

CHAP. 149

An Act to declare legal the sale of lot cadastral number 238 St. Louis Ward, Montreal, from Dame Marcelline Labranche *et al* to the Society of the Montreal General Hospital, and to ratify the deed of sale thereof.

[Assented to 28th February, 1907]

Preamble.

WHEREAS Dame Marcelline Labranche, widow of the late Louis Labonté, in his lifetime of the city of Montreal, and Dame Eugénie Labonté, wife of Godfroi Latreille, burgess, and by him duly authorized, and the said Godfroi Latreille for the purpose of authorizing his said wife; Demoiselle Emma Labonté, *fille majeure*, Dame Emmeline Labonté, wife of Osias Crevier, merchant tailor, and by him duly authorized, and the said Osias Crevier to authorize his said wife; and Dame Donalda Labonté, wife of Emilio Major, accountant, and by him duly authorized, and the said Emilio Major to authorize his said wife, all of the city of Montreal, and being the vendors described in the deed hereinafter mentioned; and the Society of the Montreal General Hospital, a duly constituted legal corporation with its chief place of affairs at Montreal aforesaid, and being the purchasers under said deed, have by petition represented:

That the said late Louis Labonté and the said Dame Marcelline Labranche were each married once only on or about the 6th September, 1853, with matrimonial community of property; and that during such community the said late Louis Labonté acquired the immoveable property fronting on the street presently known as Cadieux street in said city of Montreal, bearing the number two hundred and thirty-eight (238) on the official plan and in the book of reference of the St. Louis ward of said city;

That said late Louis Labonté died at Montreal aforesaid on or about the 16th May, 1881, leaving a last will and testament in force at his death, and passed before L. T. Fortier, notary, the 28th January, 1870, by which he bequeathed the usufruct of all his property during her lifetime to his wife the said Dame Marcelline Labranche, and the ownership thereof to his four children named above, issue of his said marriage, with prohibition to sell, exchange, alienate or otherwise dispose of said property, which it was declared was to serve for the maintenance of the said Dame Marcelline Labranche, and that the said several legatees accepted the benefits conferred by said will;

That by reason of the foregoing the said lot official number 238 St. Louis ward, Montreal, at the time of the death of

the said late Louis Labonté, became the property in full ownership for one-half thereof of the said Dame Marcelline Labranche, and in usufruct during her lifetime as to the other half;

That the said parties hereinabove described as vendors desire to sell said lot cadastral number 238 for the price of twelve thousand dollars, which they consider a price highly advantageous to themselves, to the said Society of the Montreal General Hospital hereinabove described as purchasers, and who wish to acquire the same at said price; and by deed between said vendors and said purchasers executed at Montreal before F. G. Crepeau, notary, the 20th November, 1906, and registered in the office for the registration division of Montreal East—within the limits of which said lot is situated—on the following day under the number 67327, the said vendors sold said lot to said purchasers, accepting thereof, on the terms and conditions in said deed set forth, and amongst others that the said sale should be declared legal and said deed ratified by the Legislature of the Province of Quebec at its then next session;

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:

1. The sale by Dame Marcelline Labranche *et al*, the vendors named and described in the deed of sale, executed at Montreal before F. G. Crepeau, notary, bearing date the twentieth day of November, one thousand nine hundred and six, and registered on the following day in the registry office for the registration division of Montreal East under the number 67327, of the immoveable property fronting on Cadieux street in the city of Montreal and known upon the official plan and in the book of reference of the St. Louis ward in said city by the number two hundred and thirty-eight (238), to the Society of the Montreal General Hospital, and reproduced in the schedule to this act, is hereby declared to have been at the date of said deed and to be to all intents and purposes legal and valid: and the said deed and the registration thereof as aforesaid are hereby ratified and confirmed.

Sale by Dame
M. Labranche
to Montreal
General
Hospital
confirmed.

2. The purchasers under said deed shall not be held to see to the disposition of the purchase price except as in said deed set forth.

Buyers need
not see to ap-
plication of
money.

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

Coming into
force.

SCHEDULE

In the year one thousand nine hundred and six, the twentieth day of November ;

BEFORE

M^{RE} FRANÇOIS GEORGES CREPEAU, the undersigned notary public for the Province of Quebec, residing and practising in the city of Montreal and the undersigned witness.

CAME AND APPEARED :

DAME MARCELINE LABRANCHE, widow of the late Louis Labonté, in his lifetime of Montreal and Dame Eugénie Labonté, wife of Mr. Godfroi Latreille, burgess, hereunto present and authorizing her ; Miss Emma Labonté, spinster, Dame Emmeline Labonté, wife of Mr. Osias Crevier merchant tailor, hereunto present and authorizing her ; and Dame Donaldia Labonté, wife of Mr. Emilio Major, accountant, hereunto present to authorize his wife, all of the city of Montreal.

Parties of the first part.

AND

The association called "THE MONTREAL GENERAL HOSPITAL," a body duly incorporated, having its place of business in the said city of Montreal at the corner of Dorchester and St. Dominique streets, herein represented by Messrs. James Crathern, retired merchant, president, and Frederick Williams Evans, insurance manager, treasurer, both of the city of Montreal, duly authorized in virtue of a resolution of the managing committee of the said hospital, a certified copy whereof is annexed to these presents ;

Parties of the second part.

Which parties of the first part declare as follows :

That the said late Louis Labonté and the said Dame Marceline Labranche were married in Montreal in the said Province on or about the sixth September, one thousand eight hundred and fifty-three ; that inasmuch as no contract of marriage preceded their union, a legal community of property existed between them and that they were married but once ;

That, subsequently to the said marriage, the said late Louis Labonté acquired the immoveable fronting on Cadieux street formerly St. Constant street, in the said city of Montreal bear-

ing the number two hundred and thirty-eight (238) of the official plan and book of reference of St. Louis ward of the said city, with the houses and buildings thereon erected, which immoveable, according to the said deed of purchase, became a *conquet* of the said legal community of property ;

That the said Louis Labonté died at Montreal aforesaid on or about the sixteenth of May one thousand eight hundred and eighty-one, leaving a will, not revoked at the time of his death, received before Mtre L. T. Fortier, notary, on the twenty-eighth day of January, one thousand eight hundred and seventy, by which he bequeathed the usufruct of all his property, moveable and immoveable, to the said Marcelline Labranche, his wife, during her lifetime and the ownership thereof to his four children issue of their marriage who are named and mentioned in the said will and are the said Eugénie Labonté, Emma Labonté, Emmeline Labonté, and Donaldia Labonté, parties of the first part ; the said legacy in usufruct contained a prohibition to sell, exchange, alienate or otherwise dispose of the said property which was to serve for the support of the said Dame Marcelline Labranche ;

That the said parties of the first part duly accepted the said gift and legacy and are now in possession of all the rights on them severally conferred by the said will ;

That, in consequence thereof, the said lot number two hundred and thirty-eight of the said St. Louis ward belongs in full ownership, one-half to the said Dame Marcelline Labranche as being her share of the said community dissolved by the death of the said late Louis Labonté, and the other half to the said Dame Marcelline Labranche in usufruct, during her life time and subject to the prohibition to sell or otherwise dispose of the same, and, as regards ownership, to the four other parties of the first part ;

That the said party of the second part wishes to acquire the said lot of land and to build an extension of its hospital, and that the said parties of the first and second part have agreed upon the price of twelve thousand dollars for the sale and purchase of the said property ; consequently the parties to these presents covenant as follows, to wit :

The said parties of the first part sell and convey with legal warranty to the said parties of the second part, thereof accepting, the above mentioned immoveable fronting on Cadieux street, and known under the number two hundred and thirty-eight (238) of the official plan and book of reference of St. Louis ward in Montreal with the houses and buildings thereon erected and dependencies connected therewith, the whole for the price and sum of twelve thousand dollars (\$12,000.00) payable in the manner hereinafter set forth ;

The parties further covenant that application shall be made to the Legislature of the Province of Quebec at its next session by the parties to these presents, for the ratification of the present deed of sale and to authorize the parties of the first part to sell and convey, with legal warranty and free and clear of all debts and hypothecs, to the said party of the second part, the half of the immoveable above described which the said Dame Marcelline Labranche holds in usufruct :

That in the event of such act being passed and sanctioned, the said party of the second part shall pay the aforesaid sum of twelve thousand dollars (\$12,000.00) as follows, to wit : six thousand dollars to the said Dame Marcelline Labranche for the half of the property belonging to her ; as to the balance of six thousand dollars, the said purchaser shall keep the same in its hands until the extinction of the usufruct and it shall be secured by the privilege of first mortgage on the immoveable above described and shall bear interest at the rate of six per cent per annum, payable every six months, counting from the date of the sanction of the said act and from the date when the party of the second part shall become the owner of the said immoveable : such interest to run only after such two conditions shall have been fulfilled : such said balance of six thousand dollars shall be payable to the other parties of the first part on the extinction of the usufruct :

That the said party of the second part shall take possession of the said immoveable only on the first of May one thousand nine hundred and seven and that, until such date, the said vendors shall remain in possession and enjoyment of the said immoveable according to the rights conferred on them by the said will.

It is specially stipulated that if this deed of sale be not ratified by the said Legislature or if the bill to that effect be not passed and do not become law, these presents shall be null and void without any claim or damage between any of the parties to these presents ; the said parties of the second part shall, however, have the right to buy the half of the immoveable above described belonging to the said Dame Marcelline Labranche for the said price of six thousand dollars (\$6,000.00.)

The said parties of the second part shall pay the costs of these presents, the copies and registration thereof, as well as the cost of the application to the Legislature and all costs and disbursements in connection with the passing of the said act.

WHEREOF ACTE, done and passed at Montreal on the day and in the month and year aforesaid under the number nine thousand seven hundred and ninety of the minutes of the undersigned notary. And the parties have signed with us

these presents duly read ; with the exception of the Dame Marcelline Labranche who gave her consent to these presents on the twelfth October one thousand nine hundred and six but declared she could not sign on being thereunto required in the presence of M. J. N. Clovis Crépeau, collecting agent of the said city of Montreal, the undersigned subscribing witness. The signatures were affixed as follows : those of the witness, of Miss Emma Labonté and of Dame Emmeline Labonté on the twelfth October one thousand nine hundred and six ; those of the said E. Major and Donaldal Labonté on the fifteenth October one thousand nine hundred and six ; those of the said Osias Crevier, of Dame Eugénie Labonté and of G. Latreille on the sixteenth October one thousand nine hundred and six, and the signatures of the said Messrs. James Crathern and Fred W. Evans, *ès-qualité* on the twentieth November, one thousand nine hundred and six.

her
MARCELLINE X LABRANCHE,
mark

(Signed) J. N. CLOVIS CRÉPEAU, (*Witness*)
 “ EMMA LABONTÉ,
 “ EMMELINE LABONTÉ,
 “ EMILIO MAJOR,
 “ DONALDA LABONTÉ,
 “ OSIAS CREVIER,
 “ EUGÉNIE LABONTÉ,
 “ C. LATREILLE,
 “ JAMES CRATHERN, *President*
 “ FRED. W. EVANS, *Treasurer*
 “ F. G. CRÉPEAU, *N. P.*

True copy of the original remaining in my office.

F. G. CRÉPEAU, *N. P.*