

C H A P. 162

An Act to allow *La Congrégation des Petits Frères de Marie* dits *Frères Maristes* to hypothecate a certain lot in the parish of St-Vincent de Paul, county of Laval, and to give priority of hypothec on the said lot.

[Assented to 19th February, 1914]

WHEREAS *La Congrégation des Petits Frères de Marie* Preamble.

dits *Frères Maristes* has, by petition, represented :

That by deed of gift dated the first of October, 1856, before J. B. Constantin and L. P. Provost, notaries, Césaire Germain, Esquire, notary, did by gift give, make over, transfer and abandon to the Reverend Norbert Lavallée, parish priest of the parish of St. Vincent de Paul, founder of Laval College, a certain lot of land in the parish of St. Vincent de Paul, containing about two and three-quarters arpents in front, by a depth of about five arpents less twenty-five feet, the whole without warranty as to precise measurement, but as indicated by pickets and bounds known to the parties; bounded in front by the said donor and other parts by the projected Norbert street, not yet opened, in rear and on the northeast side by the same donor, and on the other side, on the southwest by Romain Sozev, without any buildings thereon;

That, as stated by the said deed, the said parish priest was permitted, on leaving the parish, to transfer the said lot, on the conditions and restrictions set forth in the said deed, to the *curé et marguilliers de l'Œuvre et Fabrique de St-Vincent de Paul*;

That the said deed contained a prohibition to alienate the lot, which was given to the college of Laval in perpetuity ;

That by the said deed *L'Œuvre et Fabrique de la paroisse de St-Vincent de Paul* had the right to convey the lot, under the same conditions and restrictions, to any corporation formed for the government of the said Laval College;

That, by his holograph will probated on the 7th November, 1881, the said Reverend Norbert Lavallée, parish priest, transferred, in accordance with the aforesaid deed of gift, the said lot of land to *L'Œuvre et Fabrique de la paroisse de St-Vincent de Paul*, always on the conditions mentioned in the aforesaid deed of gift;

That by deed of gift before C. E. Germain, notary, dated the 30th September, 1895, *L'Œuvre et Fabrique de la paroisse de St-Vincent de Paul*, at a regular meeting, conveyed and transferred, subject to the clauses, conditions and restrictions mentioned in the aforesaid gift, to *La Congrégation des Petits Frères de Marie* dits *Frères Maristes*,

a body politic and corporate, having its principal place of business at Iberville, in the Province of Quebec, incorporated under the act 50 Victoria, chapter 29, the lot of land mentioned in the aforesaid deed of gift, and which is now known as No. 235 on the official plan and book of reference of the parish of St. Vincent de Paul, in the county of Laval;

That by the said deed of gift by *l'Œuvre et Fabrique de la Paroisse de St. Vincent de Paul*, the *Congrégation des Petits Frères de Marie* dits *Frères Maristes* undertook to maintain a superior school and to teach a full commercial course in English and in French, permission being given it to make all by-laws for the government of the school, and also to take boarders;

That the Honourable Senator Joseph Hyacinthe Bellerose in his capacity of testamentary executor of his wife, who had made a gift of five thousand dollars to *l'Œuvre et Fabrique de St-Vincent de Paul* for educational purposes; intervened in this deed, and the said amount of five thousand dollars was transferred by *L'Œuvre et Fabrique* to the said congregation;

That likewise, by the said deed of gift, the said *Congrégation des Petits Frères de Marie* dits *Frères Maristes* undertook to maintain the said superior school, and in the event of its ceasing to do so, to hand over the entire management of the said Laval College to the said *Œuvre et Fabrique de la paroisse de St-Vincent de Paul*, with everything comprised in the said gift and all improvements that might be made on the said lot by the said congregation, without being able to claim any indemnity therefor;

That, by the said deed of gift, a general hypothec is given on the said lot for the fulfilment of each and every the obligations therein contained;

That, before recent years, considerable improvements and additions were made amounting to a much higher sum than the five thousand dollars mentioned in the will of Madame Bellerose;

That the ever-increasing number of pupils has necessitated the erection of buildings to the amount of one hundred thousand dollars;

That, in fact, the number of boarders in Laval College this year is one hundred and seventy-four, although the said congregation has been obliged to refuse a great many;

That, moreover, the said congregation intends shortly to affiliate the said Laval College with the school for Higher Studies and the Montreal Technical School, which will, in the near future, necessitate the erection of new buildings on the said lot of land; that the said congregation undertakes to pay alone all the necessary sums for present

and future buildings, as well as all hypothecs which may be registered against the said lot of land under this act;

That, in order to attain the ends which the founders of the Laval College had in view, it is necessary that the *Congrégation des Petits Frères de Marie* dits *Frères Maristes*, be allowed to immediately borrow an amount of one hundred thousand dollars and to give a first mortgage on the lot above mentioned, as well as to provide for future loans which may be necessitated by the work already begun;

That *l'Œuvre et Fabrique de la paroisse de St-Vincent de Paul*, in the county of Laval, has, by a regular resolution, approved the clauses of this act;

And whereas a prayer to the above effect is contained in the said petition, and it is expedient to grant the same;

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

1. Notwithstanding the prohibition to alienate the lot of land above described, to wit: No. 235 of the parish of St. Vincent de Paul, in the county of Laval, notwithstanding the general hypothecs and privileges registered against the said lot, also under the deeds above mentioned, and notwithstanding any provision to the contrary in the said deeds of gift, hypothec, and of privilege, and of the wills, *La Congrégation des Petits Frères de Marie* dits *Frères Maristes* may:

a. Borrow to the amount of one hundred thousand dollars, on one or more occasions, for such terms and at such rates as it may deem expedient, and give a guarantee for all sums so borrowed, together with interest and costs, and give as security for the repayment of the sum or sums so borrowed, in capital, interest and costs, a hypothec on lot No. 235 of the parish of St. Vincent de Paul, in the county of Laval, such hypothec or hypothecs to have priority over the general hypothec given upon the said lot and the privileges resulting from the various deeds of gift; and for the purpose of such loan or loans with interest and costs *La Congrégation des Petits Frères de Marie* dits *Frères Maristes*, shall be deemed to be the owners of the said lot of land No. 235, provided, however, that such loan or loans when so effected shall be for the purpose of paying the costs of the building in course of erection on the said lot;

b. Borrow to the extent of seventy-five per cent of the total cost of such new buildings or improvements which it may cause to be erected or made or may erect or make

Notwithstanding certain provisions the congregation may make certain loans.

on lot No. 235 on the official plan and book of reference of the parish of St. Vincent de Paul, in the county of Laval, in addition to the work now being done, on such terms, clauses, charges and conditions as it may deem advisable to accept, on one or more occasions; and, for the sum or sums so borrowed, it may give a hypothec for capital, interest and costs thereof on the said immoveable, and the hypothec so given shall rank before the general hypothec of five thousand dollars above mentioned, as well as before the privileges resulting from the aforesaid deeds of gift.

Contract to
be kept in
force, &c.

2. In virtue of this act, *La Congrégation des Petits Frères de Marie* dits *Frères Maristes*, consent to maintain in force, so long as it shall govern the said Laval College, the contract between it and the school board of the village of St. Vincent de Paul, in the county of Laval, signed on the 10th May, 1911, with the exception of the last clause, which, after the expiration of the ten years mentioned in the said contract, shall be amended as follows: "According as the cost of living and of all things required for educational purposes increases, the increase of salary mentioned in the said article shall be effected by mutual agreement and on application made six months before the expiration of the then current school year. In the event of an agreement being impossible, the increase of salary shall be submitted to arbitration, the congregation to appoint one arbitrator, the school board of the said village to appoint its arbitrator and the third to be chosen by the two arbitrators so appointed. If the arbitrators should not agree upon the appointment of the third arbitrator, the choice of the latter shall then be left to the Ordinary of the diocese in which is situated Laval College built on the lot aforesaid; and the decision of such arbitrator shall be final and without appeal."

Buildings to
to belong to
the congrega-
tion.

3. All buildings erected and improvements made since July, 1905, by *La Congrégation des Petits Frères de Marie* dits *Frères Maristes* shall belong to the latter.

Right to sell
buildings.

4. The said *Congrégation des Petits Frères de Marie* dits *Frères Maristes* shall have the right to sell all buildings erected and improvements made since July, 1905, on lot No. 235, provided such sale be to a person or corporation approved by the Ordinary of the diocese wherein the said immoveable is situated, such person or corporation to be subject to the charges and conditions mentioned in the said deed of donation before L. E. Germain, notary, dated the 30th September, 1895, as regards the use and enjoy-

ment of the said immoveable, and the price of sale shall revert and belong to the said congregation, who shall never be entitled to claim any indemnity from *l'Œuvre et Fabrique de la paroisse de St-Vincent de Paul* for such future new buildings or improvements.

5. In the event of the sale hereinabove provided, the assigns of the said *Congrégation des Petits Frères de Marie* dits *Frères Maristes* shall be obliged to respect the contract between the school board and *La Congrégation des Petits Frères de Marie* dits *Frères Maristes* entered into on the 10th of May, 1911, as amended by section 2 of this act. Contract to be respected by assigns.

6. To obtain the ends of this act and guarantee the hypothecs which may be given upon the said immoveable the said *Congrégation des Petits Frères de Marie* dits *Frères Maristes* shall have the right to have said buildings insured against fire and to transfer the said insurance to the hypothecary creditors, according to their respective rights, and alone to receive as owners the surplus of the insurance policies which may not be subject to the hypothecary clause and transferred as aforesaid. Right to insure and to transfer insurance to creditors.

7. The said surplus of insurance shall be employed by the said *Congrégation des Petits Frères de Marie* dits *Frères Maristes* or its assigns in rebuilding Laval College, and, in the event of the said congregation not doing so with the said surplus of insurance after having paid off all the hypothecs given under this act, it shall hand over to the *fabrique* of the parish of St. Vincent de Paul a sum of ten thousand dollars, which shall be employed by the said *fabrique* in building the school in accordance with the intentions of the gift above mentioned. How surplus of insurance to be employed.

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