

C H A P. 111

An Act to explain a donation clause in a contract of marriage between Joseph Dion and Marguerite Filion and to provide for a practical application of such clause

[*Assented to 9th March, 1906*]

Preamble.

WHEREAS, by his petition, Joseph Dion, farmer, of the parish of Ste. Thérèse de Blainville, district of Terrebonne, has represented:

That, in his marriage contract with Miss Marguerite Filion, passed the 9th August, 1880, before E. Germain, notary public, is the following clause:

"In consideration of the said future marriage, the said Dame Marguerite Desjardins gives to the said future husband, her grandson, thereof accepting, a lot of land situate in the said parish of Ste. Thérèse de Blainville, containing sixty-one arpents in superficies, between the land of Grégoire Filiatrault and that of Frédéric Labelle, the said lot being No. 158 of the official plan and book of reference of the cadastre of the said parish of Ste. Thérèse de Blainville, the said donor reserving the enjoyment and usufruct of the said land during her lifetime until her death. This gift is subject to the obligation upon the donee, who remains bound thereto, to return the said immoveable given, after his death, to his children to be born of the future marriage to the third degree, which children the donor substitutes to the donee for the purpose of receiving the said immoveable."

That the value of the said land is scarcely much more than one thousand dollars, including the buildings thereon, which are old and require to be practically renewed, requiring repairs greater than the value of the land;

That all the parties now interested consent to this act;

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

J. Dion declared to be owner of certain property.

1. Joseph Dion, farmer, of the parish of Ste. Thérèse de Blainville, district of Terrebonne, is hereby declared to be the incommutable owner "of a lot of land situate in the said parish of Ste. Thérèse de Blainville, containing sixty-one arpents in superficies, between the farm of Grégoire Filiatrault and that of Frédéric Labelle, the said lot bearing the number No. 158 of the official plan and book of reference of the cadastre of the said parish of Ste. Thérèse de Blainville," which was given him by Dame Marguerite Desjardins in his contract of marriage dated

the 9th August, 1880, and registered under the No. 26382 of the registry office of the county of Terrebonne, copy whereof is hereto annexed as a schedule.

2. The clause in the said marriage contract restricting the ownership of the said Joseph Dion and obliging him to return the immoveable given him, after his death, to the children to be born of his future marriage, to the third degree, is cancelled and considered as having never formed part thereof, to all intents and purposes. Certain clause in marriage contract struck.

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

SCHEDULE

BEFORE E. GERMAIN, the undersigned notary public for the Province of Quebec, residing at Ste. Thérèse de Blainville, district of Terrebonne, appeared:

MR. JOSEPH DION, farmer, residing in the said parish of Ste. Thérèse de Blainville, son of age of Mr. Pierre Dion, farmer, of the said parish, and of Dame Victoire Desjardins, his wife, Mr. Joseph Dion stipulating for himself and in his own name,

of the one part;

MISS MARGUERITE FILION, residing at Ste. Thérèse de Blainville, aforesaid, with her father and mother hereinafter mentioned, daughter of age of Mr. Léon Filion, farmer, and of Dame Marguerite Ouimet, his wife, living together in the said parish of Ste. Thérèse de Blainville, Miss Marguerite Filion acting for herself and in her own name,

of the other part;

MR. PIERRE DION, whose surname, quality and residence are given above, acting herein on account of the gift he will hereinafter make to the future husband,

Also of the other part;

MR. and MRS. FILION above mentioned, acting herein on account of the gift they will hereinafter make to the future wife, their daughter,

Also of the other part;

DAME MARGUERITE DESJARDINS, residing in the said parish of Ste. Thérèse de Blainville, wife separated as to property of Mr. Honoré Brisebois and by him duly authorized, acting herein on account of the donation she will hereinafter make to the said Joseph Dion, her grandson,

Also of the other part.

All the parties aforesaid have stipulated the clauses and conditions of the civil marriage proposed and agreed to between Mr. Joseph Dion and Miss Marguerite Filion.

The future consorts declare that there shall be no community of property between them.

There shall be no dower, either customary or conventional.

The future husband brings to the marriage his clothes, linen and the moveables to be hereinafter given to him.

In consideration of the future marriage, the said Pierre Dion gives the future husband, thereof accepting, the following, to wit: two horses, a plough, a harrow, a hay-cart with wheels, a cow, a heifer, an ewe with her lamb, a light cart with wheels, two yearling pigs; the whole to be delivered as required.

In consideration of the said future marriage, the said Dame Marguerite Desjardins gives the future husband, her grandson, thereof accepting, a lot of land situate in the said parish of Ste. Thérèse de Blainville, containing sixty-one arpents in superficies, between the farm of Grégoire Filiatrault and that of Frédéric Labelle, the said lot being No. 158 of the official plan and book of reference of the cadastre of the said parish of Ste. Thérèse de Blainville, the donor reserving the enjoyment and usufruct of the said lot during her lifetime until her death.

This gift is subject to the obligation upon the donee, who remains bound thereto, to return the said immoveable, after his death, to his children to be born of the future marriage to the third degree, which children the donor substitutes to the donee for the purpose of receiving the said immoveable.

In consideration of the said future marriage, the said Léon Filion and his wife give the said future wife, thereof accepting:

1. A sum of two thousand francs, old currency, payable in yearly payments of two hundred francs old currency, the first whereof shall become due in two years from the 29th September next.

2. The following moveables, to wit: a heifer three years old, a cow, four ewes, two feather beds with bedstead, blankets, sheets and counterpanes, a loom complete, twelve hens, twelve earthen pans, a kettle, a strainer, two spinning wheels, six cups, six saucers, six plates, six knives, six forks, six spoons, a table, a kneading-trough, a meat-safe, a linen press, a tub, two smoothing irons, a small pot, a saucepan, a frying pan, a wooden bucket, six chairs, the whole to be handed over when the future consorts shall go and live on the farm above given and specified.

Also in consideration of the said future marriage, the said Dame Marguerite Desjardins and the said Joseph Dion, the future husband, give the future wife, thereof accepting, in the

event only of her surviving her said future husband and not marrying again, the following annual life-rent, to wit: ten bushels of wheat deliverable one-half in December and one-half in May; one hundred and fifty pounds of pork at Christmas; ten pounds of wool in the spring; one pound of tea as needed; six pounds of sugar at sugar-making time in the spring; eight pounds of soap as needed; two gallons of coal oil as needed; half a bushel of peas in the autumn; four pounds of rice as needed; four bushels of potatoes in the autumn; six dozen of eggs on demand in spring and autumn; six fat chickens in autumn; six pounds of beef at Christmas; the use of a room heated by a stove in the room, and the necessary fire-wood for cooking with the said stove; a cow to be delivered in May, taken back in the autumn, replaced by another in case of death, old age or sterility, to be wintered and pastured on the said farm; to pay the doctor, provided the account does not exceed two dollars per annum. To fetch the doctor and priest in case of illness and take them home.

The possessors or usufructuaries of the said lot of land shall be bound to take care of the said future wife and to keep her supplied with shoes for week days and Sundays. The said future wife shall have the right to go and come on the said land; she shall have the use of a plot in the kitchen-garden, and a place in the stable for the horses of the persons who may visit her. The said rent shall begin to run from the death of the said future husband, during the life of the said future wife until she dies or marries again.

In the event of the death of the said future wife, the usufructuaries or owners of the said land shall have her buried with a funeral service to cost five dollars.

As security for the said rent, the said Dame Marguerite Desjardins and the said future husband have hypothecated the land above given to the amount of eight hundred dollars currency.

It is agreed between the parties that the two thousand francs, old currency, given to the said future wife by her father and mother, shall be repaid, in default of children issue of the future marriage, to her heirs in yearly payments of two hundred francs old currency without interest.

Such are the covenants between the parties stipulated in the presence of the above mentioned relatives of the future consorts.

WHEREOF ACTE:

DONE AND PASSED, under the number twelve hundred and eighty-five, at Ste. Thérèse de Blainville, in the said district and study, in the year one thousand eight hundred and eighty, on the ninth August, at seven o'clock in the forenoon.

And the said parties have signed with us the said notary, with the exception of the said Dame Marguerite Desjardins,

Pierre Dion, Léon Dion, and his wife, who declared they could not sign when thereunto requested, these presents duly read.

(Signed) MARGUERITE FILION,

“ JOSEPH DION,

“ E. GERMAIN, N. P.

True copy of the original of these presents remaining in the study of the undersigned notary.

E. GERMAIN, N. P.

CHAP. 112

An Act respecting the succession of the late Simon Lacombe

[Assented to 9th March, 1906]

Preamble.

WHEREAS Miss Emélie Lacombe, Miss Marie Lacombe, both spinsters, of the village of Notre Dame des Neiges West, in the district of Montreal; Dame Elizabeth Lacombe, of the same place, wife separated as to property of Arthur Yale, burgess, of the same place, and the latter to authorize his wife for the purposes of this act; the Honorable Napoléon Charbonneau, judge of the Superior Court of the district of Richelieu, residing at Sorel, in the said district, acting in his quality of tutor to Miss Emilienne Charbonneau, his minor daughter, issue of his marriage with the late Mathilde Lacombe, and François Desmarchais, burgess, of the same place, acting herein in his capacity of curator duly appointed to the substitution created by the will of the late Simon Lacombe, have by their petition represented:

That the late Simon Lacombe made his solemn will before Mtre. A. Lecours, notary, at St. Laurent, near Montreal, on the 21st May, 1879, which will was registered on the 8th January, 1881;

That, by such will, all the property belonging to the community of property which existed between the deceased and Dame Emélie Durand *dit* Desmarchais, his wife, was to form but one mass, which said special provision the said Dame Emélie Durand *dit* Desmarchais, the survivor, accepted after her husband's death;

That all the property of the deceased, including that of the said community of property, was at first bequeathed to the said Dame Emélie Durand *dit* Desmarchais, “ to be by her