

C H A P . 1 2 0

An act to confirm agreements between the legatees and the institute under the will of the late William Bentham.

[Assented to 14th March, 1911]

Preamble.

WHEREAS, Léon Daoust, Francis Logie Armstrong and the Samaritan Hospital, all of the city of Montreal, beneficiaries under the will of the late William Bentham, for themselves and for the beneficiaries named in the said will, among whom is the Children's Memorial Hospital of Montreal, designated in the will "The Children's Hospital," have, by petition, prayed for an act to confirm certain agreements entered into between the legatees and the institute under the will of the late William Bentham, who died at Montreal on the 16th day of December, 1908, and by whose will a substitution was created by which Dame Mabel Bentham as institute became possessed during her lifetime of all the property of the late William Bentham; and whereas the legatees are desirous of having and enjoying the benefit of the legacies bequeathed to them and of having the payment of said legacies anticipated; and whereas the said Dame Mabel Bentham has consented to anticipate the payment of the legacies bequeathed to the legatees and substitutes under the said will upon having the necessary authority to carry out such agreements; and

Whereas it is expedient to grant the prayer of said petition;

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

Certain agreements ratified, &c.

1. The agreements set out in the schedules A, B and C to this act, to wit:

a. Agreement between Mabel Charlotte Armstrong, widow of the late William Bentham, and Minnie Belas, Ethel Bentham, Clare Falls, Nina Howe and May Bentham, legatees;

b. Agreement between Mabel Charlotte Armstrong, widow of the late William Bentham, and William Bentham Martin, Austin Smith, Thomas Foster Gaines, Elsie Armstrong, Logie Armstrong, Bertie H. O. Armstrong, William Tillot Barlow, Léon Daoust, the Samaritan Hospital, Alice Carlisle, Mary Carlisle, Isabel Carlisle, Nellie Martin, Emily Martin, George Kent Deaker, and Edgar N. Armstrong, legatees;

c. Agreement between Mabel Charlotte Armstrong, widow of the late William Bentham, and the Children's Memorial Hospital of Montreal designated in his will as "The Children's Hospital."

Are hereby ratified and confirmed and shall have force and effect according to their tenor as if the same were incorporated in the present act and the parties thereto are authorized to carry out said agreements.

2. Dame Mabel Bentham, institute under the will of the late William Bentham in his life-time of Montreal, may upon the terms agreed, notwithstanding the clauses of the said will, anticipate the payment of any or all of the legacies bequeathed under said will in favour of any or all of the legatees and substitutes therein named. Anticipation of certain legacies.

3. Upon the payment as agreed of any legacy bequeathed under the said will, the substitution in favour of the said legatee and substitute shall lapse and cease and the said institute shall be discharged and relieved from any further claim or obligation in connection with said legacy and substitution. Ceasing of certain substitutions, &c.

4. For the purpose of making the necessary payments and discharging the legacies and substitutions mentioned in said will, the institute may hypothecate, sell and otherwise dispose of in whole or in part the property substituted under the terms of said will and may give a valid title thereto, and any such sale or hypothecation shall be valid and binding both as regards the purchaser or lender and the institute as well as the substitute. Sale, &c., by institute, of certain property.

5. The Montreal Foundling and Baby Hospital shall receive in full settlement of any claim, the sum of one thousand five hundred dollars within six months of the passage of this act, upon the same terms as are mentioned in the agreements with the other legatees. Settlement with certain hospital.

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

SCHEDULE A

AGREEMENT entered into at Montreal, Canada, this fourth day of August, 1910, by and between MABEL CHARLOTTE ARMSTRONG, widow of the late WILLIAM BENTHAM, of Montreal, Canada, hereinafter called the Institute and MINNIE BENTHAM, wife of A. BELAS, of Enniskillen, Ireland; ETHEL BENTHAM, M. D., of London, England, CLARE BENTHAM, wife of CHARLES F. FALLS, of Enniskillen, Ireland, NINA BENTHAM, wife of RANDALL A. HOWE, of Bray, Ireland and MARY (May) BENTHAM, of London, England, hereinafter called the Legatees.

Whereas, the said late William Bentham departed this life at Montreal, on the 16th day of December, 1908, and whereas the said late William Bentham, on the 2nd day of February, 1907, executed a will which has been duly probated in Montreal, Canada, copy of which will is attached hereto, and whereas, by the terms of the said will the institute is entitled to and has become possessed of the whole of the estate of the said William Bentham, and whereas the legatees by the terms of the said will are entitled to certain legacies, and whereas the parties hereto have come to an understanding and agreement to anticipate the payment of said legacies; it is hereby understood and agreed by the parties hereto as follows :

The legatees each for herself agrees to accept, in lieu of the amount which she would be entitled to receive from the estate of the said late William Bentham on the death of the institute, the sum of four hundred and twenty pounds sterling in full and complete payment of and for her share and interest in the said estate and of any interest or claim which her heirs, executors and assigns may hereafter have in said estate and upon payment of said sum of four hundred and twenty pounds the institute shall possess and enjoy all and every the rights and interests of the legatees and each and every one of them in the said estate.

The legatees each for herself agrees to accept, in lieu of any and all claims which she has or may have or which her heirs, executors or assigns may hereafter have against the institute in connection with the annual payments which under the said will the institute is to make to the legatees, the sum of three hundred and eighty pounds in full and complete discharge and acquittal of all claims in connection with the said annual payments.

The said payments of four hundred and twenty pounds and three hundred and eighty pounds, forming a total of eight hundred pounds, shall be made by the institute to each and

every one of the legatees, party to this agreement, within six months of the passing of an act by the Legislature of Quebec confirming this agreement and giving the necessary powers to the institute to carry out its provisions.

The institute undertakes at her own expense to apply for the passage of an act for this purpose at the next meeting of the said Legislature and should the Legislature not pass the said act, the institute shall be at liberty to annul and cancel this agreement.

The institute agrees upon the signing of this agreement by the legatees to advance to each of them the sum of fifty pounds, said amount to be considered a payment on account of the sum of eight hundred pounds payable to each of the legatees under this agreement if said agreement is carried out. Should this agreement, for any reason not be carried out, said advances of fifty pounds shall be considered as payments on account of the annual payments which the institute is to make to the legatees under the terms of said will and shall be deducted from said payments.

The parties hereto hereby agree to sign and execute all such documents as may be necessary to fully carry out the terms of this agreement the institute undertaking to pay the costs and charges in connection therewith.

This agreement shall be interpreted according to the laws of the Province of Quebec, Canada, and shall be carried out under said laws, but the amounts to be paid to the legatees shall be paid in full to them in London, England, without any deduction whatsoever.

This agreement shall be binding upon the heirs, executors and assigns of all the parties thereto.

Witnesses

MARION PHILLIPS, } ETHEL BENTHAM.

SARAH CHAPMAN

MARGARET G. McDONALD } MAY BENTHAM.
DORA COMBER.

Signed by the said MINNIE BELAS }
and CLARE FALLS, in presence of } MINNIE BELAS,
JAMES A. PRINGLE, solicitor, Ennis- } CLARE FALLS.
killen, JOSEPH REXTER, Law clerk, }
Enniskillen. }

Signed by the said NINA HOWE in presence of MICHAEL J, MURPHY, sol's Assistant. 12 Everton Avenue N. C. R. Dublin.	} NINA HOWE.
KATE GRAY, clerk, 116 Donore Terrace, South Circular Road Dublin.	

Witnesses to the signature of MABEL BENTHAM, C. N. ARMSTRONG, F. LOGIE ARMSTRONG.	} MABEL BENTHAM.

I hereby certify the foregoing schedule "A" to be a true copy of the original and that the original was signed and executed according to its tenor by me and to the best of my knowledge and belief by the other parties thereto.

And I have signed,

MABEL BENTHAM.

Sworn before me at Montreal, }
this 1st of February, 1911 }

W. H. PHILLIPS

N. P., and Commissioner.

SCHEDULE B

AGREEMENT entered into, at Montreal, Canada, this 4th day of August, 1910, by and between MABEL CHARLOTTE ARMSTRONG, widow of the late WILLIAM BENTHAM, of Montreal, hereinafter called "the institute" and WILLIAM BENTHAM MARTIN, of London, England, AUSTIN SMITH, of Middletown, Ohio, U. S. A., formerly of New-York, THOMAS FOSTER GAINES, of New-York, U. S. A., ELSIE ARMSTRONG, of Montreal, LOGIE ARMSTRONG, of Montreal, BERTIE H. O. ARMSTRONG, R. E., WILLIAM TILLOT BARLOW, of Bognor, England, LÉON DAOUST, of Montreal, the SAMARITAN HOSPITAL, of Montreal, ALICE CARLISLE, MARY CARLISLE and ISABEL CARLISLE, of Eastbourn, England, NELLIE, MARTIN, of Dublin, Ireland and EMILY MARTIN, widow and executrix of the late Charles Bentham Martin, for and on behalf of the children of the said Charles Bentham Martin, EDGAR N. ARMSTRONG, of Montreal and GEORGE KENT DEAKER, of Colombo, Ceylon, hereinafter called "the Legatees.

Whereas the said late William Bentham departed this life at Montreal, on the 16th day of December, 1908,

And whereas, the said William Bentham, on the 2nd day of February, 1907, executed a will which has been duly probated in Montreal, Canada, copy of which will is attached hereto;

And whereas, by the terms of the said will the institute is entitled to and has become possessed of the whole of the estate of the said late William Bentham;

And whereas the legatees, by the said will, are entitled to certain legacies;

And whereas the parties hereto have come to an understanding and agreement to anticipate the payments of said legacies;

It is hereby understood and agreed by the parties hereto as follows :

The institute undertakes to pay and the legatees each for himself or for herself or for themselves undertake to accept in full settlement and discharge of the amounts payable to them under the terms of the said will twenty per cent of the amount which by the said will they are to receive.

The said twenty per cent is to be paid to each and every one of the legatees within six months of the passing of an act by the Legislature of Quebec, confirming this agreement and giving the necessary powers to the institute to carry out its provisions and, upon payment of said sum, the institute shall possess and enjoy all and every the rights of the legatees and each and every one of them in the said estates.

The institute undertakes at her own expense to apply for the passage of an act for this purpose at the next meeting of the Legislature and should the Legislature not pass the said act the institute shall be at liberty to annul and cancel this agreement.

The parties hereto hereby agree to sign and execute all such documents as may be necessary to fully carry out the terms of this agreement, the institute undertaking to pay the costs and charges in connection therewith.

This agreement shall be interpreted according to the laws of the Province of Quebec, Canada, and shall be carried out under said laws.

This agreement shall be binding upon the heirs, executors and assigns of all the parties hereto.

Witnesses to signature of C. N. ARM-
STRONG, CHARLES J. ARMSTRONG,
F. PERCY ARMSTRONG.

} For ELSIE ARM-
STRONG, C. N.
ARMSTRONG, her
father, F. A.
ARMSTRONG, her
mother, ELSIE
ARMSTRONG.

Witnesses to signature of B. H. O. } B. H. O. ARM-
 ARMSTRONG, F. PERCY ARMSTRONG, } STRONG, Capt. R.E.
 FRANCIS W. JACKSON. }

Witnesses to signature of F. A. ARM- }
 STRONG and ELSIE ARMSTRONG, }
 OTTO KAHL, AUGUST KOPP. }

Witnesses to signature of WILLIAM }
 BENTHAM MARTIN, ALBERT E. } W. B. MARTIN.
 LOCKE, 64, Outer Temple, Strand, }
 W. C., SYDNEY C. C. CASTLE, 37 }
 Outer Temple, 222 Strand. }

Witnesses to the signature of EMILY } EMILY MARTIN, exe-
 MARTIN, JAS. R. BEGGS, 2 High } cutrix of the late
 street, Belfast, A. H. MURRAY, 2 } CHARLES BENTHAM
 High street, Belfast. } MARTIN.

Witnesses to the signature of NELLIE }
 MARTIN, JAS. R. BEGGS, 2 High } NELLIE MARTIN.
 street, Belfast, A. H. MURRAY, 2 }
 High street, Belfast. }

Witnesses to the signatures of ALICE }
 CARLISLE, MARY CARLISLE and } ALICE CARLISLE.
 ISABEL CARLISLE, P. Eric Ward 21 } MARY CARLISLE.
 Burlington Place, Eastbourne, } ISABEL CARLISLE.
 THOS. B. ROWE, Alderman, East- }
 bourne }

Witnesses to the signature of WIL- }
 LIAM TILLOT BARLOW, W. W. } W. TILLOT BARLOW.
 CHALKER, Barclay & Company }
 Limd., Bognor, Bank Manager, E. }
 M. TRENETT, Barclay & Company }
 Limd, Bognor, Bank Clerk. }

Witnesses to the signatures of LÉON }
 DAOUST and F. LOGIE ARMSTRONG, } LÉON DAOUST, F.
 C. N. ARMSTRONG, EDGAR N. ARM- } LOGIE ARMSTRONG.
 STRONG. }

Witnesses to the signature of EDGAR } EDGAR N. ARM-
 N. ARMSTRONG, F. LOGIE ARM- } STRONG.
 STRONG, LÉON DAOUST. }

Witnesses to the signature of the SAMARITAN HOSPITAL, M. C. LESLIE, Superintendent, EDGAR, N. ARMSTRONG.	} GEORGINA M. PENNELL, President, Samaritan Hospital, HARRIET D & B. PAYNE, Hon-Treas
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Witnesses : HENRY C. BRYAN, ROGER H. BACON.	} AUSTIN SMITH, T. FOSTER GAINES.
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Witnesses to the signature of GEORGE KENT DEAKER, (1) WILLIAM ANDERSON WILSON, (2) EMILY PETERSON.	} GEO. KENT DEAKER.
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Witnesses to the signature of MABEL BENTHAM, C. N. ARMSTRONG, F. LOGIE ARMSTRONG.	} MABEL BENTHAM.
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I hereby certify the foregoing schedule "B" to be a true copy of the original and that the original was signed and executed according to its tenor by me and to the best of my knowledge and belief by the other parties thereto.

And I have signed,

MABEL BENTHAM

Sworn before me at Montreal, }
this 1st February, 1911 }

W. H. PHILLIPS,
N. P., and Commissioner.

SCHEDULE C

AGREEMENT entered into, at Montreal, this 1st day of February 1911, by and between MABEL CHARLOTTE ARMSTRONG, widow of the late WILLIAM BENTHAM, of Montreal, hereinafter called "the institute" and the CHILDREN'S MEMORIAL HOSPITAL, of Montreal, hereinafter called "the Hospital".

Whereas, the said late William Bentham, departed this life at Montreal, on the 16th day of December, 1908;

And whereas, the said late William Bentham, on the 2nd day of February, 1907, executed a will, which has been duly probated in Montreal, Canada;

And whereas, by the terms of the said will the institute

is entitled to and has become possessed of the whole of the estate of the said late William Bentham;

And whereas, by the terms of the said will the said Children's Hospital in Montreal, is named as one of the residuary legatees;

And whereas, the parties hereto have come to an understanding and agreement to anticipate the payments of said legacies;

It is hereby understood and agreed by the parties hereto as follows :

The institute undertakes to pay and the hospital undertakes to accept the sum of one thousand dollars and other considerations in full settlement and discharge of the amount that may be payable to it under the terms of the will of the late William Bentham upon the decease of the said institute.

The said one thousand dollars and other considerations are to be paid to the hospital within six months after the passing of an act by the Legislature of Quebec confirming this agreement and giving the necessary powers to the institute to carry out its provisions and, upon payment of said sum and such other considerations, the institute shall possess and enjoy all and every rights of the legatees and each and every one of them in the said estate.

The institute undertakes at her expense to apply for the passage of an act for this purpose at the present meeting of the said Legislature and should the Legislature not pass the said act, the parties hereto or either of them shall be at liberty to annul and cancel this agreement.

The parties hereto agree to sign and execute all such documents as may be necessary to fully carry out the terms of this agreement, the institute undertaking to pay the costs and charges in connection therewith.

This agreement shall be interpreted according to the laws of the Province of Quebec, Canada, and shall be carried out under said laws.

This agreement shall be binding upon the heirs, executors and assigns of all the parties hereto.

Witnesses to the signature of MABEL	}	MABEL BENTHAM.
BENTHAM, ALEX. MURRAY, N.		
DOIG.		

Witnesses to the signature to CHILD-	}	CHILDREN'S MEMO-	
REN'S MEMORIAL HOSPITAL, J.			RIAL HOSPITAL per
ALICE TAIT, BERTHA BARON.			M. M. TAIT, Presi-
		dent, A. MACKEN-	
		ZIE FORBES, Sec.	

I hereby certify the foregoing schedule "C" to be a true copy of the original and that the original was signed and executed according to its tenor by me and to the best of my knowledge and belief by the other parties thereto.

And I have signed.

MABEL BENTHAM.

Sworn before me at Montreal, }
this 1st February, 1911. }

W. H. PHILLIPS,
N. P., and Commissioner.

C H A P . 1 2 1

An act to ratify a deed of agreement and covenant between the late Ovide Bossé, *et uxor* and Thomas Bossé, and a deed of covenant between Reverend Edmond Bossé and Thomas Bossé.

[Assented to 24th March, 1911]

WHEREAS Thomas Bossé, registrar of the registration Preamble.
division of the county of Chicoutimi, of the town of Chicoutimi, has, by his petition, represented:

That in and by a deed before Thomas Z. Cloutier, notary, of Chicoutimi, dated the 23rd January, 1896, registered at Chicoutimi on the 25th February, 1896, under the No. 10,065, being the petitioner's marriage contract with Miss Marie Amanda Rosabelle Boily; Mr. Ovide Bossé, sheriff and Dame Henriette Nathalie Fraser, his wife, duly authorized, father and step-mother of the said Thomas Bossé gave by gift *inter vivos* and irrevocable, to the petitioner who accepted the same:

1. All the moveable and immoveable property generally whatsoever which the donors and each of them might own at their death with the exception of some moveables whereof the said Dame Henriette Nathalie Fraser had disposed by a will previously made ; and

2. All moveable and immoveable property, subject to usufruct by them, which the said donors then possessed, without exception or reservation, beyond the particular legacies by the said Dame Fraser in her aforesaid will.

That such gift was made to the petitioner subject to the following among other conditions :