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No. 73.

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2nd Session, 6th Parliament, 22 Victoria, 1859.

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## BILL.

An Act for the better Protection of the  
Rights of Property in Lower Canada.

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Received and read, first time, Wednesday, 23rd  
Feb., 1859.

Second reading, Thursday, 24th Feb., 1859.

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MR. OUMET.

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TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

## An Act for the better Protection of the Rights of Property in Lower Canada.

**W**HEREAS the period allowed for the bringing of actions for the rescission of contracts in cases of *dol* fraud, violence, *lésion*, or any other vice whatsoever, either in substance or form, which from time to time occur in contracts, is too extended, and ought to be limited to a term less distant from the date of the sale or of the partition giving rise to such actions; Therefore Her Majesty, &c., enacts as follows :

Preamble.

I. The action for the rescission of contracts on account of *dol* fraud, violence, *lésion*, or any other vice whatsoever, either in substance or form, which from time to time occur in contracts, in cases of sale, exchange and *actes* equivalent to sales, donations or any other contracts, and of *lésion du tiers au quart* in cases of sale or partition between co-heirs, is hereby declared to be prescribed by the lapse of two years to be computed from the date of the contract, the day of such date being included; any law or usage to the contrary notwithstanding.

The action for rescission of contracts for fraud, *lésion*, &c., limited to two years.

II. The action for the rescission of a contract for the causes above mentioned shall not be maintained in cases in which the purchase money or consideration of the contract includes any consideration of an aleatory nature; any law to the contrary notwithstanding.

Action not to be brought in certain cases.

III. Any party interested may plead this Act in any action pending at the time of the passing thereof, in case such action was not brought within two years from the date of the contract; any law or usage to the contrary notwithstanding: Provided always, that in the cases mentioned in this section the costs shall be in the discretion of the Court.

This Act may be pleaded in pending suits.

IV. And whereas great inconvenience has resulted from the interpretations given by the Courts of Justice to the obligation under which husbands are, to authorize their wives separated from them as to property, so as to enable their said wives to sell, purchase, convey, alienate, or otherwise acquire, sell, or make donations of, moveable or immoveable property, and whereas *bonâ fide* creditors are often deceived in respect of sales and transactions to which they are parties with wives, under the control of their husbands, (*sous puissance de maris*) and separated from them as to property, from the absence of a special authorization in each case, and it is expedient to remedy this inconvenience; The presence of a husband at the execution of any contract or obligation entered into by his wife to or with a third party, shall be sufficient to authorize his said wife to become a party to any contract whatsoever, and any general authorization given by her husband to any such wife separated as to property, by or in any *acte* whatsoever, is declared to be legal, valid and sufficient: Provided always, that this provision shall not have the effect of invalidating or modifying in any respect the judgments rendered contrary thereto, but the said judgments shall have the same force and effect as though this Act had never been passed.

Recital.

General authorization by husband to wife to suffice for every subsequent contract entered into by her.

V. This Act shall apply to Lower Canada only.

Act to apply to Lower Canada only.