



CHAPTER 123

An Act to validate a certain deed of sale by *La Compagnie de Jésus* to Antonio Prévost

[Assented to, the 11th of March, 1926]

WHEREAS Antonio Prévost, contractor, of the city of Preamble. Montreal, has, by his petition, represented:

That, on the 7th of October, 1899, Dame Hélène Hedge, wife separate as to property of William Carter Hickok, was proprietor under the will and codicil of the late Marguerite Deguire *dit* Larose, widow of the late Gabriel Métayer *dit* St. Onge, of the undivided half of the following lots, namely:

(a) A lot situate on Notre-Dame street, in the city of Montreal, known and designated under the number 1781 of the official plan and book of reference of St. Anne Ward, originally containing 45 feet in width on a depth of 50 feet, but from which must be deducted the part then expropriated by the city of Montreal for the widening of Notre-Dame street, namely, a depth of about 16 feet on the entire width of the said lot; (b) A lot fronting on St. Maurice street, known and designated under number 1801 on the official plan and book of reference of St. Anne Ward, measuring in width 48 feet on an irregular depth, and containing an area of 1872 feet; (c) Another lot fronting on the same St. Maurice street and known and designated under number 1800 on the official plan and book of reference of St. Anne Ward, measuring 48 feet 9 inches in width, by an irregular depth, giving an area of 2,220 feet;

That, on the said 7th of October, 1899, by the terms of a deed of sale passed before Mtre. L. N. Dumouchel, notary public, the said Dame Hélène Hedge, jointly with her husband, acquired the other undivided half of the three immoveables above described, and thus became proprietor of the undivided three-fourths of the said immoveables, the other undivided fourth belonging to her husband William Carter Hickok;

That on the 23rd of January, 1905, the said Héléne Hedge brought suit under No. 2641 of the records of the Superior Court for the district of Montreal, for the purpose of bringing to an end the indivision existing between her and her husband and of proceeding to the partition and licitation, if necessary, of the lots above described;

That the licitation having been ordered, the said Héléne Hedge became the purchaser of all the immoveables put up to auction and paid the entire price of adjudication;

That the three above-described lots thence forward constituted but one and the same undertaking; lot No. 1781 fronting on Notre-Dame street was covered by a three-story building extending on to lot No. 1801, situated immediately in rear, and fronting on St. Maurice street; while lot No. 1800 was contiguous to lot No. 1801 and covered by wooden buildings as well as the rest of the latter lot;

That, since the above-cited adjudication, the said Héléne Hedge held peaceably, publicly and without interruption, separately and as owner, the entire three lots aforesaid as well as the buildings erected on such lots;

That, upon the death of the latter on the 26th of February, 1909, the three lots were in her estate and were included as a whole in the declaration of transmission made and registered by the universal legatees;

That the latter continued to possess in the same manner the whole of the three lots concerned and of the buildings erected on them until the 29th of June, 1923; and that upon the said date they sold the same three lots to the petitioner without reserve or restrictions;

That, from the adjudication which followed the above-mentioned partition, William Carter Hickok never raised any claim to any of the above three lots or any part thereof;

That the said William C. Hickok died intestate on the 20th of May, 1910, leaving as legal heirs his sisters and nephews and nieces in the first degree;

That, by deed passed before L. B. Houllé, N. P., and deposited with the collector of succession duties for the district of Montreal, the heirs of the late W. C. Hickok declared through one of his sisters that the estate coming to them contained only moveables and moveable effects;

That, from the death of Héléne Hedge, the universal legatees of the latter were in possession of the three lots in question without any trouble of any sort from the heirs of the said W. C. Hickok, and that, from the 29th of June, 1923, the petitioner acquired these same three lots without any reserve or restriction;

That the petitioner thus acquired the three above-described lots as a single immoveable; that he took im-

mediate possession thereof in their whole extent, and has continued to possess them as a single and the same undertaking, peaceably, publicly and as owner as his *auteurs* had done;

That the petitioner has even extended the first story of the building fronting on Notre-Dame street up to the line of St. Maurice street, and the said house now covers the whole depth of the two lots 1781 and 1801 joined together;

That, however, it has been recently discovered that, in the licitation proceedings above mentioned, a mistake in the description crept in as to lot No. 1801, and that the deed of sale by licitation affects, according to its terms, only the west portion of lot No. 1801 instead of including the entire lot;

That the insufficiency of such description not only appears from the taking possession, which has continued uninterruptedly from the date of the licitation to the present and which affected the whole of lot 1801, but also from the terms of the description itself, which stated, as being erected on the west portion of lot No. 1801, not merely the rear portion of the stone house fronting on Notre-Dame street but also the wooden buildings, while the wooden buildings covered the east portion of the said lot No. 1801 as far as St. Maurice street;

That in reality the adjudication of the lot No. 1801 affected the entire lot; that the said Hélène Hedge understood she was purchasing and did purchase the entire lot, and that her husband, the only defendant in the action for partition and licitation, never claimed to have reserved the least portion thereof:

Whereas the petitioner has prayed that his purchase title of the three above-cited lots be confirmed and ratified; and

Whereas it is expedient to grant such prayer;

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 sale passed by *La Compagnie de Jésus* in favour of Antonio Prévost, executed on the 29th of June, 1923, before Mtre. Oscar Desautels, notary public, under No. 9413 of the latter's repertory, is confirmed and validated in its form and tenor for all legal purposes whatever, and the said Antonio Prévost has become by the said deed the absolute and indisputable proprietor of the entirety of the three lots described in the above-cited deed, as well as of the buildings erected on such lots.

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

Coming into force.

