

sentatives of the said late George Hastings therein described sold to James E. Wilder, for the consideration therein expressed, a certain farm situated at Petite Côte de la Visitation aforesaid and more particularly described in the said deed as being cadastral lots, official numbers 161 and 157a on the official plan and in the book of reference for the incorporated village of Petite Côte de la Visitation in the county of Hochelaga, deducting therefrom the right of way of the Canadian Pacific Railway Company and a small part thereof occupied by the trustees of the Montreal Sabbath School Association, is hereby ratified and confirmed, and the said property is declared by the said deed to have become vested in the said James E. Wilder.

Coming into force.

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

---

## CHAP. 122

### An Act to ratify and confirm the title to the Seigniory of *La Grande Vallée des Monts*

[Assented to 31st May, 1904]

Preamble.

WHEREAS Henry Lovell, of the town of Coaticook, in the district of St. Francis, merchant, Charles H. Lovell, of the same place, merchant, Charlotte Elizabeth Peirce, widow of the late Moodie Brock Lovell, in his lifetime of the same place, merchant, deceased, and Fritz E. Lovell, also of the said town of Coaticook, have, by their petition, represented :

That the late Colonel Richard Henry John Beaumont Beaumont, in his lifetime of Inverness Terrace, Hyde Park, London, was, as appears by the seigniorial cadastre and other titles, possessed as proprietor of the seigniory of *La Grande Vallée des Monts*, and by his last will and testament, bearing date the 23rd day of August, 1870, devised all his lands and real estate, situate in the seigniory of *La Grande Vallée des Monts* in the district of Gaspé, and also in the township of Clifton, in Lower Canada, unto the eldest of his three sons who should be living at the time of his death, namely Richard Henry Beaumont Beaumont, Alexander Spink Beaumont, and Lindesay Beaumont Beaumont ;

That an unproved copy of the same will was registered in the registration division of Gaspé on the 17th day of July, 1875 ;

That the late captain Richard Henry Beaumont Beaumont, being the eldest of the sons of the said testator, became the proprietor of the said seigniorly of *La Grande Vallée des Monts*, and on the 19th day of November in the year, 1877, by his last will and testament bequeathed the said seigniorly to his brother Lindesay Beaumont Beaumont;

That an unproved copy of his said will was registered in the district of Gaspé on the 13th day of October, 1885;

That both the said colonel Richard Henry John Beaumont Beaumont and captain Richard Henry Beaumont Beaumont were domiciled in England where they executed the said wills;

That the said petitioners have endeavored to have the said wills duly proved and authentic copies thereof registered, but have been unable to do so in consequence of the refusal of the custodians of the said wills to part with the same;

And whereas the said petitioners have represented that it is desirable and necessary, in consequence of the failure to obtain probate of, and register the wills of the late colonel Richard Henry John Beaumont Beaumont and of the said captain Richard Henry Beaumont Beaumont to pass an act ratifying and confirming, to all intents and purposes whatsoever, the deed of sale of the seigniorly of *La Grande Vallée des Monts* by Captain Lindesay Beaumont Beaumont, to and in favor of Henry Lovell, Moodie B. Lovell and Charles H. Lovell, passed before John Fraser, notary, on the 8th August, 1899, and registered in the registration division of Gaspé on the 18th August, 1899, and also the deed of sale of the said seigniorly by Henry Lovell, Charles H. Lovell, Charlotte E. Peirce, widow of the late Moodie B. Lovell, and Fritz E. Lovell, to and in favor of J. S. Thompson, Frank Batt and George W. Millener, all of North Tonawanda, in the State of New York, merchants, passed before E. G. Meredith, N.P., at the city of Quebec, on the 27th day of February, 1903;

And whereas it is expedient to grant the prayer of the said petition;

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

1. The deed of sale and conveyance, executed at the town of Coaticook, on the 8th day of August, 1899, before Fraser, N. P., a copy of which was registered in the registration division of Gaspé, on the 18th day of August, 1899, by Captain Lindesay Beaumont Beaumont, of Crossland Fosse, Kempston, in the county of Bedford in England, to and in favor of Henry Lovell, Moodie B. Lovell and Charles

Deed of sale of August 8th, 1899, ratified and confirmed, &c.

H. Lovell, all of the town of Coaticook, merchants, of all the seignior of *La Grande Vallée des Monts*, situate on the south shore of the River St. Lawrence about three leagues below the River Magdalen, bounded in front towards the north by the River St. Lawrence, following the sinuosities of its shore and measuring from the point where the River of the *Grande Vallée des Monts* runs into the River St. Lawrence, first, in a westerly direction to a boundary post, on or near the bank of the River St. Lawrence, distant three miles in a straight line, and secondly, in an easterly direction to a similar boundary post, on or near the bank of the River St. Lawrence, distant, likewise in a straight line, three miles, bounded on the westerly and easterly sides by lines drawn from the above-mentioned boundary posts, due south, a distance of nine miles, in each case, to two other boundary posts forming the south and south-easterly corners respectively of the said seignior, and bounded in the rear to the south by a straight line drawn between the two boundary lines last mentioned, save and except the several lots in the said seignior heretofore sold by the seigniors to various persons and at length set out in the said deed of sale to the said Henry Lovell and others,—is hereby ratified and confirmed, and the acquisition by the said Henry Lovell and others, the purchasers in the said deed mentioned, of the property in the said deed described, is ratified and confirmed and declared valid and binding to all intents and purposes whatsoever.

Deed of sale of February 27th, 1903, ratified and confirmed, &c.

**2.** The sale and conveyance by Henry Lovell, Charles H. Lovell, Charlotte Elizabeth Peirce, widow of the late Moodie B. Lovell, and Fritz E. Lovell, all of Coaticook, to and in favor of James S. Thomson, Frank Batt and George W. Millener, all of North Tonawanda, in the State of New York, merchants, by deed passed before Meredith, N. P., at Quebec, on the 27th day of February, 1903, registered in the registration division of Gaspé, of the seignior of *La Grande Vallée des Monts*, as described in the said deed, is hereby ratified and confirmed to all intents and purposes, and the acquisition by the said purchasers of the property in the said deed described is ratified and confirmed and declared valid and binding to all intents and purposes whatsoever.

Coming into force.

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

## SCHEDULE A

On the eighth day of August, in the year of Our Lord, one thousand, eight hundred and ninety-nine,

Before me JOHN FRASER, the undersigned notary public for the Province of Quebec, in the Dominion of Canada, residing and practising at the town of Coaticook, in the district of St. Francis, in the said province,

## PERSONALLY APPEARED

GEORGE DUMARESQ, formerly of Fox River, in the district of Gaspé, merchant, now of St. Héliers, in the Island of Jersey, one of the Channel Islands, retired merchant, herein representing and acting for and in the name and as duly constituted attorney empowered for the effect hereof, of Lindesay Beaumont Beaumont, late of the Lodge, now of Crossland Fosse, Kempston, in the county of Bedford, in that part of the United Kingdom of Great Britain and Ireland, called England, late a Captain in Her Majesty's army, under and in virtue of a power of attorney from the latter to the former, executed before witnesses, the eighteenth day of March, eighteen hundred and eighty-four, such execution being duly attested to by the oath of one of the said witnesses before a notary public, at the city of London, in England aforesaid, on the same day, and of which power of attorney, the original has been deposited with me, the said undersigned notary and annexed to the original of these presents so to remain after being duly signed and paraphed *ne varietur*.

*Of the first part.*

## AND

The commercial firm of H. LOVELL & SONS, carrying on trade and business, at the said town of Coaticook, as merchants and manufacturers, composed of Henry Lovell, Moodie B. Lovell and Charles H. Lovell, all three of said town of Coaticook, merchants and manufacturers, and herein and hereto represented and acting by the said Henry Lovell and Moodie B. Lovell, empowered and authorized for the effect hereof.

*Of the second part.*

Which said party of the first part, acting as aforesaid, in consideration of the price of twenty-five thousand dollars, Canada currency, at the time of the execution hereof paid to the said George Dumaresq, in his said quality, by the parties

of the second part, receipt of which price is hereby acknowledged and whereof quit in full, did and doth hereby grant, bargain and sell, convey and confirm, with full warranty against all troubles and incumbrances soever unto the said parties of the second part, thereof accepting for themselves, their heirs and assigns the following described real property, of which the said party of the first part, acting as aforesaid, hereby declares that he, the said Lindesay Beaumont Beaumont is possessed as proprietor, in virtue of good titles, that is to say :

All that certain extent of land situate in the district of Gaspé aforesaid, known as the Seigniory of La Grande Vallée des Monts, lying on the south shore of the River St. Lawrence, about three leagues below the River Magdalen in the said Province of Quebec, bounded in front toward the north by the said River St. Lawrence, following the sinuosities of its shore, and measuring from the point where the River of Grande Vallée des Monts runs into the said River St. Lawrence, first, in a westerly direction to a boundary post, on or near the bank of the said St. Lawrence River, distant three miles in a straight line, and secondly, in an easterly direction to a similar boundary post on or near the bank of the said River St. Lawrence, distant, likewise in a straight line, three miles ; bounded on the westerly and easterly sides by lines drawn from the above mentioned boundary posts due south, a distance of nine miles in each case to two other boundary posts forming the south-westerly and south-easterly corners respectively of the said seigniory ; and bounded in rear to the south, by a straight line drawn between the two boundary posts last mentioned, the whole as more fully and at length set forth in the *procès-verbal* of survey of the lines of said seigniory made by Louis Gaspard Fortin, provincial land surveyor, and bearing date the twenty-fourth day of September, eighteen hundred and sixty-two ; with all the buildings and improvements on the said land and all the appurtenances thereof, and therewith also, all and every the rights, claims and privileges, honorific as well as lucrative, of every nature and description soever without exception, which the said Lindesay Beaumont Beaumont has or may or might have, or pretend to as owner and seignior of the said Seigniory of Grande Vallée des Monts, save and except however therefrom, the following mentioned lots or parcels of land, with all improvements thereon and appurtenances thereof, heretofore by the seignior of the said seigniory sold to, or now in the possession of the following mentioned parties, as absolute owners thereof respectively, that is to say :

In the first concession of the said seigniory, west of the said River of Grande Vallée des Monts, according to and as

shown by the cadastre of the said seigniory which was deposited in the office of the prothonotary of the said district of Gaspé, on the sixteenth day of September, eighteen hundred and sixty-four, namely : lot B, sold to or owned by Thomas Fournier ; lot C, sold to or owned by Alexis Fournier ; lot number one, sold to Etienne Fournier, now owned by Charles Coulombe ; lot number two, sold to or owned by Charles Chicoyne, Stanislas Minville and others ; part of lot number three, sold to or owned by Joseph Gamache, (portion of this lot being reserved and not sold) ; lot number four, sold to or owned by heirs of the late Jean-Baptiste Caron ; lot number seven, sold to or owned by Joseph Minville ; lot number eight, sold to or owned by Auguste Minville.

And in the first concession of the said seigniory, east of the said river of Grande Vallée des Monts, according to and as shown by said cadastre, namely : lot number one, sold to or owned by Arthur Fournier ; lot number three, sold to or owned by François Xavier Minville ; lot number four, sold to or owned by George Boulet ; lot number six, sold to or owned by Auguste Richard ; lot number seven, sold to or owned by Louis Richard, junior ; lot number nine, sold to or owned by Etienne Minville ; lot number ten, sold to or owned by Célestin Gagné ; lot number eleven, sold to or owned by Charles Gagné.

The whole however of the description and extent only and as fully and at length set forth in the original deeds of sale from the seignior of the said seigniory to the above named parties, or their *acquéreurs*, as purchasers of said lots or parcels. And save and except also therefrom all the minerals and mineral oils, which may be in or upon the said lands or seigniory, hereby sold or intended so to be, with the right to enter upon said lands to prospect for, and when found, to work and remove the same ; which minerals and mineral oils and rights in connection therewith, the said vendor hereby expressly reserves for himself, his heirs and assigns, upon and subject to the express condition and charge however, that he and they shall pay to the said purchasers, their heirs or assigns, all damages which may be caused to the latter by the exercise of the said rights by the former, either by the use and occupation of any portion or portions of the said lands, by destruction or injury to buildings, timber or any other property thereon, or appertaining thereto or by any other means or in any other way soever.

The vendor hereby declaring that the said seigniory above sold is the property of the said Lindesay Beaumont Beaumont, in virtue of the bequest thereof to him made by his brother, the late Richard Henry Beaumont Beaumont, under the last will of the latter dated the nineteenth day of November, eighteen hundred and seventy-seven and recorded

in the registration division of Gaspé, in Register B, Volume 13th, under the number 261, to whom the said seigniory belonged in virtue of good titles, which the said vendor hereby obliges himself to deliver over to the said purchasers, together with all other papers and documents relative to the said seigniory on demand.

To have and to hold the said lands and seigniory, with all the members and dependencies thereof and all the rights, claims and privileges belonging thereto, but excepting the lots or parcels sold off therefrom, as above mentioned and enumerated, unto the said purchasers, their heirs and assigns and to their own proper use and behoof henceforth for ever; subject however, to the carrying out and fulfilment by them of all the obligations of the vendor to and in favor of François Minville, occupant of lot number five, in the first range west, and Pierre Minville, occupant of lot number six in the said first range west of said seigniory, Louis Fournier, occupant of lot number two in the first range east, and Marcel Coté, occupant of lot number five in the said first range east of the said seigniory, upon the condition amongst other things of payment of an annual rent to the seigniors of the said seigniory of fourteen shillings and one penny, old currency of Canada or two dollars and eighty-two cents, new currency, by each of the said occupants, which annual rents for the year now current, as well as for the future, as well as all capital sums, which may be or become due and payable by the said occupants, the said vendor did and doth hereby transfer to the said purchasers accepting, substituting the latter in his place and subrogating them in all his rights, actions, privileges and hypothecs in respect of the same. And subject also, to the maintenance for the current year of all leases of beach lots for fishing or fish-drying purposes, made by the vendor, for one year, none being over that period, the rent in each case to belong and be paid to the said purchasers; it being hereby expressly declared and covenanted that the lease to William Fruing & Company, of Grande Grève, in the said county of Gaspé, is not included in the above charge upon the purchasers inasmuch as it is hereby expressly declared by the vendor that it was a condition of such lease that it would be terminated upon a sale of the said seigniory, and that due and sufficient notice has been given to the said William Fruing & Company, by the said vendor, to cancel and terminate the said lease to them and that in fact the same is now terminated, the said vendor hereby transferring to the said purchasers accepting, all the rent accrued and owing by the said William Fruing & Company, under the said lease to them to date, and subrogating the said purchasers in his place and rights and privileges in respect thereof.

DONE AND EXECUTED, at the said town of Coaticook, on the day and year herein above first written, under the number nine thousand three hundred and sixty-nine of my minutes, the said parties hereto acting as aforesaid, having signed these presents, first duly read, with and in presence of me said notary, also subscribing.

(Signed)	GEO. DUMARESQ, <i>Atty. of L. B. Beaumont.</i>
"	H. LOVELL & SONS,
"	H. LOVELL,
"	M. B. LOVELL,
"	JNO. FRASER, N. P.,

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

JNO. FRASER, N. P.

#### SCHEDULE B

Before me EDWARD GRAVES MEREDITH, the undersigned Notary Public for the Province of Quebec in the Dominion of Canada, residing and practising at the city of Quebec in the said Province,

#### CAME AND APPEARED :

1. HENRY LOVELL of the town of Coaticook in the district of St. Francis in the said Province of Quebec, merchant and manufacturer ;
2. CHARLES H. LOVELL of the said town of Coaticook, merchant and manufacturer ;
3. DAME CHARLOTTE ELIZABETH PEIRCE of the said town of Coaticook, widow of the late Moodie Brock Lovell, in his lifetime of the same place, merchant and manufacturer, deceased,—hereto represented by the above named HENRY LOVELL, her attorney duly and specially named for the purposes hereof under a certain power of attorney which was executed by her before John Fraser, notary public, at the said town of Coaticook, on the twenty-sixth day of January last (1903), under

the notarial No. 10,685,—and also under power of attorney before the same notary, on the thirteenth day of February instant (1903), under the notarial No. 10,708;

AND

4. FRITZ E. LOVELL of the said town of Coaticook, merchant and manufacturer, hereto represented by the above named HENRY LOVELL, his attorney, duly and specially named for the purposes hereof, under a certain power of attorney which was executed by him before John Fraser, notary public, at the said town of Coaticook, on the said twenty-sixth day of January last (1903) under the notarial No. 10,686,—and also under power of attorney before the same notary, on the said thirteenth day of February instant (1903) under the notarial No. 10,709;

The said HENRY LOVELL, CHARLES H. LOVELL, DAME CHARLOTTE ELIZABETH PEIRCE OR LOVELL and the said FRITZ E. LOVELL being in the present deed styled the vendors.

*Parties hereto of the first part.*

AND

JAMES S. THOMPSON, FRANK BATT and GEORGE W. MILLENER, all three of North Tonawanda in the State of New York, one of the United States of America, lumber merchants,—and all three hereto represented by FRANCIS JEFFREY COCKBURN of the said city of Quebec, the manager thereat of the Bank of Montreal, their attorney, duly and specially named for the purposes hereof, under a certain power of attorney which was executed by them, at the city of Buffalo in the State of New-York, one of the United States of America, and duly authenticated before Austin F. Ryan, notary public, on the eighteenth day of February instant (1903), which is hereto annexed and signed by the parties hereto and by me the said notary for identification,—in the present deed styled the purchasers.

*Parties hereto of the second part.*

Which said parties have declared, covenanted and agreed together in the manner following, that is to say :

The said vendors declared to have sold, assigned, transferred, conveyed and made over, and by these presents do

sell, assign, transfer, convey and make over, with legal warranty and free and clear of all mortgages, debts and claims generally whatsoever, unto the said purchasers, represented as aforesaid, and accepting thereof for themselves, their heirs and assigns, the immoveable property and premises and other the property hereinafter described, that is to say :

## DESCRIPTION

*Firstly.*—All that certain extent of land situate in the district of Gaspé known as the seignior of *La Grande Vallée des Monts*, lying on the south shore of the River St. Lawrence about three leagues below the River Magdalen, in the said Province of Quebec ; bounded in front towards the north by the said River St. Lawrence, following the sinuosities of its shore, and measuring from the point where the river of *Grande Vallée des Monts* runs into the said River St. Lawrence, first, in a westerly direction to a boundary post on or near the bank of the said St. Lawrence river, distant three miles in a straight line, and secondly, in an easterly direction to a similar boundary post on or near the bank of said River St. Lawrence, distant likewise in a straight line three miles ; bounded on the westerly and easterly sides by lines drawn from the above mentioned boundary posts due south a distance of nine miles in each case to two other boundary posts, forming the southwesterly and southeasterly corners, respectively, of the said seignior, and bounded in rear to the south by a straight line drawn between the two boundary posts last mentioned, the whole as more fully and at length set forth in the *procès-verbal* of survey of the lines of said seignior made by Louis Gaspard Fortin, provincial land surveyor, and bearing date the twenty-fourth day of September eighteen hundred and sixty-two ; with all the buildings and improvements on the said land and all the appurtenances thereof, and therewith also all and every the rights, claims and privileges, honorific as well as lucrative, of every nature and description soever without exception, which the said vendors have or may or might have, or pretend to, as owners and seigniors of the said seignior of *La Grande Vallée des Monts*, as resulting from the deed of sale from Lindesay Beaumont Beaumont in favor of Messrs H. Lovell & Sons, which is hereinafter mentioned, or otherwise howsoever,—Save and except however therefrom the following mentioned lots or parcels of land, with all improvements thereon and appurtenances thereof heretofore by the seignior of the said seignior sold to, or now in the possession of the following mentioned parties, as absolute owners thereof, respectively, that is to say :

In the first concession of the said seigniorie, west of the said river of *Grande Vallée des Monts*, according to and as shown by the cadastre of the said seigniorie, which was deposited in the office of the prothonotary of the said district of Gaspé on the sixteenth day of September, eighteen hundred and sixty-four, namely :

Lot B, sold to or owned by Thomas Fournier ; lot C, sold to or owned by Alexis Fournier ; lot number one, sold to Etienne Fournier, now owned by Charles Coulombe ; lot number two, sold to or owned by Charles Chicoine, Stanislas Minville and others ; part of lot number three, sold to or owned by Joseph Gamache (portion of this lot being reserved and not sold) ; lot number four, sold to or owned by heirs of the late Jean-Baptiste Caron ; lot number seven, sold to or owned by Joseph Minville ; lot number eight, sold to or owned by Auguste Minville.

And in the first concession of the said seigniorie, east of the said river of *Grande Vallée des Monts*, according to and shown by said cadastre, namely :

Lot number one, sold to or owned by Arthur Fournier ; lot number three, sold to or owned by François Xavier Minville ; lot number four, sold to or owned by George Boulet ; lot number six, sold to owned by Auguste Richard ; lot number seven, sold to or owned by Louis Richard, junior ; lot number nine, sold to or owned by Etienne Minville ; lot number ten, sold to or owned by Celestin Gagné ; lot number eleven, sold to or owned by Charles Gagné.

The whole, however, of the description and extent only and as fully and at length set forth in the original deeds of sale from the said Lindesay Beaumont Beaumont, the seignior of the said seigniorie to the said Messrs. H. Lovell & Sons, or their *auteurs*, as purchasers of the said lots or parcels ;

Also save and except the following lots of land which were sold by the Grand Valley Lumber Company to the persons hereinafter named :—lot number seventeen (17) in the first concession of the said seigniorie, east of the Grand Valley river, sold by the said company to Thomas Gagné ; lot number eighteen (18) in the first concession of the said seigniorie, east of the said river, sold by the said company to Celestin Gagné ; lot number eight (8) in the first concession of the said seigniorie, west of the said river, sold by the said company to Degouade Bernachecz ; lot number thirteen (13) in the first concession of the said seigniorie, east of the said river, sold by the said company to Eloi Cofin ; lot number fourteen (14) in the first concession of the said seigniorie, east of the said river, also sold by the said company to the said Eloi Cofin ; lot number twelve (12) in the first concession of the said seigniorie, east of the said river, sold by the

said company to Elzear Bernachez; lot number six (6) in the first concession of the said seigniory, west of the said river, sold by the said company to Johnny Minville; lot number five (5) in the first concession of the said seigniory, east of the said river, sold by the said company to Marcel Coté; lot number five (5) in the first concession of the said seigniory, west of the said river, sold by the said company to Honoré Minville; and lot number two (2) in the first concession of the said seigniory, east of the said river, sold by the said company to Louis Fournier.

And save and except also therefrom all the minerals and mineral oils which may be in or upon the said lands or seigniory hereby sold or intended so to be, with the right to the said Lindesay Beaumont Beaumont to enter upon said lands to prospect for, and when found, to work and remove the same, which minerals and mineral oils and rights in connection therewith the said vendors hereby expressly reserve to and in favor of the said Lindesay Beaumont Beaumont, his heirs and assigns, upon and subject to the express condition and charge however that he and they shall pay to the said purchasers, their heirs or assigns, all damages which may be caused to the latter by the exercise of the said rights by the former, either by the use and occupation of any portion or portions of the said lands, by destruction or injury to buildings, timber or any other property thereon or appertaining thereto, or by any other means or in any other way soever,—the said vendors also selling, transferring and conveying unto the said purchasers, hereof accepting, a lot of land containing about one acre in superficies, more or less, on the west side of the said river *Grande Vallée des Monts* and forming the east end of the land of Gilbert Caron, said lot of land hereby sold having been acquired by the said The Grand Valley Lumber Company from the said Gilbert Caron under a deed of sale which has been duly registered in the registry office for the registration division of Gaspé.

The said vendors also selling and transferring unto the said purchasers the exclusive right of hunting and fishing as set forth in the original grants of the said seigniory.

*Secondly.*—The saw-mill with its engines and boilers, all the plant, tools and machinery connected therewith, the blacksmith's shop with its equipment, the stables, warehouse, office, store-building, boarding-house with kitchen complete, two large sheds for storing dry lumber, the cottage and tenement house; the electric light plant with all its equipment; all furniture and things of that kind; nineteen horses, and all waggons, sleighs or other vehicles and harness used in connection with the business heretofore carried on by the Grand Valley Lumber Company; also, all

dams, booms, boats, chains and anchors, and generally all property of every kind belonging to or in anywise connected with the said immoveable property and premises above described, or used in connection with the business carried on upon the said property by the said vendors or the said Grand Valley Lumber Company, with the exception of the lumber already manufactured, all stores and the logs which are already yarded and those now in process of being taken out of the woods on the said property. It being agreed that the lumber already manufactured may be taken over by the said purchasers at a price to be agreed upon between them and the said vendors ; and that the said stores shall be taken over by the said purchasers at cost price as per invoice, and that the logs already yarded and which may be taken out up to the time of the execution of the present deed will be taken over by the said purchasers at two dollars and fifty cents (\$2.50) per one thousand feet of merchantable quality.

And the said vendors do hereby covenant with the said purchasers that they the said vendors have a good and valid title to the whole of the said seigniorly of *Grande Vallée des Monts*, above described and hereby sold, and other the property, whether moveable or immoveable, also above described and hereby sold, save such parts as are herein specially excepted, and hereby, jointly and severally, warrant the purchasers against any defect in the title to the property sold and specially, without derogating from the foregoing general warranty, bind and oblige themselves, jointly and severally, to do forthwith all such acts as may be required or necessary in order to perfect the registration of the title of Lindsay Beaumont Beaumont, hereinafter referred to, to the said seigniorly of *Grande Vallée des Monts*, and do also, jointly and severally, guarantee the title of the said Henry Lovell to the shares and interests of the minor children of the late Moodie Brock Lovell, hereinafter referred to, in the said seigniorly of *Grande Vallée des Monts*, and undertake to immediately take all such proceedings as may be required for the purpose of rendering sufficient the conveyance of the said shares to the said Henry Lovell, should it appear that the present conveyance is informal or insufficient, the whole at the costs and expense of the said vendors.

The said vendors hereby covenant and undertake to sign any other deed of conveyance which may be required or necessary for the purpose of more fully conveying the lot of land above described, which is acquired by the said the Grand Valley Lumber Company from the said Gilbert Caron, to the said purchasers and vesting the ownership thereof in them.

## TITLE.

The said vendors declare that they are lawfully seized of the whole of the above described immoveable property and premises and the moveable property and plant also hereinabove described and hereby sold, as follows:—

1. By deed of sale executed by Lindesay Beaumont Beaumont in favor of the commercial firm of H. Lovell & Sons, which was composed of the above named Henry Lovell, the said late Moodie Brock Lovell and the above named Charles H. Lovell, before John Fraser, notary public, on the eighth day of August, one thousand eight hundred and ninety-nine, and registered in the registry office for the registration division of Gaspé on the eighteenth day of the said month of August, one thousand eight hundred and ninety-nine, under the No 792, by which deed the former sold to the latter the whole of the said immoveable property and premises ;

2. By deed of sale passed before John Fraser, notary public, on the seventh day of the month of May, one thousand nine hundred, and registered in the registry office for the registration division of Gaspé on the fourth day of July of the same year, one thousand nine hundred, under the No. 222, the said firm of H. Lovell & Sons sold and conveyed the whole of the said immoveable property and premises unto the commercial firm of the Grand Valley Lumber Company, carrying on trade and business at Grand Valley in the district of Gaspé, in the said Province of Quebec, as manufacturers and dealers in lumber, the said firm being composed of the said Henry Lovell, the said late Moodie Brock Lovell, the said Charles H. Lovell and Fritz E. Lovell, who also resided at the said town of Coaticook, merchant and manufacturer ;

That the said Henry Lovell, the said late Moodie Brock Lovell, Charles H. Lovell and Fritz E. Lovell, as such members of the said firm of the Grand Valley Lumber Company, had each a share and interest in the assets of the said company as follows :

The said Henry Lovell and Fritz E. Lovell were each owners of four twentieths, and the said late Moodie Brock Lovell and Charles H. Lovell were each owners of six twentieths in the assets of the said firm of the Grand Valley Lumber Company ;

That the said late Moodie Brock Lovell departed this life, intestate, on the twenty-ninth day of the month of January, one thousand nine hundred and two, and that the said firm of the Grand Valley Lumber Company was thereby consequently dissolved ;

That there was no marriage contract made or entered into between the said late Moodie Brock Lovell and the above named Charlotte Elizabeth Peirce, his wife, and that consequently community of property existed between them, and that consequently one half of the property belonging to the said late Moodie Brock Lovell at the time of his death belongs to her the said Dame Charlotte Elizabeth Peirce, and the other half thereof to the children, issue of the marriage between the said Moodie Brock Lovell and the said Charlotte Elizabeth Peirce, viz. : Mary Wellman Lovell, Henry P. Lovell and Annie Totman Lovell, all of whom are still minors ;

That consequently the said Charlotte Elizabeth Peirce or Lovell was proprietor of three twentieths of the above described property and premises, and that the above named children, issue of the marriage between the said late Moodie Brock Lovell and the said Charlotte Elizabeth Peirce, were proprietors of the remaining three twentieths in the said above described property and premises.

That the said Charlotte Elizabeth Peirce or Lovell, in her quality as tutrix duly appointed to her said minor children above named, under a certain order or authorization granted by the Honorable F. X. Lemieux, one of the Justices of the Superior Court in and for the district of St. Francis, at Sherbrooke, on the twenty-fourth day of December last, one thousand nine hundred and two, upon the advice of the relations and friends of the said minors, was authorized to proceed to the sale of the rights and interests of the said minors in the above described real property, and that, after such rights and interests were advertized for sale in accordance with the said order or authorization and all the formalities required by such order had been observed, the rights of the said minors in the said real property or estate were put up for public auction in competition on the twenty-first day of January last, one thousand nine hundred and three, and were thereupon adjudged unto the said Henry Lovell, the whole as appears by a certain deed of sale executed by the said Charlotte Elizabeth Peirce or Lovell, in her quality as tutrix as aforesaid, and the said Fritz E. Lovell, as subrogate-tutor to the said minors, passed before John Fraser, notary public, on the twenty-first day of January last, one thousand nine hundred and three, and registered in the registry office for the registration division of Gaspé on the twenty-ninth day of the same month under the No. 89.

POSSESSION

To have, hold, use and enjoy the said above described immoveable property and premises, and other the property

hereby sold unto the said purchasers with immediate possession.

#### CONDITIONS

The present sale has been made subject to the following conditions, viz :—

1. To take the said property in its present condition ;
2. To allow the Government of the Province of Quebec a right of way over the road leading to the wharf ;
3. To take the said immoveable property subject to all the conditions, restrictions and provisos mentioned and set forth in the original grants from the Crown of the said seignior, copies of which have been delivered by the said vendors to the said purchasers at the time of the execution hereof.

#### PRICE

The present sale and conveyance has been thus made by and on the part of the said vendors for and in consideration of the price or sum of one hundred thousand dollars (\$100,000.00) current money of Canada, on account and in part payment of which the said purchasers have paid the said vendors the sum of fifty thousand dollars (\$50,000.00) in cash at the time of the execution hereof, and as to the balance of the said purchase price, to wit : the sum of fifty thousand dollars (\$50,000.00) the said purchasers hereby bind and oblige themselves to well and truly pay or cause the same to be well and truly paid to the said vendors, at the office of The Bank of Montreal in the said city of Quebec, in and by two equal annual and consecutive payments of twenty-five thousand dollars (\$25,000.00) each, the first of which will be due and payable in one year from the date hereof, and the second of which will be due and payable in two years from the date hereof, together with interest thereon at the rate of five per centum per annum ;

It being however expressly agreed by and between the said parties that the said purchasers shall have the right and privilege at any time of paying the said vendors the whole of the said balance of the price of the present sale with interest as aforesaid.

And as a security to the said vendors for the payment of the said sum of fifty thousand dollars, balance of the said purchase price, and interest as aforesaid, the said purchasers do hereby specially mortgage and hypothecate the lots of ground and premises above described and sold with the privilege of *bailleur de fonds* in favor of the said vendors.

