

I N T H E S U P R E M E C O U R T O F A L B E R T A .

J U D I C I A L D I S T R I C T O F E D M O N T O N .

B E T W E E N :

M A R I E R O S E M E U N I E R

Plaintiff,

-and-

J O H N A . M C D O U G A L L and R I C H A R D S E C O R D
and M C D O U G A L L & S E C O R D , L I M I T E D .

Defendants.

S T A T E M E N T O F C L A I M .

1. The Plaintiff is a half breed Indian woman, ^{her} maiden name being Marie Rose Mageau, and she is the wife of Adelard Meunier, to whom she was married in the year 1902. The date of her birth was the 27th day of November, 1883. The Defendants John A. McDougall and Richard Secord reside at Edmonton, and formerly carried on business under the firm name of McDougall & Secord. They have recently formed a Joint Stock Company for the purpose of carrying on their business under the name of McDougall & Secord Limited, of which Company the said John A. McDougall and Richard Secord are the principal shareholders and managing directors.

2. On or about the 3rd day of November, 1900, the plaintiff, who was then of the age of 17 years or thereabouts, as such half breed woman, received from the Dominion Government under the Act in that behalf, scrip Certificate E. No. 2298, entitling her to 240 acres of land. Such scrip was thereupon taken possession of by the Plaintiff's mother and the plaintiff has not since had possession or control over the same.

3. Such scrip Certificate was, as the Plaintiff has only recently learned, obtained by the Defendants McDougall ^{and} Secord, without the knowledge or authority of the Plaintiff, and by them exchanged for scrip notes in or about the month of February, 1902, and such scrip notes were, on the 28th day of August, 1903, located on the North-east quarter and the North half of the South-east quarter of Section 24, Township 50, Range 9, West of the Fourth Meridian in the Province of Alberta, and patent of the said lands was issued to the said McDougall ^{and} Secord on or about the 20th day of January, 1905.

4. For the purpose of procuring the title and patent of the said lands, the defendants McDougall ^{and} Secord caused to be registered in the Department of the Interior at Ottawa in the month of December, 1904, a document bearing date the 1st of December, 1904, purporting to be a transfer of the said lands from the Plaintiff, therein named Marie Rose Mageau, to the Defendants McDougall and Secord. Such transfer purports to be executed by the Plaintiff by her mark, under the name Marie Rose Mageau, and is expressed to be made in consideration of the sum of \$480.00, paid by the Defendants McDougall and Secord to the Plaintiff.

5. The Plaintiff did not sign or execute, or authorize the signing or execution of ^{the said transfer or} any transfer or document transferring or purporting to transfer the said lands to the Defendants McDougall and Secord or to any other person, and she did not sell, or agree to sell her interest in the said lands to them or to any other person, and she did not receive said consideration money or any consideration money for the sale of such interest in the said lands.

6. The Plaintiff is illiterate and wholly unaccustomed to business affairs. She was living until the Spring of the year 1910 near Lac LaNonne at a considerable distance North-east of Edmonton, and

she was not in a position to obtain any information and she had no information or knowledge as to her rights with regard to the said scrip, or as to the use that had been made thereof until shortly before the commencement of this action.

7. The Plaintiff, on learning the facts with regard to the said scrip and land, on or about the 12th day of November, 1910, caused to be registered in the Land Titles Office for the North Alberta Land Registration District, a Caveat claiming an Estate or interest in the said lands as beneficial owner thereof, and through her Solicitor caused notice to be given to the Defendants McDougall and Secord of her ^{said} claim, and of proceedings to be taken to enforce the same, and the Solicitor for the said Defendants thereupon called upon the Plaintiff's Solicitor for the purpose of obtaining information with regard to the claim, and discussing the matter before determining upon the answer which the Defendants would make to the said demand.

8. While such claim was pending, on the 18th day of November, 1910, three men, one of whom the Plaintiff has since ascertained to be the Defendant, Richard Secord, came to the Plaintiff's home near Morinville, at a time when her husband was absent and endeavored to induce the Plaintiff to sign some papers, the contents whereof ~~she~~ were unknown to her, and threatened that if the Plaintiff did not do so, it would cause trouble to the Plaintiff's parents. The Plaintiff, however, refused to execute any papers, or do anything with regard to the matter in the absence of her husband. On the 23rd day of November, 1910, the Defendant, Richard Secord, and other men again came to the Plaintiff's home while her husband was still absent, and they by threats and undue influence and by fraudulent

misrepresentations induced the Plaintiff to sign some papers produced by the defendant Richard Secord, and the said Defendant thereupon paid to the Plaintiff the sum of \$500.00, and took the said papers away with him. Amongst other threats and misrepresentations used by the said Defendant Richard Secord and one Edward Chevigny and Henry Fraser, who accompanied him, it was stated that if the Plaintiff would not accept the money which the Defendant Richard Secord offered her, her Father, who, it was alleged, had sold the said scrip, could compel her to sign the same without any money being paid to her, and that if she would not sign such papers, her parents would have to go to jail, and would lose everything that they had, and that by her signing the documents she would save her parents from going to jail. The Plaintiff, being influenced by such Statements and acting upon them, was induced to sign said papers against her will, and in spite of her long continued refusal to sign the same, and she would not have signed the same but for the said false statements and representations and the undue influence exercised by the said Defendant Richard Secord and those accompanying him. Such statements and representations, are, as the plaintiff has since, ascertained, false, and the same were fraudulently used to influence the plaintiff to sign the said papers.

9. The said papers were not read over or explained to the Plaintiff and she was unable to read or understand them herself, and she would not have signed the same if she had known the meaning and effect of them and if such misrepresentations and threats and undue influence had not been used towards her.

10. Immediately upon the return of the Plaintiff's husband to his home on the night of the same day, the Plaintiff and her husband came to Edmonton and on the following morning tendered to

the said Richard Secord the money which he had paid to the Plaintiff and asked him to give up the papers which had been obtained on the preceding day, but he declined to accept the said money or to return the said papers.

11. The Defendants, on the 24th day of November, 1910, as the Plaintiff has since learned, caused to be registered in the Registry Office for the North Alberta Land Registration District a Quit-claim Deed of the said lands purporting to be executed by the Plaintiff to the Defendants McDougall & Secord, Limited, including ~~xxxxxx~~ a Release of the Caveat registered against the said lands by the Plaintiff.

12. The Defendants on the 18th day of November, 1910, caused to be registered in the said Land Titles Office a transfer from the Defendants John A. McDougall and Richard Secord to the Defendants McDougall & Secord Limited of the North half of the South-east quarter of the said Section 24, Township 50 Range 9 West of the Fourth Meridian in the Province of Alberta, and on the 24th day of November, 1910 the defendants caused to be registered in such Land Titles Office transfers from the said Defendants McDougall & Secord to the Defendants McDougall & Secord Limited of the North-east quarter of said Section 24, Township 50, Range 9 West of the Fourth Meridian, excepting thereout certain subdivision lots which had previously been sold and the title of the said lands except such lots sold as aforesaid, stands in the Register in the name of the Defendants McDougall & Secord, Limited, under certifietae numbers ~~107~~ -110 W 13 1613 X 13 and 98 M 18 respectively.

13. The Defendants McDougall & Secord Limited had notice and knowledge of the facts and circumstances herein set out and the Plaintiff submits that they took the said transfers of the said lands with such notice and that they hold the same subject

to the rights of the Plaintiff, with regard to the same.

14. The said lands are worth the sum of \$ 5000.00 or thereabouts, and the said sum of \$500.00 is a grossly inadequate ~~sum~~ consideration therefor or for the said scrip.

15. The Plaintiff by reason of her ignorance and illiteracy and her want of knowledge of business affairs was not on equal terms with the Defendant Secord and the said Defendant was in a position to exercise and did exercise undue influence over the Plaintiff in procuring the execution of the said papers.

THE PLAINTIFF THEREFORE CLAIMS.

1. That the said Quitclaim Deed and Release may be set aside and delivered up to be cancelled.
2. That it may be declared that the Plaintiff is entitled to the beneficial ownership of the said lands, standing in the name of the Defendants McDougall & Secord, ^{parties} and that such Defendants may be declared to be Trustees for the Plaintiff and may be ordered to convey the same to the Plaintiff.
3. That the Defendants may be ordered to account for the proceeds of the portions of the lands sold by them.
4. In the alternative, and without waiving the foregoing claim, that the Defendants may be ordered to account to the Plaintiff for the value of the said scrip.
5. An Injunction restraining the Defendants from selling or disposing of the said lands.
6. Such other and further relief as the nature of the case may require.

DATED at Edmonton, this 1st day of December, and delivered by E. B. Edwards, of the City of Edmonton, Solicitor for the Plaintiff.