

Code; and the said purchaser shall be discharged from following the amount of said purchase price once for all from the moment it has been so employed.

Certain
payment to
be consider-
ed as due
employment
of part of
purchase
price.

2. The payment by the said purchaser to the Scottish Union and National Insurance Company of the sum of forty-three thousand seven hundred dollars (\$43,700), being the capital of that certain deed of loan from the said Scottish Union and National Insurance Company to the vendors passed before N. Dickson, notary, on the 21st day of March, nineteen hundred and eleven, and duly registered in the said registry office under the number 150466, as undertaken in the deed of sale hereby confirmed, to the exoneration of the vendors, shall be considered as the due employment of so much of the said balance under the terms of the said article 953a.

Coming into
force.

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

C H A P. 149

An Act to confirm the title to the lot known as No. 67 of the cadastre of the parish of St. Eustache, in the district of Terrebonne

[Assented to, 17th of March, 1919]

Preamble.

WHEREAS Jean Dutreuil, civil employee, of the city and district of Montreal, has by his petition represented:

That by her will made in authentic form on the 9th of August, 1855, before J. Bte. Archambault, N.P., Dame Marguerite Cosal dit Giraldeau bequeathed her immoveable property, to wit: the lands under cultivation and situated at St. Eustache, in the district of Terrebonne, to her husband Pierre Janvril dit Belair, and afterwards to her six children, sons-in-law and daughters-in-law as institutes and her grand-children as substitutes and by roots;

That the said immoveable property consisted of one-half of the immoveables belonging to the community of property existing between the testatrix and her husband;

That by authentic deed dated the 3rd November, 1855, before J. Bte. Archambault, N.P., the said Pierre Janvril dit Belair, then a widower, gave his half of the property of the community that had existed between him and his wife to his six children born of their marriage and also to his sons-in-law and daughters-in-law as institutes, and to his

grandchildren as substitutes and by roots; that under the terms of the said gift a partition was made of all the immoveable property of the community, the six children declaring that they wished to enjoy their own land separately, and consenting to the said partition, to wit: Edouard Janvril *dit* Belair; François-Xavier Ouellette and Dame Arthemise Janvril *dit* Belair, his wife; Louis Dion *alias* Yon and Dame Eulalie Janvril *dit* Belair, his wife; Jean Baptiste Vallée and Dame Julie Janvril *dit* Belair, his wife; Isaïe Brayer *dit* St. Pierre, and Dame Adele Janvril *dit* Belair, his wife, and Miss Christine Janvril *dit* Belair;

Whereas each of the children then came into possession of his or her share of said immoveable and enjoyed the same as owner thereof for several years; that, in particular, Louis Dion *alias* Yon and his wife, Dame Eulalie Janvril *dit* Belair, came into possession of the lot of land now bearing the No. 67 of the official plan and book of reference of the parish of St. Eustache, and each of the six said institutes and their children have always considered the partition as having been made under the terms of the deed of gift dated the 3rd November, 1855, as final and irrevocable;

Whereas on the 14th June, 1870, in a case bearing the No. 222 of the Circuit Court of the district of Terrebonne, the sheriff of the said district, under a writ of execution issued by the said court, seized upon Louis Dion *alias* Yon and as belonging to him the said lot of land now bearing the No. 67 on the official plan and book of reference of the parish of St. Eustache, and adjudged and sold the same according to law to C. H. Champagne, notary, of St. Eustache;

Whereas, by deed passed before S. Mackay, N.P., of the 15th November, 1881, Cyrille H. Champagne, notary, sold the said property to Lambert Brunet who, on the 29th November, 1883, by deed before George N. Fauteux, N.P., sold it to Louis Gauthier, who, on the 16th December, 1904, by deed before Geo. N. Fauteux, N.P., sold it to the petitioner;

Whereas on the 2nd December, 1913, by deed before H. Gohier, N.P., the petitioner sold the same property to Ernest D. Lee, Alexander W. McLeod and W. Cameron McLeod; and in the said deed it is stated that doubts exist as to whether the children issue of the marriage of Pierre Janvril *dit* Belair and Dame Marguerite Cosal *dit* Giraldeau have no rights of substitution upon the same property; and that the petitioner is bound to have such doubts removed;

Whereas in a suit before the Superior Court for the district of Terrebonne and served on the 6th October, 1913, the petitioner sued Dame Eulalie Janvril *dit* Belair, widow of the late Louis Dion, Alfred Dion, Dame Alphonsine Dion, wife

of J. Philippe Caron, and the latter to authorize his wife, Joseph Dion, Dame Vitaline Dion, wife of Joseph Grenon, and the said Joseph Grenon to authorize his wife, and Eulalie Dion, wife of Joseph Dubois, setting up the prescription of thirty years to establish his right of ownership, and praying that a notice of renewal dated the 30th of April, 1884, registered against the said lot No. 67 of the official plan and book of reference of the parish of St. Eustache for the purpose of preserving certain substitution rights of the defendants be cancelled, because the right, the object of which registration would be to preserve, was extinguished at the time of the service of the action; the defendants, the children of the late Louis Dion and of his wife, have alleged among other things, in their defence, that they are the children born of the lawful marriage of Louis Dion and of the defendant Eulalie Janvril *dit* Belair; by judgment rendered on the 19th March, 1915, the plaintiff's action was maintained, the court declaring the prescription acquired in favor of the plaintiff and the substitution extinguished as regards the defendants and ordering the cancellation of the registration of the aforesaid notice of renewal dated the 30th of April, 1884;

Whereas such judgment was confirmed by the Superior Court sitting in review in Montreal, on the 31st of May, 1916;

Whereas doubts also have arisen as to the validity of the petitioner's title, because it is not established by the said judgment that the defendants are the only children of Louis Dion *alias* Yon and his wife, and in the second place because the partition made by the said deed of gift of the 3rd of November, 1855, of Pierre Janvril *dit* Belair to his children, sons-in-law and daughters-in-law, would have been merely provisory as regards the half of the bequeathed property which belonged to Dame Marguerite Cosal *dit* Giraldeau as being common as to property with her husband;

Whereas, if there were other children issue of the marriage of Louis Dion *alias* Yon and Dame Eulalie Janvril *dit* Belair, the thirty years' prescription might be set up against the defendants in the suit above mentioned;

Whereas it is impossible to obtain a partition of the said property by the court owing to the absence in foreign countries of all or nearly all the substitutes in the said substitution, a good many of whom are unknown;

Whereas, moreover, the substitutes who are the issue of five roots other than that of Louis Dion and his wife, Eulalie Janvril *dit* Belair, have accepted as final the partition of property made under the terms of the deed of gift of the

3rd November, 1855, by Pierre Janvril *dit* Belair to his children, so much so that they have always limited their rights of ownership merely to each of the lots respectively assigned to each family by roots, as described by said deed of gift, and have even sold the same as belonging to them;

Whereas in the same manner the lot of land assigned to the F. X. Ouellette root was sold by the substitutes issue of the said root who constituted themselves the owners thereof under the said deed of gift and the partition stipulated therein to Mr. Polidor Belisle by deed before Geo. N. Fauteux, N.P., on the 26th of February, 1892;

Whereas, in the same manner the lot of land assigned to the J. B. Vallée root, was sold by the substitutes, issue of the said root, to Mr. Trefflé Brunet, by deed passed on the 23rd of March, 1908, before Geo. N. Fauteux, N.P.;

Whereas the lot of land assigned to the Edouard Belair root was sold by the substitutes issue of the said root in the same manner to Charles Ladouceur by deed dated the 4th April, 1884, before C. H. Champagne, N.P.;

Whereas the lot of land assigned to the issue of Christine Belair, wife of Pierre Charbonneau, was sold by the substitutes of such root in the same manner to Francis Cosal *dit* Giraldeau, by deed dated the 3rd September, 1908, before Geo. N. Fauteux, N.P.;

Whereas, as to the lot of land allotted to the issue of Brayer *dit* St. Pierre's root, the only substitutes of the said root, to wit; Adolphe Brayer *dit* St. Pierre and Charles Brayer *dit* St. Pierre, both residing at Chicago, in the United States of America, have declared and acknowledged that they had no right of ownership to the lots allotted to the others, namely: the said Adolphe Brayer *dit* St. Pierre, by declaration made by an authentic deed before Geo. N. Fauteux, N.P., the 12th of August, 1914, and the said Charles Brayer *dit* St. Pierre, by declaration signed at Chicago on the 18th of August, 1914, in the presence of Adolphe St. Pierre and Richard J. Knight attested by Robert L. Burns, N.P., which declaration was deposited amongst the minutes of Geo. N. Fauteux, N.P., on the 21st of August, 1914, by deed of deposit;

Whereas the said Jean Dutreuil and his *auteurs* were in peaceful and uninterrupted possession of the said immovable for the said thirty years when the sale was made on the 2nd of December, 1913, by the petitioner to Ernest D. Lee, Alexander W. McLeod and W. Cameron McLeod, and that it is expedient to remove any doubt that might arise respecting the validity of their title and of the sale by the

petitioners to the said Ernest D. Lee, Alexander W. McLeod and W. Cameron McLeod;

Whereas the petitioner has by his petition prayed that his title to the said immoveable and the deed of sale by him to Ernest D. Lee, Alexander W. McLeod and W. Cameron McLeod be declared valid and be ratified for all legal purposes;

And whereas it is expedient to grant 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:

Sale validated. 1. The sale of the immoveable known as lot No. 67 of the cadastre of the parish of St. Eustache in the district of Terrebonne, on the 2nd of December, 1913, by Jean Dutreuil to Ernest D. Lee, Alexander W. McLeod and W. Cameron McLeod, by deed before H. Gohier, N.P., and the title of the said Ernest D. Lee, Alexander W. McLeod and W. Cameron McLeod to the said immoveable, are ratified, confirmed and declared legal and valid for all lawful purposes.

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

CHAP. 150

An Act to validate a certain deed of conveyance of immoveables to Helen Margaret Ryan Macdonell and certain deeds of sale by her of the same

[Assented to, 17th of March, 1919]

Preamble. WHEREAS Helen Margaret Ryan Macdonell, now residing in England, widow of Allan Ronald Macdonell, in his lifetime of Montreal contractor, has by her petition represented, that her said late husband, from whom she was separated as to property by ante-nuptial contract, conveyed to her certain immoveable properties fronting on Edgemoor Avenue, in the city of Montreal, and which he had previously acquired in his own name, in reimbursement of monies advanced by her and applied in part towards payment of the purchase price of said properties and of hypothecs existing thereon, and for the balance used in his business; that the said monies were the proceeds of the sale by the said Dame Helen Margaret Ryan Macdonell of certain shares in the capital stock of the Royal Electric