

ninety-five, and the parties have signed with the said notary, these presents first duly read.

(Signed) CLAUDE GRAVEL,
 “ STANISLAS OUELLETTE,
 “ LUDGER OUELLETTE,
 “ MÉLINA AUCLAIR,
 “ ALDÉRIC GRAVEL.

Compared with the original of these presents found in the repertory of A. Lecours, notary public for the Province of Quebec, which repertory is deposited in the archives of the Superior Court of Montreal, and given as a true copy ; nine marginal notes are good, with the remark that the last eight notes likewise exist in the margin of the original ; that the second, third, sixth, seventh, eight and ninth are not initialed, either by the parties or by the notary ; that the fourth and fifth bear the initials of the parties only, although all the said last eight marginal notes have a corresponding reference in the body of the deed, and finally that the notary has not signed the minute, the latter containing at the foot thereof merely the signature of the parties.

E. LAMONTAGNE,
 Deputy Prothonotary, S. C.

Montreal, this 15th September, 1898.

CHAP. 113

An Act to define the rights of the children of Dame Helen Johnston under her marriage contract and her late husband's will, and to ratify and confirm certain deeds

[Assented to 26th March, 1902]

WHEREAS Dame Helen Johnston, widow of the late Preamble.
 William Watson Ogilvie, Albert Edward Ogilvie, William Watson Ogilvie, the two latter as well personally as in their capacity of executors of the will and codicil of the said late William Watson Ogilvie, and Archibald MacNider and Samuel A. McMurtry, in their capacity as executors of the said will and codicil, all of the city and district of Montreal, have, by petition, represented :

That, by a certain contract of marriage passed between Dame Helen Johnston and the late William Watson Ogilvie,

before E. H. Stuart, N. P., on the 2nd of June, 1871, the said Ogilvie gave the said Dame Johnston the usufruct of lot 1876 of the official plan and book of reference of St. Ann's Ward, and of lot 1734 of the official plan and book of reference of St. Antoine Ward, both in the city of Montreal, during her lifetime, provided she remained unmarried, and at her death or remarriage the same to belong to her lawful issue in full property, their heirs and assigns for ever, and should she die without such issue, or in the event of such issue dying in minority without lawful issue, the same to revert to the said Ogilvie, and remain part of his estate ;

That the said late William Watson Ogilvie died, at the city of Montreal, on the 12th day of January, 1900, after having made his last will and codicil before W. de M. Marler, N. P., dated respectively the seventh day of December, 1888, and the twentieth day of February, 1892, whereby he gave the said Dame Johnston, *inter alia*, the usufruct of said lot 1734 St. Antoine Ward (in said will described as "Rosemount"), and an annuity of \$12,000 per annum, and conferred other benefits upon her *in lieu* of the benefits conferred on her by the said marriage contract, said bequest being made conditionally upon her renouncing, within three months after his death, any claims she might have upon his estate under said marriage contract, or by law, and, after making certain specific bequests, gave all the residue of his estate to the children issue of his marriage with the said Dame Helen Johnston, to be divided between such of them as might be living at the time fixed for the division, the lawful issue of any predeceased child as representing their father or mother, said division to take place when the youngest child attained the age of twenty-one years ;

That, by the said will and codicil, Hugh McLennan, Archibald MacNider and Samuel A. McMurry were appointed executors of his said will, but the said Hugh McLennan predeceased the testator ;

That, by an act of the Legislature of the Province of Quebec, 63 Victoria, chapter 113, Albert Edward Ogilvie and William Watson Ogilvie were added to the number of executors aforesaid ;

That, by a deed of sale passed before E. H. Stuart, N. P., on the 1st of June, 1901, the said lot 1876 of St. Ann's Ward was sold to the above executors by Albert Edward Ogilvie and William Watson Ogilvie, the two major children issue of the said marriage, and by Dame Helen Johnston, in her quality of tutrix to Gavin Lang Ogilvie and Alice Helen Ogilvie, the two minor children issue of said marriage, under authority of a judgment rendered by Mr. Justice Mathieu, one of the judges of the Superior Court for the

district of Montreal, as belonging to the said four above-mentioned children ;

That the said property was subsequently sold by the said executors, on the 2nd of July, 1901, to Mark Workman, by deed passed before E. H. Stuart, N. P. ;

That doubts have arisen as to whether the said immoveable property really belonged to the said children at the time the same was sold by them, or whether, under the said marriage contract, a substitution was created, and consequently doubts have arisen as to the validity of the said two deeds of sale above referred to ;

That like doubts have arisen as to whether the said children are the owners of the said lot number 1734 St. Antoine Ward ;

That the said children, the said executors and the said Helen Johnston are unanimously of opinion that, by the renunciation of the said Dame Helen Johnston to her rights under the said marriage contract, the said lot No. 1876 St. Ann's Ward, and the said lot No. 1734 St. Antoine Ward, are the property in full ownership of the said children ;

Whereas the said petitioners have prayed that the deeds of sale above referred to should be ratified and validated ; and that 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 two deeds of sale referred to in the preamble of this act, to wit: the deed of sale,—Appendix A to this act,—from Dame Helen Johnston *es-qualité et al.* to Archibald MacNider *et al.*, *es-qualité*, passed before E. H. Stuart, N.P., on the 1st of June, 1901 ; the deed of sale,—Appendix B to this act,—from Archibald MacNider *et al.* *es-qualité* to Mark Workman, passed before the said E. H. Stuart, N.P., on the 2nd of July, 1901, are declared to have been made by the proprietors of the lots therein mentioned.

2. The said lot No. 1876 of the official plan and book of reference of St. Ann's Ward, and the said lot No. 1734 of the official plan and book of reference of St. Antoine Ward, both in the city of Montreal, are declared to have been the sole property of the said Albert Edward Ogilvie, William Watson Ogilvie, Gavin Lang Ogilvie and Alice Helen Ogilvie, children issue of the said marriage of Dame Helen Johnston with the said late William Watson Ogilvie, since the 5th day of April, 1900, being the date upon which the said Dame Helen Johnston renounced to all her rights

in the above-mentioned marriage contract, the said lot No. 1734 being subject, however, to the usufruct in favor of the said Dame Helen Johnston, created by the said will of the said William Watson Ogilvie.

Coming into
force.

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

APPENDIX A

On this day the first of June in the year of Our Lord one thousand nine hundred and one.

BEFORE ERNEST H. STUART, the undersigned notary public, duly commissioned and sworn, in and for the Province of Quebec, residing and practising at the city and district of Montreal in the said province

APPEARED :

DAME HELEN JOHNSTON, of the said city of Montreal, widow of the late WILLIAM WATSON OGILVIE, in his lifetime of the same place, miller and merchant, deceased, herein acting in her quality of tutrix duly named and appointed as such by *acte de tutelle* duly made and homologated before the prothonotary of the Superior Court at Montreal, the 6th February, 1900, and duly registered in the registry office for the registration division of Montreal West, the 11th February, 1900, under No. 133,357, to Gavin Lang Ogilvie and Alice Helen Ogilvie, her minor children, issue of her marriage with the said late William Watson Ogilvie, and hereunto and for the purpose hereof duly authorized under and by the authorization to sell the shares of and belonging to said minor children in the immoveable property hereinafter described, granted by the Honorable Mr Justice Mathieu, one of the judges of the said Superior Court at Montreal, dated the first day of May last (1901), a duly certified copy of which authorization is hereunto annexed,

And

ALBERT EDWARD OGILVIE, miller, and WILLIAM WATSON OGILVIE, miller, both of the said city of Montreal,

Who have sold, conveyed and made over, and do hereby sell, convey and make over, with legal warranty, jointly and

severally, unto Archibald MacNider, banker, Samuel A. McMurtry, book-keeper, Albert Edward Ogilvie, miller, and William Watson Ogilvie, miller, all of the said city of Montreal, herein acting in their quality of executors of the last will and testament and codicil thereto of the said late William Watson Ogilvie, both passed before Wm. de M. Marler, notary and his colleague, the will on the seventh day of December, eighteen hundred and eighty-eight, and the said codicil thereto on the twentieth day of February, eighteen hundred and ninety-two. The said Archibald MacNider having been appointed as such in and by said will, the said Samuel A. McMurtry having been appointed as such in and by said codicil, and the said Albert Edward Ogilvie and William Watson Ogilvie having been appointed as such by act of the Quebec Provincial Parliament, 63 Victoria, chapter 113, section 2; and which said will and codicil were both duly registered in the registry office for the registration division of Montreal West, on the sixth day of April, 1900, the will under number 133,571, and the codicil under number 133,572.

The said Archibald MacNider herein acting and represented by the said Albert Edward Ogilvie, his attorney, duly appointed as such by power of attorney passed before the undersigned notary on the seventeenth day of May last, (1901), under the number thirty thousand, two hundred and thirty-three of his original minutes; said executors hereto present and accepting the following immoveable property, to wit:

DESCRIPTION

That certain lot of land situate in St. Ann's Ward of the said city of Montreal designated as number eighteen hundred and seventy-six (1876) on the official plan and book of reference of said St. Ann's Ward, bounded in front towards the north-west by Notre-Dame Street, with the building thereon erected, and with all the rights and appurtenances thereto belonging, less, however, the portion of said lot expropriated by the city of Montreal for the widening of Notre-Dame Street.

As said property now subsists with all and every the members, appurtenances and accessories thereto belonging, with the whole of which the said purchasers declare themselves to be content and satisfied.

POSSESSION

To have and to hold the said sold property and appurtenances unto the said purchasers as their own absolute property in virtue hereof, with possession thereof as from the first day of May last (1901.)

TITLE

The above-described and sold property was acquired by the said late William Watson Ogilvie, under the will of the late William Watson, received by James Smith and his colleague, notaries, at Montreal on the first day of April, eighteen hundred and sixty-seven, and was conveyed to him by Alexander W. Ogilvie, in his capacity of executor of the will of the said William Watson, by deed of sale passed before J. Smith, N.P., the twenty-fifth day of October, eighteen hundred and seventy, and registered in the registry office for the registration division of Montreal West, the 7th January, 1871, under No. 60,579.

By the contract of marriage, made and executed by and between the said late William Watson Ogilvie and the said Dame Helen Johnston, bearing date at Montreal, the 2nd June, 1871, and passed before E. H. Stuart, the undersigned notary, and registered in said registry office the 26th June, 1871, under No. 62,838, the said late William Watson Ogilvie gave to the latter the usufruct, amongst other property, of the said piece of land above-described and sold during her natural lifetime, provided she remained unmarried, and gave the ownership of said property to her lawful issue, the whole as more fully set forth in said contract of marriage.

That the said late William Watson Ogilvie died on the twelfth day of January, nineteen hundred, and, by deed or act of renunciation, bearing date at Montreal the sixth day of April, nineteen hundred, passed before the undersigned notary and registered in said registry office, the 6th April, 1900, under No. 133,573, the said Dame Helen Johnston renounced to all the benefits conferred on her under the above recited contract of marriage.

That the said Gavin Lang Ogilvie and Alice Helen Ogilvie, Albert Edward Ogilvie and William Watson Ogilvie, are the sole issue of the marriage of the said late William Watson Ogilvie with the said Dame Helen Johnston, and as such are the owners, under the terms of said contract of marriage, in full property of the piece of land and premises above-described and sold.

TENURE

The said sold property is held under the tenure of *franc alevu roturier*, having been duly commuted and commutation price paid.

VENDORS' DECLARATION

The said vendors jointly and severally declare, as follows :

That said sold property is free from all hypothecs and encumbrances whatsoever and is also free from all taxes and assessments as well general as special up to the first day of May last (1901.)

CONDITIONS

The present sale is made subject to the following conditions, to the fulfilment of which the purchasers oblige themselves, namely :

1. To assume the payment of all taxes and assessments on said sold property as from the first day of May last (1901) ;
2. To maintain the existing leases of said premises, subject to the right on the part of the said purchasers of receiving and collecting at their risk all rents and other charges payable by the lessees thereof as from the said first day of May last (1901) ;
3. To pay the costs of the present deed, of the registration thereof and of a copy of same for said vendors.

PRICE

The present sale and conveyance has been made for and in consideration of the price or sum of forty-two thousand five hundred dollars (\$42,500.00), which the said vendors acknowledge to have had and received of and from the said purchasers at the passing hereof, whereof quit for ever.

Said price being the sum at and for which said above described immoveable property was sold and adjudged to the said purchasers, as being the last and highest bidders, therefor at the judicial sale of said property which was held at the office of the said undersigned notary, on the twenty-eighth day of May last, at eleven of the clock in the forenoon, pursuant to notices of said sale inserted and advertised in the newspaper published in the French language at the said city of Montreal, known as *Le Journal* on the tenth, eleventh, thirteenth and fourteenth (10th, 11th, 13th and 14th) days of May last, and in the newspaper published in the English language, at the said city of Montreal, known as the *Daily Witness*, on the ninth, eleventh, sixteenth and eighteenth (9th, 11th, 16th, and 18th) days of May last, and said sale having been conducted by the said undersigned notary, who was specially appointed so to do by said authorization to sell, and by Godefroi A. Lafontaine of the said city of Montreal, a bailiff of said Superior Court, and in the pres-

ence of the said Dame Helen Johnston, in her said capacity of tutrix to said minor children, and also in the presence of the said Albert Edward Ogilvie, in his capacity of subrogate tutor to the said minor children, the whole as appears by the *procès-verbal* of proceedings of said sale hereto annexed and signed *ne varietur*.

And the said Albert Edward Ogilvie, acting in his capacity of subrogate tutor, duly named and appointed, to the said Gavin Lang Ogilvie and Alice Helen Ogilvie, said minor children, duly named as such under the *acte de tutelle*, herein-above recited, doth hereby declare that he was duly present at the said sale in his said capacity as appears by said *procès-verbal*, and having taken communication hereof, doth hereby, as said subrogate tutor, ratify and confirm said sale, consenting that these presents have their fullest force and effect.

And the said Dame Helen Johnston, acting in her own name and on her own behalf, doth hereby, in so far as the same may be necessary, convey and make over to the said purchasers, accepting thereof, any and all rights which she may have or pretend under any title or for any cause or reason whatsoever, in, to or upon the property above described and sold, and doth again specially renounce to and abandon forever all right of dower, usufruct and other rights whatsoever which she may have upon or in respect to said above described and sold immoveable property, whether under the contract of marriage, made and executed by and between her and the said late William Watson Ogilvie above recited or otherwise howsoever.

And the said purchasers in their said capacity of executors of the will and codicil thereto of the said late William Watson Ogilvie, declare that, whereas, in and by the said authorization to sell above recited, it is provided *inter alia* that they should join in the sale of the property above described for the purpose of conveying any rights which the estate of the said late William Watson Ogilvie might have in said property, the fact of their having become the purchasers of said property renders it unnecessary for them to do so, but they do hereby in their said capacity, in so far as the same may be required or necessary to carry out the terms of said authorization to sell, declare their approval of the present sale and conveyance and accept the same as being sufficient in every respect to vest in them in their said capacity of executors of the will and codicil of the said late William Watson Ogilvie, the absolute ownership of said property including all the rights therein of said estate.

WHEREOF ACTE,

DONE AND PASSED in the said city of Montreal, on the date herein-above firstly written, under the number thirty thou-

sand, two hundred and eighty-nine of the original minutes of said undersigned notary, and after due reading hereof said appearers have signed with and in the presence of said notary.

(Signed) HELEN J. OGILVIE, *Tutrix*,
 “ A. E. OGILVIE,
 “ W. WATSON OGILVIE,
 “ HELEN J. OGILVIE,
 “ A. MACNIDER,
 per A. E. OGILVIE, Attorney,
 “ A. E. OGILVIE,
 “ W. WATSON OGILVIE,
 “ S. A. MCMURTRY,
 “ E. H. STUART, *N.P.*

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

E. H. STUART, *N. P.*

PROCES-VERBAL OF SALE

On this twenty-eighth day of the month of May, in the year nineteen hundred and one.

At eleven of the clock in the forenoon.

AT THE REQUEST and in the presence of Dame Helen Johnston of the city of Montreal, in the district of Montreal, widow of the late William Watson Ogilvie, in his lifetime of the same place, miller and merchant, deceased, in her capacity of tutrix duly named and appointed to Gavin Lang Ogilvie and Alice Helen Ogilvie, her minor children issue of her marriage with her said late husband, and also in the presence of Albert Edward Ogilvie, of the said city of Montreal, miller, in his capacity of subrogate tutor duly named and appointed to said minors, in conformity with the authorization of sale granted by the Honorable Mr. Mathieu, one of the judges of the Superior Court, at Montreal, the first day of May instant, and also in the presence of Ernest H. Stuart, of the said city of Montreal, the undersigned

notary public, specially appointed by said authorization to conduct the proceedings of the sale thereby authorized, the judicial sale of the immoveable property hereinafter described, belonging partly to the said Albert Edward Ogilvie and to William Watson Ogilvie and partly to the said Gavin Lang Ogilvie and Alice Helen Ogilvie, will be proceeded with, in the office of the said undersigned notary public, No. 1709 Notre Dame street in the said city of Montreal, by Godefroi A. Lafontaine, a bailiff of the said Superior Court in and for said district, to wit :

DESCRIPTION.

o That certain lot of land situated in St. Ann's Ward of the said city of Montreal, designated as number eighteen hundred and seventy-six (1876), on the official plan and book of reference of said St. Ann's Ward, bounded in front to the northwest by Notre Dame street, with the building erected thereon and with all the rights and appurtenances thereto belonging, less, however, the portion of said lot expropriated by the city of Montreal for the widening of Notre-Dame street.

Subject to the conditions mentioned and set forth in the conditions of sale hereto annexed, approved of and signed *ne varietur* by the parties hereto and undersigned notary.

A notice of said sale, containing a description of said immoveable property and mentioning the place, day and hour of the sale, having been, in conformity with said authorization duly inserted in a newspaper published in the French language and in one published in the English language in the city of Montreal, twice a week during a period of two weeks, namely, in the newspaper called *Le Journal*, published in the French language on the 10th, 11th, 13th and 14th days of May instant, and in the newspaper called *Daily Witness*, published in the English language on the 9th, 11th, 13th and 18th days of May instant, as appears by fyles of said newspapers respectively hereunto annexed and signed *ne varietur* by said undersigned notary.

And immediately on the day and at the hour and place aforesaid, and in the presence of persons then and there assembled, and after the annexed condition of sale had been first publicly read out, the said immoveable property was put up and offered for sale, and the following bids were made for same, to wit :

Name of bidder.	Residence.	Amount of bid.
Executors of the last will and codicil of the late William Watson Ogilvie.	Montreal.	{ Forty-two thousand, five hundred dollars, (\$42,500.00)

And the said executors of the will and codicil thereto of the late William Watson Ogilvie, being the last and highest bidder for said immoveable and more than fifteen minutes having expired from the time said property was put up for sale, the same was adjudged them the said executors of the will and codicil thereto of the late William Watson Ogilvie at and for the said sum of forty-two thousand, five hundred dollars, (\$42,500.00).

IN TESTIMONY WHEREOF, the said party, notary and bailiff have signed the present *Procès Verbal* and minutes of sale in duplicate on the date above mentioned.

(Signed), HELEN J. OGILVIE, *Tutrix*.
 “ A. E. OGILVIE, *Sub. Tutor*.
 “ G. A. LAFONTAINE, B. S. C.
 “ E. H. STUART, N. P.

We, Archibald MacNider, banker, Samuel A. McMurtry, book-keeper, Albert Edward Ogilvie, miller, and William Watson Ogilvie, miller, all of the city and district of Montreal, acting in our quality of executors of the last will and testament and the codicil thereto of the late William Watson Ogilvie, in his lifetime of the said city of Montreal, miller and merchant, deceased; said Archibald MacNider herein acting by the said Albert Edward Ogilvie, his attorney, duly constituted under power of attorney before Ernest H. Stuart, notary, the 17th May instant, (1901,) hereby acknowledge to have purchased the immoveable property and premises mentioned in the foregoing proceedings at and for the price or sum of forty-two thousand, five hundred dollars, and subject to the annexed conditions of sale.

(Signed), A. MACNIDER.
 Per A. E. OGILVIE, *Atty*.
 “ A. E. OGILVIE.
 “ W. WATSON OGILVIE.
 “ S. A. McMURTRY.
 “ E. H. STUART, N. P.

A true copy.

E. H. STUART, N. P.

APPENDIX B

On this second day of the month of July in the year nineteen hundred and one.

BEFORE ME, ERNEST H. STUART, the undersigned notary public duly commissioned and sworn, residing and practising in the city of Montreal, in the district of Montreal and Province of Quebec

APPEARED :

ARCHIBALD MacNIDER, banker, SAMUEL A. McMURTRY, book-keeper, ALBERT EDWARD OGILVIE, miller, and WILLIAM WATSON OGILVIE, miller, all of the said city and district of Montreal, and all herein acting in their quality of executors of the last will and testament and the codicil thereto of the late William Watson Ogilvie, in his lifetime of the said city of Montreal, miller and merchant, deceased, both passed before W. de M. Marler, notary and his colleague, the will on the seventh day of December, eighteen hundred and eighty-eight, and the said codicil on the twentieth day of February, eighteen hundred and ninety-two.

The said Archibald MacNider having been appointed as such in and by said will and the said Samuel A. McMurtry having been appointed as such in and by the said codicil, and the said Albert Edward Ogilvie and William Watson Ogilvie having been appointed as such by act of the Quebec Provincial Parliament, 63 Victoria, chapter 113, section 2; and which said will and codicil were both duly registered in the registry office for the registration division of Montreal West on the 6th day of April, 1900, the will under the No. 133,571, and the codicil under No. 133,572, together with declaration by said executors passed before the undersigned notary the 2nd October, 1900, mentioning the date of the death (12th January, 1900) of the said testator and describing the immoveable property transmitted by said will registered the 10th December, 1900, under No. 134,510; the said Archibald MacNider herein acting and represented by his attorney, the said Albert Edward Ogilvie, duly constituted as such under power of attorney, passed before the undersigned notary on the seventeenth day of May last (1901), and executed under the number 30,232 of his original minutes.

Which said appearers, acting in their capacity aforesaid, have sold and conveyed and do hereby sell and convey with legal warranty unto Mark Workman, of the said city of

Montreal, wholesale clothier and manufacturer, hereto present and accepting, purchaser for himself, his heirs and assigns the following immoveable property, to wit :

DESCRIPTION

1. That certain piece of land situate in St. Ann's Ward of the said city of Montreal, known and designated as lot number eighteen hundred and seventy-seven on the official plan and book of reference of said St. Ann's Ward, bounded in front to the north-west by Notre Dame street, less however that portion of said lot expropriated by the city of Montreal for the widening of said street.

2. That certain piece of land situate in said St. Ann's Ward of the city of Montreal designated as lot number eighteen hundred and seventy-six (1876) on the official plan and book of reference of said St. Ann's Ward, bounded in front to the northwest by said Notre Dame street, less however that portion of said lot expropriated by the city of Montreal for the widening of said Notre Dame street.

The said two pieces of land being contiguous to each other and forming one block of land and having thereon erected that certain building known as the "Balmoral Hotel."

POSSESSION

As the said property now subsists, with all and every the rights, members, appurtenances and accessories to said property belonging, subject to all servitudes, if any, and to all rights of *mitoyenneté* in the northeast and southwest gables of said building.

To have and to hold the same unto and by the said purchaser, his heirs and assigns as his and their own absolute property, with possession thereof as from the first day of May last (1901.)

TITLE

The said property above firstly described was acquired by the said William Watson Ogilvie from Dame Agnes Bruce, widow of the late Munro Ramsay, Alexander Baxter Almour and John Fair as assignee to the insolvent estate of William Almour, by deed of sale bearing date at Montreal, the 29th January, 1883, passed before W. de M. Marler, N.P., and registered in the registry office for the registration division of Montreal West, the 15th February, 1883, under No. 107,960.

The title of the said Dame Agnes Bruce and of the said Alexander Baxter Almour and William Almour to said property being fully set forth in the above recited deed of sale.

The property above secondly described was bequeathed by the late William Watson to the said late William Watson Ogilvie, by and under the will of the former, received by James Smith and colleague, notaries, on the first day of April, eighteen hundred and sixty-seven, and by delivery of bequest made by Alexander W. Ogilvie, as executor of the will of the said late William Watson, in favor of the said late William Watson Ogilvie, passed before James Smith, N.P., the 25th October, 1870, and registered in the registry office for the registration division of Montreal West, the 7th January, 1871, under No. 60,579; said property above secondly described and sold, was conveyed and made over to the said late William Watson Ogilvie.

By the marriage contract by and between the said late William Watson Ogilvie and Helen Johnston, passed before the undersigned notary, 2nd June, 1871, registered in the registry office for the said registration division of Montreal West, the 20th June, 1871, under No. 62,838, the usufruct of said property above secondly described was given to the latter and the ownership thereof was given to the lawful issue of the said Helen Johnston.

By deed of sale, under authority of justice, passed before the undersigned notary, the first day of June last, (1901), registered in the registry office for the registration division of Montreal West, the second day of July instant, (1901), under the No. 135,317, the said vendors in their said capacity acquired said property above secondly described from the said Dame Ellen Johnston in her capacity of tutrix to Gavin Lang Ogilvie and Alice Helen Ogilvie, her minor children, and from the said Albert Edward Ogilvie and William Watson Ogilvie, being the sole issue of the marriage of the said late William Watson Ogilvie with the said Dame Helen Johnston.

By the deed of sale lastly above recited, the said Dame Helen Johnston renounced all rights of usufruct, dower and other rights whatsoever which she might have in, to or upon the property above described and sold, and also thereby conveyed all rights which she might have therein to the said vendors *es-qualité*.

TENURE

The said sold property is held under the tenure of *franc alev roturier* having been commuted and commutation price paid.

CHARGES AND CONDITIONS

The present sale has been made subject to the following charges and conditions, to the fulfilment whereof, the purchaser obliges himself, namely :

1. To pay the cost of the present deed of sale, of its registration and of a duly certified copy for said vendors.
2. To accept said property in the state and condition the same is now in, and subject to the existing leases thereof, with the right on the part of the said purchaser of collecting and receiving at his risk the rents and other charges, if any, payable by the tenants and lessees of said premises, as from the first day of May last (1901).
3. To pay all taxes and assessments which may be imposed and levied upon said property as from the first day of May last (1901).

VENDORS' DECLARATION

The said vendors declare and covenant that the said sold properties are free and clear of all hypothecs, claims and encumbrances, save and except the claim amounting to the sum of two thousand, two hundred and fifty dollars herein-after mentioned, and also free and clear of all taxes and assessments, as well general as special, up to the first day of May last (1901).

PRICE

The present sale has been made for good and valid consideration, which the said vendors acting as aforesaid acknowledge to have had and received of and from the said purchaser, partly at and partly previous to the execution hereof, whereof they grant acquittance and discharge, and, furthermore, for and in consideration of the sum of two thousand, two hundred and fifty dollars (\$2,250.00), which the said purchaser will retain in his hands until the death of the said William Almour, when the same shall be paid by him to the children, issue of the marriage of the latter with his deceased wife Dame Ellen Kerr, or to such other person or persons as may be entitled by law to the same, in the event of said children not surviving their father; and, in the meantime, said purchaser promises and obliges himself to pay interest on the same, at the rate of six per centum per annum, to be reckoned from the twenty-ninth day of July instant, (1901), payable half yearly on the twenty-ninth day of the months of January and July in each year, whereof the first payment will become due on the twenty-ninth day of January next;

said interest to be paid by the said purchaser *à qui de droit*; the said purchaser also obliging himself to insure and keep insured against loss or damage by fire for an amount equal to the balance of said price, and to transfer to the holders of said claim, with preference over said purchaser's own claim, the policy of such insurance and the indemnity which may become due thereunder; the whole in accordance with the terms under said deed of sale from the said Dame Agnes Bruce *et al.*, to the said late William Watson Ogilvie of the twenty-ninth day of January, eighteen hundred and eighty-three, passed before the said W. de M. Marler, N. P., above recited, to the complete exoneration and discharge of the said vendors.

WHEREOF ACT :

DONE AND PASSED at the said city of Montreal on the date herein-above firstly written, under the number thirty thousand three hundred and seventy-eight of the original minutes of said undersigned notary, and after due reading said appearers have signed with and in the presence of said notary.

(Signed)	A. McNIDER,
	<i>per</i> A. E. OGILVIE, <i>Attorney</i> ,
"	A. E. OGILVIE,
"	W. WATSON OGILVIE,
"	S. A. McMURTRY,
"	MARK WORKMAN,
"	E. H. STUART, N. P.

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

E. H. STUART, N. P.

CHAP. 114

An Act respecting the estates of the late John McDougall and of the late Dame Maud Mary McDougall

[Assented to 26th March, 1902]

Preamble.

WHEREAS Edgar Mill McDougall, Agnes Kenneth McDougall, Jessie Edgar McDougall, all of the city and district of Montreal, Dame Linda Barbara McDougall, wife separate as to property of John D. Hayden, of Coburg, in the Province of Ontario, Frederick Clarence Henshaw, in his