

Emplacement and premises unto the Purchaser, as its own property and assigns forever, to take possession thereof forthwith. Consideration - The Present Sale is thus made for and in consideration of the Purchaser assuming, as it does hereby assume, to the complete exoneration of the Vendors, all taxes, assessments and rates, both general and special, municipal and school, now or hereafter affecting the property hereby sold and transferred, and the Purchaser does hereby grant to the Vendors a full and final release and discharge of and from all liability in respect of said taxes, assessments and rates. Matrimonial Status - The Vendors declare that the said late George Hamilton Archibald was only once married, to wit, to the late Dame Clara Murray, who survived him and from whom he was separate as to property and that he acquired the said sold lots and premises during his marriage to her. Final Clauses - The Purchaser shall pay the costs hereof and of registration and of a copy for the Vendors. And in consideration of the premises the Vendors hereby transfer to the Purchaser all seizin, possession and all other rights they can or may have in or to said sold emplacement and premises. Executed at the said City of Montreal, in the office of the undersigned Notary, on this tenth day of October, in the year one thousand nine hundred and forty, under the number twenty-two thousand one hundred and seventy, now and signed by said appearers with and in presence of said undersigned Notary, after due reading hereof (Stamps) Montreal Trust Company (Signed) W. S. Greene Assistant General Manager J. F. Stumbley Assistant General Manager Walter A. Merrill C. W. Houston Secretary Treasurer Geo. P. Lighthall, N. B. A true copy of the Original hereof remaining of record in my office Geo. P. Lighthall

Al. P. R. G. B. N. P. M. U. r. e. u. s. i. b. o. u. d. o. l. i. z. e. m. o. t. e. r. a. g. e. s. n. u. b. r. 4. 0. 4.

No 486613 Before me, George P. Lighthall, the undersigned Notary Public Enregistré le ministère de la Justice, in the City of Montreal, in the Province of this October nine Quebec, appeared: The Royal Institution for the advancement of learning a body politic and corporate duly incorporated as such and having its chief office and place of business in the said City of Montreal, herein acting and represented by Frank Cyril James of the City of Montreal, Esquire, M. A., Ph.D. Principal of the Yiel University, under the authority of three Resolutions passed at meetings of said Institution held the 15th January, 1934, 1st November, 1929 and 16th January, 1940, duly certified copies of all of which Resolutions are hereto annexed to form

Sep. 1940

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part hereof after identification by the appraisers and notary hereto in  
 variance; Said The Royal Institution for the Advancement of  
 Learning being herein after called the "Vendor" Who hath sold  
 and doth hereby bargain, sell, assign transfer and make over  
 with promise of warranty unto: The City of Westmount, a body  
 politic and corporate, duly incorporated and having its offi-  
 ce in the City of Westmount, in said Province, herein act-  
 ing and represented by Walter A. Merrill, Esquire, its Mayor,  
 and by Charles W. Keaton, the Secretary-Treasurer thereof,  
 both of the said City of Westmount, under the authority of a  
 Resolution of the said City of Westmount, passed by the  
 Municipal Council thereof at a meeting held the 3rd Sep-  
 tember, 1940, a duly certified copy of which Resolution is he-  
 reto annexed to form part hereof after identification by the  
 appraisers and notary hereto in variance; Said The City of  
 Westmount hereinafter called the "Purchaser" and by its said  
 officers thereof accepting as such for said City of Westmount  
 and assigns, that is to say: Description: First: An em-  
 placement situate in the City of Westmount composed  
 of: - (a) Subdivision Lot number Three hundred and nine-  
 ty-nine of Cadastrol Lot Number Two hundred and eighty-  
 two (Lot No. 282-399) on the Official Plan and Books of Re-  
 ference of the Municipality of the Parish of Montreal (b) Sub-  
 division Lot number one of Subdivision Lot Number Two  
 hundred and ten of Cadastrol Lot Number Two hundred and  
 eighty-two (Lot No. 282-210-1) on the said Official Plan  
 and Books of Reference (c) That portion of the undivided  
 part of Cadastrol Lot Number Two hundred and eighty-  
 three (pt. 283) on the said Official Plan and Books of Refe-  
 rence which is bounded to the North and North West by Sum-  
 mit Circle to the South West by the said Subdivision Lot Num-  
 ber three hundred and ninety-nine (399) of Cadastrol Lot  
 Number Three hundred and ninety-nine (399) of Cadastrol  
 Lot number two hundred and eighty-two (282) and to the  
 South East partly by the portion of Cadastrol Lot Number  
 two hundred and eighty-four (284) which is herein af-  
 ter described under (d) and partly by the portion of Cadas-  
 tral Lot number three hundred and seventy-four (374),  
 all on the said Official Plan and Books of Reference of the  
 Municipality of the Parish of Montreal, which is also here-  
 in after described under (e) (d) The North West part of Ca-  
 dastrol Lot Number Two hundred and eighty-four (284) on  
 the said Official Plan and Books of Reference of the Muni-  
 cipality of the Parish of Montreal which is bounded to  
 the North West by the portion of Cadastrol Lot Number  
 two hundred and eighty-three (283), which is herein

*[Handwritten initials]*

here described under (c), to the South West partly by the said Subdivision number three hundred and ninety nine (399) of Cadastral Lot Number two hundred and eighty two (282) and partly by Subdivision lot number one (1) of Subdivision Lot number two hundred and ten (210) of Cadastral Lot number two hundred and eighty two (282) which is hereinafter described under (b), to the South East by Summit Circle and to the North East partly by the portion of Cadastral Lot Number three hundred and seventy four (374) which is hereinafter described under (e) and partly by the portion of Cadastral Lot Number three hundred and twenty four (324), all on the said Official Plan and Book of Reference of the Municipality of the Parish of Montreal, which is hereinafter described under (f) (e) That portion of Cadastral Lot Number three hundred and seventy four (374) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal which is bounded to the North West by a part of the portion of Cadastral Lot Number two hundred and eighty three (283), which is hereinafter described under (c), to the South West by the portion of Cadastral Lot Number two hundred and eighty four (284) which is hereinafter described under (d) and to the South East partly by the portion of Cadastral Lot number three hundred and twenty four (324) which is hereinafter described under (f), partly by an old roadway also forming part of the said Cadastral Lot Number three hundred and twenty four (324) and partly by the portion of Cadastral Lot Number three hundred and twenty five (325), all on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, which is hereinafter described under (g), and to the North by Summit Circle; together with the right of passage in the said old roadway forming part of the said Cadastral Lot Number three hundred and twenty four (324) having a width of thirty feet and extending from the South East side line of the said Cadastral Lot number three hundred and seventy four (374) to Summit Circle (f) That portion of Cadastral Lot Number three hundred and twenty four (324) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, which is bounded to the North West by a part of the portion of Cadastral Lot Number three hundred and seventy four (374) which is hereinafter described under (e), to the South West by a part of the portion of Cadastral Lot Number two hundred and eighty four, all on the said official

Plan and Book of Reference of the Municipality of the Parish of Montreal, which is hereinabove described under (d), to the South East by Summit Circle and to the North East by another part of the said Cadastrol Lot number three hundred and twenty-four (324) being the said old roadway measuring thirty feet in width which is hereinabove referred to under (e) (g) That portion of Cadastrol Lot number three hundred and twenty-five (325) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal which is bounded to the North West by a part of the portion of Cadastrol Lot number three hundred and seventy-four (374) which is hereinabove described under (e), to the South West by the said old roadway having a width of thirty feet and to the South East and North East by Summit Circle. The seven parcels of land hereinabove described under letters (a), (b), (c), (d), (e) (f) and (g) contain together a superficial area of one million two hundred and seventy-four thousand two hundred and seventy-three square feet (1,274,273 square feet) English measure and more or less and are more particularly shown upon the Plan thereof prepared by Malcolm D. Barclay, Quebec Land Surveyor, dated July 5th, 1940, a copy of which is attached hereto after identification by the appearers and Notary and Notary hereto in varianteur second: Another encasement situate in the City of Westmount consisting of a strip of land measuring one foot in width by two hundred and thirty-three feet in length and composed of parts of each of the subdivisions Lots numbers two hundred and forty-one, two hundred and forty-two, two hundred and forty-three, two hundred and forty-four, two hundred and forty-five, and two hundred and forty-six, all on the official subdivision of Cadastrol Lot number two hundred and eighty-two on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal (pts. Lots Nos. 282-241, 282-242, 282-243, 282-244, 282-245 and 282-246), and bounded to the North East by Summit Circle, to the South West by subdivision Lots numbers 239B-73, 239B-74, 239B-75 and 239B-76, to the North West by the Avenue known as Gordon Crescent and to the South East by another part of the said subdivision Lot number two hundred and forty-one of Cadastrol Lot number two hundred and eighty-two (282-241), all on the said Official Plan and Book of Reference of the Municipality of the Parish of Montreal; the said parts of Lots contain together an area of two hundred and thirty-three square feet (233 square feet) and are shown edged in red upon the said Plan dated July 5th, 1940, a copy of which is attached hereto; The said strip of land

is sold by the Vendor subject to and under reserve of and right of passage with vehicles and animals over the said strip of land having a width of one foot and a length of two hundred and thirty-three feet which was specially reserved by the Vendor under the terms of the deed of sale of the 6th June, 1895, by Joshua A. Bell to The Royal Institution for The Advancement of Learning which was executed before Wm. M. Foster, Notary, and registered under the number 57280 and subject to all such rights if any as may have been acquired by other parties in or upon the said strip of land whether by prescription or otherwise. It is admitted and declared by the parties hereto that there is located near the southerly corner of the portion of cadastral Lot number two hundred and eighty-four (284) on the Official Plan and Books of Reference of the Municipality of the Parish of Montreal which forms part of the first Emplacement hereinabove referred to and is described under (d) a water tank, with connecting pipes and equipment, which was erected and formerly owned by the Montreal Water and Power Company and which is now owned by the City of Montreal, and it is specially understood and agreed between the parties hereto that the land upon which the said tank, pipes and equipment are erected and installed, as well as such land in the vicinity as may be used by the City of Montreal in connection with the operation and maintenance of the said tank, pipes and equipment and also the land upon which the pipes leading from the said water tank to Summit Circle are located is sold by the Vendor without any warranty of any kind, the Vendor simply transferring to the Purchaser such rights, if any, in the said land as it may have; it is distinctly understood and agreed also that all of the land in the vicinity of the said water tank is sold subject to all such rights of way and of passage and rights or servitudes of every kind as may exist in favour of the City of Montreal or in favour of any other parties by reason of or in connection with the ownership, maintenance and use of the said water tank, pipes, equipment and accessories. It is understood and agreed between the Vendor and the Purchaser that the Purchaser will use the immovable property forming the first Emplacement sold and transferred to it by the terms of this Deed as a park or playground in perpetuity. With all and every the rights, members and appurtenances thereunto belonging without exception or reserve on the part of the Vendor except as hereinabove specially mentioned. Title The

Vendor acquired the said sold property as follows, to wit, (a) The said sold Lot No. 282-399 from Joshua A. Bell by Deed of Sale passed before W. de M. Morber, Notary, on the fifth day of June, Eighteen hundred and ninety-five and registered in the said Registry Office for Marchelaza and Jacques Cortier the 4th July, 1895 under the No. 57280. (b) The said Lot No. 282-210-1 from Archibald Mc Goun by Deed of Sale passed before W. de M. Morber, Notary, on the twenty-fourth day of June, Eighteen hundred and ninety-five and registered in the said Registry Office the 10th July, 1895 under the No. 57353. (c) The said parts of Lots Nos. 283 and 374 and a part of the said part of Lot No. 284 from David Spide by Deed of Sale passed before W. de M. Morber, Notary, the fifth day of June Eighteen hundred and ninety-five and registered in the said Registry Office the 21st June, 1895 under the No. 57120. (d) Another part of the unsubdivided part of Lot No. 284 from Silman Cleary by Deed of Sale passed before C. Cushing, Notary, on the Eleventh day of June, Eighteen hundred and ninety-five and registered in the said Registry Office the 10th July, 1895 under the No. 57349. (e) A part of the unsubdivided part of said Lot No. 284 from the Estate of the late William H. Brehaut, et al, by Deed of Sale passed before W. de M. Morber, Notary, on the twelfth day of June, Eighteen hundred and ninety-five and registered in the said Registry Office the 10th July, 1895 under the No. 57352. (Note: - It is to be remembered that in this Deed the Vendors agreed that a strip of land of thirty feet in width forming part of the said Lot No. 324 and adjoining Lot No. 325 should be forever used only for the purpose of a road way or lane). (f) The said part of Lot No. 325 from Dame Anne Youell, widow of the late James Little by Deed of Sale passed before W. de M. Morber, Notary, on the fifth day of June, Eighteen hundred and ninety-five and registered in the said Registry Office the 21st June, 1895 under the No. 57121 and (g) The parts of subdivisions Nos. 282-241, 282-242, 282-243, 282-244, 282-245 and 282-246 from the said Joshua A. Bell by the said Deed of Sale of 5th June, 1895 registered under the No. 57280. Tenure etc. The aforesaid premises are held under the tenure of franc alleu roturier the same having been duly commuted and are free and clear of all taxes, charges and encumbrances as the Vendor hereby declares sure and except those taxes for special purposes which are payable over a number of years the instalments of which for the past and for the current municipal years have been paid and those for the future the Purchaser hereby assumes and agrees to pay, and save and except the active and passive servitudes

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No. 486

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The 1st of June, 1942, at the City of Montreal, in the County of Montreal, in the Province of Quebec, I, the undersigned, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original of the above Deed, as shown in the above Deeds, the Purchaser having the right to exercise such said active servitudes, and shall submit to the passive servitudes, the Purchaser accepting the said premises subject to such conditions as are set forth in the various Deeds by which the Vendor acquired the same and which Deeds are above referred to. Possession: To have and to hold said emplacements and premises unto the Purchaser as its own property and assigns forever, to take possession thereof forthwith. Price: The present sale is thus made for and in consideration of the price or sum of three hundred thousand dollars (\$300,000.00) currency out of which the Purchaser has paid to the Vendor the sum of one hundred thousand Dollars at the execution hereof receipt whereof the Vendor hereby acknowledges and grants acquittance therefor. As to the balance or sum of two hundred thousand Dollars the Purchaser hereby binds and obliges itself to pay the same as follows, to wit, the sum of one hundred thousand Dollars on or before the First day of January, nineteen hundred and forty-two and the remaining sum of one hundred thousand dollars on or before the First day of January, nineteen hundred and forty-three, the whole without interest. Bailleur de Fonds: To secure the payment of the balance of purchase price due to the Vendor hereunder the Purchaser hypothecates said sold emplacement and premises in favour of the Vendor who reserves its privilege therefor, thereon, bailleur de fonds Final clauses: The Purchaser shall pay the costs hereof and of registration and shall furnish the Vendor with an authentic and registered copy of these presents within thirty days from this date. And in consideration of the premises the Vendor hereby transfers to the Purchaser all seignior, possession and all other rights it can or may have in or to said sold emplacements and premises. The agreement of Lease entered into between the parties hereto on the 13th of June, 1936, is hereby cancelled. Executed at the said City of Montreal, in the office of the undersigned Notary, on this tenth day of October in the year one thousand nine hundred and forty-two, under the number twenty-two thousand one hundred and eighty and signed by said appearers with and in presence of said undersigned Notary, after due reading hereof (Signed) F. J. McJames Walter A. Merrill C. W. Houston Geo. P. Lighthall, N. P. A true copy of the original hereby remaining of record in my office. Geo. P. Lighthall, N. P. Curateur

as shown in the above Deeds, the Purchaser having the right to exercise such said active servitudes, and shall submit to the passive servitudes, the Purchaser accepting the said premises subject to such conditions as are set forth in the various Deeds by which the Vendor acquired the same and which Deeds are above referred to. Possession: To have and to hold said emplacements and premises unto the Purchaser as its own property and assigns forever, to take possession thereof forthwith. Price: The present sale is thus made for and in consideration of the price or sum of three hundred thousand dollars (\$300,000.00) currency out of which the Purchaser has paid to the Vendor the sum of one hundred thousand Dollars at the execution hereof receipt whereof the Vendor hereby acknowledges and grants acquittance therefor. As to the balance or sum of two hundred thousand Dollars the Purchaser hereby binds and obliges itself to pay the same as follows, to wit, the sum of one hundred thousand Dollars on or before the First day of January, nineteen hundred and forty-two and the remaining sum of one hundred thousand dollars on or before the First day of January, nineteen hundred and forty-three, the whole without interest. Bailleur de Fonds: To secure the payment of the balance of purchase price due to the Vendor hereunder the Purchaser hypothecates said sold emplacement and premises in favour of the Vendor who reserves its privilege therefor, thereon, bailleur de fonds Final clauses: The Purchaser shall pay the costs hereof and of registration and shall furnish the Vendor with an authentic and registered copy of these presents within thirty days from this date. And in consideration of the premises the Vendor hereby transfers to the Purchaser all seignior, possession and all other rights it can or may have in or to said sold emplacements and premises. The agreement of Lease entered into between the parties hereto on the 13th of June, 1936, is hereby cancelled. Executed at the said City of Montreal, in the office of the undersigned Notary, on this tenth day of October in the year one thousand nine hundred and forty-two, under the number twenty-two thousand one hundred and eighty and signed by said appearers with and in presence of said undersigned Notary, after due reading hereof (Signed) F. J. McJames Walter A. Merrill C. W. Houston Geo. P. Lighthall, N. P. A true copy of the original hereby remaining of record in my office. Geo. P. Lighthall, N. P. Curateur

bons, dix mille six cent quatre-vingt-dix-huit et quatre-vingt-neuf, sous le No. 486776