

THIS AGREEMENT made in duplicate as of the 1st day of  
January, 1947,

B E T W E E N:

HIS MAJESTY THE KING in right of  
Canada (hereinafter called "His  
Majesty") herein acting and re-  
presented by the Minister of  
Reconstruction and Supply (herein-  
after called "the Minister")

OF THE FIRST PART

- and -

JOSEPH RAYMOND McELLIGOTT,  
of R.R. No. 1, Chalk River, Ontario,  
Parish Priest,  
(hereinafter called "the Vendor")

OF THE SECOND PART

WHEREAS the vendor represents that he is the owner of the  
landsand premises hereinafter described;

AND WHEREAS His Majesty is desirous of securing from the  
Vendor an option for the purchase of the said lands;

NOW, THEREFORE, this agreement witnesseth:

THAT the parties hereto have agreed and do hereby agree as  
follows:-

1. In consideration of the sum of \$200.00 paid by His Majesty  
to the Vendor (the receipt whereof is hereby by him acknowledged) the  
Vendor doth grant unto His Majesty the exclusive option, irrevocable  
within the time herein limited for the exercise thereof, and, if extended  
as hereinafter provided, within such extended time, to purchase free from  
encumbrance all and singular that certain parcel or tract of land and  
premises situate, lying and being in the Township of Rolph, County of  
Renfrew, Province of Ontario, and consisting of Part of Lot 3 in Range B  
of the said Township described as follows:-

Commencing at a Point "A" on the southerly limit of the 66  
foot road allowance which adjoins the southerly shore of the Ottawa River in  
front of Lot 3, Range B, Township of Rolph. The said Point "A" being distant  
sixteen hundred and six and seven tenths (1606.7) feet measured on a course  
N86°04' E from an Iron Bar which marks the northwest angle of said Lot 3.

Thence from the Point "A" a distance of sixty (60) feet on a  
course S27°48' E;

Thence S62°12' W a distance of two hundred (200) feet;

Thence N27°48' W a distance of sixty (60) feet more or less to  
the said southerly limit of Road Allowance;

Thence N62°12' E following the said limit of the Road Allowance  
a distance of two hundred (200) feet more or less to Point "A";



The said parcel as described containing by admeasurement twenty-eight hundredths (0.28) acre more or less and shown coloured green on Plan D.C. 36-5 filed as an expropriation plan at Pembroke Registry Office on January 22nd, 1945, as Instrument No. 758, at or for the sum of \$3,000.00 of lawful money of Canada.

2. The option hereby granted shall remain open for exercise at any time from date hereof up to and including the 31st day of December, 1951, provided always that upon notice to the Vendor and upon the payment of a further sum of \$200.00 to the Vendor His Majesty shall have the privilege of extending the time for the exercise of the option hereby granted for a further period not exceeding five years to be computed from the 1st day of January, 1952.

3. Upon the exercise of this option within the time limited therefor or within the extended time there shall be deemed to have been made between the parties a binding contract for the sale and purchase of the said lands upon the following terms:-

(a) The effective date of such agreement (hereinafter called the "effective date") shall be the date upon which notice of exercise of the option is delivered to the Vendor or is deemed to have been received by him if given as provided by Section 7 hereof;

(b) His Majesty shall have 30 days from the effective date to search the title at his own expense and shall be deemed to have accepted the title save and except as to any written objection or objections made within that time. If any objection or objections be made within that time the Vendor shall have a reasonable time, not exceeding 30 days from the making of such objection or objections, to remove it or them;

(c) Should there be any valid objection or objections to title which the Vendor is unable or unwilling to remove within the time limited therefor, or within such extended time, if any, as His Majesty may grant His Majesty may cancel this agreement, and in the event of such cancellation all moneys paid by His Majesty hereunder to the Vendor shall forthwith be repaid by the Vendor to His Majesty;

(d) Subject to the provisions of sub-Sections (b) and (c) the sale shall be completed at such time as may be mutually agreed upon between the parties hereto but not later than 70 days after the effective date;

(e) All adjustments shall be made as of the date of transfer of possession;

(f) Upon closing His Majesty shall pay to the Vendor the purchase price of \$3,000.00 as aforesaid and the Vendor shall deliver to His Majesty a statutory conveyance, in form suitable for registration, of the hereinbefore described lands free from encumbrance and free also from all claims for dower or otherwise;

4. Should His Majesty purchase the said lands pursuant to this agreement and decide to permit a continuation of the use of the premises as private residential property then, prior to permitting such use by any person other than the Vendor, His Majesty shall offer and allow such use to the Vendor upon terms similar to those which His Majesty would be willing to accept from any other person or persons and if the Vendor accepts such offer he may, subject to compliance with such terms, thereafter use and occupy the lands and premises during the pleasure of His Majesty.



5. In the event of the destruction or partial destruction of any building upon the said lands the option hereby granted may be exercised by His Majesty notwithstanding such destruction or partial destruction, and in such event the purchase price shall proportionately abate.

6. The Vendor consents, in respect to the optioned premises and the use and occupation thereof, to the continuance of any and all security regulations and/or measures now in effect and to the imposition of such further and other security regulations and/or measures as may hereafter at any time and from time to time be made and/or taken in relation to the optioned premises.

7. Any notice to be sent hereunder to the Vendor may be delivered to him or given by mailing the same to the Vendor postage prepaid at the address hereinbefore given and shall be deemed to have been received at such time as in the ordinary course of post such notice would have been received.

8. This agreement and everything herein contained shall respectively enure to and be binding upon the respective heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF this agreement has been executed and sealed on behalf of His Majesty the King in right of Canada by the Deputy Minister of Reconstruction and Supply and by the Secretary of the Department of Reconstruction and Supply and has been executed by the Vendor under seal.

SIGNED, SEALED AND DELIVERED  
in manner aforesaid on behalf of  
His Majesty the King in right of  
Canada in the presence of:

Witness

SIGNED, SEALED AND DELIVERED  
in the presence of:

Witness

Deputy Minister

Secretary

JOSEPH RAYMOND McELLIGOTT

Vendor

19/3/47

RECONSTRUCTION  
AND SUPPLY

Approved as to form

Legal Branch

Date 3/3/47

Approved as to

specifications, etc.

terms and price

Date 19/3/47 A.T.

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County of Renfrew )

To Wit )

I, Joseph Raymond McElligott,

in the within instrument named, make oath and say:

That at the time of the execution and delivery by me of the within instrument I was unmarried and of the full age of twenty-one years.

SWORN before me at the  
of *Deep River*  
in the *County*  
of *Renfrew*  
this *12* day of *March*  
1947.

*[Signature]* A Commissioner for taking Affidavits, etc.





AFFIDAVIT OF EXECUTION

CANADA )  
Province of Ontario ) I, ~~Joseph Raymond McElligott~~  
 ) of the County of Renfrew  
 ) in the Province of Ontario  
To Wit ) *blert* , make oath and say:

1. THAT I was personally present and did see the within Instrument and a Duplicate thereof duly signed, sealed and executed by *Joseph Raymond McElligott* one of the parties thereto.

2. THAT the said Instrument and Duplicate were executed by the said party at the *Village* of *Deep River*.

3. THAT I know the said party

4. THAT I am a subscribing witness to the said Instrument and Duplicate.

SWORN before me at the *place* of *Deep River* in the *County* of *Renfrew* this *13* day of *March* 1947

*S. E. Morrison*  
*Joseph Raymond McElligott*

*J. E. Lunn*

A Commissioner for taking Affidavits, etc.

Dated

JOSEPH RAYMOND McELIGOTT

TO

HIS MAJESTY THE KING

OPTION AGREEMENT

I Certify that the within instrument is duly entered and registered in the Registry Office for the Registry Division of the County of Renfrew for the Township of *Roeph C* at *1008* *10th* day of *May* A. D. 19*47* Number *1066* *W. Campbell* Registrar



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