

that effect before such date, may, at any time, transact together as to the validity and effect of such gift, establish the proportion of the vacant lot in the total value of the immoveable, with its buildings, and divide up the price of sale in such manner as to relieve the administrators of that portion of the trust.

5. The said heirs and legatees are also authorized and the tutor of Miss Emilienne Charbonneau is authorized to proceed, at any time, to effect a final partition, by mutual agreement and without any judicial formality, of all the said property after the immoveables shall have been sold and to give final acquittance and full discharge to the said administrators.

Final partition of estate, &c.

6. The provisions of the said will and of the said deed of gift, which are not affected by this act, shall remain in full force and effect.

Will, &c., to be otherwise in full force and effect.

7. This act shall come into force on the day of its sanction.

Coming into force.

CHAP. 113

An Act to ratify the sale by the children of the late Dame Margaret J. Morris, wife of the late William B. Lambe, to James Robinson

[Assented to 9th March, 1906]

WHEREAS Lawrence M. Lambe, of the city of Ottawa, in the Province of Ontario, geologist; Dame Gertrude M. Lambe, wife separated as to property of Percy H. Selwyn, of Ottawa aforesaid, secretary, by him duly authorized; Dame Sarah M. Lambe, wife separated as to property of Arthur A. H. Harris, of the city of Montreal, in the Province of Quebec, railway official, by him duly authorized, and Miss Elizabeth H. Lambe, Miss Margaret M. Lambe, Miss Annie M. Lambe, and Miss Agnes M. Lambe, all of Montreal aforesaid, spinners, of the age of majority, and Melbourne M. Lambe, of Montreal aforesaid, gentleman, acting with the assistance of his judicial adviser, John L. Morris, of the same place, King's Counsel, the vendors in the hereinafter recited sale, have, by their petition, represented that doubts have arisen as to the power of Melbourne M. Lambe to sell his interest in the lot sold, and have prayed that an act be passed to ratify and confirm a deed of sale of cadastral lot number eighteen hun-

Preamble.

dred and ninety-four (1894) of St. Anne's Ward of the city of Montreal, to James Robinson, of Montreal aforesaid, merchant, the purchaser in said deed; and whereas it is expedient to grant such prayer;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows:

Deed of sale of 15th January, 1906, ratified.

Property vested in purchaser.

Coming into force.

1. The deed of sale passed before E. W. H. Phillips, notary, at Montreal, on the fifteenth day of January, nineteen hundred and six, under the number five thousand six hundred and thirty-two of his notarial records, reproduced as a schedule of this act, whereby the vendors hereinbefore mentioned sold to the purchaser hereinbefore mentioned, for the consideration price in said deed expressed, a certain property, being cadastral lot number eighteen hundred and ninety-four (1894) of St. Anne's Ward of the said city of Montreal, with the buildings thereon erected, and all the rights and appurtenances thereto belonging, as more fully described in the said deed of sale, is hereby ratified and confirmed, and the said property is declared to have become vested by the said deed in the said James Robinson, and the right of the said vendors to receive and grant discharge for said consideration price is hereby confirmed.

2. This act shall come into force on the day of its sanction.

SCHEDULE

Before me, EDWARD W. H. PHILLIPS, the undersigned notary public for the Province of Quebec, in the Dominion of Canada, practising in the city of Montreal, in said Province

CAME AND APPEARED:

LAWRENCE M. LAMBE, of the city of Ottawa, in the Province of Ontario, geologist,

DAME GERTRUDE MORRIS LAMBE, wife of Percy H. Selwyn, of Ottawa aforesaid, secretary, from him separated as to property by contract of marriage, and by her said husband hereto duly and specially authorized, as testified by his appearance and signature to the hereinafter recited power of attorney.

The said above named three appearers herein acting by Kenneth R. Macpherson, of Montreal aforesaid, advocate, their attorney duly constituted under power of attorney

executed before witnesses at Ottawa aforesaid, on the thirteenth day of January instant, hereto attached marked "A" and duly signed and identified,

DAME SARAH MORRIS LAMBE, wife of Arthur A. H. Harris, of the said city of Montreal, railway official, and from him separated as to property by contract of marriage, and by her said husband hereto duly and specially authorized as testified by his appearance and signature hereto,

ELIZABETH HAYNES LAMBE, of the said city of Montreal, spinster, of the age of majority,

MARGARET MORRIS LAMBE, of the same place, spinster, of the age of majority,

ANNIE MORRIS LAMBE, of the same place, spinster, of the age of majority,

AGNES MORRIS LAMBE, of the same place, spinster, of the age of majority,

AND

MELBOURNE MORRIS LAMBE, of the same place, gentleman, herein acting with the assistance of his judicial adviser, John L. Morris, of Montreal aforesaid, King's Counsel, as such judicial adviser appointed upon the advice of a family council homologated before the prothonotary of the Superior Court at Montreal, on the twenty-seventh day of November last (1905).

Hereinafter called the "Vendors."

Who acknowledged and confessed to have sold and conveyed, and do by these presents sell and convey with legal warranty,

Unto JAMES ROBINSON, of the said city of Montreal, merchant, hereinafter called the "purchaser," and hereto present and accepting, the following immoveable property, to wit:

DESCRIPTION

A lot of land forming the corner of McGill and St. Maurice streets and Longueuil Lane, in the St. Anne's Ward of the said city of Montreal, containing fifty-five feet, ten inches (55'10") in width in front on McGill street, forty-six feet (46') in rear, one

hundred and nine feet (109') on the northwest side line, and one hundred and thirteen feet (113') on the southeast side line, more or less, English measure, and known and designated by the number eighteen hundred and ninety-four on the official plan and in the book of reference for Ste. Anne's Ward of said city.

With two four-story stone stores thereon erected, the northwest gable wall of said building and the ground whereon the said wall is built being *mitoyen*, and with all other rights and appurtenances unto said property belonging.

The purchaser declared to have a perfect knowledge of the said property, having seen and viewed the same previous hereto, and being therewith content and satisfied.

TITLE

The said vendors declare that they are the only children of the late Dame Margaret Jones Morris, wife of the late William Busby Lambe, in his lifetime of Montreal aforesaid, advocate, and Collector of Provincial Revenue, and daughter of the late Honourable William Morris, in his lifetime of Montreal aforesaid, and that, upon the death of their said mother, on the tenth day of August, eighteen hundred and ninety-six, the said property became vested in them in full ownership under the terms of the last will of the said late William Morris, executed in holograph form and before witnesses on the twenty-fourth day of December, eighteen hundred and fifty-one, with codicil in holograph form on the nineteenth day of February, eighteen hundred and fifty-two, both proved at Montreal aforesaid, on the fifteenth day of July, eighteen hundred and fifty-eight, and registered in the then registry office for Montreal on the twenty-sixth day of the same month, under No. 24,325.

That, by deed of partition of the estate of the said late William Morris, dated the twenty-ninth day of January, eighteen hundred and sixty-two, before J. S. Hunter, notary, certain assets forming the share of the said late Dame Margaret Jones Morris in said estate were allotted to her; that, subsequently, certain of these assets were disposed of and the hereby sold property was acquired in replacement thereof, as appears by deed of sale, from John G. Mackenzie to the said late Dame Margaret Jones Morris, passed before James Smith, notary, on the second day of March, eighteen hundred and sixty-five, and registered in the then registry office for Montreal, on the eighteenth day of June, eighteen hundred and seventy-one, under No. 62,719, in which deed intervened Hugh Allan and Alexander Morris in their capacities of executors and trustees under the will of said late William

Morris, who were holding in trust the share of said late Dame Margaret Jones Morris in said estate, and in said deed it was declared in effect that the hereby sold property was to form part of her said share in said estate.

TENURE

The vendors declare that the property is held under the tenure of *franc aleu roturier*, having been commuted by deed before E. Moreau, notary, on the second day of March, eighteen hundred and sixty-five.

POSSESSION

The said purchaser to enter upon and take possession of the said property on and from the first day of February next (1906).

PRICE

The present sale and conveyance is thus made for and in consideration of the price and sum of forty-two thousand dollars. In reduction and part payment whereof the said purchaser promises to pay the sum of fifteen thousand dollars to said vendors when they obtain legislation confirming the present deed as they have agreed, with interest thereon at five per centum per annum from the said first day of February next (1906).

And as to the balance or remaining sum of twenty-seven thousand dollars, the said purchaser promises and obliges himself to pay the same as follows, conditionally upon such legislative confirmation being obtained, to wit:

a. Seven thousand dollars thereof to said vendors, their heirs or assigns in five (5) years from said first day of February next (1906), (with right to pay the same sooner by giving three months notice in writing), together with interest thereon at the rate of five per centum (5%) per annum, to be computed from said first day of February next (1906), and payable half-yearly on the first days of February and August in each year;

b. And the remaining twenty thousand dollars (\$20,000) *a l'acquit* of said vendors, to the Royal Institution for the Advancement of Learning, a body corporate, having its head office in the said city of Montreal, in five years (5) from the fifteenth day of November last (1905) (with right to pay the same sooner by giving three months notice in writing), together with interest thereon at the rate of five per centum (5%) per annum, to be computed from the said first day of February next (1906), and payable half-yearly on the fifteenth days of May and November

in each year. The said sum of twenty thousand dollars (\$20,000) being the capital amount of a certain deed of loan from said Royal Institution to said late Dame Margaret Jones Morris, passed before W. de M. Marler, notary, on the seventh day of January, eighteen hundred and eighty-six, and registered in the registry office for Montreal West on the twelfth day of February of the same year, under No. 111,901.

And as security for the payment of said balance of consideration price and interest the said property is hereby specially hypothecated.

VENDORS' DECLARATIONS

The said vendors declare and covenant as follows, to wit:

1. That the said property is free and clear of all annual taxes and assessments up to the said first day of February next (1906), and that there are now no special taxes affecting the said property;
2. That the said property is free and clear of all encumbrances save as herein mentioned.

CONDITIONS

The present sale and conveyance is thus made subject to the following conditions, to which the said purchaser obliges himself, to wit:

1. To pay all taxes and assessments for which the said property may be or become liable computing on and from the said first day of February next (1906), and including the proportion of the annual taxes for the current tax year, and also to pay any special taxes which may be hereafter imposed on said property;
2. To comply with the stipulations of said deed of loan from said Royal Institution as regards insurance and other matters as far as the same may still apply, the whole to the exoneration of said vendors;
3. To pay the costs of these presents and their registration and of one copy hereof with certificates of registration thereon for said vendors, to be returned to said purchaser, when said balance of price is paid off, together with a complete certificate of search from the date of the cadastre, and with copies of the title deeds from and including the will of said late Honourable William Morris.

THUS DONE AND PASSED at the said city of Montreal, in the office of me the said undersigned notary, on this fifteenth day of January, nineteen hundred and six, under the number five thousand six hundred and thirty-two of my notarial records,

and signed by the said appearers hereto with and in the presence of me, the said notary, also hereunto subscribing, these presents having been first duly read according to law.

(Signed) LAWRENCE M. LAMBE,

“ GERTRUDE M. LAMBE SELWYN,
and

“ PERCY H. SELWYN,
by K. R. MACPHERSON, Atty.

“ SARAH M. HARRIS,

“ A. H. HARRIS,

“ ELIZABETH HAYNES LAMBE,

“ MARGARET M. LAMBE,

“ ANNIE M. LAMBE,

“ AGNES M. LAMBE,

“ M. M. LAMBE,

“ JOHN L. MORRIS,

“ JAS ROBINSON,

“ E. W. H. PHILLIPS, N.P.

A true copy of the original hereof remaining of record in my office.

E. W. H. PHILLIPS, N.P
