

C H A P. 112

An Act to ratify a deed of sale of the 5th September, 1895,
by Claude Gravel to Stanislas and Ludger Ouellette

[Assented to 26th March, 1902]

WHEREAS Méline Auclair, widow of Aldéric Gravel, Preamble.
Sophie Nadon, widow and legatee of Claude Gravel, Stanislas and Ludger Ouellette, have by their petition represented :

That, on the 30th January, 1886, Claude Gravel gave to his son Aldéric, by contract of marriage of the latter with Méline Auclair, passed before E. Germain, N. P., the immoveable hereinafter mentioned ;

That, by one of the clauses of the said marriage contract, Claude Gravel substitutes the lawful heirs of the donor in the ownership of the said immoveable ;

That it is likewise stipulated in the same contract that in the event of the said donee renouncing the donation so made in favor of his father, he might do so by means of a retrocession, and the donor shall pay him a sum of one thousand dollars, one year after such retrocession ;

That, by deed of sale passed before A. Lecours, notary, on the 6th of September, 1895, Claude Gravel sold to Stanislas and Ludger Ouellette the immoveable mentioned in the said deed of gift ; that Aldéric Gravel, the donee, and Méline Auclair, his wife, became parties to and confirmed and ratified the said deed of sale, and renounced, for themselves and their children, to all rights and advantages on the said immoveables ;

That, by deed passed on the 5th of September, 1895, Claude Gravel, in pursuance of the clause contained in his son's marriage contract, gave the latter another immoveable, together with a sum of four thousand dollars, in part paid and the balance of which shall be paid out of the balance of the purchase price still due by the said Ouellette.

That Claude Gravel, Aldéric Gravel and the notary Lecours are deceased ;

That the purchasers, Stanislas and Ludger Ouellette, refuse to pay the balance of the price of sale, alleging that they have doubts as to the validity of their title, because the original of the deed of sale was never signed by the said notary Lecours, as well as to the validity of the renunciation of Aldéric Gravel and Méline Auclair contained in the said deed of sale of the 6th September, 1895 ;

That the petitioners unanimously wish to have the said deed of sale ratified, in order to remove all doubts as to the

validity of the same, and to permit the interested parties to receive the balance of the price of sale ;

Whereas it is expedient to grant such 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 sale of 6th Sept., 1895, from C. Gravel to S. and L. Ouellette, ratified and confirmed.

1. The ratification made by Alderic Gravel and Mélima Auclair, his wife, for themselves and their children, according to the terms of the deed of sale passed before Maître. A. Lecours, notary, on the 6th of September, 1895, by which Claude Gravel sold to the said Stanislas and Ludger Ouellette the immovable described as follows in the said deed : “ A lot of land situate and being in Côte Saint Louis in the said parish of St. Laurent, containing two arpents in width by five arpents in depth, and thence having three arpents in width by ten arpents in depth, the whole more or less, without warranty of precise measurement, whatever may be the difference, known as lot number two hundred and twenty-nine (229) on the official plan and book of reference of the said parish of St. Laurent, bounded in front partly by the Queen’s highway and partly by Gervais Cousineau, in rear by Ludger Tassé, on one side by Gervais Cousineau and on the other by Benjamin Nadon and the heirs Chamereau *dit* St. Vincent, with the house and barn thereon erected,” — is hereby declared valid to all intents and purposes.

Minute of deed of 6th of September, 1895, declared valid.
Title to certain immovables declared perfect.
Coming into force.

2. The minute of the said deed of sale, a copy whereof is hereunto annexed, is declared to be as valid as though it had been duly executed and signed according to law. The representatives of the said Claude Gravel, the said Stanislas and Ludger Ouellette shall have a perfect title to the ownership of the immovable.

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

APPENDIX

BEFORE M^{RE}. ADOLPHIE LECOURS, the undersigned notary public, duly admitted for the Province of Quebec, one of the provinces of the Dominion of Canada, residing in the town of St. Laurent, in the district of Montreal,

CAME AND APPEARED :

CLAUDE GRAVEL, *père*, farmer, of the parish of St. Laurent in the said district,

Who declared that he had sold assigned, transferred and made over, henceforth and for ever, with warranty against all troubles whatsoever, to Messrs. STANISLAS and LUDGER OUELLETTE, traders, of the said parish of St. Laurent, hereunto present and accepting jointly as purchasers, for themselves, their heirs and assigns, to wit :

1. A lot of land situate and being in Côte St. Louis, in the said parish of St. Laurent, containing two arpents in width by five arpents in depth and thence having three arpents in width by ten arpents in depth, the whole more or less, without warranty of precise measurement, whatever may be the difference, known as lot number two hundred and twenty-nine (229) on the official plan and book of reference of the said parish of St. Laurent, bounded in front partly by the Queen's highway and partly by Gervais Cousineau, in rear by Ludger Tassé ; on one side by Gervais Cousineau and on the other by Benjamin Nadon and the heirs Chamereau *dit* St. Vincent, with the house and barn thereon erected.

2. A lot of land situate in the said parish of St. Laurent, known and designated as forming part of number two hundred and thirty-two (232) on the official plan and book of reference of the said parish of St. Laurent, containing one arpent in front and about four arpents in depth, the whole more or less, without warranty of precise measurement, bounded in front by the Queen's highway, on one side and in rear by the said Claude Gravel, and on the other side by the remainder of the said official lot without any buildings thereon erected.

As the whole now is and exists, with circumstances and dependencies.

The said purchasers, their heirs and assigns, to enjoy, use and dispose, in full ownership, of said lots of land and to take possession thereof on the thirtieth day of September instant, 1895.

Without any exception or reservation by the said vendors, to whom the said lots of land belong through having acquired them by good and valid titles: 1. By deed of sale by Magloire Laurin to Claude Gravel passed before N. M. Lecavalier, rotary, and registered in the former division of Montreal under the number 82,662 ; 2. By deed of sale by Gervais Cousineau, *fls*, to Claude Gravel, passed before Nap. Viau, notary, registered in the registry office of the counties of Hochelaga and Jacques Cartier under the number 33,507.

The said lots of land being in the *censive* and seigniory of the island of Montreal, but commuted by purchase of *lods et vente*, by title deed dated the sixth day of the month of September in the year eighteen hundred and ninety-five,

that is from this day. The said vendor binds himself to pay for the assessments for the present church.

Such sale is so made for the price and sum of three thousand, five hundred dollars (\$3,500), payable as follows: the first payment shall be four hundred dollars (\$400), payable on St. Michael's day, next year, 1896, and the same payment to be repeated on the same date in each following year, with interest at six per cent. per annum, from the twenty-ninth of September next.

The parties have stipulated that, within four years from the 29th September next, the capital and interest of the present price of sale shall be wholly paid up.

And as security for the payment of the aforesaid price and interest, the aforesaid lots of land so sold shall be and remain hypothecated in favor of the said vendor by privilege of first mortgagee (*baillieur de fonds*).

For the purposes of this deed, ALDÉRIC GRAVEL, farmer, and DAME MÉLINA AUCLAIR, his wife, both of the said parish of St. Laurent, the latter duly authorized by her said husband, have become parties thereto, and after taking communication of the present deed, they have approved, accepted, confirmed and ratified the same, renouncing all their rights, dowries, hypothecs and other claims whatsoever or matrimonial benefits which they may or might have, both for themselves and for their children, born or to be born, of their present marriage; the whole in favor of the persons above mentioned, giving all discharges of hypothecs which the law requires in that respect.

And, by means of these presents, the said vendor has conveyed to the said purchasers, their heirs and assigns, all rights of property, possession and other matters generally whatsoever which he might have, demand or claim in or to the above, and of the whole whereof he has dispossessed and disseized himself to vest the same in the said purchasers, their heirs and assigns, consenting that they be seized and placed in possession by and as the same may appertain, and appointing to that end the bearer of these presents as his attorney, giving him power so to do. For thus, &c.

And for the execution of these presents and their consequences the said parties have elected domicile at their residences above mentioned, at which place, etc., notwithstanding, etc., promising, etc., binding themselves, etc., renouncing, etc.

WHEREOF ACTE,

DONE AND PASSED in the town of Saint Laurent in the office of M^{re}. A. Lecours, the undersigned notary, under the number of the minutes of his repertory on the sixth day of the month of September, eighteen hundred and

ninety-five, and the parties have signed with the said notary, these presents first duly read.

(Signed) CLAUDE GRAVEL,
 “ STANISLAS OUELLETTE,
 “ LUDGER OUELLETTE,
 “ MÉLINA AUCLAIR,
 “ ALDÉRIC GRAVEL.

Compared with the original of these presents found in the repertory of A. Lecours, notary public for the Province of Quebec, which repertory is deposited in the archives of the Superior Court of Montreal, and given as a true copy ; nine marginal notes are good, with the remark that the last eight notes likewise exist in the margin of the original ; that the second, third, sixth, seventh, eight and ninth are not initialed, either by the parties or by the notary ; that the fourth and fifth bear the initials of the parties only, although all the said last eight marginal notes have a corresponding reference in the body of the deed, and finally that the notary has not signed the minute, the latter containing at the foot thereof merely the signature of the parties.

E. LAMONTAGNE,
 Deputy Prothonotary, S. C.

Montreal, this 15th September, 1898.

CHAP. 113

An Act to define the rights of the children of Dame Helen Johnston under her marriage contract and her late husband's will, and to ratify and confirm certain deeds

[Assented to 26th March, 1902]

WHIEREAS Dame Helen Johnston, widow of the late Preamble. William Watson Ogilvie, Albert Edward Ogilvie, William Watson Ogilvie, the two latter as well personally as in their capacity of executors of the will and codicil of the said late William Watson Ogilvie, and Archibald MacNider and Samuel A. McMurtry, in their capacity as executors of the said will and codicil, all of the city and district of Montreal, have, by petition, represented :

That, by a certain contract of marriage passed between Dame Helen Johnston and the late William Watson Ogilvie,