

CHAP. 118

An act to confirm and ratify a deed by Antoine Masson and others rescinding a deed of gift, and to ratify also a gift by Louis Dydime Masson to Joseph Masson, his son.

[Assented 2nd June, 1904]

Preamble.

WHEREAS Louis Dydime Masson, farmer, of the parish of St. François de Sales, district of Montreal, and Joseph Masson, joiner, of Chicago, in the State of Illinois, one of the United States of America, and now in the said parish of St. François de Sales, district of Montreal, have, by their petition, represented :

That, by deed passed before G. M. Prévost and colleague, notaries, on the 27th April, 1864, Antoine Masson and Dame Elizabeth Limoges, his wife, now deceased, rescinded with the consent of the donee, their son Louis Dydime Masson, a deed of gift passed before the aforesaid notary and colleague, on the 20th August, 1857 ;

That the said deed of rescission has been carried out, but that doubts have arisen as to its validity, inasmuch as the gift rescinded constituted a substitution ;

That, by a deed of gift passed before E. S. Mathieu, notary, on the 25th June, 1903, Louis Dydime Masson, the donee in the deed of the 20th August, 1857, gave to Joseph Masson, his son, the property mentioned and transferred in the said deed, and thereby, notwithstanding the deed of rescission of the 27th April, 1864, practically gave effect to the clause creating a substitution contained in the gift of the 20th August, 1857 ;

That the different parties are now in the same position respectively as if the deed of gift of the 20th August, 1857, had alone existed, but that in view of the passing of the two subsequent deeds above-mentioned difficulties may occur or doubts arise ;

That the petitioners have prayed that an act be passed to remove all doubts and avoid any ambiguity, and it is expedient to grant their prayer ;

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

Deed of 27th
April, 1864,
ratified.

I. The deed of rescission passed before G. M. Prévost, notary and colleague, on the 27th April, 1864, by Antoine Masson and his wife, rescinding a deed of gift passed before the same notary and colleague, on the 20th August, 1857, by Antoine Masson and his wife, in favor of their son, Louis Dydime Masson, and reproduced in the schedule to this act,

shall be valid and is hereby ratified and declared valid for all purposes whatsoever.

2. In consequence thereof, the deed of gift passed before G. M. Prévost notary and colleague, on the 20th August, 1857, by Antoine Masson and his wife, to their son Louis Dydime Masson, reproduced in the schedule to this act, is rescinded for all purposes whatsoever. Deed of 20th August, 1857, rescinded.

3. The deed of gift passed before E. S. Mathieu, notary, by Louis Dydime Masson, to his son, Joseph Masson, on the 25th June, 1903, duly registered under the number 20,724, in the county of Laval, and number 26,268 in the county of L'Assomption, and which is reproduced in the schedule to this act, is hereby ratified and declared valid for all purposes whatsoever. Deed of 25th June, 1903, ratified.

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

SCHEDULE

BEFORE US, the undersigned notaries public for Lower Canada, residing in the district of Montreal :

CAME AND APPEARED :

MR. ANTOINE MASSON, of St. François de Sales, Ile Jésus, farmer, and Dame ELIZABETH LIMOGES, his wife, whom he authorized for the effect of these presents ;

Who, by these presents have given irrevocably *inter vivos* to Mr. Louis Dydime Masson, their son, farmer, residing with them, hereunto present and accepting :

1. A lot of land three arpents in front by forty arpents in depth, bounded in front by the river Jésus, in rear by the lands on the south of the Ile Jésus, on the north-east by Eugène Labelle, on the south-west, partly by Charles Viger, partly by Gédéon Legris, and the other part by the representatives of Antoine Ambroise Charbonneau, with a house, barn and other buildings thereon erected, subject to the reservation, as regards Gédéon Legris, of the right to cut wood on an arpent and a quarter in width by ten arpents in depth, to be taken from the extremity of the said lot of land on the north-east side, and as regards the representatives of Jean Baptiste Derie of the ownership of one quarter of an arpent in width by ten arpents in depth, to be also taken from the depth of the said land and towards the middle thereof, the whole according to the title deeds of the said Legris and Derie.

2. A lot of land three-quarters of an arpent in width by eight arpents in depth, bounded on the north and south-west by Damase Labelle, on the south by Jean-Baptiste Lespérance, and on the north-east by Louis Masson.

3. An islet about an arpent in superficies, in the river Jésus, opposite the farm of Aimé Blondin.

These lots of land are situated at the said place of St. François de Sales, Ile Jésus.

4 Finally, all the rights that the donors may actually have in and to a farm which the said Antoine Masson acquired jointly with his brothers by deed before Mtre M. Charest, notary, on the fourteenth day of January, one thousand eight hundred and thirty-five, and described in the said deed as follows : "The undivided five-eighths to him the said donor belonging, of a lot of land situate to the south of the base line of the lands of Petite Mascouche, in the seigniory of Lachenaie, containing thirty arpents and more in superficies, if such there be; bounded in front to the south by the said base line of the lands of Petite Mascouche, at the other end by a lot conceded by the late Mr. Pangman to the late François Gariépy ; on one side by Joseph Masson and François Vézina or their representatives, and on the other by one Rayley, or his representative," under the conditions set forth in the said deed of the 14th January, 1835.

5. All the live stock, harness, vehicles and agricultural implements being upon the said hereditaments on the taking possession thereof.

6. A brass clock.

This gift is so made and accepted subject to the following charges, reservations and conditions :

1. The donors reserve for each of them, during their lifetime or that of the survivor of them, the usufruct and enjoyment of the property above donated, *à titre de constitut et précaire*.

2. The donee shall be bound, as regards his brother, Aimé Masson, to fulfil and comply with all the various reservations and obligations which may still exist at the death of the survivor of the said donors, in accordance with two deeds of gift consented in his favor by them on the 22nd June last and 5th August instant, before J. C. Auger, the said Louis Dydime Masson being fully aware of the contents thereof; whatever shall be given to the said Aimé Masson by the donors shall be the advantage of the said Louis Dydime Masson.

3. Finally, all the property given shall be and remain substituted in favor of the male children to be born of the marriage or marriages which the donee may contract.

And, in default of male children, the said Aimé Masson, if he be then alive, and his male children, if any there be, shall be substituted to the said Louis Dydime Masson, but subject to the condition that, if the latter leave any daughters, the value of the said property, according to the estimate of arbitrators, shall be paid to them and be payable at such periods as the latter may determine. Should the said Louis Dydime Masson leave but one male child and that child should not be in possession of his mental faculties, he shall be treated as a daughter.

4. The wife or wives, whom the donor may marry, cannot in any way be endowed or dowered by or derive any benefit either directly or indirectly from the donee from the property given.

Subject to which conditions as regards substitution, charges and reservations, the donors have by these presents disseized themselves of all rights of ownership in the property given, in favor of the said Louis Dydime Masson and of the substitutes.

The title deeds of the said hereditaments shall remain in the hands of the donors on account of their enjoyment thereof.

Before concluding, the donors also gave the said Louis Dydime Masson the following articles, to wit: a sleigh, two buffalo robes, a carriage cushion, a complete set of harness, collar, bridle and reins, a walnut chest of drawers, a table of curly maple, a tablecloth, an earthenware dinner set, a feather bed with accessories, a bag of wool and twelve pewter spoons, to be taken possession of at once.

FOR THUS, &C., WHEREOF ACTE, under the number one thousand six hundred and seventeen.

Done and passed in the office of Mtre. Prévost, the undersigned notary at Terrebonne, Lower Canada, on the 20th August, 1857.

Signed by us and the said parties, with the exception of the donor, who, upon being thereunto required, declared that he could not sign.

| | |
|----------|-----------------------|
| (Signed) | ELIZABETH LIMOGES, |
| " | LOUIS DYDIME MASSON, |
| " | U. DESAULNIERS, N. P. |
| " | G. M. PRÉVOST, N. P. |

True copy of the original remaining of record in the *greffe* of the late G. M. Prévost, in his lifetime notary, of the town of Terrebonne, compared by E. S. Mathieu, notary, of the town of Terrebonne, the assignee of the said *greffe* under an order of his Honor the Lieutenant-Governor of the Province of Quebec, in council, dated the thirty-first day of July, one thousand eight hundred and ninety.

E. S. MATHIEU.

On the twenty-seventh day of April, one thousand eight hundred and sixty-four.

Before us, the undersigned notaries public for Lower Canada, residing in the town, county and district of Terrebonne.

CAME AND APPEARED :

MR. ANTOINE MASSON, of the parish of St. François de Sales, Ile Jésus, county of Laval, district of Montreal, Burgess, and Dame ELIZABETH LIMOGES, his wife, by him duly authorized for the purposes hereof,

Of the one part ;

AND

LOUIS DYDIME MASSON, Esquire, their son, agriculturist, residing with them,

Of the other part ;

Which said parties have by these presents consented that the gift of property made by Mr. and Mrs. Masson to their said son, Dydime, by the deed passed before the undersigned G. M. Prévost and his colleague, notaries, dated the twentieth day of August, one thousand eight hundred and fifty-seven, the original whereof is hereunto annexed, shall be and remain null and void purely and simply, in such manner that the parties shall be replaced in the same position as if such gift had not taken place.

WHEREOF ACTE, in our office, in the said town of Terrebonne, Lower Canada, on the day and in the year aforesaid ;

And the parties have signed with us, these presents duly read, with the exception of Mr. Masson, senior, who, upon being thereunto requested, declared that he could not sign.

(Signed) ELIZABETH LIMOGES,
“ LOUIS DYDIME MASSON,
“ O. FORGET, N. P.,
“ G. M. PRÉVOST, N. P.

True copy of the original remaining of record in the *greffe* of the late G. M. Prévost, in his lifetime notary, of the town of Terrebonne, compared by E. S. Mathieu, notary, of the town of Terrebonne, the assignee of the said *greffe* under an order of his Honor the Lieutenant-Governor of the Province of Quebec, in council, dated the thirty-first day of July, one thousand eight hundred and ninety.

E. S. MATHIEU.

In the year one thousand nine hundred and three, on the twenty-fifth of June.

Before Mtre. E. S. MATHIEU, the undersigned notary public for the Province of Quebec, Canada, residing and practising in the town and district of Terrebonne, in the said province,

APPEARED :

Mr. LOUIS DYDIME MASSON, justice of the peace and farmer, residing in the parish of St. François de Sales, in the county of Laval.

Who, by these presents, hath made a gift *inter vivos*, pure, simple and irrevocable, to Mr. Joseph Masson, his son, joiner, residing in Chicago, in the United States of America, and temporarily at St. François de Sales aforesaid, hereto present and accepting :

1. A lot of land, three arpents in front by forty arpents in depth, bounded in front by the river Jésus, in rear by the lands of the south side of Ile Jésus, adjoining on one side Alfred Boudrias, and on the other side partly adjoining Léandre Bélanger, partly Adolphe Ouimet, and partly Joseph Archambault the said land bearing the official number ninety-five (No. 95) of the parish of St. François de Sales, in the hypothecary cadastre of the county of Laval, with a house, barn and other buildings thereon erected.

There is to be deducted, however, from the said land, a lot belonging to one Rouillard, to be taken from the southern extremity of the said land, and containing one arpent and twenty feet wide, starting from the line dividing it from lot number ninety-four of the said cadastre, upon a depth starting from a stone cross-fence, near the foot of the quarry on the said lot No. 95, as far as the range line (*trait carré*), of the lots of the *grande côte des Ecores*; making a depth of ten to eleven arpents and bounded on the west by the remainder of the said No. 95, from which the said lot is taken.

2. A lot of land three quarters of an arpent in width, by eight arpents in depth, bounded in front to the north and on the south-west side by Louis Gascon and Edouard Bisson, at the south end by Fabien Bastien, and on the north-east side by Ed. Bisson, the said lot bearing the official number one hundred and fifty-one (No. 151), of the parish of St. François de Sales, in the hypothecary cadastre for the county of Laval.

3. A land in standing timber forming part of the lots of land, official numbers seven hundred and eighty-one and seven hundred and eighty-one *a* (Nos. 781 and 781*a*), of the parish of St. Henri de Mascouche, in the hypothecary cadastre for the county of L'Assomption, the said timber lot being about six arpents in superficies; bounded at one end to the north by number eight hundred and fourteen, to the south by a lot under cultivation belonging to John Phalen, adjoining on one side, to the east, number seven hundred and eighty and on the other side, to the west, John Phalen.

The donor is proprietor of the said immoveables through having acquired them from Antoine Masson and Elizabeth Limoges, his father and mother, under the terms of a deed of gift *inter vivos* made by them before Mtre. G. M. Prévost, notary, on the 27th April, 1864, and registered in the registry office of the county of Laval, on the 21st of July, 1864, under No. 2153.

The timber lot lastly above described, belonging in addition to the donor, under the terms of a deed of partition made between him and Mr. Aimé Masson, his brother, and passed before the undersigned notary, on the 22nd October, 1895.

The donor has handed to the donee the title deeds in his possession respecting the said immoveables.

In the present donation, are also included a horse, a milch cow, a yearling heifer, a large hay cart and its wheels, a small spring cart and wheels, a farm sleigh, a buggy and a buffalo robe, in short, all the live stock, vehicles and all moveable effects generally whatsoever belonging to the donor and to be found upon the properties given, whereof the donee shall dispose in full ownership.

Except, however, all the moveable effects generally whatsoever which are in the house presently occupied by the donor and his wife, which are not included in the present gift, and whereof the donor may dispose in full ownership.

RESERVATIONS

The donor reserves to himself the right of dwelling in and using, during his lifetime only, the entire dwelling house presently occupied by him, from the cellar to the garret, and

also of using the west half of the garden surrounding the house ; the donee shall each year upon demand of the donor supply to the donor three loads of manure for manuring the said garden.

The necessary repairs of all kinds, whether extensive or minor, to the house and the garden fence shall be effected by the donee alone ; the same shall apply to the maintenance of the road in front of the house.

The donor shall have the right to keep with him any person he may choose to live with him in the house.

And the donor, as well as the persons living with him shall have the right to go and come everywhere over the property so given without causing damage.

The water with which the house is supplied from the water-works, shall be paid for by the donor ; and the donee shall furnish the donor, and bring into the latter's house, at his request all the firewood, cut into stove size, which the donor may need in keeping house ; such wood shall be similar to that which the donee shall himself burn.

After the death of the donor, the latter's wife, if she survive him, shall have the right to the same reservations as her husband in the said house and garden, for three consecutive months only, after the death of her said husband, during such three consecutive months, the donee being bound to supply her, on demand, with all the firewood she may need to keep house.

The donee shall furnish the donor, at his request, with a horse, harnessed to a suitable vehicle, in order that the donor and the persons living with him may go wherever they like, and this during the life of the donor only.

The donor shall have the right to put in the donee's stable the horses of the persons who shall come to visit him.

Nevertheless the donor shall alone have the right to go to the stable for the purpose of putting in or taking from it the horses of such visitors, who shall have no right to do so.

The donee shall be bound to go for a priest and a physician at the request of the donor, for him and for those who may be living with him, but their fees shall be paid by the donor alone.

It is further agreed that, in the event of the present wife of the donor dying before him, the donee shall be bound and obliged to procure him a proper person to take care of him during his life, both in health and in sickness, the wages of such person to be paid by the donee.

This gift is further made on condition that the donee shall pay :

1. The municipal and school taxes and assessments to become due from the first of November next, only ;

With regard to the seigniorial rents due, and those to become due on the eleventh of November next, they shall be paid by the donor; the donee shall pay those which shall become due after the said date;

2. To pay the sum of two thousand dollars to the brothers of the donor hereinafter mentioned, or their children, to wit:

Five hundred dollars to Louis Masson, residing in New York; five hundred dollars to Magloire Masson, residing at Collinsville; five hundred dollars to Damase Masson, residing at St. François de Sales aforesaid; and finally, five hundred dollars to the children, issue of the marriage between the late François de Sales Masson and Rosianne Archambault.

These various sums shall be payable at the office of the undersigned notary, in Terrebonne, one month after the death of the donor, and without interest.

The said Louis, Magloire and Damase Masson shall be represented by their children respectively, in the event of their dying before the said sums of five hundred dollars, payable to each of them, respectively, by the said deed, shall become due.

And in the event of the said Louis, Magloire and Damase Masson, or any one or more of them dying without legitimate children, before such sum of five hundred dollars, payable to each of them as aforesaid, shall become due, then the sum of five hundred dollars coming to him or them who shall have died without children, shall belong to the survivor or the survivors of the said Louis, Magloire and Damase Masson and to the children then living of those among them who shall have died leaving children, and this by roots; the children of the said François de Sales Masson then living shall take a share with the said Louis, Magloire and Damase, or their children in the said sums, and this by roots.

And if the children of the said François de Sales Masson have all died when the said sum of five hundred dollars, payable to each of them as aforesaid, becomes due, then such sum shall belong to the said Louis, Magloire and Damase Masson or to the survivors of them, and to the children of those amongst them who shall then be dead, leaving legitimate children, and this by roots; the donor declares that he has done justice to his children by making the present gift to his said son Joseph and by charging the latter to pay over the said sum of two thousand dollars to his said brothers or their children;

The donee acknowledging that the advantages conferred on him by his said father, through the present gift, cover the value of the live stock, and of the various household articles,

which the said donee received from his father and mother under the terms of the said gift *inter vivos* of the 27th April, 1864.

And as the father intends to give them to him, the donee acknowledges having received the value thereof, to his satisfaction.

By this deed of gift, the donor attains his object, which is to perpetuate the possession in the Masson family of the property given.

RENT

In addition to the above charges, the donee shall pay to the donor, during the latter's lifetime an annual life rent of two hundred dollars, payable in two equal and half yearly payments of one hundred dollars each ; the first whereof shall become due and payable on the first of May next, the second on the first of November, 1904, and the others every six months afterwards, until the death of the donor.

He shall, moreover, give to the donor, during the latter's lifetime :

One fat hog, weighing two hundred pounds, as well as a hind quarter of beef weighing one hundred pounds, the beef and hog to be delivered every year on the first of December, the first delivery to take place on the first of December, 1904 ; also twelve fat fowls to be delivered at the request of the donor between the first of May and November of each year, beginning on the first of May, 1904 ; also twelve bushels of potatoes on the first of October of each year, beginning on the first of October, 1904.

He shall give him two quarts of milk every morning, between the first of May and November each year, beginning on the first of May, 1904.

All these articles shall be payable and be furnished at the domicile of the donor at St. François de Sales.

DEATH OF THE DONOR

Upon the death of the donor, the donee shall give him a suitable burial in the cemetery of the parish of St. François de Sales, with a first class service, the body being present if possible, and he shall have twenty-five low masses said for the repose of his soul during the year following his death.

RIGHT TO RESUME POSSESSION

It is agreed between the parties that, in the event of the donee dying without legitimate children within five years from this date, and of the donor being still alive, the latter shall have the right to resume the ownership of the immove-

ables hereby given, without any costs, but by paying the lawful or testamentary heirs of the donee a sum of five hundred dollars as indemnity, and the latter shall thereupon be freed from the charges and obligations imposed upon the donee by this deed, and shall have no claim against the donor by reason of this gift.

RESTRICTIONS

The donee shall not have the right to sell the immovables given during the life-time of the donor or during the five years following the death of the latter, neither shall he have the right to hypothecate the immovables, but during the lifetime of the donor only.

As a derogation from the above restrictive clause, it is agreed that, in the event of the donee finding an opportunity of selling a portion of the immovables given, for opening or making private or public roads and railways on such immovables, he shall then have the right to effect such sale for such purpose and to receive the price thereof and to dispose of the same as he chooses, notwithstanding that such sales be made during the periods above prohibited.

As a still further derogation from the above clauses, the donee shall have the right to sell, whenever he thinks proper and for such prices as he thinks advisable, the immovable above secondly described under the number one hundred and fifty-one, (No. 151) of the parish of St. François de Sales, in the hypothecary cadastre of the county of Laval; provided always that he shall employ the price of sale of such immovable, in paying the two hundred and seventy-five dollars he is obliged to pay to Mr. Aimé Masson under the terms of this deed, immediately on receipt of the price of sales the donee may dispose of the balance of such price of sale as he thinks proper, immediately after receiving the same.

The donee shall allow the present lease of the immovables given, to continue in favor of Alfred Boudrias, of which lease he declares that he is aware, and to which he fully submits; the rents paid by the said Boudrias from this time to the first of May, 1904, shall revert to the donor.

The donor shall at once transfer to the donee the fire insurance policy he holds on the buildings erected on the said immovables.

The said donee to enjoy and to dispose of the immovables given in full ownership from and after this date, subject to the above restrictions. But the donee shall not take possession thereof until the first of November next, and until such latter date the donor shall retain the possession and enjoyment thereof.

The privilege of *bailleur de fonds* is reserved.

WHEREOF ACTE ; under the number four thousand, six hundred and twenty-eight.

DONE AND PASSED in my office, at Terrebonne, on the day and in the month hereinabove written.

And the appearers have signed these presents first duly read in the presence of the undersigned notary.

(Signed) LOUIS DYDIME MASSON,

“ JOSEPH MASSON,

“ E. S. MATHIEU, N. P.

True copy of the original of these presents remaining of record in my office.

E. S. MATHIEU, N. P.

CHAP. 119

An Act respecting the will of the late Archibald McCormick, senior

[Assented to 2nd June, 1904]

WHEREAS Louisa McCormick, of the town of Salaberry de Valleyfield, in the district of Beauharnois, spinster and of the age of majority, and Mary McCormick of the same place, wife separate as to property of Frank Carver of the same place, railway conductor, and by him duly authorized for the purposes thereof, legatees under the last will and testament of the late Archibald McCormick, senior, in his lifetime of the parish of Ste-Cécile, in the said district of Beauharnois, farmer and gentleman, made before Zephirin Boyer, notary public, on the 26th April, 1888, have, by their petition, represented : Preamble.

That, on the 26th April, 1888, the said late Archibald McCormick, senior, made his last will and testament, passed before Zephirin Boyer, notary public ;

That, on the 21st March, 1893, the said late Archibald McCormick, senior, departed this life without having altered or revoked his said will ;

That, on the 11th November, 1893, the said will was registered in the registry office in the registration division of the county of Beauharnois, and on the 21st December, 1893, in the registry office in the registration division of Montreal West ;