

IN THE SUPREME COURT OF ALBERTA,  
JUDICIAL DISTRICT OF EDMONTON.

BETWEEN:

Marie Rose Meunier

Plaintiff

-and-

John A. McDougall and Richard Secord  
and McDougall & Secord Limited

Defendants.

STATEMENT OF DEFENCE.

1. The defendants admit the allegations contained in paragraphs 4, 11 and 12 of the plaintiffs statement of claim.
2. The Defendants admit the allegations in paragraph 2 of the Plaintiff's Statement of Claim with the exception of that part thereof which states that "such scrip was thereupon taken possession of by the plaintiff's mother, and the plaintiff has not since had possession or control of the same", which the defendants do not admit.
3. As to paragraph 3 of the plaintiff's Statement of Claim the defendants admit that the scrip certificate referred to therein was obtained by the Defendants McDougall and Secord and exchanged, located and patented as therein mentioned but deny that the plaintiff has only recently learned of the obtaining thereof by the Defendants McDougall and Secord, or that it was obtained without the knowledge or authority of the plaintiff.
4. The defendants deny the allegations contained in paragraph 5 of the plaintiff's Statement of Claim and say that the plaintiff did sign and execute the transfer or document therein mentioned and did sell and transfer the lands described in the Statement of Claim and all her interest therein to the defendants McDougall and Secord and did receive the consideration therefor.

5. The defendants deny the allegations in paragraphs 1, 6, 7, 8, 9, 10, 13, 14 and 15 of the plaintiff's Statement of Claim.

6. The defendants McDougall and Secord say that in or about the month of March, 1909, they relying upon their patent from the Crown to the lands in question herein, the Certificate of Title issued to them therefor and the transfer referred to in paragraph 4 hereof <sup>thereof</sup> sold the said lands to the defendants McDougall & Secord, Limited.

7. The defendants further say that until the filing of the Caveat referred to in paragraph 7 of the plaintiff's Statement of Claim none of the defendants were aware of any adverse claim to the said lands and although the defendants McDougall and Secord were not liable or bound to pay anything further to the plaintiff they, in order to give title to the defendants McDougall & Secord, Limited, to whom they had previously sold the said lands and to settle any doubts which might exist, paid to the plaintiff the sum of \$500.00 in settlement of any claim which she might have had or been induced by others to make to the said lands and obtained from the plaintiff the Quit claim deed and Release of Caveat referred to in paragraph 11 of the plaintiff's Statement of Claim.

8. The Quitclaim deed and Release referred to in the next preceding paragraph was not obtained by fraud, threats or undue influence as alleged in the plaintiff's Statement of Claim but was made for full consideration and with full knowledge, independent advice and after intelligent negotiations for the price to be paid the said transfer and release having been read over and interpreted and explained to her before the signing thereof.

9. The defendants McDougall & Secord Limited further say that they are purchasers for value of the said lands without notice of any adverse claim thereto.

10. The defendants McDougall & Secord further say that the plaintiff

in the year 1901 sold her rights under the scrip certificate mentioned in paragraph 2 of the Statement of Claim to these defendants and gave them a transfer uncompleted in form and constituted these defendants her agents to complete the same when and so soon as the lands were located and the defendants say that even if the plaintiff was under the age of 21 years in the year 1901, which the defendants do not admit, she has since coming of age retained the consideration paid her and ratified the said transfer and agreement and is estopped from making any claim to the lands in question herein.

11. The defendants further say that even if as alleged in paragraph 5 of the plaintiff's Statement of Claim the plaintiff did not sign the transfer referred to in paragraphs 4 and 5 of the said claim and even if the plaintiff is entitled to have the quit claim deed and release of caveat hereinbefore referred to set aside the plaintiff is not entitled to the other relief claimed in this action and the defendants McDougall and Secord are entitled to rely ~~in this action~~ upon their patent from the Crown until the same is revoked or cancelled by proceedings instituted by the Attorney General for Canada and the defendants will object that the statement of claim disclosed no ground of action in law to found the relief claimed in clauses 2, 3, 4 and 5 of the prayer therein.

DATED at Edmonton, Alberta, this 12th day of January, 1911,  
and Delivered by Messrs. Emery, Newell, Esq., Bolton & Mount of the  
said City of Edmonton.