

In the year in which the Synod of the diocese meets, this meeting shall be held on the Wednesday of the week in which such regular session of the Synod takes place; and in any other year in the month of June.

When meeting to be held.

The date, hour and place of holding such meetings shall be fixed by the trustees.

Date, &c., to be fixed by trustees.

At such meetings, as well as at all general meetings of the corporation, all members of the Synod shall have a right to be present, but the right to vote on all matters submitted to the corporation shall belong to those members of the Synod who are trustees, the Lord Bishop of the diocese, and the shareholders in good standing."

Who vote at meetings.

2. Within sixty days from the coming into force of this act, the present corporation shall select by ballot eight of their members to continue as trustees representing the Synod of the diocese of Quebec until the next regular session of the Synod, and the shareholders shall elect from amongst themselves four trustees who shall continue in office until their successors are appointed under the provisions of this act.

Election of trustees within certain time.

3. Wheresoever the word "college" shall appear in the act of incorporation as amended, it shall be held to mean the school hereafter known as King's Hall.

Interpretation of the word "college."

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

Coming into force.

CHAP. 108

An Act to confirm the sales made to Raymond C. Savage and Joseph Léopold Dozois, of certain immovables belonging to the estate of the late Mathilde Beaubien

[Assented to 26th March, 1902]

WHEREAS Léocadie Saint Pierre and Joséphine Beaubien, have, by their petition, represented :

Preamble.

That Léocadie Saint-Pierre, widow of the late Maurice Beaubien, heretofore residing in the village of Granby, in the district of Bedford, now domiciled at St. Benoit, county of Two Mountains, and Joséphine Beaubien, wife of Charles Alexis Charlebois, esquire, merchant, of Curran, in the county of Prescott, Province of Ontario, by her said husband duly authorized, have by deed of sale, passed on the second day of April, one thousand nine hundred, before J. L. Dozois, notary, at Granby, sold to Raymond C. Savage, esquire,

merchant, of the said village of Granby, a certain immoveable described in said deed as being "a certain tract of land situate, lying and being on the west side of Market street, (now called Dufferin street) known and described according to the official plan and book of reference for the said village of Granby, as being the north part of lot number four hundred and four, (404) measuring sixty feet in front on said Market street from the south line of number four hundred and seven, measuring from the south and fifty-five feet in rear, measuring in a southerly direction from the south line of said lot number four hundred and seven following the east line of lot four hundred and five, by the depth of said lot from said Market street to said lot four hundred and five, together with the brick dwelling house and stable thereon ;"

That the said Léocadie Saint Pierre and Josephine Beaubien, by deed of sale passed before Mtre. C. Ernest A. Tartre, notary, at Granby, on the fifth day of December, nineteen hundred and one, sold to Joseph Léopold Dozois, notary, of the said village of Granby, a certain immoveable described in said deed as being "a lot or parcel of land situate and being on the north side of the principal street of the village of Granby, known and designated on the official plan and book of reference for the said village of Granby as lot number three hundred and ninety-three (393), with a brick house and barn thereon erected, excepting, however, from the said lot the south east corner of the same, measuring thirty feet in width by one hundred and ninety-one feet, heretofore sold to S. H. C. Miner, by deed of sale passed before the said J. L. Dozois, notary, on the twelfth day of April, eighteen hundred and eighty-nine" ;

That the said vendors in the said deed had inherited the said immoveables under a holograph will of the late Mathilde Beaubien, in her lifetime of the village of Granby, widow of the late Félix Gatien, in his lifetime of the same place, physician, duly proved before the Superior Court of the district of Bedford on the seventh day of March nineteen hundred ;

That doubts have arisen with reference to the lawful ownership of the said vendors as to the said lot, owing to the ambiguity of the terms of the will above mentioned ; that the said Raymond C. Savage and Joseph Leopold Dozois may experience difficulty in borrowing on the security of the said immoveables in the ordinary course of business and in selling the said immoveables ;

Whereas the said Léocadie Saint Pierre and Joséphine Beaubien have, by their petition prayed for an act confirming the validity of the said deeds of sale 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 :

1. The deed of sale, made and passed on the second day of April nineteen hundred, before J. L. Dozois, notary, at Granby, by Léocadie Saint Pierre, widow of the late Maurice Beaubien, heretofore residing in the village of Granby, in the district of Bedford, now domiciled at St. Benoit, county of Two Mountains, and Josephine Beaubien, wife of Charles Alexis Charlebois, esquire, merchant, of Curran, in the county of Prescott, Province of Ontario, by her said husband duly authorized, of the following immoveable, to wit : “ a certain tract of land, situate, lying and being on the west side of Market street (now called Dufferin street) known and described according to the official plan and book of reference for the said village of Granby, as being the north part of lot number four hundred and four (404), measuring sixty feet in front on said Market street from the south line of the lot number four hundred and seven, measuring from the south, and fifty-five feet in rear, measuring in a southerly direction from the south line of said lot number four hundred and seven following the east line of lot four hundred and five, by the whole depth of said lot from said Market street to said lot four hundred and five, together with the brick dwelling-house and stable thereon ;” and the deed of sale passed on the fifth day of December, nineteen hundred and one, before C. Ernest A. Tartre, notary, of Granby, by Léocadie Saint Pierre and Joséphine Beaubien aforesaid to Joseph Léopold Dozois, notary, residing in the village of Granby of the following immoveable, to wit : “ a certain immoveable described in said deed as being a lot or parcel of land situate and being on the north side of the principal street of the village of Granby, known and designated on the official plan and book of reference for the said village of Granby as lot number three hundred and ninety three, (393), with a brick house and barn thereon erected, excepting however from the said lot the south east corner of the same, measuring thirty feet in width by one hundred and ninety-one feet, heretofore sold to S. H. C. Miner, by deed of sale made and passed before the said J. L. Dozois, notary, on the twelfth day of April, eighteen hundred and eighty-nine, ”—are declared valid, notwithstanding any doubt that may exist with regard to the right of the vendors to make such sale under the terms of the will of the late Dame Mathilde Beaubien, this act having the effect of supplying any defect ; but having no other effect than of dispelling such doubt.

Deeds of sale of 2nd April, 1900, 5th Dec. 1901, from L. St. Pierre & al., to G. L. Dozois & al., ratified and confirmed.

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

APPENDIX A

In the year nineteen hundred and one, the fifth day of December, before M^{re} C. ERNEST A. TARTRE, the undersigned notary public for the Province of Quebec, residing at Granby, in the district of Bedford, in the aforesaid Province of Quebec.

CAME AND APPEARED :

DAME LEOCADIE SAINT-PIERRE, heretofore of the village of Granby, now residing at Curran, in the Province of Ontario, widow of the late Maurice Beaubien, in his lifetime of l'Assomption, in the State of Illinois, and DAME JOSÉPHINE BEAUBIEN, wife of Charles Alexis Charlebois, merchant, of Curran, aforesaid, by him duly authorized for the purposes of this deed, in their capacity of universal legatees of the late Dame Mathilde Beaubien, in her lifetime of the said village of Granby, widow of the late Félix Gatien, in his lifetime of the same place, physician, in virtue of a holograph will of the said late Dame Mathilde Beaubien, dated the ninth day of September, eighteen hundred and ninety-nine, duly proved and registered ;

Who have acknowledged and admitted by these presents to have sold, conveyed and transferred, with warranty from all trouble whatsoever to the said Joseph Léopold Dozois, esquire, notary, of the said village of Granby, present and accepting as purchaser for himself and his assigns hereafter, the following, to wit : a certain immoveable being a lot or parcel of land situate and being on the north side of the principal street of the village of Granby, known and designated on the official plan and book of reference for the said village of Granby as lot number three hundred and ninety-three, (393) with a brick house and barn thereon erected, excepting, however, from the said lot the south-east corner of the same, measuring thirty feet in width by one hundred and ninety-one feet, heretofore sold to S. H. C. Miner, by deed of sale made and passed before the said J. L. Dozois, notary, on the twelfth day of April, eighteen hundred and eighty-nine ; the said purchaser states that he has inspected what is sold him by these presents, and is satisfied therewith, and the vendors have stated that they are the owners thereof, by and in virtue of the will above cited. By these presents, the vendors have disseized themselves of what is hereby sold, and the purchaser is seized thereof in order that he may enjoy it and dispose of the same as he deems proper for ever, and take immediate possession thereof.

Such sale is so made on condition of paying the taxes, assessments and apportionments both for the past and for the future, and moreover in consideration of the price and sum of three thousand one hundred dollars, on account and in deduction whereof the vendors acknowledge having had and received from the purchaser, before and at the passing of these presents, the sum of seven hundred dollars, whereof of quittance. As to the balance, to wit: two thousand four hundred dollars, the purchaser promises and binds himself to pay the same to the vendors or their assigns, in fourteen annual and consecutive payments. The first four being of the sum of one hundred dollars each, and the following ten of two hundred dollars each: the first whereof shall become due and payable on the first day of May next, nineteen hundred and two, and afterwards from year to year on the same date, until full payment, with interest at the rate of five per cent. from the first day of May instant, and payable with each yearly instalment, the whole subject to the mortgage of *baillieur de fonds*, expressly reserved in favor of said vendors. The purchaser shall be bound to keep the buildings erected on the said lot constantly insured against fire, and to transfer such insurance to the said vendors as additional and collateral security.

DONE AND PASSED, at the said village of Granby, in my office, on the day, month and year firstly above written, under the number two hundred and four.

AND THE PARTIES HERETO have signed with the said notary, these presents first duly read, except that the said Dame Leocadie Saint Pierre declared that she could not sign her name, in the presence of J. Cyrille Duprat, merchant, of Curran, aforesaid, who signed as witness.

(Signed) ^{Her}LEOCADIE x SAINT PIERRE,
mark
 “ *Witness*: J. CYRILLE DUPRAT,
 “ JOSEPHINE BEAUBIEN,
 “ C. ALEXIS CHARLEBOIS,
 “ J. L. DOZOIS,
 “ C. ERNEST A. TARTRE, N. P.

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

C. ERNEST A. TARTRE.
 N. P.

APPENDIX B

On this second day of April, in the year one thousand nine hundred.

BEFORE ME, JOSEPH LEOPOLD DOZOIS, the undersigned notary public for the Province of Quebec, residing at Granby, in the district of Bedford, in the said province,

CAME AND APPEARED :

DAME LÉOCADIE SAINT PIERRE, of the village of Granby, widow of the late Maurice Beaubien, in his lifetime trader, of l'Assomption, in the State of Illinois, one of the United States of America, and DAME JOSEPHINE BEAUBIEN, wife of Charles A. Charlebois, merchant, of Curran, in the Province of Ontario, by her said husband hereto present, well and duly authorized for all and every the purposes hereof, the said Dame Léocadie St. Pierre and Joséphine Beaubien herein acting in their quality as being the general legatees of the late Dame Mathilde Beaubien, in her lifetime of the said village of Granby, widow of the late Felix Gatien, in his lifetime of Granby aforesaid, physician and surgeon, under the last will and testament of the said late Dame Mathilde Beaubien, executed on the ninth day of September last past, (1899) duly registered ; who did and by these presents have granted, bargained and sold, and do grant, bargain and sell, with guarantee against all hindrances, generally, whatsoever, to Raymond C. Savage, merchant, of the village of Granby, hereto present and accepting, purchaser for himself, his heirs and assigns, that is to say :

A certain tract or lot of land situate, lying and being on the west side of Market Street (now called Dufferin Street), known and described according to the official plan and book of reference for the said village of Granby, as being the north part of lot number four hundred and four, measuring sixty feet in front on said Market Street from the south line of lot number four hundred and seven, measuring from the south, and fifty-five feet in rear, measuring in a southerly direction from the south line of said lot number four hundred and seven, following the east line of lot four hundred and five, by the depth of said lot from said Market Street to said lot four hundred and five, be the contents of the same what it may, together with the brick dwelling house and barn thereon, said premises being well known to the said purchaser who declares to be therewith satisfied.

Belonging the hereinbefore described tract of land and appurtenances to the vendors for having acquired the same in their aforesaid quality by virtue of the said last will and testament.

To have and to hold, use and enjoy, the hereinbefore described tract of land and appurtenances unto the said purchaser, his heirs and assigns as his and their own proper freehold forever by and in virtue of these presents, and to enter upon and take possession of the same on the first day of May now next (1900).

The present sale and conveyance is thus made for and in consideration of the price or sum of two thousand and fifty dollars, currency, on account and in part payment whereof the said vendors do hereby acknowledge and confess to have had and received of and from the said purchaser the sum of five hundred dollars, whereof quit for so much ; and the balance remaining to wit: the sum of fifteen hundred and fifty dollars, the said purchaser doth hereby promise, bind and oblige himself, his heirs and assigns the same to well and truly pay or cause to be paid to the said vendors, their representatives or assigns, under special hypothec of the said sold tract of land and appurtenances, in and by fifteen annual payments, the first fourteen payments whereof of the sum of one hundred dollars each, and the fifteenth and last payment of one hundred and fifty dollars, the first of said annual payments to become due and payable on the first day of May nineteen hundred and one, and thence from year to year at the same date until full and final payment, together with interest thereon at the rate of five per centum per annum reckoning and computing from the first day of May now next (1900) and payable annually with each instalment. The said purchaser shall be bound to insure and to keep insured at all times the buildings erected on the said tract of land against accidents by fire in a good, solvent and reliable and duly incorporated English fire insurance company for a sum of at least fifteen hundred dollars in favor of the said vendors, and to deposit in the hands of the said vendors the policy of such insurance and the renewal receipts thereof at least fifteen days before maturity of the payment of the same, and in the event of the purchaser failing to effect such insurance or of renewing the same as aforesaid, the said vendors, shall have the right to effect such insurance at the expense of the said purchaser.

DONE AND PASSED at the said village of Granby, on the day, month and year firstly herein written, under the number seven thousand, five hundred and twenty-five.

IN TESTIMONY WHEREOF the said appearers have signed with me said notary, after reading hereof, save and except the said Dame Léocadie Saint-Pierre who declared her inability to write or sign and made her usual mark of a cross in presence of John D. Quinn, of the said village of Granby, who has signed as a witness hereto.

(Signed)	Her LEOCADIE X SAINT-PIERRE, mark
“	<i>Witness</i> , JNO D. QUINN.
“	JOSEPHINE BEAUBIEN.
“	C. A. CHARLEBOIS.
“	R. C. SAVAGE.
“	J. L. DOZOIS, N.P.

True copy of the original hereof remaining of record in my office.

J. L. DOZOIS, N.P.

C H A P. 109

An Act to amend the act respecting the estate of the late François Xavier Beaudry

[Assented to 26th March, 1902]

Preamble

WHIEREAS Rodolphe Beaudry, physician; René Beaudry, gentleman, and Pierre Évariste LeBlanc, advocate, all of the city of Montreal, testamentary executors of the estate of the late François Xavier Beaudry have, by their petition, represented that it is expedient to amend the act 1 Edward VII, chapter 93, to better enable them to effect the loan therein mentioned.

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

1 Ed. VII
c. 93, s. 1,
replaced.

Executors
authorized to
hypotheate
certain lot as
additional
security for
loan.

1. Section 1 of the act 1 Edward VII, chapter 93, is replaced by the following :

“**1.** The said testamentary executors are authorized to hypotheate, as additional security for the loan mentioned in the preamble, the lot being cadastral number 345 and that portion of the lot being cadastral number 347 of St. Lawrence ward, in the city of Montreal, and belonging to the estate of the late François Xavier Beaudry, at such rate of interest as they may deem necessary.”

Coming into
force.

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