

C H A P. 134

An Act to confirm and ratify the sale of the immoveables
belonging to the insolvent estate of Robert Forsyth

[Assented to 25th April, 1903]

Preamble.

WHEREAS the Forsyth Granite and Marble Company, Limited, a body politic and corporate, having its principal office and place of business in the city and district of Montreal, and the John McDougall Caledonian Iron Works Company, Limited, a body politic and corporate, having its principal office and place of business in the city of Montreal, have, by their petition, represented the following facts :

Robert Forsyth, manufacturer, of Montreal, who on the seventh day of August, 1896, made an abandonment of his property for the benefit of his creditors, was the proprietor of certain immovable property described in two certain deeds of sale both passed on the 23rd of February, 1898, the one from Alexander F. Riddell and William J. Common, curators to the insolvent estate of Robert Forsyth, to James Elliot in trust, the other from the said James Elliot in trust to the Forsyth Granite and Marble Company, Limited, the said deeds passed before H. S. Hunter, notary public ;

The insolvent estate of the said Robert Forsyth has been finally wound up in the year 1898 ;

No regular authorization to sell the immovable property of the said insolvent estate was ever obtained from the court, but, by judgment of the 12th of October, 1897, the curators were directed by the court not to exercise the authority given them to transfer the moveable effects, unless all the creditors of the said insolvent consented to a transfer of the entire immovable assets of the said estate, upon the assumption by the transferees of certain mortgages, and other hypothecary claims upon the said immoveables and upon certain other terms and conditions, and directed also that the necessary legal conveyances to vest the same in the transferees be executed ;

The curators to the said estate, to wit : the said Riddell and Common, thereupon sold the said immovable property by virtue of the deed of sale above mentioned, after having obtained the consent of all the creditors ;

There was a considerable number of such creditors, some of them residing at great distances, some of them corporations represented by their officers, others estates represented by executors or attorneys, and their consent appears to have been given by signing a writing under private seal (*sous seing prive*) apparently sent to them by the curators through

the mail. The signatures to the said document are not authenticated, and it would be practically impossible at the present time to verify the authority of the executors, attorneys or officers, who appear as having acted for their principals in signing the said consent ;

However, the said Forsyth Granite and Marble Company, Limited, has been in possession of the said immoveable property since the date of sale above mentioned, and no creditors have ever since objected to the said sale ;

However, by reason of the above facts, doubts have arisen as to the validity of the sale ;

The John McDougall Caledonian Iron Works Company, Limited, are willing to purchase a part of lot No. 1078 of the official plan and book of reference of St. Ann's ward in the city of Montreal, forming part of the immoveable property belonging to the Forsyth Granite and Marble Company, Limited, by virtue of the above deeds, but refuse to complete the sale unless the doubts above referred to are dispelled, and the title of the said Forsyth Granite and Marble Company, Limited, ratified ;

Whereas, the said Forsyth Granite and Marble Company, Limited, and the John McDougall Caledonian Iron Works Company, Limited, have, by their petition, prayed for an act confirming the validity of the said deeds of sale and it is expedient to grant their prayer ;

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, made and passed on the 23rd of February, 1898, before H. S. Hunter, notary, at Montreal, under No. 5996, from Alexander F. Riddell and William J. Common, both of the said city of Montreal, chartered accountants, in their capacity of curators duly appointed to the insolvent estate of Robert Forsyth of the said city of Montreal, debtor insolvent, and by the said Robert Forsyth, personally, to James Elliot of the town of Westmount in the district of Montreal, banker, trustee for certain subscribers to the stock of a certain corporation called the Forsyth Granite and Marble Company, Limited, of the immoveable property described in said deed herewith reproduced as Appendix A, and the deed of sale made and passed on the 23rd of February, 1898, before H. S. Hunter, notary public, at Montreal, under No. 5997, from James Elliot of the town of Westmount, in the district of Montreal, banker, in his capacity of trustee for certain subscribers to stock in the Forsyth Granite and Marble Company, Limited, to the said Forsyth Granite and Marble Company, Limited, of a certain

Certain deeds
of sale rati-
fied.

Title to property confirmed.

immoveable property described in the said deed, which is herewith reproduced as Appendix B, to the present act, are declared valid ; and the title of the said Forsyth Granite and Marble Company, Limited, to the said immoveable property described in the said deeds is confirmed and ratified.

Coming into force.

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

APPENDIX A

BEFORE HERBERT STORY HUNTER, the undersigned Notary Public, for the Province of Quebec, residing and practising in the City of Montreal :

APPEARED :

ALEXANDER F. RIDDELL AND WILLIAM J. COMMON, both of the said city of Montreal, chartered accountants, in their capacity of curators duly appointed to the insolvent estate of Robert Forsyth of the said city of Montreal, trader, insolvent, and the said ROBERT FORSYTH personally, hereinafter called the vendors, and herein acting under and by virtue of a certain order of the Superior Court of date the twelfth day of October, eighteen hundred and ninety-seven, and JAMES ELLIOT of the town of Westmount, in the district of Montreal, banker, trustee for certain subscribers to the stock of a certain corporation called the Forsyth Granite and Marble Company, Limited, hereinafter called the purchaser.

WHICH PARTIES have declared to me notary :

Whereas the vendors are the curators duly appointed to the insolvent estate of Robert Forsyth ;

And whereas heretofore, to wit, on the twelfth day of October last (1897), by judgment of the Superior Court, a copy whereof is hereto annexed, they were authorized to transfer to the Forsyth Granite and Marble Company, Limited, or to such other person or persons as the company or, pending the incorporation of the company, the majority of the subscribers to the stock of the company, might direct, the entire moveable assets of the said estate in the Province of Quebec, upon the deposit with the curator of a sum sufficient to pay a dividend of ten cents on the dollar on the ordinary claims against the estate, the payment and assumption of all the privileged claims against the estate and the assumption of the settlement of the balance of the claim of St. Mary's College subsequent to the first of May last (1897) ;

And whereas it was, in and by the said order, further provided and directed that the curator should not exercise the

authority thereby given to him except all the creditors and the said insolvent should consent to the transfer of the entire immovable assets of the estate upon the assumption by the transferees of the above mentioned mortgages and hypothecary claims upon the said immovables, upon the terms and conditions set forth in the said order with regard to the moveables, and that the necessary legal conveyances to vest the same in the transferees be executed ;

And whereas, as appears by the annexed schedule marked A, signed by the creditors of the said insolvent estate, that they have consented and do consent to the transfer of the entire immovable assets of the estate upon the terms of the said order ;

And whereas the subscribers for stock in the said company are the following persons : James Elliot, banker ; Colin McArthur, manufacturer ; Samuel Finley, gentleman ; Thomas Moodie, gentleman ; and Robert Forsyth, manufacturer, all of the city and district of Montreal, and they have, as appears by their signature to the present deed, directed that the said property, moveable and immovable, should be conveyed by the curator and the said Robert Forsyth to the purchaser under the terms of the said order ;

NOW THEREFORE, these presents and I the said notary-witness :

1. That the vendors have by these presents sold and conveyed to the purchaser, thereof accepting in trust, all the assets and property moveable and immovable of the insolvent estate of the said Robert Forsyth in said Province of Quebec, and without limiting the generality of the foregoing conveyance, and for greater certainty have sold and conveyed to the said purchaser, thereof accepting, the following real estate, to wit :

(a) That certain lot of land situate, lying and being in St. Ann's ward, of the said city of Montreal, known and designated on the official plan and in the book of reference of said ward by the number ten hundred and seventy-eight (1078) ;

(b) That certain piece or parcel of land situate, lying and being in St. Ann's ward aforesaid and described on the official plan and book of reference of said ward as number ten hundred and eighty-six (1086), with the exception of a triangular piece of land forming part of said lot fronting on William street, containing ten feet in front on William street between the brick building on said street of William Crawford or representatives and the south-west line of said lot No. 1086, and from thence running back to a point about thirty-four feet distant ; bounded in front said triangular piece of land by William street aforesaid, in rear by the lot No. 1085 of said ward, on one side to the north-east by the

remainder of said lot No. 1086, and on the other side to the south-west by said lot No. 1085 ;

That triangular piece of land fronting on Hunter street, being part and portion of lot number ten hundred and eighty-five (1085) on the official plan and book of reference of said St. Ann's ward, containing about ten feet in front on Hunter street between the frame and brick building on said street, of the said William Crawford or representatives, and the south-west line of the lot No. 1087, and from thence running back to a point about thirty-six feet distant; bounded in front by Hunter street, in rear by number 1087, on one side to the north-east by said lot No. 1087, and on the other side to the south-west by the remainder of said lot No. 1085, and also another triangular piece of land running from the rear of the foregoing piece to where it joins said lot No. 1086 ;

Part of the lot described as number ten hundred and eighty-seven (1087) on said official plan and book of reference of said ward ;

The three last above described parts of lots containing together sixty feet six inches in front on William street and fifty-eight feet eight inches in rear, by fifty-eight feet in depth ; bounded in front by William street, in rear partly by Hunter street and partly by the remainder of said lot No. 1087, on one side to the south-west by said lot No. 1085, and on the other side to the north-east by the remainder of said lot No. 1087 ;

(c) Those seven lots of land situate and being on Chatham street in St. Ann's Ward aforesaid, and known and designated on the official plan and book of reference of said ward by the number ten hundred and eighty-eight, ten hundred and eighty-nine, ten hundred and ninety, ten hundred and ninety-one, ten hundred and ninety-two, ten hundred and ninety-three and ten hundred and ninety-four (1088, 1089, 1090, 1091, 1092, 1093, 1094) ;

(d) Those certain lots, pieces or parcels of land situate in St. Ann's Ward aforesaid, known and designated on the official plan and book of reference of said ward by the numbers ten hundred and ninety-six, ten hundred and ninety-seven and part of ten hundred and ninety-five (1096, 1097, and part of 1095), to wit, the north-east portion of said lot No. 1095 of the same breadth as the other two lots No. 1096 and 1097 by all the depth ;

(e) That certain tract or parcel of land situate in the township of Stanstead, in the district of St. Francis, in the said province, known and designated as a part of the west end of the south half of lot number two (2) in the fourth (4) range of lots in the said township of Stanstead, bounded and described as follows : commencing on the lake shore

at the centre of the width of said lot, then extending easterly on said centre line the distance of five hundred and twelve feet, thence southerly parallel with the west concession line of the said lot to the south side line of said lot, thence westerly on said south line to the lake shore, and thence northerly along the lake shore to the place of beginning ; together with the right and privilege of a drive-way for carts and carriages from the main road or highway running across said lot to the hereby sold land at all times hereafter ;

(f) That certain piece or parcel of land situate in the parish of Ste. Geneviève, in the county of Jacques Cartier, known and designated as part and portion of lot official number one hundred and eighty-seven on the official plan and book of reference of the counties of Hochelaga and Jacques-Cartier ; said piece of land measuring about six hundred feet in length, along the road leading from Pointe Claire to St. Geneviève, by the width of said lot, and containing about three acres and three quarters of an acre, English measure, in superficies, and bounded at one end towards the north and the other end towards the south by the remaining portions of said lot No. 187, on one side to the east by the said road, and on the other side to the west by lot official number one hundred and eighty-eight ;

With all buildings erected and being on said above described lots of land.

2. The said Robert Forsyth warrants that he is legally entitled to the said property, and that the same is free from all dowers and substitutions, and the said curators warrant only that they have done nothing to encumber the same.

3. The foregoing conveyance is made in consideration of the payment by the purchasers to the vendors of the sum of eleven hundred and twenty-four dollars and fifty-three cents in cash, being a sum sufficient to pay a dividend of ten cents on the dollar on the ordinary claims against the said estate, whereof quit ; to pay to said curators to said estate Forsyth all their costs, charges, fees and disbursements to date hereof, as may be agreed upon ; and the said purchaser further undertakes to discharge and pay off all current liabilities of the estate, and in further consideration of the purchaser, in his said capacity, but not personally, assuming and binding himself, as he hereby does, to pay the privileged claims against the said estate, and the balance of the claim of St. Mary's College, subsequent to the first of May last (1897), which said privileged claims and claim of St. Mary's College, the purchaser, in his said capacity, binds and obliges himself to pay and satisfy to the indemnification of the vendors.

4. The said purchaser takes the said assets and property

as they now are, without any warranty or guarantee whatsoever of any kind or description on the part of said curators, and assumes hereby all the acts and dealings of the said Robert Forsyth in connection with the said estate from the date of the appointment of said curators, and declares that he has examined and satisfied himself as to the legality and right of the said curators to make the present deed and guarantee, and obliges himself to hold the said curators free and harmless from the action of any creditor who may institute proceedings of any kind or description, questioning the authority or right of the said curators to execute these presents and to make the present transfer and sale.

5. And to these presents came and intervened personally, the said James Elliott, Colin McArthur, Samuel Finley, Thomas Moodie and Robert Forsyth, who declared that they were the subscribers to the stock of the Forsyth Granite and Marble Company, Limited, a corporation incorporated by letters patent of the Dominion of Canada, bearing date the first day of November last (1897), and that they have had communication of the present deed and were content and satisfied therewith, and did further declare that the purchaser was acting in the said deed as trustee for them and undertake to hold harmless and indemnified the said trustee in respect of the obligations incurred by him on the execution of the present deed, and they jointly and severally guarantee and undertake all of the obligations of the said purchaser towards the said curators as vendors.

WHEREOF ACTE ;

THUS DONE AND PASSED, at the said city of Montreal, on the twenty-third day of February, eighteen hundred and ninety-eight, and remaining of record in the office of the undersigned notary, under the number five thousand, nine hundred and ninety-six, and after due reading hereof, the parties signed in the presence of said notary.

(Signed) ALEX. F. RIDDELL, *Curator*,
 W. J. COMMON, *Curator*,
 ROBT. FORSYTH,
 JAS. ELLIOT,
 COLIN McARTHUR,
 SAM. FINLEY,
 THOS. MOODIE,
 H. S. HUNTER, *Notary Public*.

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

H. S. HUNTER, *Notary Public*.

APPENDIX B.

BEFORE HERBERT STORY HUNTER, the undersigned Notary Public, for the Province of Quebec, residing and practising in the city of Montreal:

APPEARED

JAMES ELLIOT, of the town of Westmount, in the district of Montreal, banker, in his capacity of trustee of certain subscribers to stock in the Forsyth Granite and Marble Company, Limited, a corporation incorporated by letters patent of the Dominion of Canada, bearing date the first day of November last, (1897), hereinafter called the vendor, and having its chief place of business in Montreal, and the said FORSYTH GRANITE AND MARBLE COMPANY, (Limited), herein acting and represented by ROBERT FORSYTH and JOHN DUTHIE the president and secretary of the said company, duly authorized for the purposes hereof, at a meeting of the directors held on the twenty-fourth day of January last, (1898) by resolution, copy of which is hereto annexed, hereinafter called the purchaser,

WITNESS :

THAT HERETOFORE to wit, by deed executed before the undersigned notary this day, the vendor acquired from Alexander F. Riddell and William J. Common, in their capacity of joint curator to the insolvent estate of Robert Forsyth, all the assets of the estate, moveable and immoveable.

Whereas the said Forsyth Granite and Marble Company, Limited, was incorporated with the object of acquiring the said assets ;

And whereas it has been agreed between the parties interested that the same should be transferred to the purchasers for the consideration hereinafter expressed ;

Now THEREFORE these presents and I, the said notary, witness :

1. For the consideration hereinafter expressed, the vendor doth assign, transfer and make over to the purchaser, thereof accepting, all the property by him purchased from the said curator under said deed of sale of this day, and without limiting the generality of the foregoing conveyance, but, for greater certainty, doth hereby assign, transfer and make over to the said purchaser, thereof accepting, those certain lots of real estate more particularly described as follows :

(a) That certain lot of land situate, lying and being in St. Ann's Ward of the said city of Montreal, known and

designated on the official plan and in the book of reference of said ward, by the number ten hundred and seventy-eight (1078);

(b) That certain piece or parcel of land situate, lying and being in St. Ann's Ward aforesaid, and described on the official plan and in the book of reference of said ward as number ten hundred and eighty-six (1086); with the exception of a triangular piece of land forming part of said lot fronting on William street, containing ten feet in front on William street, between the brick building on said street, of William Crawford or representatives, and the south-west line of said lot No. 1086, and from thence running back to a point about thirty-four feet distant. Bounded in front, said triangular piece of land, by William street aforesaid, in rear by lot No. 1085 of said ward, on one side to the north-east by the remainder of said lot No. 1086, and on the other side to the south-west by said lot No. 1085.

That triangular piece of land fronting on Hunter street, being part and portion of lot number ten hundred and eighty-five (1085) on the official plan and book of reference of said St. Ann's Ward, containing about ten feet in front on Hunter street, between the frame and brick building on said street of the said William Crawford or representatives, and the south-west line of the lot No. 1087, and from thence running back to a point about thirty-six feet distant; bounded in front by Hunter street, in rear by lot number 1087, on one side to the north-east by said lot No. 1087, and on the other side to the south-west by the remainder of said lot No. 1085, and also another triangular piece of land running from the rear of the foregoing piece to where it joins said lot No. 1086;

Part of the lot described as number ten hundred and eighty-seven (1087) on said official plan and book of reference of said ward;

The three last above described parts of lots, containing together sixty feet six inches in front on William street, and fifty-eight feet and eight inches in rear by fifty-eight feet in depth; bounded in front by William street, in rear partly by Hunter street and partly by the remainder of said lot No. 1087, on one side to the south-west by said lot No. 1085, and on the other side to the north-east by the remainder of said lot No. 1087;

(c) Those certain lots of land situate and being on Chatham street in St. Ann's Ward aforesaid, and known and designated on the official plan and book of reference of the said ward by number ten hundred and eighty-eight, ten hundred and eighty-nine, ten hundred and ninety, ten hundred and ninety-one, ten hundred and ninety-two, ten hun-

dred and ninety-three and ten hundred and ninety-four (1088, 1089, 1090, 1091, 1092, 1093, 1094);

(d) Those certain lots, pieces or parcels of land situate in St. Ann's ward aforesaid, known and designated on the official plan and book of reference of said ward by numbers ten hundred and ninety-six, ten hundred and ninety-seven, and part of ten hundred and ninety-five (1096, 1097 and part of 1095) to wit, the north-east portion of lot No. 1095 of the same breadth as the other two lots Nos. 1096 and 1097 by all the depth;

(e) That certain tract or parcel of land situate in the township of Stanstead, in the district of St. Francis, in the said province, known and designated as a part of the west end of the south half of lot number two (2) in the fourth (4) range of lots in the said township of Stanstead, bounded and described as follows: commencing on the lake shore at the centre of the width of said lot, thence extending easterly on said centre line the distance of five hundred and twelve feet, thence southerly parallel with the west concession line of the said lot to the south side line of said lot, thence westerly on said south side line to the lake shore, and thence northerly along the lake shore to the place of beginning, together with the right and privilege of a drive-way for carts and carriages from the main road or highway running across said lot to the hereby sold land at all times hereafter;

(f) That certain piece or parcel of land situate in the parish of Ste. Genevieve, in the county of Jacques-Cartier, known and designated as part and portion of lot official number one hundred and eighty-seven (187) on the official plan and book of reference of the counties of Hochelaga and Jacques-Cartier, said piece of land measuring about six hundred feet in length along the road leading from Pointe Claire to Ste. Genevieve, by the width of said lot, and containing about three acres and three quarters of an acre, English measure, in superficies, and bounded at one end towards the north and at the other end towards the south by the remaining portions of said lot No. 187, on one side to the east by the said road, and on the other side to the west by lot official number one hundred and eighty-eight;

With all buildings erected and being on said above described lots of land.

2. The foregoing conveyance is made by the vendor with warranty of his own acts and deeds only.

3. The said purchasers bind and oblige themselves to pay and satisfy, to the indemnification of the vendor, all the obligations assumed by the vendor in virtue of the said deed of conveyance from the said curators, and to reimburse him

