

NATIONAL ASSEMBLY
Thirty-third Legislature, second session

1989, chapter 110

AN ACT RESPECTING THE COLLÈGE DE SAINT-CÉSAIRE

Bill 259

Introduced by Mr Jacques Tremblay, Member for Iberville

Introduced 31 November 1988

Passage in principle 6 April 1989

Passage 6 April 1989

Assented to 12 April 1989

Coming into force: 12 April 1989

Act amended: None



CHAPTER 110

An Act respecting the Collège de Saint-Césaire

[Assented to 12 April 1989]

Preamble

WHEREAS by a deed of gift dated 11 September 1873 and registered at the registry office of the registration division of Rouville, at Marieville, under number 9176, the Rev. André Provençal, pastor of the parish of Saint-Césaire, gave a parcel of land with the buildings erected thereon to the civil society of the provincial house of the Collège Notre-Dame du Sacré-Coeur, Côte-des-Neiges;

Whereas a corporation called the “Académie de Saint-Césaire” and the school commissioners for the municipality of Saint-Césaire in the county of Rouville claimed to have rights in such immovables and assigned them to the same donee;

Whereas under the terms of his holograph will dated 25 March 1889, probated on 24 June 1889 and registered at the registry office of the registration division of Rouville under number 20 024, the Rev. André Provençal bequeathed an immovable to the “corporation of my college of Saint-Césaire” [translation];

Whereas by a cadastral notice registered on 14 January 1929 at the registry office of the registration division of Rouville under number 50 930, the immovable given in 1873 was designated as lot 41 of the cadastre of the village of Saint-Césaire and whereas by a declaration of transmission registered on the same date and at the same registry office under number 50 929, the immovable bequeathed in 1889 was designated as the unsubdivided portion of lot 39 of the said cadastre, which unsubdivided portion is now known as lots 17 to 90 of the subdivision of lot 39 of the said cadastre and the lots resulting from the subdivision of certain of the said subdivided lots;

Whereas the immovable given in 1873 and that bequeathed in 1889 were contiguous but there is no certainty as to the exact location of the dividing line;

Whereas it is possible, taking into account the fact that the cadastre of the village of Saint-Césaire was put into force in 1879, that the immovable given in 1873 or the bequeathed immovable comprised lots 1 to 16 of the subdivision of lot 39 of the said cadastre;

Whereas, in the deed of gift, the Rev. André Provençal included the clauses reproduced in Schedule A and the Académie de Saint-Césaire included the clauses reproduced in Schedule B;

Whereas the school commissioners for the municipality of Saint-Césaire in the county of Rouville also included certain clauses in the deed of gift, but the obtaining of a release from the Commission scolaire Provençal, which succeeded to the school commissioners, should not present any difficulty;

Whereas the will contains the clause reproduced in Schedule C;

Whereas by a deed registered on 30 October 1929 at the registry office of the registration division of Rouville, at Marieville, under number 51 469, the civil society of the provincial house of the Collège Notre-Dame du Sacré-Coeur, Côte-des-Neiges, assigned to the Corporation of the Commercial College of St. Césaire, now known as "Collège de Saint-Césaire", an immovable described in the same terms as in the deed of gift of 1873, specifying that the property was known and designated as lot 41 of the cadastre of the village of Saint-Césaire;

Whereas the deed of assignment contains the clauses reproduced in Schedule D;

Whereas the Corporation of the Collège de Saint-Césaire is the present owner of lots 17 and 18 of the subdivision of lot 39 and of lot 41, of contiguous immovables and of buildings erected on such immovables and whereas it wishes to dispose of them eventually;

Whereas neither the Roman Catholic Bishop of Saint-Hyacinthe nor the Fabrique of the parish of Saint-Césaire intend to exercise the right of preemption conferred on them by one of the clauses reproduced in Schedule A and repeated in the deed of assignment registered under number 51 469 and whereas both wish to be spared the obligation imposed by that clause in the event of a refusal to exercise the right of preemption, whereby they would be required to "provide the village and the parish of Saint-Césaire with an educational establishment worth three thousand dollars where young people may be provided the above-mentioned benefits" [translation];

Whereas the clauses reproduced in Schedules A, B, C and D are an obstacle to the alienation of lot 41 and of lots 17 and 18 of the subdivision of lot 39 and may make the title of the assigns of the Corporation of the Collège de Saint-Césaire contestable in respect of lots 19 to 90 of the subdivision of lot 39 and the lots resulting from the subdivision of certain of the said subdivided lots;

Whereas the Roman Catholic Bishop of Saint-Hyacinthe and the Fabrique of the parish of Saint-Césaire agree to the passage of this Act;

Whereas the Académie de Saint-Césaire does not seem to have carried on regular activities after the conclusion of the deed of gift of 1873, and was probably dissolved since then and whereas it is difficult to trace its assigns;

Whereas the Commission scolaire Provençal was specially informed of the introduction of this Act and did not oppose its passage;

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

Cancellation
of clauses

1. The clauses reproduced in Schedules A and B that are contained in the deed of gift registered at the registry office of the registration division of Rouville, at Marieville, under number 9176 are hereby cancelled.

Cancellation
of clause

2. The clause reproduced in Schedule C that is contained in the will registered at the registry office of the registration division of Rouville, at Marieville, under number 20 024 is hereby cancelled.

Cancellation
of clauses

3. The clauses reproduced in Schedule D that are contained in the deed of assignment registered at the registry office of the registration division of Rouville, at Marieville, under number 51 469 are hereby cancelled.

Lots
affected

4. This Act affects lots 17 to 90 of the subdivision of lot 39 of the cadastre of the village of Saint-Césaire, the lots resulting from the subdivision of certain of the said subdivided lots, and lot 41 of the said cadastre.

Lots
affected

It also affects lots 1 to 16 of the subdivision of lot 39 of the said cadastre to the extent that they could be affected by the clauses cancelled by sections 1 and 2.

Registration **5.** Registration of a true copy of this Act shall be made by deposit.

Cancellation The registrar shall, at the time of the deposit, cancel the registration of the clauses reproduced in Schedules A, B, C and D.

Coming into force **6.** This Act comes into force on 12 April 1989.

SCHEDULE A

(Sections 1 and 4)

(1) The said Religieux, who have been providing education to young people for the past four years, shall be bound to continue their teaching according to their rules and customs, maintain the said establishment in good repair, enlarge it if necessary in their judgment, and pay the constituted rent representing the seigniorial dues in respect of the said parcel of land. [Translation]

(2) The said Religieux shall each year, if the opportunity arises, provide free education to two orphans or poor children, in the opinion of the pastor of St-Césaire or of the Superior of the establishment. The children shall be admitted as boarders but shall pay for their board and for their textbooks. Such charge is imposed so as to bring divine blessings and prosperity upon the establishment. [Translation]

(5) The said gift is made to allow the said Religieux de Ste-Croix to occupy the said establishment for educational purposes, to make them the actual owners of the establishment and to prevent them from being bothered or troubled by any person in any manner whatever. Should the said Religieux de Ste-Croix wish to sell the parcel of land and dependencies hereby given, they shall be required to give a right of preemption to the Roman Catholic Episcopal Corporation of the diocese of St-Hyacinthe or, in the event of its refusal, to the Oeuvre and Fabrique of the parish of St-Césaire for an amount and on the conditions agreed by them, and the Episcopal Corporation, or the Oeuvre and Fabrique of the parish of St-Césaire, on purchasing the establishment, shall be required to see that young people continue to be provided a commercial education; should neither the Episcopal Corporation nor the Oeuvre and Fabrique of St-Césaire wish to avail themselves of their right of preemption and should the said Religieux de Ste-Croix dispose of the property hereby given in favour of persons other than the Episcopal Corporation or the Oeuvre and Fabrique of St-Césaire, the Religieux de Ste-Croix shall pay a sum of three thousand dollars to be used by the Episcopal Corporation or, in the event of its refusal, by the Oeuvre and Fabrique of St-Césaire to provide the village and the parish of St-Césaire with an educational establishment worth three thousand dollars where young people may be provided the above-mentioned benefits. [Translation]

SCHEDULE B

(Sections 1 and 4)

The said corporation giving such property to them for educational purposes, with consideration given to the rights and obligations subject to which the said Rev. J.A. Provençal gave such property to the said donees. [Translation]

SCHEDULE C

(Sections 2 and 4)

It is understood that I am leaving such legacies to the said Corporation with a view to helping it favour poor children who are talented and provide them with an education, and on condition that the community of the Religieux de Ste-Croix continue to provide a good commercial education at the Collège de St-Césaire, including business courses. [Translation]

SCHEDULE D

(Sections 3 and 4)

CHARGES AND CONDITIONS

On the condition that the party of the second part, who hereby undertakes to do so, perform and fulfill, on behalf of the party of the first part, all obligations, charges and conditions incumbent upon the party of the first part by virtue of the deed of assignment by Mr. J. André Provençal to the latter party dated September 11th, 1873 and registered at Rouville B. No: 9176, except, however, for the clause in favour of the Commission Scolaire de la paroisse de St-Césaire which has waived, by way of a special resolution to that effect in favour of the said parties, all rights and claims it may have possessed by virtue of the above-mentioned instrument. [Translation]

PREEMPTION CLAUSE

It is agreed between the parties that the party of the second part shall be bound to fulfill the preemption clause at its expense and on behalf of the party of the second [*sic*] part, in the event of the sale of the immovable designated above, either in favour of the Corporation épiscopale de l'Évêché de St-Hyacinthe or the Oeuvre and Fabrique of the parish of St-Césaire, or, should they refuse to avail themselves thereof, it shall be bound to fulfill the obligation to pay the sum of three thousand dollars to whoever may be entitled thereto by virtue of the above-mentioned instrument. [Translation]