



**This Deed** made under the provisions of the  
— Insolvent act of 1869. —

**On this day** the Fifth of May in the year of our  
Lord one thousand eight hundred and

seventy five. ~~Before me the undersigned Public Notary~~  
duly commissioned and sworn in and for the Province  
of Quebec in the Dominion of Canada, residing in the  
city of Montreal in the said Province.

Personally came and appeared James  
Court of the said city of Montreal Esquire in his capacity  
of Assignee duly appointed to the insolvent estate of Alex-  
ander, Murphy & Cuddihy of the one part, and Messrs  
Hodgson, Murphy & Summer of the said city of Montreal  
Merchants and Copartners, composed, the said firm of  
Jonathan Hodgson, John Murphy and George  
Summer, he the said Jonathan Hodgson party hereto  
and representing and stipulating for his said firm, of  
the other part, which said parties declared unto me  
the said Notary as follows.

Whereas John Francis Alexander <sup>and</sup> Charles  
Murphy and Patrick Bernard Cuddihy all of the  
said city of Montreal Merchants, formerly carrying on  
business as such, under the name, style and firm of  
"Alexander, Murphy & Cuddihy," having become in-  
solvent within the meaning of the said Insolvent act  
of 1869, did, on the Seventeenth day of March last  
past (1875) make an assignment of their estate and  
effects, under the said act to the said James Court,  
as Interim Assignee, and subsequently on the fifth  
day



day of April following, at a meeting of the Creditors of the said Insolvents held on that day, the said James Court was duly appointed Assignee of the said Insolvent estate,

And whereas at a special meeting of the Creditors of the said estate held on the Twentieth of April last (1875) the Creditors of the said Insolvent estate, then by them decided by vote to sell under clause forty one of the said Insolvent Act of 1869 the entire estate of the said Insolvents in one lot to the said Hodgson, Murphy & Sumner for the price, and on the terms & conditions hereinafter stated, together with the lease of the premises in which the business of the said insolvent estate was heretofore carried on for the balance of the term thereof to run from the first day of May eighteen hundred and Seventy five to the first day of May eighteen hundred and Seventy six, of which Resolution of Creditors a certified Copy is hereto annexed, identified by the signatures of the parties hereto and me the said Notary.

Wherefore in pursuance of the said Resolution of the Creditors as aforesaid, and in consideration of the price or sum hereinafter mentioned and stipulated to be paid by the said Hodgson Murphy & Sumner to the said James Court in his capacity as assignee, as aforesaid he the said James Court hath assigned, transferred and made over, and doth hereby assign, transfer and make over unto the said Hodgson Murphy & Sumner parties hereto, and accepting thereof for themselves their successors

(and)



and assigns, The entire estate of the said Alexander, Murphy & Cuddihy, consisting of all and singular the goods mentioned and detailed in the Inventory thereof contained in a Book signed by all the parties hereto, also of the office and Warehouse furniture contained in said business premises, and of all and singular the debts mentioned and detailed in the Schedules marked "A", "B", "C", and the Bills receivable detailed in the Schedule marked "D" hereunto annexed, and identified by the signatures of the parties hereto, and me the said Notary, together with all interest on such debts and Bills receivable, and all and singular the Books papers Vouchers and evidences of debt, and securities thereto appertaining, without any warranty of any kind or nature whatsoever, except good faith on the part of him the said Assignee in believing such debts to be exigible, and without any reservation or exception.

And the said Hodgson Murphy & Sumner do hereby declare themselves perfectly content and satisfied in the premises, and did and do hereby, release and discharge the said Assignee from all further claim they may or might have in the premises except under the special arrangement for adjustment of any error in compensation or extension in the Inventory of Stock as provided.

The present assignment and conveyance is made for and in consideration of the sum of Eighty five thousand two hundred and fifty dollars Currency, part whereof to wit, the sum of Ten thousand Dollars hath been paid in cash at the execution hereof the receipt whereof is hereby



herely acknowledged whereof quit, and as to the balance or remaining sum of Seventy five thousand two hundred and fifty Dollars the said Hodgson Murphy and Sumner have granted their three several Promissory notes endorsed by Duncan M<sup>c</sup>: Intyre Esquire at Six, twelve, and Eighteen months from the first day of May (1875) the first and third of said Notes for the sum of Twenty five thousand and eighty three dollars each and the second for Twenty five thousand and eighty four dollars.

And for the consideration aforesaid, and in further fulfilment of the said Resolution of creditors the said James Court's qualite doth hereby assign and transfer to the said Hodgson Murphy & Sumner their successors and assigns, here present and accepting, the unexpired term vested in him is qualite to wit, to the first of May next (1876) of a certain lease made and passed before F. J. Durand Notary the fourth of December last (1874) between Adolphe Roy and Francis Scholes and the said Alexander, Murphy & Huddily, they the said Hodgson Murphy & Sumner assuming all liability thereunder to the complete exoneration of the said James Court is qualite and the said estate,

And it is hereby expressly declared & agreed by and between the said James Court and the said Hodgson Murphy & Sumner that in conformity with the understanding come to at the said Special meeting of Creditors, the said Outstanding debts due the said insolvent estate and Bills receivable on hand

be



be and they are hereby accepted as correct without any  
recourse back against said assigned or said estate  
with regard thereto, for any cause whatsoever, and that  
if any error in computation or extension in said inventory  
of goods be found, the same shall be adjusted whe-  
ther for or against the said Insolvent Estate on  
the basis of Seventy five Cents. for the dollar on the  
cost of the Stock, the cost price being ascertained by  
deducting Twenty per cent, and two and one half  
per cent from the prices stated in said inventory.

And for the Signification hereof the said  
parties hereto have constituted the bearer of an  
authentic copy hereof their Attorney to whom they  
give all necessary power and authority to that  
effect. For thus &c

And for the execution hereof, the said parties  
have made election of domicile at their ordinary places  
of abode above mentioned, Where &c

Done and Passed at the said City of  
Montreal in the Office of James Stewart Hunter the  
said Notary on the day, month and year first before  
written, and signed by the said parties hereto with and in  
the presence of me the said Notary these presents having been  
just duly read, and executed under the Number Twen-  
ty Thousand eight hundred and Seventy four.

(signed) James Court, Assignee,

— " — Hodgson Murphy & Sumner

— " — J. S. Hodgson

— " — J. S. Hunter N. P.

True Copy of the Original hereof remaining  
of



of record in my Office.  
Wm. S. S. S.

