

annoyance and considerable damage if the deeds of sale above mentioned were set aside;

Whereas the said petitioner prays that the said deeds of sale above cited be ratified and be declared good and valid, to all intents and purposes;

And whereas it is expedient to grant the prayer to that effect 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:

**1.** The deed of sale by Dame Arabella Bergevin, wife of Horace Cormier, accountant, of the city of Montreal, to Olier Mathieu, cabinet maker, of the town of Beauharnois, before L. C. Tassé, notary, dated the 25th February, 1905, and registered in the registry office of the county of Beauharnois, under the No. 35850; and the deed of sale by the said Dame Horace Cormier to the said Olier Mathieu, before L. C. Tassé, notary, dated the 8th February, 1913, and registered in the said office under No. 42379, are hereby ratified and confirmed and declared good and valid to all intents and purposes.

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

#### CHAP. 140

An Act to confirm the titles to the immoveable known as No. 4671 of the cadastre of the parish of Montreal.

[Assented to 19th February, 1914]

**W**HEREAS the Wedgewood Park Company, Limited, a body politic and corporate having its principal place of business in the city of Montreal, has, by its petition, represented:

That on the 26th of April, 1913, by deed of sale before Mr. Ernest R. Decary, notary, Samuel Sheldon Stephens, of the city of Montreal, Burgess, acting both in his own name and in his capacity of sole institute in the substitution created by the will of the late Harrison Stephens, assisted by Eugène Lafleur, advocate and King's counsel, acting in his capacity of curator to the said substitution, sold to Fitz-James E. Browne, of Montreal aforesaid, real estate agent, the immoveable described as follows:

"A certain farm situate in the town of Verdun, in the county of Hochelaga, containing ninety arpents in super-

ficies, being designated under the No. 4671 on the official plan and book of reference of the parish of Montreal, bounded in front by the river St. Lawrence, in rear by subdivisions 480 to 492 of the subdivisional plan of the original lot No. 3912 of the said cadastre of the parish of Montreal, and to the northeast by lot No. 4670 of the said cadastre, now subdivided, and on the southwest by lot No. 4672 of the same cadastre, with the buildings thereon erected;”

That on the same day, by deed of sale before the same notary, Fitz-James E. Browne sold to the petitioner all his rights in and to the said immoveable;

That the first of such sales was authorized by the prothonotary of the Superior Court of the district of Montreal on the 30th March, 1913;

That since then doubts have arisen as to the right of Samuel Sheldon Stephens to dispose of the said property;

That such immoveable, owing to the constant extension and growth of the city of Verdun, and especially the great number of sales of lots during the past year in the said city of Verdun, is no longer suitable for cultivation, its value and the taxes on immoveables becoming too great in proportion to the revenue to be derived therefrom as land under cultivation;

That the said immoveable was subdivided into building lots by the petitioner for the purpose of being offered for sale as such;

That it is important that the petitioner's title to the said immoveable as well as the titles of Fitz-James E. Browne be confirmed and ratified;

Whereas the said Wedgewood Park Company Limited has by its petition prayed that the said deed of sale be declared valid and be ratified to all intents and purposes;

Whereas, it is expedient to grant such prayer to the effect 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:

Deeds of  
sale ratified.

**1.** The deed of sale of the property No. 4671 of the cadastre of the parish of Montreal, by Samuel Sheldon Stephens, assisted by Eugène Lafleur as representing the substitution created by the late Harrison Stephens by his will dated the 5th November, 1877, the said deed of sale having been passed on the 26th April, 1913, before Mr. Ernest R. Décary, notary, and the deed of sale of the same property by Fitz-James E. Browne to the Wedgewood Park Company Limited, having been passed before the same notary on the same day, are, notwithstanding all provisions and prohibitions to the contrary contained in

the said will of the said late Harrison Stephens, ratified and declared valid and binding, both as regards the purchaser's rights and those of the institutes and substitutes in the said substitution.

The price of sale payable to the estate of the late Harrison Stephens when paid shall be invested or deposited <sup>Investment of price.</sup> for the benefit of the substitution aforesaid in accordance with the provisions of article 953a of the Civil Code, and the said purchasers' shall be discharged from following the amount of the purchase price, once for all, from the moment it has been invested by the said institute and curator in accordance with paragraphs 3 and 4 of the said article 953a, or deposited with the Prothonotary in accordance with paragraph 5 of the same article.

**2.** This act shall come into force on the day of its <sup>Coming into</sup> sanction: <sup>force.</sup>

## CHAP. 141

An Act to prescribe a special manner of service upon certain creditors having a privilege and hypothec on the immoveables No. 226 of the official plan and book of reference of the Parish of Boucherville, and Nos. 6 and 7 of the official plan and book of reference of the parish of St. Hubert.

[Assented to 19th February, 1914]

**W**HEREAS Alfred Tremblay, farmer, Poméla Tremblay, spinster, both of the parish of Saint Hubert, in the district of Montreal; Arthur Roy, merchant, of the town of Longueuil, in the said district, in his capacity of tutor to Dalila Angéline Roy, minor daughter, issue of his marriage with the late Mrs. Angéline Tremblay; Maria Tremblay, wife of Raoul Jodoin, farmer, of the parish of Boucherville, in the said district, and the said Raoul Jodoin, both personally and in his capacity of subrogate tutor to the said minor Dalila Angéline Roy, have, by their petition, represented;

That, by deed passed in the village of Boucherville on the 14th September, 1857, before Boucher de la Broquerie and L. Normandin, notaries, François Xavier Céré, farmer, of the parish of Boucherville, acknowledged that he was indebted to Dame Josephite Lerendac, of the parish of Lachenaie, widow of Henry Munro, physician, in the amount of fifty pounds, as a loan, which he promised to repay in two years, with interest at the rate of six per cent per