

f. Twenty-two thousand five hundred dollars, balance of the price due under the deed of sale, J. A. Charlebois, notary, 23rd September, 1884, registered 25th October, 1884, No. 70,785.

Guarantee of the Government.

And the party of the third part, acting on behalf of the Government of the Province of Quebec, guarantees the payment of the capital and interest of the present loan, And further undertakes, on behalf of the said Government, to have this guarantee ratified by the Legislature of said Province, at its next session ;

Whereof act :

Thus done and passed at the city of Montreal, on the twenty-ninth day of June, one thousand eight hundred and ninety-three, and of record in the office of the said Mtre. Marler, under the number nineteen thousand four hundred and forty-eight.

And after due reading hereof, the parties signed in the presence of said notary.

(Signed,)	Sister MARIE EMMA SIROIS, dite St. Théodore, <i>Dépositaire.</i>
"	LOUIS P. PELLETIER, Prov. Secy.
"	W. M. RAMSAY,
"	W. DE M. MARLER, N.P.

A true copy of the original hereof remaining of record in my office.

(Signed,) W. DE M. MARLER, N.P.

C A P. VIII.

An Act to assure a valid discharge to the Government and to define the persons to whom the Government shall pay over a certain part of the price of sale of the Beauport Asylum.

[Assented to 8th January, 1894.]

Preamble.

WHEREAS, by deed made and passed at Quebec, on the seventh of April, 1893, before V. W. LaRue, esquire, notary, between the Honourable Philippe Landry and others, *Les Sœurs de la Charité de Québec* and the Government of the Province of Quebec, the property known as Beauport Asylum was sold to the said *Sœurs de la Charité*, the whole as appears by the schedule hereto annexed, which is a copy of the said deed ;

Whereas one of the vendors to the said deed, to wit : Dame Joséphine Delphine Lavigne, could not lawfully dispose, in a complete and absolute manner, of an undivided share in the property so sold ;

Whereas the said contract of the seventh of April contains the two following clauses, and it is expedient to give effect thereto ;

“ And whereas it appears that the said Dame Joséphine Delphine Lavigne has not the right to dispose of the ownership of the undivided half of the said property, of which she has the usufruct by the will of her late husband ; and whereas the other parties interested in the said undivided half cannot, either, dispose of their rights, because there are minors, or because there are eventual, not liquidated and uncertain rights ; and whereas it is to the greater interest of all concerned that the said property be sold, owing to the expiration, on the first of May next, of the contract between the proprietors of the Asylum and the Government of the Province, the said party of the third part undertakes to obtain the ratification of these presents from the Legislature of the Province of Quebec, at its next session, so as to give them their effect as regards all the parties interested, and to have any other act passed which might be necessary for the protection of their rights ;

“ And pending such legislation, the party of the third part shall keep in its hands all amounts representing the capital of the price of sale of that portion of the said property belonging to the said Dame Joséphine Delphine Lavigne in usufruct :”

Whereas by his last will made before Jean Alfred Charlebois and his confrère, notaries, at Quebec, on or about the sixteenth of August, eighteen hundred and seventy-eight, the said François Elzéar Roy disposed of his property as follows :

“ 3. I give and bequeath to Delphine Joséphine Lavigne, my wife, the usufruct and enjoyment, during her lifetime, of all my property, both moveable and immoveable, forming part of my estate without exception, to enjoy the same from the date of my death, and, upon her death, I desire that by her will she may dispose of one half of my property to her bequeathed in favor of any person she pleases. As to the ownership in the other half, I give and bequeath the same as follows : One fourth to the children of my brother Louis Joseph Roy, one fourth to be divided between my brothers Charles and Saluste Roy, and the two other fourths to my three sisters, to wit : Virginie Roy, widow of Mr. Alexandre Dionne ; Octavie Roy, widow of Mr. François Richard, and the children of Georgine Roy, deceased wife of Mr. Clovis Miville ; each sister and her family having a right to one third.

" 4. If my wife should neglect to dispose of the other half of my estate, I will and order that such other half of my property be divided as follows : half to my grand nieces, Blanche and Alma Benoit ; if madame Lavigne, my mother-in-law, should then be alive, she shall have the usufruct of that portion, and the other half of my succession to my natural heirs.

" Those of my brothers and sisters now dead, or who should die before the opening of my succession, shall, for all the purposes of the present will, be represented by their children, who will inherit and divide by roots and not by heads."

Whereas the natural and eventual legatees and heirs of the said François Elzéar Roy are amongst others the following, to wit :

Dame Joséphine Delphine Lavigne, of the city of Quebec, widow of the aforesaid François Elzéar Roy ; Dame Cathérine Bélanger, of the city of Quebec, widow of Mr. Eusèbe Lavigne ;

Louis Joseph Roy, of the town of Springfield, in the State of Massachussets, esquire, physician ; Elzébert François Edouard Roy, of the city of Ottawa, secretary of the Department of Public Works of Canada ; Dame Suzanne Corinne Roy, wife contractually separated as to property of Alphonse Pouliot, of the city of Quebec, esquire, advocate, the three latter being the children of the late Mr. Louis Joseph Roy ;

Dame Alma Roy, wife contractually separated as to property of Auguste Emile Sylvain, of the town of Manchester, in the State of New Hampshire, esquire, physician ; Dame Marie Elianne Esther Roy, wife of Amédée Joseph Chénest Beaubien, of the parish of Cap St. Ignace, esquire, notary, and the latter as well personally as to assist his wife ; Dame Léonie Roy, in religion Sister Ste. Charlotte, one of the religious ladies of the community of *Les Sœurs de la Charité de Québec* ; Dame Adrienne Roy, in religion Sister St. Aimé de Jésus, one of the religious ladies of the Convent of the *Précieux Sang*, of the city of Ottawa ; Dame Eva Roy, wife of Donald McDonald, of the town of Levis, esquire, and the said Donald McDonald, in his quality of husband of the said Dame Eva Roy,—the five heirs so lastly mentioned being the children of the late Mr. Charles Roy, in his lifetime of Ste. Anne de la Pocatière, land surveyor ;

Dame Clara Roy, wife contractually separated as to property of Ernest Lefebvre, of the city of Quebec, merchant's clerk ; Dame Joséphine Roy, wife contractually separated as to property of Gustave Verrault, of the parish of St. Jean Port Joli, esquire, notary ; Saluste Roy, esquire, house physician of Beauport Asylum ; Dame Corinne Roy, wife contractually separated as to property of Mr. Sylvio Pelletier, of Fraserville, merchant ; Joseph Roy, of the town

of Brunswick, in the State of Maine, esquire, physician ; Alfred Roy, of the town of Lawrence, in the State of Massachusetts, merchant's clerk ; Dame Sophie Carrière, of the parish of St. Jean Port Joli, widow of Mr. Saluste Roy, in his lifetime of the said parish of St. Jean Port Joli, physician, in her quality of tutrix in due form of law appointed to Amelia Roy, Marie Louise Roy and Henri Roy, children still minors issue of her marriage with the said late Mr. Saluste Roy,—the said Clara, Joséphine, Saluste, Corinne, Joseph, Alfred, Amelia, Marie Louise and Henri being all children issue of the marriage of the said late Mr. Saluste Roy ;

Dame Virginie Roy, of the parish of Ste. Anne de la Pocatière, widow of Mr. Alexandre Dionne, in his lifetime farmer ;

Dame Octavia Roy, of the parish of Ste. Anne de la Pocatière, widow of Mr. François Richard ;

François Miville, chemist, Saluste Miville, merchant, Clémentine Miville, spinster, all of the town of Manchester, in the State of New Hampshire ; Dame Alice Miville, wife of Alfred Roy, above mentioned as merchant's clerk, of the town of Lawrence ; Narcisse Elzébert Miville, chemist, of the town of Lawrence, in the State of Massachusetts ; Clovis Miville, merchant, of the town of Worcester, in the State of Massachusetts ; Philippe Miville, of the same place ; and Edmond Miville, farmer of the parish of St. Prime du Lac St. Jean,—the said François, Saluste, Clémentine, Narcisse Elzébert, Clovis, Philippe, Alice and Edmond Miville, all being children issue of the marriage of the said Dame Georgine Roy with the late Mr. Clovis Miville ;

Dame Joséphine LeBouthillier, of the city of Quebec, widow of Mr. Narcisse Emile Roy, in his lifetime physician, of Gaspé Basin, in her quality of tutrix, in due form of law appointed, to her minor child Charles Joseph Narcisse Vanderheyden Roy, issue of her marriage with the said late Mr. Narcisse Émile Roy ;

Dame Alma Benoit, wife of Mr. George Garneau, of the city of Quebec, merchant, and Dame Blanche Benoit, wife of Mr. Antonio Painchaud, of the city of Quebec, merchant ;

The legal representatives of the late dame Arthémise Roy, wife of Alphonse Pelletier, of the parish of St. Roch des Aulnaies, farmer ;

Whereas the rights of the natural and eventual legatees and heirs above mentioned are in the *nue propriété* of the following, to wit :

“ 1. The numbers five hundred and ninety and five hundred and ninety-one (590 and 591) of the official plan and book of reference of the cadastre of St. Rochs north, and number seven hundred and thirty nine (739) of the official

plan and book of reference of the cadastre of the parish of Beauport, in the county of Quebec, with all the buildings thereon erected, circumstances and dependencies, forming and comprising all that is generally known as the Beauport Asylum or Quebec Insane Asylum and its dependencies, with all the buildings, works, ornaments, roads, fences, etc., etc., everything without exception, in and upon the said properties.

"2. Everything in and upon the said properties and their dependencies or serving in connection with the use of the same, in the way of furniture and moveables, without any exception or reserve whatsoever ;"

Whereas the said property has been sold for a sum of four hundred and twenty-five thousand dollars (\$425,000), of which three hundred and twenty-seven thousand dollars (\$327,000) for the immoveables and ninety-eight thousand dollars (\$98,000) for the moveables ;

Whereas there remained, at the time of the sale, hypothecary debts against the said property amounting to the sum of ninety-eight thousand dollars (\$98,000), whereof eighty-three thousand five hundred dollars (\$83,500) for the share of the legatees and heirs of the estate F. E. Roy and the vendors guaranteed that there were no other debts affecting the said property ;

Whereas the said *Sœurs de la Charité*, as they were bound under the deed reproduced in the schedule annexed to this act, have made arrangements whereby the vendors are liberated from the said sum of ninety-eight thousand dollars (\$98,000) ;

Whereas the balance coming to the vendors, all debts being paid, amounts to the sum of three hundred and twenty-seven thousand dollars (\$327,000), whereof one hundred and twenty-nine thousand dollars (\$129,000) represented the share of the estate Roy, which balance was, by the said deed, made payable in sixty years, counting from the first of May last, eighteen hundred and ninety-three, by sixty annual payments of eighteen thousand six hundred dollars (\$18,600) currency, including together the usufruct and enjoyment of the said Dame Joséphine Delphine Lavigne, as well as the *nue propriété* of the natural and eventual legatees and heirs of the late François Elzéar Roy ;

Whereas, out of the said annual payments of eighteen thousand six hundred dollars (\$18,600), the said Honourable Philippe Landry has a right to receive the sum of five thousand two hundred and eighteen dollars and eighty-four cents (\$5,218.84), the said Mr. Antoine LaRue, the sum of six thousand and forty-three dollars and fifty-six cents (\$6,043.56) ; and whereas there remains an annual sum of seven thousand three hundred and thirty-seven dollars and sixty cents (\$7,337.60), representing the joint rights of the

said Dame Joséphine Delphine Lavigne, and of the other legatees and heirs of the late François Elzéar Roy ;

Whereas, in order to assure a valid discharge to the Government, and to the *Sœurs de la Charité*, it is expedient to enact to whom and how the said sum of seven thousand three hundred and thirty-seven dollars and sixty cents (\$7,337.60) shall be paid ;

Therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

HOW AND TO WHOM SHALL THE PAYMENTS BE MADE
DURING THE LIFETIME OF DAME JOSÉPHINE
DELPHINE LAVIGNE.

1. During the life of the said Dame Joséphine Delphine Lavigne, from and out of the said annual sum of seven thousand three hundred and thirty-seven dollars and sixty cents (\$7,337.60), the enjoyment and usufruct of the said Dame Joséphine Delphine Lavigne is declared to be worth and represent an annual sum of six thousand five hundred and forty-five dollars and sixty cents (\$6,545.60), and the property (*nue propriété*) is declared to be worth and to represent the balance, namely, an annual sum of seven hundred and ninety-two dollars (\$792.00).

Value of usufruct and *nue propriété* of proceeds of sale of Asylum.

2. The said annual sum of seven hundred and ninety-two dollars (\$792.00) representing the value of the property (*nue propriété*), as established by the preceding section, is by these presents divided into two equal parts of three hundred and ninety-six dollars (\$396.00) each.

How amount of *nue propriété* is to be divided.

The said total sum of seven hundred and ninety-two dollars (\$792.00) shall be deposited by quarterly payments of one hundred and ninety-eight dollars (\$198.00) each, at the dates mentioned in the contract of the seventh of April, eighteen hundred and ninety-three, in the *Caisse d'Economie de Notre-Dame de Québec*, or in any other monetary institution, as provided by section 4 of this act, and such deposits shall be a valid discharge for the Government.

Deposit to be made.

3. One of these two parts, namely, the annual sum of three hundred and ninety-six dollars (\$396.00), shall be paid each year, on the fifth of January, by the said *Caisse d'Economie* or other monetary institution which shall have such deposit, to the heirs of the late F. E. Roy, or to their representatives, in the following proportions :

Payment to certain persons of certain shares in half of deposit.

To the said Louis Joseph Roy, esquire, physician, of Springfield, or to his legal representatives, the sum of twenty-four dollars and seventy-five cents \$(24.75) ;

To the said Elzébert François Edouard Roy, esquire, of the said city of Ottawa, secretary of the Department of

Public Works, Canada, the sum of twenty-four dollars and seventy-five cents (\$24.75) ;

To the said Dame Suzanne Corinne Roy, wife of Alphonse Pouliot, esquire, of the city of Quebec, advocate, the sum of twenty-four dollars and seventy-five cents (\$24.75) ;

To the said Dame Alma Roy, wife of Auguste Emile Sylvain, esquire, physician, of the town of Manchester, the sum of nine dollars and ninety cents (\$9.90) ;

To the said Dame Marie Élianne Esther Roy, wife of Amédée Joseph Chenest Beaubien, esquire, notary, of the parish of Cap St. Ignace, the sum of nine dollars and ninety cents (\$9.90) ;

To the said Dame Léonie Roy, in religion Sister Ste. Charlotte, of the convent of the *Sœurs de la Charité de Québec*, the sum of nine dollars and ninety cents (\$9.90) ;

To the said Dame Adrienne Roy, in religion Sister St. Aimé de Jésus, of the *Couvent du Précieux Sang*, of the city of Ottawa, the sum of nine dollars and ninety cents (\$9.90) ;

To the said Dame Eva Roy, wife of Donald McDonald, esquire, of the town of Levis, the sum of nine dollars and ninety cents (\$9.90) ;

To the said Dame Clara Roy, wife of Ernest Lefebvre, merchant's clerk, of the city of Quebec, the sum of five dollars and fifty cents (\$5.50) ;

To the said Dame Joséphine Roy, wife of Gustave Verreault, esquire, notary, of the parish of St. Jean Port Joli, the sum of five dollars and fifty cents (\$5.50) ;

To the said Saluste Roy, esquire, house physician of the Beauport Asylum, the sum of five dollars and fifty cents (\$5.50) ;

To the said Dame Corinne Roy, wife of Mr. Sylvio Pelletier, of Fraserville, the sum of five dollars and fifty cents (\$5.50) ;

To the said Joseph Roy, esquire, physician, of the town of Brunswick, the sum of five dollars and fifty cents (\$5.50) ;

To the said Alfred Roy, merchant's clerk, of the town of Lawrence, the sum of five dollars and fifty cents (\$5.50) ;

To the said Dame Sophie Carrière, of the parish of St. Jean Port Joli, widow of the late Mr. Saluste Roy, in his lifetime of St. Jean Port Joli, physician, in her quality of tutrix duly appointed to Amélia Roy, Marie Louise Roy and Henri Roy, minor children issue of her marriage with the said late Mr. Saluste Roy, the sum of sixteen dollars and fifty cents (\$16.50) ;

To the said Dame Virginie Roy, of Ste. Anne de la Pocatière, widow of Alexandre Dionne, the sum of sixty-six dollars (\$66.00) ;

To the said Dame Octavie Roy, of the parish of Ste. Anne de la Pocatière, widow of François Richard, esquire, the sum of sixty-six dollars (\$66.00) ;

To the said François Miville, chemist, of the town of Manchester, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Saluste Miville, of the same place, merchant, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Clementine Miville, spinster, of the same place, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Alice Miville, wife of Alfred Roy, above mentioned, of the town of Lawrence, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Narcisse Elzébert Miville, chemist, of the town of Lawrence, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Clovis Miville, merchant, of the town of Worcester, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Philippe Miville, of the same place, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Edmond Miville, of the parish of St. Prime du Lac St. John, the sum of eight dollars and twenty-five cents (\$8.25) ;

To the said Dame Joséphine LeBouthillier, of the city of Quebec, widow of Narcisse Emile Roy, in his lifetime physician, of Gaspé Basin, in her capacity of tutrix duly appointed to her minor child, Charles Joseph Narcisse Vanderheyden Roy, issue of her marriage with the said late Narcisse Emile Roy, the sum of twenty-four dollars and seventy-five cents (\$24.75).

4. The other of the said two equal parts of the said *nue propriété*, to wit, the sum of three hundred and ninety-six dollars (\$396.00), shall remain on deposit in the *Caisse d'Economie Notre-Dame de Québec*, or in any other monetary institution, or provident or savings bank selected by the Lieutenant-Governor in Council, except in the cases hereinafter provided for, at compound interest, until the death of the said Dame Joséphine Delphine Lavigne.

The rate of such interest shall be that usually allowed in the ordinary course of business on deposits by the provident or savings banks above mentioned.

Such deposit shall be made in the name of "the estate of the late F. E. Roy."

On application to him to that effect, the Lieutenant-Governor in Council may, if he deem expedient, in the interest of the eventual heirs, order that such deposits and the accrued interest thereon be withdrawn from the institution in which they shall be deposited, to be deposited elsewhere in another institution provided for by the first paragraph of the present section.

The Province shall not be responsible for such deposits nor for the accrued interest thereon, but such deposits and

Deposit of
other half
at interest.

Rate of interest.

In what name
deposit to be
made.

Other deposit
may be authorized.

Irresponsibility of government for de-

posit and liability of institution receiving same on deposit.

Deposit with persons selected by heirs may be authorized.

Receipt by such person to discharge Government.

By whom suit may be taken.

Receipt by Mrs. Roy of certain sum, &c., discharge to be given by her.

interest shall constitute as against the provident or savings bank which shall have received them under this section, a privilege over any other, even those provided for by the Code of Civil Procedure, by any municipal charter or by any other law of the Province.

The Lieutenant-Governor in Council may, upon application made to him unanimously by all the persons mentioned as natural or eventual heirs in the preamble of this act, or by their legal representatives (the tutors or tutrices to minors being empowered to sign the agreements prescribed by the present paragraph), order that the deposits made up till then and the interest accrued on the same be withdrawn, to be placed in the hands of a person or of persons whom the said heirs and persons interested may indicate, and he may, besides, in the same manner and at any time, order that these deposits, instead of being made in a provident or savings bank, shall be made to such person or persons thus chosen unanimously.

The receipts that such person or persons may give for any sum of money which he or they may have received by virtue of the preceding paragraph, will be a valid and final discharge, without any recourse, in so far as the Government of the Province is concerned.

The Attorney General of the Province may institute, on behalf of Her Majesty, all legal proceedings required to enforce the present section.

5. During the lifetime of the said Dame Joséphine Delphine Lavigne, the latter shall herself receive, under the terms and conditions of the said contract of the seventh of April, eighteen hundred and ninety-three, at the office of the Treasurer of the Province, and may give a valid receipt for, the sum of six thousand five hundred and forty-five dollars and sixty cents (\$6,545.60), determined by section one of the present act, as representing the value of her usufruct.

HOW AND TO WHOM SHALL THE PAYMENTS BE MADE AFTER THE DEATH OF THE SAID DAME JOSÉPHINE DELPHINE LAVIGNE.

Who may claim amounts deposited under section 4 and interest thereunder.

6. Upon the death of the said Dame Joséphine Delphine Lavigne, the annual deposits to the credit of the estate of the late F. E. Roy, by virtue of section 4 of this act, and the interest accruing on the same, may be duly claimed from the provident or savings bank, person or persons holding them at that time, by those whom the said Joséphine Delphine Lavigne may have by will instituted heirs or legatees to the same, and, in default of a valid and legal will, by those, or the legal representatives of those whom the said late Sieur F. E. Roy has designated in the

fourth clause of his will, as reproduced in the preamble of the present act, and in such proportions and in the manner therein prescribed.

7. From and after the death of the said Dame Joséphine Delphine Lavigne, the said sum of seven thousand three hundred and thirty-seven dollars and sixty cents (\$7,337.60) shall be deposited by quarterly payments of eighteen hundred and thirty-four dollars and forty cents (\$1,834.40) each, at the times mentioned in the contract of the seventh of April, eighteen hundred and ninety-three, in the *Caisse d'Economie de Notre-Dame de Québec*, or in any other monetary institution, as provided by section 4 of this act; and such deposits shall constitute a complete discharge for the Government, and shall, as regards the balance of sixty years yet to lapse, become payable, by the said *Caisse d'Economie* or other monetary institution, yearly as follows :

Deposit of certain sum quarterly after Mrs. Roy's death.

Deposit to be a discharge for Government.

Annual payment to certain persons.

(a). One half of that sum, to wit: three thousand six hundred and sixty-eight dollars and eighty cents (\$3,668.80), to the heirs whom the said Dame Joséphine Delphine Lavigne shall have instituted by her will, and, in default of a legal and valid will, to the eventual heirs instituted by the fourth clause of the will of the late F. E. Roy, and in the manner and proportion therein prescribed ;

(b). The other half of the said annual sum, namely, the said sum of three thousand six hundred and sixty-eight dollars and eighty cents (\$3,668.80), shall be divided and paid in the proportions and to the persons following ;

To the said Louis Joseph Roy, esquire, physician, of Springfield, or his legal representatives, the sum of two hundred and twenty-nine dollars and thirty cents (\$229.30) ;

To the said Elzébert François Edouard Roy, esquire, of the city of Ottawa, Secretary of the Department of Public Works of Canada, the sum of two hundred and twenty-nine dollars and thirty cents (\$229.30) ;

To the said Dame Suzanne Corinne Roy, wife of Alphonse Pouliot, esquire, of the city of Quebec, advocate, the sum of two hundred and twenty-nine dollars and thirty cents (\$229.30) ;

To the said Dame Alma Roy, wife of Auguste Emile Sylvain, esquire, physician, of the town of Manchester, the sum of ninety-one dollars and seventy-two cents (\$91.72) ;

To the said Dame Marie Elianne Esther Roy, wife of Amédée Joseph Chenest Beaubien, esquire, notary, of the parish of Cap St. Ignace, the sum of ninety-one dollars and seventy-two cents (\$91.72) ;

To the said Dame Léonie Roy, in religion Sister Ste. Charlotte, of the Convent of *les Sœurs de la Charité de Québec*, the sum of ninety-one dollars and seventy-two cents (\$91.72) ;

To the said Dame Adrienne Roy, in religion Sister Ste. Aimée de Jésus, of the *Couvent du Précieux Sang* of the city of Ottawa, the sum of ninety-one dollars and seventy-two cents (\$91.72) ;

To the said Dame Eva Roy, wife of Donald McDonald, esquire, of the town of Levis, the sum of ninety-one dollars and seventy-two cents (\$91.72) ;

To the said Dame Clara Roy, wife of Ernest Lefebvre, merchant's clerk, of the city of Quebec, the sum of fifty dollars and ninety-five cents (\$50.95) ;

To the said Dame Joséphine Roy, wife of Gustave Verrault, esquire, notary, of the parish of St. Jean Port Joli, the sum of fifty dollars and ninety-five cents (\$50.95) ;

To the said Saluste Roy, esquire, house physician to the Beauport Asylum, the sum of fifty dollars and ninety-five cents (\$50.95) ;

To the said Dame Corinne Roy, wife of Mr. Sylvio Pelletier, of Fraserville, the sum of fifty dollars and ninety-five cents (\$50.95) ;

To the said Joseph Roy, esquire, physician, of the town of Brunswick, the sum of fifty dollars and ninety-five cents (\$50.95) ;

To the said Alfred Roy, merchant's clerk, of the town of Lawrence, the sum of fifty dollars and ninety-five cents (\$50.95) ;

To the said Dame Sophie Carrière, of the parish of St. Jean Port Joli, widow of Mr. Saluste Roy, in his lifetime physician, of St. Jean Port-Joli, in her quality of tutrix duly appointed to Amelia Roy, Marie Louise and Henri Roy, still minor children issue of her marriage with the said Sieur Saluste Roy, the sum of one hundred and fifty-two dollars and eighty-six cents (\$152.86) ;

To the said Dame Virginie Roy, of Ste. Anne de la Pocatière, widow of Mr. Alexandre Dionne, the sum of six hundred and eleven dollars and forty-six cents (\$611.46) ;

To the said Dame Octavie Roy, of the parish of Ste. Anne de la Pocatière, widow of Mr. François Richard, the sum of six hundred and eleven dollars and forty-six cents (\$611.46) ;

To the said François Miville, chemist, of the town of Manchester, the sum of seventy-six dollars and forty-three cents (\$76.43) ;

To the said Saluste Miville, of the same place, merchant, the sum of seventy-six dollars and forty-three cents (\$76.43) ;

To the said Clémentine Miville, spinster, of the same place, the sum of seventy-six dollars and forty-three cents (\$76.43) ;

To the said Alice Miville, wife of Alfred Roy above mentioned, of the town of Lawrence, the sum of seventy-six dollars and forty-three cents (\$76.43) ;

To the said Narcisse Elzébert Miville, chemist, of the town of Lawrence, the sum of seventy-six dollars and forty-three cents (\$76.43);

To the said Clovis Miville, merchant, of Worcester, the sum of seventy-six dollars and forty-three cents (\$76.43);

To the said Philippe Miville, of the same place, the sum of seventy-six dollars and forty-three cents (\$76.43);

To the said Edmond Miville, of the parish of St. Prime du Lac St. Jean, the sum of seventy-six dollars and forty-three cents (\$76.43);

To the said Dame Joséphine LeBouthillier, of the city of Quebec, widow of Mr. Narcisse Emile Roy, esquire, in his lifetime of Gaspé Basin, physician, in her capacity of tutrix duly appointed to her minor child, Charles Joseph Narcisse Vanderheyden Roy, issue of her marriage with the said Narcisse Emile Roy, the sum of two hundred and twenty-nine dollars and thirty cents (\$229.30).

TRANSITORY PROVISIONS.

8. Nothing in this act contained shall be interpreted as depriving the natural and eventual legatees and heirs, ^{Certain rights, &c., not affected by this act.} constituted by the will of the said late F. E. Roy, of the right of exercising any valid and legal recourse which they might have exercised if this act had not been passed.

9. The division, partition and indication of payment, ^{When division, &c., shall be deemed to have taken effect.} determined by this act, shall have the same force and effect as if this act had been sanctioned on the seventh of April last.

10. The bond and mortgage granted by the said Dame Joséphine Delphine Lavigne, upon the undivided half of ^{Certain bond and mortgage annulled.} the said Beauport Asylum, before a judge of the Superior Court, on the seventeenth day of March, eighteen hundred and eighty-eight, as a condition precedent to her entering into the enjoyment of the property of the said F. E. Roy, are hereby annulled, and the registrar of the registration division of Quebec shall be obliged to cancel the same upon application of the said *Sœurs de la Charité* or any other person interested.

11. This act shall come into force on the day of its sanction. ^{Coming into force.}

SCHEDULE.

CONTRACT OF SALE OF BEAUPORT ASYLUM.

On the seventh day of April, in the year one thousand eight hundred and ninety-three,

Before V. Wenceslas LaRue, notary public, for the Province of Quebec, residing and practising in the city of Quebec,

Came and appeared :

The Honorable Philippe Landry, senator, residing at Villa Mastai, in the parish of St. Roch de Québec, near the city of Quebec ; George Antoine LaRue, of the parish of Beauport, esquire, physician and surgeon, and Dame Joséphine Delphine Lavigne, of the city of Quebec, widow of the late F. E. Roy, in his lifetime of the city of Quebec, physician and surgeon, all three in their capacity of proprietors *par indivis* and usufructuaries of the Beauport Insane Asylum, as follows : The Honourable Philippe Landry, proprietor of one-fourth, George Antoine LaRue, as tutor to his minor children, proprietor of one-sixth, and he himself personally, proprietor of one-twelfth, and Dame Joséphine Delphine Lavigne, as usufructuary of one-half, and as holding such other rights as may be vested in her under the will of the late F. E. Roy, her husband ; the said G. A. LaRue, also acting under powers conferred on him by the late Dame Cécile Landry, his wife, by virtue of her will made on the 29th of June, one thousand eight hundred and eighty-seven, before J. B. Delage, notary, parties of the first part ;

The religious community called *Les Sœurs de la Charité de Québec*, a body politic and corporate, having its chief place of business in Quebec, and herein represented by Dame Marie Emma Sirois, of the city of Quebec, in religion Sister St. Théodore, *dépositaire* of the said community, and specially authorized for the purposes of these presents by a resolution passed by the council of *Les Sœurs de la Charité de Québec*, dated this day, and approved by His Lordship L. N. Bégin, Coadjutor of His Eminence Cardinal Taschereau, Archbishop of Quebec ; a copy of which authorization so approved shall remain hereunto annexed after having been acknowledged by the said Sister St. Théodore in presence of the undersigned notary, party of the second part ;

Her Majesty, Our Sovereign Lady Queen Victoria, represented by the Honourable Louis Philippe Pelletier, of the city of Quebec, advocate, and Queen's Counsel, Provincial Secretary and Registrar, hereunto authorized by an Order in Council, dated the first of April instant, sanctioned the same day, and a copy whereof shall remain hereunto annexed, party of the third part.

Which said parties did, on this day, enter into the following covenants, to wit :

The parties of the first part sell, assign and transfer with legal guarantee unto the parties of the second part thereof accepting :

1. The numbers five hundred and ninety and five hundred and ninety-one (590 and 591) of the official plan and book of reference of the cadastre of St. Rochs North, and number seven hundred and thirty-nine (739) of the official plan and book of reference of the cadastre of the parish of Beauport, in the county of Quebec, with all the buildings thereon erected, circumstances and dependencies, forming and comprising all that is generally known as the Beauport Asylum or Quebec Insane Asylum and its dependencies, with all the buildings, works, ornaments, roads, fences, etc., etc., everything without exception, in and upon the said properties, and which has been valued at the sum of four hundred and ninety-six thousand one hundred and fifty-four dollars (\$496,154) by the valuers, J. F. Peachy and F. X. Berlinguet, at the valuation made during the year one thousand eight hundred and ninety-two (1892), and the report whereof is dated the sixteenth September, one thousand eight hundred and ninety-two, and is deposited in the Provincial Secretary's office, and is well known to the parties ;

2. Everything in and upon the said properties and their dependencies or serving in connection with the use of the same, in the way of furniture and moveables, without any exception or reserve whatsoever.

This sale is made for and in consideration of the total sum of four hundred and twenty-five thousand dollars (\$425,000), as follows : everything hereinabove firstly sold for three hundred and twenty-seven thousand dollars, and everything hereinabove secondly sold for ninety-eight thousand dollars.

The parties of the first part declare that there are hypothecary debts upon the said properties to the amount of ninety-eight thousand dollars, and warrant that there are no hypothecary debts exceeding the above sum in capital and interest.

The parties of the second part shall be bound to suffer the servitude of the water-works mentioned in the deed of the twenty-first of December, one thousand eight hundred and eighty-six, before J. A. Charlebois, notary, between the testamentary executors of the late Jean Etienne Landry and Philippe Landry, registered on the second of March, one thousand eight hundred and eighty-seven, under the number 75,531.

On the first of May next (1893), the parties of the second part shall become responsible—to the entire acquittance

and discharge of the parties of the first part—for the said sum of ninety-eight thousand dollars (\$98,000), and the interest on the said sum from and after the said first of May towards the creditors of the amounts forming the total thereof, and they shall pay off the said sum of ninety-eight thousand dollars, or shall make arrangements with the said hypothecary creditors in such manner that the parties of the first part shall never be troubled by them.

As to the sum of three hundred and twenty-seven thousand dollars (\$327,000), representing the price of sale of the immoveables, it shall be paid by the party of the second part to the party of the first part in sixty years, counting from the first of May next, by sixty annual payments of eighteen thousand six hundred dollars each (\$18,600), comprising the interest and the sum devoted to the sinking fund. These annual payments shall be made quarterly, in amounts of four thousand six hundred and fifty dollars each, on the first of February, May, August and November in each year, consecutively, the first whereof shall be due on the first of August next.

It is understood that the said parties of the second part, buy everything above mentioned, with the object of taking charge, under another contract passed this day before J. A. Charlebois, notary, of the care and keeping of the insane now in the said asylum or who may be so in future, and that upon the amounts which shall be due by the party of the third part for the quarterly accounts which shall be sent in for the care and keeping of the said insane, there shall be retained an amount sufficient to pay the said instalments of the annual payments above stipulated, besides the interest on the ninety-eight thousand dollars (\$98,000), so that, during the existence of the said contract between the parties of the second and third parts, the payment of the quarterly instalments on the three hundred and twenty-seven thousand dollars (\$327,000) shall be made directly to the parties of the first part or their representatives, at the office of the Provincial Treasurer, in the proportion to be determined between them.

If, at the expiration of the said contract, passed this day between the parties of the second and third parts, such contract be renewed, the quarterly payments shall continue to be made directly to the said parties of the first part or to their representatives as aforesaid, and if the said contract shall not be renewed, or if at any time the party of the third part should become the owner of the said properties, as set forth in clauses ten and eleven (10 and 11) of the other contract, passed this day between *Les Sœurs de la Charité* and the Government of this Province, then and in such case the said party of the third part shall continue to make

the said quarterly payments to the said parties of the first part or their representatives, during the period not then elapsed.

The party of the third part becomes warrantor to the party of the first part for the performance of all the obligations hereby contracted by the party of the second part, even for their legal capacity for so doing.

And whereas it appears that the said Dame Joséphine Delphine Lavigne has not the right to dispose of the ownership of the undivided half of the said property, of which she has the usufruct under the will of her late husband ; and whereas the other parties interested in the said undivided half cannot, either, dispose of their rights, because there are minors, or because there are eventual, not liquidated and uncertain rights ; and whereas it is to the greater interest of all concerned that the said property be sold, owing to the expiration, on the first of May next, of the contract between the proprietors of the Asylum and the Government of the Province, the said party of the third part undertakes to obtain the ratification of these presents from the Legislature of the Province of Quebec, at its next session, so as to give them their effect as regards all the parties interested, and to have any other act passed which might be necessary for the protection of their rights ;

And, pending such legislation, the party of the third part shall keep in its hands all amounts representing the capital of the price of sale of that portion of the said property belonging to the said Dame Joséphine Delphine Lavigne in usufruct ;

Whereas the contract of the proprietors of Beauport Asylum expires only on the first of May next, it is understood and agreed that the parties of the second part shall enter into possession of everything above sold, on the eighth of April instant, at noon, and that, for the whole time to lapse between the said eighth of April and the first of May next, the parties of the second part shall be paid by the Government for the patients at the rate of one hundred dollars per patient per annum ; and whereas the parties of the first part renounce the benefit of the contract which they have with the Government for that period, they shall receive, as indemnity, from the party of the third part, the difference for such period between one hundred dollars and one hundred and thirty-two dollars per annum, the price of the present contract.

This contract shall be ratified by an act of the Legislature at its next session.

The parties of the first part assigns and transfers unto the parties of the second part all their rights in virtue of the policies of insurance relating to everything above sold ; the said transfer to take effect at the moment when the

parties of the first part are to be delivered what is above sold, that is to say, on the eighth of April, at noon.

Thus done and passed at Quebec, under the number seven thousand nine hundred and seventy-seven of the minutes of the said V. W. LaRue.

In testimony whereof, the said parties have signed the above with me and in my presence, the same first duly read.

(Signed)	JOSEPHINE D. ROY.
"	Sister M. E. SIROIS, (called St. Théodore), <i>Dépositaire.</i>
"	PH. LANDRY,
"	G. A. LARUE,
"	LOUIS P. PELLETIER, Provincial Secretary.
"	V. W. LARUE, N. P.

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

(Signed) V. W. LARUE, N. P.

C A P . I X .

An Act respecting the revision and amendment of the Code of Civil Procedure of Lower Canada.

[Assented to 8th January, 1894.]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

Appointment
of Commission
authorized.

1. The Lieutenant-Governor in Council may appoint a commission to revise and amend the Code of Civil Procedure of Lower Canada, which shall consist of three commissioners selected from amongst the judges of the Court of Queen's Bench or the Superior Court, or advocates of this Province of at least ten years' standing, and of two secretaries, one speaking the English and the other speaking the French language, also selected from amongst the advocates of this Province.

Duties of
Commission.

2. The Commission shall proceed, with all possible diligence, with the revision and amendment of the said Code and of the laws connected therewith.

Instructions
to govern.

In matters not provided for by this act, it shall be guided by instructions from the Lieutenant-Governor in Council.

Reports by
Commission.

3. The Commission shall, from time to time, report its proceedings, and the progress of the work confided to it to the Lieutenant-Governor.