

ratify, confirm and declare valid to all intents and purposes the said deed of exchange passed before Mr. L. Bélanger, notary, on the twenty-seventh of August, 1908, under the number nineteen thousand and twenty-five of the minutes of the said notary ;

Whereas it is expedient to grant the prayer 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 exchange dated the 28th August, 1908, Certain deed of exchange ratified, &c. passed before Léandre Bélanger, notary, at Montreal, of the property known under number No. 648 of the official plan and book of reference of St. Mary's ward, in the city of Montreal, is hereby ratified, confirmed and declared valid to all intents and purposes.

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

CHAP. 153

An Act respecting two deeds of fiduciary gift consented by Madame Marie Eugénie Dionne, widow of the late Arthur Dussault in favor of her children

[Assented to 7th May, 1909]

WHEREAS Philippe Georges Antoine Dussault, Joseph Arthur Romeo Dussault, Alma Dussault and Corinne Dussault, represented by Honoré Dionne, their tutor *ad hoc* and Amédée Plourde, subrogate-tutor, and Dame Marie Eugénie Dionne, widow of the late Arthur Dussault and mother of the minors above mentioned, all of the parish of Notre-Dame de Bonsecours de l'Islet, in the county of L'Islet, have, by their petition, represented :

That the said minors are beneficiaries, as regards ownership and the said Dame Marie Eugénie Dionne is the donor (*instituant*) and usufructuary, of an amount of seven thousand dollars under a deed of fiduciary gift by the said Dame Marie Eugénie Dionne, passed on the thirtieth November, 1889, before C. Leclerc, N. P., in the parish of L'Islet, under the number 2953 of the repertory of the minutes of the said notary ;

That Philippe Georges Antoine Dussault and Joseph Arthur Roméo Dussault are also beneficiaries as regards ownership and Dame Marie Eugénie Dionne is the donor (*instituant*) and

usufructuary of an immoveable forming part of lot number one hundred and ninety-nine (199) of the official cadastre of the said parish of L'Islet under a deed of fiduciary gift before C. Leclerc, notary, dated the fourteenth of December, 1899, and bearing the number 2970 of the repertory of the said notary and registered under the number 31,751 ;

That by the deeds above mentioned the said Dame Marie Eugénie Dionne had reserved to herself the enjoyment and usufruct during her lifetime of all the property given in trust ;

That the benefits derived by the donor from the said enjoyment are insufficient both for the needs of the family's livelihood for the keeping in repair of the said immoveable and for the education of the said Philippe Georges Antoine Dussault, and Joseph Arthur Romeo Dussault ;

That the family council, duly convened, after maturely deliberating on the situation in which the said minor children are placed by the said deeds, counselled the setting aside or the modification of the said deeds ;

Whereas the greater part of the additional revenues required, will be chiefly for the benefit of the said Philippe Georges Antoine Dussault, and Joseph Arthur Roméo Dussault ;

Whereas, moreover, the said Philippe Georges Antoine Dussault and Joseph Arthur Roméo Dussault, are more favourably treated by the said two deeds than their sisters are ;

Whereas in virtue of other notarial deeds passed between the said Dame Eugénie Dionne and Napoléon Dussault, Esquire, merchant of l'Islet, paternal uncle of the said minor children, in his quality of trustee, it was arranged and settled that the said Dame Eugénie Dionne should herself draw from *La Banque Nationale* the interest on the seven debentures of the city of Quebec, deposited therein and which are the subject matter of the said trust under the deed of the 30th of November, 1899, and that she should further administer the said immoveable No. 199 of the cadastre and draw the revenues thereof ;

Whereas the said petitioners have prayed by their petition for the passing of an act for the purposes hereinafter mentioned and it is expedient to grant the prayer 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 :

Trustee to
sell a certain
debenture,
and deposit
proceeds an-
nually in a
certain bank,
&c.

1. The said trustee Napoléon Dussault may and shall withdraw from the said *La Banque Nationale*, one of the said debentures, and shall sell the same for the best price which, in his judgment, he can obtain for it, and out of the proceeds of the sale of the said debenture, he shall deposit in the said *Banque Nationale* every year, beginning on the first day of June next, to the credit of the said Dame Eugénie Dionne,

during widowhood, the sum of \$150.00 and he shall make a like deposit of the same sum of \$150.00 every year, at the same date, for the five years next following; and on the first day of June, 1905, he shall deposit in the same way what may then remain in his possession of the proceeds of the capital arising from the sale of the said debenture. To this annual deposit the said trustee shall each year add interest at 5 per cent on the part of the proceeds of the said debenture which was in his possession the year previous.

The receipt of the said *Banque Nationale* for each of the said annual deposits, shall be a sufficient voucher and evidence of the performance by the said trustee of all his obligations in virtue of this section, and the said trustee shall not be responsible for the manner in which the said sums or any part thereof, are used or expended.

Should the said Dame Eugénie Dionne remarry, the said deposit, instead of being made in her name shall be made in the name of the tutor *ad hoc* of the said minors.

2. The said trustee shall advance of his own money, to the said Philippe Georges Antoine Dussault, and Joseph Arthur Roméo Dussault, the following sums, namely : on the first day of June, 1909, \$500.00, less the fees due to his attorney in connection with this act, which shall be deemed to make up the said \$500.00, and on the first day of June of each of the years 1910, 1911, 1912, 1913 and 1914, two hundred dollars, or fifteen hundred dollars in all, at the rate of 4½ per cent interest, to be reimbursed as far as the capital is concerned, on the first day of June, 1917, and each year as above as to the interest.

Out of the two hundred dollars so advanced each year, the trustee shall be entitled to deduct and keep, as forming part of the said two hundred dollars: 1. the interest accrued on the amount advanced by him up to that time; 2. an amount sufficient to pay, if there is no insurance in force satisfactory to him, the premium necessary to keep the buildings on the said immoveable insured against fire to the amount of fifteen hundred dollars, such policy to be transferred to him as security, or to be applied by him to such purpose if necessary.

The said annual advances shall be deposited each year to the credit of the tutor *ad hoc* of the said Philippe Georges Antoine Dussault, and Joseph Arthur Roméo Dussault, in *La Banque Nationale*, and the annual receipt of the said bank for each amount shall be in all respects a sufficient voucher and evidence of the performance of all the obligations of the trustee under this section, and the said trustee shall not be responsible for the manner in which such sums or any part thereof are used or expended.

Certain persons jointly and severally liable therefor.

The said Dame Eugénie Dionne and the said Philippe Georges Antoine Dussault, and Joseph Arthur Roméo Dussault, shall be jointly and severally liable for the said sum of fifteen hundred dollars when the same becomes due.

Hypothec to secure advance.

To secure the said advance of fifteen hundred dollars, wholly or in part, in capital and interest, it is hereby declared that the said immoveable No. 199 of the official cadastre of the said parish of l'Islet, is affected and hypothecated in favor of the said Napoléon Dussault personally, and the said hypothec is declared to exist from and after the present time without any notarial deed, provided this act be registered.

Hypothec what to affect.

The usufruct and the bare ownership of the said immoveable are both affected by the said hypothec.

Immoveable not to be sold, &c., before advance repaid.

The said immoveable cannot be assigned, divided, sold nor alienated, either upon an action in partition or otherwise, before the repayment of the said fifteen hundred dollars and interest. This prohibition applies both to the usufruct and the bare ownership, but the said property may be sold or divided before the said repayment if the said Napoléon Dussault consents thereto, and it may also be sold at his suit, if occasion arises, when the said sum becomes due, if it is not otherwise paid.

Proviso.

To whom remaining debentures belong, &c.

3. The principal of the six remaining debentures shall belong in equal shares to each of the four minor children of the said Dame Eugénie Dionne, but shall not be divided before the first day of June, 1917.

Certain persons not to have recourse, *inter se*.

4. It is declared that as between the said Philippe Georges Antoine Dussault, and Joseph Arthur Roméo Dussault, there shall be no right to any reimbursement or to any claim of the one against the other, by reason of one of them having obtained a greater advantage from this act than the other, and the same rule shall prevail as to the four minor children with reference to the said debenture of one thousand dollars to be sold as above provided.

Certain persons deemed minors till a certain time, &c.

5. Each of the said four children shall, for the purposes of this act only, be considered as being a minor until the first day of June, 1917, and they shall then, for the purposes of this act, be considered to have all become of age at the same time, whatever their respective ages may then be.

Certain deeds continued in force, &c.

6. All the clauses of the notarial deeds existing between the parties mentioned in this act and not inconsistent with this act, shall have full force and effect.

Coming into force.

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