

C A P . C X C V I .

An Act to enable James Carlton Grant and others to confirm the Sale of certain Lands in the Town and Township of Hope, in the County of Durham, late of Reuben Pitkin Grant, deceased, and to execute conveyances of the same, notwithstanding their disability.

[Assented to 27th May, 1857.]

Preamble.

Will, &c., re-
cited.

WHEREAS Reuben Pitkin Grant, late of the Town of Port Hope, deceased, departed this life on or about the Third day of September, one thousand eight hundred and fifty-four, having first made and published his last Will and Testament in writing, duly executed and attested in such manner as is by law required for the bequest of Personal Estate, but not sufficient for the devise of Real Estate, and which Will bears date on or about the Twenty-third day of December, one thousand eight hundred and fifty-three, and is, so far as the same relates to the Lands hereinafter mentioned, in the words and figures or to the purport and effect following, that is to say: "I will and positively order all my debts to be first paid, and next I will and positively order, that my dear and loving wife Elizabeth may have free and full controul of all my remaining wordly effects and estate, through and during her natural life, and at her decease to be equally divided amongst my children, but in case of her marriage, then, I order that, at that period my dear wife shall share equally with my children; And further, I do constitute and appoint James Grant, of Port Hope, and Isaac B. Ostrom, of Bowmanville, to be joint Executors to and with my loving Wife Elizabeth, to see to the legal and just execution of this my last Will and Testament"; And whereas the Personal Estate of the said Reuben Pitkin Grant was insufficient for payment of his debts, and the said James Grant, Isaac B. Ostrom and Elizabeth Grant, under the erroneous supposition that they were empowered to dispose of the said Testator's real estate, for the purpose of the payment of his debts, without the intervention of the Courts of Law or Equity, sold and disposed of certain parts thereof, being the several lands mentioned and set forth in the Schedule to this Act marked A, comprising sixty-three acres and seventeen one hundredths of an acre, to one George Tate, Esquire, for the price or sum of seven hundred and eighty-nine pounds twelve shillings and six pence, and they also sold and disposed of certain other parts thereof, being the several lands mentioned and set forth in the Schedule hereto annexed marked B, comprising a Building in the Town of Port Hope, to one John Knatchbull Roche, Esquire, at or for the price or sum of one hundred and thirty-seven pounds ten shillings, and by an Indenture of Bargain and Sale, bearing date on or about the Ninth day of July now last past, and made between the said James Grant, Isaac B. Ostrom and Elizabeth

Elizabeth Grant, by the name of Betsey Grant, and therein described as Executors and Executrix and Trustees, under the last Will and Testament of the said Reuben Grant, of the first part, and the said George Tate of the second part, in consideration of the sum of seven hundred and eighty-nine pounds twelve shillings and six pence, to them paid by the said George Tate, the receipt whereof is thereby acknowledged, all and singular the said lands and hereditaments comprised in the said Schedule marked A, were or were intended to be duly conveyed and assured by them the said James Grant, Isaac Brock Ostrom and Elizabeth Grant, unto and to the use of the said George Tate, his heirs and assigns for ever, and by a certain Deed Poll or Instrument in writing under the hands and seals of the said James Grant, Elizabeth Grant and Isaac Brock Ostrom, and bearing date on or about the Second day of October, in the year one thousand eight hundred and fifty-five, in consideration of the sum of one hundred and thirty-seven pounds ten shillings to them paid by the said John Knatchbull Roche, the receipt whereof is thereby acknowledged all and singular the said lands and hereditaments comprised in the said Schedule marked B, were or were intended to be duly conveyed and assured by them the said James Grant, Elizabeth Grant and Isaac Brock Ostrom, unto and to the use of the said John Knatchbull Roche, his heirs and assigns for ever; And whereas the said James Grant, Isaac Brock Ostrom and Elizabeth Grant duly applied the said several sums of seven hundred and eighty-nine pounds twelve shillings and six pence, and one hundred and thirty-seven pounds ten shillings, amounting together to the sum of nine hundred and twenty-seven pounds two shillings and six pence, in payment and discharge of debts due and owing by the said Testator at his decease, and particularly in or towards the payment and discharge of a certain Mortgage debt or sum of three hundred pounds, due and owing and charged on part of the said premises to or in favor of one Henry Ruttan, of a certain debt or sum of one hundred and fifty pounds, due and owing from the said Testator to one Leonard Soper, and of a certain other Mortgage debt or sum of four hundred pounds due and owing and charged on other part of the real estate of the said Testator to or in favor of the Trust and Loan Company of Upper Canada; And whereas by Indenture bearing date the Twenty-fourth day of February, one thousand eight hundred and fifty-seven, and made between the said Elizabeth Grant, Isaac Brock Ostrom and Mary, his wife, Charles Monteer and Eliza, his wife, Emily Grant and Jane Grant, of the one part; and the said George Tate, of the other part: they the said Elizabeth Grant, Mary Ostrom, Eliza Monteer, Emily Grant, and Jane Grant, being the widow and four daughters of the said Testator who had attained the age of twenty-one years, with their respective husbands, concurred in conveying their estate and interest of and in the lands and hereditaments comprised in the said Schedule A, unto the said George Tate, his heirs and assigns, and they are ready and

and willing to join in a like conveyance to the said John Knatchbull Roche of the lands and hereditaments comprised in Schedule B, but James Carlton Grant, Reuben Carroll Grant, and Egerton Ryerson Grant being the sons of the said Testator, and being infants under the age of twenty-one years, that is to say, the said James Carlton Grant, being of the age of twenty years, the said Reuben Carroll Grant of the age of eighteen years, and the said Egerton Ryerson Grant of the age of fifteen years, are incapable of corroborating and confirming the said respective sales; And whereas the sales of the said lands have respectively been made upon terms most advantageous to the estate of the said Testator, and large expenses have been saved to the said estate by means thereof; And whereas the said James Carlton Grant, Reuben Carroll Grant, and Egerton Ryerson Grant, the said infants, are desirous of confirming the said sales, but being respectively infants, as aforesaid, are incapable of so doing: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

Devises empowered to confirm the title of G. Tate and J. Knatchbull to certain lands, although such Devises may be under age.

I. From and after the passing of this Act, it shall and may be lawful for the said James Carlton Grant, Reuben Carroll Grant, and Egerton Ryerson Grant, Devises as aforesaid, to convey and assure to the said George Tate and John Knatchbull Roche respectively, and their respective heirs and assigns, the respective shares and interests of them the said James Carlton Grant, Reuben Carroll Grant and Egerton Ryerson Grant, of and in the said several tracts or parcels of land so purchased or agreed to be purchased by them the said George Tate and John Knatchbull Roche, and so conveyed or intended to be or to have been conveyed to them as aforesaid, and to confirm and corroborate the said sale and purchase of the same respectively; and such conveyances and confirmations respectively, so to be had and made as aforesaid, shall be and the same are hereby declared to be as good and effectual in law to all intents and purposes whatsoever, as if the said James Carlton Grant, Reuben Carroll Grant, and Egerton Ryerson Grant, were respectively at the time of making the same of the full age of twenty-one years, any law, custom or usage to the contrary thereof in any wise notwithstanding.

Purchase money paid by Tate and Knatchbull to be part of personal estate of R. P. Grant.

II. The said several sums of seven hundred and eighty-nine pounds twelve shillings and six pence, and one hundred and thirty-seven pounds ten shillings, the respective purchase or consideration moneys so paid by the said George Tate and John Knatchbull Roche respectively, for the said several tracts or parcels of land as aforesaid, shall be had and taken, and are hereby declared respectively to be the full and actual value of the said tracts or parcels of land so conveyed and assured and hereby authorized and empowered to be sold and conveyed as aforesaid, and shall be taken to be parcel of the personal estate of the said Reuben Pitkin Grant, and accounted for as such by the said Executors in the administration of such personal estate.

SCHEDULE

SCHEDULE A.

All and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Hope, in the County of Durham, of the said Province, being composed of Lot No. 21, in the broken front and the south part of Lot No. 21, in the first concession of the said Township of Hope, and which said parcel or tract of land is butted and bounded, or may be otherwise known as follows: Commencing on the shore of Lake Ontario, at the intersection of the Eastern limit of said Lot No. 21, with the waters of said Lake; thence, northerly, along the Eastern limit of said Lot No. 21, in the broken front, and Lot No. 21 in the first Concession, thirty-five chains and fifty links, more or less, to the Southern limit of Elizabeth Street; thence, westerly, along the southern limit of Elizabeth street, to its intersection with the Western limit of Lot No. 21, in the first Concession aforesaid; thence, southerly, along the Western limit of Lot No. 21, in the first Concession and broken front aforesaid, to the waters of Lake Ontario; thence, easterly, along the shore and waters of Lake Ontario, to the place of beginning; save and except the following lots and parcels of land which are reserved by the said Indenture of the ninth day of July, one thousand eight hundred and fifty-six, viz: Lot No. 27, in Block L, on the east side of Hope Street; Lots Nos. 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15, in Block L, on the east side of Hope Street aforesaid; Lots Nos. 14 and 15 in Block K., on the west side of Hope Street; Lots Nos. 1 and 2 in Block G., on the south side of Major Street; Lot No. 3 in Block D., on the north side of Major Street; Lot No. 2 in Block L.; Lots Nos. 1, 2, 3, 4 and 5 in Block K., south of James Street; Lots Nos. 8, 9, 10 and 11 in Block C., south side of Elizabeth Street; Lots Nos. 1, 2, 4, 5, 6, 7 and 8, in Block D., between Elizabeth and Major Streets, the same being sub-divisions of Lot No. 21, in the first Concession of the said Township of Hope, reference being had to the plan of Survey of John Knatchbull Roche, Provincial Land Surveyor, containing by admeasurement, exclusive of the above reservations, 63 acres and $\frac{17}{100}$ of an acre, save and except any lands theretofore sold by one Joseph Major to James Charles.

SCHEDULE B.

All that certain parcel or tract of land and premises, situate in the said Town of Port Hope, being composed of Building Lot No. 4, on the south side of Ridout Street, the same being a sub-division of Lot No. 8, in the first Concession of the Township of Hope; together with all and singular the hereditaments and appurtenances whatsoever to the same belonging or appertaining.