

How moneys
shall be em-
ployed.

purposes, the annual issues and profits of the said lands and property, and the said purchase money, capital and interest and revenues shall remain subject, both as to usufruct and as to property, to the dispositions contained in the wills of the late John Racey and his wife, Sarah Robinson, hereinabove referred to.

What proof
shall suffice to
release sure-
ties.

3. The said moneys shall be employed in the name of the Racey succession, the interest thereon shall be received by the person or persons who, under the said wills, would be entitled to the usufruct of the said real estate, and the principal shall not be drawn except by the person or persons who, under the said wills, have become incommutable proprietors of the said real estate.

4. The certificate, or any other legal proof, of the deposit or employment of the said purchase money shall be held as proof that the objects of the bail-bond have been fulfilled, and shall be sufficient to obtain the radiation of all hypothecs which the surety or sureties may have effected.

CAP. LXVII.

An Act to legalize a marriage settlement entered into between Arthur Wellesley White and Caroline Charlotte Young.

[Assented to 24th December, 1870.]

Preamble.

WHEREAS Arthur Wellesley White, a Lieutenant in Her Majesty's Royal Regiment of Artillery, lately residing in the city of Quebec, Caroline Charlotte Young, his wife, and the reverend Richard W. Norman, of the city of Montreal, Clerk in Holy Orders, have by their petition represented :

That on the fourteenth day of March, one thousand eight hundred and seventy, a certain contract of marriage was entered into between the said Arthur Wellesley White and Caroline Charlotte Young, at the city of Montreal, before J. T. Hunter, Notary public, in the words following :

"Be it remembered, that on the fourteenth day of March, in the year of our lord one thousand eight hundred and seventy, before the undersigned notary public, duly commissioned and sworn in and for the province of Quebec, in the Dominion of Canada, residing in the city of Montreal, in the said province,

“ Personally came and appeared Arthur Wellesley White, esquire, a lieutenant in Her Majesty's royal artillery, at present stationed at the city of Quebec, stipulating for himself and in his own name, of the first part, and Miss Caroline Charlotte Young, of the city of Montreal, a minor, issue of the marriage of the late Robert A. Young and Dame Mary Charlotte Norman, his wife, deceased, she, the said Caroline Charlotte Young, being duly authorized for the purposes hereof by her tutor, the Reverend Richard W. Norman, in his said capacity, being specially authorized hereto by *acte* of authorization duly homologated by Hubert Papineau and Honey, prothonotary of the superior court for the district of Montreal, the fourteenth day of March instant, (1870), of the second part ;

“ Which said parties hereto, in the presence of me, the said notary, have, in view of the marriage which it is intended by God's permission shall be had and solemnized between them, the said Arthur Wellesley White and Caroline Charlotte Young, made and entered into the following stipulations, covenants, provisos and agreements, for the disposal of the property which they now own or which they may hereafter acquire, to wit. :

“ *Firstly.*—No community of property, *communauté de biens*, shall at any time hereafter exist between the said Arthur Wellesley White and Caroline Charlotte Young, notwithstanding the *Coutume de Paris* and the Common Law of the country, from which they, the said parties hereto, do by these presents expressly derogate, and the provisions whereof they renounce, it being expressly understood by and between the said parties that they shall, each of them, be separated from the other as to property, *séparés de biens*, to all intents and purposes ;

“ By reason whereof the said parties hereto shall and will severally and respectively purchase and acquire, out of their own proper moneys, real or personal property to any extent or value whatsoever or wheresoever the same may be situate without the participation, authority or control of the other ;

“ To the effect whereof the said Arthur Wellesley White doth hereby authorize the said Caroline Charlotte Young, so far as the same may be necessary ;—And the said parties hereto shall and will, severally and respectively, have, possess and enjoy and dispose of their several and respective estates and property, real and personal, movable and immovable, which they now own, or which they may hereafter acquire by gift, legacy, purchase, inheritance or otherwise, as their own separate properties and estates, in every respect absolutely clear and exonerated, free and discharged of and from all and every debt, incumbrance, mortgage,

claim and demand of every kind whatsoever proceeding from the act or promise of the other, in as ample a manner as if they had remained single ;

“ The property now belonging to the said Caroline Charlotte Young consists of her wearing apparel, jewelry, trinkets and paraphernalia, and of her undivided fifth part in the estates of her deceased father and mother, the late Robert A. Young and Mary Charlotte Norman, as contained in the inventory of such estates, executed on the twelfth day of January, eighteen hundred and sixty-nine, before the undersigned notary.

“ *Secondly.*—All linen, plate, plated-ware, marked with the said initials or bearing the crest of the said Caroline Charlotte Young or of her family, and all effects, jewelry, trinkets, wearing apparel and ornaments used by her personally, shall be considered and taken as belonging to her of right, without her being held to prove the property thereof.

“ *Thirdly.*—The said Arthur Wellesley White shall and will pay and bear all the household expenses, as also all necessary maintenance, support, apparel and other personal requisites for the said Caroline Charlotte Young, after the said intended marriage, and shall also procure for the child or children which may be born of the said marriage, the necessary support, wearing apparel and education, without the said Caroline Charlotte Young or her property being in any way held liable for the same or any part thereof.

“ *Fourthly.*—And in further view of the said intended marriage, they, the said Arthur Wellesley White and Caroline Charlotte Young, for and in consideration of the love, affection and esteem which they have and bear to each other, have mutually given, granted and confirmed, and by these presents do give, grant and confirm unto the survivor of them accepting hereof, that is to say, the usufruct and enjoyment during his or her lifetime (as the case may be) of all and singular the property, real and personal, of the one dying, in case only of there being default of lawful issue of the said contemplated marriage surviving the party so dying ; it being hereby expressly agreed that the fact of such issue so surviving shall *ipso facto* annul said donation.

“ *Fifthly.*—And it is further agreed and expressly understood by and between the said parties, that no dower of any description, either customary or stipulated (*donaire coutumier ou préfix*) shall be or exist either in favor of the said Caroline Charlotte Young or of the child or children which may be born of the said intended marriage to all

which dower and right of dower the said Caroline Charlotte Young doth hereby expressly renounce, as well for herself as for the child or children which may be born of the said intended marriage, and doth in this respect derogate from the *Coutume de Paris*.

“And under the authority aforesaid, the said Caroline Charlotte Young, by and with the consent of all the said other parties hereto, did and doth hereby assign, transfer and make over to the said Reverend Richard W. Norman, accepting thereof, as trustee, all and singular her said undivided fifth part in the aforesaid estates of her said deceased parents, to have and to hold the same in trust, to pay the nett annual revenue thereof only to her, the said Caroline Charlotte Young, and on her own private receipt, and in case of her death without lawful issue of said marriage, to the said Arthur Wellesley White, should he survive her, and during his lifetime only, it being hereby expressly agreed and understood that, so long as the said Caroline Charlotte Young shall be alive, the said nett revenue shall be absolutely free from all marital control on the part of the said Arthur Wellesley White; and on the decease of the said Caroline Charlotte Young, leaving such lawful issue aforesaid, in trust, to pay over such nett annual revenue aforesaid to such lawful issue during minority, and to divide and pay over the capital of such property among such issue on their respectively attaining the age of majority, and in trust also, in case of default of such issue, to divide and pay over such capital on the decease of the said Arthur Wellesley White amongst the heirs and legal representatives of the said Caroline Charlotte Young.

“And to cause these presents to be registered or *insinuées* wherever the same may be necessary, the parties have elected the bearer hereof their attorney, to whom all necessary power and authority to that effect is hereby given.

“And for the execution hereof, the said parties have made election of domicile at their ordinary places of abode above-mentioned, where, &c.

“Done and passed at the said city of Montreal, at the residence, in University street, of Thomas K. Ramsay, esquire, Queen's Counsel, under the number fifteen thousand, seven hundred and thirty-one, and signed by the said parties with me, the said notary, these presents having been first duly read.”

That afterwards, to wit: at Montreal aforesaid, on the fourteenth day of March, one thousand eight hundred and seventy, the said Arthur Wellesley White and Caroline Charlotte Young were duly united in Holy Matrimony according to the rite of the United Church of England and Ireland.

That the said Arthur Wellesley White and Caroline Charlotte Young had previously, to wit: on the twelfth day of the said month of March, eighteen hundred and seventy, been married at St. Alban's in the state of Vermont, according to the form required by laws in force in the said state.

That the said Caroline Charlotte Young was then a minor and had not, at the time of such marriage, in the state of Vermont obtained the consent of her said tutor.

That by reason of the said marriage in the United States, doubts exist as to the validity of the said contract, and the rights of the said Arthur Wellesley White and Caroline Charlotte Young may be injuriously affected by the said doubts.

And whereas the petitioners have prayed that an Act be passed legalizing the said contract, and whereas it is expedient to grant the prayer of the said petition: Therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Certain marriage contract rendered valid.

I. The marriage contract between the said Arthur Wellesley White and Caroline Charlotte Young, passed before J. T. Hunter, Notary Public, on the fourteenth day of March, one thousand eight hundred and seventy, and recited in the preamble of this Act, is hereby declared to be of full force and effect, and as valid, to all intents and purposes, as if the same had been passed previous to the marriage of the said Arthur Wellesley White and Caroline Charlotte Young, at St. Albans, in the State of Vermont, on the twelfth day of March, one thousand eight hundred and seventy.