

gilde Hébert, passed before Messrs. Henri P. Pépin & René Leroux, notaries, and dated the 31st of August, 1907, and by a codicil to the said will made before the same notaries at Montreal on the 13th of December, 1907, out of the portion bequeathed to her in full ownership."

Monthly
payment to
Madame
Hébert.

2. The said testamentary executor shall pay the said Dame Elodie Gauthier, widow of Louis Herménégilde Hébert, a monthly life rent of four hundred dollars so long as she remains a widow, or of two hundred dollars in case she marries again.

Costs of
this act.

3. The disbursements of the petitioner and of the testamentary executor, as well as the disbursements and fees of their attorneys incurred for the passing of this act, shall be a charge upon the capital of the estate, and be paid by the testamentary executor *La Société d'Administration Générale*.

Coming
into force.

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

CHAP. 154

An Act respecting the estate of Joseph Gareau

[Assented to, 14th of February, 1920]

Preamble.

WHEREAS Antoine Rodolphe Ranger, insurance broker, of the city of Montreal, in his capacity of testamentary executor and trustee of the late Joseph Gareau under the terms of the will of the latter made before Mtre. Edouard Biron, notary, on the 19th July, 1909, the Misses Marie-Anne Martel, Antoinette Martel, Bernadette Martel, all of full age of majority, residing at Saint-Lin-des-Laurentides, and Joseph Martel, of the parish of Saint-Lin-des-Laurentides, in his capacity of tutor to his minor children; Josaphat Martel, Lucien Martel, Emmanuel Martel, Cécile Martel, Narcisse Martel and Gabriel Martel, issue of his marriage with the late Dame Christiana Gareau, all legatees by universal title, under the terms of the said will of the late Joseph Gareau; and Dame Bernadette Payette, of the city of Montreal, widow of the said Joseph Gareau, legatee by particular title under the terms of a codicil of the late Joseph Gareau, under date of the 7th of April, 1918, have, by their petition, represented:

That Joseph Gareau, manufacturer, of the city of Mont-

real, died in the said city of Montreal, on the 8th of April, 1918;

That, by his will, made before Mr. Edouard Biron, notary, and colleague at Montreal on the 19th of July, 1909, the said Joseph Gareau appointed as administrator of his property after his death, in his quality of trustee, the said Antoine Rodolphe Ranger, one of the petitioners above mentioned;

That, by the said will, the said Joseph Gareau constituted the Martel petitioners above mentioned as his universal legatees as to ownership, the latter being the children issue of the marriage of his sister Dame Christiana Gareau with the said Joseph Martel, the arrangement being, according to the terms of the said will, that the said Dame Christiana Gareau should have the enjoyment during her lifetime of the residue of the property of the estate of the said Joseph Gareau after payment of the debts, charges and various special legacies set forth in the said will;

That the said Dame Christiana Gareau, wife of the said Joseph Martel, died at Saint-Lin-des-Laurentides on the 24th of January, 1919;

That by a codicil to his will made before Mr. Edouard Biron, notary, and colleague, on the 7th of April, 1918, the said Joseph Gareau established in favour of his wife, the said Dame Bernadette Payette, a yearly pension or life-rent of two thousand dollars payable by quarterly payments of five hundred dollars during the lifetime of the said Dame Bernadette Payette so long as she remained a widow;

That, in the said codicil, it is mentioned that the testator Joseph Gareau wished that the amount of capital required for guaranteeing the payment of the said rent be assured, even if it should be necessary to modify or delay the carrying out of the provisions of his will in consequence thereof;

That, by the said codicil, the said Joseph Gareau ratified and confirmed the provisions of his will, and that by his said will the said Joseph Gareau declares that all the property constituting his estate, whether capital or interest, shall not be liable to seizure, such property being bequeathed as alimony;

That owing to the economic crisis prevailing in the country at the death of the said Joseph Gareau, and the depreciation felt more particularly by the industry operated by the said Joseph Gareau and the consequent decrease in value of the immoveables constituting a considerable portion of the assets of the estate, the realizing of the property of the said estate, while giving sufficient net assets to meet the charges on the estate, including the

payment of the said rent, has not so far allowed the administrator of the estate to pay any revenue to the universal legatees other than that from the farm owned by the estate at Saint-Lin-des-Laurentides, whereof the family of Joseph Martel has retained the possession it had at the death of the said Joseph Gareau;

That the said Joseph Martel, as well as his children of the full age of majority, thought it might be in the interest of the universal legatees, as to ownership, of the said late Joseph Gareau, to come to an agreement with the said Dame Bernadette Payette in order to have her renounce her rights in connection with the pension or life rent established in her favour under the terms of the aforesaid codicil of the said Joseph Gareau, in consideration of an amount to be paid by the estate of Joseph Gareau to the said Dame Bernadette Payette in full ownership;

That the said Dame Bernadette Payette, on her part, considered that it would be better for her to have on hand, in full ownership, a certain sum of money or a title to a certain sum of money to be paid her by the administrator of the estate of the said late Joseph Gareau;

That, by a judgment rendered by the prothonotary of the district of Joliette on the 14th of April, 1919, the said Joseph Martel was authorized to act in his capacity of tutor for and on behalf of his minor children concurrently with his children of the full age of majority, in order to effect, with the said Dame Bernadette Payette, a compromise by which the latter would renounce her rights and titles in and to the rent or pension established in her favour by the codicil aforesaid of Joseph Gareau in consideration of a sum of sixteen thousand dollars which the estate of Joseph Gareau would bind itself to pay the said Dame Bernadette Payette in full ownership;

That the said Antoine Rodolphe Ranger, in his capacity of administrator of the property of the estate of the said Joseph Gareau, consented to agree to the request of the said universal legatees, as well as the said Dame Bernadette Payette, for the purpose of effecting the agreement above mentioned, provided such agreement be authorized and ratified by the Legislature of the Province of Quebec, owing to doubts that might arise respecting the rights and powers the said Antoine Rodolphe Ranger, in his said capacity, might have to be a party to this agreement, and to dispose of a portion of the moneys or property of the estate of the said late Joseph Gareau in order to pay, as capital and in full ownership, to the said Dame Bernadette Payette, the amount agreed upon as consideration for the latter renouncing her right and title in and to the pension

or life rent established in her favour, and on account also of the doubts that might arise respecting the validity of the renunciation by the said Dame Bernadette Payette, inasmuch as the said rent had been constituted as alimony for her;

That, subject always to the approval of or ratification by the Legislature of the Province of Quebec, to carry out the proposed agreement above mentioned, by a deed entitled "Agreement between Antoine Rodolphe Ranger *ès qualité*, Dame Bernadette Payette, widow of Joseph Gareau, Joseph Martel *ès qualité* and the Misses Marie Anne Martel, Antoinette Martel and Bernadette Martel", passed before Mr. Edouard Biron, notary, on the 8th of August, 1919, after the facts above mentioned were set forth, the said Dame Bernadette Payette agreed to renounce all her right and title, action and recourse in her favour in connection with the pension or life rent established in her favour by the aforesaid codicil of the said late Joseph Gareau, in consideration of the obligation taken by the Martel heirs to pay the said Dame Bernadette Payette, in money or other securities accepted by her, a sum of sixteen thousand dollars whereof the said Dame Bernadette Payette should become full owner and without her being limited, as to her title of owner of the said sum, by any condition or restriction;

That, on the other hand, the said Martel heirs by the said deed of agreement accepted such renunciation by the said Dame Bernadette Payette, and bound themselves, in return, jointly and severally with the said Antoine Rodolphe Ranger in his capacity aforesaid, to give the said Dame Bernadette Payette a sum or security of sixteen thousand dollars in full ownership, the said Dame Bernadette Payette to enjoy, make use of and dispose of the said sum or security of sixteen thousand dollars as she might deem proper, without any restrictions or limitations;

That, for the purpose always of carrying out the proposed agreement, the said Antoine Rodolphe Ranger in his capacity aforesaid did, by the said deed of agreement, agree to sell to said Dame Bernadette Payette, who agreed to purchase them, the following immoveables:

Four lots of land known and designated as being the subdivisions 3, 4, 5 and 6 of the original number 1488 of the official plan and book of reference of Saint Mary's ward of the city of Montreal, bounded in front by Parthenais street, with the buildings thereupon erected, comprising twenty-four lodgings bearing the civic numbers 332 to 374 inclusive of the said Parthenais street, and with right of way in the lane situate at the back of the said lots of land, known and designated as being the

subdivision number seven of the original number 1488-7, of the said official plan and book of reference, and the right of way in another lane communicating from the above described lane to the public lane in the back of Parthenais street, and parallel to the said Parthenais street;

That the said deed of agreement stipulates that the said sale shall be for the price of thirty-two thousand dollars, whereof ten thousand six hundred dollars shall be paid by the purchaser on behalf of the estate of Joseph Gareau and, for his acquittal, to *Le Crédit Foncier Franco-Canadien*, with interest at the rate of seven per cent per annum; sixteen thousand dollars, by the confusion that will take place between the position of the said Dame Bernadette Payette as debtor on account of her being the purchaser of the said immoveable as regards the estate of Joseph Gareau, and as creditor of the said estate owing to the compensation which the Martel heirs have agreed to pay her in consideration of her renouncing her rights and titles in and to the pension or life-rent created in her favour by the codicil of her husband the late Joseph Gareau; and the balance, say five thousand four hundred dollars, shall be paid by the same Dame Bernadette Payette, who bound herself thereto in the office of Mr. Edouard Biron, notary, at Montreal, as follows: one thousand dollars on signing the deed of sale before Mr. Edouard Biron, notary, and four thousand four hundred dollars payable in five years from the date of the notarial deed, with the privilege to pay partial instalments of not less than three hundred dollars whenever an instalment of interest becomes due; every balance to bear interest in favour of the estate of Joseph Gareau at six per cent per annum, payable quarterly, counting from the date of the notarial deed;

That the said deed of agreement further stipulates that the deed of sale shall be passed before the said Mr. Edouard Biron, notary, and shall contain the usual clauses and conditions with an adjustment as regards taxes, interest upon hypothecs, and insurance premiums to the 8th of July, 1919;

That the said sale and conveyance shall be made to the said Dame Bernadette Payette, with all the usual guarantees, and free from all debts with the exception of the hypothec in the favour of *Le Crédit Foncier Franco-Canadien* to the amount of ten thousand six hundred dollars, as capital, with the interest thereon;

That the said deed of agreement further stipulates that in the event of the Legislature of the Province of Quebec granting the approval or ratification of the said deed of agreement, a contract shall be passed before the said

Edouard Biron, by which the said Dame Bernadette Payette, widow of Joseph Gareau, shall expressly renounce all her rights and titles, actions and recourse by reason of the life rent in her favour, and another deed shall be passed by which the said Antoine Rodolphe Ranger, in his capacity aforesaid, shall sell to the said Dame Bernadette Payette the immoveable above mentioned at the price and on the terms and conditions above set forth;

Whereas, in order to carry out the said deed of agreement of the 8th of August, 1919, the said Antoine Rodolphe Ranger in his capacity aforesaid, Dame Bernadette Payette, the Misses Marie Anne Martel, Antoinette Martel, Bernadette Martel and Joseph Martel, in their capacity aforesaid have, by their petition, represented the facts above set forth and have prayed for an act to ratify and confirm the said deed of agreement of the 8th of August, 1919;

Whereas it is expedient to grant the prayer of 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:

1. The testamentary executor and trustee of the late Joseph Gareau is hereby authorized to join in the deed entitled "Agreement between Antoine Rodolphe Ranger, *ès qualité*, Dame Bernadette Payette, widow of Joseph Gareau, Joseph Martel, *ès qualité*, the Misses Marie-Anne Martel, Antoinette Martel and Bernadette Martel", passed at Montreal on the 8th of August, 1919, before Mr. Edouard Biron, notary. Authoriza-
tion to
executor to
join in deed.

2. This act shall come into force on the day of its sanction. Coming
into force.

C H A P. 155

An Act respecting the estate of the late Louis
Raymond Plessis-Bélair

[Assented to, 14th of February, 1920]

WHEREAS Léon Gélinas, accountant, of the city of Montreal, in his capacity of administrator and testamentary executor of the succession of the late Louis Raymond Plessis-Bélair, and Louis P.-Bélair, butcher, also of the city of Montreal, in his capacity of curator to Preamble.