

REMOVED TO
ROOM 417
INSURANCE EXCHANGE BUILDING
190 ST. JAMES ST.
R.B. HUTCHESON
NOTARY PUBLIC
CANADA LIFE CHAMBERS
189 ST. JAMES STREET
MONTREAL

October Thirteenth,
Nineteen hundred and
twenty-four.

Manager,
Montreal Securities Corporation,
145 St. James St.
Montreal,

Dear Sir,-

In reference to the draft deed of Promise of Sale from Mr. McConnell in favour of Alfred Payne et al there are a few amendments which I think should be made before the document is signed by Mr. McConnell.

I have made a few unimportant alterations in pencil upon the draft deed which I return herewith. There are however ~~some~~ ^{points} upon which I think the deed should be altered considerably.

It is stated that the Vendor will grant priority of the hypothec when the dwellings are completed but no limit is placed upon such hypothec. There must be some amount mentioned as Mr. McConnell's mortgage might be quite valueless should the first mortgage be sufficient to cover the cost of the land and building.

The same mention applies to Paragraph 4.

The 5th Paragraph I would like to have altered to read as follows, - "The present deed shall not be registered and if registered (either with or without the consent or approval of the Promising Purchasers) such registration shall ipso facto operate a cancellation hereof and of all rights of the Promising Purchasers herein."

In the 6th Clause I think the words "but otherwise acknowledge the same" should be deleted and an addition should be added to this clause that the same obligations be inserted in the deed of sale to the Promising Purchasers.

*OK before
approval*

no

no

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M. Sec. Corp.

10/13/24

My principal objection to the present Promise of Sale is that there is no time limit or default whatever and according to the way it is drafted, Mr. McConnell might have his property held up indefinitely. I would therefore suggest that a time limit be stipulated and that the usual penalty clause be inserted, something to the following effect,- " In the event of the Promising Purchasers making default in the payment of any one of the said instalments of capital or interest within fifteen days after their maturity or in the event of their making default in the carrying out of any of the clauses, conditions and obligations herein contained promptly and to the satisfaction of the Promising Vendor, the present Promise of Sale shall ipso facto become null and void and all monies theretofore paid by the Promising Purchasers either as capital or interest shall be retained by the Promising Vendor as liquidated damages for such default and remain from and after that date the absolute property of the Promising Vendor without any notice, demand or formality of any kind on his part."

Yours Faithfully,

McConnell

*Has been drawn
in case of default.
The proposed clause
is more than fair
property should be
returned*



O N T H I S D A Y, the fourth
of the month of December, Nineteen hundred and twenty-four,

BEFORE ME. LIONEL JORON, the undersigned Notary, duly admitted and sworn in and for the Province of Quebec, practising in the City and District of Montreal,

CAME AND APPEARED:-

JOHN WILSON McCONNELL, residing in the City of Montreal, Manufacturer,

HEREINAFTER CALLED THE " PROMISING VENDOR "

WHO DOTH HEREBY PROMISE TO SELL with legal warranty, free and clear of all encumbrances whatsoever,

U N T O :-

ALFRED PAYNE and L. HENRI TREMBLAY, both residing in the Town of Montreal-West, Builders and Contractors, there carrying on business as such in partnership under the firm name of "A. PAYNE & CO. "

HEREINAFTER CALLED THE "PROMISING PURCHASERS,"

hereto present and accepting for themselves, their heirs and assigns, the following immovable properties, namely:-

D E S C R I P T I O N .

1o. That certain emplacement situate at the corner of St. James and Ballantyne Avenue South in the Town

(of)

of Montreal-West, known and designated as lot Number five hundred upon the Official Subdivision Plan of Lot Number One hundred and forty (No.140-500), upon the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, measuring forty-four feet (44') in width by one hundred and ten feet (110') in depth, English Measure, more or less.

20. And that certain emplacements situate at the corner of St. James Street and Ballantyne Avenue North in the Town of Montreal-West, known and designated as Lot Number One hundred upon the Official Subdivision Plan of Lot Number one hundred and forty (No.140-100), upon the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, measuring forty-eight feet (48') in width by one hundred feet (100') in depth, English Measure, more or less.

As the whole now is with all the rights, members and appurtenances thereunto belonging, without any exception or reserve whatsoever on the part of the Promising Vendor.

P R I C E .

The Price of Sale shall be the sum of One thousand nine hundred and twenty-eight dollars - - (\$1,928.00) in part payment whereof the Promising Purchasers have presently paid in cash to the Promising Vendor, who acknowledges the same, the sum of fifty dollars (\$50.00) whereof quit for so much.

And the balance, being of the sum of one thousand eight hundred and seventy-eight dollars - - (\$1,878.00), the Promising Purchasers hereby bind and oblige themselves, jointly and severally, to pay to

(the)

the Promising Vendor by consecutive, monthly instalments of at least fifty dollars (\$50.00) each, the first whereof shall become due within one month from the date of completion of the dwelling to remain affected and hypothecated in favour of the Promising Vendor as security for the payment of said balance of price of sale and interest thereon, as hereinafter mentioned, with interest on the said sum of One thousand eight hundred and seventy-eight dollars (\$1,878.00), or on any part thereof to remain due from time to time, reckoned from the fourth day of September last (1924), at the rate of six and one-half per centum ($6\frac{1}{2}\%$) per annum, until the date of execution of the Deed of Sale of the said properties as hereinafter mentioned, and at the rate of seven per centum (7%) per annum from said date of execution of said Deed, said Interest to be payable half-yearly on the fourth day of the months of March and September of each year, the first payment of said Interest to become due on the fourth day of the month of March next (1925), and all interest not paid on date of maturity, to itself bear interest at the then current rate as aforesaid from due date.

C O N D I T I O N S .

The present Promise of Sale is so made subject to the following charges and conditions, to the fulfilment whereof the Parties hereto respectively bind and oblige themselves, namely:-

1o. That the Promising Purchasers shall pay the cost of this Deed and of a copy thereof for the

(Promising)

Promising Vendor, as well as the cost of the Deed of Sale to be executed as hereinafter mentioned, its registration, a Certified Copy thereof for the Promising Vendor, and the registration of a Notice of the address of said Promising Vendor;

20. That the Promising Purchasers shall pay all taxes and assessments, general and special, affecting the said properties from the fourth day of September last (1924), and their proportion from said date of those for the current year;

30. That the Promising Purchasers shall, as they hereby bind and oblige themselves, jointly and severally, erect a good, substantial dwelling on each of the two subdivision lots hereinabove described, within a period of one year from the said fourth day of September last (1924), only one of said dwellings, when completed, with that of said Subdivision Lots on which the same is erected, to remain affected and hypothecated in favour of the Promising Vendor as security for the payment of the balance then remaining due of said price of sale, plus interest thereon, the Promising Vendor moreover agreeing to grant the necessary priority so that his said Hypothec and Privilege of Vendor shall rank, on such dwelling and lot to be so affected and hypothecated in his favour, as a second Hypothec, after a first Hypothec to be executed by the Promising Purchasers as security for a Loan to be obtained by them on such dwelling and subdivision lot, the capital amount of which loan shall not exceed sixty per cent (60%) of the total value of said dwelling and lot so affected and hypothecated.

40. That the Promising Purchasers shall have

(immediate)

immediate possession of the said properties for the purpose of erecting the dwellings above mentioned, the Promising Vendor agreeing to execute a Deed of Sale of the said properties, in favour of said Promising Purchasers, as soon as one of said dwellings is completed or far enough advanced in construction to enable the Promising Purchasers to obtain a Loan thereon, and that it is necessary for them to sign and execute a first Hypothec as security for such Loan;

50. That the Promising Purchasers shall not register or permit the registration of the present Promise of Sale, nor register or permit the registration of any Hypothec or Lien upon the said properties, until execution of the Deed of Sale as aforesaid;

60. And that the Promising Purchasers shall respect, to the exoneration of the Promising Vendor, but without otherwise acknowledging the same, all conditions to which said Promising Vendor is bound under his Deed of Acquisition of the said properties, being a Deed of Sale executed in his favour by JOHN JEREMIAH COOK before E. Cholette, Notary, on the fifth day of July, Nineteen hundred and eighteen (1918), registered at the Registry Office for the Counties of Hochelaga and Jacques-Cartier under No. 362751.

The said JOHN WILSON McCONNELL declares that he was but once married, and that his wife, from whom he is separate as to property, is still living.

WHEREOF ACTE :-

(DONE)

DONE AND PASSED at the said
City of Montreal, and of record in the office of the
undersigned Notary under the Number nine thousand
five hundred and thirty-seven.

AND, AFTER DUE READING HEREOF, the Parties sign-
ed with and in the presence of the undersigned No-
tary.

(Signed) A. Payne,
" L.H. Tremblay,
" J. W. McConnell,
" LIONEL JORON, Notary.

TRUE COPY of the original hereof remaining of
record in my Office.

Lionel Joron
Notary

X

No. 9537.

THE 4th December 1924.

COPIED BY

COMPARED BY

Handwritten initials

PROMISE OF SALE

By

JOHN WILSON McCONNELL,

in favour of

ALFRED PAYNE and L. HENRI TREMBLAY

1st Copy.

Decary, Barlow & Doron,

Notaries,

Montreal.

undersigned Notary under
City of Montreal, and of res

DONE AND P

id

Tel. McBrquette 5678

Bourke, Hutcheson & Stevenson
Notaries

Royal Bank Building
360 St. James Street West

W. MANLY BOURKE J. HOLDEN HUTCHESON
FREDERICK K. STEVENSON

RECORDS OF E. W. H. PHILLIPS AND R. B. HUTCHESON

Montreal

Eighth day of May,
Nineteen hundred and forty-one.

Messrs Montreal Securities Corp.,
215 St. James Street West,
Montreal, P.Q.

Dear Sirs:- Attention Mr. Chislett

We have checked the title to the two lots
in Montreal West known as subdivisions 100 and 500 of
Official lot number 140 in the Books at the Registry Office
and beg to report as follows:-

Lots 140-100 and 500 Parish of Montreal

Sale from John Jeremiah Cook to John Wilson McConnell passed
before E. Cholette, Notary, on the 5th of July, 1918, registered
in Hochelaga and Jacques Cartier under the No. 362751. Price
\$2,651.00 paid cash.

Sale from John Wilson McConnell to Alfred Payne and L. Henri
Tremblay carrying on business together under the firm name
of A. Payne & Co., passed before L. Joron, N.P., on the 10th
of September, 1925, registered in the Montreal Registry Office
under the No. 90358. Price \$1,928.00 on account of which \$50.00
was paid and the balance of \$1,878.00 payable to Vendor by
instalments. Vendor's privilege for the balance on lot 140-
100 and buildings thereon only. Vendor grants Main-Levee of privi-
lege on 140-500.

Sale from L. Henri Tremblay of all his rights, title and int-
erest in the above lots (with others) to Alfred Payne, passed
before L. Joron, Notary, on the 5th of March, 1926, registered
in the Montreal Registry Office under No. 105890. Consideration
\$1.00 cash paid and the assumption hypothecarily but not personally
by Payne of all claims against the properties.

(Sale)

Sale by Alfred Payne carrying on business alone under the firm name of A. Payne & Co. to Holdings & Investments Limited of the above lots (with others) passed before J. M. Purcell, N.P., on the 29th of May, 1929, registered in the Montreal Registry Office under the No. 214072. Price \$1.00 and other good and valuable considerations and assumption by Purchaser of all hypothecary claims affecting the properties.

Lot 140-100

Tax Sale by Town of Montreal West held on 27th of July, 1936, Proprietor at the time of Sale Holdings & Investments Limited. Taxes, interest and costs \$2,167.49 - Sold to Title Guarantee & Trust Company for \$2,189.16. Adjudication deposited in the Registry Office 11th August, 1936, No. 4306.

Sale from Town of Montreal West to Debaron Realities Limited (with consent and at the request of Title Guarantee & Trust Company as appears from its Intervention in the deed) passed before H. Decary, N.P., on the 7th of January, 1938, registered in the Montreal Registry Office under No. 425889. Price \$2,189.16.

Lot 140-500

Transfer and Conveyance by Holdings & Investments Limited of all its rights, title and interest in this lot to Debaron Realities Limited passed before H. Decary, N.P., on the 16th of November, 1936, registered in the Montreal Registry Office under the No. 403524. Consideration assumption of \$12,000.00 due Alphonse St. Germain et al es qual under deeds Registered under the Nos. 87679, 96983, 105890 and 214072.

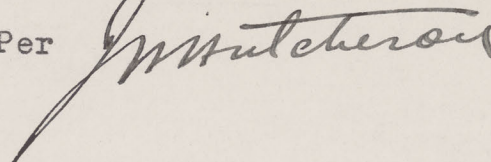
From the foregoing you can see that both these lots appear to be owned by Debaron Realities Limited.

On examination of the Books at the Registry Office both these lots appear to be affected by undischarged hypothecs but we have not obtained the particulars concerning these pending decision as to whether or not the lots are owned by you.

Yours faithfully,

BOURKE, HUTCHESON & STEVENSON

Per



Received from MONTREAL SECURITIES CORPORATION, the following:-

1. Agreement of Sale between James Armstrong and John J. Cook & R.W.Burgess re Lot 100, Official Plan No. 140, Upper Lachine Road dated February 1, 1912.
2. Agreement of Sale between James Armstrong and John J. Cook & R.W.Burgess re Lot. No. 500, Official Plan No. 140, Lachine Road, dated January 16, 1912.

MONTREAL, May 5, 1941.

BOURKE, HUTCHESON & STEVENSON

Per: *B. Scott*

*The ~~the~~ Building was completed for
occupation on the 1st day of October 1926
possession being taken by Mr. Connolly
the first Periodic Payment was due Nov 1st 1926
being one month after Building was completed.*

ON THIS DAY, the tenth of
the month of September, Nineteen hundred and twenty-
five,

BEFORE M^{RE}. LIONEL JORON, the undersigned
Notary, duly admitted and sworn in and for the Pro-
vince of Quebec, practising in the City and District
of Montreal,

CAME AND APPEARED:-

JOHN WILSON McCONNELL, residing
in the City of Montreal, Manufacturer,

HEREINAFTER CALLED THE "VENDOR",

Who doth hereby sell, with legal warranty and
free and clear of all encumbrances whatsoever,

U N T O :-

ALFRED PAYNE and L. HENRI TREMBLAY,
both residing in the Town of Montreal-West, Builders
and Contractors, there carrying on business as such
in partnership under the firm name of "A. PAYNE &
CO.",

HEREINAFTER CALLED THE "PURCHASERS",

hereto present and accepting for themselves, their
heirs and assigns, the following immoveable proper-
ties, namely:-

DESCRIPTION.

1o. That certain emplacement situate at the
corner of St. James and Ballantyne Avenue South in
the Town of Montreal-West, known and designated as
lot Number five hundred upon the Official Subdivision
Plan of Lot Number one hundred and forty (No. 140-500)
upon the Official Plan and Book of Reference of the

(Municipality)



Municipality of the Parish of Montreal, measuring forty-four feet (44') in width by one hundred and ten feet (110') in depth, English Measure, more or less, without building.

2o. And that certain emplacement situate at the corner of St. James Street and Ballantyne Avenue North, in the Town of Montreal-West, known and designated as lot Number one hundred, upon the Official Subdivision Plan of Lot Number one hundred and forty (No.140-100), upon the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, measuring forty-eight feet (48') in width by one hundred feet (100') in depth, English Measure, more or less, without building.

As the whole now is with all the rights, members and appurtenances thereunto belonging, without any exception or reserve whatsoever on the part of the Vendor.

T I T L E .

The Vendor acquired the said properties under the terms of a Deed of Sale executed in his favor by JOHN JEREMIAH COOK, before E. Cholette, Notary, on the fifth day of the month of June, Nineteen hundred and eighteen (1918), registered at the then Registry Office for the Counties of Hochelaga and Jacques-Cartier under No.362751.

P O S S E S S I O N .

By virtue of these presents, the Purchasers shall be the absolute owners of the said property, having already had possession thereof.

VENDOR'S DECLARATIONS.

THE VENDOR DECLARED AND COVENANTED:-

10. That the said property is held under the Tenure of FRANC ALEU ROTURIER, having been duly commuted and the commutation price thereof having been paid;

20. That it is free and clear of all encumbrances whatsoever and also free and clear of all taxes and assessments, general and special, to the fourth day of the month of September last(1924),

30. That he was but once married namely to Dame LILY GRIFFITH, from whom he is separate as to property, and who is still living.

C O N D I T I O N S .

The present Sale is thus made subject to the following charges and conditions, to the fulfilment of which, the Purchasers hereby bind and oblige themselves, namely:-

10. To pay the cost of this deed, its registration, a certified copy thereof for the Vendor and the registration of a notice of the address of the said Vendor.

20. To pay all taxes and assessments, general and special, affecting the said property from the fourth day of the month of September last(1924), and their proportion from said date of those for the current year, as well as any and all instalments to become due from said date of any special assessments, payment whereof is spread over a term of years.

30. To respect, to the exoneration of the Vendor, but without otherwise acknowledging the same, the conditions to which the said Vendor may be bound under his Deed of Acquisition of said

(properties)

properties hereinabove mentioned.

P R I C E .

X
The present Sale is so made for the price and sum of one thousand nine hundred and twenty-eight dollars (\$1,928.00), in deduction and part payment whereof, the Purchasers have paid in cash, to the Vendor, who hereby acknowledges the same, the sum of fifty dollars (\$50.00), whereof quit for so much.

And as to the balance, being of the sum of one thousand eight hundred and seventy-eight dollars (\$1,878.00), the Purchasers hereby bind and oblige themselves, jointly and severally, to pay the same to the Vendor by consecutive monthly instalments of at least fifty dollars (\$50.00) each, the first whereof shall become due within one month from the date of completion of the building hereinafter mentioned, with interest on the said sum of one thousand eight hundred and seventy-eight dollars (\$1,878.00), or on any part thereof remaining due from time to time at the rate of six and one half per centum ($6\frac{1}{2}\%$) per annum, reckoned from the fourth day of the month of September last (1924), until the date of execution of the Deed of Sale of the said property, as hereinafter mentioned, and at the rate of seven per centum (7%) per annum, from said date of execution of said deed, such interest to be payable half-yearly on the fourth day of the months of March and September of each year, the first payment of said interest to become due on the fourth day of the month of September next (1925), and all interest not paid on date of maturity to, itself, bear interest at the then current rate, as aforesaid, from due date.

(All)

All payments in capital and interest shall be made at the office of the undersigned Notary, in the City of Montreal.

As security for the faithful payment of the balance of purchase price hereinabove mentioned and interest thereon, the Purchasers hereby specially hypothecate, in favor of the Vendor, that certain emplacement forming the North-East corner of St. James Street and Ballantyne Avenue South, in the Town of Montreal-West, known and designated as lot Number one hundred, upon the Official Subdivision Plan of lot Number one hundred and forty (140-100), upon the Official Plan and Book of Reference of the Parish of Montreal, with the building thereon erected bearing Civic No. 27 of said St. James Street and No. 49 of said Ballantyne Avenue South, and with and subject in favor of said emplacement and of that immediately adjoining the same, to the North-East, known as subdivision lot Number ninety-nine, and of the buildings thereon erected and of the owners thereof, to the right of view and of way, on foot only, in, over and upon that certain vacant strip of land and to remain vacant measuring eight feet in width, English Measure, by the whole depth of said lots, and being taken for five feet and six inches in width, English Measure, from the extreme North-East part of said Subdivision Lot Number one hundred, and for the remaining two feet and six inches in width, English Measure, from the extreme South-West part of said subdivision lot Number ninety-nine; and in consideration of the said hypothec hereby created in his favor, as aforesaid, the said JOHN WILSON McCONNELL doth hereby grant

(mainlevee)

mainlevee pure and simple of the privilege of Vendor existing or which might exist, in his favor, on the subdivision lots presently sold, except on said subdivision lot number one hundred hereinabove described and specially hypothecated in his favor, for the payment of the said balance of purchase price, to which his hypothec is hereby restricted.

As further security for such payment, the Purchasers promise and bind themselves to insure and keep insured against loss by fire, with an Insurance Company approved by the Vendor, all buildings erected on the said land, presently hypothecated, for an amount of not less than one thousand eight hundred and seventy-eight dollars (\$1,878.00), and to transfer the policy of such insurance and the indemnity which may become due thereunder to the said Vendor, and also to deliver, to said Vendor, the receipts for the renewal of said insurance, twenty-four hours before the expiry thereof, in default whereof, the said Vendor will have the right to insure, at the expense of the Purchasers, and to recover from them the amount expended in so doing.

This Sale is so made in execution of a Pro-mise of Sale executed by the said Vendor in favor of the said Purchasers, before Lionel Joron, Notary, on the fourth day of the month of December last (1924).

WHEREOF ACTE:-

DONE AND PASSED at

(the)

the said City of Montreal, and of record in the office of the undersigned Notary under the Number ten thousand three hundred and ninety-one of the Minutes of the said Notary.

AND AFTER DUE READING HEREOF, the Parties signed with and in the presence of the undersigned Notary.

(Signed) A. Payne,

" L.H. Tremblay,

" J.W. McConnell,

" LIONEL JORON. Notary.

TRUE COPY of the original hereof remaining of record in my Office.

Lionel Joron
Notary

No. 10391. _____

THE 10th September 1925.

COPIED BY RD

COMPARED BY Ch. M. J.

DEED OF SALE

By _____

JOHN WILSON McCONNELL

in favor of _____

ALFRED PAYNE and L. HENRI TREMBLAY
(A. PAYNE & CO.)

2nd Copy.

Registered at Montreal, the
11th September 1925, under
No. 90358.

Decary, Barlow & Joron, _____

Notaries, _____

Montreal. _____

St. Lawrence Sugar Refineries Limited

Dominion Express Building

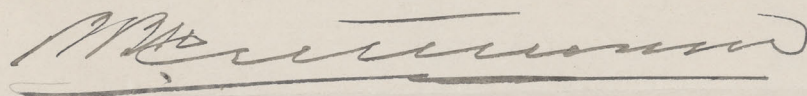
Cable Address
"Lawrence"

Montreal April 22nd, 1927.

Received from St. Lawrence Sugar Refineries Limited, the following documents; covering property known as St. Lawrence Sugar Refineries' Bone Kiln, situated on Fullum and Rachel Street;

- No. 1- ✓ Last Will of Mr. James King, 28th June, 1864; ✓
- " 2- ✓ Deed of Sale from James King to Mr. Henry Bulmer;
- " 3- ✓ Certificate of Search to James King, 2nd Dec. 1869;
- " 4- ✓ Release and Discharge from James King to Messrs. Bulmer and Shepherd 18th May, 1877;
- " 5- ✓ Extract from Deed of Sale from Henry Bulmer to Messrs. Bulmer and Shepherd, 15th Oct. 1874;
- " 6- ✓ Deed of Sale from Messrs. Bulmer and Shepherd to St. Lawrence Sugar Refining Co. 11th April, 1885;
- " 7- ✓ Extract from Deed of Sale to St. Lawrence Sugar Refining Co. from Messrs. Bulmer & Shepherd, 11th April, 1885;
- " 8- ✓ Certificate of Search, 8th Oct. 1914.

Signed.



Delivered to R.B. Hutchison, April 22nd, 1927.

Copy

15th. Dec., 1915.

Received from St. Lawrence Sugar Refineries,
Limited, the following documents; covering ~~our purchase~~ of property
known as St. Lawrence Sugar Refineries' Bone Kiln, situated on
Fullum and Rachel Street;

- No. 1- Last Will of Mr. James King, 28th. June, 1864;
- " 2- Deed of Sale from James King to Mr. Henry Bulmer;
- " 3- Certificate of Search to James King, 2nd. Dec. 1869;
- " 4- Release and Discharge from James King to Messrs. Bulmer
and Shepherd 18th. May, 1877;
- " 5- Extract from Deed of Sale from Henry Bulmer to Messrs.
Bulmer and Shepherd, 15th. Oct. 1874;
- " 6- Deed of Sale from Messrs. Bulmer and Shepherd to St. Lawrence
Sugar Refining Co. 11th. April, 1885;
- " 7- Extract from Deed of Sale to St. Lawrence Sugar Refining Co.
from Messrs. Bulmer & Shepherd, 11th. April, 1885;
- " 8- Certificate of Search, 8th. Oct. 1914.

Signed