

C H A P. 150

An Act to confirm the revocation of the substitution contained in a deed of sale from Jean-Baptiste Marion to Joseph Marion

[Assented to 28th February, 1907]

Preamble.

WHEREAS it has been represented by the petition of Joseph Marion, farmer, of Lanoraie :

That by gift *inter-vivos* passed before Mtre T. D. Latour, notary, at Lanoraie, on the sixth of November, 1881, and registered at Berthier under the No. 16,678, Dame Marie-Anne Aurez *dit* Laferrière, of the parish of Lanoraie, widow of the late François Mathias Marion, in his lifetime farmer, of the same place, gave to her son Jean-Baptiste Marion, unmarried and of age, of the same place, certain moveable and immovable property described in detail in the said deed ;

That by a clause in the said deed of gift, the said donee was bound to retain three of the immoveables to him given and at his death, or previous thereto, to give them to his children to be born or to one of them, at his choice, and, in default of children, to such of his brothers as might survive him ;

That by deed of sale passed before Mtre T. D. Latour, notary, at Lanoraie, on the tenth of December, 1885, and registered at Berthier under the number 19,806, the said Jean-Baptiste Marion sold to his brother Joseph Marion, farmer, of Lanoraie, for good and valid consideration set forth in the said deed, the three immoveables subject to substitution under the deed of gift above mentioned ;

That the substituting party, the said Dame Marie-Anne Aurez *dit* Laferrière, intervened in the said deed of sale and expressly declared that she revoked the substitution above mentioned with the consent of the said Jean-Baptiste Marion ;

That latterly doubts have arisen as to the validity of the revocation of the said substitution at least so far as the children of the said Jean-Baptiste Marion are concerned ;

That, in the interest of all the parties concerned, it is desirable that the said revocation of substitution be ratified and the said deed of sale be declared irrevocable ;

Whereas an application to that effect is contained in the said petition and it is expedient to grant the same ;

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

Revocation of substitution confirmed.

1. The revocation of the substitution effected by Dame Marie-Anne Aurez *dit* Laferrière, of the parish of Lanoraie, widow of the late François Mathias Marion, in his lifetime,

farmer, of the same place, as intervening party in the said deed of sale by Jean-Baptiste Marion, farmer, of the same place, to Joseph Marion, also farmer, of the same place, before Mtre D. T. Latour, notary, on the tenth December, 1885, registered at the registration office of the county of Berthier under the No. 19,806, and reproduced in the schedule to this act is hereby confirmed, ratified and declared valid to all intents and purposes.

2. The sale aforesaid is also hereby confirmed, ratified and declared irrevocable to all intents and purposes, absolutely as if the substitution above mentioned had never existed. Sale confirmed.

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

SCHEDULE

BEFORE M^{RE} TIMOTHÉ D. LATOUR, the undersigned notary public for the Province of Quebec, residing in the parish of Lanoraie, in the district of Richelieu,

CAME AND APPEARED :

SIEUR JEAN-BAPTISTE MARION, farmer, of the said parish of Lanoraie, who by these presents acknowledges having sold and transferred to Sieur Joseph Marion, one of his brothers, machinist, residing at Ishpening, in the state of Michigan, one of the United States of America, hereunto present and accepting, to wit :

Firstly. 1. A lot of land on which he resides, situate in the said parish of Lanoraie, known and designated on the official plan and book of reference of the said parish of Lanoraie, under the number 114, measuring one arpent and three-quarters in front by forty arpents in depth, more or less, without warranty of precise measurement, and as contained within the limits hereinafter set forth ; bounded in front by the river St. Lawrence ; on the north-west by No. 480 ; on the south-west, partly by No. 116 and the other part by No. 115 ; towards the north-east by No. 111, with the house, barns, stables and other buildings thereon erected ; from which said lot is to be deducted the parcel of land described in the said official plan and book of reference under the number 113 ;

2. Another lot of land situate in the said parish of Lanoraie, known and designated on the said official plan and book of reference under the number 115, measuring one arpent and a half in front by thirty-three and three quarter arpents in

depth, the whole more or less, without warranty of precise measurement and as contained within the boundaries hereafter set forth: bounded on the south-east by No. 116; on the north-west by No. 479; on the north-east by No. 114, and on the south-west by Nos. 118 and 140, without any buildings thereon erected;

* 3. A lot of land situated in the said parish of Lanoraie, known and designated on the said official plan and book of reference under numbers 479 and 480, measuring fifteen arpents and sixty-eight perches in superficies, more or less, without warranty of precise measurement and as the whole is contained within the limits hereafter set forth: bounded on the south-east by Nos. 114 and 115; on the north-west by the river St. Jean; on the north-east by No. 481 and on the south-east by No. 478, without any buildings;

4. Moreover, all the moveable effects and chattels, live stock, agricultural implements and all his furniture which may now belong to him and which are in and on the immoveables above sold; the said purchaser declares that he well knows of what the whole consists and that it has been handed over to him by the said vendor.

By these presents the said Jean-Baptiste Marion assigns and transfers, without any warranty on his part, to the said Joseph Marion his brother thereof accepting, the sum of four hundred dollars due him by Louis Saint Pierre, heretofore merchant, of the city of Montreal, and now labourer of the said parish of Lanoraie, under deed of obligation and sale which the latter consented in favor of the said Jean-Baptiste Marion and received before the undersigned notary on the sixteenth of May eighteen hundred and eighty-three, one-half of which sum is at present exigible and the other half shall be exigible as follows: one hundred dollars on the sixteenth of May next and one hundred dollars on the sixteenth of May, 1887; which said sum of four hundred dollars bears interest at the rate of six per cent per annum, the said interest payable annually on the sixteenth of May. Moreover, the said Jean-Baptiste Marion sells and transfers to the said Joseph Marion thereof accepting, a lot which he declares to belong to him, free and clear of all hypothecs, situated in the said parish of Lanoraie, known and designated on the official plan and book of reference of the said parish of Lanoraie under the number 145, containing three perches in front by seven perches and ten feet in depth, bounded on the south-east by the Queen's highway, on the north-west by Cyrille Ducharme, on the north-east by Pierre Fafard and on the south-west by Joseph Bergeron, with a house and other buildings thereon erected.

The said vendor declares that he owns such lot through having acquired the same from the said Louis Saint Pierre,

in virtue of the deed of obligation and sale above mentioned, a copy of which deed he binds himself to deliver to the said Sieur Joseph Marion, duly registered.

The said purchaser to enjoy, use do with and dispose of everything above sold and transferred in full ownership from this day forward and to take immediate possession thereof. And for such purpose, the said vendor subrogates him in his place and in all his rights, names, reasons, actions, privileges and hypothecs, which he has and may have in and to everything above sold.

The sale of the lot hereinafter lastly mentioned is made on the express condition that if the said Louis Saint Pierre should refuse or neglect to pay to the said Sieur Joseph Marion the said sum of four hundred dollars in the manner and on the terms above set forth, with the said interest, the said purchaser may, if he thinks proper, sell the said lot to the highest and last bidder, at the church door of the said parish of Lanoraie, provided that such sale be duly advertised at the door of the said church, at the issue of the divine service in the morning, on three previous Sundays, and the price of such sale, shall be imputed on account of the said sum of four hundred dollars and of the said interest. The said parties declare that if the said Louis Saint Pierre pays to the said Joseph Marion the said sum of four hundred dollars and the said interest in the manner hereinabove specified, the present sale of the said lot hereinabove lastly described shall be null and be considered as having never been effected, and the said Louis Saint Pierre enters into possession and enjoyment of the said lot as if he had not sold it. And, in default of the said Louis Saint Pierre effecting such payments, in the terms and in the manner above set forth, the said Sieur Joseph Marion shall have the right to sell the said lot in the manner above set forth, the price of such sale to be imputed on account of the said sum of four hundred dollars and interest, as stated above, and to exact the balance which shall then remain due to complete the said sum of four hundred dollars and the said interest from the said Louis Saint Pierre.

The present sale is also made subject to the payment of the seigniorial rights and taxes and assessments on real estate which shall become due in future and to which the said immoveables above sold may be subject and liable. Moreover, such sale is made subject to the following charges, clauses and conditions which the said purchaser, under a special hypothec of the three immoveables above sold and firstly, secondly and thirdly hereinabove described, binds himself to fulfil and execute, to wit : 1. To pay, yearly to Dame Marie-Ann Aurez *dit* Laferrière, his mother, of the

said parish of Lanoraie, during her lifetime, the sum of one hundred dollars of annual life rent, one-half whereof shall be paid on the twenty-fifth of November and the other half on the twenty-fifth of May beginning from the day his mother shall cease to live with him, which said rent shall be payable in advance ; and moreover, to fulfil and execute all the charges, reservations, servitudes and obligations stipulated for the benefit of the said Dame Marie-Anne Aurez *dît* Laferrière, by and in virtue of a deed of gift by her consented to the said Jean-Baptiste Marion, received before the undersigned notary on the sixth of November, one thousand eight hundred and eighty-one, duly registered in the registry office of the county of Berthier, the same having been just read to the said Joseph Marion who declares that he assumes the whole as his own debt and his own personal matter, in order that no claim may result therefrom against the said Sieur Jean-Baptiste Marion, and beginning to fulfill and execute the whole from this day forward, with the exception, nevertheless, of the payment of the debts which the said Dame Marie-Anne Aurez *dît* Laferrière may have owed at the time of the passing of the said deed of gift, for which the said Sieur Joseph Marion shall not be liable. But it has been stipulated between the said parties that all the arrears of the said rent and the said charges and obligations for the benefit of the said Dame Marie-Anne Aurez *dît* Laferrière, by and in virtue of the said deed of gift, and payable to her during her life-time, which might be due to her at her death, shall belong to the said Joseph Marion who shall be free and discharged therefrom :

Secondly. To pay on behalf and for the acquittance of the said vendor to the persons hereinafter mentioned, the following sums of money, to wit : 1. To Dame Marie Marion, wife of the said Louis Saint Pierre, his sister, of the said parish of Lanoraie, the sum of two hundred dollars, payable to her on the sixth of November, 1887, without interest, and to Francis Marion, his brother, of the same place, the sum of one hundred dollars, payable to him on the sixth of November, 1889, without interest ; the said two latter sums being due to the said Dame Marie Marion and to the said Sieur Francis Marion under the said deed of gift ;

Thirdly. To pay on behalf and for the acquittance of the said vendor, to Miss Philomène Etu, spinster, of the parish of Lavaltrie, the sum of three hundred dollars due to her by and in virtue of an obligation consented to her by the said Jean-Baptiste Marion, before the said M^{re} T. D. Latour, notary, on the ninth of November, 1884, the said sum being payable on the ninth of November, 1886, with interest from the ninth of November last ;

Fourthly. To pay, on behalf and for the acquittance of the said vendor, to Fabien Ribardy and to Marie Malvina Ribardy, minor children born of the marriage of Louis Adolphe Ribardy and the late Philomène Desrosiers, and to the heirs and legal representatives of Guillaume Desrosiers, deceased without posterity, the sum of one hundred and fifteen hundred dollars due to them under the deed of sale under authority of justice by Narcisse Desrosiers and others in their said capacity (*és-dites qualités*), to the said Dame Marie-Anne Aurez *dit* Laferrière received before the undersigned notary on the seventeenth of March, 1874, duly registered : which said sum of one hundred and fifteen dollars the said Sieur Jean-Baptiste Marion bound himself to pay them by and in virtue of the said deed of gift above mentioned, the said sum being paid as follows : one-half to the said legal representatives of the said Guillaume Desrosiers and the other half to the said two minors Ribardy immediately after the death of the said Narcisse Desrosiers, formerly a farmer, of the said parish of Lanoraie, with legal interest from this day until the full payment thereof, the said interest being payable annually on the seventeenth of March to the said Narcisse Desrosiers, during his lifetime ;

Fifthly. Finally, this sale is made subject to the condition that the said Jean-Baptiste Marion shall be free and discharged as regards the said Joseph Marion from the payment of all sums of money which he might owe to the latter to this date, both for money loaned or otherwise and in particular the sum of one hundred dollars which the said Jean-Baptiste Marion bound himself to pay to the said Joseph Marion, in virtue of the said deed of gift, the said Joseph Marion giving to the said Jean-Baptiste Marion good and valid acquittance and discharge for the whole.

The said Dame Marie-Anne Aurez *dit* Laferrière of the said parish of Lanoraie, widow of the late François-Mathias Marion, in his lifetime farmer, of the same place, intervened in these presents:

And, after having it read over to her by the undersigned notary and having had communication of the deed of sale above set forth and above written, consented by the said Jean-Baptiste Marion to the said Joseph Marion, her sons, and in particular the delegation therein stipulated in her favor, says and declares that she accepts the whole, approves, confirms and ratifies the same in all its tenor, renouncing all right to contest the same for any reason or pretext whatsoever. Moreover, she accepts the said Sieur Joseph Marion on account for the payment of the said rent and life rent, and for all charges, reservations, servitudes and obligations in her favor in the said deed of gift above mentioned which she consented to the

said *Sieur Jean-Baptiste Marion* and this under the same hypothec as that resulting from the said deed of gift, discharging the said *Jean-Baptiste Marion* personally from the said rent and from all other charges, reservations, servitudes and obligations to her due, in virtue of the said deed of gift.

By these said presents, the said *Sieur Joseph Marion*, in consideration of the above, binds himself to give to his said mother, two ewes, the increase whereof shall belong to the latter during her life-time, and which ewes shall be replaced by the said *Joseph Marion* in the event of an accident depriving his said mother of her revenue therefrom; which ewes the said *Joseph Marion* shall also to be obliged to winter and pasture as if they were his own and also pasture their lambs for the first year; but the said *Dame Marion* shall have the increase from her ewes only so long as she shall remain in the apartments reserved by her by the said deed of gift.

Finally, by these same presents, the said *Dame Marie-Anne Aurez dit Laferrière*, said and declared that she revokes and cancels the substitution or following clause contained in the said deed of gift, by her consented in favor of the said *Jean-Baptiste Marion*, before the undersigned notary, on the sixth of November, 1881, duly registered in the registry office of the county of Berthier, in register B, vol. 33, page 758, under No. 16,678, to wit: "Seventhly. To retain the said three immoveables hereinabove firstly, secondly and thirdly described and given and, after or before his death, to return them to one or more of his children born of his lawful marriage, or to such of them as he may think proper. And in the event of the said donee dying without posterity, he shall be obliged, as he binds himself thereto, to return the said three immoveables to his brothers who may be living at the time of his death," being willing that such clause entered in the said deed of gift shall remain without effect and be considered as if it had never been made or inserted in the said deed of gift, which was at once accepted by the said *Sieur Jean-Baptiste Marion* and the said *Sieur Joseph Marion*.

The said *Sieur Louis Saint Pierre*, of the said parish of Lanoraie, intervened to these presents and was present thereat, and, after having had read to him by the said notary, and having taken communication of the said sale above written, and particularly of the transfer therein made by the said *Jean-Baptiste Marion* to the said *Joseph Marion* of the said sum of four hundred dollars due by him as above set forth, said and declared that he consents to the sale, approves, confirms and ratifies the same and considers himself well and duly notified of the said transfers.

Moreover, he accepts the said *Joseph Marion* for the payment of the said sum of two hundred dollars which he ha-

bound himself to pay as above set forth and discharges the said Jean-Baptiste Marion therefrom.

Thus was the whole agreed and stipulated between the said parties.

WHEREOF ACTE, done and passed in the said parish of Lanoraie, in the office of the said notary, under the number six thousand seven hundred and eight in the year eighteen hundred and eighty-five on the tenth day of the month of December, in the afternoon and the parties, with the exception of the undersigned, declared they could not sign on being thereunto required, but affixed their mark to these presents first duly read.

his

(Signed) JEAN-BAPTISTE X MARION,
mark

“ JOSEPH MARION,

“ MARIE-ANNE AUREZ *dît* LAFERRIÈRE,
his

“ LOUIS X SAINT PIERRE,
mark

“ T. D. LATOUR, *N. P.*

A true copy of the original of these presents remaining in the office of the undersigned notary.

T. D. LATOUR, *N. P.*

CHAP. 151

An Act to ratify a certain deed of exchange made between the School Trustees for the municipality of the town of Beauharnois and the Reverend J. D. Anderson and E. A. Robert

[Assented to 14th March, 1907]

WHEREAS the School Trustees of the municipality of the town of Beauharnois, in the county of Beauharnois, a body politic and corporate, and the Reverend John Duncan Anderson, the incumbent of the Presbyterian Congregation of the town of Beauharnois, have, by their petition, represented :

That on the 26th day of October, 1843, by deed of donation passed before L. Hainault, notary public, of the county of Beauharnois, bearing number 735 of the minutes of the said notary, the original of which deed is now deposited amongst the archives of the Superior Court for Lower Canada in and for the said district of Beauharnois, Robert Orr Wilson and Francis Cowan, merchants, of the village of Beauharnois, in