



CHAPTER 154

An Act respecting *Les Œuvres de Notre-Dame de la Merci*

[Assented to, the 4th of April, 1931]

WHEREAS *Les Œuvres de Notre-Dame de la Merci*, a Preamble. legally constituted corporation having its head office in the city and district of Montreal, has, by its petition, represented:

That by deed of exchange passed on the 9th of December, 1930, before Mtre. Jean Baudouin, notary, it ceded by way of exchange to the city of Montreal, with legal warranty, the following immoveable:

“A strip of land forming the northeastern portion of the lot bearing number ten on the subdivision plan of the original lot designated by number two hundred and seventy-seven on the official plan and book of reference of the parish of Sault-au-Recollet (No. 277—N.E.Pt.10), measuring forty feet in width, at right angles with the side lines, on a depth of about two hundred and thirty feet on the southwest side and two hundred and sixty-four feet on the northeast side, containing an area of nine thousand eight hundred and eighty square feet, English measure and more or less, and bounded as follows: at one end, to the southeast, by Gouin Boulevard; at the other end, to the northwest, by Norwood avenue; on one side, to the northeast, by subdivision lots numbers eleven and twelve of the same original lot number two hundred and seventy-seven, and on the other side, to the southwest, by the remainder of the same subdivision lot number ten.”;

That the city of Montreal in the same deed ceded in counter-exchange the following immoveable:

“A strip of land forming the southern portion of Norwood avenue and also of the lot bearing number eight on the subdivision plan of the original lot designated by number two hundred and seventy-seven on the official plan and

book of reference of the parish of Sault-au-Recollet (No. 277-S. Pt. 8) and bounded as follows: At one end, to the south, by Gouin Boulevard, at the other end, to the north, by a straight line parallel to the northeast line of the aforementioned subdivision lot number ten of the same original lot, drawn at forty feet southwest of the latter and extended across the said Norwood avenue, being a dotted line on the plan hereto annexed; on one side, to the west, by the subdivision lots numbers nine hundred and thirty-seven and four and a portion of subdivision lot number five of the same original lot number two hundred and seventy-seven, and on the other side, to the east, by subdivision lot number nine and by a portion of the said subdivision lot number ten of the same original lot.”;

That this deed of exchange was entered into between the parties for the purpose of helping the petitioner to build a home and hospital for the aged and other unfortunate invalids without support;

That, moreover, your petitioner has acquired for the above purposes two lots situated in the parish of Sault-au-Récollet, the first consisting of lot No. 15 of the subdivision plan of lot No. 275 of the cadastre of the parish of Sault-au-Récollet and of lot No. 21 of the subdivision plan of lot No. 277 of the said cadastre, the second composed of lot No. 10 of the subdivision plan of lot No. 277 of the said cadastre of the parish of Sault-au-Récollet;

That on the 31st of October, 1889, Dame Emma Price, of the city of Montreal, widow of Jackson Rae, of the city of Quebec, acting as testamentary executrix of the said late Jackson Rae, had sold these same properties lastly described to John Fisher, by deed passed before Mtre. Wm. de M. Marler, notary, on the 31st of October of the same year, and had created on the said immoveables, amongst other servitudes, that of not erecting or suffering to be erected thereon at any time any building which might be used as a shop, stall, restaurant, hotel, manufactory, tannery, bakery, hospital, medical school, soap or oil factory, power house, or for any other commercial or manufacturing purposes which might in any way be deemed a nuisance; such condition of sale being a servitude upon the said immoveables in favour of the neighbouring properties belonging to the vendor;

That the purchaser from the Jackson Rae estate is the *auteur* of the petitioner;

That the petitioner wishes to erect and maintain, on these immoveables, a home and hospital for the aged and other unfortunate invalids without support, as aforesaid;

That the above-mentioned servitudes may hinder the construction of such home and hospital;

That the city of Montreal has given its consent to the work being established at that place and the building which it is intended to erect therefor is in accordance with the by-laws of the city of Montreal in this connection;

That such home and hospital cannot be detrimental to the neighbours;

That if such servitudes are maintained any longer on these immoveables, the latter cannot be used for the above-mentioned purposes, to the detriment of the city of Montreal which benefits from the work carried on by your petitioner;

That, under these circumstances, such servitudes should henceforth be annulled;

That it is expedient that the above-mentioned exchange between your petitioner and the city of Montreal be ratified;

Whereas it is expedient to effect such ratification and annul the said servitudes and thus grant the prayer contained in the said petition;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows:

1. The deed of exchange of the 9th of December, 1930, *Deed of exchange, validated.* between the city of Montreal and *Les Œuvres de Notre-Dame de la Merci*, passed before Jean Baudouin, notary, under No. 12273 of his minutes, and registered at the registration division of Montreal, on the 17th of December, 1930, under No. 265394, whereby the parties made an interchange of the immoveables above fully described, is hereby ratified for all legal purposes, and *Les Œuvres de Notre-Dame de la Merci* are declared owners of the above-described strip forming part of the said lot 277.

2. The servitudes affecting the immoveables No. 15 of *Servitudes annulled.* the subdivision plan of lot No. 275 of the cadastre of the parish of Sault-au-Récollet, No. 21 of the subdivision plan of lot No. 277 of the said cadastre and No. 10 of the subdivision plan of lot No. 277 of the said cadastre of the parish of Sault-au-Récollet, mentioned in the deed of sale passed on the 31st of October, 1889, before Wm. de M. Marler, notary, under No. 15568 of the minutes of the said notary, and forbidding to erect and maintain on the said immoveables any building which might be used as a

hospital, a home and their accessories, which might in any way be deemed a nuisance, are by this act extinguished, and all personal obligations resulting from such stipulations are by this act annulled.

Extinction
of servi-
tudes.

3. The registering of a copy of this act against the said immoveables at the registration office to which they belong shall be a sufficient proof of the extinction of such servitudes.

Coming into
force.

4. This act shall come into force on the day of its sanction.