

## C H A P. 131

An Act to ratify a deed of agreement between the School Commission of the municipality of St. Aimé and the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé* and the estate of J. Aimé Massue

[Assented to, the 29th of December, 1922]

Preamble.

**W**HEREAS, according to a deed passed before Mtre Pierre Gélinas, notary, at St. Aimé, on the 20th of April, 1860, the late Gaspard Massue, in his lifetime seigneur of the parish of St. Aimé, for the purpose of benefiting "Superior Christian and Catholic education, and for this purpose aid an establishment of Brothers", in the said parish of St. Aimé, gave, ceded, transferred, relinquished and abandoned with warranty against all troubles, gifts, donations, dowers, debts, hypothecs, evictions, substitutions and other impediments whatsoever, to the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé*, all the land hereunder described;

Whereas the said donation was made:

1. Upon the express condition that the said corporation, which hereby accepts and obliges itself by the said acceptants, its legal representatives, for the purposes hereof, shall hold and occupy the said parcel of land for the purpose of superior Christian and Catholic instruction and education of the youth of the said parish of St. Aimé;

2. Upon the express condition also that the direction and superior control of all houses and establishments upon the said parcel of land above donated, shall of right belong to the diocesan bishop and *curé* of the said parish;

Whereas the provisions of the deed of donation do not any longer meet present requirements, and the School Commission of the municipality of St. Aimé adopted, at its sitting of the 20th of July, 1922, a resolution declaring that it was expedient, useful and necessary that the School Commission of the municipality of St. Aimé, for the purposes of superior Christian and Catholic education, should become the incommutable and absolute proprietor of a part of this parcel of land;

Whereas notice having been given to the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé*, of the petition of the School Commission of the parish of St. Aimé, *l'Œuvre et Fabrique de la Paroisse de St. Aimé* has concurred in the above mentioned resolution, and, at a meeting of the former and present churchwardens held on Sunday, the 15th of October, 1922, a resolution was passed for the

purpose of giving effect to the petition made by the said Commission;

Whereas Monseigneur Alexis Xiste Bernard, diocesan bishop, gave his approval to the above-mentioned resolution;

Whereas by a deed passed on the 20th of October, 1922, before Mtre. Eugène Poirier, notary, under number 2883 of his minutes, *l'Œuvre et Fabrique de la Paroisse de St. Aimé*,—with the consent and concurrence of Mr. Wilbrod Décarie, in his quality of testamentary executor, administrator and trustee of the property of the estate of J. Aimé Massue, who, in his lifetime, was the universal legatee of the late Gaspard Massue, by and under the will of the latter passed before Mtre. Pierre Gélinas and colleague, notaries, at St. Aimé, on the 25th of April, 1875,—abandoned free of all seigniorial charges, to the School Commission of the municipality of St. Aimé, thereto present and accepting as absolute proprietor for the purposes of superior Christian and Catholic education, the part hereafter described of the following parcel of land, to wit: the whole area of land comprised within the following boundaries: towards the northeast, by the land of Benjamin Lebrun, on one side, towards the southeast, by the land of Paul Boisvert, towards the southwest, by the public road, and towards the northwest, by the railway track of the Quebec, Montreal and Southern Railway, together with all buildings thereon constructed and as the whole now is;

Whereas under the same deed, in consideration of the consent given and granted by the said Wilbrod Décarie, *ès qualité*, to the abandonment in favour of the petitioner of the above described part, the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé*, duly authorized, restored to the estate of the late Joseph Mathieu, thereto present and accepting for all time, the part hereafter described of the following parcel of land, to wit: the whole area of land comprised within the following boundaries: towards the northeast, by the land of Benjamin Lebrun, towards the southeast, by the railway track of the Quebec, Montreal and Southern Railway, towards the southwest, by the public road, and towards the northwest, by a discharge or ditch, on the alignment of the lands of Jean Lalancette and Norbert Bérard, without buildings;

Whereas for the purposes of the above agreement, the parties did, under the above-mentioned deed, by mutual understanding and consent, agree that the deed of donation of the 20th of April, 1860, should be modified for all legal purposes and in so far as need be in the above manner, and be annulled in such way that the School

Commission of the municipality of St. Aimé should become the absolute and incommutable proprietor of the part abandoned in its favour, and that the assigns of the late Gaspard Aimé Massue, that is to say, the estate of the late Joseph Aimé Massue, should become the absolute proprietor of the part of the above described parcel of land restored to it by the *Corporation de l'Œuvre et Fabrique de la paroisse de St. Aimé*;

Whereas the above mentioned agreement was thus made upon the express condition that the present deed of agreement would be ratified by an act of the Legislature, and would only take effect from the date of its ratification;

Whereas for the purposes of the said agreement, the words "Superior School" should, under the deed of donation dated the 20th of April, 1860, and under the deed of agreement dated the 20th of October, 1922, include the superior school proper, and all Christian and Catholic schools which are or may come under the control and direction of the School Commission of the municipality of St. Aimé, and be regulated by the laws and regulations concerning public instruction in this Province;

Whereas there are absolutely no other legal means to regularize this situation than the passing of an act to this effect;

Whereas the School Commission of the municipality of St. Aimé desires to regularize, validate and confirm, for all legal purposes, the agreement entered into between it and the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé* and Wilbrod Décarie, *ès qualité*, by deed dated the 20th of October, 1922, before Mtre. Eugène Poirier, notary;

Whereas there is no opposition to the present petition; and

Whereas under the circumstances it is proper to grant the said prayer;

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

Deed of agreement ratified.

**1.** The deed of agreement between the School Commission of the municipality of St. Aimé and the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé* and the estate of J. Aimé Massue, before notary Eugène Poirier, on the 20th of October, 1922, under number 2883 of his minutes, is ratified, confirmed and declared legal and valid for all legal purposes.

Interpretation of the words: "Superior School".

**2.** The words: "Superior School" in the deed of donation of the late Gaspard Massue to the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé*, passed on

the 20th of April, 1860, before Mtre. Pierre Gélinas, notary, and in the deed of agreement between the School Commission of the municipality of St. Aimé and the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé* and the estate of J. Aimé Massue, dated the 20th of October, 1922, before Mtre. Eugène Poirier, notary, include and designate a superior school proper and all Christian and Catholic schools which are or may come under the control and direction of the School Commission of the municipality of St. Aimé and be regulated by the laws and regulations of public instruction in this Province;

**3.** The deed of donation by the late Gaspard Massue to the *Corporation de l'Œuvre et Fabrique de la Paroisse de St. Aimé*, dated the 20th of April, 1860, before Mtre. Pierre Gélinas, notary, is modified and annulled in each and every of its provisions which are incompatible with those of the deed of agreement between the School Commission and *l'Œuvre et Fabrique de la Paroisse de St. Aimé* and the estate of J. Aimé Massue, dated the 20th of October, 1922, before Mtre. Eugène Poirier, notary.

Certain deed annulled and modified in certain provisions.

**4.** This act shall come into force on the day of its sanction.

Coming into force.

## C H A P. 132

An Act to amend the act respecting the estate of the late  
John Pratt

[Assented to, the 29th of December, 1922]

**W**HEREAS Charles A. Pratt, of the town of Longueuil; Marie Louise Evéline Pratt, of the city of Montreal, widow of the late Gustave Laviolette; Marie Angéline Virginie Pratt, of the city of Montreal, widow of the late Georges Matthews; and Aloysia Pratt, of the city of Montreal, wife of P. F. Woodcock, of the same place, and this latter to authorize his wife for the purpose hereof; Charles L. Pratt, of the town of Longueuil; A. Baron Lafrenière, in his quality of tutor to his minor children issue of his marriage with the late Marie Mathilda Pratt; Alexandre Pratt, of the same place; John A. H. Pratt, notary, of Montreal; Georges Pratt, of the same place; Edouard J. H. Pratt, of the same place; Blanche Pratt, wife of T. R. Lebeau; Emilie Murielle Pratt, wife of Joseph Maufette, veterinary surgeon, duly authorized by her husband, of

Preamble.