

upon executors and trustees duly appointed under and in conformity to the law of the Province of Quebec.

**2.** In addition to the powers already conferred by the present act, the said executor and trustee may in its discretion preserve and maintain the investments made by the said Robert Peddie, or vary and transpose them if deemed advisable; and the funds of the estate or of any of the different trusts created by the will of the late Robert Peddie may be invested jointly with other funds in first mortgages or other securities held by or the property of The Royal Trust Company, provided such mortgages or securities are among those authorized for the time being by the law of the Province.

Additional powers of executor and trustee.

**3.** The powers of The Royal Trust Company as such trustee and executor shall last, and The Royal Trust Company shall be vested with the said powers so long as and until all the intentions of the said Robert Peddie, as expressed in his said will and codicils, have been fully and completely carried out.

Duration of powers.

**4.** For its services as such trustee and executor The Royal Trust Company shall receive the usual compensation payable in like cases.

May receive compensation.

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

Coming into force.

## CHAP. 148

An Act to validate the sale and adjudication from Ovide Antoine Richer and others to Thomas Hannah, dated 3rd July, 1885

[Assented to 14th March, 1907]

**W**HEREAS Thomas Hannah, of the parish of St. Laurent, county of Jacques Cartier, in the district of Montreal, farmer, has, by his petition, represented :

Preamble.

That Dame Marie Anne Ste. Marie, of the city of Montreal, widow of the late Antoine Voyer, in his lifetime of the same place, gentleman, made at said city of Montreal, her last will and testament on 30th November, 1859, before J. Belle, N.P., and his colleague, A. A. Seers, N. P., and that the said last will and testament became effective by the death of the said estatatrix at the said city of Montreal on 17th April, 1867 :

That Ovide Antoine Richer, Herminie Richer, Celine Richer and Marie Louise Virginie Richer, all grandchildren of said testatrix, were, under the provisions of the said last will and testament sole and absolute owners, each of one undivided fourth, of all the property left by the said testatrix, including a farm situated in the said parish of St. Laurent, with a stone house, barn, and other buildings thereon erected, said farm now known and described as lot number 287 upon the official plan and book of reference for the said parish of St. Laurent ;

That the said Marie Louise Virginie Richer was married to William Renaud, of the said city of Montreal, grocer, and died leaving four minor children, namely : Emile Renaud, Charles Henri Renaud, Marie Louise Renaud and Blanche Renaud ;

That the said Dame Marie Louise Virginie Richer prior to her death, to wit : on the 26th June, 1873, made her last will and testament before Mtre Am. Archambeault, N. P., and two witnesses, whereby she bequeathed all her property in usufruct to her husband, the said William Renaud, for the rest of his lifetime, and the naked ownership thereof to her children, born or to be born of her marriage with the said William Renaud, and, should there be no such children, then to her heirs according to their legal order of succession ;

That the said Thomas Hannah, by an authentic deed of sale and adjudication, passed at the said city of Montreal on 3rd July, 1885, before Mtre J. Lonergan, N. P., purchased the said farm from the said Ovide Antoine Richer, Herminie Richer, Celine Richer and the said four minor children, the latter acting through their tutor, the said William Renaud ;

That certain doubts have arisen as to the right of the said four minor children to have joined in the sale of the property in question owing to the uncertainty of their surviving their father, the said William Renaud ;

That the said vendors mentioned in the said authentic deed of sale and adjudication before Mtre J. Lonergan, N. P., were and still appear to be the only parties interested in the succession of the late Marie Louise Virginie Richer, deceased wife, as aforesaid, of the said William Renaud ;

Whereas the said William Renaud in so far as he is personally concerned and the said four children, now all of age of majority, desire that such an act be passed ; and the parties interested do not oppose the passing thereof ;

Whereas the petitioner has prayed that an act be passed to remove the above mentioned doubts and it is expedient to grant such prayer ;

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

**1.** The authentic deed of sale and adjudication passed before M<sup>re</sup> J. Loneragan, N. P., at the city of Montreal, on July 3<sup>rd</sup>, 1885, and reproduced as schedule "A" of this act, by which Thomas Hannah, of the parish of St. Laurent, county of Jacques Cartier, district of Montreal, farmer, purchased the above described immoveable property with a stone house, barn and other buildings thereon erected, to wit : the said farm known and described as lot number 287 upon the official plan and book of reference for the said parish of St. Laurent, was from the time it was passed and is, a definite and final alienation of the said farm and all appurtenances thereto belonging, to the said Thomas Hannah and is absolutely valid and perfect to all intents and purposes whatsoever.

Deed of sale  
of July 3<sup>rd</sup>,  
1885, from  
O. A. Richer  
& al., to  
Thomas Han-  
nah ratified.

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

Coming into  
force.

## SCHEDULE

On this third day of the month of July, in the year of Our Lord, one thousand eight hundred and eighty-five

Before M<sup>re</sup>. JAMES LONERGAN, the undersigned notary public, duly commissioned and sworn in and for the Province of Quebec, residing at the city of Montreal, in the district of Montreal, in the said Province,

### APPEARED :

1. OVIDE ANTOINE RICHER, of the said city of Montreal, Esquire, advocate ;
2. DAME HERMINIE RICHER, wife separate as to property by anti-nuptial marriage contract, of Trefflé L'Africain, gentleman, with whom she resides at Laprairie, in the said district of Montreal, and by her said husband hereto present duly authorized to the effects hereof ;
3. DAME CELINE RICHER, wife separate as to property, by anti-nuptial marriage contract of Patrick Adolphe Murphy, merchant, with whom she resides at Ste. Scholas-tique, in the county of Two Mountains, and by her said husband hereto present, duly authorized to the effects hereof ;

4. WILLIAM RENAUD, of the said city of Montreal, grocer, in his quality of tutor duly named and appointed *en justice*, to Guillaume Emile Renaud, Charles Henri Renaud, Marie-Louise Renaud and Blanche Renaud, his four minor children issue of his marriage with Dame Marie-Louise Virginie Richer, his first wife deceased, duly authorized to sell the share of his said minor children in the immoveable property hereinafter described, by virtue of an authorization to sell the said share, granted by the prothonotary of the Superior Court for Lower Canada, in the district of Montreal, upon the advice of the relations of said minors received before said prothonotary, said authorization bearing date the twenty-second of May last past, eighteen hundred and eighty-five, an authentic copy whereof remains hereunto annexed.

Which said appearers, and the said William Renaud as said tutor and in pursuance with the aforesaid authorization, do hereby sell and convey over with promise of legal warranty unto Thomas Hannah, of the parish of St. Laurent, in the county of Jacques Cartier, farmer, hereto present and accepting, the hereinafter described immoveable property, to wit : " A farm situate and being at La Côte St. Laurent, in the said parish of St. Laurent, in the said county of Jacques-Cartier, measuring three arpents in width by about twenty-six arpents in depth, the whole, more or less, with a stone house, barn and other buildings thereon erected ; which farm is now known and designated as lot number two hundred and eighty-seven (No. 287) upon the official plan and in the book of reference of the said parish of St. Laurent ; with all and every the members and appurtenances belonging to the hereby sold property, and as the whole now consists, without any exception or reserve, the purchaser hereby declaring to know and accept the said property in the state and condition in which it now is and to be therewith satisfied.

Three-fourths of the hereby sold immoveable property belonging to the above named Ovide Antoine Richer, Herminie Richer and Céline Richer, each for one undivided equal share in their quality of three of the substitutes entitled to take and receive their said respective shares in the said property under and by virtue of the substitution created by the last will and testament of the late Dame Marie Anne Ste. Marie, their grandmother, deceased, in her life-time of Montreal aforesaid and widow of the late Antoine Voyer, said last will received before J. Belle and his colleague, notaries public, at Montreal, the thirtieth day of November, one thousand eight hundred and fifty-nine, and an authentic copy whereof was duly registered in the office of the heretofore registration division of Montreal, the seventh of August, eighteen hundred and sixty-

seven, under No. 47,624 G. H. R. And the other fourth part of the above described immoveable property which had belonged to the said Dame Marie-Louise Virginie Richer, as the fourth substitute entitled to her said share or fourth part thereof under the aforesaid last will and testament, devolved to her four minor children above-named in their quality of universal legatees and devisees of her, said Marie-Louise Virginie Richer, who constituted them as such under and by virtue of her last will and testament received before Mtre. Am. Archambault, notary public, and two witnesses at Montreal, aforesaid, on the twenty-sixth of June, one thousand eight hundred and seventy-three, and duly registered in the office of the registration division of the counties of Hochelaga and Jacques-Cartier, the third of December, eighteen hundred and seventy-eight, under No. 2831.

The said purchaser shall have, hold, use and enjoy the hereby sold farm, members and appurtenances as his own absolute property, and he shall enter upon and take possession thereof forthwith.

The present sale has been made subject to the conditions of sale hereunto annexed, identified by the signatures of the parties hereto and the undersigned notary, that is to say :

1. To pay the taxes and assessments of every kind or nature whatsoever which shall be levied on said sold property and to which the same shall become subject computing from the first of July instant.

2. To suffer all passive servitudes, apparent or non apparent, continuous or discontinuous which may exist or be established on the said sold property ;

3. To pay over and above the price of sale hereinafter specified, the disbursements, fees and commission of the undersigned notary, as well as those of Thomas J. Potter, the auctioneer, in accordance with the said conditions of sale ;

4. To pay the cost of the present deed of sale and of an enregistered copy for said William Renaud.

The present sale has moreover been made, for the price of seven thousand two hundred and fifty dollars currency of Canada, being the price for which the above described immoveable property was adjudged to the said Thomas Hannah as being the highest and last bidder therefor, at the sale thereof made judicially in the presence of said Ovide Antoine Richer, the sub-tutor to said minor children and made by public auction, by Médard E. Mercier, of Montreal, a bailiff of the Superior Court, acting in and for the district of Montreal, before Mtre James Lonergan, the undersigned notary public who was specially appointed, *commis*, to conduct the proceedings of the said sale ; and after due notice of such sale, mentioning the place, the day and hour of the sale (that is

to say, at No. 195, St. James street in Montreal, of Thomas J. Potter, the said auctioneer, on Tuesday, the sixteenth of June last past, at eleven o'clock of the forenoon) and containing a description of the said immoveable, had been published on three consecutive Sundays, to wit : on the twenty-fourth and thirty-first of May last past, and on Sunday the seventh of June, now last past, by said Médard E. Mercier, the aforesaid bailiff, at the door of the parish church aforesaid (being the place where the said immoveable is situated) at the issue of divine service in the forenoon, and posted up at the door of the said parish church immediately after the first publication thereof, as appears by the certificate or return of said bailiff, hereunto annexed, identified by the signatures of the parties hereto and the undersigned notary ; and of the whole of which a *procès verbal*, in due form, has been made and has been signed by the said sub-tutor, the said bailiff and the undersigned notary, which *procès-verbal* remains hereunto annexed, after having been identified by the signatures of the parties hereto and the undersigned notary ; in deduction and part payment of which consideration price, the said Ovide Antoine Richer, the said Dame Herminie Richer and Dame Céline Richer hereby acknowledge to have received at the execution hereof of and from the said Thomas Hannah, each the sum of eighteen hundred and twelve dollars and fifty cents being their respective shares in the said consideration price, and representing three-fourths thereof and forming a total sum hereby paid of five thousand four hundred and thirty-seven dollars and fifty cents, whereof and wherefrom the said Ovide Antoine, Herminie and Céline Richer hereby grant a full and entire acquittance and release to the said Thomas Hannah.

And as to the balance, namely, eighteen hundred and twelve dollars and fifty cents, remaining unpaid on said consideration price, and being the share devolving to the aforesaid minor children, the same shall remain in the hands of the purchaser, until the said minors shall have attained the age of majority, shall marry or until otherwise ordered by competent authority or until the extinction of the usufruct (hereinafter referred to) of the said William Renaud, at legal interest payable annually to the said William Renaud as universal usufructuary legatees of the property of the succession of the said Marie Louise Virginie Richer, his said first wife, by virtue of her above cited last will and testament, and after the extinction of the said usufruct the said interest shall be payable to whomsoever it shall legally appertain, and it shall commence to run and be computed from the date hereof.

And in order to secure the payment of the said balance of price of sale in principal and interest, the hereby sold immo-

veable property shall be and remain hypothecated by the vendor's privilege specially reserved.

And in consideration that the interest to accrue on said balance of price of sale has been made payable to him, said William Renaud, in the manner above stipulated and set forth, until the extinction of his said usufruct, he, the said William Renaud, doth hereby, in his own name, renounce from this day and forever to all rights, claims and privileges and interests, which, he, as said universal, usufructuary legatee of his said first wife, has and may or might have, claim or be entitled to in the above described and sold immoveable property, the income or rent of the share of the said property whereof he has had the usufruct being now replaced or substituted by the interest which the capital of said share, namely eighteen hundred and twelve dollars and fifty cents, shall yield.

And for the execution hereof and every the premises, the said parties hereto have elected domicile at their ordinary places of abode above mentioned.

WHEREOF ACT:

Done and passed at the said city of Montreal, the day, month and year herein first written under the number two thousand six hundred and forty seven of the notarial deeds of record in the office of said J. Lonergan the subscribing notary.

And after these presents were first duly read, the said parties have signed the same with and in the presence of the undersigned notary.

(Signed)	O. A. RICHER,
"	HERMINIE RICHER,
"	T. L'AFRICAIN,
"	CÉLINE RICHER,
"	PATRICK A. MURPHY,
"	W. RENAUD,
"	THOMAS HANNAH,
"	J. LONERGAN, N. P.

A true copy of the original hereof remaining of record in my office.

J. LONERGAN, N. P.

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