

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.

CHAP. 121

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:

"In the event of the donee dying without leaving any living child or leaving a child who dies within twelve months from the date of the donee's decease, all the property given shall revert and belong in full ownership to the donors or the survivor of them ; but if the donors are then deceased, the property given shall revert and belong to Reverend Edmond Bossé, priest, one of the sons of the said Ovide Bossé, who shall dispose of the same in the manner stated in the aforesaid will of the said Dame Henriette Nathalie Fraser and, to that end, the donors substitute the said Reverend Edmond Bossé for his brother Thomas Bossé, the donee in the deed."

That the donors' intention in the aforesaid deed was to give purely and definitively to the said Thomas Bossé, the petitioner, all the property therein set forth, both moveable and immoveable, the latter to have the right to dispose of the same as he might think proper except during the lifetime of the said donors and that, moreover, the said Ovide Bossé and his wife, the donors above mentioned, clearly manifested their intention and, by authentic deeds, admitted, the said Thomas Bossé's right to dispose absolutely and finally of the property given him in and by the said deed of gift, especially in a deed of sale by the petitioner in favour of Armand Desgagné, carter, of Chicoutimi, before Mr. Cloutier, N.P., dated the 18th November 1896, of a lot of land forming part of the immoveables given by the aforesaid deed;

That by a deed of agreement and covenant between the said Ovide Bossé and his wife, and the petitioner, before Mr. Maltais, notary, dated at Chicoutimi the 24th December, 1907, and duly registered, the said Ovide Bossé and Dame Fraser wishing to remove all doubts as to the petitioner's right to sell, alienate and dispose, in full ownership, of the immoveables given him by his marriage contract, revoked and cancelled to all intents and purposes the reservations, prescriptions, substitutions and provisions whatsoever that might subsist under the above recited clause of the said marriage contract, and expressly gave the said Thomas Bossé the right to dispose in full ownership of the property given him by his marriage contract ;

That doubts have arisen as to the right of the said Ovide Bossé and his wife, to consent to and sign the said deed of agreement and covenant altering the provisions of the said contract of marriage in favour of the said petitioner ;

That the petitioner believing himself the owner of the properties given him, disposed of several of them by authentic deeds of sale in the lifetime and with the consent of the aforesaid donors;

That the said Dame Henriette Nathalie Fraser, wife of Ovide Bossé, died on the 5th May 1909, leaving as universal

legatee of all her property, her husband, the said Ovide Bossé, by her will made at Chicoutimi on the 2nd May 1893, before T. Z. Cloutier, N. P.;

That the said Ovide Bossé, the other donor, died at Chicoutimi on the 6th July 1909, and since then the petitioner has entered into definitive possession of all the property given him;

That the Reverend Edmond Bossé mentioned in the said deed of gift as institute in the event of the petitioner dying without leaving a living child or leaving a living child who would not survive him more than twelve months, did, by an authentic deed signed in Montreal on the 28th October 1910, transfer to the petitioner all the eventual, conditional and other rights that might result to him, the said Reverend Edmond Bossé and which he might claim under the said gift, contained in the petitioner's marriage contract of the 23rd January 1896, ratified the sales made by the petitioner and expressly gave his consent to the passing of an act by the Quebec Legislature to validate and confirm the deed of agreement and covenant between the said Ovide Bossé and his wife and the petitioner before Mr. Maltais, notary, dated the 24th December 1907;

Whereas the present act is passed merely as a precaution and for the purpose of removing any doubt as to the legality of the contracts to be ratified 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 agreement and covenant between Ovide Bossé, Certain deed in his lifetime sheriff of the district of Chicoutimi and Dame Henriette Nathalie Fraser, his wife, by him duly authorized and Joseph Thomas Daniel Bossé *alias* Thomas Bossé, registrar of the registration division of the county of Chicoutimi, domiciled at Chicoutimi, passed by D. Maltais, N. P., on the 24th December 1907, is hereby ratified, and declared valid and legal to all intents and purposes and the said Thomas Bossé is declared to be absolute owner of all the moveable and immoveable property given him in and by the gift to him made, on the 23rd January, 1896, by his father and step-mother in his contract of marriage with Miss Marie Amanda Rosabelle Boily, before Thomas Z. Cloutier, notary public, and the said Thomas Bossé is declared to have and to have always had the right since the said gift, to give valid and indisputable titles to the purchasers of the properties then given him in and by the said deed of gift. ratified.

2. The deed of agreement between the Reverend Edmond Bossé, priest, and Thomas Bossé dated at Montreal the 28th Certain deed ratified.

October 1910, before Jean B. Latour, N. P. is hereby ratified and declared valid to all intents and purposes.

Coming into
force.

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

CHAP. 122

An Act respecting the estate of the late Benjamin Décarie.

[Assented to 14th March, 1911]

Preamble.

WHEREAS François-Xavier Décarie, farmer, of the village of Côte St. Luc, district of Montreal, and Dame Domithilde Hurtubise, widow of the late Benjamin Décarie, junior, domiciled at the place aforesaid, acting in her capacity of duly appointed tutrix to Joseph Marc Décarie, her son, also of the village of Côte St. Luc, have, by their petition represented :

That, by the will of the late Benjamin Décarie, senior, in his lifetime farmer of Cote St. Luc, in the parish of Notre-Dame de Grâces, district of Montreal, made before Mr. Joseph Alphonse Brunet, notary, on the 8th January, 1893, he gave to the said François-Xavier Décarie and Joseph Marc Décarie: 1. A lot of land situate at said Côte St. Luc, containing two arpents and one perch in front by about thirty arpents in depth, being the southwest part of lot No. 69 of the official plan and book of reference of the municipality of the parish of Montreal, bounded in front by the Côte St. Luc road, in rear and on the southwest side by Gervais Décarie, and on the northeast side by the remainder of the said lot No. 69, with the buildings thereon erected ;

2. A lot of land situate in the said Côte St. Luc, containing two arpents and one perch in front by about six arpents in depth, being the northeast part of lot No. 70, of the official plan and book of reference of the said municipality of the parish of Montreal, bounded in front by the Côte St. Luc road ; in rear by Moïse Gougeon and widow François Xavier Gougeon ; on the northeast by the remainder of the said lot No. 70 ;—the said lots being divided between the two as follows : the northeast half of the immoveable hereinabove firstly described to the said François-Xavier Décarie and the southwest half of the same immoveable to the said Joseph Marc Décarie ; the southwest half of the immoveable hereinabove secondly described to the said François-Xavier Décarie and the northeast half of the same immoveable to the said Joseph Marc Décarie ;