

## C H A P. 145

An Act respecting the estate of Dame Marie J. Bourque,  
wife of Toussaint Préfontaine

[Assented to, the 4th of March, 1925]

**W**HEREAS Dame Henriette Duckett, of Montreal, wife Preamble.  
separate as to property of Joseph O. Turgeon, architect, of the same place, has, by petition, represented.

That, by deed passed at Montreal, before Maître E. Prud'homme, notary, on the 2nd of July, 1908, bearing No. 12471, Dame J. Bourque, wife of Toussaint Préfontaine, gave *inter vivos* certain building lots with the buildings thereon erected, situated on Laval street, Montreal, to Henriette Duckett who accepted the same with the authorization of her husband;

That, by deed passed at Montreal, before Maître E. Prud'homme, notary, on the 5th of January, 1912, and bearing No. 13787, Dame J. Bourque, wife of Toussaint Préfontaine, gave *inter vivos* certain building lots with the buildings thereon erected, situated on St. Denis street, Montreal, to Henriette Duckett who accepted the same with the authorization of her husband;

That under the said deeds the donatrix reserved to herself the usufruct of the above cited immoveables for her lifetime, the donee only entering upon the enjoyment of same after the death of the donatrix, with the obligation on the part of the donee to keep the said immoveables and to deliver them at her death to her children born and to be born in lawful wedlock, the donatrix substituting them for that purpose to the donee;

That the donatrix, Dame J. Bourque, died on the 29th of June, 1913, and the donee entered immediately into possession of the said immoveables;

That two children were born of the lawful marriage of the said Henriette Duckett with Joseph O. Turgeon, to wit: Jean Amable Turgeon and Marcelle Turgeon, both now of the age of majority;

That at the time of the said Dame Henriette Duckett's entering into possession of the above cited immoveables, the buildings thereon erected were uninhabitable;

That in order to comply with the above cited deeds and keep the said immoveables for her children, the donee was obliged immediately after her entry into possession of the said immoveables and subsequently to disburse out of her own monies the sum of ten thousand and fifty dollars in order to maintain the buildings which were on the said immoveables;

That by the said deeds the donee had the right to sell the said immoveables by private sale, the price received to be employed for and on behalf of the substitution, in accordance with the provisions of article 981*o* of the Civil Code;

That, availing herself of this right, the donee, authorized by the court and her husband to that effect, did, on the 15th of March, 1921, by deed before Mtre. J. E. Prud'homme, of Montreal, bearing No. 4914, sell one of the immoveables on Laval street, for the sum of ten thousand and fifty dollars to Dieudonné D. Montplaisir, of Montreal, and by the same deed and another deed of the same date, passed before the same notary and bearing No. 4915, lent the sum of six thousand and fifty dollars, paid cash by the said Montplaisir, to one Edmond N. Normandeau, of the same place, as authorized by the court; that by said deed of sale No. 4914, the purchaser D. D. Montplaisir bound himself to pay the balance of the purchase price, four thousand dollars, in five years from the 1st of February, 1921, in accordance with the provisions of article 953*a* of the Civil Code;

That it is only just and reasonable that the said Dame Henriette Duckett be repaid the amounts she disbursed from her own monies to maintain the buildings erected on the said immoveables, in the interest of the substitutes to the substitution, her children;

That the sums paid for that purpose by the said Henriette Duckett amount to the sum lent plus the balance of the price of sale, namely ten thousand and fifty dollars;

That the substitutes and the curator to the substitution and all those interested are agreed to allow the said Henriette Duckett to collect as her own and dispose of as she wishes, withdrawing the same from the substitution, the sum lent to Edmond N. Normandeau, under the aforesaid deeds, to wit six thousand and fifty dollars, and the sum of four thousand dollars, balance of the purchase price due by Dieudonné D. Montplaisir, under the aforesaid deed;

Whereas it is expedient to grant the prayer contained in the said petition;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows:

Henriette Duckett authorized to collect certain sums.

**1.** Henriette Duckett, of Montreal, wife separate as to property of Joseph O. Turgeon, is authorized to collect as her own and grant a discharge therefor and dispose of the same as she wishes, to the exclusion of the substitution created by the deed of gift passed before Mtre. J. E. Prud'homme, N. P., the sum lent to Edmond N. Normandeau,

namely six thousand and fifty dollars, under the deeds passed on the 15th of March, 1921, before Mtre. J. E. Prud'homme and bearing the numbers 4914 and 4915, and also the balance of the price of sale, namely four thousand dollars, due or to become due by Dieudonné D. Montplaisir, under the deed passed before Mtre. J. E. Prud'homme, on the 15th of March, 1921, bearing number 4914, and the said Edmond N. Normandeau and Dieudonné D. Montplaisir are authorized to make the said payments to Dame Henriette Duckett who may grant them a discharge.

2. This act shall come into force on the day of its sanc-Coming into  
tion. force.

## C H A P. 146

An Act respecting the estate of J. U. Gregory

[Assented to, the 19th of March, 1925]

**W**HEREAS Mabel Odell, wife, separate as to property Preamble.  
by marriage contract, of Harold G. Blair, accountant, of the city of Quebec and by her husband duly authorized; Ethel Odell, wife, separate as to property by marriage contract, of Claude C. Bonter, traffic manager, of the city of Montreal, by her husband duly authorized, and Harry G. Odell, accountant, of the city of Quebec, have, by their petition, represented:

That the late John Uriah Gregory, in his lifetime of Quebec, on the 6th of March, 1913, before Joseph Allaire, notary, by a codicil to his last will of the 23rd September, 1912, before the same notary, constituted the petitioners and their brother Ernest G. Odell, his sole universal legatees;

That the said John Uriah Gregory died without having altered the aforesaid testamentary provisions;

That, by deed before Mtre. Joseph Allaire, notary, on the 7th of July, 1913, the petitioners and the said Ernest G. Odell accepted the estate of the said John Uriah Gregory;

That the estate of the said late John Uriah Gregory has been settled and that the testamentary executor, Arthur Van Felson, of Quebec, rendered account and handed over the legacies to the heirs on the 21st of December, 1922, as appears by deed the same day, before Mtre. C. E. Taschereau, notary, at Quebec;

That, on the 27th of March, 1916, before Mtre. Joseph Allaire, notary, the said Ernest G. Odell assigned and