

stockholders who are present in person or by proxy shall be a quorum and may transact the business for which the meeting was originally convened and a resolution passed thereat by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded then by a majority consisting of not less than three-fourths of the votes given on such poll shall be considered as an extraordinary resolution within the meaning of this schedule.

20. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the trustees at the expense of the company and any such minute as aforesaid if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings had shall be conclusive evidence of the matters therein stated and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings had to have been duly passed and had.

CHAP. 84

An Act to amend the charter of the "Montreal Tramways Company"

[Assented to 3rd April, 1912.]

Preamble.

WHEREAS the Montreal Tramways Company has, by its petition prayed that certain amendments be made to the act incorporating it and that certain deeds respecting the company be ratified and confirmed, and it is expedient to grant the prayer of 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 Geo. V
(1911), c. 77,
s. 25a added.

Certain
agreements
ratified.

1. The following section is added after section 25 of the act 1 George V., (second session), chapter 77:

"25a. The agreement between the Montreal Tramways Company and the Montreal Street Railway Company, dated November 16th, 1911; deed of sale from the Montreal Street Railway Company to the Montreal Tramways Company, passed on November 18th, 1911; deed of sale from the Public Service Corporation to the Montreal Tramways Company,

passed on November 18th., 1911; deed of trust, hypothec and mortgage from the Montreal Tramways Company to the National Trust Company, Limited, and Harris Trust and Savings Bank, dated November 18th., 1911; deed of trust, hypothec and mortgage from the Montreal Tramways Company to the Royal Trust Company, dated November 18th., 1911, annexed to the present act as schedules A, B, C, D and E, are hereby made part of this act and are hereby ratified and confirmed and declared to be legal and valid and binding upon the parties thereto."

2. Nothing in this act nor in the schedules annexed thereto shall be interpreted as modifying or restricting the rights and privileges of the city of Montreal or of the other municipalities to which the lines of the companies parties to the deeds ratified extend, or so as to modify, repeal or affect in any way the by-laws passed by the said city and municipalities nor the contracts existing between them and the said companies or any or either of them. Rights of certain municipalities saved.

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

SCHEDULE A

Memorandum of agreement made this 16th day of November,
A. D. 1911.

BETWEEN:

MONTREAL TRAMWAYS COMPANY, a corporation having its head office at the City of Montreal, in the Province of Quebec, (hereinafter called "the Tramways Company"),

Of the one part.

AND

THE MONTREAL STREET RAILWAY COMPANY, a Company having its head office at the City of Montreal, aforesaid (hereinafter called "the Railway Company"),

Of the other part.

Whereas the Tramways Company is duly authorized to acquire in whole or in part by purchase, lease or otherwise, the undertaking and property of the Montreal Street Railway Company, the Montreal Park & Island Railway Company,

the Montreal Terminal Railway Company and the Public Service Corporation, or either of them, including their respective charters, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever;

And whereas the Montreal Street Railway Company owns the whole or a controlling interest in the capital stocks of the Montreal Park & Island Railway Company, the Montreal Terminal Railway Company and Public Service Corporation;

And whereas the Montreal Terminal Railway Company is authorized to enter into an agreement with the Montreal Street Railway Company for conveying or leasing its railway to such company in whole or in part or any rights or powers acquired by it, as also the surveys, plans, works, plant, machinery and other property to it belonging, on such terms and conditions as are agreed upon and subject to such restrictions as to the directors seem fit, provided that such agreement has been first sanctioned by two-thirds of the votes at a special general meeting duly called for the purpose of considering the same, at which meeting shareholders representing at least two-thirds in value of the stock are present or represented by proxy and that such agreement has also received the approval of the Governor General in Council;

And whereas the Montreal Park & Island Railway Company is duly authorized to enter into an agreement with the Montreal Street Railway for conveying or leasing to such Company in whole or in part its undertaking, including its charter, contracts, franchises, rights, powers, privileges, exemptions and also the lands, railways, tramways, rights of way, surveys, plans, works, plant, machinery and other property to it belonging, on such terms and conditions as are agreed upon, and subject to such restrictions as to the directors seem fit, provided that such agreement has been first sanctioned by the majority of the shareholders of the Company present or represented by proxy at a special general meeting of the Company duly called to consider such agreements;

And whereas the Directors of the Public Service Corporation are duly authorized to sell, lease, transfer in whole or in part and convey the undertaking and properties of the Public Service Corporation, including its charter, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever to the Tramways Company, on such terms as may be approved by a majority of the holders of the issued shares of the said Public Service Corporation present in person or represented by proxy at a special general meeting of the shareholders of the Public Service Corporation duly called for considering the same;

And whereas the Directors of the Montreal Street Railway Company are authorized to sell, lease, transfer in whole or

in part and convey the undertaking and property of the Company, including its charter, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever, to the Montreal Tramways Company, on such terms as may be approved by a majority of the holders of the issued shares of the Montreal Street Railway Company present in person or represented by proxy at a special general meeting of the shareholders of the Montreal Street Railway Company duly called for considering the same;

And whereas it has been agreed between the parties hereto that the Tramways Company should acquire the undertaking and property of the Public Service Corporation free and clear of encumbrances, that the Montreal Street Railway Company should acquire the undertaking and property of the Montreal Park and Island Railway Company and the Montreal Terminal Railway Company, and that the Street Railway Company should transfer and convey to the Tramways Company the whole of its undertakings and properties, including the undertakings and properties so acquired by it, on the terms and conditions hereinafter stated.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

The Montreal Street Railway Company, in consideration of the covenants, promises and agreements of the Tramways Company, hereinafter contained, hereby covenants, promises and agrees as follows:

1. To procure the Public Service Corporation to transfer and convey by a good and sufficient conveyance to the Tramways Company the undertaking and property of the Public Service Corporation, including its charter, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever free and clear of encumbrances for the sum of One million one hundred and forty-seven thousand dollars (\$1,147,000).

2. To procure the Montreal Terminal Railway Company to transfer and convey to the Street Railway Company by a good and sufficient conveyance the railway of the Montreal Terminal Railway Company, and all rights and powers theretofore acquired by the Montreal Terminal Railway, and also the surveys, plans, works, plant, machinery and other property to the said Montreal Terminal Railway Company belonging.

3. To procure the Montreal Park & Island Railway Company to transfer and convey to the Street Railway Company by a good and sufficient conveyance the undertaking of the Montreal Park and Island Railway Company, including its charter, contracts, franchises, rights, powers, privileges, exemptions and also the lands, railways, tramways, rights

of way, surveys, plans, works, plant, machinery and other property to the Montreal Park & Island Railway Company belonging.

4. To transfer and convey to the Tramways Company by a good and sufficient transfer and conveyance the undertaking and property of the Street Railway Company, including its charter, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever and also including as part thereof all the undertakings and properties transferred to it by the Montreal Park & Island Railway Company and the Montreal Terminal Railway Company.

5. To execute and cause to be executed all such other documents, matters and things as may be necessary or requisite to vest in the Montreal Tramways Company the undertakings and properties in any wise above referred to.

Subject, nevertheless, as to all the said premises, other than the property mentioned in paragraph 1 hereof, to the several mortgages, charges, liens and encumbrances affecting the same or any part thereof.

The Tramways Company, in consideration of the covenants and agreements on behalf of the said Railway Company hereinbefore contained, hereby covenants, promises and agrees:

1. To pay the Public Service Corporation for the conveyance of the property described in paragraph 1 of the covenants of the Street Railway Company, free and clear of all liens and encumbrances, the sum of One million one hundred and forty-seven thousand dollars (\$1,147,000).

2. To pay, satisfy and discharge all the debts, liabilities and engagements of the Street Railway Company outstanding at the time of the execution of the said conveyance and transfer and binding on the Street Railway Company and to assume all the contracts by or on the part of the Street Railway Company, and to guarantee the performance of such contracts, including those certain contracts with its privileged creditors, evidenced by the outstanding bonds and debentures of the Street Railway Company and by certain deeds of hypothec and mortgage made to secure the same, and to keep the Street Railway Company indemnified against all such debts, liabilities, obligations, contracts, and engagements and against all actions, proceedings, costs, damages, claims and demands in respect thereof.

3. To create its five per cent debenture stock substantially in the form of Schedule B hereto annexed, and to secure the same by a hypothec or charge upon the Company's property and the income thereof, both present and future, including

its uncalled capital, substantially in the form of the deed annexed as Schedule C to this agreement.

4. To pay, allot and deliver to each of the shareholders of the Street Railway Company or to their nominee or nominees who shall require the Tramways Company so to do, \$438.75 in cash, \$800 par value of said debenture stock of the Tramways Company and \$100 par value in ordinary shares of the Tramways Company, issued as fully paid and non-assessable for each five shares of the Street Railway Company held by such shareholders, the number of shares so held to be evidenced to the Tramway Company by the register of the Street Railway Company, and by delivery to the Tramways Company of the share certificate for such shares, endorsed in blank by the registered holder thereof.

Where any shareholder of the Montreal Street Railway is not the owner of five shares or an exact multiple of five shares of the capital stock of that Company he shall be entitled, subject to the aforesaid conditions, to receive cash, debenture stock and shares of the Tramways Company on the basis and in the proportion above mentioned, provided, however, that fractions of debentures and shares shall be adjusted in scrip bearer certificates convertible into debentures or shares, as the case may be, when presented in amounts aggregating the par value of single debentures or single shares, or any exact multiple thereof; any fractional excess in either case to be adjusted in like scrip certificates.

In witness whereof the parties hereto have caused these presents to be executed under their respective corporate seals and by the hands of their proper officers.

Signed, sealed and delivered	}	MONTREAL TRAMWAYS CO.,
In the presence of		
		O. B. McCALLUM,
		<i>President.</i>

W. E. PATCH.

SAM'L T. MAINS,

Secretary.

MONTREAL STREET RY., Co.

E. A. ROBERT,

President.

P. F. BROWN.

PATRICK DUBEE,

Secretary.

A true copy certified correct

PATRICK DUBEE,
Secretary, M. S. R. Co.

SCHEDULE B

MONTREAL TRAMWAYS COMPANY.

No.....

\$......

No Debenture Stock certificate of this Company is valid unless countersigned by Trust Company, Trustee.

Issue of perpetual Debenture Stock, made pursuant to resolutions of the shareholders dated 1911.

Bearing interest at the rate of five per centum per annum, payable April 1st and October 1st in each year.

The stock is redeemable at one hundred and five dollars per hundred at any time after the first day of April, A. D. 1921 on six calendar months' notice from the Company.

This is to certify that of is the registered holder of

dollars of the above stock, which stock is constituted and secured by Mortgage dated the 1st day of October A. D. 1911 and made between the Company, of the one part, and the Trust Company, of the other part, and is issued subject to the provisions contained in that deed.

Given under the Common Seal of the Company this day of

19 .

.....
President.

.....
Secretary.

NOTE:—The Company will not register a transfer of any stock without the production of the certificate relative to such stock, which certificate must be surrendered before any transfer, whether of the whole or any portion thereof, can be registered, or a new certificate can be issued in exchange. The Company will not recognize any fraction of one hundred dollars of stock. Further stock may be issued hereunder to an amount not exceeding \$75,000,000. Such stock may be issued at par, at a discount, or at a premium, shall bear such rate of interest not exceeding five per cent. per annum as the Company may determine, and shall rank *pari passu* with the stock represented by this certificate.

A true copy certified correct.

PATRICK DUBEE,
Secretary, M. S. R. Co.

Countersigned:

Trust Company, Trustee,

SCHEDULE B

BEFORE:

MTRE. HERBERT MEREDITH MARLER, the undersigned Notary Public for the Province of Quebec, in the Dominion of Canada, practising in the City of Montreal, in the Province of Quebec.

CAME AND APPEARED:

THE MONTREAL STREET RAILWAY COMPANY, a corporation having its head office at the City of Montreal, in the Province of Quebec, herein acting and represented by Edmund A. Robert its President, and by Patrick Dubee its Secretary, hereunto duly authorized, (hereinafter called "the Vendor"), which Appearer has by these presents sold and conveyed to

MONTREAL TRAMWAYS COMPANY, a company having its head office at the city of Montreal, in the Province of Quebec, and herein acting by Orick B. MacCallum its President, and by Samuel T. Mains its Secretary, hereunto duly authorized, and hereto present and accepting for the Montreal Tramways Company (hereinafter called "the Purchaser"), the following property, to wit:

LANDS AND BUILDINGS.

The following lots of land, with the power houses, transformer stations, car erecting shops, repair shops, car barns, offices or other buildings situate thereon.

COTÉ STREET CAR BARNs AND DEPOT.

(1) A lot of land situate in the City of Montreal at the corner of Côté and Vitré Streets, being lot number seven hundred and seventy-nine (No. 779) on the official plan of St. Lawrence Ward in the said city of Montreal.

(2) Lot number seven hundred and seventy-seven (No. 777) on the said Official Plan of said Ward.

(3) Lot number seven hundred and seventy-eight (No. 778) on the said Official Plan of said Ward.

(4) All the Vendors' right, title and interest in and to a certain strip of land forming a lane situate in the St. Lawrence Ward, of the said City of Montreal, and contained within

the following boundaries, viz.: at one end toward the North-West by Vitré Street, at the other end towards the South-East by a prolongation of the North-Western side line of the lot known by the number seven hundred and eighty-three, on the Official plan and Book of Reference of said Ward, on one side to the North-East by lots numbers seven hundred and seventy-nine, seven hundred and eighty, seven hundred and eighty-one, and seven hundred and eighty-two, on said Plan, and on the other side to the South-West by lots numbers seven hundred and seventy-six, seven hundred and seventy-seven, and seven hundred and seventy-eight, on said Plan, containing a uniform width of fifteen feet by all the depth there may be between said Vitre Street and the prolongation of said side line of said lot number seven hundred and eighty-three.

(5) a. That certain lot of land being lot number seven hundred and eighty-two (782) on the Official Plan and Book of Reference of the St. Lawrence Ward, in the City of Montreal, with the building thereon erected.

b. The North-West half of the lane of twelve feet in width extending from Coté Street to a lane in rear, and being part of lot number seven hundred and eighty-three of the Official Plan and Book of Reference of said St. Lawrence Ward; the said lane being bounded in front by Coté Street, on one side by the property lastly above described, and on the other side by another portion of said lot seven hundred and eighty-three sold by the Equity Real Estate Company to F. X. Robert, subject to such rights of way as the latter or his representatives may have therein.

(6) a. That certain lot of land known on the Official Plan and Book of Reference of the St. Lawrence Ward, of the said City of Montreal, by the number seven hundred and eighty.

b. That certain lot of land contiguous thereto and known on said Official Plan and Book of reference by the number seven hundred and eighty-one.

MULLINS STREET PROPERTY.

(1) Lots subdivision numbers eight and nine (Nos. 8 and 9) of lot number eight hundred and nine (No. 809) on the Official Plan of St. Ann's ward, City of Montreal.

(2) a. A lot of land situated in the St. Ann's Ward of the City of Montreal, known and designated as lot number eight hundred and ten (810) on the Official Plan and in the Book of Reference of the said Ward.

b. A piece of land forming part of the lot of land known and designated as lot number eight hundred and twelve

(812) on the Official Plan and in the Book of Reference of the said St. Ann's Ward; the said piece of land being of a triangular figure, and being bounded on the east side by the lots numbers eight hundred and thirteen (813), eight hundred and fourteen (814), and part of eight hundred and fifteen (815), all on the said Official Plan, on the North-West side by the lot of land before described and on the South-West side, which is a prolongation of the South-West side line of the last mentioned lot of land until it reaches the rear line of the said official lot number eight hundred and fifteen (815), by the remainder of the said official lot number eight hundred and twelve (812), and containing one hundred and nine feet on the East side, ninety-two feet on the North-West side, and fifty-three feet eight inches on the South-West side.

WILLIAM AND BARRÉ STREETS POWER HOUSES AND TRANS-
FORMER STATION

(1) a. The whole of that certain lot of land known on the Official Plan and in the Book of Reference of the St. Ann's Ward of the said City of Montreal by the number twelve hundred and eighteen (1218) and more particularly known on the Official Sub-division Plan thereof, by the numbers one, two, three, four, five, six, seven and eight (1218—1, 2, 3, 4, 5, 6, 7, and 8.)

b. Another lot of land of irregular figure, situate in the said St. Ann's Ward, and forming part of lot number twelve hundred and nine on the Official Plan and Book of Reference thereof, and bounded as follows: in front to the South-East by William Street, where it measures three hundred and ninety-three feet six inches; in rear to the North-West partly by lot No. twelve hundred and twenty, partly by sub-division eight, of said lot No. 1218, by the end of Aqueduct Street, by lots Nos. twelve hundred and fourteen, twelve hundred and sixteen, twelve hundred and thirteen, twelve hundred and twelve, twelve hundred and eleven and twelve hundred and ten; on one side to the South-West by another portion of said lot No. 1209, the property of François Tremblay, and on the other side to the North-East by another portion of said lot No. 1209, the property of Mme. Rouer Roy, *et al.*

(2) a. That certain lot of land fronting on Barré Street and known on the Official Plan and in the Book of Reference of the St. Ann's Ward, of the City of Montreal, by the number twelve hundred and twelve (1212).

b. Those certain lots of land known on the said Official Plan and Book of reference of the St. Ann's Ward by the

numbers twelve hundred and fourteen (1214) and twelve hundred and fifteen (1215).

c. That certain lot of land known on the said Official Plan and Book of Reference of the said St. Ann's Ward by the number twelve hundred and sixteen (1216).

5. Lot number twelve hundred and thirteen (1213) on the said official Plan of said Ward.

6. Lot number twelve hundred and seventeen (1217) on the said Official Plan of the said Ward.

7. a. Lot number twelve hundred and nineteen (1219) on the said Official Plan of said Ward.

b. Lot number twelve hundred and twenty-one (1221) on the said Official Plan of said Ward.

8. Lot number twelve hundred and forty-nine (No. 1249) on the said Official Plan of said Ward.

9. Lot number twelve hundred and forty-two (No. 1242) on the Official Plan of said Ward.

10. A certain strip of land measuring nineteen feet French measure in width by all the depth there may be between the Southerly side line of Barre Street and the Northern boundary of the lot known on the Official Plan and in the Book of Reference of the St. Ann's Ward, of the said City of Montreal, by the number twelve hundred and nine; bounded towards the East by lots numbers twelve hundred and fourteen twelve hundred and fifteen and twelve hundred and seventeen, of the said Ward, and towards the West by lot number twelve hundred and eighteen of said Ward.

ST. HENRI CAR BARNs, TRANSFORMER STATION AND STORAGE
BATTERY PLANT.

(1) Lot number sixteen hundred and thirty-one (1631) on the Official Plan of the Parish of Montreal.

(2) That certain parcel of land being part of lot number sixteen hundred and thirty-two (1632) of the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, bounded in front by Lenoir or Bethune Street, in rear by lot number sixteen hundred and thirty-five, on one side by lot number sixteen hundred and thirty-one of the said Official Plan and Book of Reference, on the other side by the boundary line dividing the heretofore Town of Cote St. Antoine from the heretofore Town of St. Henry, containing an area of about one hundred and fifteen thousand six hundred and thirty feet.

(3) Lot number sixteen hundred and thirty-five (1635) on the said Official Plan of the said Parish less that portion thereof acquired by the heretofore City of St. Henri.

(4) A lot of land being the North-West portion of lots numbers sixteen hundred and thirty-nine and sixteen hundred and forty (1639 and 1640), on the said Official Plan of the said Parish of triangular form, twenty-four feet six inches (24' 6") on one side, ninety-four feet six inches (94' 6") on another side and eighty-six feet (86') on the third side, bounded to the North and West by the said lot number sixteen hundred and thirty-five (No. 1635) and to the East by St. Antoine Street.

(5) a. Lot number one of the Official Subdivision of the lot known as number sixteen hundred and forty-four (1644) on the Official Plan and Book of Reference of the Parish of Montreal.

b. Lot number one of the Official Subdivision of the lot number sixteen hundred and fifty-seven (1657) on the Official Plan and Book of Reference of the Parish of Montreal.

ST. DENIS STREET CAR BARNS, TRANSFORMER STATION AND
STORAGE BATTERY PLANT.

(1) Those certain lots of land situate in the said City of Montreal fronting on St. Denis and DeFleurimont Streets, and forming part of lot number eight (8) of the Official Plan and Book of Reference of the Village of Cote St. Louis, and more particularly known on the subdivision plan duly made and filed of said official lot as subdivisions one, two, three, four, five, six, seven, one hundred and nine, one hundred and ten, one hundred and eleven, one hundred and twelve, one hundred and thirteen, one hundred and fourteen, one hundred and fifteen, one hundred and sixteen, one hundred and seventeen, three hundred and eighteen, three hundred and nineteen, three hundred and twenty, three hundred and twenty-one, three hundred and twenty-two, three hundred and twenty-three, three hundred and twenty-four, three hundred and twenty-five, three hundred and twenty-six, three hundred and twenty-seven, three hundred and twenty-eight, also part of subdivision one hundred and eight of said lot number (8), bounded on the South by the street or lane immediately to the North of the Canadian Pacific Railway's track, on the West by lots one to seven, above described, to the North by the South line of DeFleurimont Street, and to the East by lots one hundred and nine to one hundred and seventeen, above described: (8—1, 2, 3, 4, 5, 6, 7, 109, 110, 111, 112, 113, 114, 115, 116, 117, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328 and pt. of 108).

(2) Those certain lots of land situate in the City of Montreal and forming part of lot number eight(8) on the Official Plan and in the Book of Reference of the Village of Cote

St. Louis, and more particularly known on the subdivision plan duly made and filed of said official lot before the correction thereof, as subdivisions one hundred and five, two hundred and fifteen, two hundred and twenty-one, four hundred and thirty-eight, four hundred and forty-four, five hundred and fifty-six, five hundred and fifty-five, and five hundred and fifty-four and now known and described upon the said plan as corrected as parts of official lot number three hundred and forty, which is the number designating the line of the Montreal Park and Island Railway Company.

(3) a. A tract of land comprising subdivisions nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, and twenty-eight (9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28) one hundred and nineteen, one hundred and twenty, one hundred and twenty-one, one hundred and twenty-two, one hundred and twenty-three, one hundred and twenty-four, one hundred and twenty-five, one hundred and twenty-six, one hundred and twenty-seven, one hundred and twenty-eight, one hundred and twenty-nine, one hundred and thirty, one hundred and thirty-one, one hundred and thirty-two, one hundred and thirty-three, one hundred and thirty-four, one hundred and thirty-five, and one hundred and thirty-six, one hundred and thirty-seven, one hundred and thirty-eight, two hundred and ninety-eight, two hundred and ninety-nine, three hundred, three hundred and one, three hundred and two, three hundred and three, three hundred and four, three hundred and five, three hundred and six, three hundred and seven, three hundred and eight, three hundred and nine, three hundred and ten, and three hundred and eleven (119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311,) three hundred and twelve (312) three hundred and thirteen (313), and subdivisions three hundred and fourteen (314), three hundred and fifteen (315), three hundred and sixteen (316) and three hundred and seventeen (317) of the official subdivision of lot number eight (8) on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis.

b. All the Vendor's rights in and to that portion of subdivision one hundred and eight (108) of the said official lot number (8), forming part of Cowan Street, which lies between the South-East side line of Comte Street (which line corresponds with the prolongation of the North-West side line of the said subdivision twenty-eight (8—28) and one hundred and thirty-eight (8—138) and the North-West side line of

DeFleurimont Street (which line corresponds with the prolongation of the South-East side line of subdivisions nine (8—9) and one hundred and nineteen (8—119).

c. All the Vendor's rights in the lane subdivision two hundred and ninety-seven (297) of the said official lot number eight (8).

ST. DENIS STREET CAR BARN NO. 2.

(4) Those certain six lots of land known as subdivision lots number thirty-six and thirty-seven fronting on St. Denis Street and fifty, fifty-one, fifty-two, and fifty-three fronting on Rivard Street all on the subdivision plan of the lot known and designated by the number one hundred and ninety-eight (Nos. 198—36, 37, 50, 51, and 53,) on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis aforesaid.

(5) Those certain four lots of land known as subdivision lots numbers thirty-eight, thirty-nine, and forty, fronting on St. Denis Street and forty-nine, fronting on Rivard Street, all on the subdivision plan of the lot known and designated by the number one hundred and ninety-eight (No. 198—38, 39, 40 and 49) on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis, aforesaid.

ST. DENIS STREET PROPERTY.

(6) a. The lot of land being number eighty of the official subdivision of lot number two hundred and nine, of the Official Plan and Book of Reference of the incorporated village of Cote St. Louis, containing fifty feet in width by one hundred feet in depth, English measure, deducting however from the said lot a strip being the north-easterly part five feet in depth by the whole width of the said lot.

The right of view and also the right of way and passage on foot and with animals and vehicles in common with others entitled thereto at all times over and upon the following piece of land, viz.:—

(7) A strip of land being the North-Westerly portion of subdivision number two of official subdivision number seventy-nine of cadastral lot number two hundred and nine (209—79—2). Said strip of land measuring fifteen feet in width, by the whole depth of said subdivision (No. 2) and bounded in front by St. Denis Street, in rear by a portion of the lane in rear which portion is known as official subdivision number three of subdivision number seventy-nine of said cadastral lot (209—79—3,) to the North-West by said official subdivi-

vision number eighty (209—80) and to the South-East by the remaining portion (ten feet in width) of said subdivision number two (209—79—2). The whole as appears by Deed of Exchange between the Montreal Street Railway Co. and the Lake of the Woods Milling Co., passed before Phillips, N.P., on 5th of May, 1902.

HOCHELAGA CAR BARNS, CAR BUILDINGS, SHOPS, REPAIRING
SHOPS, STORES AND OFFICES.

(1) Lot number one hundred and sixty-three (No. 163) on the official plan of the Village of Hochelaga.

(2) A lot of land of irregular figure situate in the Hochelaga Ward of the said City of Montreal, and forming part of the lot known on the Official Plan and in the Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and fifty-nine (159) and measuring fifty-one feet six inches in front on Notre Dame Street and one hundred and twenty-three feet on a roadway beside the track of the Canadian Pacific Railway Company; two hundred and thirty feet in the North-East side line; one hundred and thirty-seven feet in rear on St. Catherine Street, and two hundred and ninety-four feet nine inches in the South-West side line, and containing a superficial area of thirty-seven thousand three hundred and forty feet; bounded in front by Notre Dame Street and said roadway; on one side to the North-East by DeLevis Street; in rear by St. Catherine Street and on the other side to the South-West by lot number one hundred and sixty-three, the property of said Montreal Street Railway Company; with the buildings thereon erected.

MAISONNEUVE PROPERTY.

(3) a. Those certain subdivisions in the Town of Maisonneuve known on the subdivision plan made and filed of Lot number eighteen on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga as subdivisions four hundred and sixteen (18—416) four hundred and seventeen (18—417) four hundred and eighteen (18—418) four hundred and nineteen (18—419) four hundred and twenty (18—420) four hundred and twenty-one (421), four hundred and twenty-two (18—422), four hundred and twenty-three (18—423), four hundred and twenty-four (424), four hundred and twenty-five (425), four hundred and twenty-six (18—426), four hundred and twenty-seven (18—427), four hundred and twenty-eight (18—428), four hundred and forty (18—440), four hundred and forty-one (18—441), four hundred and forty-two (18—442), four hundred and forty-three (18—443),

four hundred and forty-four (18—444), four hundred and forty-five (18—445,) four hundred and forty-six (18—446), four hundred and forty-seven (18—447), four hundred and forty-eight (18—448), four hundred and forty-nine (18—449) four hundred and fifty (18—450), four hundred and fifty-one (18—451), four hundred and fifty-two (18—452), and four hundred and fifty-three (18—453).

b. All the right, title and interest of the Vendor in and to that portion of subdivision four hundred and twenty-nine of the said official lot (18—429) bounded at one end by Ernest Street on the sides by the subdivisions above described and at the other end by the remainder of said subdivision four hundred and twenty-nine, said portion of said subdivision four hundred and twenty-nine presently sold being of the whole width thereof by a depth of three hundred and fifteen feet or thereabouts, English measure.

PAPINEAU ROAD PROPERTIES.

(1) Lot number two hundred and thirty-one (No. 231) on the official plan of St. Mary's Ward of the City of Montreal, less any portion of the same that may have been taken for the widening of Papineau Ave.

(2) A lot of land forming the North-West part of the lot known and designated by the number three hundred and thirty-four (N.W. pt. 334) on the Official Plan and in the Book of Reference of the Municipality of the Village of Côte St. Louis, containing seventy-three feet in width by one hundred and fifty-six feet in depth, more or less, English measure. Bounded in front by Papineau Road in rear by official lot number three hundred and thirty-two, on the North-West side by lot official number three hundred and thirty-three, and on the South-East by the remainder of said lot No. 334, on all said official plan.

(3) A block of land fronting on Papineau Avenue in the St. Denis Ward of the City of Montreal, composed of subdivision lots numbers eight, nine, ten, eleven, twelve and thirteen (8, 9, 10, 11, 12 and 13) on the subdivision plan duly deposited and filed of lot number three hundred and thirty-five (335) and subdivision lots one, two, three, four and five, (1, 2, 3, 4 and 5) on subdivision plan duly made and filed of lot number three hundred and thirty-six (336), all on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis.

NOTRE DAME STREET PROPERTY.

(1) An emplacement situate in the said City of St. Henri, known as part of lot number nineteen hundred and twenty-three (1923) on the Official Plan and Book of Reference

for the Parish of Montreal, in the said County of Hochelaga, containing twenty-five feet in width in front and in rear, by sixty-seven feet nine inches on the South-Westerly side line and sixty feet three inches on the North-Easterly side line, all English measure, more or less, bounded in front to the South-East by Notre Dame Street, to the South-West by another portion of the said lot being a side lane of ten feet wide, and in rear to the North-West by property of the Grand Trunk Railway Company (formerly known as the Montreal Lachine Railway Company's property), being official lot No. 4688, and to the North-East by another portion of said lot No. 1923.

GUY STREET AND WESTMOUNT CONNECTION

(1) The exclusive right of passage on a strip of land forming part of Mountain Farm, belonging to the Gentlemen Ecclesiastics of the Seminary of St. Sulpice of Montreal, which farm is known and designated on the Official Plan and Book of Reference of St. Antoine Ward in the said City as lot number seventeen hundred and twenty (1720), and on the Official Plan and Book of Reference of the Incorporated Village of Cote des Neiges as lot number 170 (One hundred and seventy), this strip of land containing forty feet (40) in width by seven hundred and fifty (750) feet in depth, English measure, more or less, and bounded in front by Cote des Neiges road at a distance of about two hundred and seventy (270) feet above Cedar Avenue; in the rear by lot number one hundred and sixty-nine (169) of the official plan of the said Village of Cote des Neiges, and on each side by parts of the two official numbers above mentioned under which the said farm has hereinabove been designated, and crossing in a curve the North corner of the said lot No. 1720 of the said St. Antoine Ward, and the whole of lot No. 170 of the said Village of Cote des Neiges.

(2) a. Lots, subdivisions one, one *a*, two and three (1, 1*a*, 2 and 3) upon the sub-division Plan and Book of Reference thereof duly made and filed of lot number one hundred and sixty-eight (168) upon the Official Plan and Book of Reference of the said Incorporated Village of Cote des Neiges (168—1, 168—1*a*, 168—2 and 168—3).

b. Subdivisions one, two and eighteen and part of subdivision seventeen upon the subdivision Plan and Book of Reference thereof, duly made and filed of lot number one hundred and sixty-seven upon the said Official Plan and Book of Reference of the said Incorporated Village of La Cote des Neiges (167—1, 2, 18 and pt. of 17), the said part of said subdivision seventeen (No. 167—17) hereby sold and conveyed, being

comprised within the following limits, to wit: bounded at one end to the North-East by said Cote des Neiges Road, at the other end to the South-West by the continuation of the South-Westerly side lines of said lots Nos. 168—3, 167—2 and 167—18 across said lot subdivision seventeen (167—17) on one side to the North-West by said subdivision lot No. 167—18 and on the other side to the South-East by subdivision lots Nos. 167—1, 167—2, and 168—1a.

The said piece or block of land hereby conveyed and composed as above mentioned, containing a total superficies of twenty-five thousand six hundred and forty-two feet (25,642), English measure.

(3) The exclusive right and privilege to lay, construct and maintain in perpetuity a double line of tracks along the whole length of the strip of land hereinafter described and run cars over the same, with exclusive right of way for said cars over said tracks, and to place and maintain therein and thereon in perpetuity all conduits, poles, rails, wires and whatever may be necessary or expedient for or in connection with the operation of its railway throughout or along said strip of land, a perpetual servitude having been granted and created to that effect in favor of the said Vendor and assigns over, in and upon said strip of land, to wit: that certain strip of land situate in the Town of Cote des Neiges, in the District of Montreal, forming part of the lot of land known and designated upon the Official Plan and in the Book of Reference of the Village of La Cote des Neiges by the number one hundred and sixty-nine (169) and bounded said piece of land or part of lot as follows: In front to the North-West by Westmount Avenue formerly Trafalgar Avenue as established by Deed of Agreement between The Trafalgar Institute and Dame Margaret E. Robertson, wife of James A. L. Strathy, dated the tenth day of November eighteen hundred and ninety-six, passed before E. H. Stuart, Notary, and registered in the Registry Office for the Registration Division of the Counties of Hochelaga and Jacques Cartier the 13th November, 1896, under No. 64,404, said road-way having a width of sixty feet, English measure, at Cote des Neiges Road and a varying width throughout its length extending from the Cote des Neiges Road to the land of the Municipality of Westmount where it measures fifty-four feet in width adjoining Mount Pleasant Avenue, in rear to the South-East by lot number one hundred and seventy (No. 170) upon said Official Plan and Book of reference and on both sides by other parts of said official lot number one hundred and sixty-nine, and measuring said strip or piece of land forty feet in width in front along said Westmount Avenue and forty feet one inch in width along the rear line by two hundred and thirty-two feet six inches in depth on

the North-East side line and two hundred and thirty-three feet in depth on the South-West side line, and containing a total superficies of nine thousand three hundred and ten feet, English measure, the North-Easterly side line of the said strip of land upon which said rights are granted commencing at a point on the South-Easterly side line of said Westmount Avenue, distant one hundred and forty two feet, English measure, from said Cote des Neiges Road and terminating at a point on the rear line of said lot No. 169, and separating the same from lot No. 170 distant two hundred and sixty-seven feet eleven inches (267' 11") along said lastly mentioned line from said Cote des Neiges Road, as said piece of land or part of lot together with said Westmount Avenue, formerly Trafalgar Avenue, are shown upon a plan made by J. P. B. Casgrain, P.L.S., which is annexed to deed of conveyance from Westmount Land Company *et al*, passed before Stuart, N.P., on the 20th of October, 1902.

ST. PAUL LOTS.

(1) Lots numbers three thousand nine hundred and forty to three thousand nine hundred and fifty-seven (Lots Nos. 3940 to 3957) inclusive on the official plan of the Parish of Montreal.

MOUNT ROYAL AND PARK AVENUE OFFICE AND WAITING ROOM.

(1) Four lots of land situate in the Town of St. Louis, presently known and designated under the numbers sixty-eight, sixty-nine and seventy of the subdivision of the lot number thirteen and under the number one of the subdivision of the lot number fourteen (13—68, 69, and 70 and 14—1) on the Official Plan and in the Book of Reference of the incorporated Village of Cote St. Louis, with the buildings thereon erected, with the right in perpetuity in common with all others having or that may hereafter have same right, in a lane of eighteen feet left in rear of said lots, without obstructing the same in any way, with obligation of keeping said lane free and clear at all times of the year.

HEAD OFFICE PROPERTY.

(1) Lot number one hundred and sixty-three (163) on the Official Plan and Book of Reference of the Centre Ward of the city of Montreal.

DAVIDSON STREET — RUNNING RIGHTS.

All the rights that the Vendor may have in or to the land now constituting Nolan Street and Davidson Street and which it may be entitled to enjoy otherwise than under contract with the Municipality having jurisdiction over said streets.

DUCLOS RUNNING RIGHTS.

All the right, title and interest of the Vendor under a certain agreement entered into with Charles A. Duclos, Esq., bearing date 26th October, 1907, before Cameron, N.P., including the exclusive right of the Vendor to construct and operate its railway with one or two tracks as it may elect on the following immoveable property, at such location thereon throughout its length as the Vendor may choose, to wit: Subdivision two hundred and eleven (211) of lot number one (1) and subdivision one (1) of lot number three (3) on the official plan and book of reference of the Incorporated Village of Cote St. Louis; subdivision one (1) of lot number two hundred and ten (210) and subdivision one (1) of lot number two hundred and eleven (211), on the Official Plan and Book of Reference of Cote La Visitation; subdivision one (1) of lot number four hundred and eighty-one (481), and subdivision one (1) of lot four hundred and eighty-two on the Official Plan and Book of Reference of Sault au Recollet.

All the right, title and interest of the Vendor under another agreement with the said Duclos bearing date 28th November, 1907, before said Cameron, N.P., including the exclusive right of the Vendor to construct and operate its railway with one or two tracks as it may elect on the following immoveable property at such location thereon throughout its length as the company may choose, to wit: An emplacement containing a depth of sixty-six feet by a total length of one hundred and sixty-two feet, English measure and more or less, and composed of the portion of subdivision one (1) and the whole of subdivision one hundred and forty-five (145) of lot number one (1) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, said portion of subdivision one (1) containing a width of thirty-three feet in its North-West and South-East side lines which are respectively prolongations across the said subdivision one (1) of the North-West side lines of said subdivision one hundred and forty-five (145), by a depth of sixty-six feet English measure and more or less, being bounded said portion of said subdivision one (1) to the North-East by said subdivision one hundred and forty-five (145), to the South-West by Official lot number two (2), and to the North-West and South-East by the remaining portions of said subdivision one (1).

DESCRIPTION OF PROPERTY FORMERLY OWNED BY
MONTREAL PARK AND ISLAND RAILWAY
COMPANY.

MOUNTAIN BELT LINE AND CARTIERVILLE LINE.

Lot number four thousand seven hundred and seven on the Official Plan and in the Book of Reference of the Parish of Montreal.

The right of way on Maplewood Avenue and Decelles Street over a space of twenty feet in width, English measure, more or less, throughout the entire length of the said Avenue and a portion of said Street; the said Maplewood Avenue being known under the official number two hundred and twenty-one (221) on the Official Plan and Book of Reference of the subdivision of the official lot number twenty-eight (28) of the Incorporated Village of Cote des Neiges; the said portion of Decelles Street being known under the number thirty-three (33) on the Official Plan and Book of Reference of the official subdivision of the said official lot number twenty-eight (28) of the said Village of Cote des Neiges; the whole as possessed and owned by the Vendor subject to a deed passed before Hetu, Notary, on the 16th day of November, 1894, by the heirs Filiatrault, together with all the rights and privileges granted by and subject to the terms and conditions stipulated in the said deed.

Lot number one hundred and seventy-one on the Official Plan and in the Book of Reference of the Village of Cote des Neiges.

Three contiguous lots of land, each of the said lots measuring 25 feet in front by ninety-five feet in depth, the whole English measure and more or less, and being bounded in front by Maplewood Avenue and known under the number three hundred and thirty-three, three hundred and thirty-four, and three hundred and thirty-five, on the Official Plan and Book of Reference of the official subdivision of lot number twenty-eight of the Incorporated Village of Cote des Neiges.

A strip of land situate in the rear of the three lots described in the next preceding paragraph, measuring fourteen feet in width by seventy-five feet in depth, English measure and more or less, forming part of the lot known under the number three hundred and twenty-three on the Official Plan and Book of Reference of the official subdivision of said lot number 28, and bounded as follows: on the South-East by the lots described in the next preceding paragraph; on the North-West by lot number twenty-nine on the said Official Plan

and Book of Reference, and to the South-West and North-East by other parts of the said lot number three hundred and twenty-three of the said official subdivision.

A tract of land situate on the North-West side of Maplewood Avenue, composed of the lot bearing the number two hundred and seventy-three (No. 273) of the subdivision of lot number twenty-eight (28) on the Official Plan and Book of Reference of the Village of Cote des Neiges, in the County of Hochelaga, and of the lot bearing the number sixteen (No. 16) of the resubdivision of lot number two hundred and fifty-five (255) of the subdivision of lot number twenty-eight (28) of the same Official Plan and Book of Reference, with the building thereon erected.

The right to lay down, maintain and operate two tracks for a railway along Third Street in Cote St. Luc, forming part of lots Nos. 51, 62 and 64 on the Official Plan and in the Book of Reference of the Parish of Montreal.

The exclusive right of passage through lot 184 on the Official Plan and in the Book of Reference of the Parish of Montreal, being a strip of land parallel to Sherbrooke Street as existing on the 21st April, 1896, said strip containing 66 feet in breadth; bounded in front by Notre Dame de Grace Road or Montée de St. Luc, in rear by lot No. 189 on the said plan, and on both sides by the residue of said lot No. 184, and being in a straight line through the centre of said Sherbrooke Street in such manner that the said existing Sherbrooke Street shall be on each side 4 ft. 6 in. broader than the new street, the whole as set forth and on the terms and conditions contained in an agreement between Daniel J. Decarie and the Montreal Park & Island Railway Company executed before A. C. Decary, N. P. on the 21st April, 1896.

The exclusive right of passage through lot No. 189 on the Official Plan and in the Book of Reference of the Parish of Montreal at a certain place across the said property in parallel line with Sherbrooke Street as existing in the Town of Westmount on the 21st of April, 1896, said strip containing 66 ft. in breadth, bounded at one end by Sherbrooke Street the other by lot No. 184 on said official Plan, and on both sides by the remainder of said lot official No. 189, and being in a straight line through the centre of said Sherbrooke Street in such manner that the said existing Sherbrooke Street shall be on each side 4 ft. 6 in. broader than the new street, the whole as set forth and on the terms and conditions contained in an agreement between Felix Decarie and the Montreal Park & Island Railway Company executed before A. C. Decary, N.P., on the 21st April, 1896.

A strip of land, forming part of lot number fifty (50) on the official Plan and Book of Reference of the Municipality

of the Parish of Montreal, having a width of seventy-five feet by a length of two thousand eight hundred and sixty-nine feet English measure, and an area of five arpents and eight hundred and forty-seven thousandths (5.847); bounded at the North-West end by part of the same lot belonging to Zotique Decary, at the South-East end by the Montée of Notre Dame de Grace, on the South-West side by lot No. 4707 occupied by and belonging to the Vendor and on the North-East side by another part of the same lot belonging to Gervais Z. Decary or representatives.

A strip of land forming part of lot number fifty(50) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, of a uniform width of seventy-five feet by a length of two thousand nine hundred and sixteen feet English measure and an area of five arpents and nine hundred and forty-two thousandths (5.942); bounded as follows, at one end to the North-West by lot number forty-five, belonging to Gervais Decary, son of Jeremie, at the other end to the South-East by another part of said lot number fifty belonging to Gervais Decary, brother of Zotique Decary, to the South-West by part of lot number 4707 now occupied by and belonging to the Vendor, and to the North-East by another part of the same lot belonging to Zotique Decary or representatives.

A strip of land forming part of lot number forty-five (45) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, of a width of seventy-five feet by a length of five hundred and seventy-nine feet, English measure, and an area of one arpent and one hundred and seventy-nine thousandths (1.179), and bounded as follows: At the North-West end by the Canadian Pacific Railway Company, at the South-East end by lot number fifty; on the North-East side by another part of the said lot number forty-five (45) belonging to Gervais Decary or representatives and on the South-West side by lot number 4707 now occupied by and belonging to the Vendor.

Lot number two thousand six hundred and forty on the Official Plan and in the Book of Reference of the Parish of St. Laurent, less the part transferred to the corporation of the Village of St. Laurent by deed before H. Gohier, N.P., dated the 8th Aug., 1907.

A strip of land situated in the Parish of St. Laurent in the County of Jacques Cartier being a part of lot No. 581 on the Official Plan and Book of Reference of the said Parish of St. Laurent bounded, the said strip of land on the North-West by the Cote de Liesse Road, on the South-East by lot No. 171 of the Official Cadastre of the Village of Cote des Neiges and on the North-East by another portion of said lot official No. 581 hereinafter described and the South-West

by the remainder of the said lot No. 581 belonging to the Corporation of the College of St. Laurent or representatives, described as follows:—Commencing at a point at 40 feet distant from the corner where the lines of division between the properties of the Parish of St. Laurent and Cote des Neiges join and running in a Northerly direction a distance of 1784 ft. more or less to the line of division between the Cote de Liesse Road and the said lot No. 581, thence running in a North-Easterly direction along the said line of division between the Cote de Liesse Road and the said lot No. 581, a distance of 40 ft. more or less, thence running in a Southerly direction a distance of 1694 ft. more or less to the said boundaries between the Parish of St. Laurent and the Parish of Cote des Neiges, thence along the line of division between the said Parishes in a South-Westerly direction a distance of 102 feet to the point of beginning, the whole forming a strip of land 40 ft. in width and having a superficies of 1 arpent and 89–100 more or less as shown in red on the plan annexed to a deed of Exchange passed between the Corporation of the Village of St. Laurent and the Montreal Park & Island Ry. Co. before Hercule Gohier, N.P., 8th Aug., 1907.

A strip of land forming a part of lot No. 581 on the Official Plan and in the Book of Reference for the said Parish of St. Laurent containing 20 ft. in width and 1694 ft. in length bounded on one end by the boundary of the Parish of St. Laurent, on the other end by the Cote de Liesse Road, on one side to the North-East by another portion of the said official lot No. 581 belonging to the said Corporation of the College of St. Laurent or representatives and on the other side to the South-West by the right of way of the said Vendor 40 ft. in width.

A strip of land forming part of an Avenue called Florence Avenue and composed of part of subdivision two hundred and four of lot number four hundred and sixty-five (465—pt. 204) and part of subdivision twenty-six and part of subdivision one hundred and twenty-seven of lot number four hundred and sixty-six (466—pt. 26 and pt. 127) of the Official Plan and Book of Reference of the Parish of St. Laurent, in the County of Jacques-Cartier; said strip making the present right of way of said Vendor a strip of sixty feet in width in the centre of said Florence Avenue extending from Cote de Liesse Road to Cote de Vertu Road, and bounded on both sides by other portions of said Florence Avenue.

A perpetual right of way for the purpose of the establishment and exploitation of an electric railway in the Street known under the name Grand Boulevard de Plaisance in the Village of Cartierville, in the Parish of St. Laurent, known and designated on the Official Plan and Book of Reference of

the said Parish of St. Laurent as official subdivision one hundred and thirty-eight of official lot number forty-four (44—138) of the said Parish, together with the right to place in the said street all poles, rails, wires, etc., and generally all that is necessary for the establishment and exploitation of an electric railway.

Those certain parts of subdivisions one hundred and eighty-one and one hundred and eighty-two of the official subdivision of original lot 44 of the Official Plan and Book of Reference of the Parish of St. Laurent which also forms part of Park and Island Avenue, and also that part of the undivided portion of said lot 44, more particularly described as follows:—Commencing at the point which is the intersection of the division line between said subdivisions one hundred and eighty-one and one hundred and eighty-two and lot No. 40 on said Official Plan and Book of Reference, with the Southerly limits of the Back River Road, thence continuing South-Easterly along said dividing line 4,563 feet more or less to the Northerly limit of the public road, between lots numbers 42 and 44, thence South-Easterly along said limit a distance of forty feet, thence North-Westerly and parallel to the boundary line between lots numbers 44 and 40 a distance of forty feet therefrom, at right angles 4,587 feet more or less to the Southerly limit of the Back River Road, thence Easterly along the said limit a distance of 47 feet more or less to the starting point and containing an area of 185,040 sq. ft. more or less.

Two lots of land situated at Cartierville in the Parish of St. Laurent, County of Jacques Cartier, the first fronting on Boulevard de Plaisance and the second on Park & Island Avenue and known and designated on the Official Plan and Book of Reference of the said Parish of St. Laurent under the No. 44, official subdivisions No. 161, 162 (Nos. 44—161 and 162.)

Another lot of land situated in the same place and known and designated on the said Official Plan and Book of Reference as being the South-East part of the lot of land known under the number forty-four (44), official subdivision number one hundred and sixty (160) containing in this part of the lot ten feet in width by one hundred and thirteen feet in depth, more or less, English measure, bounded in front by the Street bearing the name Park & Island Avenue, to the rear by the lot of land No. 159 of the same subdivision, on one side by the lot of land above described under the number one hundred and sixty-two (162) and on the other side by the residue of the said lot of land number one hundred and sixty (160).

Another lot of land situated and fronting on the same place and known on the said Official Plan and Book of Reference

of the said Parish of St. Laurent as being the North-West part of the lot of land known under the number forty-four (44) official subdivision number one hundred and sixty-four (164), containing 30 feet in width by 113 feet in depth, more or less, English measure, and bounded in front by Park & Island Avenue, above mentioned, to the rear by the lot of land No. 163 of the same subdivision, on one side by the lot of land above described under the No. 162, and on the other side by the remainder of the said lot of land No. 164 (No. 44—164).

That certain tract or parcel of land and premises situate, lying and being in the said town and parish of St. Laurent, being a part of lot number four hundred and sixty-six (466) of the Official Plan and Book of Reference of the said Parish of St. Laurent, and which said tract or parcel of land includes the official subdivision numbers fifty-seven, fifty-eight, fifty-nine, sixty, sixty-one, sixty-two, sixty-three, sixty-four, sixty-five, sixty-six, sixty-seven and sixty-eight of the said lot known and designated under the number four hundred and sixty-six on the Official Plan and Book of Reference of the said Parish of St. Laurent, and also a part of the official subdivision number one hundred and twenty-two of the said lot known and designated under the number four hundred and sixty-six on the Official Plan and Book of Reference of the said Parish of St. Laurent (466—57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 122) and which said tract or parcel of land is enclosed by the following boundary, commencing at a point which is the intersection of the South-Western boundary of said subdivision number one hundred and twenty-two of said lot number four hundred and sixty-six, with the South-Eastern boundary of the Grand Trunk Railway's right of way and proceeding along the last mentioned boundary in a North-Easterly direction for a distance of one hundred and thirty-six feet, more or less, to its intersection with the South-Western boundary of the subdivision number one hundred and twenty-seven of the said lot number four hundred and sixty-six, thence along the last mentioned boundary in a South-Easterly direction for a distance of three hundred and thirty-three feet, more or less, to its intersection with the South-Eastern boundary of the said subdivision number sixty-eight of the said lot number four hundred and sixty-six, thence continuing South-Westerly along the last mentioned boundary for a distance of one hundred and thirty-five feet, more or less, to its intersection with the said South-Western boundary of the said subdivision number one hundred and twenty-two of the said lot four hundred and sixty, thence continuing along the last mentioned boundary in a North-Westerly direction for a distance of two hundred and fifty-four feet, more or less, to the starting point, the whole con-

taining thirty-nine thousand three hundred and twenty-five (39,325) square feet, more or less, English measure.

LACHINE LINE.

1. Lot number four thousand seven hundred and six on the Official Plan and in the Book of Reference of the Parish of Montreal.

Deducting the property sold by the Montreal Park & Island Railway Company to Dame Frances Ramsay McIntosh by deed passed before H. Baby, Notary Public, on the 10th of August 1907, which said property so sold as aforesaid is described as follows:

That certain parcel of land of irregular figure fronting on Cote St. Paul Road and forming part of lot four thousand seven hundred and six on the Official Plan and Book of Reference of the part of lot sixteen hundred and ninety-eight on the Official Plan and Book of Reference of the Parish of Montreal, described as follows: Commencing at a point formed by the intersection of the South limit of the strip of land acquired by the Montreal Park and Island Railway Company from John Nicholson *et al* by Deed of Sale passed before J. Lonergan, Notary, on the fourth day of June, eighteen hundred and ninety-six, and registered in the Registry Office of the Counties of Hochelaga and Jacques-Cartier and the Westerly line of Cote St. Paul Road, thence running Southerly along the said Westerly line of Cote St. Paul Road a distance of one hundred feet, thence Westerly and at right angles to said line, a distance of twelve feet, thence Northerly and parallel to Cote St. Paul Road a distance of thirty-eight feet, thence again Northerly a distance of twenty-five feet to a point distant seventeen feet measured at right angles from Cote St. Paul Road, thence running North-Westerly a distance of twenty feet, to a point on the Southerly limit of said strip of land acquired from said John Nicholson at a distance Westerly along such Southerly limit thirty-six feet from Cote St. Paul Road, thence Easterly along said Southerly limit a distance of thirty-six feet to the point of beginning and containing an area of (one thousand four hundred and fifty-three square feet).

Deducting also all of the property sold by the Montreal Park & Island Railway Company to The Dominion Car and Foundry Company, Limited, by deed passed before J. A. Cameron, Notary Public, on the 11th day of February, 1909, which said property so sold as aforesaid is described as follows:

An emplacement in the Town of Notre Dame de Grace, District of Montreal, formerly described as being part of lot number one hundred and thirty-seven (137) of the Official

Plan and Book of Reference of the Parish of Montreal and now described as part of lot number four thousand seven hundred and six of the said Official Plan and Book of Reference.

The said emplacement contains a width of forty-four feet measuring at right angles to the side lines thereof, by a length of two hundred feet in each of the North-West and South-East side lines, and a superficial area of eight thousand eight hundred feet, all English measure and more or less, and is bounded to the North-West by the right of way of the said Montreal Park & Island Ry. also forming part of the said official lot four thousand seven hundred and six, to the North-East by official lot one hundred and thirty-eight and to the South-East and South-West by other portions of the said lot number one hundred and thirty-seven; the North-East line of the said emplacement coinciding with and the South-West line thereof being parallel with the line of division between the said official lots one hundred and thirty-seven and one hundred and thirty-eight.

Lot number one thousand and thirty-six on the Official Plan and in the Book of Reference of the Parish of Lachine.

Lot number one thousand and thirty-five on the Official Plan and in the Book of Reference of the Parish of Lachine. Less the portion sold to the Ontario & Quebec Railway Company by deed passed before W. H. Cox, N.P., on the 14th day of July, 1908, and registered in the registry office for the Counties of Hochelaga and Jacques-Cartier under the No. 147318.

All the rights of the Vendor in and to that certain lease from Her Majesty, Queen Victoria, unto the Montreal Park and Island Railway Company, executed on the 5th day of March, 1896, before witnesses, for a term of twenty-one years, to be computed from the 1st day of May, 1896, being a lease for the purposes of the Vendor of the following immoveable property, to wit:

All those certain parcels or tracts of land and premises, situate, lying and being in the Parish of Lachine, in the County of Jacques Cartier, and Province of Quebec, being a part of lots 1005, 950 and 962 of the cadastre of the Parish of Lachine and being designated respectively, as parcel, parcels Nos. 8, 24 and 22, on the Plan and Book of Reference of the Montreal Park and Island Railway Company, on file in the Department of Railways and Canals at Ottawa and which said parcels or tracts of land are more particularly in said lease described as being as follows, that is to say:—

All that part of lot 1005 of the cadastre of the Parish of Lachine, commencing at a point on the boundary line between the Parish of Lachine and the Parish of Montreal, which

point is distant Southerly thirty-five feet measured along the said boundary line from the Southerly limit of the Grand Trunk Railway property, thence continuing along the said boundary line a distance of seventy feet, thence Westerly parallel to the Grand Trunk Railway property a distance of two thousand nine hundred and ninety feet, more or less, to the centre of the River St. Pierre, thence Northerly and Easterly following the windings of the river to the line of Southerly side of the "Laflamme" ditch produced, thence following the said Southerly side of ditch a distance of two thousand seven hundred and forty feet, more or less, to the place of beginning. The whole containing an area of five arpents and 111-1000 of an arpent, and as shewn on the plan signed by Raoul Rinfret, P.L.S., dated Montreal, November, 26th, 1895.

Also that part of lot number nine hundred and fifty (950) of the cadastre of the Parish of Lachine, commencing at a point which is the intersection of the Southern boundary of the Grand Trunk Railway Company's property and the dividing line between lots number nine hundred and fifty (950) and nine hundred and fifty-two (952), thence continuing along said dividing line for a distance of seventy feet more or less, thence Westerly and parallel to the Grand Trunk Railway Company's track for a distance of two hundred feet, more or less, to the centre of the River St. Pierre, thence Northerly and Easterly following the old course of the River St. Pierre to the Southern boundary of the Grand Trunk Railway Company's property, thence Easterly along said boundary for one hundred and ten feet, more or less, to the starting point. The whole containing an area of two hundred and thirty-three thousandths (0,233) of an arpent, and as shown on the plan signed by Raoul Rinfret, P.L.S., dated Montreal, 26th November, 1895.

Also part of lot number nine hundred and sixty-four of the cadastre of the Parish of Lachine, commencing at a point which is the intersection of the Southern boundary of the Grand Trunk Railway Company's property and the dividing line between lots number nine hundred and sixty-four (964) and nine hundred and sixty-five (965), thence continuing along said dividing line for a distance of seventy feet, more or less, thence Westerly and parallel to the Grand Trunk Railway Company's track for a distance of one hundred and twenty (120) feet, more or less, to the dividing line between lots number nine hundred and sixty-four (964) and nine hundred and fifty-two (952) thence Northerly for seventy feet, more or less, to the Southern boundary of the Grand Trunk Railway Company's property, thence Easterly along said boundary for one hundred and fifteen feet more or less

to the starting point, the whole containing an area of two hundred and fifteen thousandths (0.215) of an arpent, more or less, and as shown on the plan signed by Raoul Rinfret, P.L.S., dated 26th November, 1895.

The right to construct, maintain and operate its railway on lot No. 809 on the Official Plan and in the Book of Reference of the Town of Lachine and to exercise thereon all rights reasonable and necessary for that purpose, together with all such other right, title and interest as the Company may own in said lot after the deduction of the rights conveyed by Montreal Park & Island Railway Company to the City of Lachine by two deeds the first executed on the 15th February, 1898, before H. Schetagne, N.P., registered under No. 71504, and the second by deed executed 6th July, 1909, before J. A. Cameron, N.P., registered under No. 159945.

A strip of land lying, being and situate in the centre Ward of the Town of Lachine, containing two feet and nine inches in width by about seventy two feet in length, English measure, to be taken off number two hundred and twenty-five on the Plan and in the Book of Reference of the Town of Lachine, along the South side of said lot, from the eastern line of St. Peter Street, now 26th street, in front, to lot number two hundred and thirty-two in rear. The strip of land hereby sold and hereinbefore described is part of that lot of land known and designated under number two hundred and twenty-five on the Plan and in the Book of Reference of the cadastre of the Town of Lachine, and is bounded as follows: In front towards the West, by 26th Street, heretofore St. Peter Street, in rear or towards the East, by part of lot number two hundred and thirty-two of said cadastre of the Town of Lachine, towards the North by the remainder of said lot number two hundred and twenty-five, and on the South side, by Notre Dame Street, which is lot number eight hundred and nine on the Plan and in the Book of Reference of the cadastre of the Town of Lachine.

A right of way across a certain strip of land in the Parish of Lachine being part of cadastral lot number eight hundred and three (803) on the Official Plan and Book of Reference of the said Parish, the whole as appears from a Memorandum of Agreement made on the 2nd day of July, 1897, between the Grand Trunk Railway Company of Canada and the Montreal Park and Island Railway Company and all the rights acquired by the Montreal Park & Island Railway Company under said agreement.

LACHINE EXTENSION.

A certain emplacement or piece of land forming the Westerly corner of Dawes Avenue and Broadway in the said Town

of Lachine composed of official subdivisions numbers fifty-one, fifty-two, fifty-three and fifty-four of cadastral lot number one hundred and eighty-four (184—51, 52, 53, 54) on the Official Plan and in the Book of Reference for the said Town of Lachine.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one on the Official Plan and Book of Reference of the Town of Lachine, described as follows:

Beginning at a point on the Eastern boundary of lot number one hundred and eighty-one said point being distant in a Northerly direction seventy-three feet from the Northern boundary of the street or avenue known as Broadway; thence in a North-Westerly direction in a straight line to a point on the division line between lots sixteen and seventeen, distant in a Westerly direction one hundred and fifty feet from the intersection of this division line with the South-Western boundary of the right of way of the Grand Trunk Railway (said lots sixteen and seventeen being unofficial parts of official lot number one hundred and eighty-one, as shown on a plan prepared by Joseph Rielle, P.L.S., dated the twenty-second of June, nineteen hundred and nine; thence continuing in a North-Westerly direction in a straight line to a point on the Eastern boundary of the street known as Thirty-sixth or Boyer Avenue, said point being distant sixty-six feet from the afore-said South-Western boundary of the right of way of the Grand Trunk Railway, measured at right angles thereto; thence Northerly along the Eastern boundary of Thirty-sixth or Boyer Avenue a distance of seventy-seven and eight-tenths feet to the South-Western boundary of the right of way of the Grand Trunk Railway; thence South-Easterly along said South-Western boundary to the Eastern boundary of afore-said official lot number one hundred and eighty-one; thence Southerly along said Eastern boundary one hundred and forty-five feet to the place of beginning, and containing a superficial area of thirty nine thousand seven hundred and fifteen square feet (39,715). All of the above measurements are English measure and more or less. Being bounded said parcel of land to the South-West by another portion of lot number one hundred and eighty-one, to the North-East by the right of way of the Grand Trunk Railway; to the West by Thirty-sixth or Boyer Avenue, and to the East partly by the right of way of the Grand Trunk Railway and partly by subdivision number fifty-one of official lot number one hundred and eighty-four.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one upon the Official Plan

and Book of Reference of the Town of Lachine described as follows:

Beginning at the intersection of the South-Western boundary of the right of way of the Grand Trunk Railway with the Western boundary of the street or avenue known as Thirty-sixth or Boyer Avenue; thence Southerly along said Western boundary a distance of seventy-seven and eight-tenths feet to a point distant sixty-six feet from the aforesaid South-Western boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Westerly parallel to said South-Western boundary to the division line between lots forty-three and forty-four (said lots forty-three and forty-four being unofficial parts of official lot one hundred and eighty-one as shown on a plan made by Joseph Rielle, P.L.S., and dated the 22nd of June, 1909) thence Easterly along said division line between lots forty-three and forty-four a distance of one hundred and twenty-four and five-tenths feet to the aforesaid South-Western boundary of the right of way of the Grand Trunk Railway; thence South-Westerly along said South-Western boundary a distance of about three and eight-tenths feet to the place of beginning; and containing a superficial area of five thousand and ninety-two square feet (5,092). All of the above measurements are English measure, more or less. Being bounded said parcel of land to the South-West by another part of official lot one hundred and eighty-one, to the North-East by the right of way of the Grand Trunk Railway, to the North by another part of official lot one hundred and eighty-one and to the East by Thirty-sixth or Boyer Avenue.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one upon the Official Plan and Book of Reference of the Town of Lachine, being all that part of lot known as forty-three lying to the South-West of the right of way of the Grand Trunk Railway (said lot forty-three being an unofficial part of lot number one hundred and eighty-one as shown on a plan prepared by Joseph Rielle, P.L.S., and dated the twenty-second of June, nineteen hundred and nine). Beginning at the intersection of the South-Western boundary of the right of way of the Grand Trunk Railway with the Southern boundary of the aforesaid unofficial lot forty-three, thence Westerly along the said Southern boundary a distance of three hundred and ninety-six and eight-tenths feet to the Western boundary of official lot number one hundred and eighty-one, thence Northerly along said Western boundary a distance of two hundred and forty-eight feet to the South-Western boundary of the right of way of the Grand Trunk Railway, thence South-Easterly along said South-Western boundary to the place of beginning; and containing a super-

ficial area of forty-nine thousand two hundred and three square feet (49,203). All of the above measurements are English measure and more or less. Bounded said parcel of land to the South by another part of lot number one hundred and eighty-one, to the West by lot number one hundred and seventy-eight, to the North-East by the right of way of the Grand Trunk Railway.

That certain strip or parcel of land situate in the Town of Lachine, in the County of Jacques Cartier adjoining and parallel to the Southern boundary of the Grand Trunk Railway right of way, forming part of lot number one hundred and seventy-eight on the Official Plan and Book of Reference of the Town of Lachine, containing sixty-six feet in width by about three hundred and eighty-two feet in length, and a total superficial area of about twenty-five thousand two hundred and twelve square feet, the whole English measure and more or less, bounded as follows: To the North-East by above mentioned unofficial lot number forty-three, to the South-West and South-East by other parts of said official lot number one hundred and seventy-eight and to the North-West by the Grand Trunk Railway.

That certain piece or parcel of land situate in the Town of Lachine, county of Jacques Cartier, forming part of lot number one hundred and seventy-eight (178) on the Official Plan and Book of Reference of the Town of Lachine, and more fully described as follows: Beginning at the intersection of the division line between lots number one hundred and fifty-two (152) and one hundred and seventy-eight (178) with the Southern boundary of the right of way of the Grand Trunk Railway; thence Southerly along said division line to a point distant sixty-six feet (66) from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Easterly parallel to and distant sixty-six feet (66) from said Southern boundary a distance of four hundred and four feet (404) more or less to the South-West corner of the property next before described and thence Northerly along the Western boundary of said property to the aforesaid Southern boundary of the right of way of the Grand Trunk Railway and thence Westerly along the said Southern boundary a distance of four hundred and four feet more or less to the place of beginning.

That certain piece or parcel of land situate in the Town of Lachine, County of Jacques Cartier, forming part of lot number one hundred and fifty-two (152) on the Official Plan and Book of Reference of the Town of Lachine and more fully described as follows: Beginning at the intersection of the Western boundary of lot number one hundred and fifty two (152) with the Southern boundary of the right of

way of the Grand Trunk Railway; thence Southerly along said Western boundary to a point distant sixty-six feet (66) from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Easterly parallel to and distant sixty-six feet (66) from said Southern boundary a distance of six hundred and fifty feet (650) more or less to the division line between lots numbers one hundred and fifty-two (152) and one hundred and seventy-eight (178) thence Northerly along said division line to the aforesaid Southern boundary of the right of way of the Grand Trunk Railway; thence Westerly along said Southern boundary to the place of beginning and containing a superficial area of forty-two thousand nine hundred (42,900) square feet.

A certain part of lot official No. 899 of the Parish of Lachine, to wit: Subdivisions 31, 32, 91, 92 and 93 of official lot No. 899.

A triangular part from the North-East corner of subdivision No. 29 of official lot No. 899 of the Parish of Lachine measuring about 13 6-10 feet on its Eastern boundary, and about 32 9-10 feet on its Northern boundary, containing an area of 223 square feet, English measure and more or less; bounded to the North by subdivision 30, to the East by the division line of the Town of Lachine, and to the South-West by the remaining portion of subdivision 29 of said official lot No. 899.

The Northern part of subdivision 30 of said official lot No. 899 bounded on the South-East by a line drawn from a point on its Southern boundary distant 32 9-10 feet from its Eastern boundary to a point on its Western boundary distant 16 1-10 feet from its Northern boundary and containing an area of about 4,292 square feet English measure and more or less; bounded to the North by subdivision 31, to the East by the division line of the Town of Lachine, to the South by part of subdivision 29, and to the South-West by the remaining portion of subdivision 30, and to the West by part of subdivision 62 of said official lot 899.

A strip of land across the Northern part of subdivision 62, of said official lot number 899, measuring 100 feet at right angles to its Northern boundary and containing about 7,168 square feet, English measure and more or less, bounded to the North by the Grand Trunk Railway to the East by subdivision 31 and part of subdivision 30, to the South by the remaining portion of subdivision 62, and to the West by part of subdivision 33 and subdivision 32 of said official lot No. 899.

The Northern part of subdivision 33, of said official number 899, measuring 48 4-10 feet on its Eastern boundary and 1 1-10 feet on its Western boundary and 113 feet on its Northern

boundary, containing about 2,796 square feet, English measure and more or less; bounded to the North by subdivision 32, to the East by subdivision 62, to the South by the remaining portion of subdivision 33 and to the West by part of subdivision 90 of official lot 899.

A triangular part from the North-East corner of subdivision 90 of said official number 899 measuring about 41 1-10 feet on its Eastern boundary and about 97 4-10 feet on its Northern boundary containing about 2,002 square feet English measure and more or less; bounded to the North by subdivision 91, to the East by subdivisions 32 and 33 and to the South-West by the remaining portion of subdivision 90 of said official lot No. 899.

A strip across the Northern part of subdivision 125 of said official number 899, measuring 100 feet at right angles to its Northern boundary and containing about 7,168 square feet English measure and more or less, bounded to the North by the Grand Trunk Railway, to the East by subdivision 92 and part of subdivision 91, to the South by the remaining portion of subdivision 125, and to the West by part of subdivision 95, part of subdivision 94, and subdivision 93 of official lot 899.

A triangular part from the North-East corner of subdivision 95 of said official number 899 measuring about 16 6-10 feet on its Eastern boundary and about 38 7-10 feet on its Northern boundary containing about 320 square feet English measure and more or less, bounded to the North by part of subdivision 94, to the East by part of subdivision 125, and to the South-West by the remaining portion of subdivision 95 of said official lot No. 899.

The Northern part of subdivision 94 of said official number 899, bounded to the South-East by a line beginning at a point on its Southern boundary distant 38 7-10 feet from its Eastern boundary thence running parallel to the Southern boundary of the right of way of the Grand Trunk Railway to a point 18 5-10 feet from its Western boundary, thence following a curve of a radius of about 2,832 feet to a point in its Western boundary about 33 4-10 feet from its Southern boundary and containing an area of 4,610 square feet English measure and more or less; bounded to the North by subdivision 93, to the East by part of subdivision 125, to the South by part of subdivision 95, and the remaining portion of subdivision 94, and to the West by official lot No. 898.

A lot of land forming a part of lot eight hundred and ninety-seven (897) feet on the official Plan and in the Book of Reference of the Parish of Lachine, and more particularly described as follows; beginning at a point on the Eastern boundary of official lot number eight hundred and ninety-seven (897)

distant seventy-seven (77) feet more or less, from the Southern boundary of the right of way of the Grand Trunk Railway measured Southerly along said Eastern boundary; thence Westerly following a curve of 2,898 feet radius across lot 897 to a point on its Western boundary distant about four hundred and fifty-five (455) feet from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway; thence Southerly along said Western boundary a distance of about 66 feet, thence Easterly following a curve of 2,832 feet radius across lot 897 to its Eastern boundary; thence Northerly along its Eastern boundary a distance of about 68 feet to the place of beginning. The whole being a strip of land across the official lot number eight hundred and ninety-seven (897) of a width of 66 feet and a mean length of nine hundred and ninety-five (995) feet more or less, and containing a superficial area of sixty-five thousand six hundred and seventy feet more or less.

That certain strip or parcel of land situate at Summerlea, in the County of Jacques Cartier, known and designated as part of official lot number eight hundred and ninety-four (894) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot, bounded as follows: to the North-West and South-East by other parts of said lot eight hundred and ninety-four (894); to the North-East by lot number eight hundred and ninety seven (897); and to the South-West by lot number eight hundred and eighty-eight (888). The said strip or parcel of land being situate at a distance of about five hundred and thirty (530) feet from the line of the Grand Trunk Railway, measured along the North-East boundary line of said lot and at a distance of about seven hundred and seventy-five (775) feet from the said line of the Grand Trunk Railway measured along the South-West boundary line of said lot.

That certain strip or parcel of land situate in said Town of Summerlea in said County of Jacques Cartier known and designated as part of official lot number eight hundred and eighty-seven on the Official Plan and Book of Reference of the cadastre of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot, and bounded as follows: To the North-West and South-East by other parts of said lot number eight hundred and eighty-seven, to the South-West by lots numbers eight hundred and eighty-six, one hundred and sixty-four and one hundred and sixty-five and to the North-East by official lot number eight hundred and ninety-four, the centre line of said property or strip of land being situate at a distance of about seven hundred and seventy-five feet from the centre line of the Grand Trunk

Railway, measured along the eastern boundary of the lot presently sold.

Those certain lots of land situate at the Town of Summerlea, in the County of Jacques Cartier, known and designated as subdivisions numbers twenty-six, twenty-seven, twenty-eight, twenty-nine, one hundred and sixty-four and one hundred and sixty-five on the subdivision plan made and filed of lot number eight hundred and eighty-six on the Official Plan and Book of Reference of the Parish of Lachine in said County.

Also a strip of land forming part of subdivision seventy-six of said lot No. 886, immediately in front of said subdivisions twenty-six and twenty-eight measuring nine feet in depth by one hundred feet in width and which has been taken from Aberdeen Avenue and added on to said last mentioned subdivision lots and bounded at one end by the prolongation of the South-East side line of said subdivision twenty-six, at the other end by the prolongation of the North-West side line of subdivision No. 28, and towards the North-East by another portion of said subdivision twenty-six. The whole forming a superficial area of thirty-two thousand nine hundred and twenty-seven feet, English measure.

And also the right to extend its line, to lay its tracks and run its cars, etc., across that portion of Aberdeen Avenue situate immediately opposite and between said subdivisions twenty-six and twenty-eight on the West side of Aberdeen Avenue, and said subdivisions one hundred and sixty-four and one hundred and sixty-five on the East side of said Aberdeen Avenue.

That certain piece or parcel of land situate in the town of Summerlea in the County of Jacques Cartier, being part of lot known and designated as official lot number eight hundred and eighty-two on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot and bounded as follows: to the North-West and South-East by other parts of said official lot number eight hundred and eighty-two, to the North-East by official number eight hundred and eighty-six and to the South-West by official lot number eight hundred and eighty, the said piece or parcel of land being situate at a distance of about five hundred and thirty-five feet from the Public Road measured along the North-East boundary line of the lot hereby sold, to a point 29 feet North of Southern boundary of lot hereby purchased.

That certain piece or parcel of land situate at Dorval known and designated as part of official lot number eight hundred and seventy-five on the Official Plan and in the Book of Reference of the Parish of Lachine containing sixty-six (66) feet in depth by all the width thereof bounded as follows: To

the North-West and South-East by other parts of said official lot number eight hundred and seventy-five (875) to the South-West by official lot numbers eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) and the North East by official lot number eight hundred and seventy-six (876) the said piece or parcel of land being situate at a distance of about three hundred and twenty-one feet from the public road measured along the South-West boundary line.

That certain parcel of land forming part of lot eight hundred and seventy-four (874) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine starting at a point distant about two hundred and seventy-one feet (271) English measure, North of the Public Road along the division line between said lots eight hundred and seventy-four and eight hundred and seventy-five (874 and 875) upon said Official Plan and running along said division line in a Northerly direction sixty-six feet (66) thence in a Westerly direction a distance of thirty-six feet (36) thence in a Southerly direction parallel to division line between said lots 874 and 875 sixty-six feet (66), thence in an Easterly direction thirty-six feet (36) to the starting point. All the above measurements are English measure, and more or less. Being bounded said parcel of land to the North and South by that portion of said lot eight hundred and seventy-four (874) belonging to Joseph H. Decary or representatives to the East by a portion of lot eight hundred and seventy-five (875) and to the West by another portion of lot eight hundred and seventy-four (874), the property of the Vendor.

That certain parcel of land forming part of lot eight hundred and seventy-four (874) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine, starting at a point distant about two hundred and seventy-one feet (271) North of the Public Road and ten feet (10) East of the division line of said lot eight hundred and seventy-four (874) with lot eight hundred and seventy-two (872) upon said Official Plan, thence running in an Easterly direction fifty feet (50) thence Northerly in a line parallel to the side lines of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) thence Westerly in a line parallel to above course of fifty feet a distance of fifty feet (50) thence Southerly in a line parallel to the side lines of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) to the starting point. All the measurements are English measure and more or less.

That certain parcel of land composed: 1st. Of a portion of lot eight hundred and seventy-four upon the Official Plan and Book of Reference for the Municipality of the Parish

of Lachine, described as follows: Starting at a point along the division line of lot eight hundred and seventy-four (874) with lot eight hundred and seventy-two (872) upon said Official plan distant two hundred and seventy-one feet (271) Northerly of the Public Road, thence running in an Easterly direction ten feet (10) in a perpendicular line to the sidelines of said lot eight hundred and seventy-four (874) thence in a Northerly direction in a line parallel to the side line of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) thence in a Westerly direction in a perpendicular line to the side line of said lot eight hundred and seventy-four a distance of ten feet (10) thence running in a Southerly direction along the division line between said lots eight hundred and seventy-two and eighty hundred and seventy-four (872 and 874) to the starting point.

2nd. Of a portion of said lot eight hundred and seventy-two (872) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine, described as follows: Starting at a point along the division line between said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) distant two hundred and seventy-one feet (271) from the Public Road thence running in a Westerly direction, in a perpendicular line to the division line of said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) a distance of twenty-eight feet (28) thence in a Northerly direction a distance of sixty-seven feet (67) thence Easterly a distance of twenty-eight feet (28) to the division line between said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) thence in a Southerly line along said division line a distance of sixty-seven feet more or less to the starting point.

That certain piece or parcel of land situate in the Village of Dorval in the County of Jacques Cartier known and designated as part of official lot number eight hundred and seventy-two (872) on the Official Plan and Book of Reference of the Parish of Lachine containing sixty-six feet in depth by the width of said lot, extending to the part belonging to J. H. Decary *et al.* Bounded to the North-West and South-East by other parts of said official lot number eight hundred and seventy-two (872), to the South-West by official lot number eight hundred and sixty eight (868) and to the North-East by another part of said official lot number eight hundred and seventy-two (872) belonging to Decary the said piece or parcel of land being situate at a distance of about three hundred and two feet from the public road measured along the South-West boundary line of said lot and at a distance of about three hundred and four feet measured along the North-East boundary line thereof, English measure.

Those certain parcels of land forming parts of lots eight hundred and sixty-six (866) and eight hundred and sixty-eight (868) on the Official Plan and Book of Reference of the Parish of Lachine, containing each of said parts sixty-six feet in depth by all the width thereof, bounded said part of lot eight hundred and sixty-six (866) to the North-West and South-East by other parts of said lot, to the North-East by said lot eight hundred and sixty-eight (868) and to the South-West by lot eight hundred and sixty-five (865); the said lot eight hundred and sixty-eight (868) to the North-West and South-East by other parts of said lot, to the North-East by lot eight hundred and seventy-two (872), and to the South-West by said lot eight hundred and sixty-six (866); said parcels of land being contiguous and situate at a distance of about 302 feet from the public road measured along the North-East boundary line of said lot number eight hundred and sixty-eight (868) and at a distance of about three hundred and fifty-two (352) feet from the said public road measured along the said South-West boundary line of said lot number eight hundred and sixty-six (866).

That certain strip or parcel of land situate in the Village of Dorval in the County of Jacques Cartier measuring sixty-six feet in width by about nine hundred and forty-four feet in length, composed of part of the unsubdivided portion of the lot known and designated as lot number eight hundred and sixty-five (865) in the Official Plan and Book of Reference of the Parish of Lachine, and also of parts of the lots known as subdivisions forty-one (41), forty-seven (47), forty-eight (48), forty-nine (49), sixty-six (66), sixty-seven (67) and sixty-eight (68) of the subdivision plan duly made and filed of said official number eight hundred and sixty-five (865). The strip of land of the width aforesaid extending across the whole width of original lot number eight hundred and sixty-five (865), and being bounded as follows: At one end to the East by original lot number eight hundred and sixty-six; at the other end to the West by parts of lots numbers eight hundred and eleven (811) and eight hundred and twelve (812); on one side to the North by part of said unsubdivided portion of lot eight hundred and sixty-five (865), part of subdivision lot forty-one (41) of said lot number eight hundred and sixty-five (865) (Decary Avenue) and the remaining portions of said subdivisions lots numbers forty-eight (48), forty-nine (49), sixty-six (66) and sixty-seven (67), and on the other side to the South by another part of said unsubdivided portion of lot number eight hundred and sixty-five (865), another part of said subdivision number forty-one (41) of lot number eight hundred and sixty-five (865) (Decary Avenue), and the remaining portions of said subdivisions

forty-seven (47) and sixty-eight (68) of lot number eight hundred and sixty-five (865), the centre line of said strip of land at its Easterly boundary on the division line between the said original lot number eight hundred and sixty-six and said subdivision numbers sixty-seven and sixty-eight (68) of original lot number eight hundred and sixty-five, being about three hundred and fifty-two feet from the Northerly boundary of the Public Road, the said strip of land extending to the division line between said unsubdivided portion of original lot number eight hundred and sixty-five (865) and parts of lots numbers eight hundred and eleven (811) and eight hundred and twelve (812), the areas taken from the said subdivision lots hereby sold being respectively as follows: From subdivision lot number forty-nine (49) about seventy-two square feet; from subdivision lot number forty-eight, about four thousand two hundred and two square feet; from subdivision lot number forty-seven (47) about two thousand five hundred and fifty square feet; from subdivision lot number forty-one (41) about four thousand five hundred and fifty-four square feet; from subdivision lot number sixty-six (66) about four hundred and ninety square feet; from subdivision lot number sixty-seven, about six thousand nine hundred and eighty square feet; from subdivision lot number sixty-eight (68) about two thousand seven hundred and two square feet; from the unsubdivided part of lot number eight hundred and sixty-five (865) about forty thousand seven hundred and eighty-eight square feet, making a total superficial area of about sixty-two thousand three hundred and thirty-eight square feet. The said strip of land hereby sold may otherwise be described as follows: Beginning at the intersection of the centre line of Montreal Park & Island Railway Company with the Eastern boundary of lot number eight hundred and sixty-five (865), the property of Benjamin Decary, thence Southerly along said Eastern boundary a distance of thirty-three feet to a point, thence Easterly parallel to said centre line of the Montreal Park & Island Railway, a distance of nine hundred and forty-four feet more or less to the Western boundary of lot number eight hundred and sixty-five thence Northerly along said Western boundary crossing the centre line of the Montreal Park & Island Railway to a point distant thirty-three feet in a Northerly direction and at right angles from the said centre line, thence Easterly and parallel to said centre line to the Eastern boundary of lot number eight hundred and sixty-five (865), thence Southerly thirty-three feet to place of beginning, containing 17-10 arpents more or less.

That certain piece or parcel of land situated at Dorval, in the Municipality of the Parish of Lachine, containing sixty-six feet in width by two hundred and twenty-four feet in length, and which may be more particularly described

as follows: Beginning at a point on the East boundary of Dorval Avenue, eight hundred and fifty-three feet from the North boundary of the public road, thence extending North-Westerly along the said boundary of Dorval Avenue, a distance of about thirty-four feet, thence in a South-Easterly direction a distance of about two hundred and twenty-four feet to the West boundary of lot official number eight hundred and sixty-five (865), thence Southerly along the said boundary a distance of about sixty-eight feet, thence Westerly parallel to the afore-mentioned line of about two hundred and twenty-four feet in length to the East boundary of said Dorval Avenue, thence North-Westerly along said boundary about thirty-four feet to the place of beginning, said piece or parcel of land being composed of parts of lots numbers eight hundred and eleven, (811), eight hundred and twelve (812) and eight hundred and thirteen (813) on the Official Plan and Book of Reference of the Municipality of the Parish of Lachine bounded said emplacement as follows: To the North by part of said lots eight hundred and twelve (812), and eight hundred and thirteen (813); to the South by other parts of said lots numbers eight hundred and eleven (811) and eight hundred and twelve (812); to the East by said lot number eight hundred and sixty-five (865); to the West by Dorval Avenue aforesaid, the said piece or parcel of land hereby sold having a superficial area of about fourteen thousand eight hundred and eleven (14,811) feet; all of the said measurements are English measure, more or less.

That certain piece or parcel of land situate at Dorval in the Municipality of the Parish of Lachine, containing sixty-six (66) feet in width by seven hundred and seventy-seven (777) feet in length and which may be more particularly described as follows: beginning at a point on the West boundary of Dorval Avenue eight hundred and fifty-four (854) feet from the North boundary of the public road, thence extending Northerly along the said West boundary of Dorval Avenue a distance of about thirty-four feet, thence in a Westerly direction a distance of seven hundred and seventy-seven (777) feet, more or less, to the West boundary of said official lot number five hundred and fifty-five (555), thence Southerly along the said boundary a distance of about sixty-eight (68) feet, thence Easterly parallel to the aforementioned course of seven hundred and seventy-seven feet in length to the West boundary of said Dorval Avenue, thence Northerly along said boundary about thirty-four feet (34) to the place of beginning. The said piece or parcel of land being composed of parts of lots numbers seven hundred and seventy-seven (777), seven hundred and seventy-eight (778), seven hundred and seventy-nine (779), seven hundred and eighty (780), seven hundred and twenty-five (725), seven hundred and twenty-three

(723), five hundred and ninety-three, (593), five hundred and ninety-four (594), five hundred and ninety-five (595), five hundred and ninety-seven (597), five hundred and ninety-eight (598), five hundred and fifty-five (555), and the whole of lot five hundred and ninety-six (596) on the Official Plan and Book of Reference of the Municipality of the Parish of Lachine, the said emplacement being bounded as follows: to the North by part of said lots numbers seven hundred and seventy-eight (778), seven hundred and seventy-seven (777), seven hundred and twenty-five (725), seven hundred and twenty-three (723), five hundred and ninety-seven (597), five hundred and ninety-eight (598), and five hundred and fifty-five (555); to the South by part of said lots numbers seven hundred and seventy-nine (779), seven hundred and eighty (780), seven hundred and twenty-five (725), seven hundred and twenty-three (723), five hundred and ninety-three (593), five hundred and ninety-four (594), five hundred and ninety-five (595) and five hundred and fifty-five (555); to the East by Dorval Avenue aforesaid; and to the West by lot number two hundred and fifty-four (254). The said piece or parcel of land hereby sold containing a superficial area of fifty-one thousand two hundred and eighty-two (51,282) feet. All of said measurements are English measure, more or less.

That certain piece or parcel of land situate at Dorval containing sixty-six feet in width by four hundred and sixty-eight (468) feet in length which may be more particularly described as follows:

Beginning at a point on the East boundary of lot number nineteen (19) on the Official Plan and Book of Reference of the Parish of Lachine ten hundred and seventeen (1017) feet from the North boundary of the public road, thence extending Northerly along the said East boundary of lot number nineteen (19) a distance of about thirty-four (34) feet, thence extending in an Easterly direction a distance of four hundred and sixty-eight feet, more or less, to the West boundary of lot official number five hundred and fifty-five (555), thence Southerly along the said boundary a distance of about sixty-eight (68) feet, thence Westerly parallel to the aforementioned course of four hundred and sixty-eight (468) feet in length to the East boundary of said lot number nineteen (19), thence Northerly along said boundary about thirty-four (34) feet to the place of beginning. The said piece or parcel of land being composed of parts of lots two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and fifty-two (152), one hundred and fifty-one (151), one hundred and fifty (150), one hundred and forty-nine (149), one hundred and forty-eight (148) and twenty-two (22) on the Official Plan

and Book of Reference of the Parish of Lachine, in the County of Jacques Cartier bounded said emplacement as follows: to the North by part of said lots numbers two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and forty-nine (149), one hundred and forty-eight (148) and twenty-two (22); to the South by part of said lots numbers two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and fifty-three (153), one hundred and fifty-two (152), one hundred and fifty-one (151) and twenty-two (22): to the East by lot number five hundred and fifty-five (555) and to the West by lot number nineteen (19). The said piece or parcel of land hereby sold containing a superficial area of thirty thousand eight hundred and eighty-eight feet (30,888); all of the said measurements are English measure, more or less.

That certain parcel of land situate in the Parish of Lachine, known and designated as part of official lot number nineteen (19) on the Official Plan and Book of Reference of the said Parish of Lachine, containing sixty-six feet (66) in depth by all the width of said lot, bounded as follows: to the North-West and South-East by other parts of said official lot number nineteen (19); to the South-West by lot official number eighteen (18); and to the North-East by a lane, being official lot number twenty-two (22). The said parcel of land being situate at a distance of about one thousand and seventeen feet from the public road measured along the North-East boundary line of official lot number nineteen (19) and at a distance of about seven hundred and eighty-seven (787) feet from the said public road measured along the South-West boundary line of said lot.

That certain parcel of land situate in the Parish of Lachine known and designated as part of official lot number eighteen (18) on the Official Plan and Book of Reference of the said Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot bounded as follows: to the North-West and South-East by other parts of said official lot number nineteen (19); to the South-West by official lot number sixteen (16); and to the North-East by official lot number nineteen (19). The said parcel of land being situate at a distance of about seven hundred and eighty-seven (787) feet from the public road measured along the North-East boundary line of said official lot number sixteen (16) and at a distance of about seven hundred and sixty-eight feet (768) measured along the South-West boundary line of said lot; the whole English measure, more or less.

That certain parcel of land situate in the said Town of Dorval known and designated as part of official lot number fifteen (15) on the said official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in

depth by all the width of said lot, and bounded as follows: to the North-West and South-East by other parts of said official lot number fifteen (15); to the South-West by lot official number fourteen (14), and to the North-East by official lot number sixteen (16). Said parcel of land being situate at a distance of about ten hundred and sixteen (1,016) feet from the public road measured along the North-East boundary line of said official lot number fifteen (15) and at a distance of about eleven hundred and sixteen (1,116) feet measured along the South-West boundary line of said lot; all of said measurements are English measure, more or less.

That certain strip or parcel of land situate in the Village of Dorval, in the County of Jacques Cartier, measuring sixty-six feet in width by about eleven hundred and seventy-five feet in length, forming part of the lots known and designated by the numbers thirteen and fourteen (13 and 14) on the Official Plan and Book of Reference of the Parish of Lachine. The said strip of land of the width aforesaid extending across the entire width of said lots numbers thirteen and fourteen and bounded as follows: At one end to the West by lot number twelve on said Official Plan, at the other end to the East by lot number fifteen on said Official Plan on one side to the North by the Northerly portions of said lots thirteen and fourteen and on the other side by other portions of said lots thirteen and fourteen, the centre line of said strip of land commencing at a point on the division line between said lots twelve and thirteen about ten hundred and twenty-six feet North of the Public Road and extending to a point on the division line between said lots numbers fifteen and fourteen about eleven hundred and sixteen feet North of the Public Road.

That certain parcel of land situate in the Town of Dorval known and designated as part of official lot number twelve (12) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot, and bounded as follows: to the North-West and South-East by other parts of said official lot number twelve (12); to the South-West by lot official number eleven (11), and to the North-East by official lot number thirteen (13). The said parcel of land being situate at a distance of about ten hundred and twenty-six (1026) feet from the public road measured along the North-East boundary line of said official lot number twelve (12) and at a distance of about seven hundred and forty-five (745) feet measured along the South-West boundary line of said lot.

That certain piece or parcel of land situate at Dorval, forming part of the lot known and designated as official lot number eleven (11) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot and bounded as follows:

To the North-West and South-East by other parts of said official lot number eleven (11), to the South-West by official lot number ten (10) and to the North-East by official lot number twelve (12), the centre line of said piece or parcel of land being situate at a distance of about seven hundred and forty-five feet from the public road measured along the North-East boundary line and about a distance of four hundred and sixty-three feet measured along the South-West boundary line, English measure.

SAULT-AU-RECOLLET LINE.

Lots numbers one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-six and thirty-seven inclusive and forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight and forty-nine inclusive of lot number three hundred and forty-three on the Official plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

A right of way over and upon that certain property known and designated as lots subdivision Nos. seven hundred and forty-five (745), eight hundred and nineteen (819), and nine hundred and ninety-two (992) of the official subdivision of official lot number ten (10) upon the Official Plan and Book of Reference of the Village of Cote St. Louis, in the County of Hochelaga, together with the strips of land each five feet in width added to the said lot subdivision number seven hundred and forty-five (745) of the said official lot number ten (10) on each side thereof detached for this purpose from subdivision numbers seven hundred and forty-six (746), seven hundred and forty-seven (747), seven hundred and forty-eight (748), seven hundred and forty-nine (749), seven hundred and fifty (750), seven hundred and fifty-one (751), seven hundred and fifty-two (752), seven hundred and fifty-three (753), seven hundred and fifty-four (754), seven hundred and thirty-six (736), seven hundred and thirty-seven (737), seven hundred and thirty-eight (738), seven hundred and thirty-nine (739), seven hundred and forty (740), seven hundred and forty-one (741), seven hundred and forty-two (742), seven hundred and forty-three (743), seven hundred and forty-four (744) of the said official lot number ten (10), and also together with the strips of land ten feet in width added to the said lot subdivision number eight hundred and nineteen (819) of said official lot number ten (10) on the East side thereof detached for this purpose from subdivisions

numbers seven hundred and fifty-four (754), seven hundred and fifty-five (755) seven hundred and eighty-three (783), seven hundred and eighty-four (784), seven hundred and eighty-five (785), seven hundred and eighty-six (786), seven hundred and eighty-seven (787), seven hundred and eighty-eight (788), seven hundred and eighty-nine (789), seven hundred and ninety (790), seven hundred and ninety one (791), seven hundred and ninety-two (792), seven hundred and ninety-three (793), seven hundred and ninety-four (794), seven hundred and ninety-five (795), seven hundred and ninety-six (796), seven hundred and ninety-seven (797), seven hundred and ninety-eight (798), seven hundred and ninety-nine (799), eight hundred (800), eight hundred and one (801), eight hundred and two (802), eight hundred and three (803), eight hundred and four (804), eight hundred and five (805), eight hundred and six (806), eight hundred and seven (807), eight hundred and eight (808), eight hundred and nine (809), eight hundred and eighteen (818) of the said official lot number ten (10), and the right to construct and to operate upon the said immoveables a railway and to make all excavations and earth works which they may deem advisable and to use the earth of said immoveables for that purpose and to lay rails and ties, erect posts for overhead wires, and to do in general all other things necessary for the construction and operation of the said railway, the whole as acquired by the Montreal Park & Island Railway Company under a deed of agreement from James Baxter *et al* executed before Olivier, N.P., on the 25th day of August 1893, together with all and sundry the rights and privileges therein granted to the said Vendor.

A right of way upon that certain property known and designated as a certain strip of land forming part of lot number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, in the County of Hochelaga; the said strip measuring in length eighteen hundred and twenty-seven feet and in breadth about seventy feet; the Western boundary line of said strip being situated at a distance of two hundred and twenty feet from St. Lawrence Street and the Eastern boundary line at a distance of two hundred and ninety feet from the said St. Lawrence Street, the said strip being moreover bounded to the North, East and West by part of official lot number ten (10) on the Official Plan and Book of Reference of the Village of Cote St. Louis, County of Hochelaga, and to the South by lot official subdivision number nine hundred and ninety-two (992) of official lot number ten (10) of the said Official Plan and Book of Reference.

A like right of way upon that certain property known

and designated as that part of Isabeau Street being subdivision eighteen hundred and seventy of lot number ten on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis, comprising the whole width of said subdivision number, bounded at one end to southwest by the centre of Beaubien Avenue or St. Dominique Street, and bounded at the other end by lot official number three hundred and forty on said Official Plan.

A right of way upon that certain property known and designated as a certain strip of land forming part of lot number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, in the County of Hochelaga; said strip measuring in length six hundred and ninety-five feet and in breadth about seventy feet; the western boundary of said strip being situated at a distance of two hundred and twenty-feet from St. Lawrence Street and the Eastern boundary at a distance of two hundred and ninety feet from the said St. Lawrence Street; bounded to the North by St. Lawrence Street, to the East and to the West by part of lot official number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis; and to the South by lot official subdivision number one thousand and twenty-seven (1027) of the said lot No. 10 of the Official Plan and Book of Reference of the said Incorporated Village of Cote St. Louis; together with the right upon the said above described immoveables to construct and operate a railway, to make all excavations and earth works which they may deem advisable, and to use the earth of said immoveables for that purpose; to lay rails and ties, erect posts for overhead wires and do in general all other things necessary for the construction and operation of the said railway, provided that a convenient roadway be left to the public, the whole as possessed and owned by the Vendor subject to the terms of a deed of sale passed between the Montreal Park and Island Railway Company and the Hon. Louis Beaubien before Olivier, Notary, on the 22nd day of September 1894, and subject to all and sundry the terms and conditions thereof.

Lot number three hundred and forty-two on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

Lot number three hundred and forty-one on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

Lot number two thousand six hundred and forty-one on the Official Plan and in the Book of Reference of the Parish of St. Laurent.

All the right, title and interest of the Vendor in and to a certain agreement between the Montreal Park and Island

Railway Company and U. H. Dandurand in trust, passed before Leclerc, N.P., on the 11th day of September, 1908, and more particularly but not so as to limit the generality of the foregoing the exclusive right in perpetuity for the benefit of the Vendor's lines of railway, more particularly of the parts thereof comprising cadastral lots numbers 2640, 2641 on the Official Plan and in the Book of Reference of the Parish of St. Laurent of constructing, maintaining and operating upon and over the immoveable property hereinafter described a line of street railway of one or two tracks as the Vendor may from time to time elect and all appurtenances thereof including poles and necessary sidings if the Vendor at any time so desire for the transportation of passengers, mails, freight and other property and for such other purposes as the business of the Vendor may require.

The said immoveable property before referred to being a strip of land extending through a block of land purchased by the said Dandurand from the Catholic Institution of Deaf Mutes by Deed of Sale passed before Leclerc, N.P., on the 10th day of January, 1907, registered under the number 131895, H. & J. C., which said strip extends through the said block of land in continuation of St. Denis Street as far as the Vervais Road, including the said strip of land the following lots to wit: lot number fifty-seven (57) of the subdivision plan of lot number nine (9) on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis; lot number forty (40) of the subdivision plan of lot number two thousand six hundred and forty-four of the Official Plan and Book of Reference for the Parish of St. Laurent; and lots numbers sixty-three (63) two hundred and forty-six (246), six hundred and fifty-three (653) one thousand and forty-nine (1,049) one thousand four hundred and forty-five (1445) one thousand eight hundred and forty (1840) and two thousand two hundred and twenty-one (2221) of the subdivision plan of lot number two thousand six hundred and forty-three (2643) upon the said Official Plan and Book of Reference of the Parish of St. Laurent, and such portions of the following lots as are intersected by the line of St. Denis Street as shown upon the said subdivision plans, namely, lot seven hundred and thirty-six (736) on the said Official Plan and Book of Reference of St. Laurent, lot sixty-two (62) on the subdivision plan of said lot two thousand six hundred and forty-four of said Parish and lots one hundred and eighty-seven (187) five hundred and eighty-two (582) nine hundred and seventy-four (974) one thousand three hundred and seventy (1370) one thousand seven hundred and sixty-six (1766) and two thousand one hundred and fifty-four (2154) on the subdivision plan of said lot two thousand six

hundred and forty-three (2643) of said Parish, the said lots being shewn upon said plans as avenues crossing St. Denis Street.

Three certain lots of land being situate on Cote St. Laurent Road at the corner of Benoni Street, known and designated as lots subdivision numbers one, two, and three on the subdivision plan duly made and filed of lot number two hundred and seventy-one on the Official Plan and Book of Reference of the Parish of St. Laurent (271—1, 271—2 and 271—3.)

A right of way for the term of thirty years computed from October 14th, 1893, and an extension for a further term of thirty years over a strip of land not exceeding twenty-five feet in width, extending from the Southern boundary of those certain farms known as lots Nos. two hundred and sixty-nine (269) on the Official Plan and Book of Reference of the Parish of St. Laurent and two hundred and twenty-nine (229) and two hundred and thirty (230) on the Official Plan and Book of Reference of the Parish of Sault au Recollet throughout the whole length of the said farms; said strip of twenty-five feet to be situated four feet from the Westerly line of cadastre number two hundred and sixty-nine (269) and continued in a straight line through cadastre number two hundred and twenty-nine (229) to the Sault au Recollet road; any extension through cadastre number two hundred and thirty (230) in the future to be at the option of the grantor.

A strip of land twenty-five feet in width running through the centre of a street located or to be located running Easterly and Westerly across the Northerly end of lot number two hundred and twenty-nine (229) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, at no greater distance than six hundred and fifty feet from the Back River road, and running parallel to it, or in lieu thereof the right of use for the construction and operation of the company's railway of thirty feet of ground to be taken along the front of said lot number two hundred and twenty-nine (229) and contributed for widening the turnpike; provided the turnpike road trustees consent to such use of the same; it being agreed that the Montreal Street Railway Company shall not place its track on said strip of land contributed nearer than twenty feet of the line of fence on the Northerly line of said lot number two hundred and twenty-nine (229); all the rights and privileges of the Vendor in and to and over the said lots numbers two hundred and sixty-nine (269), two hundred and twenty-nine (229) and two hundred and thirty (230) are hereby conveyed subject to the terms and conditions of the deed under which they were acquired by the Montreal Park & Island Railway Company from Dame

Catherine Mitcheson executed before Labadie, N.P., on the 4th day of October 1893.

Lot number five hundred and five on the Official Plan and in the Book of Reference of the Parish of Sault-au-Recollet.

Those certain nine lots of land known as subdivision Nos. one hundred and ninety-nine, two hundred, two hundred and one, two hundred and two, two hundred and three, two hundred and four, two hundred and five, two hundred and six, two hundred and seven on the subdivision plan duly made and filed of lot number one hundred and sixty-four on the Official Plan and in the Book of Reference of the Parish of Sault au Recollet in the District of Montreal (164—199, 200, 201, 202, 203, 204, 205, 206 and 207.)

ST. VINCENT DE PAUL EXTENSION.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and fifty-eight (158) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and fifty-six feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and fifty feet also to the South of the said Road, the said strip of land containing one hundred and forty-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and fifty-eight (158) to the East by lot number one hundred and sixty (160) on the aforesaid Official Plan and Book of Reference, and to the West by subdivision number one hundred and sixteen (116) of lot number one hundred and sixty-four (164) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and sixty (160) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and fifty feet to the South of the King's Highway, and on the East line starting from a point situated five hundred and forty-four feet also to the South of the said Road, the said strip of land containing one hundred and forty-five feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and sixty (160); to the West by lot number one hundred and fifty eight (158) and to the East by lot number one hundred and

sixty-three (163); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot number one hundred and sixty-three (163) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and forty-four feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and thirty-three feet also to the South of said road, the said strip of land containing two hundred and ninety-two feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and sixty-three (163); to the West by lot number one hundred and sixty (160) and to the East by lot number one hundred and thirty-four (134), all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and thirty-four (134) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated five hundred and thirty-three feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and ninety-six feet also to the South of the said Road, the said strip of land containing seven hundred and seventy-seven feet in length in its median line and being bounded to the South by the residue of said lot number one hundred and thirty-four (134); to the North of said lot number one hundred and thirty-four by the lot number one hundred and thirty-five (135); to the West by lot number one hundred and sixty-three (163) and to the East by lot number one hundred and thirty-three (133); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and thirty-three (133) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and ninety-six feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and seventy-eight feet also to the South of the said road, the said strip containing two hundred and ninety-five feet in length in its median line, being bounded to the North and to the South by the residue of said lot number one hundred and

thirty-three (133); to the West by lot number one hundred and thirty-four (134) and to the East by lot number one hundred and twenty-eight (128); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and twenty eight (128) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of said lot, starting from a point situated five hundred and seventy-eight feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated six hundred and twenty-nine feet also to the South of said Road, the said strip containing two hundred and eighty feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and twenty-eight (128); to the West by lot number one hundred and thirty three (133) and to the East by lot number one hundred and twenty-seven (127) all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a direct line the width of the West half of said lot number one hundred and twenty-seven (127) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said half of said lot starting at a point situated six hundred and twenty-nine feet to the South of the King's Highway, and on the East line of the said half of said lot, starting at a point situated six hundred and four feet also to the South of said Road, the said strip of land containing two hundred and ninety-two feet in length in its median line and being bounded to the North and to the South by the residue of the said half of said lot number one hundred and twenty-seven (127); to the East by the East half of lot number one hundred and twenty-seven (127) and to the West by lot number one hundred and twenty-eight (128) of the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet, crossing in a slightly curved line all the width of the East half of lot one hundred and twenty-seven (127) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured on the West line of the said half of lot number one hundred and twenty-seven (127) starting from a point situated six hundred and four feet to the South of the King's Highway, and on the east line of the said half of said lot, starting from a point situated five hundred and twenty-five feet also to the South of said Road, the said strip of land measuring two hundred and ninety-

two feet in length in its median line, and being bounded to the North and to the South by the residue of the said half of said lot number one hundred and twenty-seven (127); to the West by the West half of said lot one hundred and twenty-seven (127) and to the East by number one hundred and twenty-six (126) of the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and twenty-six (126) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of said lot starting from a point situated five hundred and twenty-five feet to the South of the King's Highway, and on the East line of said lot starting from a point situate three hundred and eighty-seven feet also to the South of said Road, the said strip of land measuring five hundred and ninety-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and twenty-six (126); to the West by lot number one hundred and twenty-seven (127) and to the East by lot number one hundred and sixteen (116); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet, crossing in a straight line the whole width of lot number one hundred and sixteen (116) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated three hundred and eighty-seven feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and twenty-seven feet also to the South of said Road, the said strip of land containing six hundred and eighty-one feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and sixteen (116) to the West by lot number one hundred and twenty-six (126) all of the aforesaid Official Plan and Book of Reference, and to the East by a public road.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot, one hundred and seven (107) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated four hundred and twelve feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and three feet also to the South of the said Road, the said strip of land measuring one hundred and thirty-eight feet in length in its

median line, and being bounded to the North and to the South by the residue of said lot number one hundred and seven (107); to the East by lot number one hundred and eight (108), on the aforesaid Official Plan and Book of Reference; to the West by the Road known as La Montée de la Cote St. Michel.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and eight (108) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and three feet to the South of the King's Highway, and on the East line of said lot starting from a point situated four hundred and two feet also to the South of the said Road, the said strip of land measuring one hundred and ninety-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and eight (108); to the West by lot number one hundred and seven (107) and to the East by lot number one hundred and nine (109); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and nine (109) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and two feet to the South of King's Road, and on the East line of the said lot starting from a point situated six hundred and eighty-seven feet also to the South of the said Road, the said strip of land containing eighty-seven feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and nine (109); to the West by lot number one hundred and eight (108) and to the East by lot number one hundred and ten (110); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and ten (110) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated six hundred and eighty-seven feet to the South of the King's Highway, and on the East line of said lot starting from a point situated about eight hundred and five feet also to the South of said Road, the said strip of land containing eighty-seven feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and ten (110); to the

West by lot number one hundred and nine (109) and to the East by lot number one hundred and thirteen (113); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot number one hundred and thirteen (113) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated six hundred and eighty-seven feet to the South of the King's Highway and on the East line of said lot starting from a point situate eight hundred and forty-nine feet also to the South of said road, the said strip of land containing four hundred and twelve feet in length in its median line, and being bounded to the North and to the South by the residue of the said lot number one hundred and thirteen (113); to the West by lot number one hundred and nine (109) and to the East by lot number ninety-seven (97) all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number ninety-seven (97) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated eight hundred and forty-nine feet to the South of the King's Highway, and on the East line of said lot starting from a point situated eight hundred and eighty (880) feet also to the South of said Road, the said strip containing four hundred and eighty-three feet in length in its median line, and bounded as follows: To the North and to the South by the residue of said lot number ninety-seven (97); to the West by lot number one hundred and thirteen (113) and to the East by lot number ninety-three (93) all on the aforesaid Official Plan and Book of Reference.

A strip of land of uniform depth of sixty-six feet crossing in a slightly curved line all the breadth of lot number ninety-three (93) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated eight hundred and eighty feet to the South of the King's Highway, and on the East line of the said lot starting at a point situated eight hundred feet also to the South of said road, the said strip of land measuring three hundred and forty (340) feet in length in its median line, and being bounded to the North and South by the residue of said lot number ninety-three; to the West by lot number ninety-seven (97) and to the East by lot number ninety (90), both on the Official Plan and Book of Reference above mentioned.

A strip of land of a uniform depth of sixty-six feet cross-

ing in a slightly curved line all the width of lot number ninety (90) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth in the West line of the said lot, starting at a point situated eight hundred feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifty-five feet also to the South of the said Road, the said strip of land measuring three hundred and forty (340) feet in length in its median line and being bounded to the North and South by the residue of said lot number ninety (90), to the West by lot number ninety-three (93) and to the East by lot number eighty-six (86) both on the Official Plan and Book of Reference aforesaid.

A strip of a uniform depth of sixty-six feet, crossing in a slightly curved line all the width of lot number eighty-six (86) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and fifty-five (755) feet to the South of the King's Highway and on the East line of the said lot, starting from a point situated seven hundred and forty-six feet also to the South of said Road, the said strip of land measuring two hundred and twenty feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number eighty-six (86); to the West by lot number ninety (90) and to the East by lot number eighty-five (85), both on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line all the width of lot number eighty-five (85) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and forty-six feet, to the South of the King's Highway, and on the East line of the said lot, starting from a point situated seven hundred and sixty-five feet also to the South of said road, the said strip measuring three hundred and twenty feet in length in its median line and being bounded to the North and to the South by the residue of said lot number eighty-five (85); to the West by lot number eighty-six (86) and to the East by lot number eighty-two (82) all on the Official Plan and Book of Reference aforesaid.

A strip of land of a uniform depth of 66 feet crossing in a straight line the whole width of lot No. 82 on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet; the said strip of land to be measured in its depth on the West line of the said lot from a point situated at 765 feet to the South

of the highway and on the East line of the said lot from a point situated at 805 feet to the South of the said highway, the said strip of land measuring 330 feet in length in its median line and bounded on the North and on the South by the remainder of said lot No. 82 on the West by lot No. 85 and on the East by lot No. 79 on the same Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-nine (79) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated eight hundred and five feet to the South of the King's Highway and on the East line of the said lot, starting from a point situated nine hundred and sixty-four feet also to the South of the said Road, the said strip of land containing three hundred and eighteen feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number seventy-nine (79); to the West by lot number eighty-two (82) and to the East by lot number seventy-seven (77); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-seven (77) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated nine hundred and sixty-four feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated nine hundred and one feet also to the South of the said Road, the said strip of land containing three hundred and eighteen feet in length in its median line and being bounded to the North and to the South by the residue of said lot number seventy-seven (77); to the West by lot number seventy-nine (79) and to the East by lot number seventy-six (76); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-six (76) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated nine hundred and one feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated eight hundred and one feet also to the South of the said Road, the said strip containing four hundred and fifteen feet in length in its median line and being bounded to the North and to the South by the residue of said lot number

seventy-six (76); to the West by lot number seventy-seven (77) and to the East by lot number seventy-three (73); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-three (73) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot, starting from a point situated eight hundred and one feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred feet also to the South of the said Road, the said strip of land measuring four hundred and six feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number seventy-three (73); to the West by lot number seventy-six (76) to the East by lot number seventy (70); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy (70) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated seven hundred feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and seven feet also to the South of said Road, the said strip of land measuring two hundred and two feet in its median line, and being bounded to the North and to the South by the residue of lot number seventy (70); to the West by lot number seventy-three (73) and to the East by lot number sixty-six (66); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-five (65) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated seven hundred and fifteen feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and twenty feet also to the South of the said Road, the said strip of land containing two hundred and eight feet in length in its median line and being bounded to the North and to the South by the residue of said lot number sixty-five (65); to the West by lot number sixty-six (66) and to the East by lot number sixty-three (63); all on the Official Plan and Book of Reference aforesaid.

(2) A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-six

(66) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situate seven hundred and seven feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifteen feet also to the South of the said Road, the said strip containing two hundred and eight feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number sixty-six (66); to the West by lot number seventy (70) and to the East by lot number sixty-five (65); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-three (63) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated seven hundred and twenty feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifty feet also to the South of the said Road, the said strip of land containing two hundred and fourteen feet in length in its median line, being bounded to the North and to the South by the residue of said lot number sixth-three (63); to the West by lot number sixty-five (65) and to the East by lot number sixty-two (62); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-two (62) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and fifty feet to the South of the King's Highway and on the East line of the said lot starting from a point situated seven hundred and eighty-five feet, also to the South of the said road, the said strip measuring two hundred and two feet in length in its median line and being bounded to the North and South by the residue of said lot number sixty-two (62); to the West by lot number sixty-three (63) and to the East by lot number sixty-one (61); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the half of lot number sixty-one (61) (being the West half) of the Official Plan and Book of reference of the Parish of Sault-au-Recollet the said strip of land to be measured in depth on the West line of the said West half of said lot number sixty-one (61) starting from a point situated seven hundred and eighty-five feet to the South of the King's Highway, the said strip of land

containing the half of four hundred and eighteen feet (209) feet in length in its median line which is fixed by two points, of which one is taken on the West line of the West half of lot sixty-one (61) and situated seven hundred and eighty-five feet to the South of the King's Highway, and the other point is taken on the East line of the East half of said lot number sixty-one (61) and situated eight hundred and fifty feet to the South of the King's Highway, being bounded to the North and to the South by the residue of the West half of lot number sixty-one (61); to the West by lot number sixty-two (62) and to the East by the East half of lot number sixty-one (61) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the half of lot number sixty-one (61) (being the East half) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet the said strip of land to be measured in depth on the East line of the said East half of said lot number sixty-one (61) starting from a point situated eight hundred and fifty feet to the South of the King's Highway, the said strip of land containing the half of 418 feet (209 feet) in length in its median line which is fixed by two points of which one is taken on the Eastern line of the East half of said lot number sixty-one (61) and situated eight hundred and fifty feet to the South of the King's Highway, and the other point is taken on the Western line of the West half of said lot number sixty-one (61) and situated seven hundred and eighty-five feet to the South of the King's Highway, and being bounded to the North and to the South by the residue of the East half of said lot number sixty-one (61); to the West by the West half of lot number sixty-one (61) and to the East by lot number sixty (60) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty (60) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated eight hundred and fifty feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and eighty-five feet also to the South of the said Road, the said strip of land containing four hundred and twelve feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number sixty (60); to the West by lot number sixty-one (61) and to the East by lot number fifty-nine (59); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet

crossing in a straight line the whole width of lot number fifty-nine (59) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated seven hundred and eighty-five feet to the South of the King's Highway and on the East line of said lot starting from a point situated seven hundred and twenty feet also to the South of the said Road, the said strip of land containing four hundred and eight feet in length in its median line and being bounded to the North and to the South by the residue of said lot number fifty-nine (59); to the West by lot number sixty (60) and to the East by lot number fifty-two (52); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line, the whole width of lot number fifty-two (52) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and twenty feet to the South of the King's Highway and on the East line of the said lot starting from a point situated six hundred and ninety-three feet also to the South of the said Road, the said strip of land measuring three hundred and thirty-nine feet in length in its median line and being bounded to the North and to the South by the residue of said lot number fifty-two (52); to the West by lot number fifty-nine (59) and to the East by lot number fifty (50); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the West half of lot number fifty (50) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, said strip to be measured in depth on the West line of the said half starting from a point situated six hundred and ninety-three feet to the South of the King's Highway, and on the East line starting from a point situated seven hundred and twenty-two feet also to the South of the said Road, said strip measuring two hundred and ninety-three feet in length in its median line and being bounded to the North and to the South by the residue of the said half of said lot number fifty (50); to the East by the East half of said lot number fifty (50) and to the West by lot number fifty-two (52); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the East half of lot number fifty (50) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to

be measured in depth, starting from two points; first, on the West line and the other on the East line of the said half, these two points being each situated seven hundred and twenty-two feet to the South of the King's Highway, the said strip of land measuring three hundred and seven feet in length in its median line, and being bounded to the North and to the South by the residue of the said half of lot number fifty (50) and to the West by the West half of said lot number fifty (50) and to the East by lot number forty-five (45); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number forty-five (45) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated seven hundred and twenty-two feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and sixty-seven feet also to the South of the said Road, the said strip of land measuring three hundred and ninety-six feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number forty-five (45); to the West by the West part of lot number fifty (50) and to the East by lot number thirty-eight (38); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet being a part of lot number thirty-eight (38) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land starting from a point situated on the South line of the said lot about seven hundred and sixty-seven feet to the South of the King's Highway, thence continuing in a straight line towards the North-East a distance of one hundred and five feet on the North line and one hundred and fifty feet on the South line of the said strip, and thence in a curve of a radius of five hundred feet to meet the East line of said lot number thirty-eight (38) at a point situated seven hundred and twenty feet to the South of the said King's Highway, and thence the said strip continues up to the said King's Highway, following continuously the said East line of said lot number thirty-eight (38), the said strip containing in length one thousand two hundred and thirty-five feet in its North line and one thousand four hundred and seventeen feet in its South line, the said strip being bounded to the North and to the South and to the West by the residue of said lot number thirty-eight (38) and to the East by lot number thirty-seven (37); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet being

a portion of lot number thirty-nine (39) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth starting from the East line of the said lot number thirty-nine (39) and measuring in length six hundred and three feet in its West line, starting from the King's Highway and four hundred and thirty-seven feet in its East line also measuring from the said Road, the said strip being bounded to the North and to the West by the residue of said lot number thirty-nine (39); to the South by the King's Highway and to the East by lot number thirty-seven (37) of the aforesaid Official Plan and Book of Reference,

A certain piece of land of irregular form situate in the Parish of Sault-au-Recollet, in the County of Hochelaga, and forming part of lot number thirty-eight (38) on the Official Plan and Book of Reference of the said Parish of Sault-au-Recollet and more particularly described as follows: Commencing at a point on the Southern line of a strip of land belonging and forming the right of way of the said Vendor and forming part of the aforesaid lot number thirty eight (38) at a distance of one hundred and fifty feet from the West line of said lot number thirty-eight, and from there towards the North-East in a straight line following the prolongation of the Southern line of the said right of passage across lots forty-five and fifty on the said Official Plan and Book of Reference for a distance of two hundred and forty feet, English measure, more or less, to a point distant about fifty feet from the East line of the said lot number thirty-eight, measured at a right angle, from there towards the South parallel to the East line of said lot for a distance of two hundred and ninety-one feet, more or less; from the latter point at a right angle to the North-East for a distance of fifty feet, more or less, to the Eastern line of said lot number thirty-eight; from there to the North West along the Eastern line of lot number thirty-eight for a distance of six hundred and twelve feet, more or less, to the place where the South-East line of the said right of passage joins the Eastern boundary of the said lot number thirty-eight about seven hundred and twenty-feet from the Southern boundary of the public road; from this latter point toward the South along the South Eastern boundary of the said right of passage to the point of departure and containing thirty thousand one hundred feet in superficies the whole as appears by plan of the said line annexed to deed of sale from Alphonse Pigeon to Montreal Park and Island Railway Company passed before L. A. Dumesnil, on July 16th, 1909.

NEW SHOPS

That certain farm in the St. Denis Ward of the City of Montreal, forming the greater portion of the lot known and designated as number three hundred and forty (340) on the Official Plan and Book of Reference of the Parish of St. Laurent, containing about seventy-five arpents in superficies more or less without warranty as to precise measurement, and bounded, said part in front to the South-East partly by the public road, and partly by the portion of the same official lot hereinafter described, in rear by the North-West line of the Parish of St. Laurent, on one side to the North-East by official lots three hundred and fourteen to three hundred and thirty-seven, both inclusive, part of official lot three hundred and thirty-eight, and by the said portion of said official lot three hundred and forty hereinafter described, and on the other side to the South-West by official lots three hundred and forty-one and three hundred and forty-two of said Parish.

With the buildings thereon erected.

The portion of said official lot three hundred and forty hereby sold is the whole of said lot after deducting a small L. shaped portion thereof at the East corner lying to the North-West and South-West of lot three hundred and thirty-nine of said Plan and Book of Reference; which said deducted portion of lot three hundred and forty and the whole of said lot three hundred and thirty-nine, together form an emplacement presently in the possession of one Lagacé and containing a width of forty-two feet in front and forty feet in rear, by a depth of forty-four feet from front to rear on a line drawn through the middle of said emplacement and bounded in front by the public road, in rear and on one side to the South-West by the portion of said lot three hundred and forty hereby sold and on the other side to the North-East by official lot three hundred and thirty-eight.

MAISONNEUVE LINE

All the Vendor's right, title and interest in and to a certain agreement between the Montreal Park and Island Railway Company and the St. Lawrence Construction Company, Limited, passed before Victor Morin N.P., on the 23rd day of December, 1908, and more particularly but not so as to limit the generality of the foregoing, the exclusive right of constructing and operating in perpetuity a line of surface street railway propelled by electricity or other motive power which it might have in operation in the City of Montreal, with one or two tracks, as the said Vendor may from time to time elect, and all appurtenances thereof, including poles

and sidings, if the Vendor at any time so desires, for the transportation of passengers, mails, freight or other property and for such other purposes as the business of the Vendor may require in the streets, parts of streets or part of lots herein-after mentioned, to wit:

1st. In a portion of a projected street being part of the lot number one (P of No. 1) of the subdivision of lot number one hundred and eighty-three (183) on the Official Plan of the Village of Cote Visitation, containing one hundred feet in width, by thirty feet in depth, the whole English measure and more or less, bounded to the North-West by that part of Avenue Pie IX., bearing the number two hundred and fifty-one (No. 251) of the said subdivision, to the South-East by the part of the said Avenue Pie IX., situate in the Town of Maisonneuve, and on both sides by other parts of the said lot number one of the said subdivision.

2nd. In that portion of Masson Street, being a part of lot number three hundred and forty-six (P. of No. 346) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by sixty feet in depth, the whole English measure and more or less, bounded to the North-West by the part of said Avenue Pie IX., bearing the number six hundred and ten (No. 610) of the said subdivision, to the South-East by the part of the said Avenue Pie IX. bearing the number two hundred and fifty-one (No. 251) of the said subdivision, and on both sides by other parts of said lot number three hundred and forty-six of the said subdivision.

3rd. In that portion of Dandurand Street, being a part of lot number seven hundred and four (pt. of No. 704) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by sixty feet, the whole English measure and more or less, bounded to the North-West by the part of said Avenue Pie IX bearing the number nine hundred and eighty-one (No. 981) of the said subdivision, to the South-East by part of said Avenue Pie IX bearing the number six hundred and ten (No. 610) of the said subdivision and on both sides by other parts of said lot number seven hundred and four of the said subdivision.

4th. In that portion of said Avenue Pie IX extending from the piece of land hereinabove firstly described to the piece of land hereinabove secondly described, containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less, being lot number two hundred and fifty-one (No. 251) of the subdivision of said lot number one hundred and eighty-three (183).

5th. In that portion of said Avenue Pie IX, extending from Masson Street to Dandurand Street, containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less being lot number six hundred and ten (No. 610) of the subdivision of said lot number one hundred and eighty-three (183).

6th. In that portion of said Avenue Pie IX, extending from Dandurand Street to that portion of the Chemin de la Cote Visitation, bearing the number one thousand and sixty-seven (No. 1067) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less, being lot number nine hundred and eighty-one (No. 981) of the said subdivision of lot number one hundred and eighty-three.

The whole subject to the terms and conditions in the said deed stipulated.

DESCRIPTION OF PROPERTY FORMERLY OWNED BY MONTREAL TERMINAL RAILWAY COMPANY

LINE FROM MONTREAL THROUGH LONGUE POINTE AND POINTE AUX TREMBLES INCLUDING POWER HOUSE AND CHAPELLE DE LA REPARATION BRANCHES.

All English measure, more or less, unless otherwise stated.

A tract of land, in the Town of Maisonneuve, extending from the South-Westerly limits of said Town to the South-Westerly limits of the Parish of Longue Pointe; which part of the said railway is known and designated on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, under the special number one hundred and eighty-two (182) and comprises an area of six arpents and nineteen perches.

A piece of land in the Parish of Longue Pointe, in the County of Hochelaga, extending from the North-Eastern limits of the Town of Maisonneuve to the South-Western limits of the Parish of Pointe aux Trembles; which part of said Railway is known and designated on the Official Plan and Book of Reference for the Parish of Longue Pointe in the County of Hochelaga under the special number five hundred and six (506) and contains an area of forty-two arpents and fifteen perches.

A piece of land in the Parish of Pointe aux Trembles, in

the County of Hochelaga, extending from the South-Western limits of said Parish to the intersection of said Railway with the Montreal Turnpike Trust Road at or near the banks of the River des Prairies, and comprising an area of seventy-two arpents and twenty-five perches, which part of said Railway is known and designated on the Official Plan and Book of Reference for the Parish of Pointe aux Trembles under the special number two hundred and thirty-six (236).

The extension and sidings from the points of its main line, in the Parish of Pointe aux Trembles, to the Power House and car sheds on the bank of the River St. Lawrence, which said extension and sidings and lands are known and designated on the Official Plan and Book of Reference for the said Parish of Pointe aux Trembles under the special number two hundred and thirty-seven (237) and comprise an area of three arpents and fifty perches together with all buildings thereon constructed.

Lots numbers one (1) and one hundred and eighty-seven (187) of the official subdivision of the original lot number two hundred and thirty-five (235) of the Official Plan and Book of Reference for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising the former an area of two hundred and thirty-two thousand one hundred and thirty-eight feet and the latter five thousand three hundred and sixty-two feet respectively, English measure and more or less.

That part of lot number two hundred and thirty-four (234) of the official cadastre for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising an area of about ten arpents and eighty-eight perches, more or less, bounded as follows:—North-Easterly by lots number one (1) and one hundred and eighty-seven (187) of the official subdivision of original lot number two hundred and thirty-five (235) of the official cadastre for the Parish of Pointe aux Trembles, South-Westerly by part of lot number two hundred and thirty-three (233), North-Westerly by River des Prairies, and South-Easterly by the special cadastre number two hundred and thirty-six (236) of the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles.

The North-Westerly part of lot number two hundred and thirty-three (233) of the official cadastre for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising an area of about ten arpents and nineteen perches, more or less, bounded as follows:—North-Easterly by the part lot number two hundred and thirty-four (234), hereinbefore described and by another portion of the same lot, the property of Napoleon Mercier, or his representatives, South-Westerly by the public road between said part of lot number two hundred

and thirty-three (233) and lot number two hundred and thirty-two (232) of the same cadastre, North-Westerly by River des Prairies, and South-Easterly by the Montreal Turnpike Trust Road; deduction to be made from the said part of said lot number two hundred and thirty-three (233) presently described of the portion thereof taken for the purposes of the said Railway and hereinbefore transferred.

A strip of land of a width of thirty feet by all the depth there may be extending from the tracks of the Vendor which cross the lots of land known and designated under the numbers two hundred and eight and two hundred and nine of the official Plan and Book of Reference of the Parish of Pointe aux Trembles as far as a chapel called the Chapel de la Reparation, erected upon the lot number two hundred and eight aforesaid, making a depth of about twenty-four arpents the said strip of land is made up of the following immoveable properties, to wit:—

1. Of a part of the said lot two hundred and eight, measuring ten feet in width by the depth aforementioned, to be taken on the division line between the lots two hundred and eight and two hundred and nine, aforesaid.

2. Of part of the aforesaid lot two hundred and nine, measuring twenty feet in width by the entire depth aforementioned to be taken upon the length of the same line of division, also ground taken from the aforesaid lots numbers two hundred and eight and two hundred and nine for the curves to join the existing tracks of the company, extending East and West, with the strip of land hereinabove described and a piece of land to be taken near the said chapel de la Reparation upon the aforesaid lot number two hundred and eight to establish a curve towards the West for the purpose of the railway for which the above described land is acquired, the whole as acquired by the Vendor by deed of sale from A. Brisset executed before Paquet, N.P., on the 4th day of May, 1900, and subject to all the terms and conditions therein stipulated.

Deducting, however, from the property hereinbefore described, part of the above described property sold by the Montreal Terminal Railway Company to the Chateauguay and Northern Railway by deed passed before R. A. Dunton, N.P., on the 26th of June, 1902, which part of said property so sold to the Chateauguay and Northern Railway Company is described as follows:

FIRST.—That certain tract or parcel of land forming the South-Easterly part of lot number five hundred and six, of the Official Plan and Book of Reference of the Parish of Longue Pointe extending from the Eastern limit of the Town of Maisonneuve to the Western limit of the Parish of Pointe aux Trembles and divided from the North-Westerly part

of said lot number five hundred and six by a line parallel to the North-Western boundary of said lot and forty feet distant therefrom; bounded North-Westerly by the North-Westerly residue of said lot number five hundred and six the property of the Vendor; North-Easterly by lot number two hundred and thirty-six (236) of the Official Plan and Book of Reference of the Parish of Pointe aux Trembles; and South-Westerly by lot number one hundred and eighty-two of the official cadastre of the Incorporated Village of Hochelaga, South-Easterly by the South-Easterly parts of lots number five, eight, nine, fifteen, twenty, twenty-one, twenty-six, twenty-eight, twenty-nine, thirty-four, thirty-five, thirty-eight, forty, forty-one, forty-two, one hundred and eighty-four, three hundred and twenty-five, three hundred and twenty-six, three hundred and twenty-seven, three hundred and thirty-one, three hundred and thirty-two, three hundred and thirty-five, three hundred and thirty-seven, three hundred and eighty-nine, three hundred and ninety, three hundred and ninety-one, three hundred and ninety-four, three hundred and ninety-five, three hundred and ninety-six, three hundred and ninety-seven, three hundred and ninety-eight, three hundred and ninety-nine, four hundred, four hundred and one, four hundred and three, four hundred and four, four hundred and five, four hundred and six, four hundred and seven, four hundred and eight and four hundred and nine, of the Official Plan and Book of Reference of the said Parish of Longue Pointe.

SECOND.—That certain tract or parcel of land in the Parish of Pointe aux Trembles consisting of that part of lot number two hundred and thirty-six on the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles, extending from the division line between said Parish of Pointe aux Trembles and the Parish of Longue Pointe to the division line between lots numbers two hundred and twenty-eight and two hundred and twenty-nine, of the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles and divided from the North-Westerly part of said lot number two hundred and thirty-six, by a line drawn parallel to and forty feet distant from the North-Western boundary of said lot number two hundred and thirty-six, bounded towards the North-East by the North-Easterly residue of said lot number two hundred and thirty-six, South-Westerly by lot number five hundred and six of the Official Plan and Book of Reference of the Parish of Longue Pointe; North-Westerly residue of said part of said lot number two hundred and thirty-six the property of the Vendor towards the South-East by the Southerly parts of lots numbers seventy, seventy-two, seventy-three, seventy-four, seventy-five, seventy-six, seventy-

seven and seventy-eight, seventy-nine, eighty, eighty-one, eighty-two, eighty-three, eighty-four, eighty-five, eighty-six, eighty-seven, eighty-eight, ninety, ninety-two, ninety-three, one hundred, one hundred and one, one hundred and eight, one hundred and nine, one hundred and twenty-one, one hundred and seventy-four, one hundred and seventy-seven, one hundred and eighty, one hundred and eighty-one, one hundred and eighty-two, one hundred and eighty-four, one hundred and eighty-five, one hundred and eighty-six, one hundred and ninety, one hundred and ninety-one, one hundred and ninety-five, one hundred and ninety-six, one hundred and ninety-seven, one hundred and ninety-eight, one hundred and ninety-nine, two hundred, two hundred and two, two hundred and three, two hundred and four, two hundred and five, two hundred and six, two hundred and seven, two hundred and eight, two hundred and nine, two hundred and ten, two hundred and eleven, two hundred and twelve, two hundred and thirteen, two hundred and fourteen, two hundred and fifteen, two hundred and sixteen, two hundred and seventeen, two hundred and eighteen, two hundred and twenty-two, two hundred and twenty-four, two hundred and twenty-five, two hundred and twenty-six, two hundred and twenty-seven, two hundred and twenty-eight, save and except that part of the above described tract of land comprising the continuation of lot number two hundred and thirty-seven of the width of forty feet, twenty feet on each side of the centre line of the Railway of the Vendor, presently constructed thereon between the North-Western boundary of said lot number two hundred and thirty seven and the North-Western boundary of the parcel of land above described.

All measures being English and more or less.

THIRD.—That certain tract of land consisting of the South-Easterly part of lot number one hundred and eighty-two on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga situate in the Town of Maisonneuve and extending from the Easterly limit of the City of Montreal to the Westerly limit of the Parish of Longue Pointe, and being divided from the North-Western part of said lot number one hundred and eighty-two by a line commencing at a point on the division line between the City of Montreal and the Town of Maisonneuve, distant one hundred and thirty-four feet from the North-Western boundary of Ontario Street, thence continuing in a North-Easterly direction parallel to and fourteen feet distant from the North-Western boundary to said lot number one hundred and eighty-two across the whole width of lot number eighteen of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga to a point on the division line between said lot number eighteen

and lot number one hundred and eight of the subdivision of original lot number seventeen of the same cadastre, distant thirty-four feet (more or less) from the intersection of the line dividing lots numbers one hundred and nine and one hundred and ten of said original lot number seventeen and said lot number eighteen thence continuing in a North-Easterly direction by a slightly curved line to the right, to a point on the South-Westerly boundary of Jeanne d'Arc Avenue in the said Town of Maisonneuve, distant fourteen feet in a South-Easterly direction from the division line between said lot number one hundred and eighty-two (182) and lot number one hundred and ten (110) of the subdivision of original lot number seventeen; thence continuing in a North-Easterly direction by a slightly curved line to the left, to a point on the South-Western boundary of Pius 9th Avenue, distant fourteen feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-Easterly direction parallel to the North-Westerly boundary of said lot number one hundred and eighty-two and fourteen feet distant therefrom to a point on the South-Western boundary of Fifth Avenue in said Town of Maisonneuve distant fourteen feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-Easterly direction to a point on the South-Western boundary of First Avenue in said Town of Maisonneuve, distant fourteen feet measured South-Easterly from the North-Westerly boundary of said lot number one hundred and eighty-two which said line from Fifth Avenue to First Avenue shall intersect the South-Westerly boundaries of Fourth, Third and Second Avenues in said Town of Maisonneuve at points fourteen feet respectively distant thereon measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-Easterly direction to a point on the division line between the Town of Maisonneuve and the Westerly limit of the Parish of Longue Pointe, distant thirty-seven and a half feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two, which said tract of land is bounded as follows: North-Westerly by the residue of said lot number one hundred and eighty-two, the property of the Vendor; North-Easterly by lot number five hundred and six of the Official Plan and Book of Reference of the Parish of Longue Pointe, South-Westerly by lot number one hundred and eighty-two of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga; South-Easterly by the South-Easterly part of lot number eighteen, lot number one hundred and six on the subdivision plan of lot number seven-

teen, lots numbers three hundred and twenty-four, three hundred and fifty-five, three hundred and sixty-one, three hundred and eighty, three hundred and seventy-four, four hundred and eleven, and four hundred and forty on the subdivision plan of lot number fourteen; lots numbers four hundred and seventy, four hundred and fifty-five, four hundred and twenty-five, four hundred and forty, three hundred and ninety-seven, three hundred and sixty-seven and three hundred and eighty-two of the subdivision of original lot number eight, the Southerly parts of lots number seven, three and four, lots numbers eight hundred and ninety-eight, two hundred and fourteen, one hundred and ninety-four and one hundred and eighty-four of the subdivision of original lot number two, lots numbers one thousand and eight, nine hundred and eighty-seven, nine hundred and seventy-eight, two hundred and eighteen, one hundred and ninety-six, and one hundred and eighty-eight on the subdivision plan of lot number one-A and lots numbers six hundred and twenty-five, six hundred and one, five hundred and ninety-four and one hundred and ten, on the subdivision plan of lot number one, all of the official cadastre of the Incorporated Village of Hochelaga now forming part of the town of Maisonneuve.

And also deducting from the said property hereinbefore described, that part of the property sold by the Montreal Terminal Railway Company to the Canadian Northern Quebec Railway Company by deed passed before R. A. Dunton, N.P., on the 31st of August, 1910, described as follows, namely:

That tract or parcel of land consisting of the North-Westerly part of lot number one hundred and eighty-two (182) of the official cadastre of the Incorporated Village of Hochelaga, extending from the Easterly limit of the City of Montreal, to Desjardins Street, in the Town of Maisonneuve and enclosed by a line commencing at a point on the division line between the City of Montreal and the Town of Maisonneuve, distant one hundred and thirty-four feet measured in a North-Westerly direction from the North-Western boundary of Ontario Street; thence continuing in a Northerly and North-Easterly direction parallel to and fourteen feet distant from the North-Western boundary of said lot number one hundred and eighty-two (182) across the whole width of lot number eighteen (18) of the cadastre of the said Incorporated Village of Hochelaga to a point on the division line between said lot number eighteen (18) and original lot number seventeen (17) of the cadastre of the Incorporated Village of Hochelaga, distant thirty-four feet, more or less, measured in a South-Easterly direction from the intersection of the division line between said lot number one hundred and ten (110) and lot number one

hundred and nine on the subdivision plan of lot number seventeen and said lot number eighteen of the said cadastre of the said Incorporated Village of Hochelaga, thence, continuing in a North-Easterly direction by a slightly curved line to the right to a point on the South-Western boundary of Jeanne d'Arc Avenue, in the Town of Maisonneuve distant fourteen feet measured in a South-Easterly direction from the division line between said lot number one hundred and eighty-two (182) and lot number one hundred and ten (110) of the subdivision of original lot number seventeen (17) of the said cadastre of the Incorporated Village of Hochelaga; thence continuing in a North-Easterly direction by a slightly curved line to the left to a point on the South-Western boundary of Pie Neuf Avenue distant fourteen feet measured South-Easterly from the North-Western boundary of said lot number one hundred and eighty-two (182) thence continuing in a North-Easterly direction parallel to the North-Western boundary of said lot number one hundred and eighty-two (182) and fourteen feet distant therefrom to a point on the South-Western boundary of Desjardins Street, in the said Town of Maisonneuve, which said tract of land is bounded as follows:—South-Easterly by the residue of that part of said lot number one hundred and eighty-two, the property of the Chateauguay and Northern Railway Company, North-Easterly by Lasalle Avenue, in the Town of Maisonneuve South-Westerly by part of lot number one hundred and eighty-three of the cadastre of the Incorporated Village of Hochelaga North-Westerly by lot number eighteen of the cadastre of the Incorporated Village of Hochelaga, lot number one hundred and ten of the subdivision of original lot number seventeen, lots numbers three hundred and twenty-eight, the North-Western half of three hundred and fifty-three, the North-Western half of three hundred and eighty-two and lot number four hundred and seven of the official subdivision of original lot number fourteen (14) of the cadastre of the Incorporated Village of Hochelaga.

ONTARIO AND VALOIS AVENUE POWER HOUSE.

The lots of land known and described as numbers five hundred and ninety-one (591), five hundred and ninety-two (592) five hundred and ninety-three (593) and five hundred and ninety-four (594), of the official subdivision of the lot known as number twenty-two (22), on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, bounded in front by Valois Avenue, and in rear by a lane bearing number six hundred and seventeen (617) of the said subdivision.

All the rights of ownership and property or other rights which the Vendor has or may have in, to and upon that part of the lot known as number five hundred and ninety (590), of the official subdivision of the said lot number twenty-two (22) which has been left and detached to form a lane, according to the terms mentioned in a deed of sale consented by Joseph Haynes to The Chateauguay and Northern Railway Company, executed before P. Mainville, Notary, at Montreal, on the seventeenth day of April, eighteen hundred and ninety-seven, registered at the registry office for the Counties of Hochelaga and Jacques Cartier, on the twenty-fourth day of the same month and year under No. 66938.

Which part of said lot number five hundred and ninety contains fifteen feet in width by the whole depth of the said lot number five hundred and ninety (590), and is bounded as follows, in front by said Valois Avenue, in rear by said lot number six hundred and seventeen (617); on one side by said lot number five hundred and ninety-one (591) and on the other side by the remainder of the said lot number five hundred and ninety (590).

All that part of the said lane known as number six hundred and seventeen (617) of the said official subdivision of the said lot number twenty-two (22) situate in rear and being adjacent to the lots and portion of lots hereinbefore mentioned, containing about one hundred feet in length, by the whole width of the said lane and being bounded on one side by the hereinabove described and presently sold lots and portion of lot and on the other side by the property belonging to the Estate Bourbonniere or representatives, at one end by that portion of the said lot number six hundred and seventeen sold by the said Haynes to The Chateauguay and Northern Railway Company, by the deed of sale hereinabove mentioned and dated the seventeenth day of April eighteen hundred and ninety-seven, and at the other end, by the remainder of the said lot number six hundred and seventeen.

From which is detached a portion of the said lot number five hundred and ninety-four, next to the lot number five hundred and ninety-five, of the official subdivision of the said lot number twenty-two containing fifteen feet in width by the whole depth of the said lot number five hundred and ninety-four (594), bounded in front by Valois Avenue, in rear by the said lane number six hundred and seventeen, on one side by the said lot number five hundred and ninety-five (595) and on the other side by the remainder of the said lot number five hundred and ninety-four (594), left as a lane for the perpetual use in common of the parties having right thereto, and of the said purchaser and their respective representatives, to replace the lane above mentioned, heretofore forming part of the said lot number five hundred and ninety.

DAVIDSON AND DUQUETTE STREET PROPERTY.

The lots of land known and described as numbers three hundred and eighty-six (386), three hundred and eighty-seven, (387), three hundred and eighty-eight (388), and three hundred and eight-nine (389) of the Official subdivision of the lot known as number twenty-nine (29) on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga;

With the perpetual right of passage with all others that it may appertain to in the lane known as lot number three hundred and ninety (390) of the said official subdivision of lot number twenty-nine (29), in keeping the same in common with them clear in all seasons of the year, and also the right by the said Vendor of laying the tracks of its railway and of using the same across a portion of the lane opposite the presently sold lots of land, without any obstructions that would prevent the use of the said lane by parties having or who may hereafter have the use of the same.

With all and every the members and appurtenances thereunto belonging.

The whole subject to the conditions set out in a deed of sale from the Montreal Land and Improvement Company to the Montreal Island Belt Line Railway Company, passed before C. E. Leclerc, N.P., on the 25th of July, 1899.

FORSYTH STREET RIGHT OF WAY.

The right to construct and operate a railway service on a strip of land containing sixty feet in width, English measure, more or less, by a length of three hundred and sixty-four feet English measure, also more or less, a portion of which forms part of the street shown upon the present homologated plan of the Hochelaga Ward of the City of Montreal as Forsythe Street projected, between the lot number fifty—one hundred and sixty-five (50—165) and the street shown upon the said homologated plan as Davidson Street and the other portion of which strip of land forms also part of that portion of said Forsythe Street which intersects said Davidson Street; the whole of said strip of land forming part of the lot known as number thirty (30) upon the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, being bounded as follows:—At one end by the number 50—165, and the other end by a portion of the lot known as number four hundred and thirty-one *a*, (431a) of the official subdivision of the lot number twenty-nine (29) on the said Official Plan and Book of Reference, being part of said Davidson Street, and on both sides by other portions of the said lot number thirty (30).

Together with the right to place and maintain thereon and therein all conduits, poles, rails, wires and such other apparatus of whatever nature as may be necessary or expedient for the said Company, their successors and assigns, in order to construct and operate said railway or in connection with the construction and operation thereof, along the said street, with exclusive right of way for the cars of the said company, their successors and assigns, a special servitude for the purpose above mentioned having been constituted in the said street in favor of the said company, their successors and assigns, in, upon, and over the land covered by the said street within the limits above described.

The whole, however, subject to the restriction placed thereon by deed of sale from Maurice Nowlan Delisle and others to Montreal Terminal Railway Company, passed before C. E. Leclerc, N.P., on the 20th day of November, 1908.

MONTREAL CITY RIGHT OF WAY PROPERTIES.

A portion of the property known and designated on the Official Plan and Book of Reference of the St. Louis Ward in the City of Montreal, as lot number seven hundred and fifty-seven (757), which portion of lot may be described as follows, to wit:

“Consisting of the Westerly corner of lot number seven hundred and fifty-seven (757) on the Official Plan and Book of Reference of St. Louis Ward in the City of Montreal, bounded as follows:

Commencing at the Easterly corner of St. Norbert and Cadieux Streets, thence South-Easterly along the North-Easterly boundary of Cadieux Street, a distance of fifty-nine feet four inches, more or less, to the intersection of the division line between the property of the Montreal Loan & Mortgage Company, or representatives and that part of said lot number seven hundred and fifty-seven (757) hitherto the property in possession of William Labrecque; thence North-Easterly along the division line between the property of the Montreal Loan & Mortgage Company, and that hitherto the property in possession of William Labrecque, a distance of thirty feet; thence North-Westerly and at right angles to the last mentioned line, a distance of twenty two feet; thence South-Westerly at right angles to the last mentioned line, a distance of seven feet nine inches; thence North-Westerly forty-four feet, more or less, to a point on the South-Easterly side of St. Norbert Street, distant thirteen feet from the Easterly corner of Cadieux and St. Norbert Streets, thence South-Westerly along St. Norbert Street to the place of beginning

and comprising an area of thirteen hundred and twenty-four square feet, more or less, including the buildings thereon constructed. Further bounded as follows: North-Westerly by St. Norbert Street; South-Westerly by Cadieux Street; South-Easterly by part of lot number seven hundred and fifty-seven (757), the property hitherto the property in possession of William Labrecque; and North-Easterly by the North-Easterly residue of said lot number seven hundred and fifty-seven (757). The whole as selected and laid out for the purposes of its railway by the said Montreal Terminal Railway Company.

That certain lot of land situated in the St. Louis Ward of the City of Montreal, being the South-East portion of the lot known and designated by the number seven hundred and fifty-nine (759) on the Official Plan and Book of Reference of said St. Louis Ward, containing thirty-eight feet six inches in width in front on City Hall Avenue, formerly German Street and forty-two feet in width in rear by one hundred feet in depth, more or less. Bounded, in front by City Hall Avenue, in rear by part of lot number seven hundred and fifty-eight (758) on said official plan, on one side by lot number seven hundred and sixty, and on the other side by the remainder of said lot seven hundred and fifty-nine. (759). With the buildings thereon erected.

The whole subject to the restrictions and conditions set forth in a deed of sale from Thomas Haugh to the Montreal Terminal Railway Company, passed before R. A. Dunton, N.P., on the 12th day of November, 1902.

That certain lot of land fronting on Cadieux Street in the St. Louis Ward of the said City of Montreal, known and designated by the number seven hundred and fifty-eight (758) on the Official Plan and Book of Reference of said Ward containing eighty-five feet four inches in width in front, eighty-three feet six inches in width in rear by one hundred and eighty feet nine inches in depth and a superficial area of nine thousand one hundred and eighty feet, more or less.

A lot of land or emplacement situate on the North-East side of Cadieux Street measuring twenty-five feet in width by about seventy-five feet in depth, English measure, and comprising;

FIRST.—The South-East portion of the lot known as number seven hundred and fifty-seven (757) of the Official Plan and Book of Reference of St. Louis Ward of the said City; said portion measuring twenty-five feet in width by a depth of thirty-seven and one half feet, bounded in front by Cadieux Street, in rear by a portion of the lot number seven hundred and fifty-six (756) of said Plan and Book of Reference, on the South-East side by a portion of the lot number seven hundred

and fifty-eight (758) of said Plan and Book of Reference and on the North-West side by the residue of said lot number seven hundred and fifty-seven (757). SECONDLY.—The South-East portion of the lot number seven hundred and fifty-six (756) of said Plan and Book of Reference measuring twenty-five feet in width by thirty-seven and one half feet in depth, bounded towards the South-West by the portion of the lot seven hundred and fifty-seven above described, on the North-East at the rear, by the lot number seven hundred and fifty-five of said Plan and Book of Reference, on the South-East side by the lot number seven hundred and fifty-eight of said Plan and Book of Reference and on the North-West side by the residue of said lot number seven hundred and fifty-six (756). The said emplacement also comprises the stone and brick houses and wooden sheds thereon erected, together with the right of way in common with others in the covered passage which adjoins the said emplacement on the North-West side and forms part of said lots numbers seven hundred and fifty-seven and seven hundred and fifty-six (757 and 756) and measures eight feet four inches in width by a depth of forty feet on the South-East side and thirty-four feet on the North-West side, along the property of the Montreal Loan and Mortgage Company or representatives, the whole as shown on the plan annexed to lease and promise of sale from The Montreal Loan and Mortgage Company to one Wm. Labrecque, executed before T. Doucet, Notary, the fourth day of February, nineteen hundred and one.

This sale is thus made in the state and condition in which the whole is now to be found and with all active and passive servitudes attached thereto, and with all circumstances and appurtenances, the said Purchaser declaring to be satisfied and content with the whole.

And for the consideration hereinafter expressed, the Vendor acknowledges to have sold, assigned, conveyed and set over to the Purchaser thereof accepting, all of the right, title and interest of the Vendor in and to any franchises which the Vendor may have or enjoy in and for any municipality in the Province of Quebec, and in particular, but without limiting the generality of the foregoing description, the Vendor's right, title and interest in and to the following franchises:

FRANCHISES.

MONTREAL STREET RAILWAY COMPANY.

1. Contract with the City of Montreal, before Marin, Notary, dated the eighth day of March, eighteen hundred and ninety-three (1893).
2. Contract with the Town of Cote St. Antoine (now the Town of Westmount), before Lyman, Notary, dated the eleventh day of August, eighteen hundred and ninety-three (1893).
3. Contract with the City of Ste. Cunégonde (since annexed to the City of Montreal), before McLennan, Notary, dated the tenth day of April, eighteen hundred and ninety-four (1894).
4. Contract with the City of St. Henri (since annexed to the City of Montreal), before McLennan, Notary, dated the tenth day of April, eighteen hundred and ninety-four (1894).
5. Contract with the Village of Verdun, before Fair, Notary, dated the fifth day of January, eighteen hundred and ninety-nine (1899).
6. Contract with the Town of St. Paul, before Fair, Notary, dated the fourteenth day of January, nineteen hundred and one (1901).
7. Supplementary contract with the City of Montreal, before Morin, Notary, dated the twenty-third day of October, nineteen hundred and one (1901).
8. Contract with the Town of St. Louis, before Olivier, Notary, dated the twenty-first (21st) day of October, nineteen hundred and one (1901).
9. Supplementary contract with the Town of Westmount before Lighthall, Notary, dated the seventeenth day of May, nineteen hundred and four (1904).
10. Contract with the Village of Delorimier, before Mayrand, Notary, dated the twenty-fifth day of July, nineteen hundred and four (1904).
11. Supplementary contract with the Town of Maison-neuve, before Ecrement, Notary, dated the twenty-sixth day of May, nineteen hundred and five (1905).
12. Contract with the Town of Outremont, before Lyman, Notary, dated the twelfth day of March, nineteen hundred and six (1906).

MONTREAL TERMINAL RAILWAY COMPANY.

1. The By-law No. 274 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 16th day of January, 1902.

2. The By-law No. 276 of the City of Montreal adopted by the Municipal Council of the City of Montreal, on the 19th day of May, 1902.

3. Contract, May 28th, 1902, between the City of Montreal and the Montreal Terminal Railway Company, passed before Dunton, N.P.

4. The By-law No. 293 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 10th day of November, 1902.

5. The By-law No. 341 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 11th day of October, 1905.

6. The By-law No. 348 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 4th day of December, 1905.

7. Contract, 12th December, 1905, with the City of Montreal. Dunton, N.P.

8. A resolution of the City Council of the City of Montreal, adopted at a Special Meeting of the Council of the City of Montreal held on the 20th day of February, 1899.

9. An order of The Exchequer Court of Canada, dated the 24th April, 1899, Hon. Mr. Justice Burbidge.

10. The By-law No. 21 of the Municipality of the Village of Delorimier, adopted by the Municipal Council of said Municipality, dated 18th January, 1902.

11. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, N. P. on the 10th January, 1894.

12. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, Notary, Public, on the 2nd November, 1896.

13. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, on the 21st November, 1896.

14. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, Notary, Public, on the 30th of April, 1904.

15. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, N.P., on the 9th of June, 1905.

16. Contract between the Parish of Pointe-aux-Trembles and the Chateauguay & Northern Railway Company, executed the 13th November 1896, before J. R. Mainville, N.P.

17. Resolution of the Council of the Town of Longue Pointe, passed the 31st May, 1910.

MONTREAL PARK AND ISLAND RAILWAY COMPANY.

1. A contract with the Corporation of the Town of Lachine, passed before A Bouchard, Notary Public, on the 17th February, 1899.

2. By-law No. 70 of the Municipal Council of the Town of Lachine, adopted at a general session of the Municipal Council of the Town of Lachine, on the 10th day of September, 1896.

3. By-law No. 72 of the Municipality of the Town of Lachine, adopted at a general session of the Municipal Council of the Town of Lachine, held on the 23rd September, 1896.

4. By-law No. 16 of the Municipality of the Parish of Lachine, adopted at a general meeting of the Council of the Parish of Lachine, on the 5th day of December, 1892.

5. By-law No. 17 of the Municipal Council of the Parish of Les Saints Anges de Lachine passed at a general session of the Municipal Council of the Parish of Les Saints Anges de Lachine, held on the 4th day of October, 1893.

6. Contract between Parish of Les Saints Anges de Lachine and Robert Bickerdike, before Schetagne, N.P., 30th of November, 1893.

7. By-law No. 26 of the Village of Outremont, adopted at a general session of the Municipal Council of the Village of Outremont, held on the 2nd of October, 1893.

8. A contract passed before P. A. Baudoin, N.P., on the 4th of November, 1892, between A. J. Corriveau and the Municipality of the Parish of Sault au Recollet.

9. By-law No. 20 of the Municipal Parish of Sault au Recollet, passed at a general meeting of the Municipal Council of the said Parish, held on the 3rd of October, 1892.

10. By-law No. 17 of the Municipality of the Parish of St. Laurent, adopted on the 2nd of September, 1895.

11. By-law No. 3 of the Town of St. Laurent, adopted by the Municipal Council of the said Town on the 6th of March, 1894.

12. By-law No. 2 of the Municipality of the Parish of St. Geneviève, adopted on the 5th of June, 1893.

13. A by-law of the Municipal Parish of St. Leonard de Port Maurice, on the 24th of April, 1893.

14. A contract between the Corporation of the Village of St. Louis de Mile End and Mr. A. J. Corriveau, dated 6th April, 1893, passed before L. Belanger, Notary.

15. Contract passed before J. A. Cameron, Notary Public, on the 7th of November, 1907, between the Town of Notre Dame de Grace, and the Montreal Park and Island Railway Company.

16. A contract with the Corporation of the Village of Rose-

mount, passed before Geo. Mayrand, N.P., on the 8th of January, 1909.

The Vendor hereby substituting the Purchaser in all its rights in and to the said franchises;

Together with the Vendor's undertaking and property in whole, including its charter, contracts, franchises, rights, powers privileges, immunities and exemptions of every nature and description whatsoever and including also any and all the lines, tramways, rights of way, surveys, plans, works, plant and machinery, and all other property to it belonging including as part thereof, all the undertakings and properties transferred to the Vendor by the Montreal Park & Island Railway Company and Montreal Terminal Railway Company.

Together with the Vendor's right to receive all or any the monies and considerations from any and all municipalities in which the Vendor enjoys any franchises or rights in the event of any or all of the said municipalities exercising against the Vendor or Purchaser any right of purchase which may be stipulated in any or all of the said franchises.

CONSIDERATIONS.

This sale is thus made by the Vendor for and in consideration of the sum of one dollar of lawful money of Canada, and other valuable considerations, to the Vendor in hand paid by the purchaser, upon execution hereof, receipt of which is hereby acknowledged by the Purchaser, whereof quit.

WHEREOF ACTE THUS DONE AND PASSED at the said City of Montreal, on the eighteenth day of November, nineteen hundred and eleven, under the number ten thousand two hundred and sixty of the records of the said Notary, and after due reading hereof the said parties have signed these presents and affixed hereto their corporate seals in the presence of the said Notary.

Seal of The Montreal Street Railway Company	}	(Signed) THE MONTREAL STREET RAILWAY COMPANY, " E. A. ROBERT, <i>president</i> . " PATRICK DUBEE, <i>secretary</i>
Seal of Montreal Tramways Company.	}	" MONTREAL TRAMWAYS COMPANY, " ORICK B. MACCALLUM, " <i>president</i> . " SAMUEL T. MAINS, " <i>secretary</i> . " H. M. MAELER, <i>N.P.</i>

A true copy of the original hereof remaining of record in my office.

(Signed) H. M. MARLER, *N.P.*

Office of the Registration Division of the Counties of Hochelaga and Jacques Cartier.

I, the undersigned, hereby certify that this document was duly registered at length in this office, at fifty minutes past one o'clock in the afternoon on the eighteenth day of the month of November, one thousand nine hundred and eleven, in Register D. Vol. 155, Folio 116 and under the number two hundred and one thousand, three hundred and ninety-six.

(Signed) CHAURET & LACOMBE,
Registrar.

Office of the Registration Division of Montreal East.

I, the undersigned, certify that this document was duly registered at length in this office, at fifty minutes past one o'clock in the afternoon, on this eighteenth day of the month of November, one thousand nine hundred and eleven, in Register D. Vol. 54, Folio 12 and under the number eighty-three thousand eight hundred and four.

(Signed) CHAMPAGNE & LALONDE.
Registrars.

Registry Office for the Registration Division of Montreal West.

I certify that this document was entered and registered at full length in the Registry Office for the Registration Division of Montreal West in Reg. B., Vol. 264, Page 89, at fifty minutes past one o'clock in the afternoon of the eighteenth day of November, nineteen hundred and eleven under the number one hundred and fifty one thousand six hundred and twenty.

(Signed) J. P. COOKE,
Registrar.

SCHEDULE C.

BEFORE:

M^{RE}, HERBERT MEREDITH MARLER, the undersigned Notary for the Province of Quebec, in the Dominion of Canada, practising in the City of Montreal, in the Province of Quebec,

CAME AND APPEARED:

PUBLIC SERVICE CORPORATION, a Corporation having its head office in the City of Montreal, in the Province of Quebec, herein acting by Edmund A. Robert its President, and by Patrick Dubee its Secretary, hereunto duly authorized (hereinafter called "the Vendors") which Appearer, has, by these presents, sold and conveyed to

MONTREAL TRAMWAYS COMPANY, a Company having its head office in the City of Montreal, in the Province of Quebec, and herein acting by Orick B. MacCallum its President, and Samuel T. Mains its Secretary, both said parties being hereunto duly authorized for the purposes hereof and hereto present and accepting for the said Montreal Tramways Company (hereinafter called "the Purchaser") the following property, to wit:

POWER HOUSE PROPERTIES.

FIRST.—Two pieces of land in the Hochelaga Ward of the City of Montreal, forming part of the lot known on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and forty-eight (148); of which the one is bounded in front to the South-East by Notre Dame Street, in rear to the North-West by St. Catherine Street, on the North-East side by Official Lot number one hundred and forty-nine and on the South-West side by Gale Avenue, or St. Raymond Street; and of which the other piece is bounded towards the South-East by St. Catherine Street, to the West by the property of the Canadian Pacific Railway Company, to the South-West by said Gale Avenue or St. Raymond Street, and on the North-East side by Official lot number one hundred and forty-nine.

With all the rights of the Vendor in the Railway siding connecting the said two pieces of land. And with all the

rights of passage granted by the City of Montreal to the said property by Deed of Concession in favor of Antoine Leonidas Hurtubise before O. Marin, Notary, on the twenty-seventh of November, eighteen hundred and ninety-three.

The said two pieces of land comprise the whole of the lots known on the official subdivision of the said lot number one hundred and forty-eight as numbers eight-five (148—85), eighty-six (148—86), eighty-seven (148—87,) eighty-eight (148—88), eighty-nine (148—89), ninety (148—90), ninety-one (148—91), ninety-two (148—92), ninety-three (148—93), ninety-four (148—94), ninety-five (148—95), ninety-six (148—96), ninety-seven (148—97), ninety-eight (148—98), ninety-nine (148—99), one hundred (148—100), one hundred and one (148—101), one hundred and two (148—102), one hundred and three (148—103), one hundred and four (148—104), one hundred and five (148—105), one hundred and six (148—106), one hundred and seven (148—107), one hundred and eight (148—108), one hundred and nine (148—109), one hundred and ten (148—110), one hundred and eleven (148—111), one hundred and twelve (148—112), one hundred and thirteen (148—113), one hundred and fourteen (148—114), one hundred and fifteen (148—115), one hundred and sixteen (148—116), one hundred and seventeen (148—117), one hundred and eighteen (148—118), and one hundred and nineteen (148—119), and of those parts of subdivisions eighty-four (148—84), one hundred and ninety-eight (148—198), two hundred and fifty-eight (148—258), two hundred and fifty-nine (148—259), two hundred and sixty (148—260), two hundred and sixty-one (148—261), two hundred and sixty-two (148—262,) two hundred and sixty-three (148—263), and two hundred and sixty-eight (148—268), not sold by Henry Hogan and his auteurs to the Government of the Province of Quebec.

Deduction to be made from the above described property:

1. Of a strip of land sixty feet in width comprising parts of subdivisions eighty-four, eighty-five, eighty-six, eighty-seven, eighty-eight, eighty-nine, ninety, ninety-one, ninety-two, ninety-three, ninety-four, one hundred and fourteen, and one hundred and nineteen of the said official lot number one hundred and forty-eight, now forming part of St. Catherine Street.

2. Of those portions of subdivisions one hundred and six, one hundred and seven, one hundred and eight, one hundred and nine, one hundred and ten, one hundred and eleven, one hundred and twelve, one hundred and thirteen, one hundred and fourteen, one hundred and fifteen, one hundred and sixteen and one hundred and seventeen of the said official lot number one hundred and forty-eight, containing

an area of eleven thousand two hundred and thirty-five English feet, which now forms part of Notre-Dame Street

SECOND.—A piece of land in the Hochelaga Ward of the City of Montreal, known on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and fifty-one (151), being the land acquired by the late Sir Hugh Allan from the Honourable Samuel Gale by deed executed before J. Belle, Notary, on the fifteenth of January, eighteen hundred and fifty-six; Deduction to be made therefrom of the portion of the said property sold by the said Sir Hugh Allan to the Harbour Commissioners of Montreal, by deed before I. J. Gibb and colleague, Notaries, on the thirteenth day of February, eighteen hundred and fifty-six the residue being approximately shown upon the Plan made by Joseph Rielle, P.L.S., annexed to the said Public Service Corporation's Deed of Acquisition of the property and being bounded toward the North-West by Notre Dame Street and partly by the Ramp belonging to the Harbour Commissioners and acquired under the deed before mentioned, to the South-East by the Harbour Limits, to the South-West by the property of the Dominion Coal Company, and to the North-East by the said Ramp.

THIRD.—An emplacement fronting on Notre Dame Street in the Hochelaga Ward of the City of Montreal, containing a superficial area of nineteen thousand six hundred and fifty feet, English measure and more or less, and composed of portions of subdivisions fifty, fifty-one, fifty-two, fifty-three, fifty-four, fifty-five and fifty-six of lot number one hundred and forty-eight, of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga. The said portions of each of the said subdivisions is bounded in front to the South-East by a portion of the same subdivision expropriated for the widening of Notre Dame Street, and to the North-West by subdivision number fifty-seven (148—57); the said portion of subdivision fifty is bounded to the South-West by another portion of said subdivision lot number fifty (148—50) and to the North-East by subdivision fifty-one; the said portion of subdivision fifty-one is bounded to the South-West by subdivision fifty and to the North-East by subdivision fifty-two, the said portion of subdivision fifty-two is bounded to the South-West by subdivision fifty one and to the North-East by subdivision fifty-three; the said portion of subdivision fifty-three is bounded to the South-West by subdivision fifty-two and to the North-East by subdivision fifty-four; the said portion of subdivision fifty-four is bounded to the South-West by subdivision fifty-three and to the North-East by subdivision fifty-five; the said portion of subdivision fifty-five is bounded to the South-West

by subdivision fifty-four and to the North-East by subdivision fifty-six, the said portion of subdivision fifty-six is bounded to the South-West by subdivision fifty-five and to the North-East by St. Raymond Street.

FOURTH.—An emplacement fronting on St. Raymond Street in the said Hochelaga Ward, containing a superficial area of eighteen thousand nine hundred and thirty-five feet English measure and more or less, and composed of a portion of subdivisions sixty-three, sixty-four, sixty-five and sixty-six, the whole of subdivisions sixty-seven, sixty-eight, sixty-nine and seventy, and a portion of subdivisions seventy-one and seventy-two of said lot number one hundred and forty-eight of the said Official Plan and Book of Reference; the said portion of subdivision sixty-three is of a triangular figure and is bounded to the South by the remainder of the same subdivision, to the North-West by the said portion of subdivision sixty-four and to the South-East by subdivision sixty-five; the said portion of subdivision sixty-four is bounded to the South-East by subdivision sixty-three, to the South-West by another portion of subdivision sixty-four, to the North-West by the portion of subdivision sixty-four, expropriated for the opening of St. Catherine Street, and to the North-East by subdivision sixty-five; the said portion of subdivision sixty-five is of irregular figure and is bounded to the North-West by the portion of the same subdivision expropriated for the opening of St. Catherine Street to the South-West by subdivisions sixty-three and sixty-four to the South by the remainder of said subdivision sixty-five and to the North-East by subdivisions sixty-six to seventy-one both inclusive; the said portion of subdivision sixty-six is bounded to the North-East by St. Raymond Street, to the South-West partly by subdivision sixty-five, and partly by the remainder of said subdivision sixty-six, to the South-East by subdivision fifty-seven and to the North-West by subdivision sixty-seven; the said portion of subdivision seventy-one is bounded to the North-East by St. Raymond Street, to the South-West by subdivision sixty-five, to the West by the portion of said subdivision seventy-one expropriated for the opening of St. Catherine Street and to the North-West by subdivision seventy-two; the said portion of subdivision seventy-two is of triangular figure and is bounded to the North-East by St. Raymond Street, to the South-East by subdivision seventy-one and to the North-West by the portion of subdivision seventy-two expropriated for the opening of St. Catherine Street.

FIFTH.—An emplacement fronting on St. Catherine Street in the said Hochelaga Ward, containing a superficial area of three thousand nine hundred and seventy-five feet, English meas-

ure and more or less, and composed of a portion of subdivisions eighty, eighty-one and eighty-two of said lot number one hundred and forty-eight of the said Official Plan and Book of Reference; the said portion of each of the said subdivisions is bounded to the South-East by St. Catherine Street and to the West by a portion of the same lot belonging to the Canadian Pacific Railway; and the said portion of subdivision eighty is bounded to the South-West by subdivision seventy-nine and to the North-East by subdivision eighty-one; the said portion of subdivision eighty-one is bounded to the South-West by subdivision eighty and to the North-East by subdivision eighty-two; and the said portion of subdivision eighty-two is bounded to the South-West by subdivision eighty-one and to the North-East by St. Raymond Street.

Together with such rights of ownership or otherwise as the said Vendor may actually have in and to subdivision number fifty-seven of said lot number one hundred and forty-eight but without prejudice to any rights belonging to third persons therein.

SIXTH.—An emplacement in the Hochelaga Ward of the City of Montreal, composed of the North-East portion of subdivision number forty-nine and of the South-West portion of subdivision number fifty of lot number one hundred and forty-eight of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga (148—N.E. pt. 49 and 148—S.W. pt. 50).

The said North-East portion of said subdivision number forty-nine contains eleven feet six inches in width by ninety-eight feet six inches in depth and is bounded in front to the South-East by the portion of the same subdivision expropriated for the widening of Notre Dame Street in rear by a lane being subdivision fifty-seven of said lot one hundred and forty-eight on one side to the North-East by said subdivision fifty (148—50) and on the other side to the North-West by the remainder of said subdivision forty-nine. And the said South-West portion of said subdivision number fifty contains a width of fourteen feet six inches by a depth of ninety-seven feet six inches and is bounded in front to the South-East by the portion of the same subdivision expropriated for the widening of Notre Dame Street in rear by the said lane, on one side to the South-West by the portion hereinbefore described of subdivision number forty-nine and on the other side to the North-East by the remainder of the said subdivision number fifty, the whole emplacement composed as aforesaid, contains a width of twenty-six feet by a depth of ninety-seven feet six inches in the North-East line and ninety-eight feet six inches in the South-West line, and a superficial area

of two thousand five hundred and forty-eight feet and is bounded in front to the South-East by the portions of said subdivisions' numbers forty-nine and fifty expropriated for the widening of Notre Dame Street, in rear by the said lane, on one side to the North-East by the remainder of the said subdivision number fifty and on the other side to the South-West by the remainder of the said subdivision forty-nine; and the said emplacement is shown colored Green on the plan prepared by Joseph Rielle, P.L.S., dated the twenty-eighth day of February last (1908) and annexed to a deed of sale from Maurice Nowlan Delisle to the Suburban Tramway and Power Company, passed before J. A. Cameron, N.P., on the 31st of March, 1908.

Together with the powerhouse and all the plant and machinery in and about all the aforesaid properties and the accessories thereof and all other buildings and improvements upon the lands hereinbefore described or any part thereof.

LONGUE POINTE PROPERTY.

1. An emplacement at Beaurivage in the Parish of Longue Pointe, forming part of Subdivision one hundred and thirty-eight (138) of the official subdivisions of lots number three hundred and ninety-seven (397) on the Official Plan and Book of Reference of the Parish of Longue Pointe bounded as follows: At one end by the part of the said subdivision sold to the Corporation of the Town of Longue Pointe by A. E. Abbott, by Deed before J. A. Beauchamp, Notary, on December 9th 1907, registered in the Registry Office of the Counties of Hochelaga and Jacques Cartier under No. 142229; at the other end by subdivision one hundred and forty-one (141) of the said official lot; on one side by subdivision one hundred and thirty-seven (137) and on the other side by subdivision number one hundred and thirty-nine (139).

2. Another emplacement situate in the same place as that above described forming part of subdivision number one hundred and thirty-nine (139) of the said official lot and bounded said portion as follows: At one end by another part of said subdivision property of the said Parish of Longue Pointe under the aforesaid Deed; at the other end by subdivision number one hundred and forty-one (141); on one side by the portion of subdivision number one hundred and thirty-eight (138) immediately above described, and on the other side by the portion of subdivision number one hundred and forty (140) hereinafter described.

3. Another emplacement situate in the same place, forming part of subdivision number one hundred and forty (140) of the said official lot, said portion being bounded at one end

by another part of said subdivision number one hundred and forty (140), property of said Parish of Longue Pointe under the Deed aforesaid; at the other end by subdivisions one hundred and forty-one (141) and one hundred and fifty-three (153) of the said official lot; on one side by the portion of subdivision number one hundred and thirty-nine (139) immediately hereinabove described, and on the other side by portion of subdivision number one hundred and fifty-four (154) hereinafter described.

4. An emplacement situate in the same place as that above described forming part of subdivision number one hundred and fifty-four (154) of the said official lot, said portion being bounded at one end by another part of said subdivision number one hundred and fifty-four (154) property of said town of Longue Pointe; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot, on one side by the portion of subdivision number one hundred and forty (140) immediately hereinabove described and subdivision one hundred and fifty-three (153) of the said official lot, and on the other side by portion of subdivision one hundred and fifty-five (155) immediately hereinafter described.

5. Another emplacement situate in the same place as that above described, forming part of subdivision number one hundred and fifty-five (155) of the said official lot, said portion being bounded at one end by the property of the Town of Longue Pointe under the aforesaid deed; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot; on one side by part of subdivision number one hundred and fifty-four (154) hereinabove described, and on the other side by part of subdivision number one hundred and fifty-six (156) hereinafter described.

6. Another emplacement situate in the same place as that above described, forming a portion of subdivision number one hundred and fifty-six (156) of the said official lot, said portion being bounded at one end by the portion of subdivision number one hundred and fifty-six (156) belonging to the Town of Longue Pointe under the aforesaid deed; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot; on one side by the portion of subdivision number one hundred and fifty-five hereinabove described and on the other side by subdivision number one hundred and fifty-seven.

7. A piece of land situate in the same place as that above described forming part of subdivision number two hundred and thirty-three (233) of the said official lot, the said portion being bounded at one end by property of said Town under the aforesaid deed; at the other end by subdivision two hundred

and thirty-eight (238) of the said official lot; on one side by subdivision two hundred and thirty-two (232) and on the other side by a portion of subdivision number two hundred and thirty-four (234) hereinafter described.

8. A piece of land situate in the same place as that above described, forming part of subdivision two hundred and thirty-four (234) of said official lot, said portion being bounded at one end by property of said town of Longue Pointe under aforesaid deed; at the other end by subdivision number two hundred and thirty-eight (238) of said official lot; at one side by portion of subdivision number two hundred and thirty-three (233) hereinabove described, and on the other side by subdivision number two hundred and thirty-five (235) hereinafter described.

9. Another emplacement situate in the same place as that above described, forming part of subdivision number two hundred and thirty-five (235) of said official lot, bounded said portion at one end by another of said subdivision, property of the Town of Longue Pointe, under the aforesaid Deed; at the other end by subdivision number two hundred and thirty-eight (238) on the said official plan; on one side by the portion of subdivision number two hundred and thirty-four (234) hereinabove described, and on the other side by part of subdivision number two hundred and thirty-six (236) hereinafter described.

10. An emplacement in the same place as that above described forming part of subdivision number two hundred and thirty-six (236) of said official lot, bounded at one end by part of said subdivision number two hundred and thirty-six (236) belonging to the Town of Longue Pointe under the aforesaid Deed; at the other end by subdivision number two hundred and thirty-eight (238) of the said official lot; on one side by part of subdivision number two hundred and thirty-five (235) hereinabove described, and on the other side by subdivision number three hundred and ninety-eight (398) on the said official plan.

11. All the Vendor's right, title and interest in subdivisions one hundred and thirty-five (397—135) and two hundred and thirty-two (397—232) of the said official lot.

The whole however, subject to the conditions set forth in the deed of sale from A. E. Abbott of the City of Montreal, to Suburban Tramways and Power Co., passed before H. M. Marler, N.P., on the 5th of February, 1908.

And for the consideration hereinafter expressed the Vendor acknowledge to have sold, assigned, conveyed and set over to the Purchaser thereof accepting, all of the right, title and interest of the Vendor in and to any franchises which the Vendor may have or enjoy in and for any Municipality in the

Province of Quebec, and in particular, but without limiting the generality or the foregoing description, the Vendor's right, title and interest in and to the following franchises;

FRANCHISES.

The following contracts and franchises and all the Vendor's rights thereunder.

1. The by-law number eighty-eight (No. 88) of the Municipality of the Parish of Longue Pointe, in the County of Hochelaga adopted by the Municipal Council of the said Parish on the fourth of August, nineteen hundred and two.

2. The by-law number ninety-four (No. 94) of the said Municipality of the Parish of Longue Pointe, adopted by its said Municipal Council on the sixth day of September, nineteen hundred and four.

3. The by-law number one hundred and one (101) of the said Municipality of the Parish of Longue Pointe, adopted by its said Municipal Council on the twelfth day of December, nineteen hundred and five.

4. The by-law number nine (No. 9) of the Municipality of the Village of Beaurivage of La Longue Pointe in the said County of Hochelaga, adopted by the Municipal Council of the said Municipality on the fourth day of August, nineteen hundred and two.

5. The by-law number twelve (No. 12) of the said Municipality of the Village of Beaurivage of La Longue Pointe, adopted by its Municipal Council on the thirteenth day of June, nineteen hundred and four.

6. A resolution of the Trustees of the Montreal Turnpike Trust adopted at their meeting held on the sixth day of June, nineteen hundred and two in reference to the construction and operation of a line of electric tramways.

7. A resolution of the said Trustees of the Montreal Turnpike Trust adopted at their meeting held on the fifth day of July, nineteen hundred and two, amending their said resolution adopted on the sixth day of June, nineteen hundred and two.

8. A resolution of the said Trustees of the Montreal Turnpike Trust adopted at their meeting held on the eleventh day of August, nineteen hundred and four, amending their said resolution adopted on the sixth day of June and fifth day of July, nineteen hundred and two.

Together with all the Vendor's undertaking and property, including its charter, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever.

Together with the Vendor's right to receive any and all

moneys and considerations from any and all Municipalities in which the Vendor enjoys any franchises or rights, in the event of any or all the Municipalities exercising against the Vendor or the purchaser any right of purchase which may be stipulated in any or all of the said franchises.

This sale is thus made in the state and condition in which the whole is now to be found, and with all active and passive servitudes attached thereto, and with all circumstances and appurtenances, the said Purchaser declaring to be satisfied and content with the whole.

CONSIDERATION.

The present sale is thus made for and in consideration of the sum of one million one hundred and forty-seven thousand dollars (\$1,147,000) in cash paid by the said Purchaser to the Royal Trust Company, the nominee of the Vendor, upon the execution hereof, receipt whereof is hereby acknowledged by the Vendor, whereof quit.

WHEREOF ACTE THUS DONE AND PASSED at the said City of Montreal on the eighteenth day of November, one thousand nine hundred and eleven, of record in the office of the undersigned Notary under the number ten thousand two hundred and sixty four, of the records of the said Notary,

And after due reading hereof these presents have been executed and sealed by the said parties in the presence of the said Notary.

Seal of The Public Service Corporation

(Signed) PUBLIC SERVICE CORPORATION,
 " E. A. ROBERT, *President*.
 " PATRICK DUBEE, *Secretary*.

Seal of Montreal Tramways Company.

" MONTREAL TRAMWAYS COMPANY.
 " ORICK B. MACCALLUM
President.
 " SAMUEL T. MAINS,
Secretary.
 " H. M. MARLER, *N.P.*

A true copy of the original hereof remaining of record in my office.

(Signed) H. M. MARLER, *N.P.*

Office of the Registration Division of the Counties of Hochelaga and Jacques Cartier.

I, the undersigned, certify that this document was duly registered at length in this office, at fifty minutes past one o'clock in the afternoon, on this eighteenth day of the month of November, one thousand nine hundred and eleven, in Register D. Vol. 555 and under the number two hundred and one thousand, four hundred.

(Signed) CHAURET & LACOMBE,

Registrar.

SCHEDULE "D"

BEFORE

HERBERT MEREDITH MARLER, the undersigned Notary Public for the Province of Quebec, practising in the city of Montreal,

APPEARED

MONTREAL TRAMWAYS COMPANY, a body politic and corporate, duly incorporated and existing under the laws of the Province of Quebec, Dominion of Canada, by virtue of a special act of the Legislature of said Province of Quebec, 1 George V., Second Session, Chapter 77, having its principal office in the City of Montreal, in said Province, herein acting and represented by ORICK BURROUGHS MACCALLUM, the President thereof, and SAMUEL THOMAS MAINS, the Secretary thereof, both of the City of Montreal aforesaid hereunto duly authorized by resolutions of the Board of Directors and of the shareholders of said Company, as hereinafter more fully set forth, hereinafter called the Company,

Party of the First Part.

AND

NATIONAL TRUST COMPANY, LIMITED, a body politic and corporate, duly incorporated and existing under the laws of the Province of Ontario, Dominion of Canada, having its principal office in the City of Toronto, in the Province of Ontario, Dominion of Canada, and also having an office in said City of Montreal, herein acting and represented by its duly authorized officer, ANDREW GUY ROSS, the Manager thereof at its Montreal office, hereunto duly authorized, hereinafter called the Depositary Trustee and HARRIS TRUST AND SAVINGS BANK, a body politic and corporate, duly incorporated and existing under

the laws of the State of Illinois, in the United States of America, having its principal office in the City of Chicago, in said State, herein acting and represented by HARRY AUGUSTUS DOW, the Assistant-Secretary thereof, hereunto duly authorized, hereinafter called the Authenticating Trustee, said National Trust Company, Limited, and Harris Trust and Savings Bank being hereinafter collectively called the Trustees,

Parties of the Second Part,

Who declared unto the said Notary as follows:—

Whereas this deed, though executed at a subsequent date, is herein and in the bonds to be secured hereby as hereinafter set forth referred to as dated as of July 1, 1911; and

Whereas the Company was chartered by special act of the Legislature of the Province of Quebec, 1 George V., Second Session, chapter 77, and was by its charter thus granted authorized to acquire by purchase, lease or otherwise, the undertaking and property of the Montreal Street Railway Company, the Montreal Park & Island Railway Company, the Montreal Terminal Railway Company, and The Public Service Corporation, which corporations are hereinafter collectively called the Underlying Companies, including their respective charters, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever; and

Whereas the Company has acquired the undertaking and property of said Montreal Street Railway Company, Montreal Park & Island Railway Company, Montreal Terminal Railway Company, and The Public Service Corporation, and the respective charters, contracts, franchises, rights, powers, privileges, immunities and exemptions of every nature and description whatsoever of said corporations and is now engaged pursuant to its charter authority in the operation of a system of electric railway on the Island of Montreal; and

Whereas the Company is, by Section 19 of its charter, also authorized and empowered to borrow or raise or secure at a rate of interest not exceeding six per cent, the payment of money in such manner as the Company shall think fit and in particular by the issue of bonds, debentures or debenture stock, charged upon all or any of the Company's property or the income thereof (both present and future) including its uncalled capital, and to redeem and pay off any such securities; and to mortgage all or any part of the property, undertaking, franchises and rights of the Company; and

Whereas the Company proposes to issue in the manner

and on the terms herein set forth not exceeding in the aggregate seventy-five million (75,000,000) dollars, par value, of its First and Refunding Mortgage Thirty Year Gold Bonds dated July 1, 1911, due July 1, 1941, bearing interest at such rate or rates not exceeding five (5) per centum per annum as may be for the various portions of said issue from time to time determined by the Board of Directors of the Company, charged upon all its property and the income thereof, including all its property and assets, both present and future, and including its uncalled capital, subject to certain exceptions hereinafter provided, and secured by a lien thereon, such charge and lien to be subject only to the now existing charges and liens on said property; and

Whereas all the securities entitled to a lien on the property of the Company (except certain bonds formerly owned by Montreal Street Railway Company and by it pledged under its deed of trust to Royal Trust Company, executed February 29, 1908, hereinafter mentioned) consist of bonds and debentures issued by Montreal Street Railway in three series, all of which, whether or not actually outstanding at the time of the execution of these presents, are hereinafter collectively referred to as the "Outstanding Underlying Bonds," as follows:

(a) One hundred and forty thousand (140,000) pounds sterling par value of four and one-half ($4\frac{1}{2}$) per cent. first mortgage bonds of the Montreal Street Railway Company, consisting of fourteen hundred (1400) bonds of the denomination of one hundred (100) pounds sterling each, numbered from 601 to 2,000 inclusive, maturing August 1, 1922, and issued under and secured by a deed of trust to the Montreal Safe Deposit Company executed August 10, 1893, and of record in the office of Mtre. William McLennan under number 6350, said bonds being herein calculated as aggregating in the gold coin of the United States of America or of the Dominion of Canada, six hundred eighty one thousand three hundred thirty three and thirty three one hundredths (681,333.33) dollars par value;

(b) One million five hundred thousand (1,500,000) dollars par value, four and one half ($4\frac{1}{2}$) per cent. gold debenture bonds of the Montreal Street Railway Company due May 1, 1922, which were by their terms made a charge upon all the earnings, assets and property of Montreal Street Railway Company, present and future, including any capital uncalled for the time being on stock thereafter issued by said Montreal Street Railway Company, the charge to be a floating security, but so that the Montreal Street Railway Company should not be at liberty to create thereafter any mortgage or charge in priority thereto:

(c) Four hundred sixty thousand (460,000) pounds ster-

ling par value, four and one-half ($4\frac{1}{2}$) per cent. bonds of Montreal Street Railway Company due May 1, 1922, and issued under and secured by a deed of trust to The Royal Trust Company, executed February 29, 1908, of record in the office of J. A. Cameron, notary public, under number 7132, and by deed or deeds supplemental thereto being herein calculated as aggregating in the gold coin of the United States of America or of the Dominion of Canada, two million, two hundred thirty eight thousand six hundred sixty-six and sixty-seven one-hundredths (2,238,666.67) dollars, par value;
and

Whereas the hypothecs, charges, liens, mortgages and deeds of trust securing the Outstanding Underlying Bonds are hereinafter collectively referred to as the "Outstanding Underlying Mortgages";
and

Whereas there are deposited under said deed of trust to Royal Trust Company, executed February 29, 1908, six hundred and thirteen thousand (613,000) dollars par value First Mortgage Thirty Year Five Per Cent. Sinking Fund Gold Bonds, dated October 1, 1904, due October 1, 1934, of Montreal Terminal Railway Company, issued under a deed of trust executed October 31, 1904, between Montreal Terminal Railway Company and the National Trust Company, Limited, Trustee, before Charles Cushing, Notary Public, under No. 37473 of said notary, which bonds are hereinafter referred to as the "Pledged Underlying Bonds" and the deed of trust securing the same as aforesaid as the "Pledged Underlying Mortgage";
and

Whereas the Outstanding Underlying Bonds aggregating four million, four hundred and twenty thousand (4,420,000) dollars par value as aforesaid, and the Pledged Underlying Bonds aggregating six hundred and thirteen thousand (613,000) dollars par value as aforesaid, are hereinafter collectively referred to as the "Underlying Bonds" and the hypothecs, charges, liens, mortgages and deeds of trust securing the same are hereinafter collectively referred to as the "Underlying Mortgages";
and

Whereas no further issue of bonds is to be made by the Montreal Street Railway Company, The Public Service Corporation, Montreal Park & Island Railway Company, or Montreal Terminal Railway Company, and the Underlying Mortgages are to be closed and no further bonds are to be issued under the Underlying Mortgages or any of them; and

Whereas by by-law of the Company No. 9 of Article III, paragraph (h), the directors are authorized and empowered

to borrow or raise or secure, at a rate of interest not exceeding six per cent the payment of money in such manner as the directors shall think fit and in particular by the issue of bonds, debentures or debenture stock, charged upon all or any of the Company's property or the income thereof (both present and future), including its uncalled capital; and to redeem and pay any such securities; and

Whereas, at a meeting of the Board of Directors of the Company duly called for the purpose and held at the office of the Company in the City of Montreal, in the Province of Quebec, Canada, on the thirtieth of September, 1911, it was, pursuant to the power conferred upon the directors by the said by-law of the Company No. 9 of article III, paragraph (h) and pursuant to every other power and authority the directors thereto enabling,

Resolved: That there be issued by the Company First and Refunding Mortgage Thirty Year Gold Bonds to an amount not exceeding in the aggregate seventy-five million (75,000,000) dollars par value, dated July 1, 1911, payable July 1, 1941, bearing interest at such rate or rates not exceeding five (5) per centum per annum as may be for the various portions of said issue from time to time determined by this board, both principal and interest to be payable in gold coin of the United States of America of the present standard of weight and fineness or, at the option of the holder, in gold coin of the Dominion of Canada of the present standard of weight and fineness, or in gold coin of the United Kingdom of Great Britain and Ireland of the present standard of weight and fineness at the rate of four (4) dollars and eighty-six and two-thirds ($86\frac{2}{3}$) cents a pound sterling, said bonds and the coupons thereto attached to be substantially in the forms presented to this meeting; that a deed of trust covering all the property of the Company now owned or hereafter acquired including the uncalled capital of the Company, but not including certain property to be specifically excepted therefrom as provided in the draft deed next mentioned, be executed to secure said bonds equally and without priority of one bond over any other bond; that the draft deed of trust presented to this meeting be and hereby is approved; that the President or a Vice-President and the Secretary or an Assistant Secretary be and hereby are authorized to appear in behalf of this Company and execute a deed of trust substantially in the form presented to this meeting; that the President or a Vice-President and the Secretary or an Assistant Secretary be and hereby are authorized to execute and deliver the bonds hereby and under said deed of trust authorized; and that the Treasurer be and hereby is authorized to cause a fac-simile of his

signature to be affixed to the coupons to be attached to said bonds;

and

Whereas at a special general meeting of the shareholders of the Company duly called for the purpose, and held at the principal office of the Company in the City of Montreal, in the Province of Quebec, Canada, on the thirtieth day of September, 1911, it was, by the unanimous affirmative vote of all the stock of the Company issued and outstanding,

Resolved: That the action of the Board of Directors taken in meeting held the thirtieth day of September, 1911, creating an issue by the Company of its First and Refunding Mortgage Thirty Year Gold Bonds to an amount not exceeding in the aggregate seventy-five million (75,000,000) dollars par value, dated July 1, 1911, payable July 1, 1941, bearing interest at such rate or rates not exceeding five (5) per centum per annum as may be for the various portions of said issue from time to time determined by the Board of Directors, both principal and interest to be payable in gold coin of the United States of America of the present standard of weight and fineness, or, at the option of the holder, in gold coin of the Dominion of Canada of the present standard of weight and fineness, or in gold coin of the United Kingdom of Great Britain and Ireland of the present standard of weight and fineness, at the rate of four (4) dollars and eighty-six and two-thirds ($86\frac{2}{3}$) cents a pound sterling, said bonds and the coupons thereto attached to be substantially in the forms presented to said meeting (whereof a copy has been presented to this meeting); authorizing a deed of trust covering all the property of the Company now owned or hereafter acquired, including the uncalled capital of the Company, but not including certain property to be specifically excepted therefrom, as provided in the draft deed next mentioned, to be executed to secure said bonds equally and without priority of one bond over any other bond; approving the draft deed of trust presented to said meeting (whereof a copy has been presented to this meeting); authorizing the President or a Vice-President and the Secretary or an Assistant Secretary to appear in behalf of this Company and execute a deed of trust substantially in the form presented to said meeting; authorizing the President or a Vice-President and the Secretary or an Assistant Secretary to execute and deliver the bonds thereby and under said deed of trust authorized; and authorizing the Treasurer to cause a fac-simile of his signature to be affixed to the coupons to be attached to said bonds,—be and the same hereby is sanctioned, ratified and confirmed;

and

Whereas these presents are substantially in the form mentioned in said resolutions; and

Whereas said bonds are in the denominations of five hundred (500) dollars and of one thousand (1,000) dollars each, as far as may be of like tenor and effect, and are, with the coupons to be thereto attached, all as approved and authorized by said resolution of the Board of Directors, in substantially the following form:—

DOMINION OF CANADA

PROVINCE OF QUEBEC

MONTREAL TRAMWAYS COMPANY

First and Refunding Mortgage Per Cent. Thirty Year Gold Bond

Interest payable January 1, and July 1.

Redeemable at 105 and accrued interest on not less than sixty day's notice on July 1, 1921, or on any subsequent interest day or, in case of voluntary liquidation, on any prior interest day.

Total authorized issue \$75,000,000 of Coupon Bonds of the denominations of \$500 and \$1,000 each.

Issued pursuant to Section 19 of Company's charter and to resolutions of the Board of Directors and of the shareholders of the Company passed thirtieth of September, 1911

NUMBER

\$.....

Montreal Tramways Company, a corporation incorporated by special act of the Legislature of the Province of Quebec, Dominion of Canada, having its principal office in the City of Montreal in said Province, for value received promises to pay to the bearer or, in case this bond be registered, to the registered holder hereof, on the first day of July, 1941, (or earlier, at the option of said Company as hereinafter provided)

Dollars in gold coin of the United States of America of the present standard of weight and fineness at the office of Harris Trust and Savings Bank in Chicago, Illinois, or its successor, or, at the option of the holder hereof, a like amount in gold coin of the Dominion of Canada of the present standard of weight and fineness at the office of National Trust Company, Limited, in Montreal, Canada, or its successor or a like amount in gold coin of the United Kingdom of Great Britain and Ireland at the fixed rate of exchange of one (1) pound sterling to every four dollars and eighty-six and two-thirds cents (\$4.86 $\frac{2}{3}$) at the agency of said Montreal Tramways Company in London, England; with interest on said

sum from the date hereof at the rate of _____ per centum per annum payable semi-annually on the first days of January and July in each year in coin as aforesaid at the offices aforesaid or, at the option of the holder, in gold coin of the United States of America of the present standard of weight and fineness at the office of Harris, Forbes & Company, in New York, New York, or its successor, upon presentation and surrender of the respective coupons attached hereto as they severally become due. This bond and its coupons are payable without deduction for any present or future tax or taxes which the Montreal Tramways Company may be required to pay thereon or to deduct therefrom under any present or future law of the Dominion of Canada or any province thereof or municipality therein.

This bond is one of a series of bonds issued and to be issued by Montreal Tramways Company under authority of the Act of the Legislature of the Province of Quebec, 1 George V., Second Session, Chapter 77, Section 19, and by virtue of a resolution of the Board of Directors of said Company passed _____, 1911, and of a resolution passed at a special general meeting of the shareholders of said Company held _____, 1911, said series not exceeding seventy-five million (75,000,000) dollars in the aggregate principal amount thereof, consisting of coupon bonds of the denominations of five hundred (500) dollars, numbered from D1 consecutively upward and of one thousand (1,000) dollars, numbered from M1 consecutively upward, all as far as may be of like tenor and effect, dated July 1, 1911, maturing July 1, 1941, bearing interest at such rate not exceeding five (5) per centum per annum as may be for the various portions of said issue from time to time determined by the Board of Directors, and all issued under and equally secured as to both principal and interest by a deed of trust executed as of July 1, 1911, before Herbert Meredith Marler, Notary Public, and duly registered, whereby Montreal Tramways Company has mortgaged, pledged, hypothecated, conveyed, assigned and charged all its property moveable and immovable, present and future to and in favor of said National Trust Company, Limited, and said Harris Trust and Savings Bank as Trustees as provided in said deed of trust as security for said bonds; and reference is hereby made to said deed of trust for a description of the properties mortgaged, pledged, hypothecated, conveyed, assigned and charged to and in favor of the said Trustees and the holders of said bonds and the rights of the holders of said bonds under the same and the terms and conditions upon which said bonds are issued and secured.

Montreal Tramways Company hereby charges with pay-

ment of principal and interest of this and all other bonds issued or to be issued under said deed of trust not exceeding in the aggregate par value thereof seventy-five million (75,000,000) dollars as aforesaid, all of which bonds are to rank *pari passu*, and with the payment of all charges under said deed of trust, all its property, moveable and immoveable, present and future, including the income thereof and including its uncalled capital for the time being, subject, however, to the provisions of said deed of trust, with the intent and to the effect that the Company shall not be at liberty to create any mortgage or charge which shall have priority to or rank *pari passu* with said bonds.

This bond, together with all other bonds of said series, may be called and redeemed from the holder on any interest day in case of the voluntary liquidation of Montreal Tramways Company or without such liquidation on July 1, 1921, or on any subsequent interest day, in each case on not less than sixty (60) days' or more than six (6) months' notice, all in the manner provided in said deed of trust and on payment of the par value hereof, together with a premium of five (5) per centum thereon and accrued interest. Interest shall cease to be payable to the holder of this bond if it is thus called and payment is duly provided, from and after the date fixed for payment in the call.

This bond, but not its coupons, may be registered as to ownership from time to time at the option of the holder on the books of Montreal Tramways Company at the offices of Harris Trust and Savings Bank, Trustee, or its successor, or of National Trust Company, Limited, Trustee, in Montreal, or its successor or of Harris, Forbes and Company, or its successor, or of the agency of Montreal Tramways Company in London, England; and if registered, shall pass only by transfer upon such books by the registered owner or his duly authorized attorney unless such transfer shall have been made and registered to bearer, in which case it shall again pass by delivery until again registered. Registration shall not effect the negotiability of the coupons, which shall continue to be transferable by delivery, and the payment of any coupon to the bearer thereof shall be a discharge of the Company in respect to the interest therein mentioned.

It is part of the contract herein contained that each holder hereof waives all right of recourse to any personal, statutory or other liability of any shareholder, officer or director of Montreal Tramways Company other than the liability of shareholders for uncalled capital, for the collection of any indebtedness hereunder as is more fully stated in said deed of trust.

In the event of default, the principal of this bond may be

declared by said Trustees or their successors in trust, due and payable before maturity as provided in said deed of trust. If, by reason of default or otherwise, this bond becomes payable before maturity other than by call and redemption and upon payment of a premium of five (5) per centum in the manner hereinbefore provided, or if there shall be a default in the payment of this bond at maturity then, and in either such case, Montreal Tramways Company will pay the holder hereof in addition to all other sums payable hereunder and under said deed of trust, a premium of five (5) per centum upon the par value hereof.

This bond shall not become obligatory for any purpose until the certificate hereon shall have been signed by said Harris Trust and Savings Bank, Trustee, or its successor.

In Witness whereof, Montreal Tramways Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereto affixed by its President or Vice-President and its Secretary or Assistant Secretary thereunto duly authorized and has likewise caused the annexed coupons to be authenticated by a fac-simile of the signature of its Treasurer on this first day of July, 1911.

MONTREAL TRAMWAYS COMPANY,

By

President,

and by

Secretary.

FORM OF COUPON

Number

\$

On the first day of _____ upon surrender hereof, Montreal Tramways Company will pay to the bearer at the office of Harris Trust and Savings Bank in Chicago, Illinois, or its successor, or, at the option of the bearer, at the office of Harris, Forbes & Company in New York, New York, or its successor, _____ dollars in gold coin of the United States of America of the present standard, or, at the option of the bearer, a like amount in gold coin of the Dominion of Canada of the present standard at the office of National Trust Company, Limited, in Montreal, Canada, or its successor, or a like amount in gold coin of the United Kingdom of Great Britain and Ireland, at the fixed rate of exchange of one (1) pound sterling to

every four dollars and eighty-six and two-thirds cents (\$4.86 $\frac{2}{3}$) at the agency of said Montreal Tramways Company in London, England, being six (6) months' interest then due on its first and Refunding Mortgage Per Cent. Thirty Year Gold Bond, number , unless said bond shall have been previously called and payment duly provided therefor.

Treasurer.

TRUSTEE'S CERTIFICATE

Harris Trust and Savings Bank, Trustee, hereby certifies that this bond is one of the series referred to in the within mentioned deed of trust.

HARRIS TRUST AND SAVINGS BANK, *Trustee.*

By

REGISTRATION

(To be endorsed.)

NOTICE:—No writing on this bond except by an officer or agent of the Company.

DATE OF REGIS-
TRATION

IN WHOSE NAME
REGISTERED

REGISTRAR.

and

Whereas all conditions necessary to the authorization of these presents and of the bonds to be secured hereby have been complied with,

Now, therefore, Montreal Tramways Company, in consideration of the premises and of one (1) dollar to it in hand paid by the Trustees, the receipt whereof is hereby acknowledged, and of a loan, advance or payment of the sum of ten million four hundred forty-five thousand (10,445,000) dollars less agreed discount in exchange for and on the security of its bonds for said amount which said loan or advance has been contracted for by the Company, and in further consideration of any further loans or advances or payments which may hereafter be made to the Company by any person or persons in exchange for or on the security of any or all of the

other bonds hereby authorized to be certified hereunder, and in order to secure the payment of the principal and interest of said ten million four hundred forty-five thousand (10,445,000) dollars par value of bonds and of all other bonds certified and issued hereunder, never to exceed in the aggregate seventy-five (75,000,000) million dollars par value, and the payment of premiums, indemnity, expenses and disbursements as hereinafter provided, and to charge with such payment all its property and assets, present and future, and the income thereof, including its uncalled capital, excluding only the property hereinafter expressly excluded, and to secure the faithful performance and observance of all the covenants, conditions and obligations of these presents and to fix the terms and conditions of the charges upon such property created by said bonds, has specially hypothecated, mortgaged, pledged and charged, and does hereby specially hypothecate, mortgage, pledge and charge to and in favor of the said Trustees and their successors in the trust, for and with the payment of the said sum of ten million four hundred forty-five thousand (10,445,000) dollars to be loaned, advanced and paid as aforesaid, and of principal and interest said bonds aggregating ten million four hundred forty-five thousand (10,445,000) dollars par value delivered upon such loan, advance and payment as aforesaid, and for and with the payment of all further loans, advances or payments which may hereafter be made as aforesaid, and of principal and interest of the bonds delivered upon such loans, advances and payments as aforesaid, intending to include therein all bonds which may at any time be certified and delivered hereunder, never to exceed in the aggregate the sum of seventy-five million (75,000,000) dollars par value aforesaid, and for and with the payment of the further sum of seven million five hundred thousand (7,500,000) dollars to secure the premium of five (5) per centum payable in the events hereinafter provided for, and all interest on interest, indemnities, charges, expenses and disbursements incurred hereunder or by authority hereof or in connection herewith, all its property, moveable and immoveable, present and future, and the income thereof, including without limitation, however, of the generality of the foregoing language, all the property hereinafter more specifically described under the heading, Description of Property, but not including the property expressly excluded under said heading, and has further given granted, bargained, sold, conveyed, assigned, mortgaged, pledged, transferred, warranted and set over and does hereby give, grant, bargain, sell, convey, assign, mortgage, pledge, transfer, warrant and set over unto said Trustees and their successors in the trust, all its property, moveable and immoveable

able, present and future, including without limitation of the generality of the foregoing language all the property hereinafter more specifically described under the heading, Description of Property, but not including the property expressly excluded under said heading; and has appointed and does hereby appoint the Trustees and their successors in the trust and each of them its attorneys, agents, and mandataries, irrevocable, for it and in its name, but in and for the trusts of these presents, to demand, sue for, collect and receive any and all its property, moveable and immoveable, present and future, including without limitation of the generality of the foregoing language all the property hereinafter described under the heading, Description of Property, but not including the property expressly excluded under said heading.

DESCRIPTION OF PROPERTY.

First. The property described in Schedule A at the end hereof.

Second. Six hundred and thirteen thousand (613,000) dollars par value of the First Mortgage Thirty Year Five Per Cent. Sinking Fund Gold Bonds of Montreal Terminal Railway Company hereinabove more fully described.

Third. The following shares of stock in the Underlying Companies in part now held under underlying mortgages :

a. Seven thousand and eighty seven and a half (7087½) shares of the common stock of Montreal Park and Island Railway Company, including shares now standing in the names of the Directors of that corporation, but being property of the Company,

b. Three thousand one hundred fifty (3,150) shares of the preferred stock of the Montreal Park and Island Railway Company,

c. Ten thousand (10,000) fully paid shares of the common stock of the Public Service Corporation, and two thousand five hundred (2,500) shares of the common stock of the Public Service Corporation, not fully paid, including certain shares standing in the names of the Directors of that Corporation, but being property of the Company,

d. Ten thousand (10,000) shares of the common stock of the Montreal Terminal Railway Company, including certain shares standing in the names of the Directors of that corporation, but being property of the Company and constituting all the capital stock of the Montreal Terminal Railway Company,

e. All shares of stock in the Montreal Street Railway Company owned by the Company, and

f. All other shares of stock and certificates of interest, bonds, notes and other obligations and securities of or in the Underlying Companies owned by the Company.

Fourth. The income of all the Company's property, present and future, covered hereby.

Fifth. The uncalled capital of the Company.

Sixth. The proceeds of any sale or expropriation of any or all of the Company's property, including any premium beyond the agreed, assessed, arbitrated or otherwise fixed value thereof, with the right to receive the same from any municipality or other corporation or person which shall have the right to purchase or expropriate the same under any contract or law, or from any other corporation or person which shall purchase or expropriate the same, and for that purpose the Company has appointed and does hereby appoint the Trustees and their successors in the trust and each of them its attorneys, agents and mandataries irrevocably for it and in its name, but in and for the trusts of these presents, to demand, sue for, collect and receive all such proceeds of such sale or expropriation, This clause shall not be construed as authority for or assent to any sale of any of the Company's property.

Seventh. All the Company's property, moveable and immoveable, both present and future, being all the streets and other railways, plants, lands, easements, rights of way, contracts, leases, choses-in-action, cash, accounts and other property and assets of every nature which the Company now owns or which it may at any time acquire, including, without in any way limiting the generality of the foregoing language, all street or other railways, plants, power houses, sub-stations, car barns, stables, sheds, warehouses, repair shops, storage houses, buildings, turn-tables, tunnels, subways, bridges, viaducts, pipe lines, conduits, poles, wires, cables and other structures, lands, boilers, generators, engines, dynamos, regulators, reducers, storage batteries, pumps, valves, pipings, meters, transformers, controllers, connections, fittings, cars, rolling stock, trolleys, trolley attachments, springs, trucks, car cleaners, insulators, brakes, motors, rails, ties, tracks, apparatus, machinery, equipment, tools, implements, furniture, fixtures, appliances, appurtenances, accessories, supplies, fuel and other materials, leases, easements, rights of way, franchises, municipal or other contracts and grants, rights in, under, along, across or over streets, alleys, and other public ways and places, privileges, benefits, titles, immunities and interests, whether legal or equitable, and and howsoever granted, created or derived, and in whatsoever manner evidenced, all rights under contracts, leases and other arrangements of every nature and character, all

inventions, processes, patents and patent rights, stocks' bonds, or other securities, open accounts, bank accounts, cash and other quick assets all tolls, rents, issues, accounts, demands, choses-in-action, income and profits received or to be received or derived from the property covered hereby or intended so to be, and all other property, real, personal and mixed, of whatsoever description and wheresoever situate whether now held by the Company or hereafter acquired by it; and also all the estate, interest and claim whatsoever in law as well as in equity which the Company has in and to the premises and property subjected to the lien hereof or purported to be subjected to the lien hereof.

But not including nevertheless, any properties wholly and exclusively devoted to the business of generating, distributing or selling electricity for light, heat or power purposes other than electricity for power to propel or light railway cars, and other than electricity for use by the Company in connection with the operation of its railway system or any part thereof, and not including any shares of stock or other securities of any corporation engaged in the business of generating, distributing or selling electricity for light, heat or power purposes and not itself engaged in the business of operating a street or other railway.

To have and to hold the property included in the above description unto the said National Trust Company, Limited, and Harris Trust and Savings Bank, Trustees, their respective successors and assigns in said trust, and their and each of their assigns, to their own proper use, benefit and behoof forever.

But in trust nevertheless for the equal and proportionate benefit of all present and future holders of such bonds and coupons issued and to be issued by the Company and certified and delivered by the authenticating Trustee under these presents without preference, priority or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or negotiation thereof, of difference in the rates of interest payable thereon or of any other matter, upon and for the trusts, uses and purposes and subject to the covenants, conditions and provisions herein contained.

ARTICLE I,

EXECUTION AND DELIVERY OF THE BONDS.

SECTION 1. The bonds secured and to be secured by these presents aggregate seventy-five million (75,000,000) dollars in amount, are dated July 1, 1911, are payable July 1, 1941, bear interest at such rate or rates not exceeding five (5) per

centum per annum as shall from time to time for the various portions of the issue be fixed by the Board of Directors of the Company, payable semi-annually on the first days of January and July in each year, and are in the form of coupon bonds, subject to registration as to principal, of the denominations of five hundred (500) dollars, numbered from D1 consecutively upward, and of one thousand (1,000) dollars, numbered from M1 consecutively upward.

SECTION 2. Ten million four hundred forty-five thousand (10,445,000) dollars par value of the bonds hereby authorized, bearing interest at the rate of five (5) per centum per annum, consisting of bonds of the denominations of five hundred (500) dollars and one thousand (1,000) dollars, in such proportions, whether all of one denomination, or partly of one denomination and partly of the other, as may be fixed by the Treasurer of the Company or on his written order or orders next mentioned, shall be forthwith certified and delivered by the Authenticating Trustee to the Treasurer of the Company, or upon his written order or orders, without any further action on the part of the Company.

SECTION 3. One million one hundred forty-seven thousand (1,147,000) dollars in cash has been deposited with Royal Trust Company, trustee under said mortgage of Montreal Street Railway Company dated February 29, 1908 and is to be used towards the retirement of the Outstanding Underlying bonds, issued by Montreal Street Railway Company and hereinabove in the recitals of these presents described, now aggregating four million four hundred and twenty thousand (4,420,000) dollars in amount. Outstanding Underlying Bonds so retired are to be destroyed by said Royal Trust Company, trustee, or its successor. After one million one hundred forty-seven thousand (1,147,000) dollars par value of said Outstanding Underlying Bonds have been so destroyed, the destruction being evidenced by the delivery to the Authenticating Trustee of a certificate of Royal Trust Company, trustee, or its successor, specifying the numbers and amount of the bonds destroyed, or otherwise to the satisfaction of the Authenticating Trustee, but only after such destruction, three million, two hundred seventy-three thousand (3,273,000) dollars par value of said bonds of the Company to be hereby secured, bearing such rate or rates of interest, not exceeding five (5) per centum per annum, and consisting of bonds of the denominations of five hundred (500) dollars and one thousand (1,000) dollars in such proportions, whether all of one denomination, or partly of one denomination and partly of the other, as may from time to time be fixed by resolutions of the Board of Directors of the Company, whereof certified copies shall have been delivered to the Authenti-

cating Trustee, shall from time to time be executed by the Company and be certified and delivered to the Company by the Authenticating Trustee upon the written order or orders of the Company, signed by its President or a Vice-President, to an amount or amounts in par value not exceeding the par value of any of the balance of said four million four hundred twenty thousand (4,420,000) dollars Outstanding Underlying Bonds hereinabove in the recitals of these presents described, the par value of bonds payable in pounds sterling being in all cases calculated at the rate of four dollars and eighty-six and two-thirds cents (\$4.86 $\frac{2}{3}$) a pound sterling.

(a) which shall be acquired by the Company and shall be delivered by the Company to the Authenticating Trustee uncanceled, with all unmatured coupons attached, to be held by the Authenticating Trustee under and subject to the provisions of that article of these presents which concerns the possession and use of property before default; or

(b) which may be acquired by the trustee of an Outstanding Underlying Mortgage out of the proceeds or the payment or redemption of, or of dividends in liquidation upon, securities now or formerly deposited as collateral thereunder, whether or not destroyed upon the acquisition thereof, as shall be shown by a certificate of the trustee under said Outstanding Underlying Mortgage delivered by the Company to the Authenticating Trustee, such payment, redemption or dividend in liquidation not having been made with insurance or partial release moneys under any mortgage securing any bonds so deposited, as shall be shown by a certificate of the trustee under such mortgage delivered by the Company to the Authenticating Trustee; or

(c) for the full and final payment at maturity of which principal and interest the necessary funds, other than funds applicable to the payment of such bonds by virtue of any insurance or partial release provisions of the Outstanding Underlying Mortgage securing the same, shall have been duly deposited pursuant to the provisions of such Outstanding Underlying Mortgage, as shall be shown by a certificate of the trustee under said Outstanding Underlying Mortgage delivered by the Company to the Authenticating Trustee.

SECTION 4. The remaining sixty-one million two hundred eighty-two thousand (61,282,000) dollars par value of said bonds of the Company to be hereby secured, and any balance of the above-mentioned three million two hundred seventy-three thousand (3,273,000) dollars par value of said bonds which may remain uncertified after the payment of all of the Outstanding Underlying Bonds described in the recitals of these presents or after the discharge of all the Outstanding Underlying Mortgages securing such Outstanding Under-

lying Bonds, such payment or discharge being evidenced by the delivery to the Authenticating Trustee of a certificate of the trustee under each Outstanding Underlying Mortgage in question or otherwise to the satisfaction of the Authenticating Trustee, all bearing such rate or rates of interest not exceeding five (5) per centum per annum, and consisting of bonds of the denominations of five hundred (500) dollars and one thousand (1,000) dollars in such proportions, whether all of one denomination or partly of one denomination and partly of the other, as may from time to time be fixed by resolutions of the Board of Directors of the Company, whereof certified copies shall have been delivered to the Authenticating Trustee, shall from time to time be executed by the Company and be certified and delivered by the Authenticating Trustee, upon the written order or orders of the Company, to an amount or amounts at their par value not exceeding in the aggregate seventy-five (75) per centum of the actual and reasonable cash expenditures made by the Company for extensions, enlargements and additions; and the Authenticating Trustee shall from time to time certify and deliver upon the written order or orders of the Company any of the bonds of the Company mentioned in this section, bearing such rate or rates of interest not exceeding five (5) per centum per annum, and consisting of bonds of the denominations of five hundred (500) dollars and one thousand (1,000) dollars in such proportions, whether all of one denomination or partly of one denomination and partly of the other, as may from time to time be fixed by resolutions of the Board of Directors of the Company, whereof certified copies shall have been delivered to the Authenticating Trustee, upon deposit with the Authenticating Trustee by the Company of cash equal to the par value of the bonds so certified and delivered; provided, however, that the amount of such cash so on deposit with said Authenticating Trustee under this section shall not at any one time exceed the sum of two million (2,000,000) dollars. Such cash so deposited may from time to time be withdrawn upon the written order or orders of the Company to an amount or amounts not exceeding seventy-five (75) per centum of the actual and reasonable cash expenditures made by the Company for extensions, enlargements and additions, and until so withdrawn shall constitute part of the property covered hereby.

The term "extensions, enlargements and additions" as used in this section and elsewhere in these presents shall mean permanent physical extensions, enlargements, additions and improvements of and to the railway plants, properties and equipment of the Company made or acquired after the execution of these presents, including additional lines of railway, surface, elevated or subway, power houses or

other buildings for railway purposes, or principally and primarily for railway purposes, switches, sidings, car houses, shops, rolling stock, wires, conduits and machinery, and including any railway property acquired as a whole by the Company, provided, however, that the amount to be taken as the reasonable cash expenditures made or incurred for the acquisition of any such railway property so acquired shall not for the purposes of this section exceed the original cash cost of constructing the same or the reasonable replacement value thereof. Reasonable replacement value shall include the reasonable cash cost of acquiring real estate for, and reconstructing the property in question, subject to the necessary allowance for depreciation, if any, but shall include no allowance for franchises or earning capacity. Discount on bonds or interest during construction shall never be considered as or included in expenditures for extensions, enlargements or additions.

No bonds shall be certified and delivered and no cash shall be paid out by the Authenticating Trustee to the Company under the provisions of this section or under any other provisions of these presents, and no property shall be released from the lien of these presents on account of expenditures

(a) made for real estate not acquired by the Company in fee simple or held in perpetuity by condemnation and specifically subjected to the lien of these presents by deed or deeds of trust supplemental hereto or otherwise, or for power houses not located on such real estate, or for car barns, shops, substations or other plants not located on such real estate or on real estate held by the Company on lease expiring not before 1946, and subjected to the lien of these presents to the extent of the interest of the Company therein, or for railway lines not constructed on such real estate or on private rights of way over which the Company has irrevocable rights expiring not before 1946 or on public ways where the Company holds valid franchises, which rights and franchises shall have been subjected to the lien of these presents, the facts of ownership title, lien, of these presents and validity of franchise being evidenced by the delivery to the Authenticating Trustee of the opinion of counsel approved by it; or

(b) made for any extensions, enlargements or additions not subjected to the lien of these presents as a first lien, except (1) extensions, enlargements and additions which by the mere making or acquisition thereof shall have become subject to the lien of one or more of the Underlying Mortgages and which have been subjected to the lien of these presents as a lien subject only to the lien of such Underlying Mortgages, and except (2) that extensions, enlargements and additions may be used as a basis for the payment out to the Company

of any release or insurance moneys upon compliance with the other provisions applicable thereto if subjected to the lien of these presents as a lien subject only to the lien of the Underlying Mortgages, and except (3) that extensions, enlargements and additions consisting of railway properties acquired subject to lien securing the payment of money may be used as a basis for the reservation of the certification and reservation of bonds in the manner hereinafter specifically provided therefor if subjected to the lien of these presents as a lien subject only to such lien securing the payment of money as aforesaid; such facts to be evidenced by the delivery in each and every such case to the Authenticating Trustee of the opinion of counsel approved by it; or

(c) made for repairs, renewals, substitutions or replacements, except (1) in the case of renewals, substitutions or replacements, to the extent that the actual and reasonable cash cost thereof exceeds the cost, when new, of the property renewed or replaced, and except (2) repairs, renewals, substitutions or replacements of or for property released or expropriated, the value of proceeds of which have been deposited with the Authenticating Trustee in accordance with the provisions hereof, or of or for property damaged or destroyed on account of the loss of or damage to which the Company has either received upon insurance policies or set apart as hereinafter provided from its insurance fund and in either case deposited with the Authenticating Trustee, an amount sufficient to cover such loss or damage; or

(d) made for maintenance or renewal or necessary to keep the property covered hereby in thorough repair and in a high state of operating efficiency, or which in the ordinary practice of corporations carrying on a business similar to that carried on by the Company are charged to operating expenses; or

(e) which shall already have been used as a basis for the certification of any bonds hereunder or as a basis for the release of any property from the lien hereof or as a basis for the payment by the Authenticating Trustee to the Company of any release or insurance moneys, or of any moneys deposited against the certification of bonds hereunder or as a basis for proof of compliance with the provisions hereinafter contained requiring a certain annual expenditure to be made by the Company; or

(f) which shall already have been used as a basis for the payment to the Company by any mortgagee or trustee under any Underlying Mortgage of any insurance or partial release moneys (including receipts on account of property expropriated) deposited with such trustee or which shall have been

included in the accounting for the disbursement of any such moneys which is hereinafter required to be rendered by the Company to the Authenticating Trustee; or

(g) made for choses-in-action or securities of any kind; but this provision shall not prevent the refunding as herein authorized of Underlying Bonds; or

(h) made for the acquisition of any property from any Underlying Company;
or on account of the property acquired by any such expenditures.

The Company may at any time hereafter apply for the certification and delivery under this section of bonds secured hereby on account of the acquisition of any railway property which shall be subject to any lien securing the payment of money (not being a lien then included in the term Underlying Mortgage as herein used) and in case of such application, the Authenticating Trustee shall, subject to the limitation hereinafter set forth, reserve, or in part certify and deliver, and in part reserve, bonds of the Company to be secured hereby in the manner and on the conditions applicable in case such property were free of lien, and in the expenditures for the acquisition of such property there shall be included the amount of the indebtedness secured by such lien in estimating the amount of bonds so to be reserved or reserved and certified as aforesaid, which amount shall not exceed seventy-five (75) per centum of the actual and reasonable amount of such expenditures, inclusive of such indebtedness as aforesaid or seventy-five (75) per centum of the original cash cost of constructing such railway property or of the reasonable replacement value thereof, without deduction on account of such indebtedness, whichever is the least; provided that of such bonds, an amount in par value equal to the principal of such secured indebtedness shall be reserved uncertified and the balance only if any, shall be certified and delivered to the Company. The bonds so reserved uncertified shall be set apart by the Authenticating Trustee for the purpose of enabling the Company to retire such secured indebtedness, and shall from time to time thereafter be certified and delivered to the Company by the Authenticating Trustee, upon the written order or orders of the Company, as and only to the extent at their par value,

(x) that payment, evidenced by the delivery to the Authenticating Trustee of receipts, cancelled certificates of indebtedness, or otherwise to the satisfaction of the Authenticating Trustee, shall be made by the Company from time to time on the principal of such secured indebtedness out of funds other than funds applicable to the payment of such indebtedness by virtue of an insurance or partial release provisions

of the mortgage or other instrument securing such indebtedness, as shall be shown by certificate of the trustee or mortgagee of the Underlying Mortgage securing such indebtedness or by other evidence satisfactory to the Authenticating Trustee; or

(y) that the Company shall deposit uncanceled with the Authenticating Trustee bonds or other securities representing the whole or any part of the principal of such indebtedness with all unmatured coupons belonging thereto attached, to be held by the Authenticating Trustee under and subject to the provisions of that article of these presents which concerns the possession and use of property before default; provided that no bonds so reserved uncertified shall be certified and delivered to the Company at any time when the aggregate amount of the principal of such indebtedness not paid or deposited with the Authenticating Trustee as aforesaid shall exceed the aggregate amount of the bonds to be secured hereby so reserved uncertified. The bonds so reserved uncertified shall, upon their certification and delivery, bear such rate or rates of interest not exceeding five (5) per centum per annum, and consist of bonds of the denominations of five hundred (500) dollars and one thousand (1,000) dollars in such proportions, whether all of one denomination, or partly of one denomination and partly of the other, as may from time to time be fixed by resolutions of the Board of Directors of the Company, whereof certified copies shall have been delivered to the Authenticating Trustee. But no bond shall be certified and delivered or reserved as herein provided on account of the acquisition of any encumbered railway property at any time when the aggregate amount of bonds which, as a result thereof, will be reserved by the Authenticating Trustee without certification under the provisions of this paragraph of this section including bonds then so held in reserve uncertified on account of indebtedness against previously acquired encumbered railway property or railway properties, shall exceed in the aggregate fifteen (15) per centum of the aggregate par value of all such bonds then so held in reserve uncertified, and of the bonds previously issued and then outstanding hereunder and of the bonds then so to be certified and delivered or reserved on account of such acquisition of such encumbered railway property. All such indebtedness remaining outstanding upon property, the acquisition of which shall, under the provisions of this paragraph of this section, have been made a basis for the certification and reservation of bonds hereunder, shall be included in the terms "Outstanding Underlying Bonds" and "Underlying Bonds", whether or not in the form of bonds; and the liens, mortgages, charges, hypothecs and other in-

struments securing the same, if any, shall be included in the terms "Outstanding Underlying Mortgages" and "Underlying Mortgages," all where the context permits and irrespective of the exact name and nature of such indebtedness and the instruments evidencing and securing it.

No bonds shall be certified under the provisions of this section and no bond shall be reserved as provided in the foregoing paragraph (but this provision shall not apply to the certification of bonds under the preceding paragraph against the retirement of any secured indebtedness mentioned therein) unless the earnings from the operation of the plants and properties owned by the Company and subject to the lien of these presents at the time of its application for such certification or reservation for a period of twelve consecutive months ending not more than sixty (60) days prior to such application, after deducting from such earnings all operation expenses, including taxes, municipal percentages of earnings, insurance and reasonable expenditures for maintenance and renewals sufficient to maintain the properties of the Company in a state of high operation efficiency, shall have been in each case equal to at least twice the total annual interest charges on all bonds then outstanding hereunder, and all bonds for which such application for certification is then made hereunder, and all Outstanding Underlying Bonds not then pledged with and held by the Trustees hereunder and all other bonds, or evidences of indebtedness then outstanding which shall be secured by a lien or liens prior to that of these presents on the property covered hereby or any part thereof and which shall not be pledged and held hereunder or under an Underlying Mortgage.

Every order of the Company for the certification and delivery of bonds or the withdrawal of cash under the provisions of this section, shall be executed in the name of the Company, by its President or a Vice-President, and attested by its Secretary or an Assistant Secretary under its corporate seal, and shall be delivered to the Authenticating Trustee, and shall except in case of an order for the certification of bonds reserved uncertified against the amount of any indebtedness secured by lien upon any railway property acquired as aforesaid be accompanied

(1) by a certified copy of a resolution of the Board of Directors of the Company authorizing such order;

(2) by the certificates of the General Manager and of the Treasurer or an Assistant Treasurer of the Company showing in reasonable detail the existence of all facts in relation to the expenditures, earnings and interest charges of the Company necessary to entitle the Company under the provisions of this section to the certification and delivery of such bonds

or the withdrawal of such cash, so that the facts stated therein shall show compliance with all substantive conditions and provisions herein contained, whether affirmative requirements or negative restrictions, concerning the making and nature of such expenditures and certification of such bonds or the withdrawal of such cash ;

(3) by the certificate of an accountant approved by the Authenticating Trustee stating that he has verified and finds correct all statements in such certificates contained, and that he is of opinion that the Company is entitled under the provisions hereof to the certification of bonds or the withdrawal of cash, as the case may be, required by such order; and

(4) by the opinion of counsel hereinbefore mentioned; but an order for the certification of bonds against the deposit of cash need not be accompanied by such opinion. The Authenticating Trustee shall be fully protected in acting upon any such orders accompanied by such certified copy of a resolution, by such certificates and by such opinion. The Authenticating Trustee, however, shall have the right, but shall not be obliged, to require the Company to furnish any further evidence or information which the Authenticating Trustee may deem advisable or necessary in the premises in order to establish the right of the Company to the certification and delivery of any bonds or the withdrawal of any cash mentioned in such order; and the Authenticating Trustee may, in its discretion, cause to be made, at the expense of the Company, such independent investigation as it may see fit in respect of any and all matters pertinent to any certification and delivery of bonds or withdrawal of cash hereunder, and may cause the books, vouchers and property of the Company to be examined by some expert or experts selected or approved by the Authenticating Trustee for the purpose, and cause any legal questions to be passed upon by counsel selected or approved by the Authenticating Trustee.

SECTION 5. The Authenticating Trustee shall be under no obligation to certify or deliver any bonds or to pay over to the Company any moneys under these presents at any time when the Company is in default hereunder, but the Authenticating Trustee shall be under no liability whatever for any certification or delivery of bonds or payment of money when the Company is in default hereunder whether or not the Authenticating Trustee has, or is chargeable with, notice of such default.

SECTION 6. The Authenticating Trustee, endeavoring in good faith to act in accordance with the several foregoing provisions as construed by it or by counsel, shall not be responsible for the certification or delivery of any bonds under this article.

SECTION 7. The Company shall forthwith upon the execution of these presents, execute and deliver to the Authenticating Trustee ten million four hundred forty-five thousand (10,445,000) dollars par value of the bonds secured hereby. The Company shall from time to time execute and deliver to the Authenticating Trustee such additional bonds as the Authenticating Trustee shall require for the purpose of issue. Bonds executed on behalf of the Company by persons who shall at the time of the execution thereof have been its President or Vice-President and Secretary or Assistant Secretary or other officials thereto then authorized, and coupons bearing a facsimile of the signature of a person who at any time shall have been the Treasurer of the Company, shall upon certification by the Authenticating Trustee be valid obligations of the Company and shall come within the security of these presents, notwithstanding the fact that one or more or all of such persons shall cease to hold his or their offices in the Company before the certification, or as to the facsimile signature of the Treasurer, before the execution of such bonds. All bonds shall be dated July 1, 1911. The Authenticating Trustee before delivering any bonds shall detach and cancel all coupons then matured thereon.

SECTION 8. Bonds pledged by the Company to secure any indebtedness or obligation, and bonds sold or otherwise issued by the Company, may, upon their being released from pledge by performance of the secured obligation or payment of the secured debt, or otherwise, or upon their being repurchased or otherwise acquired by the Company, in either case, and in every such case, be sold, pledged or otherwise issued, reissued or disposed of by the Company, as often as the Company may acquire the same; and all such bonds so sold, pledged or otherwise issued, reissued or disposed of by the Company shall continue to be entitled as upon their original certification to the security of these presents.

SECTION 9. Pending the engraving of the permanent bonds to be secured hereby, the Company may execute and issue temporarily in lieu thereof one or more temporary bonds in denominations of five hundred (500) dollars or of multiples thereof of an aggregate par value not exceeding thirteen million seven hundred eighteen thousand (13,718,000) dollars. Ten million four hundred forty-five thousand (10,445,000) dollars par value of such temporary bond or bonds shall, in lieu of the ten million four hundred forty-five thousand (10,445,000) dollars par value of bonds hereinabove authorized to be certified forthwith upon the execution hereof be certified by the Authenticating Trustee upon the request of the Company to be a temporary bond or to be temporary bonds, as the case may be, referred to in these presents, and

upon such certification such temporary bond or bonds shall be delivered by the Authenticating Trustee to the Treasurer of the Company or upon his written order or orders. The balance of such temporary bonds, not exceeding three million two hundred seventy-three thousand (3,273,000) dollars par value, shall, if executed by the Company, be reserved uncertified by the Authenticating Trustee to retire Outstanding Underlying Bonds, and such temporary bonds shall from time to time be certified and delivered by the Authenticating Trustee in lieu of the three million two hundred seventy-three thousand (3,273,000) dollars par value of bonds secured hereby hereinabove authorized to be reserved to retire Outstanding Underlying Bonds, subject, however, to the same restrictions and upon the same conditions as are hereinabove contained in regard thereto. In order to permit the exchange of temporary bonds of one denomination for temporary bonds of other denominations the Authenticating Trustee shall upon surrender to it and cancellation by it of any temporary bond or bonds certified and delivered by it as aforesaid, and upon the delivery to it by the Company of other uncertified temporary bonds aggregating a like par value duly executed by the Company certify and deliver such other temporary bond or bonds so delivered by the Company, being of an aggregate par value equal to the aggregate par value of the temporary bond or bonds so surrendered and cancelled.

The Company shall deliver to the Authenticating Trustee as soon as is reasonably possible permanent engraved bonds to be substituted for such temporary bonds. Upon the surrender to and cancellation by the Authenticating Trustee of such temporary bond or bonds, or any of them, so certified and delivered, the Authenticating Trustee shall certify and deliver permanent bonds to the par value of such temporary bonds so surrendered and cancelled. Such temporary bond or bonds and the coupons, if any, attached thereto shall be secured by and entitled to the benefit of the provisions of these presents to the same extent and as fully as the bonds to be ultimately issued, and shall until cancellation be deemed the bond or bonds to be secured hereby to the extent that they are issued and certified. No such temporary bond or bonds shall be certified after the engraved bonds are ready, and all such temporary bond or bonds then held in reserve as aforesaid shall be forthwith cancelled.

SECTION 10. In case any bond issued hereunder with the coupons thereto appertaining shall become mutilated or be lost or destroyed, the Company in its discretion may issue and thereupon the Authenticating Trustee may certify and deliver a new bond of like tenor bearing the same number in exchange and substitution for, and upon cancellation of

the mutilated bond with its coupons; or instead of the bond and coupons so lost or destroyed upon receipt of satisfactory evidence of the loss or destruction thereof and upon receipt of satisfactory indemnity.

ARTICLE II.

CALL AND PAYMENT OF BONDS.

The Company may, in case of its voluntary liquidation, call and pay on any semi-annual interest day, and may without such liquidation call and pay on July 1, 1921, or on any subsequent semi-annual interest day, all, but not less than all, the outstanding bonds secured hereby at their par value plus a premium of five (5) per centum thereon, with accrued interest to said interest day, by publishing notice of said call at least once a week for not less than five (5) successive weeks in newspapers of general circulation published respectively in Montreal, Canada, Chicago, Illinois, Boston, Massachusetts, New York, New York, and London, England, the first publication in each newspaper to be not less than sixty (60) days and not more than six (6) months prior to the date fixed for such payment, by mailing notices thereof to all the registered holders of the bonds thus called at their respective registered addresses and to each of the Trustees not less than sixty (60) days nor more than six (6) months prior to the date fixed for such payment, and by depositing with the Authenticating Trustee, on such day before the date fixed in the call for payment as will enable the Authenticating Trustee to provide for payment at the various places at which the principal sums of the bonds are payable, a sum of money sufficient to pay at the price above fixed all outstanding bonds so called and not by the Company deposited, cancelled, with the Authenticating Trustee at the time of such payment, and sufficient in addition to cover the probable expenses of the Authenticating Trustee as estimated by it in providing for payment in said various places, and sufficient in addition to pay all costs and charges payable hereunder. The Authenticating Trustee shall cancel all such bonds thus called upon the presentation thereof for payment.

Upon such deposit, the money deposited shall, from the date fixed for payment in the call, stand as security for the bonds so called and not deposited, cancelled, with the Authenticating Trustee by the Company as aforesaid, in lieu of the property covered by the lien hereof. If such notice is given and deposit made, interest on all bonds so called shall cease from and after the date fixed for payment in the call. All sums of money which are payable under the foregoing prov-

isions are payable in Chicago, Illinois, in gold coin of the United States of America of the present standard of weight and fineness, in Montreal, Canada, in gold coin of the Dominion of Canada of the present standard of weight and fineness, and in London, England, in gold coin of the United Kingdom of Great Britain and Ireland of the present standard of weight and fineness. In case any question shall arise as to compliance by the Company with the provisions or performance of the conditions of this article, the decision of the Authenticating Trustee upon such question shall be final.

ARTICLE III.

POSSESSION AND USE OF PROPERTY BEFORE DEFAULT.

SECTION 1. The Trustees shall, until default, permit the Company to possess, operate, use and enjoy the mortgaged estate, and receive and disburse the income, revenue and profits therefrom as fully and completely as if these presents had not been executed (except in so far as the provisions hereof require the deposit of securities with the Trustees), but not inconsistently with the security hereby created; and to that end, the Company shall have the right, until default, to receive for its own use, but in the manner hereinafter provided therefor, the dividends, interest and income of the securities covered hereby, and from time to time, in the usual course of business, to sell any product or thing in which it shall deal in the usual course of its business.

SECTION 2. All moneys in the hands of the Trustees under these presents shall be held by the Authenticating Trustee. All bonds, notes, debentures, shares, stocks, debenture stocks, obligations, evidences of indebtedness or of interest, and other securities covered by these presents other than the Underlying Bonds and the shares of stock of the Underlying Companies shall be held by the Depositary Trustee in bearer form or shall be transferred into the name of the Depositary Trustee, or into the name of a nominee of the Depositary Trustee, or into the name of such other person or persons, or corporation or corporations as the Company may designate and the Depositary Trustee may approve, and shall, if capable of delivery, be delivered, endorsed in blank, to the Depositary Trustee, and, if transfer has been made other than into the name of the Depositary Trustee, the person to whom the transfer has been made shall execute and deliver a transfer thereof to the Depositary Trustee or its nominee. The Company shall deposit such securities with the Depositary Trustee and cause the same to be transferred as aforesaid forthwith upon the acquisition thereof by the Company. All Under-

lying Bonds and all shares of stock of the Underlying Companies shall be held by the Authenticating Trustee, or its nominee, or persons or corporations designated by it, in the same manner and subject to the same conditions as are above set forth as to the holding of other securities by the Depositary Trustee, and the Company hereby covenants that all Underlying Bonds and all shares of stock of Underlying Companies which may now be subject to the lien of any Underlying Mortgage shall forthwith upon becoming free from such lien, be transferred and delivered by the trustee under such Underlying Mortgage directly to the Authenticating Trustee, and the Company hereby specially constitutes and appoints the Authenticating Trustee its attorney and agent to demand and receive said Underlying Bonds and said shares of stock of Underlying Companies from such trustee with full power to receipt for the same in the name of the Company; and the Company shall, in case said Underlying Bonds or said shares of stock shall in any event be delivered to it, forthwith upon the receipt of the same deposit the same with the Authenticating Trustee as aforesaid.

All securities thus in the possession of either of the Trustees shall be stamped substantially as follows:

“Held under and subject to the provisions of the Trust Deed made by Montreal Tramways Company to National Trust Company, Limited, and Harris Trust and Savings Bank as Trustees, executed as of July 1, 1911, to secure an authorized issue of \$75,000,000 First and Refunding Mortgage Thirty Year Gold Bonds.”

Notwithstanding the foregoing specific provisions and other specific provisions hereinafter contained, the Trustees may in their absolute discretion decide that the Underlying Bonds or the shares of stock of the Underlying Companies or any of them or any securities included in the insurance fund hereinafter mentioned shall be deposited with the Depositary Trustee, or the other securities or any of them with the Authenticating Trustee, and the securities shall be deposited in accordance with such decision of the Trustees; and each Trustee shall have such powers and be subject to such duties in regard to the securities deposited with it as are herein granted to and imposed upon the Trustee specified to hold such securities, including the power to hold such securities in bearer form or in the name of any nominee.

Neither of the Trustees shall be obliged to examine into or pass upon the legality, validity or genuineness of any of the securities deposited or of any indorsement thereon or assignments thereof.

SECTION 3. The Authenticating Trustee shall until default

detach the coupons from the Underlying Bonds held by it hereunder, and cancel the same and deliver them cancelled to the Company within the ten (10) days prior to the maturity thereof, in each case. Each Trustee shall until default detach the coupons from all other bonds and debentures deposited with it hereunder, and deliver such coupons to the Company within the ten (10) days prior to the maturity thereof, in each case, and shall upon request of the Company cause to be given to the Company revocable dividend orders directing the payment to the Company or its nominee of dividends upon all shares of stock deposited hereunder; and until default each Trustee shall pay over to the Company all moneys received by it as interest or dividends upon any of the securities covered hereby forthwith upon the receipt of the same by such Trustee.

SECTION 4. Each Trustee shall until default cause to be given to the Company, upon request, proxies in proper form authorizing the Company, or its officers or agents, to vote upon all shares of stock deposited as aforesaid with such Trustee, at all shareholders' meetings, and to vote upon all bonds and debentures deposited as aforesaid at any meeting of bond or debenture holders, but such proxies for any shares of stock of any corporation organized as hereinafter set forth to hold rolling stock of the Company or for any shares of stock of the Underlying Companies shall not be voted so as in any way to permit such corporation to incur indebtedness other than to the Company or, except in the cases hereinafter specified as to Underlying Companies, to transfer its assets other than to the Company. The Authenticating Trustee shall cause to be given to the Company, upon request, such proxies for shares of stock in any Underlying Company permitting its dissolution or winding up and the transfer of all its assets to the Company either directly or through the medium of any other person or persons, corporation or corporations, and permitting such assets to be specifically subjected to the lien of any Underlying Mortgage to the lien of which mortgage the securities of the Underlying Company in question may be subject.

SECTION 5. If and when all the bonds then outstanding comprising any one or more of the issues of Underlying Bonds shall have been deposited with the Authenticating Trustee, or when the Company shall have deposited with the trustee under the Underlying Mortgage securing the same the necessary funds for the full and final payment at maturity of principal and interest of all bonds of any one or more of such issues not so deposited with the Authenticating Trustee, or not deposited, cancelled with the trustee under such Underlying Mortgage, then and in either of such cases the Authen-

ticating Trustee shall, if all the property of the Company issuing such bonds has been transferred to the Company, forthwith take such steps as shall be necessary to cause the Underlying Mortgage or Mortgages securing such issue or issues to be discharged, and shall to that end cancel or cause to be cancelled the bonds of such issue held by it.

SECTION 6. Each Trustee may, and at any time when the Company is not in default hereunder, shall, at the request of the Company, permit the Company to bring in its name or in the name of the person in whose name securities stand any suit or proceeding to enforce any rights under any of the securities covered by these presents and deposited with it, upon being furnished by the Company with a statement of the nature of the suit proposed to be brought and with satisfactory indemnity, unless the Trustees or either of them are of opinion that such suit would be prejudicial to the interests of the bond holders hereunder. In case of default in payment of any part of the interest or principal of any securities deposited hereunder, or any other default in or concerning such securities, the Trustees or either of them may, in their or its discretion, take such steps or permit the Company to take such steps as they or it may deem necessary to enforce such payment or otherwise to protect the interest of the bondholders and the Company.

SECTION 7. In case any of said securities thus deposited other than any Underlying Bonds, other than any stock of any of the Underlying Companies and other than any securities of any corporation organized as hereinafter set forth and owning rolling stock, shall at any time mature, or in case the Company shall at any time desire to sell the same or to surrender the same in connection with the liquidation or distribution, partial or total, of the assets of the corporation or association issuing the same or the transfer or conveyance of such assets, and the Company is not in default hereunder, the Depositary Trustee shall surrender such securities to the Company for that purpose, and the Company may hold and receive the cash proceeds thereof; and the property, if any, received by the Company upon any such liquidation, distribution, transfer or conveyance shall, unless excluded by the description of property hereinbefore contained, become subject to the lien of these presents, and the net cash cost thereof to the Company, not exceeding the original cost of constructing the same or the then reasonable replacement value thereof exclusive of any valuation for franchises or earning capacity, may be considered an expenditure of the Company, which may, subject to all provisions herein contained and applicable thereto, be used as a basis for the certification of bonds hereunder or as a basis for the payment by the Authenticat-

ing Trustee to the Company of any release or insurance money or moneys deposited against the certification of bonds. Notwithstanding the foregoing provisions, however, the Depository Trustee or the Authenticating Trustee shall, in case of a sale of any such securities, have the right to make such examination as it shall desire as to the adequacy of the price to be received by the Company, and shall be under no duty to comply with the foregoing provisions, unless upon such examination it is satisfied with such price; but neither Trustee shall be under any obligation to make any such examination. The provisions of this section shall apply to the Authenticating Trustee as to any such securities which may be deposited with it.

SECTION 8. The Trustees or either of them may from time to time, in its or their discretion, do or cause to be done whatever in its or their opinion or in the opinion of counsel may be necessary or desirable from the standpoint of the Company, for the purpose of maintaining, preserving or extending the corporate or associate existence of any corporation or association any of the securities of which shall constitute a part of the deposited securities, but no such action shall be taken by the trustees or either of them in regard to the Underlying Bonds or to the shares of stock of the Underlying Companies or to the securities of the corporation organized as hereinafter set forth and owning rolling stock, unless in its or their opinion or in the opinion of counsel approved by it or them, such action is not prejudicial to the interests of the bondholders.

ARTICLE IV.

COVENANTS OF THE COMPANY.

SECTION 1. The Company covenants to pay said bonds and coupons and to perform all the obligations by it to be performed therein and herein contained.

The Company further covenants that if all or any of said bonds become payable before maturity other than by call and redemption and upon payment of a premium of five (5) per centum in the manner herein provided, whether such payment before maturity is upon foreclosure, judicial sale, or otherwise, or if there shall be a default in the payment of all or any of said bonds at maturity, that then, and in either such case, the Company will pay the holder or holders of such bond or bonds in addition to all other sums payable thereon and under these presents, a premium of five (5) per centum upon the par value thereof.

The Company further covenants that at least three (3)

days prior to the date on which each instalment of interest on said bonds becomes due it will deposit with or at the order of the Authenticating Trustee the entire amount necessary to pay the coupons due on such date on all said bonds then outstanding, together with a sufficient additional sum to cover the probable expenses of the Authenticating Trustee in providing for payment of interest at the various banks and agencies at which interest is payable. Each such instalment of interest money so deposited shall be held as a special deposit for the account of the holder or holders of the coupons due on such interest date and applied by the Authenticating Trustee directly or through the various banks and agencies at which the coupons are payable to the payment of such coupons upon the presentation and surrender thereof. Such coupons so paid shall be cancelled and delivered to the Treasurer of the Company or upon his written order.

SECTION 2. The Company covenants to pay, when the same shall become due and payable, from time to time, all valid taxes, government charges, municipal percentages of earnings, calls and assessments of every name and nature assessed or laid upon the property covered hereby or upon any part thereof or any interest therein, or on the income and profits thereof, and all sums which may become due or payable on account of or under the terms of any and all licenses, franchises, municipal ordinances or contracts with municipal authorities, and to exhibit the receipts therefor to either Trustee upon its demand; and in case the Company fails thus to pay any of the taxes, government charges, municipal percentages of earnings, calls, or assessments herein mentioned or any sums due or payable on account of or under the terms of any licenses, franchises, municipal ordinances or contracts with municipal authorities, as aforesaid, when the same shall become due and payable and such default shall have continued for thirty (30) days or for that less period within which payment may be made without penalty or interest, or without any such delay in case such failure may cause the loss by the Company of any of its licenses, rights, privileges, franchises or contracts with municipal authorities which are necessary to enable it to operate and maintain as constructed any portion of its railway system, then and in such case either of the Trustees shall have the right at its option, and, upon being requested in writing by the holders of at least one-tenth (1-10) in amount of the bonds outstanding so to do, and being indemnified to its reasonable satisfaction and furnished the necessary funds, it shall be its duty, to pay all said taxes, government charges, municipal percentages of earnings, calls and assessments or other sums itself. But in case the payment thereof shall, in the opinion of the Trustees,

be in good faith contested by the Company and proceedings to enforce the same shall be stayed pending such contest, the Trustees may, in their discretion, omit to pay such taxes, government charges, municipal percentages of earnings, calls and assessments or other sums, or, if the Trustees or either of them think it advisable from the standpoint of the bondholders, they or either of them may pay the same, under protest if the Company shall so require, leaving the Company to sue to recover back the same. The Company shall, upon demand repay to such Trustee all sums thus expended by it with interest at the rate of six (6) per centum per annum from the time the same were paid by such Trustee. The amount of any such payments by the Trustees shall, until paid, constitute a lien upon the property covered by these presents, and in case of default shall be repaid to the Trustees before any payments are made on any bonds or coupons. No Trustee shall be under any obligation to make any such payments unless requested by the holders of one-tenth (1-10) in amount of the bonds outstanding hereunder and indemnified to its reasonable satisfaction and furnished with the necessary funds, as aforesaid.

SECTION 3. The Company covenants that it will diligently preserve its corporate existence, and all rights, locations, franchises, ordinances and contracts with municipal authorities or other persons or corporations now owned or hereafter acquired by it which are or shall be essential to or desirable for the operation and maintenance as constructed of any portion of its railway system; provided, however, that the Company may, contemporaneously with the acceptance, entering into or other acquisition of any new ordinance, contract or franchise in place of any existing ordinance, contract or franchise, surrender or cancel such existing ordinance, contract or franchise, if required so to do as a condition precedent to the acceptance, entering into or other acquisition of such new ordinance, contract or franchise, but only if such new ordinance, contract or franchise shall cover the right to operate in substantially the same and as great area, as such existing contract, ordinance or franchise and only if such new contract, ordinance or franchise shall, if subject to fixed determination, expire not earlier than 1946; and only upon the filing with the Trustees of a satisfactory opinion of counsel selected by the Company and approved by the Trustees to the effect that such surrender is not prejudicial to the interests of the bondholders or of the Company. In such case the Trustees shall, upon request of the Company, join in the surrender or cancellation of such existing franchise, contract or ordinance, and the Trustees so joining shall be without liability in regard thereto.

SECTION 4. The Company covenants that it will at all times keep all its insurable property covered hereby, including all such plants, buildings, stations, machinery, equipment and apparatus as are usually insured by companies operating like properties, suitably insured to the reasonable insurable value thereof in responsible companies against destruction or damage by fire, boiler explosion or other accident against which insurance is usually carried by companies operating like properties, or against such losses as in the opinion of the Authenticating Trustee is desirable; and all policies for such insurance shall be so drawn as to make any amounts payable thereunder on account of any loss or damage payable to the Authenticating Trustee, and upon the written request of the Authenticating Trustee all such policies shall be deposited with it; provided, however, that if any property so insured is covered by any mortgage or other instrument the lien of which on such property is prior to the lien of these presents, all amounts payable under the policies for such insurance may, until the final satisfaction and release of such prior mortgage or other instrument, be made payable to, and such policies may be deposited with, the mortgagee or trustee under such prior mortgage or other instrument, if such prior mortgage or other instrument so requires, the Company hereby agreeing that upon such satisfaction or release of such prior mortgage or other instrument, any insurance moneys then in the hands of the mortgagee or trustee thereunder shall forthwith be paid over to the Authenticating Trustee.

The Company may, however, in case it shall desire to carry its own insurance, transfer to and deposit with the Authenticating Trustee the securities and moneys constituting its insurance fund and shall from time to time make such additions thereto as it shall see fit. Such insurance fund as from time to time constituted shall be accepted by the Authenticating Trustee in lieu of policies of insurance, but only to the extent which from time to time the Authenticating Trustee shall deem proper and sufficient. It is contemplated that the deposit of an insurance fund amounting at the time of the execution of these presents to not less than five hundred fifty thousand (\$550,000) dollars, the deposit from time to time of such proportionate additions thereto as the increase in the aggregate value of the Company's insurable properties shall from time to time render necessary, and the making of annual payments in addition thereto in amounts from time to time not less than eighty-five (85) per centum of the amount of premiums which would be necessary to effect annual insurance upon the properties of the Company in the manner hereinabove required shall be sufficient to excuse the Company from the taking out of any insurance policies as above required, and the

Authenticating Trustee acting on this basis shall be under no liability whatever; but the Authenticating Trustee may require a greater or less insurance fund or may require policies of insurance in addition to such insurance fund, and nothing herein contained shall be taken in any way to indicate that the Authenticating Trustee shall be under any liability whatever on account of such insurance or on account of such insurance fund except as hereinafter specifically provided.

Such insurance fund, if any, shall be invested and reinvested from time to time in such securities as may be determined upon by the Company and approved by the Authenticating Trustee, and the Company or the Authenticating Trustee shall have the right at any time to require a change of any investment whether or not such investment shall have originally received the approval of the Company or the Authenticating Trustee. The income from such insurance fund shall as collected by the Authenticating Trustee be paid over to the Company. The Company may at any time upon furnishing policies of insurance as hereinbefore first required, request the Authenticating Trustee to pay over, transfer and deliver to it all or any part of such insurance fund, and the Authenticating Trustee shall comply with such request, unless the Company is in default hereunder, in which case the Authenticating Trustee may comply or refuse to comply with such request, in its discretion, or unless the Authenticating Trustee is of opinion that such insurance policies are not adequate, in which case it may either require other or additional insurance policies as a condition to its compliance or pay over, transfer and deliver a less amount of such insurance fund than is specified in such request.

In case the property of the Company is, in the opinion of the Authenticating Trustee, not suitably protected by such insurance policies, if any, and such insurance fund, if any, the Authenticating Trustee may require the Company to make such additional payment to the insurance fund as may be designated by an expert appointed by the Authenticating Trustee, and in case of the failure of the Company forthwith to comply with such requirement or without making any requirement upon the Company for an additional payment to the insurance fund, the Authenticating Trustee may cause insurance or additional insurance to be placed upon the property of the Company in such amounts and to cover such losses as such expert shall have designated, and in such insurance companies as the Authenticating Trustee shall decide. The Authenticating Trustee shall make such requirement or cause such insurance to be placed as the case may be upon the written request of the holders of one-fourth ($\frac{1}{4}$) in amount of the bonds then outstanding hereunder, specifying in detail

the action to be taken, and upon being indemnified to its reasonable satisfaction and furnished with the necessary funds, unless in the opinion of an expert appointed by the Authenticating Trustee such request is unreasonable. The Authenticating Trustee shall upon the request of the Company appoint and take the opinion of such expert. The Company shall repay to the Authenticating Trustee upon demand the amount of all premium charges expended by it, together with interest thereon at the rate of six (6) per centum per annum from the time of the expenditure thereof by the Authenticating Trustee. The amount of any such expenditure with interest until repaid to the Authenticating Trustee shall constitute a lien upon the property covered by these presents, and in case of default shall be repaid to the Authenticating Trustee before any payments are made on any bonds or coupons as herein provided. The Authenticating Trustee shall not be responsible for the insuring of property or for renewals of such insurance or for the amount of insurance or for the existence or amount of any insurance fund except when requested, indemnified and furnished with funds as aforesaid, and then only for failure to comply in good faith with such request as construed by it or by counsel and approved by the expert hereinabove mentioned.

In case of loss of or damage to the Company's property if and to the extent that such loss or damage is not covered by insurance policies, as aforesaid, the Company shall forthwith, by affidavit or statutory declaration of its General Manager, report such loss or damage to the Authenticating Trustee, specifying in reasonable detail the amount thereof, and thereupon the Authenticating Trustee shall set apart from the insurance fund a sum equal to such amount, or such other sum as it may, upon investigation made as hereinafter provided, deem sufficient; and the Authenticating Trustee shall for that purpose sell such securities as the Company may designate or the Authenticating Trustee may select in default of designation by the Company. All moneys thus set apart by the Authenticating Trustee and all moneys received by the Authenticating Trustee from any insurance policies, as aforesaid, shall be held by it as a special fund, and shall be paid out by it, from time to time, upon checks or drafts drawn by the Company either to the amount of one hundred (100) per centum of the actual and reasonable cash expenditures of the Company for renewing or replacing the property damaged or injured on account of which the insurance money became payable or the portion of the insurance fund was set aside, or to the amount of one hundred (100) per centum of the actual and reasonable cash expenditure of the Company for extensions, enlargements and additions

of the same nature and made under the same conditions as expenditures for which cash deposited with the Authenticating Trustee as a basis for the certification of bonds hereunder may be withdrawn and paid out to the Company, except that such extensions, enlargements and additions may be subject to the lien of an Underlying Mortgage. All such checks and drafts of the Company for the payment of such moneys shall be signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer; and prior to the presentation thereof to the Authenticating Trustee the Company shall deliver to the Authenticating Trustee (1) certificates of the General Manager and of the Treasurer or an Assistant Treasurer of the Company, showing in reasonable detail the existence of all facts in relation to the expenditures of the Company necessary to entitle the Company under the provisions hereof to the withdrawal of such cash, so that the facts stated shall show compliance with all substantive conditions and provisions herein contained, whether affirmative requirements or negative restrictions, (2) the certificate of an accountant approved by the Authenticating Trustee stating that he has verified and finds correct all statements in such certificates contained, and that he is of opinion that the Company is entitled under the provisions hereof to the withdrawal of such cash, and (3) the opinion of counsel hereinbefore mentioned.

In case of any loss covered in whole or in part by any policy of insurance, any appraisalment or adjustment of such loss and settlement and payment of indemnity therefor which shall be agreed upon between the Company and any insurance company may, upon the written request of the Company, be consented to and accepted by the Authenticating Trustee, but the Authenticating Trustee may require the approval thereof by some person approved by it. In case of any loss or damage covered in whole or in part by the insurance fund, as aforesaid, the appraisal thereof by the Company, as aforesaid, may be consented to and accepted by the Authenticating Trustee, but the Authenticating Trustee may require the approval thereof by some person approved by it.

In case any policies of insurance shall, in accordance with the provisions hereinabove in this section contained, be made payable to the trustee under any mortgage securing any Underlying Bonds, and there shall be paid any moneys upon said insurance policies upon any loss or damage to any of the property of the Company, then and in that case the Company shall, by affidavit or statutory declaration of its General Manager, report to the Authenticating Trustee the amount of such moneys thus paid upon such policies; and the Company shall thereafter account to the Authenticating Trustee

for the disbursement of all such moneys in the same manner as it would have had to account to the Authenticating Trustee for expenditures to be made the basis, under provisions hereinbefore contained, of the payment by the Authenticating Trustee to the Company of such moneys, had they been deposited with the Authenticating Trustee hereunder; and no moneys shall be paid by the Authenticating Trustee to the Company under this section until such accounting shall have been completed as to all sums then having been received under any such policies as aforesaid.

There shall be no duty on the Depositary Trustee with respect to effecting or maintaining insurance or seeing that the same is effected or maintained by the Company, and it shall not be responsible for any loss by reason of want thereof, nor shall it be under any duty or responsibility to see to the application of any insurance moneys payable or paid under any policy of insurance on any of the property covered by these presents and there shall be no duty on the Depositary Trustee with respect to the said insurance fund.

SECTION 5. The Company covenants that it will continue uninterruptedly to carry on its business and operate its lines, that it will not commit or permit, or suffer or permit others to commit, strip or waste of any of the property covered hereby; and the Company further covenants that it will continuously carry on and conduct its business in an efficient manner; that it will at all times maintain, preserve and keep its railway system and other property and all parts thereof in thorough repair, in a high state of operating efficiency and fully supplied with all necessary equipment of the most modern type; that it will from time to time make all needful and proper repairs, renewals, replacements and alterations so that its business and every part thereof shall at all times be carried on with safety and despatch; that it will not do, or omit to do, any act or thing whereby its property, licenses, locations, franchises or rights under any law or under any ordinances, by-laws or contracts of or with any municipality may become lost or impaired or subject to forfeiture; and that neither the value of the property covered hereby or the lien of these presents will be diminished or impaired in any way as a result of any action or non-action on the part of the Company other than such diminution in value as is the necessary and inevitable consequence of the ordinary use of the property. Notwithstanding the foregoing provisions the Company may, having first notified the Trustees of its intentions and of the reasons for its contemplated action, contest the validity of any ordinance or statute by appropriate proceeding in a court of competent jurisdiction unless or until in the opinion of the Trustees or either of them, or of counsel selected or approved

by the Trustees or either of them, the said contest or the continuance thereof will materially injure the rights and security of the bondholders; and the Company pending such contest as aforesaid shall not be deemed to be in default in respect to the covenants in this section contained.

SECTION 6. The Company covenants that it will keep separate and proper books of record and account in which full, true and perfect entry shall be made of all dealings, transactions of or in relation to the railways, properties, business and affairs of the Company, subject to the lien of these presents, and that it will furnish each of the Trustees, once every calendar month and as often in addition as they or either of them shall reasonably request, statements showing the then assets and liabilities of the Company in reasonable detail, and showing in reasonable detail the earnings and expenses of the Company for the preceding calendar month or for such other period or periods as the Trustees or either of them shall require and all such information as to the plants, property or equipment of the Company and the operations of the Company as the Trustees or either of them shall reasonably request. The Company shall permit the Trustees, or either of them, or any person appointed by them, or either or them, at any time and from time to time to examine its properties, books of accounts, vouchers and all records of every nature and shall afford reasonable facilities for such examination.

SECTION 7. The Company covenants with the Trustees that the mortgaged property and all parts thereof are free and clear of all liens of every nature having priority or which may become entitled to priority over these presents except the liens of the Underlying Mortgages and except as to property, privileges, immunities and franchises which may be hereafter acquired by it and shall not have been used as a basis for any issue of bonds hereunder (except as hereinbefore specifically authorized in the case of railway properties acquired subject to lien securing the payment of money) or as a basis for the release of any property from the lien hereof or as a basis for the payment by the Authenticating Trustee to the Company of any insurance or release moneys or any moneys deposited against the certification of bonds hereunder. The Company further covenants to and with the Trustees that it has good title to and full power and authority to hypothecate, mortgage, pledge, sell, assign and convey the property hereby hypothecated, mortgaged, pledged, sold, assigned and conveyed in the manner herein hypothecated, mortgaged, pledged, sold and conveyed, or purported so to be, except as aforesaid, and that it will warrant and defend the lien and interest of the Trustees in said property against the lawful claims of every person and all persons claiming or to claim

the same. The Company further covenants not to suffer any lien superior or equal to the lien thereof, except in the cases herein specifically authorized, to attach to the property covered hereby, and further covenants that all its funded debt created after the date hereof shall be made expressly subject to the lien hereof by provision to that effect inserted in the evidences of indebtedness issued by it or in the deeds of trust securing the same.

SECTION 8. The Company covenants to keep these presents at all times properly filed, registered and recorded in such manner and at such places as may be required to establish and maintain the superior lien hereof on the property covered hereby.

SECTION 9. The Company covenants to make, execute, acknowledge, deliver, register and record, as often as requested by the Trustees, or either of them, any confirmatory, renewal, supplemental, additional or other deeds or instruments of conveyance, mortgage, pledge, or hypothec, which, in the opinion of the Trustees, or of the Trustee thus requesting, are, or may be, necessary or desirable to subject to the lien hereof the property covered hereby or purported so to be or any additional property which may be acquired by the Company. The Company further covenants that in case any of the Underlying companies shall at any time have or acquire title to any property, right or franchises, the Company will upon request of the Authenticating Trustee execute, acknowledge, deliver, register and record a deed of trust, indenture or other instrument supplemental hereto, wherein the Company shall enter into covenants to the effect and in the form requested by the Authenticating Trustee; and the Company further covenants to cause any such Underlying Company to make, execute, acknowledge, deliver, register and record such deeds or other instruments as may be necessary or proper in the opinion of the Authenticating Trustee to carry into effect the covenants of the Company hereinbefore in this section contained.

SECTION 10. The Company covenants that it will not declare or pay any dividend on its capital stock other than out of its surplus earnings remaining on hand after the deduction of all fixed charges and operating expenses, including therein reasonable expenditures for maintenance, renewals, and depreciation, municipal percentages of earnings, taxes and all interest charges. Interest charges shall include all accrued interest or dividends on bonds, income bonds, debentures, debenture stock, notes, accounts, floating debts and all similar charges lawfully entitled to priority over dividends payable to the holders of shares of the capital stock of the Company. The Company further covenants that it will not

declare and pay any dividend on its capital stock at any time when the aggregate amount of its floating debt is in excess of five (5) per centum of the aggregate par value of the bonds of the Company issued hereunder and then outstanding. Floating debt shall for the purposes of this covenant, include all obligations for money borrowed other than funded or secured indebtedness, whether on notes, open account, or otherwise, and all other obligations of whatever nature which shall have been due and payable for a period in excess of thirty (30) days or for which the time of payment has been extended.

The Company further covenants that it will not guarantee any securities or obligations of any other corporation, or any interest thereon, or any dividends upon any shares of stock unless and until it shall have furnished to the Authenticating Trustee statutory declarations or sworn statements of three (3) persons appointed by the Company and approved by the Authenticating Trustee showing that in the opinion of each of such persons the making of such guarantee is advisable from the standpoint of the Company and is not prejudicial to the interests of the holders of the bonds at the time outstanding hereunder.

SECTION 11. The Company covenants that not later than thirty (30) days after the dates of maturity of the respective issues of bonds secured thereby it will cause said deed of trust executed February 29th 1908, to Royal Trust Company, and said deed of trust executed August 10, 1893, to Montreal Safe Deposit Company, as aforesaid, to be discharged and that forthwith upon the discharge of said deed of trust executed February 29, 1908, to Royal Trust Company, it will, in accordance with the provisions hereinabove contained, deliver or cause to be delivered to the Trustees hereunder any Underlying Bonds and any shares of stock of the Underlying Companies then remaining pledged under said deed of trust executed February 29, 1908.

SECTION 12. The Company covenants that all the terms, conditions, covenants and agreements contained in the Underlying Bonds or in any deed of trust, indenture of mortgage, or other instrument securing the same, shall be fully complied with and that the Underlying Bonds will be paid, principal and interest, from time to time and as the same severally become due, and without any extension thereof. The Company covenants that no more bonds shall be issued under any of said deeds of trust or other instrument securing any of the Underlying Bonds and that it will file or cause to be filed with the mortgagee or trustee thereunder such instruments as the Authenticating Trustee shall request or take such other action as the Authenticating Trustee shall request to this end;

that as soon as it shall be in a position to do so it will cause all deeds of trust, indentures of mortgage or similar instruments entitled to priority over the lien hereof to be discharged and cancelled; that if it shall purchase any properties subject to indebtedness secured by lien thereon, such indebtedness shall not subsequently to such purchase be increased and that it will in no way permit any bonds for obligations in any way to be secured by lien upon its property having priority to or ranking with the lien hereby created other than by purchase of additional property subject to lien as aforesaid.

SECTION 13. The Company covenants that none of the Underlying Companies shall at any time incur any debt other than to the Company, and that all such obligations so incurred to the Company shall be deposited with the Depositary Trustee hereunder, and that none of the property, if any, which shall have been acquired by the Underlying Companies or any of them or which shall at any time be owned by the Underlying Companies or any of them shall be transferred other than to the Company in the manner hereinbefore authorized except in cases where an Underlying Mortgage upon the property of such Underlying Company requires the proceeds of any sale of the property of the Company to be applied in replacing the property sold, or in acquiring new property, in which cases a sale or transfer may be made other than to the Company, the Company hereby covenanting that in such case all such proceeds shall be applied as required in such Underlying Mortgage. The Company further covenants that in case of any increase of the capital stock of any of the Underlying Companies all the stock that may be issued upon such increase shall be acquired by the Company and be deposited with the Authenticating Trustee hereunder as part of the property covered hereby, it being the intent hereof that all securities of whatever nature of the Underlying Companies shall be acquired by the Company and so deposited.

SECTION 14. The Company covenants and agrees that it will not directly or indirectly extend or assent to the extension of the time for payment of any coupons of any of the bonds secured hereby by purchase or funding of such coupons or by any other arrangement.

In case the time for payment of any such coupon shall be so extended such coupons shall not be entitled in case of any default hereunder to the benefit or security of these presents except subject to the prior payment in full of the principal of all bonds issued and outstanding hereunder and of so much of the accrued interest thereon as shall not be represented by such coupons funded as aforesaid.

SECTION 15. The Company covenants that except as in these presents expressly authorized it will not sell, lease or

otherwise dispose of all or any part of its railway system or equipment and properties covered hereby, or consolidate with any other corporation or association so as to lose its own corporate existence or identity.

Notwithstanding the foregoing and anything to the contrary in these presents contained the Company may, at any time, with the approval of counsel selected or approved by the Trustees, transfer all or any part of its rolling stock, subject, however, to the lien of these presents, to a new corporation to be formed for the purpose, all of the stock of which shall have been deposited with the Depositary Trustee hereunder in the manner hereinabove fixed for the deposit of securities, which corporation shall have no obligations or indebtedness of any kind other than such as shall have been deposited with the Depositary Trustee hereunder as part of the property covered hereby, and which corporation shall have executed to the Company an instrument of lease by which all its assets, present and future, shall be leased to the Company for a period of not less than thirty (30) years from the date thereof. The Company shall forthwith cause said lease and all its rights thereunder to be specifically assigned to the Trustees as part of the property covered hereby. The Company may from time to time transfer, subject to the lien of these presents to such corporation so formed any rolling stock which the Company may from time to time own or acquire.

The Company hereby covenants that said corporation so formed shall incur no obligations whatever other than to the Company and that all such obligations so incurred to the Company shall be deposited with the Depositary Trustee hereunder; and further covenants that in case of any increase of capital stock of said corporation all the stock that may be issued by said corporation shall be acquired by the Company and deposited with the Depositary Trustee hereunder as part of the property covered hereby.

Notwithstanding anything herein above to the contrary contained the stock of said corporation so deposited with the Depositary Trustee shall not be released or surrendered by the Depositary Trustee except and unless coincident with the liquidation of such corporation and the retransfer of all such rolling stock to the Company, but in such case and for such purposes the Trustees shall release such stock upon request of the Company, unless, in the opinion of counsel appointed by the Authenticating Trustee, such release would be prejudicial to the interests of the bondholders hereunder.

Notwithstanding any of the provisions hereinabove in these presents contained the Trustees shall not permit the sale by the Company of any of said obligations of said corporations

nor shall the Trustees release or surrender the same other than in case of the cancellation thereof either upon a renewal thereof or upon payment of the same by said corporation to the Company. In such case the renewal obligation shall be simultaneously deposited hereunder; and the amount of such payment, if in cash, shall be by the Trustees paid over to the Company.

Nor shall anything in this section or in these presents contained prevent any consolidation or merger of the Company with any other corporation or any conveyance, transfer, or lease, subject to the continuing lien of these presents, of all the property covered hereby to any corporation, provided that the corporation thus becoming the owner or lessee of the property covered hereby shall keep separate accounts covering the operation of the property covered hereby, and shall apply the net income thereof first to the payment of interest upon the bonds issued hereunder, and provided further that such corporation shall as a condition precedent to consolidating or merging with the Company or acquiring or leasing the property covered hereby, execute such instruments supplemental hereto as shall be necessary or proper to effectuate the foregoing provision.

SECTION 16. The Company covenants that no receiver or sequestrator shall be appointed for it, that no person shall be appointed by judicial or executive process or otherwise to take possession of its property; that it shall not become insolvent or bankrupt or make any assignment of its assets for the benefit of its creditors by which possession of such assets shall be transferred to the assignee; and that no execution or similar process shall be issued against it, or be levied upon any of its assets.

ARTICLE V

SALE AND RELEASE OF PROPERTY.

SECTION 1. The Company may at any time without the consent of the Trustees sell or otherwise dispose of any part of the property covered hereby which may have become worn or damaged or otherwise unsuitable to be used in the conduct of the Company's business, provided that other property of at least equal value shall have been substituted therefor and provided that the Company shall not under this provision, without the consent of the Trustee, sell or dispose of in any six (6) successive months property exceeding in value the sum of twenty-five thousand (25,000) dollars. The Company shall annually, or oftener, render to the Trustees an account of the property so sold, and the property substituted therefor.

SECTION 2. The Company may sell or exchange, or contract to sell or exchange, such sale, exchange or contract being subject to its obtaining a release in the manner herein provided any part or parts of the mortgaged property except as herein expressly stated, and in such case and upon and in accordance with a written request of the Company, signed by its president or Vice-President, and attested by its Secretary or Assistant Secretary, under its corporate seal, the Trustees shall execute and deliver a release of the property specified in such request, or, if the property shall be in the possession or control of the Trustees or either of them, shall surrender such property provided, however, that:

(a) The provisions of this article shall not be construed to authorize the release of the property covered hereby as an entirety or substantially as an entirety, or to authorize the release or surrender of any securities or of any franchise rights, but shall extend only to the release of physical properties and interests therein.

(b) In the case of property sold or contracted to be sold, the proceeds of the sale thereof shall, on or before delivery of the release of such property, be deposited with the Authenticating Trustee; provided that if any property so sold shall be covered by any Underlying Mortgage, such proceeds may be deposited with the mortgagee or trustee under such Underlying Mortgage if it shall so require, the Company hereby agreeing that upon the satisfaction or release of such Underlying Mortgage any of such proceeds from the sale of released property remaining in the possession or control of such mortgagee or trustee shall be forthwith deposited with the Authenticating Trustee to be held and applied by it in accordance with the provisions of this Article. In case the proceeds from the sale of such property, being other than railway property, shall be in the form of securities of any other corporation or association, such securities shall be held by the Authenticating Trustee subject to the provisions of that article hereinbefore contained concerning possession and use of property before default. All moneys received by the Authenticating Trustee under the provisions of this article shall be held by it as part of the property covered hereby, and shall be paid out by it, from time to time, upon checks or drafts drawn by the Company either to the amount of one hundred (100) per centum of the actual and reasonable cash expenditures of the Company for replacing part or all of the property released, or to the amount of one hundred (100) per centum of the actual and reasonable cash expenditures of the Company for extensions, enlargements and additions of the same nature and made under the same conditions as expenditures for which cash deposited with the Authenticating Trustee as a basis

for the certification of bonds hereunder may be withdrawn and paid out to the Company, except that such extensions, enlargements and additions may be subjected to the lien of Underlying Mortgages. All such checks and drafts of the Company for the payment of such moneys shall be signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer; and prior to the presentation thereof to the Authenticating Trustee the Company shall deliver to the Authenticating Trustee (1) certificates of the General Manager and of the Treasurer or an Assistant Treasurer of the Company showing in reasonable detail the existence of all facts in relation to the expenditures of the Company necessary to entitle the Company under the provisions hereof to the withdrawal of such cash, so that the facts stated shall show compliance with all substantive conditions and provisions herein contained, whether affirmative requirements or negative restrictions; (2) the certificate of an accountant approved by the Authenticating Trustee stating that he has verified and finds correct all statements in such certificates contained, and that he is of opinion that the Company is entitled under the provisions hereof to the withdrawal of such cash; and (3) the opinion of counsel hereinabove mentioned. The Authenticating Trustee, however, shall have the right, but shall not be obliged, to require the Company to furnish such further evidence in the premises as the Authenticating Trustee may deem necessary in order to establish the right of the Company to the payment of any such checks or drafts.

(c) In case the proceeds of any property sold or contracted to be sold shall, in accordance with the provisions hereinabove in this section contained, be deposited with the mortgagee or trustee under any Underlying Mortgage, then, and in that case, the Company shall account to the Authenticating Trustee for the disbursement of all such moneys in the same manner as it would have had to account to the Authenticating Trustee for expenditures to be made the basis under the provisions hereinbefore contained of the honouring and payment by the Authenticating Trustee of checks or drafts drawn against such moneys had they been deposited with the Authenticating Trustee hereunder; and no moneys shall be paid by the Authenticating Trustee to the Company under this section until such accounting shall have been completed as to all sums then having been received and deposited with the mortgagee or trustee under any Underlying Mortgage as aforesaid.

(d) In case of exchange or contract to exchange any railway property or property of such nature that bonds could be certified under the provisions hereinbefore contained on account of expenditures for the acquisition thereof, the pro-

perty acquired by the Company in the exchange shall be of such nature, and the circumstances shall be such that were said property acquired by the Company for cash instead of in exchange, the cost thereof would constitute an expenditure for which cash deposited with the Authenticating Trustee as a basis for the certification of bonds hereunder might be withdrawn and paid out to the Company, except that such property may be subjected to the lien of Underlying Mortgages; and on or before the delivery of the release of the property exchanged, or contracted to be exchanged, the Company shall deliver to the Authenticating Trustee (1) certificates of the General Manager and of the Treasurer or an Assistant Treasurer of the Company showing in reasonable detail the existence of all facts in relation to the property acquired necessary to entitle the Company under the provisions hereof to the release of the property exchanged or contracted to be exchanged, so that the facts stated shall show compliance with all substantive conditions and provisions herein contained whether affirmative requirements or negative restrictions; (2) the certificate of an accountant, approved by the Authenticating Trustee, stating that he has verified and finds correct all statements in such certificates contained, and that he is of opinion that the Company is entitled under the provisions hereof to the release of the property exchanged or contracted to be exchanged; (3) the opinion of counsel hereinbefore mentioned; and (4) the copy of resolution and the affidavits or statutory declarations of three persons hereinafter in this section required. The Authenticating Trustee, however, shall have the right, but shall not be obliged, to require the Company to furnish such further evidence in the premises as the Authenticating Trustee may deem necessary in order to establish the right of the Company to the release of the property exchanged or contracted to be exchanged.

(e) Every request of the Company for the release of property under the provisions of this section shall be accompanied by a certified copy of a resolution of the Board of Directors of the Company and by affidavits or statutory declarations of three persons appointed by the Company and approved by the Trustees showing the terms of the sale or exchange of the property to be released, and also showing that, in the opinion of said Board of Directors and the persons so appointed (1) such property to be released is not necessary for the efficient conduct of the business of the Company; (2) the proceeds realized or to be realized from the sale of the property to be released are the full value thereof or the value of the property exchanged or to be exchanged therefor is at least equal to that of the property to be released; and (3) such sale or exchange is not prejudicial to the interests of the Com-

pany or of the holders of the bonds at the time outstanding hereunder,

SECTION 3. In case any part or parts of the property covered hereby or any interest therein shall be taken under any condemnation, eminent domain or expropriation proceedings, the net proceeds of such taking may be deposited with the trustee or mortgagee under an Underlying Mortgage if it shall so require, the Company hereby agreeing that upon the satisfaction or release of such Underlying Mortgage any of such net proceeds of any such taking remaining in the possession or control of such mortgagee or trustee shall be forthwith deposited with the Authenticating Trustee, to be held and applied by it pursuant to the provisions of this section: otherwise the net proceeds of such taking shall be paid direct to the Authenticating Trustee, and, if the same shall in any manner have been paid to the Company, the Company shall forthwith, upon receipt of the same, pay the same over to the Authenticating Trustee, and in either such case the money so held by the Authenticating Trustee, but not including the proceeds of any such taking of the whole, or substantially the whole, or the principal part, of the Company's railway properties covered hereby, shall be included in the phrase "release moneys" wherever herein used, and such moneys shall be paid out by the Authenticating Trustee to the Company in the same manner as though realized from the sale and release of such property under the provisions hereinbefore in this article contained. The Company shall account to the Authenticating Trustee for the disbursement of all such moneys deposited with the trustee or mortgagee under an Underlying Mortgage in the same manner as it is hereinbefore required to account for released moneys so deposited; and no moneys shall be paid by the Authenticating Trustee to the Company under this article while any such accounting remains uncompleted.

In case under the provisions of any franchises or of any contract in the nature of a franchise with any municipal body, the property of the Company other than its property in the city of Montreal as constituted in 1892 is purchased, the proceeds of such purchase, but not the proceeds of any purchase of the property of the Company in the City of Montreal as constituted in 1892, shall likewise be included in the phrase "release moneys" wherever herein used, and such moneys shall likewise be paid out by the Authenticating Trustee to the Company in the same manner as though realized from the sale and release of such property under the provisions hereinbefore in this article contained.

The Company covenants that in case all or the principal part of its railway property in the city of Montreal as constituted in 1892 is purchased by the City of Montreal under

the terms of any franchise or contract reserving to the City the right so to purchase, the proceeds of such purchase shall be deposited with the Authenticating Trustee and shall not be paid out on account of any expenditures, but shall be devoted only to the call of the bonds secured hereby in the manner hereinbefore provided therefor.

SECTION 4. In favor of every purchaser from the Company and of every person claiming any interest therein by, through or under the Company, every release of property from the lien of these presents by the Trustees purporting to have been made under the provisions of this article shall be valid, and no such purchaser or person need inquire as to the power or authority of the Trustees to give any such release.

SECTION 5. The foregoing provisions in this article contained shall, as to railway properties, permit and authorize only substitutions of other physical properties and sales for cash; and no substitution of or payment in securities, whether the stock or bonds of a purchasing corporation or otherwise, shall in any event be permitted as to any railway property or properties of such nature that bonds could be certified under the provisions hereinbefore contained on account of expenditures for the acquisition thereof

ARTICLE VI.

IMPROVEMENT FUND.

The Company covenants that it will during the calendar year 1912 and during each subsequent calendar year up to and including the calendar year 1921 expend the sum of twenty-five thousand (25,000) dollars for extensions, enlargements and additions of the same nature and made under the same conditions as expenditures for which cash deposited with the Authenticating Trustee as a basis for the certification of bonds hereunder may be withdrawn and paid out to the Company, and such expenditures shall not be used as a basis for the certification of any bonds hereunder or as a basis for the release of any property from the lien hereof or as a basis for the payment by the Authenticating Trustee to the Company of any release or insurance moneys or of any moneys deposited against the certification of bonds hereunder. The Company may in any year expend more than twenty-five thousand (25,000) dollars in the manner in this article provided, and the excess so expended shall be credited to the expenditures required to be made in any subsequent year designated by the Company.

Proof of compliance with this article shall be made by the Company within sixty (60) days of the expiration of each

calendar year by the deposit with the Authenticating Trustee of (1) a certified copy of a resolution of the Board of Directors of the Company stating the amount of such expenditures and that the same have been made in compliance with the provisions applicable thereto, (2) certificates of the General Manager and of the Treasurer or an Assistant Treasurer of the Company, showing in reasonable detail the amount of such expenditures and the existence of all such facts in relation to said expenditures as are essential to compliance with the provisions of this article, so that the facts stated therein shall show compliance with all substantive conditions and provisions applicable thereto, whether affirmative requirements or negative restrictions; (3) the certificate of an accountant approved by the Authenticating Trustee, stating that he has verified and finds correct all statements in such certificates contained, and that he is of opinion that the Company has spent the sum therein named in compliance with the provisions of this article; and (4) the opinion of counsel hereinbefore mentioned.

ARTICLE VII.

TRANSFER OF COUPONS AND OF BONDS.

The coupons to be secured hereby are transferable by delivery and, when paid, shall be cancelled; and after any default in the payment of any coupon or coupons no coupon due at the time of such default or which shall mature during the continuance of such default shall be secured hereby or embraced within the trusts hereof or be assignable unless accompanied by the bond to which it was originally attached, except subject to prior payment in full of the principal of all bonds and of all other coupons secured hereby.

Unregistered coupon bonds and coupon bonds registered to bearer shall be transferable by delivery, and coupon bonds registered other than to bearer shall be transferable as to principal only upon the books of the Company by the registered owner or his duly authorized attorney. Any payment made in good faith on account of principal to the registered holder of a bond shall discharge the Company to the extent of the payment so made.

The Authenticating Trustee shall certify the bonds secured hereby in accordance with the terms of the said bonds and of these presents.

The Company shall cause its books to be kept for the regis-

tration of bonds at the offices of National Trust Company, Limited, Trustee, in Montreal, or its successor as Trustee, of Harris Trust and Savings Bank, Trustee, or its successor as Trustee, of Harris, Forbes & Company, or its successor, and at the Company's agency at London, England and the Company hereby specifically authorises and empowers each of the Trustees and Harris, Forbes & Company or its successor to act as registrar of the bonds secured hereby, and covenants to establish and maintain its agency in London.

ARTICLE VIII.

PROVISIONS FOR DEFAULT

If default shall be made by the Company in the payment of any bond or coupon or of any sums that may be due the Trustees hereunder, or in the performance of any covenant or condition whatsoever of these presents or of any instrument supplemental hereto executed by the Company, or of the Underlying Bonds or of the Underlying Mortgages, and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given by either of the Trustees to the Company, or without such sixty (60) days' delay in case, (w) of default in payment of the principal of the bonds secured hereby, or in case, (x) of any default under the section hereinbefore contained regarding receiverships, the issue of executions, insolvency and other matters, or in case, (y) of a default which, if continued, will or may cause the loss by the Company of any of its licenses, rights, privileges, franchises or contracts which are necessary to enable it to operate and maintain as constructed any substantial portion of its railway system, or in case, (z) the Company shall waive such sixty (60) days' delay, then, and upon the happening of any of the above contingencies, (a) the Company covenants to pay to the Authenticating Trustee upon demand the aggregate par value of all the bonds then outstanding hereunder with interest thereon to the date of such payment and a premium of five (5) per centum of such par value as well as all costs, charges, expenses and disbursements incurred hereunder or by authority hereof, which moneys so paid to the Authenticating Trustee shall be by it applied in the manner hereinafter provided for the disposition of the proceeds of any sale of the Mortgaged estates: and (b) the Trustees may do any one or more or all of the following things and if specifically requested in writing by the holders of one-

half ($\frac{1}{2}$) in amount of the bonds secured hereby and indemnified to their reasonable satisfaction the Trustees shall take the steps and do the things set forth in sub-divisions (1) and (2) of this article and shall also, if so requested and indemnified, proceed to the foreclosure of the lien of these presents. The Trustees shall in all cases, whether acting upon their own motion or upon such request, have the right to determine which of the methods of foreclosure hereinafter set forth, other than as above provided as to said sub-divisions numbered (1) and (2) they shall adopt and their decision upon this subject shall be conclusive.

(1) The Trustees may declare the principal of all the bonds to be immediately due and payable.

(2) The Trustees, or either of them, may revoke all assignments, orders, proxies or other instruments by them or either of them executed, enabling the Company to vote or otherwise receive any benefit from any property covered hereby and during the continuance of such default the Trustees shall retain all sums paid to them upon such property, and the Trustees, or either of them, may vote upon all shares of stock and enforce all obligations covered hereby, and otherwise act for the benefit of bondholders as the absolute owner of the property covered hereby.

(3) The Trustees, or either of them, may enter upon the property covered hereby and exclude the Company therefrom and have, hold and use the same as the Company could if these presents had not been executed, applying the income of the property after the payment and discharge of all expenses and liabilities incident to the conduct of the business and of compensation to the Trustees as follows:

First: To the payment of the accrued interest on the bonds and to such other payments as may then be due.

Second: To hold the surplus as part of the property covered hereby.

(4) The Trustees, or either of them, may after entry upon all or any part of the property covered hereby, as aforesaid, or without entry, sell, or cause to be sold to the highest bidder or bidders, all and singular the property then covered hereby. Such sale shall be made at public auction at such place in the city of Montreal, in the Province of Quebec, Canada (unless the sale be required by law to be held at some other place or places), at such day and upon such terms at the Trustees, or either of them, may determine and as shall be specified in the notice of such sale, which notice shall be given by publication at least twice in each calendar week for five (5) succes-

sive calendar weeks next prior to the date of such sale in newspapers of general circulation published respectively in the cities of Montreal, Canada, New York, New York, Chicago, Illinois, and London, England. The Trustees or either of them may adjourn any sale to be made hereunder as often as they may desire by announcement at the time and place appointed for such sale or any adjourned sale, and without further notice or publication the Trustees, or either of them, may make such sale at the time and place to which the same shall have been so adjourned.

Upon the completion of any sale hereunder, whether under the foregoing power or pursuant to judicial or executive process or otherwise, the Trustees shall convey, transfer and deliver to the accepted purchaser the property sold and the Trustees and each of them are hereby appointed the true and lawful attorneys, agents and mandataries, irrevocable, of the Company, in its name and stead to make all necessary deeds, assignments and transfer of the property thus sold and to execute and deliver to such purchaser a full transfer of all policies of insurance upon the property thus sold, whether standing in the name of the Company or in the name of the Trustees and to transfer, deliver and pay over to such purchaser the insurance fund if any, herein above mentioned, with all securities therein; and the Trustees or either of them may substitute any one or more persons with like power, the Company hereby ratifying and confirming all that the Trustees or either of them or their substitute or substitutes may do by virtue or in pursuance hereof. The Company hereby covenants, upon request of the Trustees, or either of them, or of such purchaser, to execute, acknowledge and deliver confirmations of such instruments, or any of them. As affecting the title to any property purchased at any sale of the mortgaged estate the statements set forth in any affidavit or statutory declaration of the President or a Vice-President, or the Treasurer or an Assistant-Treasurer or the Secretary or an Assistant Secretary of either of the Trustees and appended to the deed of conveyance or executed subsequently and with reference thereto, shall not be open to dispute by any party but shall conclusively be deemed to be true.

The purchase money or proceeds of any sale of the mortgaged estate, whether made under the power of sale hereby granted or pursuant to judicial or executive process or otherwise, shall be paid over to and received by the Authenticating Trustee and together with any sums which may then be held by the Trustees, or either of them, under any of the provisions of these presents (which moneys, if held by the

Depository Trustee, shall be paid over for this purpose to the Authenticating Trustee) shall be applied as follows:

(a) To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents, attorneys and counsel and of all expenses, liabilities and advances made or incurred by the Trustees hereunder.

(b) To the payment of the whole amount then owing or unpaid upon the bonds secured hereby for principal and interest, including interest on principal after maturity, with interest at the rate of six (6) per centum per annum upon all overdue instalments of interest plus a premium of five (5) per centum on principal hereinbefore provided for; and in case such proceeds shall be insufficient to pay in full the amount so due and unpaid upon the said bonds, then rateably to the payment of such principal and interest without preference or priority of principal over interest or of interest over principal or of any one instalment of interest over any other instalment of interest.

(c) The surplus remaining shall be paid over to the Company its successors or assigns, or to whosoever shall be lawfully entitled to receive the same.

(5) The Trustees or either of them, may bring a suit, or suits, for the full amount due to the bondholders on the bonds issued hereunder and for the full amount due to the Trustees under the provisions hereof.

(6) The Trustees, or either of them, may proceed to protect and enforce their rights and the rights of the bondholders hereunder by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power or for the foreclosure of the lien of these presents for interest or principal or both or for the enforcement of such other appropriate legal or equitable remedy as the Trustees, or either of them, being advised by counsel shall deem the most effectual to protect their rights and those of the bondholders hereunder.

(7) The Trustees, or either of them, may have a receiver or a sequestrator, as an incident of any of the foregoing or independently, appointed upon forty-eight (48) hours' notice the Company hereby waiving further notice and agreeing that a receiver or sequestrator may be appointed in the event of default, not as a matter of penalty but as a matter of contract and as a part of the consideration for and the security of these presents.

(8) The Trustees, or either of them, may take any other action at law or in equity which they deem desirable to foreclose or otherwise enforce the lien hereof.

The remedies aforesaid are cumulative. The exercise by the Trustees, or either of them, of any of the above remedies shall not in any manner whatsoever deprive the Trustees, or either of them, or any holder or holders of the bonds issued hereunder, of any other remedies in law or in equity not inconsistent with the provisions hereof.

The foregoing provisions for default are however subject to the condition that if at any time after such default in the payment of interest all arrears of interest shall be paid by the Company or received by the Trustees, or either of them, from the property covered hereby before any sale of the property shall have been made, or if any default in the observance or performance of any covenant or condition herein not relating to the payment of interest shall before any such sale be made good or adequate satisfaction in the opinion of the Trustees made therefor then the Trustees may, and in every such case upon the written request of the holders of a majority in interest of the bonds secured hereby then outstanding the Trustees shall, waive such default, except a default in the payment of principal at maturity, and its consequences, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon. In case the Trustees, or either of them, shall have declared the principal of all the bonds immediately due and payable, and if thereafter waiver shall have been made, as aforesaid, of the default on account of which such declaration shall have been made, then and in such case the Trustees shall formally rescind such declaration. Such rescission shall not operate in any manner to prevent any subsequent similar declaration.

In case the Trustees, or either of them, shall have proceeded to enforce any right under these presents by foreclosure or otherwise and such proceedings shall have been discontinued or abandoned because of such waiver or for any other reason or shall have been determined adversely to the Trustees, then and in every such case the Company and the Trustees shall be restored to their former positions and rights hereunder in respect of the property covered hereby and all rights and powers of the Trustees hereunder shall continue as though no such proceeding had been taken. No delays or omissions of the Trustees or of any holder of the bonds issued hereunder to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver of any such default or of any subsequent default, or acquiescence therein; and every power and remedy given hereunder to the Trustees or to the bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustees or by the bondholders.

No holder of any bond or coupon secured hereby shall have any right to institute any action, suit or proceeding upon such bonds or coupons or for the purpose of bringing the property covered hereby to sale or for the execution of any trust or power hereunder or for the appointment of a liquidator receiver or sequestrator, or to have the Company wound up, or for any other remedy hereunder, without first having requested the Trustees to proceed and offered to the Trustees adequate security and indemnity against the costs, expenses and liabilities which might be incurred by the Trustees in exercising any of the remedies herein provided, and then only upon the refusal of the Trustees to comply with such request.

The Trustees shall not be bound to recognize any person as the holder of any of said bonds or to take any action at his request unless furnished with adequate security and indemnity against the expenses and liabilities to be incurred and unless such bond or bonds are submitted to the Trustees for inspection, and the Trustees may, if they so desire, require the bond or bonds so submitted to be deposited with and retained by them until they shall have completed action hereunder.

ARTICLE IX.

PROVISIONS RELATING TO SALE

In case of any sale of the property covered hereby, whether made under the foregoing provisions relating to default or otherwise to enforce the lien hereof,

(a) The principal of all bonds secured hereby shall forthwith become immediately due and payable;

(b) The Company waives the benefit of any and all stay, valuation, appraisal and exemption laws, and all right of redemption;

(c) The purchaser may make payment therefor in bonds or coupons secured hereby in a sum equal to that which would be payable on such bonds and coupons out of the net proceeds of such sale if made for money;

(d) The receipt of the Trustees for the purchase money shall be a sufficient discharge to any purchaser, and no such purchaser shall be bound to see to the application of such purchase money for or upon any trust created by these presents or otherwise, nor shall such purchaser be in any manner answerable for any loss, misapplication or non-application of such purchase money or be bound to inquire as to the

authorization, necessity, expediency, or regularity of any such sale;

(e) The Trustees, or either of them, or any bondholder or bondholders, either alone or associated with one another or with the Trustees or either of them, may bid for and purchase the property offered for sale or cause the same to be purchased in their behalf, and may make payment therefor in bonds or coupons secured hereby as aforesaid;

(f) The property of the Company shall be sold as a unit unless in the opinion of the Trustees or of their counsel such sale is prevented by law.

ARTICLE X.

AGREEMENT FOR DEFICIENCY JUDGMENT.

IMMUNITY OF INDIVIDUALS.

The Company consents that, in case of any foreclosure proceedings or other proceedings to enforce the security hereby created, judgment may be rendered against it in favor of the bondholders hereunder or in favor of the Trustees or either of them as trustees or trustee of an express trust for the bondholders hereunder for any amount which may remain due in respect of the bonds secured hereby and the interest thereon, after the application to the payment thereof of the proceeds of any sale of the property covered hereby.

Neither the Trustees nor any bondholder hereunder shall under any circumstances have recourse or cause or willingly permit the recourse to be had to any personal, statutory or other liability of any shareholder, director or officer of the Company, but they, said Trustees and bondholders, shall look for the payment of the bonds and coupons secured hereby, and for the performance of the covenants herein contained, solely to the corporate assets and franchises of the Company, and such assets shall not embrace any claim which might, but for this provision, be enforceable either by creditors of the Company, by a receiver, by the Company itself, or in any way whatever against any person by reason of his being a shareholder, director or officer of the Company, under any statute or other law now or hereafter in force, or against any shareholder by reason of any insufficiency or insufficiencies in the payment of the capital stock of the Company; but nothing herein contained or in said bonds contained shall be taken to prevent recourse to and the enforcement of the

liability of any shareholder for uncalled capital, or the liability of any shareholder upon unsatisfied calls.

ARTICLE XI

CONCERNING THE BONDHOLDERS

Any request or other instrument required by these presents to be signed or executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be signed or executed by the bondholders in person or by agent or attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of bonds transferable by delivery, shall be sufficient for any purpose of these presents, and shall be conclusive in favor of the Trustees with regard to any action taken by them under such request or other instrument, if made in the following manner, namely:

(1) The fact and date of the execution by any person of any such request, writing, or other instrument may be proved by the certificate of any notary public or of any other officer authorized to take acknowledgements of deeds to be recorded in any state within the United States, or in any province, county or other district of the Dominion of Canada or of the United Kingdom of Great Britain and Ireland, certifying that the person signing such request or other instrument acknowledged to him the execution thereof, or by such certificate of any consular officer of the United States or of the United Kingdom of Great Britain and Ireland, or by the statutory declaration or affidavit of a witness of such execution duly sworn or declared to before any such notary public or other officer or before any commissioner for receiving affidavits for use in any court of record.

(2) The amounts and numbers of bonds transferable by delivery held by any person executing any such request or other instrument as a bondholder, and the date of his holding the same, may be proved by sworn certificate or statutory declaration executed by any duly authorized officer of any trust company, bank or other depository (wherever situated), which certificate may be deemed by the Trustees to be satisfactory, showing that such person had on deposit with such depository or exhibited to it bonds described in such certificate at the date therein mentioned.

The ownership of bonds registered as to principal shall be proved by the books of registration of such bonds.

The Company or the Trustees, or either of them, in its or their discretion, may deem and treat the bearer of any bond hereby secured, which shall not at the time be registered other than to bearer, and the bearer of any coupon appertaining to any bond, whether such bond be registered or not, as the absolute owner of such bond or coupon for the purpose of receiving the payment thereof, and for all other purposes whatsoever, except so far as it is hereinabove provided to the contrary concerning coupons, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

ARTICLE XII

BONDHOLDERS' MEETING

SECTION 1. The Trustees or the holders of not less than one-tenth in amount of the bonds then outstanding hereunder may at any time by an instrument in writing call a meeting of the bondholders hereunder. Such call shall specify the place, day, hour and purposes of the meeting, the place to be in Montreal, Canada, or in Chicago, Illinois, or in New York, New York, or in London, England. The call if signed by bondholders shall be delivered to the Authenticating Trustee.

SECTION 2. Notice of said meeting shall be published by the Trustees at least once a week for not less than five successive weeks in newspapers of general circulation published respectively in Montreal, Canada, Chicago, Illinois, Boston, Massachusetts, New York, New York, and London, England, the first publication in each newspaper to be not less than forty days and not more than sixty days prior to the day fixed for the meeting; and the Trustees shall not less than forty days and not more than sixty days prior to the day fixed for the meeting mail notice thereof to the Company and to all the registered holders of bonds then outstanding hereunder at their respective registered addresses. Such notices so published and mailed shall specify the place, day, hour and purposes of the meeting and either the published or the mailed notices or both may be accompanied by such circular explanatory of the purposes of the meeting and of the method of voting at and conducting the same as may be deemed advisable by the Trustees. The receipt of the notice mailed as herein required shall not be the essential to the validity

thereof and a certificate of either of the Trustees to the effect that the meeting has been called and notice thereof given as herein required shall be conclusive as against all parties, and it shall not be open to any person to show that he failed to receive notice of any such meeting.

SECTION 3. Any bondholder may before a meeting deliver his bonds to either of the Trustees or any agency designated by either of the Trustees, and shall upon such deposit receive a receipt for the bonds so deposited. The Trustees shall prepare and deliver to the temporary chairman of the meeting a list of the names of registered bondholders and of bondholders who have so deposited their bonds together with the amount held and deposited by each, and no bondholder shall be entitled to vote at the meeting unless his name appears upon such list or unless he shall present his bond or bonds upon which he desires to vote at the meeting, and no bondholder shall be permitted to vote upon a larger amount of bonds that is set against his name on such list unless he shall produce the bonds upon which he desires to vote or receipts for the same issued as above provided. Any bondholder who is thus entitled to vote may vote by proxy duly constituted in writing and presented at the meeting, whether or not the holder of such proxy be likewise a bondholder.

The Authenticating Trustee shall by an instrument in writing appoint the temporary chairman of the meeting. A representation of one half in amount of the bonds then outstanding hereunder shall be necessary to constitute a quorum at such meeting, but less than a quorum may adjourn the meeting from time to time or to some other place, and the meeting may be held as adjourned without further notice whether such adjournment shall have been had by a quorum or by less than a quorum. The meeting shall organize by the election of a permanent chairman and a secretary. Votes upon questions to consider which the meeting was called shall be by ballot, and upon such ballot each bondholder shall be entitled to votes to an amount equivalent to the aggregate par value of the bonds held by him. Matters incident to the organization of the meeting may be voted upon by voice or by show of hands. Subject to the foregoing specific provisions the meeting may determine the method of the conduct thereof, and may make rules for the same.

A record of the proceedings of the meeting signed by the temporary chairman and by the secretary thereof and deposited with the Authenticating Trustee shall be conclusive of the action taken thereat, and no action of the meeting shall be effective until the deposit as aforesaid of such record.

SECTION 4. A meeting of the bondholders shall have power by vote of a majority in amount of the bonds repres-

ented thereat to make any demand or waiver or take any other action or proceeding herein specifically authorized to be taken by the bondholders or by any proportion of the bondholders; and in any case where the bondholders are authorized to take any such action by written instrument or instruments, such action may be taken by a vote so passed in lieu of such written instrument or instruments.

ARTICLE XIII.

CONCERNING THE TRUSTEES.

SECTION 1. The Trustees hereby accept the trusts imposed upon them by these presents, but only upon and subject to the following express terms and conditions:

(a) Each Trustee may execute any of the trusts or powers imposed or conferred on it by these presents, and perform any duties required of it, by or through its attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof, and the Company covenants and agrees to repay upon demand all such outlays and expenditures so incurred.

(b) Neither of the Trustees shall be responsible for any recitals herein or in said bonds contained, or for the insuring or reinsuring of any of the properties covered hereby, or for the existence or amount of any insurance fund, or for the collecting of any insurance moneys, or for the validity or authorization of these presents, or as to the lien created hereby or as to the making, executing, recording, rerecording, registration, filing or renewal hereof, or as to the amount or adequacy as security of the property covered hereby, or as to the title thereto, or as to the transfer to the Trustees of property acquired by the Company subsequently to the date hereof, or for the payment of taxes, charges, assessments or liens upon the property covered hereby or otherwise as to the maintenance of the security hereof; and neither of the Trustees shall be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company; but each of the Trustees may require of the Company full information and advice as to the performance of the covenants, conditions and agree-

ments aforesaid and as to the condition of the mortgaged property.

(c) Each of the Trustees shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, statutory declaration, opinion, letter, telegram or other paper or document believed to be genuine and correct and to have been signed and sent by the proper person or persons, and neither of the Trustees shall be bound to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with the Authenticating Trustee.

(d) Neither of the Trustees shall be compelled to do any act hereunder or to defend any suit in respect hereof unless put in funds for the purpose and indemnified to its satisfaction against loss, cost, liability and expense.

(e) As to the existence or non-existence of any fact, each of the Trustees shall be entitled to rely upon a certificate of the Company signed by its President or one of its Vice-Presidents or by its General Manager as sufficient evidence of the facts therein contained, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but it may in its discretion, at the expense of the Company, in every case secure such further evidence as it may think necessary or advisable, but shall in no case be bound to secure or act upon the same. Each of the Trustees may in relation to these presents act upon the opinion or advice of any attorney, valuer, surveyor, engineer, accountant or other expert, whether retained by such Trustee, the Company, or otherwise, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such opinion or advice.

(f) In any case where either Trustee is directed or authorized to act upon the affidavit, statutory declaration, certificate or other statement of the General Manager of the Company, such Trustee may in its discretion, if the General Manager is absent or incapacitated, accept the affidavit, statutory declaration or other statement of the Assistant General Manager or other executive officer of the Company, in lieu of that of the General Manager.

(g) Neither of the Trustees shall be liable for any action taken by it in good faith and believed by it to be within the discretion or power conferred upon it by these presents or be responsible for the consequences of any oversight or error of judgment on its part, and each Trustee shall be answerable only for its own acts, receipts, neglect and defaults, and not one for the other, and not for those of any person employed and selected with reasonable care, nor for any loss unless the same shall happen through its own wilful default.

(h) Neither of the Trustees shall be required to take notice or be deemed to have notice of any default hereunder unless specifically notified in writing of such default, and all notices or other instruments required by these presents to be delivered to either of the Trustees must, in order to be effective, be delivered at the office of such Trustee.

(i) Neither of the Trustees shall be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or non-fulfilment of contracts during any period in which the Trustees, or either of them, may be in the possession of or manage the property as in these presents provided.

(j) At any and all reasonable times each of the Trustees, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all the property covered hereby, including all books, papers and contracts of the Company, and to take such memoranda from and in regard thereto as may be desired.

(k) Neither of the Trustees shall be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Nor shall either of the Trustees in respect to any matter or thing hereunder act separately, where required to act together.

(m) The Trustees shall not, nor shall either of them, be precluded from underwriting or guaranteeing the subscription of or subscribing for the bonds hereby secured, or any part thereof, for a commission or other remuneration, or from holding or dealing in the same, or otherwise contracting or entering into or being interested in any financial or other transactions with the Company, and they shall not be accountable either to the Company or the bondholders for any profits made by them in relation thereto.

(n) Wherever in these presents any act or thing is required to be done by, or any power, discretion or duty is cast upon, the Authenticating Trustee, there shall be no duty or liability upon the Depositary Trustee to see to the doing of any such act or thing, or the due exercise or performance of any such power, discretion or duty, and the Authenticating Trustee alone shall be responsible in connection therewith.

(o) Nothing herein contained shall be held or deemed to entitle the Depositary Trustee to require the proceeds of issue of any of the bonds to be paid to it, or to its account, or to be put under its control, nor to oblige it to see to the application by the Company of any such proceeds of issue, nor to impose upon it any liability for the mis-application or non-application thereof by the Company, nor shall the Authen-

ticating Trustee be under any such duty or liability except as is hereinabove specifically set forth.

(p) The Trustees shall not, nor shall their agents or attorneys, be liable by reason of any entry into possession of the mortgaged premises, or any part thereof, to account as mortgagee or mortgagees in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession might be liable.

The foregoing provisions in this section contained are intended only for the protection of the Trustees, and shall not be taken to limit or affect any discretion or power given to the Trustees hereunder.

SECTION 2. The Trustees shall have a first lien hereunder upon the property covered hereby for their reasonable compensation, expenses, advances and counsel fees incurred in and by the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustees hereunder and for the cost and expense of defending against any liability in the premises of any nature whatsoever, and for all sums whatsoever payable by the Company to the Trustees or to either of them; and the Company hereby covenants and agrees to pay to the Trustees upon demand from time to time, reasonable compensation for their services in the premises as well as all advances, counsel fees and other expenses reasonably made or incurred in and by the execution of the trusts hereby created, including specifically, but without limitation of the generality of the foregoing language, all expenses incurred (if the same should in any event be paid by the Trustees or either of them) in securing the services of any expert, counsel or other person under or pursuant to any of the provisions hereof or independently of the provisions hereof, but in connection with the performance of the duties of the Trustees hereunder.

SECTION 3. Either or both of the Trustees may at any time resign from the trust hereby created by giving thirty (30) days' written notice to the Company and to the other Trustee, and such resignation shall not take effect prior to the end of said thirty (30) days. Such notice may be served upon any officer or director of the corporation upon which it is desired to render service, or may be sent by registered mail to such corporation.

SECTION 4. Either or both of the Trustees may be removed at any time by an instrument or concurrent instruments in writing, delivered to both of the Trustees and to the Company, and signed by the holders of a majority in amount of the bonds hereby secured and then outstanding.

SECTION 5. In case the Depositary Trustee shall at any time resign or be removed or be dissolved or otherwise become incapable of acting hereunder, the Authenticating Trustee, if there then be two trustees hereunder, may by an instrument in writing, signed by its President or Vice-President, and attested by its Secretary or Assistant-Secretary, and under its corporate seal, appoint a successor Trustee to fill such vacancy. Pending such appointment, or permanently, in case no such appointment is made, the Authenticating Trustee shall have and exercise all the estates, rights, powers, privileges and duties of the Depositary Trustee.

SECTION 6. In case the Authenticating Trustee shall at any time resign, it may, by and in the instrument of resignation, appoint a successor as Authenticating Trustee hereunder to fill the vacancy caused by its resignation, and such appointment shall take effect at the same time that the resignation shall take effect. The instrument of resignation and appointment shall be signed by the President or Vice-President and attested by the Secretary or Assistant Secretary, and be under the corporate seal of the resigning and appointing Authenticating Trustee.

SECTION 7. If the Authenticating Trustee shall at any time resign or be removed or be dissolved or otherwise become incapable of acting hereunder, and shall not have appointed its successor in the manner hereinbefore provided therefor, then and in such case the Depositary Trustee shall at once be and become the sole Trustee hereunder, and have and exercise all the estate, rights, powers, privileges and duties by these presents vested in and imposed upon the Trustees or either of them, including the rights, powers, privileges and duties of the Authenticating Trustee in respect of the certification and registration of bonds hereby secured, and the custody of any of the property covered hereby, in the power to appoint its successor as Trustee, and in all other matters wherein the Authenticating Trustee is empowered to act hereunder.

SECTION 8. In case either Trustee shall have become sole Trustee hereunder, and shall thereafter resign or be removed or be dissolved or otherwise become incapable of acting hereunder, and shall not have appointed its successor as herein authorized, a successor may be appointed by the holders of a majority in amount of the bonds hereby secured and then outstanding by an instrument or concurrent instruments in writing, signed by such holders or by their attorneys-in-fact, duly authorized.

SECTION 9. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor,

and also to the Company, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor, shall, nevertheless, on the written request of the Company, or of the successor Trustee, execute and deliver a transfer to such successor Trustee of all the estate, properties, rights, powers and trusts of such predecessor hereunder, and shall duly assign, transfer and deliver all property and moneys held by it to its successor, all by such instruments and acts as such successor Trustee shall deem proper. Should any deed, conveyance or instrument in writing from the Company be required by any successor Trustee for more fully and certainly vesting in such Trustee the estates, rights, powers and duties hereby vested in the Trustees, or either of them, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor Trustee hereunder, together with all deeds, conveyances and other instruments provided for in this article, shall, at the expense of the Company, be forthwith filed, registered and recorded in the manner prescribed by the Trustees.

SECTION 10. The Depositary Trustee is hereby constituted and appointed the agent, attorney and mandatary of the holders of the bonds and coupons issued and to be issued hereunder for the purpose of making any affidavits or statutory declarations or of taking any other steps necessary or proper, under any present or future law, in order to preserve the full lien and priority of these presents, but said Trustee is not required to act as such agent, attorney or mandatary unless requested so to do in writing by the holders of one-fourth ($\frac{1}{4}$) in amount of the bonds secured hereby, and indemnified to its satisfaction for any possible cost, expense, counsel fees, charge or liability because of such action; and any affidavit or statutory declaration made or other step taken by it shall be deemed and taken to be on behalf of and the act of the several and respective holders, for the time being of all of said bonds and coupons, and for their use and benefit whether so expressed or not.

SECTION 11. The word "Trustees" wherever used in these presents shall be taken to apply to the Trustees hereunder for the time being, the words "Authenticating Trustee" wherever used herein shall be taken to apply to the Authenticating Trustee hereunder for the time being, and the words .

"Depositary Trustee" wherever used herein shall be taken to apply to the Depositary Trustee hereunder for the time being, but, in case there shall at any time be but one Trustee hereunder, the words "Authenticating Trustee," the words "Depositary Trustee," and the words "Trustees" shall be taken to apply to such sole Trustee.

SECTION 12. All principal and interest moneys in the hands of either of the Trustees hereunder or in the hands of any agency for the payment of principal and interest hereunder shall be held as a special Deposit. All other moneys from time to time in either of the Trustees hereunder shall, if so requested by the Company, be held as a Special Deposit, but except in the case of such request all such moneys shall be deposited by such Trustee in its Banking Department to the credit of the Trustees hereunder, or to the credit of either of the Trustees hereunder, and shall draw interest at the current rate paid by such Trustee upon funds held by it on deposit in such Department.

ARTICLE XIV.

DISCHARGE.

These presents shall become void

(a) If the Company shall call at the price hereinbefore fixed therefor all the bonds then outstanding hereunder, giving notice thereof as hereinbefore provided, and shall provide payment therefor in full in the manner hereinbefore fixed, and in such case as of the date fixed for payment in the call; or

(b) If the Company shall well and truly pay and discharge at the maturity thereof the principal and interest of all bonds then outstanding hereunder in the manner therein and herein provided therefor, and in such case as of the date of the maturity aforesaid; or

(c) If the Company shall at any time pay to the Authenticating Trustee such a sum of money as shall, in addition to any other moneys then in the hands of the Trustees and applicable to that purpose, be sufficient to pay all the bonds then outstanding hereunder and interest thereon to maturity or sufficient to make such payment on all such bonds as the Company shall not have delivered, cancelled, to the Authenticating Trustee, and in such case as of the date of maturity aforesaid; or

(d) If the Company shall at any time deliver to the Authenticating Trustee, cancelled, all bonds and coupons then outstanding hereunder, and in such case forthwith;

(e) But only if in each and every such case the Company shall have paid to the Trustees any and all sums due to the Trustees under the provisions of these presents:

and then and in each and every such case, the estate, right and title of the Trustees hereby created shall utterly cease and determine, and if the Company shall so request, the Trustees shall on the dates respectively above set forth execute to the Company a good and sufficient release and discharge in law of these presents and of the lien hereby created, and shall restore and surrender to the Company possession of any property of which they shall have taken possession and which they shall not have sold under and by virtue of these presents; but otherwise and until such payment and performance, these presents shall be and remain in full force and effect.

I

LANDS AND BUILDINGS

The following lots of land, with the power houses, transformer stations, car erecting shops, repair shops, car barns, offices or other buildings situate thereon.

Property formerly owned by the Montreal Street Railway Company.

COTÉ STREET CAR BARNs AND DEPOT.

(1) A lot of land situate in the City of Montreal at the corner of Coté and Vitré Streets, being lot number seven hundred and seventy-nine (No. 779) on the official plan of St. Lawrence Ward in the said city of Montreal.

(2) Lot number seven hundred and seventy-seven (No. 777) on the said Official Plan of said Ward.

(3) Lot number seven hundred and seventy-eight (No. 778) on the said Official Plan of said Ward.

(4) All the Vendors' right, title and interest in and to a certain strip of land forming a lane situate in the St. Lawrence Ward, of the said City of Montreal, and contained within

the following boundaries, viz.: at one end toward the North-West by Vitre Street, at the other end towards the South-East by a prolongation of the North-Western side line of the lot known by the number seven hundred and eighty-three, on the Official plan and Book of Reference of said Ward, on one side to the North-East by lots numbers seven hundred and seventy-nine, seven hundred and eighty, seven hundred and eighty-one, and seven hundred and eighty-two, on said Plan, and on the other side to the South-West by lots numbers seven hundred and seventy-six, seven hundred and seventy-seven, and seven hundred and seventy-eight, on said Plan, containing a uniform width of fifteen feet by all the depth there may be between said Vitre Street and the prolongation of said side line of said lot number seven hundred and eighty-three.

(5) a. That certain lot of land being lot number seven hundred and eighty-two (782) on the Official Plan and Book of Reference of the St. Lawrence Ward, in the City of Montreal, with the building thereon erected.

b. The North-West half of the lane of twelve feet in width extending from Coté Street to a lane in rear, and being part of lot number seven hundred and eighty-three of the Official Plan and Book of Reference of said St. Lawrence Ward; the said lane being bounded in front by Coté Street, on one side by the property lastly above described, and on the other side by another portion of said lot seven hundred and eighty-three sold by the Equity Real Estate Company to F. X. Robert, subject to such rights of way as the latter or his representatives may have therein.

(6) a. That certain lot of land known on the Official Plan and Book of Reference of the St. Lawrence Ward, of the said City of Montreal, by the number seven hundred and eighty.

b. That certain lot of land contiguous thereto and known on said Official Plan and Book of reference by the number seven hundred and eighty-one.

MULLINS STREET PROPERTY.

(1) Lots subdivision numbers eight and nine (Nos. 8 and 9) of lot number eight hundred and nine (No. 809) on the Official Plan of St. Ann's ward, City of Montreal.

(2) a. A lot of land situated in the St. Ann's Ward of the City of Montreal, known and designated as lot number eight hundred and ten (810) on the Official Plan and in the Book of Reference of the said Ward.

b. A piece of land forming part of the lot of land known and designated as lot number eight hundred and twelve

(812) on the Official Plan and in the Book of Reference of the said St. Ann's Ward; the said piece of land being of a triangular figure, and being bounded on the east side by the lots numbers eight hundred and thirteen (813), eight hundred and fourteen (814), and part of eight hundred and fifteen (815), all on the said Official Plan, on the North-West side by the lot of land before described and on the South-West side, which is a prolongation of the South-West side line of the last mentioned lot of land until it reaches the rear line of the said official lot number eight hundred and fifteen (815), by the remainder of the said official lot number eight hundred and twelve (812), and containing one hundred and nine feet on the East side, ninety-two feet on the North-West side, and fifty-three feet eight inches on the South-West side.

WILLIAM AND BARRÉ STREETS POWER HOUSES AND TRANS-
FORMER STATION

(1) a. The whole of that certain lot of land known on the Official Plan and in the Book of Reference of the St. Ann's Ward of the said City of Montreal by the number twelve hundred and eighteen (1218) and more particularly known on the Official Sub-division Plan thereof, by the numbers one, two, three, four, five, six, seven and eight (1218—1, 2, 3, 4, 5, 6, 7, and 8.)

b. Another lot of land of irregular figure, situate in the said St. Ann's Ward, and forming part of lot number twelve hundred and nine on the Official Plan and Book of Reference thereof, and bounded as follows: in front to the South-East by William Street, where it measures three hundred and ninety-three feet six inches; in rear to the North-West partly by lot No. twelve hundred and twenty, partly by sub-division eight, of said lot No. 1218, by the end of Aqueduct Street, by lots Nos. twelve hundred and fourteen, twelve hundred and sixteen, twelve hundred and thirteen, twelve hundred and twelve, twelve hundred and eleven and twelve hundred and ten; on one side to the South-West by another portion of said lot No. 1209, the property of François Tremblay, and on the other side to the North-East by another portion of said lot No. 1209, the property of Mme. Rouer Roy, *et al.*

(2) a. That certain lot of land fronting on Barré Street and known on the Official Plan and in the Book of Reference of the St. Ann's Ward, of the City of Montreal, by the number twelve hundred and twelve (1212).

b. Those certain lots of land known on the said Official Plan and Book of reference of the St. Ann's Ward by the

numbers twelve hundred and fourteen (1214) and twelve hundred and fifteen (1215).

c. That certain lot of land known on the said Official Plan and Book of Reference of the said St. Ann's Ward by the number twelve hundred and sixteen (1216).

5. Lot number twelve hundred and thirteen (1213) on the said official Plan of said Ward.

6. Lot number twelve hundred and seventeen (1217) on the said Official Plan of the said Ward.

7. a. Lot number twelve hundred and nineteen (1219) on the said Official Plan of said Ward.

b. Lot number twelve hundred and twenty-one (1221) on the said Official Plan of said Ward.

8. Lot number twelve hundred and forty-nine (No. 1249) on the said Official Plan of said Ward.

9. Lot number twelve hundred and forty-two (No. 1242) on the Official Plan of said Ward.

10. A certain strip of land measuring nineteen feet French measure in width by all the depth there may be between the Southerly side line of Barre Street and the Northern boundary of the lot known on the Official Plan and in the Book of Reference of the St. Ann's Ward, of the said City of Montreal, by the number twelve hundred and nine; bounded towards the East by lots numbers twelve hundred and fourteen twelve hundred and fifteen and twelve hundred and seventeen, of the said Ward, and towards the West by lot number twelve hundred and eighteen of said Ward.

ST. HENRI CAR BARNS, TRANSFORMER STATION AND STORAGE
BATTERY PLANT.

(1) Lot number sixteen hundred and thirty-one (1631) on the Official Plan of the Parish of Montreal.

(2) That certain parcel of land being part of lot number sixteen hundred and thirty-two (1632) of the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, bounded in front by Lenoir or Bethune Street, in rear by lot number sixteen hundred and thirty-five, on one side by lot number sixteen hundred and thirty-one of the said Official Plan and Book of Reference, on the other side by the boundary line dividing the heretofore Town of Cote St. Antoine from the heretofore Town of St. Henry, containing an area of about one hundred and fifteen thousand six hundred and thirty feet.

(3) Lot number sixteen hundred and thirty-five (1635) on the said Official Plan of the said Parish less that portion thereof acquired by the heretofore City of St. Henri.

(4) A lot of land being the North-West portion of lots numbers sixteen hundred and thirty-nine and sixteen hundred and forty (1639 and 1640), on the said Official Plan of the said Parish of triangular form, twenty-four feet six inches (24' 6") on one side, ninety-four feet six inches (94' 6") on another side and eighty-six feet (86') on the third side, bounded to the North and West by the said lot number sixteen hundred and thirty-five (No. 1635) and to the East by St. Antoine Street.

(5) a. Lot number one of the Official Subdivision of the lot known as number sixteen hundred and forty-four (1644) on the Official Plan and Book of Reference of the Parish of Montreal.

b. Lot number one of the Official Subdivision of the lot number sixteen hundred and fifty-seven (1657) on the Official Plan and Book of Reference of the Parish of Montreal.

ST. DENIS STREET CAR BARNS, TRANSFORMER STATION AND
STORAGE BATTERY PLANT.

(1) Those certain lots of land situate in the said City of Montreal fronting on St. Denis and DeFleurimont Streets, and forming part of lot number eight (8) of the Official Plan and Book of Reference of the Village of Cote St. Louis, and more particularly known on the subdivision plan duly made and filed of said official lot as subdivisions one, two, three, four, five, six, seven, one hundred and nine, one hundred and ten, one hundred and eleven, one hundred and twelve, one hundred and thirteen, one hundred and fourteen, one hundred and fifteen, one hundred and sixteen, one hundred and seventeen, three hundred and eighteen, three hundred and nineteen, three hundred and twenty, three hundred and twenty-one, three hundred and twenty-two, three hundred and twenty-three, three hundred and twenty-four, three hundred and twenty-five, three hundred and twenty-six, three hundred and twenty-seven, three hundred and twenty-eight, also part of subdivision one hundred and eight of said lot number (8), bounded on the South by the street or lane immediately to the North of the Canadian Pacific Railway's track, on the West by lots one to seven, above described, to the North by the South line of DeFleurimont Street, and to the East by lots one hundred and nine to one hundred and seventeen, above described: (8—1, 2, 3, 4, 5, 6, 7, 109, 110, 111, 112, 113, 114, 115, 116, 117, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328 and pt. of 108).

(2) Those certain lots of land situate in the City of Montreal and forming part of lot number eight (8) on the Official Plan and in the Book of Reference of the Village of Cote

St. Louis, and more particularly known on the subdivision plan duly made and filed of said official lot before the correction thereof, as subdivisions one hundred and five, two hundred and fifteen, two hundred and twenty-one, four hundred and thirty-eight, four hundred and forty-four, five hundred and fifty-six, five hundred and fifty-five, and five hundred and fifty-four and now known and described upon the said plan as corrected as parts of official lot number three hundred and forty, which is the number designating the line of the Montreal Park and Island Railway Company.

(3) a. A tract of land comprising subdivisions nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, and twenty-eight (9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28) one hundred and nineteen, one hundred and twenty, one hundred and twenty-one, one hundred and twenty-two, one hundred and twenty-three, one hundred and twenty-four, one hundred and twenty-five, one hundred and twenty-six, one hundred and twenty-seven, one hundred and twenty-eight, one hundred and twenty-nine, one hundred and thirty, one hundred and thirty-one, one hundred and thirty-two, one hundred and thirty-three, one hundred and thirty-four, one hundred and thirty-five, and one hundred and thirty-six, one hundred and thirty-seven, one hundred and thirty-eight, two hundred and ninety-eight, two hundred and ninety-nine, three hundred, three hundred and one, three hundred and two, three hundred and three, three hundred and four, three hundred and five, three hundred and six, three hundred and seven, three hundred and eight, three hundred and nine, three hundred and ten, and three hundred and eleven (119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311,) three hundred and twelve (312) three hundred and thirteen (313), and subdivisions three hundred and fourteen (314), three hundred and fifteen (315), three hundred and sixteen (316) and three hundred and seventeen (317) of the official subdivision of lot number eight (8) on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis.

b. All the Company's rights in and to that portion of subdivision one hundred and eight (108) of the said official lot number (8), forming part of Cowan Street, which lies between the South-East side line of Comte Street (which line corresponds with the prolongation of the North-West side line of the said subdivision twenty-eight (8—28) and one hundred and thirty-eight (8—138) and the North-West side line of

DeFleurimont Street (which line corresponds with the prolongation of the South-East side line of subdivisions nine (8—9) and one hundred and nineteen (8—119).

c. All the Company's rights in the lane subdivision two hundred and ninety-seven (297) of the said official lot number eight (8).

ST. DENIS STREET CAR BARNs NO. 2.

(4) Those certain six lots of land known as subdivision lots number thirty-six and thirty-seven fronting on St. Denis Street and fifty, fifty-one, fifty-two, and fifty-three fronting on Rivard Street all on the subdivision plan of the lot known and designated by the number one hundred and ninety-eight (Nos. 198—36, 37, 50, 51, and 53,) on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis aforesaid.

(5) Those certain four lots of land known as subdivision lots numbers thirty-eight, thirty-nine, and forty, fronting on St. Denis Street and forty-nine, fronting on Rivard Street, all on the subdivision plan of the lot known and designated by the number one hundred and ninety-eight (No. 198—38, 39, 40 and 49) on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis, aforesaid.

ST. DENIS STREET PROPERTY.

(6) a. The lot of land being number eighty of the official subdivision of lot number two hundred and nine, of the Official Plan and Book of Reference of the incorporated village of Cote St. Louis, containing fifty feet in width by one hundred feet in depth, English measure, deducting however from the said lot a strip being the north-easterly part five feet in depth by the whole width of the said lot.

The right of view and also the right of way and passage on foot and with animals and vehicles in common with others entitled thereto at all times over and upon the following piece of land, viz. :—

(7) A strip of land being the North-Westerly portion of subdivision number two of official subdivision number seventy-nine of cadastral lot number two hundred and nine (209—79—2). Said strip of land measuring fifteen feet in width, by the whole depth of said subdivision (No. 2) and bounded in front by St. Denis Street, in rear by a portion of the lane in rear which portion is known as official subdivision number three of subdivision number seventy-nine of said cadastral lot (209—79—3,) to the North-West by said official subdi-

vision number eighty (209—80) and to the South-East by the remaining portion (ten feet in width) of said subdivision number two (209—79—2). The whole as appears by Deed of Exchange between the Montreal Street Railway Co. and the Lake of the Woods Milling Co., passed before Phillips, N.P., on 5th of May, 1902.

HOCHELAGA CAR BARNS, CAR BUILDINGS, SHOPS, REPAIRING
SHOPS, STORES AND OFFICES.

(1) Lot number one hundred and sixty-three (No. 163) on the official plan of the Village of Hochelaga.

(2) A lot of land of irregular figure situate in the Hochelaga Ward of the said City of Montreal, and forming part of the lot known on the Official Plan and in the Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and fifty-nine (159) and measuring fifty-one feet six inches in front on Notre Dame Street and one hundred and twenty-three feet on a roadway beside the track of the Canadian Pacific Railway Company; two hundred and thirty feet in the North-East side line; one hundred and thirty-seven feet in rear on St. Catherine Street, and two hundred and ninety-four feet nine inches in the South-West side line, and containing a superficial area of thirty-seven thousand three hundred and forty feet; bounded in front by Notre Dame Street and said roadway; on one side to the North-East by DeLevis Street; in rear by St. Catherine Street and on the other side to the South-West by lot number one hundred and sixty-three, the property of said Montreal Street Railway Company; with the buildings thereon erected.

MAISONNEUVE PROPERTY.

(3) a. Those certain subdivisions in the Town of Maisonneuve known on the subdivision plan made and filed of Lot number eighteen on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga as subdivisions four hundred and sixteen (18—416) four hundred and seventeen (18—417) four hundred and eighteen (18—418) four hundred and nineteen (18—419) four hundred and twenty (18—420) four hundred and twenty-one (421), four hundred and twenty-two (18—422), four hundred and twenty-three (18—423), four hundred and twenty-four (424), four hundred and twenty-five (425), four hundred and twenty-six (18—426), four hundred and twenty-seven (18—427), four hundred and twenty-eight (18—428), four hundred and forty (18—440), four hundred and forty-one (18—441), four hundred and forty-two (18—442), four hundred and forty-three (18—443),

four hundred and forty-four (18—444), four hundred and forty-five (18—445,) four hundred and forty-six (18—446), four hundred and forty-seven (18—447), four hundred and forty-eight (18—448), four hundred and forty-nine (18—449) four hundred and fifty (18—450), four hundred and fifty-one (18—451), four hundred and fifty-two (18—452), and four hundred and fifty-three (18—453).

b. All the right, title and interest of the Company in and to that portion of subdivision four hundred and twenty-nine of the said official lot (18—429) bounded at one end by Ernest Street on the sides by the subdivisions above described and at the other end by the remainder of said subdivision four hundred and twenty-nine, said portion of said subdivision four hundred and twenty-nine presently sold being of the whole width thereof by a depth of three hundred and fifteen feet or thereabouts, English measure.

PAPINEAU ROAD PROPERTIES.

(1) Lot number two hundred and thirty-one (No. 231) on the official plan of St. Mary's Ward of the City of Montreal, less any portion of the same that may have been taken for the widening of Papineau Ave.

(2) A lot of land forming the North-West part of the lot known and designated by the number three hundred and thirty-four (N.W. pt. 334) on the Official Plan and in the Book of Reference of the Municipality of the Village of Côte St. Louis, containing seventy-three feet in width by one hundred and fifty-six feet in depth, more or less, English measure. Bounded in front by Papineau Road in rear by official lot number three hundred and thirty-two, on the North-West side by lot official number three hundred and thirty-three, and on the South-East by the remainder of said lot No. 334, on all said official plan.

(3) A block of land fronting on Papineau Avenue in the St. Denis Ward of the City of Montreal, composed of subdivision lots numbers eight, nine, ten, eleven, twelve and thirteen (8, 9, 10, 11, 12 and 13) on the subdivision plan duly deposited and filed of lot number three hundred and thirty-five (335) and subdivision lots one, two, three, four and five, (1, 2, 3, 4 and 5) on subdivision plan duly made and filed of lot number three hundred and thirty-six (336), all on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis.

NOTRE DAME STREET PROPERTY.

(1) An emplacement situate in the said City of St. Henri, known as part of lot number nineteen hundred and twenty-three (1923) on the Official Plan and Book of Reference

for the Parish of Montreal, in the said County of Hochelaga, containing twenty-five feet in width in front and in rear, by sixty-seven feet nine inches on the South-Westerly side line and sixty feet three inches on the North-Easterly side line, all English measure, more or less, bounded in front to the South-East by Notre Dame Street, to the South-West by another portion of the said lot being a side lane of ten feet wide, and in rear to the North-West by property of the Grand Trunk Railway Company (formerly known as the Montreal Lachine Railway Company's property), being official lot No. 4688, and to the North-East by another portion of said lot No. 1923.

GUY STREET AND WESTMOUNT CONNECTION

(1) The exclusive right of passage on a strip of land forming part of Mountain Farm, belonging to the Gentlemen Ecclesiastics of the Seminary of St. Sulpice of Montreal, which farm is known and designated on the Official Plan and Book of Reference of St. Antoine Ward in the said City as lot number seventeen hundred and twenty (1720), and on the Official Plan and Book of Reference of the Incorporated Village of Cote des Neiges as lot number 170 (One hundred and seventy), this strip of land containing forty feet (40) in width by seven hundred and fifty (750) feet in depth, English measure, more or less, and bounded in front by Cote des Neiges road at a distance of about two hundred and seventy (270) feet above Cedar Avenue; in the rear by lot number one hundred and sixty-nine (169) of the official plan of the said Village of Cote des Neiges, and on each side by parts of the two official numbers above mentioned under which the said farm has hereinabove been designated, and crossing in a curve the North corner of the said lot No. 1720 of the said St. Antoine Ward, and the whole of lot No. 170 of the said Village of Cote des Neiges.

(2) a. Lots, subdivisions one, one *a*, two and three (1, 1*a*, 2 and 3) upon the sub-division Plan and Book of Reference thereof duly made and filed of lot number one hundred and sixty-eight (168) upon the Official Plan and Book of Reference of the said Incorporated Village of Cote des Neiges (168—1, 168—1*a*, 168—2 and 168—3).

b. Subdivisions one, two and eighteen and part of subdivision seventeen upon the subdivision Plan and Book of Reference thereof, duly made and filed of lot number one hundred and sixty-seven upon the said Official Plan and Book of Reference of the said Incorporated Village of La Cote des Neiges (167—1, 2, 18 and pt. of 17), the said part of said subdivision seventeen (No. 167—17) hereby sold and conveyed, being

comprised within the following limits, to wit: bounded at one end to the North-East by said Cote des Neiges Road, at the other end to the South-West by the continuation of the South-Westerly side lines of said lots Nos. 168—3, 167—2 and 167—18 across said lot subdivision seventeen (167—17) on one side to the North-West by said subdivision lot No. 167—18 and on the other side to the South-East by subdivision lots Nos. 167—1, 167—2, and 168—1a.

The said piece or block of land hereby conveyed and composed as above mentioned, containing a total superficies of twenty-five thousand six hundred and forty-two feet (25,642), English measure

(3) The exclusive right and privilege to lay, construct and maintain in perpetuity a double line of tracks along the whole length of the strip of land hereinafter described and run cars over the same, with exclusive right of way for said cars over said tracks, and to place and maintain therein and thereon in perpetuity all conduits, poles, rails, wires and whatever may be necessary or expedient for or in connection with the operation of its railway throughout or along said strip of land, a perpetual servitude having been granted and created to that effect in favor of the said Railway Company and assigns over, in and upon said strip of land, to wit: that certain strip of land situate in the Town of Cote des Neiges, in the District of Montreal, forming part of the lot of land known and designated upon the Official Plan and in the Book of Reference of the Village of La Cote des Neiges by the number one hundred and sixty-nine (169) and bounded said piece of land or part of lot as follows: In front to the North-West by Westmount Avenue formerly Trafalgar Avenue as established by Deed of Agreement between The Trafalgar Institute and Dame Margaret E. Robertson, wife of James A. L. Strathy, dated the tenth day of November eighteen hundred and ninety-six, passed before E. H. Stuart, Notary, and registered in the Registry Office for the Registration Division of the Counties of Hochelaga and Jacques Cartier the 13th November, 1896, under No. 64,404, said road-way having a width of sixty feet, English measure, at Cote des Neiges Road and a varying width throughout its length extending from the Cote des Neiges Road to the land of the Municipality of Westmount where it measures fifty-four feet in width adjoining Mount Pleasant Avenue, in rear to the South-East by lot number one hundred and seventy (No. 170) upon said Official Plan and Book of reference and on both sides by other parts of said official lot number one hundred and sixty-nine, and measuring said strip or piece of land forty feet in width in front along said Westmount Avenue and forty feet one inch in width along the rear line by two hundred and thirty-two feet six inches in depth on

the North-East side line and two hundred and thirty-three feet in depth on the South-West side line, and containing a total superficies of nine thousand three hundred and ten feet, English measure, the North-Easterly side line of the said strip of land upon which said rights are granted commencing at a point on the South-Easterly side line of said Westmount Avenue, distant one hundred and forty two feet, English measure, from said Cote des Neiges Road and terminating at a point on the rear line of said lot No. 169, and separating the same from lot No. 170 distant two hundred and sixty-seven feet eleven inches (267' 11") along said lastly mentioned line from said Cote des Neiges Road, as said piece of land or part of lot together with said Westmount Avenue, formerly Trafalgar Avenue, are shown upon a plan made by J. P. B. Casgrain, P.L.S., which is annexed to deed of conveyance from Westmount Land Company *et al*, passed before Stuart, N.P., on the 20th of October, 1902.

ST. PAUL LOTS.

(1) Lots numbers three thousand nine hundred and forty to three thousand nine hundred and fifty-seven (Lots Nos. 3940 to 3957) inclusive on the official plan of the Parish of Montreal.

MOUNT ROYAL AND PARK AVENUE OFFICE AND WAITING ROOM.

(1) Four lots of land situate in the Town of St. Louis, presently known and designated under the numbers sixty-eight, sixty-nine and seventy of the subdivision of the lot number thirteen and under the number one of the subdivision of the lot number fourteen (13 — 68, 69, and 70 and 14—1) on the Official Plan and in the Book of Reference of the incorporated Village of Cote St. Louis, with the buildings thereon erected, with the right in perpetuity in common with all others having or that may hereafter have same right, in a lane of eighteen feet left in rear of said lots, without obstructing the same in any way, with obligation of keeping said lane free and clear at all times of the year.

HEAD OFFICE PROPERTY.

(1) Lot number one hundred and sixty-three (163) on the Official Plan and Book of Reference of the Centre Ward of the city of Montreal.

DAVIDSON STREET — RUNNING RIGHTS.

All the rights that the Vendor may have in or to the land now constituting Nolan Street and Davidson Street and which it may be entitled to enjoy otherwise than under contract with the Municipality having jurisdiction over said streets.

DUCLOS RUNNING RIGHTS.

All the right, title and interest of the Company under a certain agreement entered into with Charles A. Duclos, Esq., bearing date 26th October, 1907, before Cameron, N.P., including the exclusive right of the Company to construct and operate its railway with one or two tracks as it may elect on the following immoveable property, at such location thereon throughout its length as the Company may choose, to wit: Subdivision two hundred and eleven (211) of lot number one (1) and subdivision one (1) of lot number three (3) on the official plan and book of reference of the Incorporated Village of Cote St. Louis; subdivision one (1) of lot number two hundred and ten (210) and subdivision one (1) of lot number two hundred and eleven (211), on the Official Plan and Book of Reference of Cote La Visitation; subdivision one (1) of lot number four hundred and eighty-one (481), and subdivision one (1) of lot four hundred and eighty-two on the Official Plan and Book of Reference of Sault au Recollet.

All the right, title and interest of the Company under another agreement with the said Duclos bearing date 28th November, 1907, before said Cameron, N.P., including the exclusive right of the Company to construct and operate its railway with one or two tracks as it may elect on the following immoveable property at such location thereon throughout its length as the company may choose, to wit: An emplacement containing a depth of sixty-six feet by a total length of one hundred and sixty-two feet, English measure and more or less, and composed of the portion of subdivision one (1) and the whole of subdivision one hundred and forty-five (145) of lot number one (1) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, said portion of subdivision one (1) containing a width of thirty-three feet in its North-West and South-East side lines which are respectively prolongations across the said subdivision one (1) of the North-West side lines of said subdivision one hundred and forty-five (145), by a depth of sixty-six feet English measure and more or less, being bounded said portion of said subdivision one (1) to the North-East by said subdivision one hundred and forty-five (145), to the South-West by Official lot number two (2), and to the North-West and South-East by the remaining portions of said subdivision one (1).

II

DESCRIPTION OF PROPERTY FORMERLY OWNED BY
MONTREAL PARK AND ISLAND RAILWAY
COMPANY.

MOUNTAIN BELT LINE AND CARTIERVILLE LINE.

Lot number four thousand seven hundred and seven on the Official Plan and in the Book of Reference of the Parish of Montreal.

The right of way on Maplewood Avenue and Decelles Street over a space of twenty feet in width, English measure, more or less, throughout the entire length of the said Avenue and a portion of said Street; the said Maplewood Avenue being known under the official number two hundred and twenty-one (221) on the Official Plan and Book of Reference of the subdivision of the official lot number twenty-eight (28) of the Incorporated Village of Cote des Neiges; the said portion of Decelles Street being known under the number thirty-three (33) on the Official Plan and Book of Reference of the official subdivision of the said official lot number twenty-eight (28) of the said Village of Cote des Neiges; the whole as possessed and owned by the Company under a deed passed before Hetu, Notary, on the 16th day of November, 1894, by the heirs Filiatrault, together with all the rights and privileges granted by and subject to the terms and conditions stipulated in the said deed.

Lot number one hundred and seventy-one on the Official Plan and in the Book of Reference of the Village of Cote des Neiges.

Three contiguous lots of land, each of the said lots measuring 25 feet in front by ninety-five feet in depth, the whole English measure and more or less, and being bounded in front by Maplewood Avenue and known under the number three hundred and thirty-three, three hundred and thirty-four, and three hundred and thirty-five, on the Official Plan and Book of Reference of the official subdivision of lot number twenty-eight of the Incorporated Village of Cote des Neiges.

A strip of land situate in the rear of the three lots described in the next preceding paragraph, measuring fourteen feet in width by seventy-five feet in depth, English measure and more or less, forming part of the lot known under the number three hundred and twenty-three on the Official Plan and Book of Reference of the official subdivision of said lot number 28, and bounded as follows: on the South-East by the lots described in the next preceding paragraph; on the North-West by lot number twenty-nine on the said Official Plan

and Book of Reference, and to the South-West and North-East by other parts of the said lot number three hundred and twenty-three of the said official subdivision.

A tract of land situate on the North-West side of Maplewood Avenue, composed of the lot bearing the number two hundred and seventy-three (No. 273) of the subdivision of lot number twenty-eight (28) on the Official Plan and Book of Reference of the Village of Cote des Neiges, in the County of Hochelaga, and of the lot bearing the number sixteen (No. 16) of the resubdivision of lot number two hundred and fifty-five (255) of the subdivision of lot number twenty-eight (28) of the same Official Plan and Book of Reference, with the building thereon erected.

The right to lay down, maintain and operate two tracks for a railway along Third Street in Cote St. Luc, forming part of lots Nos. 51, 62 and 64 on the Official Plan and in the Book of Reference of the Parish of Montreal.

The exclusive right of passage through lot 184 on the Official Plan and in the Book of Reference of the Parish of Montreal, being a strip of land parallel to Sherbrooke Street as existing on the 21st April, 1896, said strip containing 66 feet in breadth; bounded in front by Notre Dame de Grace Road or Montée de St. Luc, in rear by lot No. 189 on the said plan, and on both sides by the residue of said lot No. 184, and being in a straight line through the centre of said Sherbrooke Street in such manner that the said existing Sherbrooke Street shall be on each side 4 ft. 6 in. broader than the new street, the whole as set forth and on the terms and conditions contained in an agreement between Daniel J. Decarie and the Montreal Park & Island Railway Company executed before A. C. Decary, N. P. on the 21st April, 1896.

The exclusive right of passage through lot No. 189 on the Official Plan and in the Book of Reference of the Parish of Montreal at a certain place across the said property in parallel line with Sherbrooke Street as existing in the Town of Westmount on the 21st of April, 1896, said strip containing 66 ft. in breadth, bounded at one end by Sherbrooke Street the other by lot No. 184 on said official Plan, and on both sides by the remainder of said lot official No. 189, and being in a straight line through the centre of said Sherbrooke Street in such manner that the said existing Sherbrooke Street shall be on each side 4 ft. 6 in. broader than the new street, the whole as set forth and on the terms and conditions contained in an agreement between Felix Decarie and the Montreal Park & Island Railway Company executed before A. C. Decary, N.P., on the 21st April, 1896.

A strip of land, forming part of lot number fifty (50) on the official Plan and Book of Reference of the Municipality

of the Parish of Montreal, having a width of seventy-five feet by a length of two thousand eight hundred and sixty-nine feet English measure, and an area of five arpents and eight hundred and forty-seven thousandths (5.847); bounded at the North-West end by part of the same lot belonging to Zotique Decary, at the South-East end by the Montée of Notre Dame de Grace, on the South-West side by lot No. 4707 occupied by and belonging to the Company and on the North-East side by another part of the same lot belonging to Gervais Z. Decary or representatives.

A strip of land forming part of lot number fifty (50) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, of a uniform width of seventy-five feet by a length of two thousand nine hundred and sixteen feet English measure and an area of five arpents and nine hundred and forty-two thousandths (5.942); bounded as follows, at one end to the North-West by lot number forty-five, belonging to Gervais Decary, son of Jeremie, at the other end to the South-East by another part of said lot number fifty belonging to Gervais Decary, brother of Zotique Decary, to the South-West by part of lot number 4707 now occupied by and belonging to the Company, and to the North-East by another part of the same lot belonging to Zotique Decary or representatives.

A strip of land forming part of lot number forty-five (45) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, of a width of seventy-five feet by a length of five hundred and seventy-nine feet, English measure, and an area of one arpent and one hundred and seventy-nine thousandths (1.179), and bounded as follows: At the North-West end by the Canadian Pacific Railway Company, at the South-East end by lot number fifty; on the North-East side by another part of the said lot number forty-five (45) belonging to Gervais Decary or representatives and on the South-West side by lot number 4707 now occupied by and belonging to the Purchasers.

Lot number two thousand six hundred and forty on the Official Plan and in the Book of Reference of the Parish of St. Laurent, less the part transferred to the corporation of the Village of St. Laurent by deed before H. Gohier, N.P., dated the 8th Aug., 1907.

A strip of land situated in the Parish of St. Laurent in the County of Jacques Cartier being a part of lot No. 581 on the Official Plan and Book of Reference of the said Parish of St. Laurent bounded, the said strip of land on the North-West by the Cote de Liesse Road, on the South-East by lot No. 171 of the Official Cadastre of the Village of Cote des Neiges and on the North-East by another portion of said lot official No. 581 hereinafter described and the South-West

by the remainder of the said lot No. 581 belonging to the Corporation of the College of St. Laurent or representatives, described as follows:—Commencing at a point at 40 feet distant from the corner where the lines of division between the properties of the Parish of St. Laurent and Cote des Neiges join and running in a Northerly direction a distance of 1784 ft. more or less to the line of division between the Cote de Liesse Road and the said lot No. 581, thence running in a North-Easterly direction along the said line of division between the Cote de Liesse Road and the said lot No. 581, a distance of 40 ft. more or less, thence running in a Southerly direction a distance of 1694 ft. more or less to the said boundaries between the Parish of St. Laurent and the Parish of Cote des Neiges, thence along the line of division between the said Parishes in a South-Westerly direction a distance of 102 feet to the point of beginning, the whole forming a strip of land 40 ft. in width and having a superficies of 1 arpent and 89-100 more or less as shown in red on the plan annexed to a deed of Exchange passed between the Corporation of the Village of St. Laurent and the Montreal Park & Island Ry. Co. before Hercule Gohier, N.P., 8th Aug., 1907.

A strip of land forming a part of lot No. 581 on the Official Plan and in the Book of Reference for the said Parish of St. Laurent containing 20 ft. in width and 1694 ft. in length bounded on one end by the boundary of the Parish of St. Laurent, on the other end by the Cote de Liesse Road, on one side to the North-East by another portion of the said official lot No. 581 belonging to the said Corporation of the College of St. Laurent or representatives and on the other side to the South-West by the right of way of the said Purchaser 40 ft. in width.

A strip of land forming part of an Avenue called Florence Avenue and composed of part of subdivision two hundred and four of lot number four hundred and sixty-five (465—pt. 204) and part of subdivision twenty-six and part of subdivision one hundred and twenty-seven of lot number four hundred and sixty-six (466—pt. 26 and pt. 127) of the Official Plan and Book of Reference of the Parish of St. Laurent, in the County of Jacques-Cartier; said strip making the present right of way of said Purchaser a strip of sixty feet in width in the centre of said Florence Avenue extending from Cote de Liesse Road to Cote de Vertu Road, and bounded on both sides by other portions of said Florence Avenue.

A perpetual right of way for the purpose of the establishment and exploitation of an electric railway in the Street known under the name Grand Boulevard de Plaisance in the Village of Cartierville, in the Parish of St. Laurent, known and designated on the Official Plan and Book of Reference of

the said Parish of St. Laurent as official subdivision one hundred and thirty-eight of official lot number forty-four (44—138) of the said Parish, together with the right to place in the said street all poles, rails, wires, etc., and generally all that is necessary for the establishment and exploitation of an electric railway.

Those certain parts of subdivisions one hundred and eighty-one and one hundred and eighty-two of the official subdivision of original lot 44 of the Official Plan and Book of Reference of the Parish of St. Laurent which also forms part of Park and Island Avenue, and also that part of the undivided portion of said lot 44, more particularly described as follows:—Commencing at the point which is the intersection of the division line between said subdivisions one hundred and eighty-one and one hundred and eighty-two and lot No. 40 on said Official Plan and Book of Reference, with the Southerly limits of the Back River Road, thence continuing South-Easterly along said dividing line 4,563 feet more or less to the Northerly limit of the public road, between lots numbers 42 and 44, thence South-Easterly along said limit a distance of forty feet, thence North-Westerly and parallel to the boundary line between lots numbers 44 and 40 a distance of forty feet therefrom, at right angles 4,587 feet more or less to the Southerly limit of the Back River Road, thence Easterly along the said limit a distance of 47 feet more or less to the starting point and containing an area of 185,040 sq. ft. more or less.

Two lots of land situated at Cartierville in the Parish of St. Laurent, County of Jacques Cartier, the first fronting on Boulevard de Plaisance and the second on Park & Island Avenue and known and designated on the Official Plan and Book of Reference of the said Parish of St. Laurent under the No. 44, official subdivisions Nos. 161, 162 (Nos. 44—161 and 162.)

Another lot of land situated in the same place and known and designated on the said Official Plan and Book of Reference as being the South-East part of the lot of land known under the number forty-four (44), official subdivision number one hundred and sixty (160) containing in this part of the lot ten feet in width by one hundred and thirteen feet in depth, more or less, English measure, bounded in front by the Street bearing the name Park & Island Avenue, to the rear by the lot of land No. 159 of the same subdivision, on one side by the lot of land above described under the number one hundred and sixty-two (162) and on the other side by the residue of the said lot of land number one hundred and sixty (160).

Another lot of land situated and fronting on the same place and known on the said Official Plan and Book of Reference

of the said Parish of St. Laurent as being the North-West part of the lot of land known under the number forty-four (44) official subdivision number one hundred and sixty-four (164), containing 30 feet in width by 113 feet in depth, more or less, English measure, and bounded in front by Park & Island Avenue, above mentioned, to the rear by the lot of land No. 163 of the same subdivision, on one side by the lot of land above described under the No. 162, and on the other side by the remainder of the said lot of land No. 164 (No. 44—164).

That certain tract or parcel of land and premises situate, lying and being in the said town and parish of St. Laurent, being a part of lot number four hundred and sixty-six (466) of the Official Plan and Book of Reference of the said Parish of St. Laurent, and which said tract or parcel of land includes the official subdivision numbers fifty-seven, fifty-eight, fifty-nine, sixty, sixty-one, sixty-two, sixty-three, sixty-four, sixty-five, sixty-six, sixty-seven and sixty-eight of the said lot known and designated under the number four hundred and sixty-six on the Official Plan and Book of Reference of the said Parish of St. Laurent, and also a part of the official subdivision number one hundred and twenty-two of the said lot known and designated under the number four hundred and sixty-six on the Official Plan and Book of Reference of the said Parish of St. Laurent (466—57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 122) and which said tract or parcel of land is enclosed by the following boundary, commencing at a point which is the intersection of the South-Western boundary of said subdivision number one hundred and twenty-two of said lot number four hundred and sixty-six, with the South-Eastern boundary of the Grand Trunk Railway's right of way and proceeding along the last mentioned boundary in a North-Easterly direction for a distance of one hundred and thirty-six feet, more or less, to its intersection with the South-Western boundary of the subdivision number one hundred and twenty-seven of the said lot number four hundred and sixty-six, thence along the last mentioned boundary in a South-Easterly direction for a distance of three hundred and thirty-three feet, more or less, to its intersection with the South-Eastern boundary of the said subdivision number sixty-eight of the said lot number four hundred and sixty-six, thence continuing South-Westerly along the last mentioned boundary for a distance of one hundred and thirty-five feet, more or less, to its intersection with the said South-Western boundary of the said subdivision number one hundred and twenty-two of the said lot four hundred and sixty, thence continuing along the last mentioned boundary in a North-Westerly direction for a distance of two hundred and fifty-four feet, more or less, to the starting point, the whole con-

taining thirty-nine thousand three hundred and twenty-five (39,325) square feet, more or less, English measure.

LACHINE LINE.

1. Lot number four thousand seven hundred and six on the Official Plan and in the Book of Reference of the Parish of Montreal.

Deducting the property sold by the Montreal Park & Island Railway Company to Dame Frances Ramsay McIntosh by deed passed before H. Baby, Notary Public, on the 10th of August 1907, which said property so sold as aforesaid is described as follows:

That certain parcel of land of irregular figure fronting on Cote St. Paul Road and forming part of lot four thousand seven hundred and six on the Official Plan and Book of Reference of the part of lot sixteen hundred and ninety-eight on the Official Plan and Book of Reference of the Parish of Montreal, described as follows: Commencing at a point formed by the intersection of the South limit of the strip of land acquired by the said Company from John Nicholson *et al* by Deed of Sale passed before J. Lonergan, Notary, on the fourth day of June, eighteen hundred and ninety-six, and registered in the Registry Office of the Counties of Hochelaga and Jacques-Cartier and the Westerly line of Cote St. Paul Road, thence running Southerly along the said Westerly line of Cote St. Paul Road a distance of one hundred feet, thence Westerly and at right angles to said line, a distance of twelve feet, thence Northerly and parallel to Cote St. Paul Road a distance of thirty-eight feet, thence again Northerly a distance of twenty-five feet to a point distant seventeen feet measured at right angles from Cote St. Paul Road, thence running North-Westerly a distance of twenty feet, to a point on the Southerly limit of said strip of land acquired from said John Nicholson at a distance Westerly along such Southerly limit thirty-six feet from Cote St. Paul Road, thence Easterly along said Southerly limit a distance of thirty-six feet to the point of beginning and containing an area of (one thousand four hundred and fifty-three square feet).

Deducting also all of the property sold by the Montreal Park & Island Railway Company to The Dominion Car and Foundry Company, Limited, by deed passed before J. A. Cameron, Notary Public, on the 11th day of February, 1909, which said property so sold as aforesaid is described as follows:

An emplacement in the Town of Notre Dame de Grace, District of Montreal, formerly described as being part of lot number one hundred and thirty-seven (137) of the Official

Plan and Book of Reference of the Parish of Montreal and now described as part of lot number four thousand seven hundred and six of the said Official Plan and Book of Reference.

The said emplacement contains a width of forty-four feet measuring at right angles to the side lines thereof, by a length of two hundred feet in each of the North-West and South-East side lines, and a superficial area of eight thousand eight hundred feet, all English measure and more or less, and is bounded to the North-West by the right of way of the said Montreal Park & Island Ry. also forming part of the said official lot four thousand seven hundred and six, to the North-East by official lot one hundred and thirty-eight and to the South-East and South-West by other portions of the said lot number one hundred and thirty-seven; the North-East line of the said emplacement coinciding with and the South-West line thereof being parallel with the line of division between the said official lots one hundred and thirty-seven and one hundred and thirty-eight.

Lot number one thousand and thirty-six on the Official Plan and in the Book of Reference of the Parish of Lachine.

Lot number one thousand and thirty-five on the Official Plan and in the Book of Reference of the Parish of Lachine. Less the portion sold to the Ontario & Quebec Railway Company by deed passed before W. H. Cox, N.P., on the 14th day of July, 1908, and registered in the registry office for the Counties of Hochelaga and Jacques-Cartier under the No. 147318.

All the rights of the said Company in and to that certain lease from Her Majesty, Queen Victoria, unto the said Company, executed on the 5th day of March, 1896, before witnesses, for a term of twenty-one years, to be computed from the 1st day of May, 1896, being a lease for the purposes of the Company of the following immoveable property, to wit:

All those certain parcels or tracts of land and premises, situate, lying and being in the Parish of Lachine, in the County of Jacques Cartier, and Province of Quebec, being a part of lots 1005, 950 and 962 of the cadastre of the Parish of Lachine and being designated respectively, as parcel, parcels Nos. 8, 24 and 22, on the Plan and Book of Reference of the said Railway Company, on file in the Department of Railways and Canals at Ottawa and which said parcels or tracts of land are more particularly in said lease described as being as follows, that is to say:—

All that part of lot 1005 of the cadastre of the Parish of Lachine, commencing at a point on the boundary line between the Parish of Lachine and the Parish of Montreal, which

point is distant Southerly thirty-five feet measured along the said boundary line from the Southerly limit of the Grand Trunk Railway property, thence continuing along the said boundary line a distance of seventy feet, thence Westerly parallel to the Grand Trunk Railway property a distance of two thousand nine hundred and ninety feet, more or less, to the centre of the River St. Pierre, thence Northerly and Easterly following the windings of the river to the line of Southerly side of the "Laflamme" ditch produced, thence following the said Southerly side of ditch a distance of two thousand seven hundred and forty feet, more or less, to the place of beginning. The whole containing an area of five arpents and 111-1000 of an arpent, and as shewn on the plan signed by Raoul Rinfret, P.L.S., dated Montreal, November, 26th, 1895.

Also that part of lot number nine hundred and fifty (950) of the cadastre of the Parish of Lachine, commencing at a point which is the intersection of the Southern boundary of the Grand Trunk Railway Company's property and the dividing line between lots number nine hundred and fifty (950) and nine hundred and fifty-two (952), thence continuing along said dividing line for a distance of seventy feet more or less, thence Westerly and parallel to the Grand Trunk Railway Company's track for a distance of two hundred feet, more or less, to the centre of the River St. Pierre, thence Northerly and Easterly following the old course of the River St. Pierre to the Southern boundary of the Grand Trunk Railway Company's property, thence Easterly along said boundary for one hundred and ten feet, more or less, to the starting point. The whole containing an area of two hundred and thirty-three thousandths (0,233) of an arpent, and as shown on the plan signed by Raoul Rinfret, P.L.S., dated Montreal, 26th November, 1895.

Also part of lot number nine hundred and sixty-four of the cadastre of the Parish of Lachine, commencing at a point which is the intersection of the Southern boundary of the Grand Trunk Railway Company's property and the dividing line between lots number nine hundred and sixty-four (964) and nine hundred and sixty-five (965), thence continuing along said dividing line for a distance of seventy feet, more or less, thence Westerly and parallel to the Grand Trunk Railway Company's track for a distance of one hundred and twenty (120) feet, more or less, to the dividing line between lots number nine hundred and sixty-four (964) and nine hundred and fifty-two (952) thence Northerly for seventy feet, more or less, to the Southern boundary of the Grand Trunk Railway Company's property, thence Easterly along said boundary for one hundred and fifteen feet more or less

to the starting point, the whole containing an area of two hundred and fifteen thousandths (0.215) of an arpent, more or less, and as shown on the plan signed by Raoul Rinfret, P.L.S., dated 26th November, 1895.

The right to construct, maintain and operate its railway on lot No. 809 on the Official Plan and in the Book of Reference of the Town of Lachine and to exercise thereon all rights reasonable and necessary for that purpose, together with all such other right, title and interest as the Company may own in said lot after the deduction of the rights conveyed by Montreal Park & Island Railway Company to the City of Lachine by two deeds the first executed on the 15th February, 1898, before H. Schetagne, N.P., registered under No. 71504, and the second by deed executed 6th July, 1909, before J. A. Cameron, N.P., registered under No. 159945.

A strip of land lying, being and situate in the centre Ward of the Town of Lachine, containing two feet and nine inches in width by about seventy two feet in length, English measure, to be taken off number two hundred and twenty-five on the Plan and in the Book of Reference of the Town of Lachine, along the South side of said lot, from the eastern line of St. Peter Street, now 26th street, in front, to lot number two hundred and thirty-two in rear. The strip of land hereby sold and hereinbefore described is part of that lot of land known and designated under number two hundred and twenty-five on the Plan and in the Book of Reference of the cadastre of the Town of Lachine, and is bounded as follows: In front towards the West, by 26th Street, heretofore St. Peter Street, in rear or towards the East, by part of lot number two hundred and thirty-two of said cadastre of the Town of Lachine, towards the North by the remainder of said lot number two hundred and twenty-five, and on the South side, by Notre Dame Street, which is lot number eight hundred and nine on the Plan and in the Book of Reference of the cadastre of the Town of Lachine.

A right of way across a certain strip of land in the Parish of Lachine being part of cadastral lot number eight hundred and three (803) on the Official Plan and Book of Reference of the said Parish, the whole as appears from a Memorandum of Agreement made on the 2nd day of July, 1897, between the Grand Trunk Railway Company of Canada and the Montreal Park and Island Railway Company and all the rights acquired by the Montreal Park & Island Railway Company under said agreement.

LACHINE EXTENSION.

A certain emplacement or piece of land forming the Westerly corner of Dawes Avenue and Broadway in the said Town

of Lachine composed of official subdivisions numbers fifty-one, fifty-two, fifty-three and fifty-four of cadastral lot number one hundred and eighty-four (184—51, 52, 53, 54) on the Official Plan and in the Book of Reference for the said Town of Lachine.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one on the Official Plan and Book of Reference of the Town of Lachine, described as follows:

Beginning at a point on the Eastern boundary of lot number one hundred and eighty-one said point being distant in a Northerly direction seventy-three feet from the Northern boundary of the street or avenue known as Broadway; thence in a North-Westerly direction in a straight line to a point on the division line between lots sixteen and seventeen, distant in a Westerly direction one hundred and fifty feet from the intersection of this division line with the South-Western boundary of the right of way of the Grand Trunk Railway (said lots sixteen and seventeen being unofficial parts of official lot number one hundred and eighty-one, as shown on a plan prepared by Joseph Rielle, P.L.S., dated the twenty-second of June, nineteen hundred and nine; thence continuing in a North-Westerly direction in a straight line to a point on the Eastern boundary of the street known as Thirty-sixth or Boyer Avenue, said point being distant sixty-six feet from the afore-said South-Western boundary of the right of way of the Grand Trunk Railway, measured at right angles thereto; thence Northerly along the Eastern boundary of Thirty-sixth or Boyer Avenue a distance of seventy-seven and eight-tenths feet to the South-Western boundary of the right of way of the Grand Trunk Railway; thence South-Easterly along said South-Western boundary to the Eastern boundary of afore-said official lot number one hundred and eighty-one; thence Southerly along said Eastern boundary one hundred and forty-five feet to the place of beginning, and containing a superficial area of thirty nine thousand seven hundred and fifteen square feet (39,715). All of the above measurements are English measure and more or less. Being bounded said parcel of land to the South-West by another portion of lot number one hundred and eighty-one, to the North-East by the right of way of the Grand Trunk Railway; to the West by Thirty-sixth or Boyer Avenue, and to the East partly by the right of way of the Grand Trunk Railway and partly by subdivision number fifty-one of official lot number one hundred and eighty-four.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one upon the Official Plan

and Book of Reference of the Town of Lachine described as follows:

Beginning at the intersection of the South-Western boundary of the right of way of the Grand Trunk Railway with the Western boundary of the street or avenue known as Thirty-sixth or Boyer Avenue; thence Southerly along said Western boundary a distance of seventy-seven and eight-tenths feet to a point distant sixty-six feet from the aforesaid South-Western boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Westerly parallel to said South-Western boundary to the division line between lots forty-three and forty-four (said lots forty-three and forty-four being unofficial parts of official lot one hundred and eighty-one as shown on a plan made by Joseph Rielle, P.L.S., and dated the 22nd of June, 1909) thence Easterly along said division line between lots forty-three and forty-four a distance of one hundred and twenty-four and five-tenths feet to the aforesaid South-Western boundary of the right of way of the Grand Trunk Railway; thence South-Westerly along said South-Western boundary a distance of about three and eight-tenths feet to the place of beginning; and containing a superficial area of five thousand and ninety-two square feet (5,092). All of the above measurements are English measure, more or less. Being bounded said parcel of land to the South-West by another part of official lot one hundred and eighty-one, to the North-East by the right of way of the Grand Trunk Railway, to the North by another part of official lot one hundred and eighty-one and to the East by Thirty-sixth or Boyer Avenue.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one upon the Official Plan and Book of Reference of the Town of Lachine, being all that part of lot known as forty-three lying to the South-West of the right of way of the Grand Trunk Railway (said lot forty-three being an unofficial part of lot number one hundred and eighty-one as shown on a plan prepared by Joseph Rielle, P.L.S., and dated the twenty-second of June, nineteen hundred and nine). Beginning at the intersection of the South-Western boundary of the right of way of the Grand Trunk Railway with the Southern boundary of the aforesaid unofficial lot forty-three, thence Westerly along the said Southern boundary a distance of three hundred and ninety-six and eight-tenths feet to the Western boundary of official lot number one hundred and eighty-one, thence Northerly along said Western boundary a distance of two hundred and forty-eight feet to the South-Western boundary of the right of way of the Grand Trunk Railway, thence South-Easterly along said South-Western boundary to the place of beginning; and containing a super-

ficial area of forty-nine thousand two hundred and three square feet (49,203). All of the above measurements are English measure and more or less. Bounded said parcel of land to the South by another part of lot number one hundred and eighty-one, to the West by lot number one hundred and seventy-eight, to the North-East by the right of way of the Grand Trunk Railway.

That certain strip or parcel of land situate in the Town of Lachine, in the County of Jacques Cartier adjoining and parallel to the Southern boundary of the Grand Trunk Railway right of way, forming part of lot number one hundred and seventy-eight on the Official Plan and Book of Reference of the Town of Lachine, containing sixty-six feet in width by about three hundred and eighty-two feet in length, and a total superficial area of about twenty-five thousand two hundred and twelve square feet, the whole English measure and more or less, bounded as follows: To the North-East by above mentioned unofficial lot number forty-three, to the South-West and South-East by other parts of said official lot number one hundred and seventy-eight and to the North-West by the Grand Trunk Railway.

That certain piece or parcel of land situate in the Town of Lachine, county of Jacques Cartier, forming part of lot number one hundred and seventy-eight (178) on the Official Plan and Book of Reference of the Town of Lachine, and more fully described as follows: Beginning at the intersection of the division line between lots number one hundred and fifty-two (152) and one hundred and seventy-eight (178) with the Southern boundary of the right of way of the Grand Trunk Railway; thence Southerly along said division line to a point distant sixty-six feet (66) from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Easterly parallel to and distant sixty-six feet (66) from said Southern boundary a distance of four hundred and four feet (404) more or less to the South-West corner of the property next before described and thence Northerly along the Western boundary of said property to the aforesaid Southern boundary of the right of way of the Grand Trunk Railway and thence Westerly along the said Southern boundary a distance of four hundred and four feet more or less to the place of beginning.

That certain piece or parcel of land situate in the Town of Lachine, County of Jacques Cartier, forming part of lot number one hundred and fifty-two (152) on the Official Plan and Book of Reference of the Town of Lachine and more fully described as follows: Beginning at the intersection of the Western boundary of lot number one hundred and fifty two (152) with the Southern boundary of the right of

way of the Grand Trunk Railway; thence Southerly along said Western boundary to a point distant sixty-six feet (66) from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Easterly parallel to and distant sixty-six feet (66) from said Southern boundary a distance of six hundred and fifty feet (650) more or less to the division line between lots numbers one hundred and fifty-two (152) and one hundred and seventy-eight (178) thence Northerly along said division line to the aforesaid Southern boundary of the right of way of the Grand Trunk Railway; thence Westerly along said Southern boundary to the place of beginning and containing a superficial area of forty-two thousand nine hundred (42,900) square feet.

A certain part of lot official No. 899 of the Parish of Lachine, to wit: Subdivisions 31, 32, 91, 92 and 93 of official lot No. 899.

A triangular part from the North-East corner of subdivision No. 29 of official lot No. 899 of the Parish of Lachine measuring about 13 6-10 feet on its Eastern boundary, and about 32 9-10 feet on its Northern boundary, containing an area of 223 square feet, English measure and more or less; bounded to the North by subdivision 30, to the East by the division line of the Town of Lachine, and to the South-West by the remaining portion of subdivision 29 of said official lot No. 899.

The Northern part of subdivision 30 of said official lot No. 899 bounded on the South-East by a line drawn from a point on its Southern boundary distant 32 9-10 feet from its Eastern boundary to a point on its Western boundary distant 16 1-10 feet from its Northern boundary and containing an area of about 4,292 square feet English measure and more or less; bounded to the North by subdivision 31, to the East by the division line of the Town of Lachine, to the South by part of subdivision 29, and to the South-West by the remaining portion of subdivision 30, and to the West by part of subdivision 62 of said official lot 899.

A strip of land across the Northern part of subdivision 62, of said official lot number 899, measuring 100 feet at right angles to its Northern boundary and containing about 7,168 square feet, English measure and more or less, bounded to the North by the Grand Trunk Railway to the East by subdivision 31 and part of subdivision 30, to the South by the remaining portion of subdivision 62, and to the West by part of subdivision 33 and subdivision 32 of said official lot No. 899.

The Northern part of subdivision 33, of said official number 899, measuring 48 4-10 feet on its Eastern boundary and 1 1-10 feet on its Western boundary and 113 feet on its Northern

boundary, containing about 2,796 square feet, English measure and more or less; bounded to the North by subdivision 32, to the East by subdivision 62, to the South by the remaining portion of subdivision 33 and to the West by part of subdivision 90 of official lot 899.

A triangular part from the North-East corner of subdivision 90 of said official number 899 measuring about 41 1-10 feet on its Eastern boundary and about 97 4-10 feet on its Northern boundary containing about 2,002 square feet English measure and more or less; bounded to the North by subdivision 91, to the East by subdivisions 32 and 33 and to the South-West by the remaining portion of subdivision 90 of said official lot No. 899.

A strip across the Northern part of subdivision 125 of said official number 899, measuring 100 feet at right angles to its Northern boundary and containing about 7,168 square feet English measure and more or less, bounded to the North by the Grand Trunk Railway, to the East by subdivision 92 and part of subdivision 91, to the South by the remaining portion of subdivision 125, and to the West by part of subdivision 95, part of subdivision 94, and subdivision 93 of official lot 899.

A triangular part from the North-East corner of subdivision 95 of said official number 899 measuring about 16 6-10 feet on its Eastern boundary and about 38 7-10 feet on its Northern boundary containing about 320 square feet English measure and more or less, bounded to the North by part of subdivision 94, to the East by part of subdivision 125, and to the South-West by the remaining portion of subdivision 95 of said official lot No. 899.

The Northern part of subdivision 94 of said official number 899, bounded to the South-East by a line beginning at a point on its Southern boundary distant 38 7-10 feet from its Eastern boundary thence running parallel to the Southern boundary of the right of way of the Grand Trunk Railway to a point 18 5-10 feet from its Western boundary, thence following a curve of a radius of about 2,832 feet to a point in its Western boundary about 33 4-10 feet from its Southern boundary and containing an area of 4,610 square feet English measure and more or less; bounded to the North by subdivision 93, to the East by part of subdivision 125, to the South by part of subdivision 95, and the remaining portion of subdivision 94, and to the West by official lot No. 898.

A lot of land forming a part of lot eight hundred and ninety-seven (897) feet on the official Plan and in the Book of Reference of the Parish of Lachine, and more particularly described as follows; beginning at a point on the Eastern boundary of official lot number eight hundred and ninety-seven (897)

distant seventy-seven (77) feet more or less, from the Southern boundary of the right of way of the Grand Trunk Railway measured Southerly along said Eastern boundary; thence Westerly following a curve of 2,898 feet radius across lot 897 to a point on its Western boundary distant about four hundred and fifty-five (455) feet from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway; thence Southerly along said Western boundary a distance of about 66 feet, thence Easterly following a curve of 2,832 feet radius across lot 897 to its Eastern boundary; thence Northerly along its Eastern boundary a distance of about 68 feet to the place of beginning. The whole being a strip of land across the official lot number eight hundred and ninety-seven (897) of a width of 66 feet and a mean length of nine hundred and ninety-five (995) feet more or less, and containing a superficial area of sixty-five thousand six hundred and seventy feet more or less.

That certain strip or parcel of land situate at Summerlea, in the County of Jacques Cartier, known and designated as part of official lot number eight hundred and ninety-four (894) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot, bounded as follows: to the North-West and South-East by other parts of said lot eight hundred and ninety-four (894); to the North-East by lot number eight hundred and ninety seven (897); and to the South-West by lot number eight hundred and eighty-eight (888). The said strip or parcel of land being situate at a distance of about five hundred and thirty (530) feet from the line of the Grand Trunk Railway, measured along the North-East boundary line of said lot and at a distance of about seven hundred and seventy-five (775) feet from the said line of the Grand Trunk Railway measured along the South-West boundary line of said lot.

That certain strip or parcel of land situate in said Town of Summerlea in said County of Jacques Cartier known and designated as part of official lot number eight hundred and eighty-seven on the Official Plan and Book of Reference of the cadastre of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot, and bounded as follows: To the North-West and South-East by other parts of said lot number eight hundred and eighty-seven, to the South-West by lots numbers eight hundred and eighty-six, one hundred and sixty-four and one hundred and sixty-five and to the North-East by official lot number eight hundred and ninety-four, the centre line of said property or strip of land being situate at a distance of about seven hundred and seventy-five feet from the centre line of the Grand Trunk

Railway, measured along the eastern boundary of the lot presently sold.

Those certain lots of land situate at the Town of Summerlea, in the County of Jacques Cartier, known and designated as subdivisions numbers twenty-six, twenty-seven, twenty-eight, twenty-nine, one hundred and sixty-four and one hundred and sixty-five on the subdivision plan made and filed of lot number eight hundred and eighty-six on the Official Plan and Book of Reference of the Parish of Lachine in said County.

Also a strip of land forming part of subdivision seventy-six of said lot No. 886, immediately in front of said subdivisions twenty-six and twenty-eight measuring nine feet in depth by one hundred feet in width and which has been taken from Aberdeen Avenue and added on to said last mentioned subdivision lots and bounded at one end by the prolongation of the South-East side line of said subdivision twenty-six, at the other end by the prolongation of the North-West side line of subdivision No. 28, and towards the North-East by another portion of said subdivision twenty-six. The whole forming a superficial area of thirty-two thousand nine hundred and twenty-seven feet, English measure.

And also the right to extend its line, to lay its tracks and run its cars, etc., across that portion of Aberdeen Avenue situate immediately opposite and between said subdivisions twenty-six and twenty-eight on the West side of Aberdeen Avenue, and said subdivisions one hundred and sixty-four and one hundred and sixty-five on the East side of said Aberdeen Avenue.

That certain piece or parcel of land situate in the town of Summerlea in the County of Jacques Cartier, being part of lot known and designated as official lot number eight hundred and eighty-two on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot and bounded as follows: to the North-West and South-East by other parts of said official lot number eight hundred and eighty-two, to the North-East by official number eight hundred and eighty-six and to the South-West by official lot number eight hundred and eighty, the said piece or parcel of land being situate at a distance of about five hundred and thirty-five feet from the Public Road measured along the North-East boundary line of the lot hereby sold, to a point 29 feet North of Southern boundary of lot hereby purchased.

That certain piece or parcel of land situate at Dorval known and designated as part of official lot number eight hundred and seventy-five on the Official Plan and in the Book of Reference of the Parish of Lachine containing sixty-six (66) feet in depth by all the width thereof bounded as follows: To

the North-West and South-East by other parts of said official lot number eight hundred and seventy-five (875) to the South-West by official lot numbers eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) and the North East by official lot number eight hundred and seventy-six (876) the said piece or parcel of land being situate at a distance of about three hundred and twenty-one feet from the public road measured along the South-West boundary line.

That certain parcel of land forming part of lot eight hundred and seventy-four (874) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine starting at a point distant about two hundred and seventy-one feet (271) English measure, North of the Public Road along the division line between said lots eight hundred and seventy-four and eight hundred and seventy-five (874 and 875) upon said Official Plan and running along said division line in a Northerly direction sixty-six feet (66) thence in a Westerly direction a distance of thirty-six feet (36) thence in a Southerly direction parallel to division line between said lots 874 and 875 sixty-six feet (66), thence in an Easterly direction thirty-six feet (36) to the starting point. All the above measurements are English measure, and more or less. Being bounded said parcel of land to the North and South by that portion of said lot eight hundred and seventy-four (874) belonging to Joseph H. Decary or representatives to the East by a portion of lot eight hundred and seventy-five (875) and to the West by another portion of lot eight hundred and seventy-four (874), the property of the Company.

That certain parcel of land forming part of lot eight hundred and seventy-four (874) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine, starting at a point distant about two hundred and seventy-one feet (271) North of the Public Road and ten feet (10) East of the division line of said lot eight hundred and seventy-four (874) with lot eight hundred and seventy-two (872) upon said Official Plan, thence running in an Easterly direction fifty feet (50) thence Northerly in a line parallel to the side lines of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) thence Westerly in a line parallel to above course of fifty feet a distance of fifty feet (50) thence Southerly in a line parallel to the side lines of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) to the starting point. All the measurements are English measure and more or less.

That certain parcel of land composed: 1st. Of a portion of lot eight hundred and seventy-four upon the Official Plan and Book of Reference for the Municipality of the Parish

of Lachine, described as follows: Starting at a point along the division line of lot eight hundred and seventy-four (874) with lot eight hundred and seventy-two (872) upon said Official plan distant two hundred and seventy-one feet (271) Northerly of the Public Road, thence running in an Easterly direction ten feet (10) in a perpendicular line to the sidelines of said lot eight hundred and seventy-four (874) thence in a Northerly direction in a line parallel to the side line of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) thence in a Westerly direction in a perpendicular line to the side line of said lot eight hundred and seventy-four a distance of ten feet (10) thence running in a Southerly direction along the division line between said lots eight hundred and seventy-two and eighty hundred and seventy-four (872 and 874) to the starting point.

2nd. Of a portion of said lot eight hundred and seventy-two (872) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine, described as follows: Starting at a point along the division line between said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) distant two hundred and seventy-one feet (271) from the Public Road thence running in a Westerly direction, in a perpendicular line to the division line of said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) a distance of twenty-eight feet (28) thence in a Northerly direction a distance of sixty-seven feet (67) thence Easterly a distance of twenty-eight feet (28) to the division line between said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) thence in a Southerly line along said division line a distance of sixty-seven feet more or less to the starting point.

That certain piece or parcel of land situate in the Village of Dorval in the County of Jacques Cartier known and designated as part of official lot number eight hundred and seventy-two (872) on the Official Plan and Book of Reference of the Parish of Lachine containing sixty-six feet in depth by the width of said lot, extending to the part belonging to J. H. Decary *et al.* Bounded to the North-West and South-East by other parts of said official lot number eight hundred and seventy-two (872), to the South-West by official lot number eight hundred and sixty eight (868) and to the North-East by another part of said official lot number eight hundred and seventy-two (872) belonging to Decary the said piece or parcel of land being situate at a distance of about three hundred and two feet from the public road measured along the South-West boundary line of said lot and at a distance of about three hundred and four feet measured along the North-East boundary line thereof, English measure.

Those certain parcels of land forming parts of lots eight hundred and sixty-six (866) and eight hundred and sixty-eight (868) on the Official Plan and Book of Reference of the Parish of Lachine, containing each of said parts sixty-six feet in depth by all the width thereof, bounded said part of lot eight hundred and sixty-six (866) to the North-West and South-East by other parts of said lot, to the North-East by said lot eight hundred and sixty-eight (868) and to the South-West by lot eight hundred and sixty-five (865); the said lot eight hundred and sixty-eight (868) to the North-West and South-East by other parts of said lot, to the North-East by lot eight hundred and seventy-two (872), and to the South-West by said lot eight hundred and sixty-six (866); said parcels of land being contiguous and situate at a distance of about 302 feet from the public road measured along the North-East boundary line of said lot number eight hundred and sixty-eight (868) and at a distance of about three hundred and fifty-two (352) feet from the said public road measured along the said South-West boundary line of said lot number eight hundred and sixty-six (866).

That certain strip or parcel of land situate in the Village of Dorval in the County of Jacques Cartier measuring sixty-six feet in width by about nine hundred and forty-four feet in length, composed of part of the unsubdivided portion of the lot known and designated as lot number eight hundred and sixty-five (865) in the Official Plan and Book of Reference of the Parish of Lachine, and also of parts of the lots known as subdivisions forty-one (41), forty-seven (47), forty-eight (48), forty-nine (49), sixty-six (66), sixty-seven (67) and sixty-eight (68) of the subdivision plan duly made and filed of said official number eight hundred and sixty-five (865). The strip of land of the width aforesaid extending across the whole width of original lot number eight hundred and sixty-five (865), and being bounded as follows: At one end to the East by original lot number eight hundred and sixty-six; at the other end to the West by parts of lots numbers eight hundred and eleven (811) and eight hundred and twelve (812); on one side to the North by part of said unsubdivided portion of lot eight hundred and sixty-five (865), part of subdivision lot forty-one (41) of said lot number eight hundred and sixty-five (865) (Decary Avenue) and the remaining portions of said subdivisions lots numbers forty-eight (48), forty-nine (49), sixty-six (66) and sixty-seven (67), and on the other side to the South by another part of said unsubdivided portion of lot number eight hundred and sixty-five (865), another part of said subdivision number forty-one (41) of lot number eight hundred and sixty-five (865) (Decary Avenue), and the remaining portions of said subdivisions

forty-seven (47) and sixty-eight (68) of lot number eight hundred and sixty-five (865), the centre line of said strip of land at its Easterly boundary on the division line between the said original lot number eight hundred and sixty-six and said subdivision numbers sixty-seven and sixty-eight (68) of original lot number eight hundred and sixty-five, being about three hundred and fifty-two feet from the Northerly boundary of the Public Road, the said strip of land extending to the division line between said unsubdivided portion of original lot number eight hundred and sixty-five (865) and parts of lots numbers eight hundred and eleven (811) and eight hundred and twelve (812), the areas taken from the said subdivision lots hereby sold being respectively as follows: From subdivision lot number forty-nine (49) about seventy-two square feet; from subdivision lot number forty-eight, about four thousand two hundred and two square feet; from subdivision lot number forty-seven (47) about two thousand five hundred and fifty square feet; from subdivision lot number forty-one (41) about four thousand five hundred and fifty-four square feet; from subdivision lot number sixty-six (66) about four hundred and ninety square feet; from subdivision lot number sixty-seven, about six thousand nine hundred and eighty square feet; from subdivision lot number sixty-eight (68) about two thousand seven hundred and two square feet; from the unsubdivided part of lot number eight hundred and sixty-five (865) about forty thousand seven hundred and eighty-eight square feet, making a total superficial area of about sixty-two thousand three hundred and thirty-eight square feet. The said strip of land hereby sold may otherwise be described as follows: Beginning at the intersection of the centre line of Montreal Park & Island Railway Company with the Eastern boundary of lot number eight hundred and sixty-five (865), the property of Benjamin Decary, thence Southerly along said Eastern boundary a distance of thirty-three feet to a point, thence Easterly parallel to said centre line of the Montreal Park & Island Railway, a distance of nine hundred and forty-four feet more or less to the Western boundary of lot number eight hundred and sixty-five thence Northerly along said Western boundary crossing the centre line of the Montreal Park & Island Railway to a point distant thirty-three feet in a Northerly direction and at right angles from the said centre line, thence Easterly and parallel to said centre line to the Eastern boundary of lot number eight hundred and sixty-five (865), thence Southerly thirty-three feet to place of beginning, containing 1 7-10 arpents more or less.

That certain piece or parcel of land situated at Dorval, in the Municipality of the Parish of Lachine, containing sixty-six feet in width by two hundred and twenty-four feet in length, and which may be more particularly described

as follows: Beginning at a point on the East boundary of Dorval Avenue, eight hundred and fifty-three feet from the North boundary of the public road, thence extending North-Westerly along the said boundary of Dorval Avenue, a distance of about thirty-four feet, thence in a South-Easterly direction a distance of about two hundred and twenty-four feet to the West boundary of lot official number eight hundred and sixty-five (865), thence Southerly along the said boundary a distance of about sixty-eight feet, thence Westerly parallel to the afore-mentioned line of about two hundred and twenty-four feet in length to the East boundary of said Dorval Avenue, thence North-Westerly along said boundary about thirty-four feet to the place of beginning, said piece or parcel of land being composed of parts of lots numbers eight hundred and eleven, (811), eight hundred and twelve (812) and eight hundred and thirteen (813) on the Official Plan and Book of Reference of the Municipality of the Parish of Lachine bounded said emplacement as follows: To the North by part of said lots eight hundred and twelve (812), and eight hundred and thirteen (813); to the South by other parts of said lots numbers eight hundred and eleven (811) and eight hundred and twelve (812); to the East by said lot number eight hundred and sixty-five (865); to the West by Dorval Avenue aforesaid, the said piece or parcel of land hereby sold having a superficial area of about fourteen thousand eight hundred and eleven (14,811) feet; all of the said measurements are English measure, more or less.

That certain piece or parcel of land situate at Dorval in the Municipality of the Parish of Lachine, containing sixty-six (66) feet in width by seven hundred and seventy-seven (777) feet in length and which may be more particularly described as follows: beginning at a point on the West boundary of Dorval Avenue eight hundred and fifty-four (854) feet from the North boundary of the public road, thence extending Northerly along the said West boundary of Dorval Avenue a distance of about thirty-four feet, thence in a Westerly direction a distance of seven hundred and seventy-seven (777) feet, more or less, to the West boundary of said official lot number five hundred and fifty-five (555), thence Southerly along the said boundary a distance of about sixty-eight (68) feet, thence Easterly parallel to the aforementioned course of seven hundred and seventy-seven feet in length to the West boundary of said Dorval Avenue, thence Northerly along said boundary about thirty-four feet (34) to the place of beginning. The said piece or parcel of land being composed of parts of lots numbers seven hundred and seventy-seven (777), seven hundred and seventy-eight (778), seven hundred and seventy-nine (779), seven hundred and eighty (780), seven hundred and twenty-five (725), seven hundred and twenty-three

(723), five hundred and ninety-three, (593), five hundred and ninety-four (594), five hundred and ninety-five (595), five hundred and ninety-seven (597), five hundred and ninety-eight (598), five hundred and fifty-five (555), and the whole of lot five hundred and ninety-six (596) on the Official Plan and Book of Reference of the Municipality of the Parish of Lachine, the said emplacement being bounded as follows: to the North by part of said lots numbers seven hundred and seventy-eight (778), seven hundred and seventy-seven (777), seven hundred and twenty-five (725), seven hundred and twenty-three (723), five hundred and ninety-seven (597), five hundred and ninety-eight (598), and five hundred and fifty-five (555); to the South by part of said lots numbers seven hundred and seventy-nine (779), seven hundred and eighty (780), seven hundred and twenty-five (725), seven hundred and twenty-three (723), five hundred and ninety-three (593), five hundred and ninety-four (594), five hundred and ninety-five (595) and five hundred and fifty-five (555); to the East by Dorval Avenue aforesaid; and to the West by lot number two hundred and fifty-four (254). The said piece or parcel of land hereby sold containing a superficial area of fifty-one thousand two hundred and eighty-two (51,282) feet. All of said measurements are English measure, more or less.

That certain piece or parcel of land situate at Dorval containing sixty-six feet in width by four hundred and sixty-eight (468) feet in length which may be more particularly described as follows:

Beginning at a point on the East boundary of lot number nineteen (19) on the Official Plan and Book of Reference of the Parish of Lachine ten hundred and seventeen (1017) feet from the North boundary of the public road, thence extending Northerly along the said East boundary of lot number nineteen (19) a distance of about thirty-four (34) feet, thence extending in an Easterly direction a distance of four hundred and sixty-eight feet, more or less, to the West boundary of lot official number five hundred and fifty-five (555), thence Southerly along the said boundary a distance of about sixty-eight (68) feet, thence Westerly parallel to the aforementioned course of four hundred and sixty-eight (468) feet in length to the East boundary of said lot number nineteen (19), thence Northerly along said boundary about thirty-four (34) feet to the place of beginning. The said piece or parcel of land being composed of parts of lots two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and fifty-two (152), one hundred and fifty-one (151), one hundred and fifty (150), one hundred and forty-nine (149), one hundred and forty-eight (148) and twenty-two (22) on the Official Plan

and Book of Reference of the Parish of Lachine, in the County of Jacques Cartier bounded said emplacement as follows: to the North by part of said lots numbers two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and forty-nine (149), one hundred and forty-eight (148) and twenty-two (22); to the South by part of said lots numbers two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and fifty-three (153), one hundred and fifty-two (152), one hundred and fifty-one (151) and twenty-two (22): to the East by lot number five hundred and fifty-five (555) and to the West by lot number nineteen (19). The said piece or parcel of land hereby sold containing a superficial area of thirty thousand eight hundred and eighty-eight feet (30,888); all of the said measurements are English measure, more or less.

That certain parcel of land situate in the Parish of Lachine, known and designated as part of official lot number nineteen (19) on the Official Plan and Book of Reference of the said Parish of Lachine, containing sixty-six feet (66) in depth by all the width of said lot, bounded as follows: to the North-West and South-East by other parts of said official lot number nineteen (19); to the South-West by lot official number eighteen (18); and to the North-East by a lane, being official lot number twenty-two (22). The said parcel of land being situate at a distance of about one thousand and seventeen feet from the public road measured along the North-East boundary line of official lot number nineteen (19) and at a distance of about seven hundred and eighty-seven (787) feet from the said public road measured along the South-West boundary line of said lot.

That certain parcel of land situate in the Parish of Lachine known and designated as part of official lot number eighteen (18) on the Official Plan and Book of Reference of the said Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot bounded as follows: to the North-West and South-East by other parts of said official lot number nineteen (19); to the South-West by official lot number sixteen (16); and to the North-East by official lot number nineteen (19). The said parcel of land being situate at a distance of about seven hundred and eighty-seven (787) feet from the public road measured along the North-East boundary line of said official lot number sixteen (16) and at a distance of about seven hundred and sixty-eight feet (768) measured along the South-West boundary line of said lot; the whole English measure, more or less.

That certain parcel of land situate in the said Town of Dorval known and designated as part of official lot number fifteen (15) on the said official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in

depth by all the width of said lot, and bounded as follows: to the North-West and South-East by other parts of said official lot number fifteen (15); to the South-West by lot official number fourteen (14), and to the North-East by official lot number sixteen (16). Said parcel of land being situate at a distance of about ten hundred and sixteen (1,016) feet from the public road measured along the North-East boundary line of said official lot number fifteen (15) and at a distance of about eleven hundred and sixteen (1,116) feet measured along the South-West boundary line of said lot; all of said measurements are English measure, more or less.

That certain strip or parcel of land situate in the Village of Dorval, in the County of Jacques Cartier, measuring sixty-six feet in width by about eleven hundred and seventy-five feet in length, forming part of the lots known and designated by the numbers thirteen and fourteen (13 and 14) on the Official Plan and Book of Reference of the Parish of Lachine. The said strip of land of the width aforesaid extending across the entire width of said lots numbers thirteen and fourteen and bounded as follows: At one end to the West by lot number twelve on said Official Plan, at the other end to the East by lot number fifteen on said Official Plan on one side to the North by the Northerly portions of said lots thirteen and fourteen and on the other side by other portions of said lots thirteen and fourteen, the centre line of said strip of land commencing at a point on the division line between said lots twelve and thirteen about ten hundred and twenty-six feet North of the Public Road and extending to a point on the division line between said lots numbers fifteen and fourteen about eleven hundred and sixteen feet North of the Public Road.

That certain parcel of land situate in the Town of Dorval known and designated as part of official lot number twelve (12) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot, and bounded as follows: to the North-West and South-East by other parts of said official lot number twelve (12); to the South-West by lot official number eleven (11), and to the North-East by official lot number thirteen (13). The said parcel of land being situate at a distance of about ten hundred and twenty-six (1026) feet from the public road measured along the North-East boundary line of said official lot number twelve (12) and at a distance of about seven hundred and forty-five (745) feet measured along the South-West boundary line of said lot.

That certain piece or parcel of land situate at Dorval, forming part of the lot known and designated as official lot number eleven (11) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot and bounded as follows:

To the North-West and South-East by other parts of said official lot number eleven (11), to the South-West by official lot number ten (10) and to the North-East by official lot number twelve (12), the centre line of said piece or parcel of land being situate at a distance of about seven hundred and forty-five feet from the public road measured along the North-East boundary line and about a distance of four hundred and sixty-three feet measured along the South-West boundary line, English measure.

SAULT-AU-RECOLLET LINE.

Lots numbers one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-six and thirty-seven inclusive and forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight and forty-nine inclusive of lot number three hundred and forty-three on the Official plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

A right of way over and upon that certain property known and designated as lots subdivision Nos. seven hundred and forty-five (745), eight hundred and nineteen (819), and nine hundred and ninety-two (992) of the official subdivision of official lot number ten (10) upon the Official Plan and Book of Reference of the Village of Cote St. Louis, in the County of Hochelaga, together with the strips of land each five feet in width added to the said lot subdivision number seven hundred and forty-five (745) of the said official lot number ten (10) on each side thereof detached for this purpose from subdivision numbers seven hundred and forty-six (746), seven hundred and forty-seven (747), seven hundred and forty-eight (748), seven hundred and forty-nine (749), seven hundred and fifty (750), seven hundred and fifty-one (751), seven hundred and fifty-two (752), seven hundred and fifty-three (753), seven hundred and fifty-four (754), seven hundred and thirty-six (736), seven hundred and thirty-seven (737), seven hundred and thirty-eight (738), seven hundred and thirty-nine (739), seven hundred and forty (740), seven hundred and forty-one (741), seven hundred and forty-two (742), seven hundred and forty-three (743), seven hundred and forty-four (744) of the said official lot number ten (10), and also together with the strips of land ten feet in width added to the said lot subdivision number eight hundred and nineteen (819) of said official lot number ten (10) on the East side thereof detached for this purpose from subdivisions

numbers seven hundred and fifty-four (754), seven hundred and fifty-five (755) seven hundred and eighty-three (783), seven hundred and eighty-four (784), seven hundred and eighty-five (785), seven hundred and eighty-six (786), seven hundred and eighty-seven (787), seven hundred and eighty-eight (788), seven hundred and eighty-nine (789), seven hundred and ninety (790), seven hundred and ninety one (791), seven hundred and ninety-two (792), seven hundred and ninety-three (793), seven hundred and ninety-four (794), seven hundred and ninety-five (795), seven hundred and ninety-six (796), seven hundred and ninety-seven (797), seven hundred and ninety-eight (798), seven hundred and ninety-nine (799), eight hundred (800), eight hundred and one (801), eight hundred and two (802), eight hundred and three (803), eight hundred and four (804), eight hundred and five (805), eight hundred and six (806), eight hundred and seven (807), eight hundred and eight (808), eight hundred and nine (809), eight hundred and eighteen (818) of the said official lot number ten (10), and the right to construct and to operate upon the said immoveables a railway and to make all excavations and earth works which they may deem advisable and to use the earth of said immoveables for that purpose and to lay rails and ties, erect posts for overhead wires, and to do in general all other things necessary for the construction and operation of the said railway, the whole as acquired by the Montreal Park & Island Railway Company under a deed of agreement from James Baxter *et al* executed before Olivier, N.P., on the 25th day of August 1893, together with all and sundry the rights and privileges therein granted to the said Company.

A right of way upon that certain property known and designated as a certain strip of land forming part of lot number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, in the County of Hochelaga; the said strip measuring in length eighteen hundred and twenty-seven feet and in breadth about seventy feet; the Western boundary line of said strip being situated at a distance of two hundred and twenty feet from St. Lawrence Street and the Eastern boundary line at a distance of two hundred and ninety feet from the said St. Lawrence Street, the said strip being moreover bounded to the North, East and West by part of official lot number ten (10) on the Official Plan and Book of Reference of the Village of Cote St. Louis, County of Hochelaga, and to the South by lot official subdivision number nine hundred and ninety-two (992) of official lot number ten (10) of the said Official Plan and Book of Reference.

A like right of way upon that certain property known

and designated as that part of Isabeau Street being subdivision eighteen hundred and seventy of lot number ten on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis, comprising the whole width of said subdivision number, bounded at one end to southwest by the centre of Beaubien Avenue or St. Dominique Street, and bounded at the other end by lot official number three hundred and forty on said Official Plan.

A right of way upon that certain property known and designated as a certain strip of land forming part of lot number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, in the County of Hochelaga; said strip measuring in length six hundred and ninety-five feet and in breadth about seventy feet; the western boundary of said strip being situated at a distance of two hundred and twenty-feet from St. Lawrence Street and the Eastern boundary at a distance of two hundred and ninety feet from the said St. Lawrence Street; bounded to the North by St. Lawrence Street, to the East and to the West by part of lot official number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis; and to the South by lot official subdivision number one thousand and twenty-seven (1027) of the said lot No. 10 of the Official Plan and Book of Reference of the said Incorporated Village of Cote St. Louis; together with the right upon the said above described immoveables to construct and operate a railway, to make all excavations and earth works which they may deem advisable, and to use the earth of said immoveables for that purpose; to lay rails and ties, erect posts for overhead wires and do in general all other things necessary for the construction and operation of the said railway, provided that a convenient roadway be left to the public, the whole as possessed and owned by the Company in virtue of a deed of sale passed between the Montreal Park and Island Railway Company and the Hon. Louis Beaubien before Olivier, Notary, on the 22nd day of September 1894, and subject to all and sundry the terms and conditions thereof.

Lot number three hundred and forty-two on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

Lot number three hundred and forty-one on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

Lot number two thousand six hundred and forty-one on the Official Plan and in the Book of Reference of the Parish of St. Laurent.

All the right, title and interest of the Vendor in and to a certain agreement between the Montreal Park and Island

Railway Company and U. H. Dandurand in trust, passed before Leclerc, N.P., on the 11th day of September, 1908, and more particularly but not so as to limit the generality of the foregoing the exclusive right in perpetuity for the benefit of the Company lines of railway, more particularly of the parts thereof comprising cadastral lots numbers 2640, 2641 on the Official Plan and in the Book of Reference of the Parish of St. Laurent of constructing, maintaining and operating upon and over the immoveable property hereinafter described a line of street railway of one or two tracks as the Company may from time to time elect and all appurtenances thereof including poles and necessary sidings if the Company at any time so desire for the transportation of passengers, mails, freight and other property and for such other purposes as the business of the Company may require.

The said immoveable property before referred to being a strip of land extending through a block of land purchased by the said Dandurand from the Catholic Institution of Deaf Mutes by Deed of Sale passed before Leclerc, N.P., on the 10th day of January, 1907, registered under the number 131895, H. & J. C., which said strip extends through the said block of land in continuation of St. Denis Street as far as the Vervais Road, including the said strip of land the following lots to wit: lot number fifty-seven (57) of the subdivision plan of lot number nine (9) on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis; lot number forty (40) of the subdivision plan of lot number two thousand six hundred and forty-four of the Official Plan and Book of Reference for the Parish of St. Laurent; and lots numbers sixty-three (63) two hundred and forty-six (246), six hundred and fifty-three (653) one thousand and forty-nine (1,049) one thousand four hundred and forty-five (1445) one thousand eight hundred and forty (1840) and two thousand two hundred and twenty-one (2221) of the subdivision plan of lot number two thousand six hundred and forty-three (2643) upon the said Official Plan and Book of Reference of the Parish of St. Laurent, and such portions of the following lots as are intersected by the line of St. Denis Street as shown upon the said subdivision plans, namely, lot seven hundred and thirty-six (736) on the said Official Plan and Book of Reference of St. Laurent, lot sixty-two (62) on the subdivision plan of said lot two thousand six hundred and forty-four of said Parish and lots one hundred and eighty-seven (187) five hundred and eighty-two (582) nine hundred and seventy-four (974) one thousand three hundred and seventy (1370) one thousand seven hundred and sixty-six (1766) and two thousand one hundred and fifty-four (2154) on the subdivision plan of said lot two thousand six

hundred and forty-three (2643) of said Parish, the said lots being shewn upon said plans as avenues crossing St. Denis Street.

Three certain lots of land being situate on Cote St. Laurent Road at the corner of Benoni Street, known and designated as lots subdivision numbers one, two, and three on the subdivision plan duly made and filed of lot number two hundred and seventy-one on the Official Plan and Book of Reference of the Parish of St. Laurent (271—1, 271—2 and 271—3.)

A right of way for the term of thirty years computed from October 14th, 1893, and an extension for a further term of thirty years over a strip of land not exceeding twenty-five feet in width, extending from the Southern boundary of those certain farms known as lots Nos. two hundred and sixty-nine (269) on the Official Plan and Book of Reference of the Parish of St. Laurent and two hundred and twenty-nine (229) and two hundred and thirty (230) on the Official Plan and Book of Reference of the Parish of Sault au Recollet throughout the whole length of the said farms; said strip of twenty-five feet to be situated four feet from the Westerly line of cadastre number two hundred and sixty-nine (269) and continued in a straight line through cadastre number two hundred and twenty-nine (229) to the Sault au Recollet road; any extension through cadastre number two hundred and thirty (230) in the future to be at the option of the grantor.

A strip of land twenty-five feet in width running through the centre of a street located or to be located running Easterly and Westerly across the Northerly end of lot number two hundred and twenty-nine (229) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, at no greater distance than six hundred and fifty feet from the Back River road, and running parallel to it, or in lieu thereof the right of use for the construction and operation of the company's railway of thirty feet of ground to be taken along the front of said lot number two hundred and twenty-nine (229) and contributed for widening the turnpike; provided the turnpike road trustees consent to such use of the same; it being agreed that the Montreal Tramways Company shall not place its track on said strip of land contributed nearer than twenty feet of the line of fence on the Northerly line of said lot number two hundred and twenty-nine (229); all the rights and privileges of the Company in and to and over the said lots numbers two hundred and sixty-nine (269), two hundred and twenty-nine (229) and two hundred and thirty (230) are hereby conveyed subject to the terms and conditions of the deed under which they were acquired by the Montreal Park & Island Railway Company from Dame

Catherine Mitcheson executed before Labadie, N.P., on the 4th day of October 1893.

Lot number five hundred and five on the Official Plan and in the Book of Reference of the Parish of Sault-au-Recollet.

Those certain nine lots of land known as subdivision Nos. one hundred and ninety-nine, two hundred, two hundred and one, two hundred and two, two hundred and three, two hundred and four, two hundred and five, two hundred and six, two hundred and seven on the subdivision plan duly made and filed of lot number one hundred and sixty-four on the Official Plan and in the Book of Reference of the Parish of Sault au Recollet in the District of Montreal (164—199, 200, 201, 202, 203, 204, 205, 206 and 207.)

ST. VINCENT DE PAUL EXTENSION.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and fifty-eight (158) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and fifty-six feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and fifty feet also to the South of the said Road, the said strip of land containing one hundred and forty-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and fifty-eight (158) to the East by lot number one hundred and sixty (160) on the aforesaid Official Plan and Book of Reference, and to the West by subdivision number one hundred and sixteen (116) of lot number one hundred and sixty-four (164) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and sixty (160) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and fifty feet to the South of the King's Highway, and on the East line starting from a point situated five hundred and forty-four feet also to the South of the said Road, the said strip of land containing one hundred and forty-five feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and sixty (160); to the West by lot number one hundred and fifty eight (158) and to the East by lot number one hundred and

sixty-three (163); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot number one hundred and sixty-three (163) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and forty-four feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and thirty-three feet also to the South of said road, the said strip of land containing two hundred and ninety-two feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and sixty-three (163); to the West by lot number one hundred and sixty (160) and to the East by lot number one hundred and thirty-four (134), all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and thirty-four (134) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated five hundred and thirty-three feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and ninety-six feet also to the South of the said Road, the said strip of land containing seven hundred and seventy-seven feet in length in its median line and being bounded to the South by the residue of said lot number one hundred and thirty-four (134); to the North of said lot number one hundred and thirty-four by the lot number one hundred and thirty-five (135); to the West by lot number one hundred and sixty-three (163) and to the East by lot number one hundred and thirty-three (133); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and thirty-three (133) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and ninety-six feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and seventy-eight feet also to the South of the said road, the said strip containing two hundred and ninety-five feet in length in its median line, being bounded to the North and to the South by the residue of said lot number one hundred and

thirty-three (133); to the West by lot number one hundred and thirty-four (134) and to the East by lot number one hundred and twenty-eight (128); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and twenty eight (128) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of said lot, starting from a point situated five hundred and seventy-eight feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated six hundred and twenty-nine feet also to the South of said Road, the said strip containing two hundred and eighty feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and twenty-eight (128); to the West by lot number one hundred and thirty three (133) and to the East by lot number one hundred and twenty-seven (127) all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a direct line the width of the West half of said lot number one hundred and twenty-seven (127) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said half of said lot starting at a point situated six hundred and twenty-nine feet to the South of the King's Highway, and on the East line of the said half of said lot, starting at a point situated six hundred and four feet also to the South of said Road, the said strip of land containing two hundred and ninety-two feet in length in its median line and being bounded to the North and to the South by the residue of the said half of said lot number one hundred and twenty-seven (127); to the East by the East half of lot number one hundred and twenty-seven (127) and to the West by lot number one hundred and twenty-eight (128) of the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet, crossing in a slightly curved line all the width of the East half of lot one hundred and twenty-seven (127) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured on the West line of the said half of lot number one hundred and twenty-seven (127) starting from a point situated six hundred and four feet to the South of the King's Highway, and on the east line of the said half of said lot, starting from a point situated five hundred and twenty-five feet also to the South of said Road, the said strip of land measuring two hundred and ninety-

two feet in length in its median line, and being bounded to the North and to the South by the residue of the said half of said lot number one hundred and twenty-seven (127); to the West by the West half of said lot one hundred and twenty-seven (127) and to the East by number one hundred and twenty-six (126) of the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and twenty-six (126) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of said lot starting from a point situated five hundred and twenty-five feet to the South of the King's Highway, and on the East line of said lot starting from a point situate three hundred and eighty-seven feet also to the South of said Road, the said strip of land measuring five hundred and ninety-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and twenty-six (126); to the West by lot number one hundred and twenty-seven (127) and to the East by lot number one hundred and sixteen (116); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet, crossing in a straight line the whole width of lot number one hundred and sixteen (116) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated three hundred and eighty-seven feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and twenty-seven feet also to the South of said Road, the said strip of land containing six hundred and eighty-one feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and sixteen (116) to the West by lot number one hundred and twenty-six (126) all of the aforesaid Official Plan and Book of Reference, and to the East by a public road.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot, one hundred and seven (107) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated four hundred and twelve feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and three feet also to the South of the said Road, the said strip of land measuring one hundred and thirty-eight feet in length in its

median line, and being bounded to the North and to the South by the residue of said lot number one hundred and seven (107); to the East by lot number one hundred and eight (108), on the aforesaid Official Plan and Book of Reference; to the West by the Road known as La Montée de la Cote St. Michel.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and eight (108) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and three feet to the South of the King's Highway, and on the East line of said lot starting from a point situated four hundred and two feet also to the South of the said Road, the said strip of land measuring one hundred and ninety-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and eight (108); to the West by lot number one hundred and seven (107) and to the East by lot number one hundred and nine (109); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and nine (109) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and two feet to the South of King's Road, and on the East line of the said lot starting from a point situated six hundred and eighty-seven feet also to the South of the said Road, the said strip of land containing eighty-seven feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and nine (109); to the West by lot number one hundred and eight (108) and to the East by lot number one hundred and ten (110); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and ten (110) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated six hundred and eighty-seven feet to the South of the King's Highway, and on the East line of said lot starting from a point situated about eight hundred and five feet also to the South of said Road, the said strip of land containing eighty-seven feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and ten (110); to the

West by lot number one hundred and nine (109) and to the East by lot number one hundred and thirteen (113); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot number one hundred and thirteen (113) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated six hundred and eighty-seven feet to the South of the King's Highway and on the East line of said lot starting from a point situate eight hundred and forty-nine feet also to the South of said road, the said strip of land containing four hundred and twelve feet in length in its median line, and being bounded to the North and to the South by the residue of the said lot number one hundred and thirteen (113); to the West by lot number one hundred and nine (109) and to the East by lot number ninety-seven (97) all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number ninety-seven (97) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated eight hundred and forty-nine feet to the South of the King's Highway, and on the East line of said lot starting from a point situated eight hundred and eighty (880) feet also to the South of said Road, the said strip containing four hundred and eighty-three feet in length in its median line, and bounded as follows: To the North and to the South by the residue of said lot number ninety-seven (97); to the West by lot number one hundred and thirteen (113) and to the East by lot number ninety-three (93) all on the aforesaid Official Plan and Book of Reference.

A strip of land of uniform depth of sixty-six feet crossing in a slightly curved line all the breadth of lot number ninety-three (93) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated eight hundred and eighty feet to the South of the King's Highway, and on the East line of the said lot starting at a point situated eight hundred feet also to the South of said road, the said strip of land measuring three hundred and forty (340) feet in length in its median line, and being bounded to the North and South by the residue of said lot number ninety-three; to the West by lot number ninety-seven (97) and to the East by lot number ninety (90), both on the Official Plan and Book of Reference above mentioned.

A strip of land of a uniform depth of sixty-six feet cross-

ing in a slightly curved line all the width of lot number ninety (90) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth in the West line of the said lot, starting at a point situated eight hundred feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifty-five feet also to the South of the said Road, the said strip of land measuring three hundred and forty (340) feet in length in its median line and being bounded to the North and South by the residue of said lot number ninety (90), to the West by lot number ninety-three (93) and to the East by lot number eighty-six (86) both on the Official Plan and Book of Reference aforesaid.

A strip of a uniform depth of sixty-six feet, crossing in a slightly curved line all the width of lot number eighty-six (86) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and fifty-five (755) feet to the South of the King's Highway and on the East line of the said lot, starting from a point situated seven hundred and forty-six feet also to the South of said Road, the said strip of land measuring two hundred and twenty feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number eighty-six (86); to the West by lot number ninety (90) and to the East by lot number eighty-five (85), both on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line all the width of lot number eighty-five (85) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and forty-six feet, to the South of the King's Highway, and on the East line of the said lot, starting from a point situated seven hundred and sixty-five feet also to the South of said road, the said strip measuring three hundred and twenty feet in length in its median line and being bounded to the North and to the South by the residue of said lot number eighty-five (85); to the West by lot number eighty-six (86) and to the East by lot number eighty-two (82) all on the Official Plan and Book of Reference aforesaid.

A strip of land of a uniform depth of 66 feet crossing in a straight line the whole width of lot No. 82 on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet; the said strip of land to be measured in its depth on the West line of the said lot from a point situated at 765 feet to the South

of the highway and on the East line of the said lot from a point situated at 805 feet to the South of the said highway, the said strip of land measuring 330 feet in length in its median line and bounded on the North and on the South by the remainder of said lot No. 82 on the West by lot No. 85 and on the East by lot No. 79 on the same Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-nine (79) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated eight hundred and five feet to the South of the King's Highway and on the East line of the said lot, starting from a point situated nine hundred and sixty-four feet also to the South of the said Road, the said strip of land containing three hundred and eighteen feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number seventy-nine (79); to the West by lot number eighty-two (82) and to the East by lot number seventy-seven (77); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-seven (77) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated nine hundred and sixty-four feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated nine hundred and one feet also to the South of the said Road, the said strip of land containing three hundred and eighteen feet in length in its median line and being bounded to the North and to the South by the residue of said lot number seventy-seven (77); to the West by lot number seventy-nine (79) and to the East by lot number seventy-six (76); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-six (76) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated nine hundred and one feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated eight hundred and one feet also to the South of the said Road, the said strip containing four hundred and fifteen feet in length in its median line and being bounded to the North and to the South by the residue of said lot number

seventy-six (76); to the West by lot number seventy-seven (77) and to the East by lot number seventy-three (73); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-three (73) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot, starting from a point situated eight hundred and one feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred feet also to the South of the said Road, the said strip of land measuring four hundred and six feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number seventy-three (73); to the West by lot number seventy-six (76) to the East by lot number seventy (70); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy (70) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated seven hundred feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and seven feet also to the South of said Road, the said strip of land measuring two hundred and two feet in its median line, and being bounded to the North and to the South by the residue of lot number seventy (70); to the West by lot number seventy-three (73) and to the East by lot number sixty-six (66); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-five (65) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated seven hundred and fifteen feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and twenty feet also to the South of the said Road, the said strip of land containing two hundred and eight feet in length in its median line and being bounded to the North and to the South by the residue of said lot number sixty-five (65); to the West by lot number sixty-six (66) and to the East by lot number sixty-three (63); all on the Official Plan and Book of Reference aforesaid.

(2) A strip of land of a uniform depth of sixty-six feet six inches crossing in a straight line the whole width of lot number sixty-six (66)

(66) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situate seven hundred and seven feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifteen feet also to the South of the said Road, the said strip containing two hundred and eight feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number sixty-six (66); to the West by lot number seventy (70) and to the East by lot number sixty-five (65); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-three (63) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated seven hundred and twenty feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifty feet also to the South of the said Road, the said strip of land containing two hundred and fourteen feet in length in its median line, being bounded to the North and to the South by the residue of said lot number sixth-three (63); to the West by lot number sixty-five (65) and to the East by lot number sixty-two (62); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-two (62) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and fifty feet to the South of the King's Highway and on the East line of the said lot starting from a point situated seven hundred and eighty-five feet, also to the South of the said road, the said strip measuring two hundred and two feet in length in its median line and being bounded to the North and South by the residue of said lot number sixty-two (62); to the West by lot number sixty-three (63) and to the East by lot number sixty-one (61); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the half of lot number sixty-one (61) (being the West half) of the Official Plan and Book of reference of the Parish of Sault-au-Recollet the said strip of land to be measured in depth on the West line of the said West half of said lot number sixty-one (61) starting from a point situated seven hundred and eighty-five feet to the South of the King's Highway, the said strip of land

containing the half of four hundred and eighteen feet (209) feet in length in its median line which is fixed by two points, of which one is taken on the West line of the West half of lot sixty-one (61) and situated seven hundred and eighty-five feet to the South of the King's Highway, and the other point is taken on the East line of the East half of said lot number sixty-one (61) and situated eight hundred and fifty feet to the South of the King's Highway, being bounded to the North and to the South by the residue of the West half of lot number sixty-one (61); to the West by lot number sixty-two (62) and to the East by the East half of lot number sixty-one (61) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the half of lot number sixty-one (61) (being the East half) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet the said strip of land to be measured in depth on the East line of the said East half of said lot number sixty-one (61) starting from a point situated eight hundred and fifty feet to the South of the King's Highway, the said strip of land containing the half of 418 feet (209 feet) in length in its median line which is fixed by two points of which one is taken on the Eastern line of the East half of said lot number sixty-one (61) and situated eight hundred and fifty feet to the South of the King's Highway, and the other point is taken on the Western line of the West half of said lot number sixty-one (61) and situated seven hundred and eighty-five feet to the South of the King's Highway, and being bounded to the North and to the South by the residue of the East half of said lot number sixty-one (61); to the West by the West half of lot number sixty-one (61) and to the East by lot number sixty (60) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty (60) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated eight hundred and fifty feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and eighty-five feet also to the South of the said Road, the said strip of land containing four hundred and twelve feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number sixty (60); to the West by lot number sixty-one (61) and to the East by lot number fifty-nine (59); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet

crossing in a straight line the whole width of lot number fifty-nine (59) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated seven hundred and eighty-five feet to the South of the King's Highway and on the East line of said lot starting from a point situated seven hundred and twenty feet also to the South of the said Road, the said strip of land containing four hundred and eight feet in length in its median line and being bounded to the North and to the South by the residue of said lot number fifty-nine (59); to the West by lot number sixty (60) and to the East by lot number fifty-two (52); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line, the whole width of lot number fifty-two (52) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and twenty feet to the South of the King's Highway and on the East line of the said lot starting from a point situated six hundred and ninety-three feet also to the South of the said Road, the said strip of land measuring three hundred and thirty-nine feet in length in its median line and being bounded to the North and to the South by the residue of said lot number fifty-two (52); to the West by lot number fifty-nine (59) and to the East by lot number fifty (50); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the West half of lot number fifty (50) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, said strip to be measured in depth on the West line of the said half starting from a point situated six hundred and ninety-three feet to the South of the King's Highway, and on the East line starting from a point situated seven hundred and twenty-two feet also to the South of the said Road, said strip measuring two hundred and ninety-three feet in length in its median line and being bounded to the North and to the South by the residue of the said half of said lot number fifty (50); to the East by the East half of said lot number fifty (50) and to the West by lot number fifty-two (52); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the East half of lot number fifty (50) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to

be measured in depth, starting from two points; first, on the West line and the other on the East line of the said half, these two points being each situated seven hundred and twenty-two feet to the South of the King's Highway, the said strip of land measuring three hundred and seven feet in length in its median line, and being bounded to the North and to the South by the residue of the said half of lot number fifty (50) and to the West by the West half of said lot number fifty (50) and to the East by lot number forty-five (45); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number forty-five (45) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated seven hundred and twenty-two feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and sixty-seven feet also to the South of the said Road, the said strip of land measuring three hundred and ninety-six feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number forty-five (45); to the West by the West part of lot number fifty (50) and to the East by lot number thirty-eight (38); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet being a part of lot number thirty-eight (38) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land starting from a point situated on the South line of the said lot about seven hundred and sixty-seven feet to the South of the King's Highway, thence continuing in a straight line towards the North-East a distance of one hundred and five feet on the North line and one hundred and fifty feet on the South line of the said strip, and thence in a curve of a radius of five hundred feet to meet the East line of said lot number thirty-eight (38) at a point situated seven hundred and twenty feet to the South of the said King's Highway, and thence the said strip continues up to the said King's Highway, following continuously the said East line of said lot number thirty-eight (38), the said strip containing in length one thousand two hundred and thirty-five feet in its North line and one thousand four hundred and seventeen feet in its South line, the said strip being bounded to the North and to the South and to the West by the residue of said lot number thirty-eight (38) and to the East by lot number thirty-seven (37); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet being

a portion of lot number thirty-nine (39) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth starting from the East line of the said lot number thirty-nine (39) and measuring in length six hundred and three feet in its West line, starting from the King's Highway and four hundred and thirty-seven feet in its East line also measuring from the said Road, the said strip being bounded to the North and to the West by the residue of said lot number thirty-nine (39); to the South by the King's Highway and to the East by lot number thirty-seven (37) of the aforesaid Official Plan and Book of Reference,

A certain piece of land of irregular form situate in the Parish of Sault-au-Recollet, in the County of Hochelaga, and forming part of lot number thirty-eight (38) on the Official Plan and Book of Reference of the said Parish of Sault-au-Recollet and more particularly described as follows: Commencing at a point on the Southern line of a strip of land belonging and forming the right of way of the said Company and forming part of the aforesaid lot number thirty eight (38) at a distance of one hundred and fifty feet from the West line of said lot number thirty-eight, and from there towards the North-East in a straight line following the prolongation of the Southern line of the said right of passage across lots forty-five and fifty on the said Official Plan and Book of Reference for a distance of two hundred and forty feet, English measure, more or less, to a point distant about fifty feet from the East line of the said lot number thirty-eight, measured at a right angle, from there towards the South parallel to the East line of said lot for a distance of two hundred and ninety-one feet, more or less; from the latter point at a right angle to the North-East for a distance of fifty feet, more or less, to the Eastern line of said lot number thirty-eight; from there to the North West along the Eastern line of lot number thirty-eight for a distance of six hundred and twelve feet, more or less, to the place where the South-East line of the said right of passage joins the Eastern boundary of the said lot number thirty-eight about seven hundred and twenty-feet from the Southern boundary of the public road; from this latter point toward the South along the South Eastern boundary of the said right of passage to the point of departure and containing thirty thousand one hundred feet in superficies the whole as appears by plan of the said line annexed to deed of sale from Alphonse Pigeon to Montreal Park and Island Railway Company passed before L. A. Dumesnil, on July 16th, 1909.

NEW SHOPS

That certain farm in the St. Denis Ward of the City of Montreal, forming the greater portion of the lot known and designated as number three hundred and forty (340) on the Official Plan and Book of Reference of the Parish of St. Laurent, containing about seventy-five arpents in superficies more or less without warranty as to precise measurement, and bounded, said part in front to the South-East partly by the public road, and partly by the portion of the same official lot hereinafter described, in rear by the North-West line of the Parish of St. Laurent, on one side to the North-East by official lots three hundred and fourteen to three hundred and thirty-seven, both inclusive, part of official lot three hundred and thirty-eight, and by the said portion of said official lot three hundred and forty hereinafter described, and on the other side to the South-West by official lots three hundred and forty-one and three hundred and forty-two of said Parish.

With the buildings thereon erected.

The portion of said official lot three hundred and forty hereby sold is the whole of said lot after deducting a small L. shaped portion thereof at the East corner lying to the North-West and South-West of lot three hundred and thirty-nine of said Plan and Book of Reference; which said deducted portion of lot three hundred and forty and the whole of said lot three hundred and thirty-nine, together form an emplacement presently in the possession of one Lagacé and containing a width of forty-two feet in front and forty feet in rear, by a depth of forty-four feet from front to rear on a line drawn through the middle of said emplacement and bounded in front by the public road, in rear and on one side to the South-West by the portion of said lot three hundred and forty hereby sold and on the other side to the North-East by official lot three hundred and thirty-eight.

MAISONNEUVE LINE

All the Company's right, title and interest in and to a certain agreement between the Montreal Park and Island Railway Company and the St. Lawrence Construction Company, Limited, passed before Victor Morin N.P., on the 23rd day of December, 1908, and more particularly but not so as to limit the generality of the foregoing, the exclusive right of constructing and operating in perpetuity a line of surface street railway propelled by electricity or other motive power which it might have in operation in the City of Montreal, with one or two tracks, as the said Company may from time to time elect, and all appurtenances thereof, including poles

and sidings, if the Company at any time so desires, for the transportation of passengers, mails, freight or other property and for such other purposes as the business of the Company may require in the streets, parts of streets or part of lots herein-after mentioned, to wit:

1st. In a portion of a projected street being part of the lot number one (P of No. 1) of the subdivision of lot number one hundred and eighty-three (183) on the Official Plan of the Village of Cote Visitation, containing one hundred feet in width, by thirty feet in depth, the whole English measure and more or less, bounded to the North-West by that part of Avenue Pie IX., bearing the number two hundred and fifty-one (No. 251) of the said subdivision, to the South-East by the part of the said Avenue Pie IX., situate in the Town of Maisonneuve, and on both sides by other parts of the said lot number one of the said subdivision.

2nd. In that portion of Masson Street, being a part of lot number three hundred and forty-six (P. of No. 346) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by sixty feet in depth, the whole English measure and more or less, bounded to the North-West by the part of said Avenue Pie IX., bearing the number six hundred and ten (No. 610) of the said subdivision, to the South-East by the part of the said Avenue Pie IX. bearing the number two hundred and fifty-one (No. 251) of the said subdivision, and on both sides by other parts of said lot number three hundred and forty-six of the said subdivision.

3rd. In that portion of Dandurand Street, being a part of lot number seven hundred and four (pt. of No. 704) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by sixty feet, the whole English measure and more or less, bounded to the North-West by the part of said Avenue Pie IX bearing the number nine hundred and eighty-one (No. 981) of the said subdivision, to the South-East by part of said Avenue Pie IX bearing the number six hundred and ten (No. 610) of the said subdivision and on both sides by other parts of said lot number seven hundred and four of the said subdivision.

4th. In that portion of said Avenue Pie IX extending from the piece of land hereinabove firstly described to the piece of land hereinabove secondly described, containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less, being lot number two hundred and fifty-one (No.251) of the subdivision of said lot number one hundred and eighty-three (183).

5th. In that portion of said Avenue Pie IX, extending from Masson Street to Dandurand Street, containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less being lot number six hundred and ten (No. 610) of the subdivision of said lot number one hundred and eighty-three (183).

6th. In that portion of said Avenue Pie IX, extending from Dandurand Street to that portion of the Chemin de la Cote Visitation, bearing the number one thousand and sixty-seven (No. 1067) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less, being lot number nine hundred and eighty-one (No. 981) of the said subdivision of lot number one hundred and eighty-three.

The whole subject to the terms and conditions in the said deed stipulated.

III

DESCRIPTION OF PROPERTY FORMERLY OWNED BY PUBLIC SERVICE CORPORATION

POWER HOUSE PROPERTIES.

FIRST.—Two pieces of land in the Hochelaga Ward of the City of Montreal, forming part of the lot known on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and forty-eight (148); of which the one is bounded in front to the South-East by Notre Dame Street, in rear to the North-West by St. Catherine Street, on the North-East side by Official Lot number one hundred and forty-nine and on the South-West side by Gale Avenue, or St. Raymond Street; and of which the other piece is bounded towards the South-East by St. Catherine Street, to the West by the property of the Canadian Pacific Railway Company, to the South-West by said Gale Avenue or St. Raymond Street, and on the North-East side by Official lot number one hundred and forty-nine.

With all the rights of the Company in the Railway siding connecting the said two pieces of land. And with all the rights of passage granted by the City of Montreal to the said property by Deed of Concession in favor of Antoine Leonidas

Hurtubise before O. Marin, Notary, on the twenty-seventh of November, eighteen hundred and ninety-three.

The said two pieces of land comprise the whole of the lots known on the official subdivision of the said lot number one hundred and forty-eight as numbers eight-five (148—85), eighty-six (148—86), eighty-seven (148—87), eighty-eight (148—88), eighty-nine (148—89), ninety (148—90), ninety-one (148—91), ninety-two (148—92), ninety-three (148—93), ninety-four (148—94), ninety-five (148—95), ninety-six (148—96), ninety-seven (148—97), ninety-eight (148—98), ninety-nine (148—99), one hundred (148—100), one hundred and one (148—101), one hundred and two (148—102), one hundred and three (148—103), one hundred and four (148—104), one hundred and five (148—105), one hundred and six (148—106), one hundred and seven (148—107), one hundred and eight (148—108), one hundred and nine (148—109), one hundred and ten (148—110), one hundred and eleven (148—111), one hundred and twelve (148—112), one hundred and thirteen (148—113), one hundred and fourteen (148—114), one hundred and fifteen (148—115), one hundred and sixteen (148—116), one hundred and seventeen (148—117), one hundred and eighteen (148—118), and one hundred and nineteen (148—119), and of those parts of subdivisions eighty-four (148—84), one hundred and ninety-eight (148—198), two hundred and fifty-eight (148—258), two hundred and fifty-nine (148—259), two hundred and sixty (148—260), two hundred and sixty-one (148—261), two hundred and sixty-two (148—262), two hundred and sixty-three (148—263), and two hundred and sixty-eight (148—268), not sold by Henry Hogan and his auteurs to the Government of the Province of Quebec.

Deduction to be made from the above described property:

1. Of a strip of land sixty feet in width comprising parts of subdivisions eighty-four, eighty-five, eighty-six, eighty-seven, eighty-eight, eighty-nine, ninety, ninety-one, ninety-two, ninety-three, ninety-four, one hundred and fourteen, and one hundred and nineteen of the said official lot number one hundred and forty-eight, now forming part of St. Catherine Street.

2. Of those portions of subdivisions one hundred and six, one hundred and seven, one hundred and eight, one hundred and nine, one hundred and ten, one hundred and eleven, one hundred and twelve, one hundred and thirteen, one hundred and fourteen, one hundred and fifteen, one hundred and sixteen and one hundred and seventeen of the said official lot number one hundred and forty-eight, containing an area of eleven thousand two hundred and thirty-five English feet, which now forms part of Notre Dame Street.

SECOND.—A piece of land in the Hochelaga Ward of the City of Montreal, known on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and fifty-one (151), being the land acquired by the late Sir Hugh Allan from the Honourable Samuel Gale by deed executed before J. Belle, Notary, on the fifteenth of January, eighteen hundred and fifty-six; Deduction to be made therefrom of the portion of the said property sold by the said Sir Hugh Allan to the Harbour Commissioners of Montreal, by deed before I. J. Gibb and colleague, Notaries, on the thirteenth day of February, eighteen hundred and fifty-six the residue being approximately shown upon the Plan made by Joseph Rielle, P.L.S., annexed to the said Public Service Corporation's Deed of Acquisition of the property and being bounded toward the North-West by Notre Dame Street and partly by the Ramp belonging to the Harbour Commissioners and acquired under the deed before mentioned, to the South-East by the Harbour Limits, to the South-West by the property of the Dominion Coal Company, and to the North-East by the said Ramp.

THIRD.—An emplacement fronting on Notre Dame Street in the Hochelaga Ward of the City of Montreal, containing a superficial area of nineteen thousand six hundred and fifty feet, English measure and more or less, and composed of portions of subdivisions fifty, fifty-one, fifty-two, fifty-three, fifty-four, fifty-five and fifty-six of lot number one hundred and forty-eight, of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga. The said portions of each of the said subdivisions is bounded in front to the South-East by a portion of the same subdivision expropriated for the widening of Notre Dame Street, and to the North-West by subdivision number fifty-seven (148—57); the said portion of subdivision fifty is bounded to the South-West by another portion of said subdivision lot number fifty (148—50) and to the North-East by subdivision fifty-one; the said portion of subdivision fifty-one is bounded to the South-West by subdivision fifty and to the North-East by subdivision fifty-two, the said portion of subdivision fifty-two is bounded to the South-West by subdivision fifty one and to the North-East by subdivision fifty-three; the said portion of subdivision fifty-three is bounded to the South-West by subdivision fifty-two and to the North-East by subdivision fifty-four; the said portion of subdivision fifty-four is bounded to the South-West by subdivision fifty-three and to the North-East by subdivision fifty-five; the said portion of subdivision fifty-five is bounded to the South-West by subdivision fifty-four and to the North-East by subdivision fifty-six, the said portion of subdivision fifty-six is bounded

to the South-West by subdivision fifty-five and to the North-East by St. Raymond Street.

FOURTH.—An emplacement fronting on St. Raymond Street in the said Hochelaga Ward, containing a superficial area of eighteen thousand nine hundred and thirty-five feet English measure and more or less, and composed of a portion of subdivisions sixty-three, sixty-four, sixty-five and sixty-six, the whole of subdivisions sixty-seven, sixty-eight, sixty-nine and seventy, and a portion of subdivisions seventy-one and seventy-two of said lot number one hundred and forty-eight of the said Official Plan and Book of Reference; the said portion of subdivision sixty-three is of a triangular figure and is bounded to the South by the remainder of the same subdivision, to the North-West by the said portion of subdivision sixty-four and to the South-East by subdivision sixty-five; the said portion of subdivision sixty-four is bounded to the South-East by subdivision sixty-three, to the South-West by another portion of subdivision sixty-four, to the North-West by the portion of subdivision sixty-four, expropriated for the opening of St. Catherine Street, and to the North-East by subdivision sixty-five; the said portion of subdivision sixty-five is of irregular figure and is bounded to the North-West by the portion of the same subdivision expropriated for the opening of St. Catherine Street to the South-West by subdivisions sixty-three and sixty-four to the South by the remainder of said subdivision sixty-five and to the North-East by subdivisions sixty-six to seventy-one both inclusive; the said portion of subdivision sixty-six is bounded to the North-East by St. Raymond Street, to the South-West partly by subdivision sixty-five, and partly by the remainder of said subdivision sixty-six, to the South-East by subdivision fifty-seven and to the North-West by subdivision sixty-seven; the said portion of subdivision seventy-one is bounded to the North-East by St. Raymond Street, to the South-West by subdivision sixty-five, to the West by the portion of said subdivision seventy-one expropriated for the opening of St. Catherine Street and to the North-West by subdivision seventy-two; the said portion of subdivision seventy-two is of triangular figure and is bounded to the North-East by St. Raymond Street, to the South-East by subdivision seventy-one and to the North-West by the portion of subdivision seventy-two expropriated for the opening of St. Catherine Street.

FIFTH.—An emplacement fronting on St. Catherine Street in the said Hochelaga Ward, containing a superficial area of three thousand nine hundred and seventy-five feet, English measure and more or less, and composed of a portion of sub-

divisions eighty, eighty-one and eighty-two of said lot number one hundred and forty-eight of the said Official Plan and Book of Reference; the said portion of each of the said subdivisions is bounded to the South-East by St. Catherine Street and to the West by a portion of the same lot belonging to the Canadian Pacific Railway; and the said portion of subdivision eighty is bounded to the South-West by subdivision seventy-nine and to the North-East by subdivision eighty-one; the said portion of subdivision eighty-one is bounded to the South-West by subdivision eighty and to the North-East by subdivision eighty-two; and the said portion of subdivision eighty-two is bounded to the South-West by subdivision eighty-one and to the North-East by St. Raymond Street.

Together with such rights of ownership or otherwise as the said Company may actually have in and to subdivision number fifty-seven of said lot number one hundred and forty-eight but without prejudice to any rights belonging to third persons therein.

SIXTH.—An emplacement in the Hochelaga Ward of the City of Montreal, composed of the North-East portion of subdivision number forty-nine and of the South-West portion of subdivision number fifty of lot number one hundred and forty-eight of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga (148—N.E. pt. 49 and 148—S.W. pt. 50).

The said North-East portion of said subdivision number forty-nine contains eleven feet six inches in width by ninety-eight feet six inches in depth and is bounded in front to the South-East by the portion of the same subdivision expropriated for the widening of Notre Dame Street in rear by a lane being subdivision fifty-seven of said lot one hundred and forty-eight on one side to the North-East by said subdivision fifty (148—50) and on the other side to the North-West by the remainder of said subdivision forty-nine. And the said South-West portion of said subdivision number fifty contains a width of fourteen feet six inches by a depth of ninety-seven feet six inches and is bounded in front to the South-East by the portion of the same subdivision expropriated for the widening of Notre Dame Street in rear by the said lane, on one side to the South-West by the portion hereinbefore described of subdivision number forty-nine and on the other side to the North-East by the remainder of the said subdivision number fifty, the whole emplacement composed as aforesaid, contains a width of twenty-six feet by a depth of ninety-seven feet six inches in the North-East line and ninety-eight feet six inches in the South-West line, and a superficial area of two thousand five hundred and forty-eight feet and is

bounded in front to the South-East by the portions of said subdivisions numbers forty-nine and fifty expropriated for the widening of Notre Dame Street, in rear by the said lane, on one side to the North-East by the remainder of the said subdivision number fifty and on the other side to the South-West by the remainder of the said subdivision forty-nine; and the said emplacement is shown colored Green on the plan prepared by Joseph Rielle, P.L.S., dated the twenty-eighth day of February last (1908) and annexed to a deed of sale from Maurice Nowlan Delisle to the Suburban Tramway and Power Company, passed before J. A. Cameron, N.P., on the 31st of March, 1908.

Together with the powerhouse and all the plant and machinery in and about all the aforesaid properties and the accessories thereof and all other buildings and improvements upon the lands hereinbefore described or any part thereof.

LONGUE POINTE PROPERTY.

1. An emplacement at Beaurivage in the Parish of Longue Pointe, forming part of Subdivision one hundred and thirty-eight (138) of the official subdivisions of lots number three hundred and ninety-seven (397) on the Official Plan and Book of Reference of the Parish of Longue Pointe bounded as follows: At one end by the part of the said subdivision sold to the Corporation of the Town of Longue Pointe by A. E. Abbott, by Deed before J. A. Beauchamp, Notary, on December 9th 1907, registered in the Registry Office of the Couties of Hoche-laga and Jacques Cartier under No. 142229; at the other end by subdivision one hundred and forty-one (141) of the said official lot; on one side by subdivision one hundred and thirty-seven (137) and on the other side by subdivision number one hundred and thirty-nine (139).

2. Another emplacement situate in the same place as that above described forming part of subdivision number one hundred and thirty-nine (139) of the said official lot and bounded said portion as follows: At one end by another part of said subdivision property of the said Parish of Longue Pointe under the aforesaid Deed; at the other end by subdivision number one hundred and forty-one (141); on one side by the portion of subdivision number one hundred and thirty-eight (138) immediately above described, and on the other side by the portion of subdivision number one hundred and forty (140) hereinafter described.

3. Another emplacement situate in the same place, forming part of subdivision number one hundred and forty (140) of the said official lot, said portion being bounded at one end by another part of said subdivision number one hundred and

forty (140), property of said Parish of Longue Pointe under the Deed aforesaid; at the other end by subdivisions one hundred and forty-one (141) and one hundred and fifty-three (153) of the said official lot; on one side by the portion of subdivision number one hundred and thirty-nine (139) immediately hereinabove described, and on the other side by portion of subdivision number one hundred and fifty-four (154) hereinafter described.

4. An emplacement situate in the same place as that above described forming part of subdivision number one hundred and fifty-four (154) of the said official lot, said portion being bounded at one end by another part of said subdivision number one hundred and fifty-four (154) property of said town of Longue Pointe; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot, on one side by the portion of subdivision number one hundred and forty (140) immediately hereinabove described and subdivision one hundred and fifty-three (153) of the said official lot, and on the other side by portion of subdivision one hundred and fifty-five (155) immediately hereinafter described.

5. Another emplacement situate in the same place as that above described, forming part of subdivision number one hundred and fifty-five (155) of the said official lot, said portion being bounded at one end by the property of the Town of Longue Pointe under the aforesaid deed; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot; on one side by part of subdivision number one hundred and fifty-four (154) hereinabove described, and on the other side by part of subdivision number one hundred and fifty-six (156) hereinafter described.

6. Another emplacement situate in the same place as that above described, forming a portion of subdivision number one hundred and fifty-six (156) of the said official lot, said portion being bounded at one end by the portion of subdivision number one hundred and fifty-six (156) belonging to the Town of Longue Pointe under the aforesaid deed; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot; on one side by the portion of subdivision number one hundred and fifty-five hereinabove described and on the other side by subdivision number one hundred and fifty-seven.

7. A piece of land situate in the same place as that above described forming part of subdivision number two hundred and thirty-three (233) of the said official lot, the said portion being bounded at one end by property of said Town under the aforesaid deed; at the other end by subdivision two hundred and thirty-eight (238) of the said official lot; on one side by

subdivision two hundred and thirty-two (232) and on the other side by a portion of subdivision number two hundred and thirty-four (234) hereinafter described.

8. A piece of land situate in the same place as that above described, forming part of subdivision two hundred and thirty-four (234) of said official lot, said portion being bounded at one end by property of said town of Longue Pointe under aforesaid deed; at the other end by subdivision number two hundred and thirty-eight (238) of said official lot; on one side by portion of subdivision number two hundred and thirty-three (233) hereinabove described, and on the other side by subdivision number two hundred and thirty-five (235) hereinafter described.

9. Another emplacement situate in the same place as that above described, forming part of subdivision number two hundred and thirty-five (235) of said official lot, bounded said portion at one end by another of said subdivision, property of the Town of Longue Pointe, under the aforesaid Deed; at the other end by subdivision number two hundred and thirty-eight (238) on the said official plan; on one side by the portion of subdivision number two hundred and thirty-four (234) hereinabove described, and on the other side by part of subdivision number two hundred and thirty-six (236) hereinafter described.

10. An emplacement in the same place as that above described forming part of subdivision number two hundred and thirty-six (236) of said official lot, bounded at one end by part of said subdivision number two hundred and thirty-six (236) belonging to the Town of Longue Pointe under the aforesaid Deed; at the other end by subdivision number two hundred and thirty-eight (238) of the said official lot; on one side by part of subdivision number two hundred and thirty-five (235) hereinabove described, and on the other side by subdivision number three hundred and ninety-eight (398) on the said official plan.

11. All the Company's right, title and interest in subdivisions one hundred and thirty-five (397—135) and two hundred and thirty-two (397—232) of the said official lot.

The whole however, subject to the conditions set forth in the deed of sale from A. E. Abbott of the City of Montreal, to Suburban Tramways and Power Co., passed before H. M. Marler, N.P., on the 5th of February, 1908.

IV

DESCRIPTION OF PROPERTY FORMERLY OWNED
BY MONTREAL TERMINAL RAILWAY COMPANY.

LINE FROM MONTREAL THROUGH LONGUE POINTE AND POINTE
AUX TREMBLES INCLUDING POWER HOUSE AND CHAPELLE
DE LA REPARATION BRANCHES,

All English measure, more or less unless, otherwise stated.

A tract of land, in the Town of Maisonneuve, extending from the South-Westerly limits of said Town to the South-Westerly limits of the Parish of Longue Pointe; which part of the said railway is known and designated on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, under the special number one hundred and eighty-two (182) and comprises an area of six arpents and nineteen perches.

A piece of land in the Parish of Longue Pointe, in the County of Hochelaga, extending from the North-Eastern limits of the Town of Maisonneuve to the South-Western limits of the Parish of Pointe aux Trembles; which part of said Railway is known and designated on the Official Plan and Book of Reference for the Parish of Longue Pointe in the County of Hochelaga under the special number five hundred and six (506) and contains an area of forty-two arpents and fifteen perches.

A piece of land in the Parish of Pointe aux Trembles, in the County of Hochelaga, extending from the South-Western limits of said Parish to the intersection of said Railway with the Montreal Turnpike Trust Road at or near the banks of the River des Prairies, and comprising an area of seventy-two arpents and twenty-five perches, which part of said Railway is known and designated on the Official Plan and Book of Reference for the Parish of Pointe aux Trembles under the special number two hundred and thirty-six (236).

The extension and sidings from the points of its main line, in the Parish of Pointe aux Trembles, to the Power House and car sheds on the bank of the River St. Lawrence, which said extension and sidings and lands are known and designated on the Official Plan and Book of Reference for the said Parish of Pointe aux Trembles under the special number two hundred and thirty-seven (237) and comprise an area of three arpents and fifty perches together with all buildings thereon constructed.

Lots numbers one (1) and one hundred and eighty-seven (187) of the official subdivision of the original lot number two hundred and thirty-five (235) of the Official Plan and Book of Reference for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising the former an area of two hundred and thirty-two thousand one hundred and thirty-eight feet and the latter five thousand three hundred and sixty-two feet respectively, English measure and more or less.

That part of lot number two hundred and thirty-four (234) of the official cadastre for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising an area of about ten arpents and eighty-eight perches, more or less, bounded as follows:—North-Easterly by lots number one (1) and one hundred and eighty-seven (187) of the official subdivision of original lot number two hundred and thirty-five (235) of the official cadastre for the Parish of Pointe aux Trembles, South-Westerly by part of lot number two hundred and thirty-three (233), North-Westerly by River des Prairies, and South-Easterly by the special cadastre number two hundred and thirty-six (236) of the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles.

The North-Westerly part of lot number two hundred and thirty-three (233) of the official cadastre for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising an area of about ten arpents and nineteen perches, more or less, bounded as follows:—North-Easterly by the part lot number two hundred and thirty-four (234), hereinbefore described and by another portion of the same lot, the property of Napoleon Mercier, or his representatives, South-Westerly by the public road between said part of lot number two hundred and thirty-three (233) and lot number two hundred and thirty-two (232) of the same cadastre, North-Westerly by River des Prairies, and South-Easterly by the Montreal Turnpike Trust Road; deduction to be made from the said part of said lot number two hundred and thirty-three (233) presently described of the portion thereof taken for the purposes of the said Railway and hereinbefore transferred.

A strip of land of a width of thirty feet by all the depth there may be extending from the tracks of the Company which cross the lots of land known and designated under the numbers two hundred and eight and two hundred and nine of the official Plan and Book of Reference of the Parish of Pointe aux Trembles as far as a chapel called the Chapel de la Reparation, erected upon the lot number two hundred and eight aforesaid, making a depth of about twenty-four arpents, the said strip of land is made up of the following immoveable properties, to wit:—

1. Of a part of the said lot two hundred and eight, measuring ten feet in width by the depth aforementioned, to be taken on the division line between the lots two hundred and eight and two hundred and nine, aforesaid.

2. Of part of the aforesaid lot two hundred and nine, measuring twenty feet in width by the entire depth aforementioned to be taken upon the length of the same line of division, also ground taken from the aforesaid lots numbers two hundred and eight and two hundred and nine for the curves to join the existing tracks of the company, extending East and West, with the strip of land hereinabove described and a piece of land to be taken near the said chapel de la Reparation upon the aforesaid lot number two hundred and eight to establish a curve towards the West for the purpose of the railway for which the above described land is acquired, the whole as acquired by the Company by deed of sale from A. Brisset executed before Paquet, N.P., on the 4th day of May, 1900, and subject to all the terms and conditions therein stipulated.

Deducting, however, from the property hereinbefore described, part of the above described property sold by the Company to the Chateauguay and Northern Railway by deed passed before R. A. Dunton, N.P., on the 26th of June, 1902, which part of said property so sold to the Chateauguay and Northern Railway Company is described as follows:

FIRST.—That certain tract or parcel of land forming the South-Easterly part of lot number five hundred and six, of the Official Plan and Book of Reference of the Parish of Longue Pointe extending from the Eastern limit of the Town of Maisonneuve to the Western limit of the Parish of Pointe aux Trembles and divided from the North-Westerly part of said lot number five hundred and six by a line parallel to the NorthWestern boundary of said lot and forty feet distant therefrom; bounded North-Westerly by the North-Westerly residue of said lot number five hundred and six the property of the Company; North-Easterly by lot number two hundred and thirty-six (236) of the Official Plan and Book of Reference of the Parish of Pointe aux Trembles; and South-Westerly by lot number one hundred and eighty-two of the official cadastre of the Incorporated Village of Hochelaga, South-Easterly by the South-Easterly parts of lots number five, eight, nine, fifteen, twenty, twenty-one, twenty-six, twenty-eight, twenty-nine, thirty-four, thirty-five, thirty-eight, forty, forty-one, forty-two, one hundred and eighty-four, three hundred and twenty-five, three hundred and twenty-six, three hundred and twenty-seven, three hundred and thirty-one, three hundred and thirty-two, three hundred and thirty-five, three hundred and thirty-seven, three hundred and eighty-nine, three hundred and ninety, three hundred and

ninety-one, three hundred and ninety-four, three hundred and ninety-five, three hundred and ninety-six, three hundred and ninety-seven, three hundred and ninety-eight, three hundred and ninety-nine, four hundred, four hundred and one, four hundred and three, four hundred and four, four hundred and five, four hundred and six, four hundred and seven, four hundred and eight and four hundred and nine, of the Official Plan and Book of Reference of the said Parish of Longue Pointe.

SECOND.—That certain tract or parcel of land in the Parish of Pointe aux Trembles consisting of that part of lot number two hundred and thirty-six on the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles, extending from the division line between said Parish of Pointe aux Trembles and the Parish of Longue Pointe to the division line between lots numbers two hundred and twenty-eight and two hundred and twenty-nine, of the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles and divided from the North-Westerly part of said lot number two hundred and thirty-six, by a line drawn parallel to and forty feet distant from the North-Western boundary of said lot number two hundred and thirty-six, bounded towards the North-East by the North-Easterly residue of said lot number two hundred and thirty-six, South-Westerly by lot number five hundred and six of the Official Plan and Book of Reference of the Parish of Longue Pointe; North-Westerly residue of said part of said lot number two hundred and thirty-six the property of the Company towards the South-East by the Southerly parts of lots numbers seventy, seventy-two, seventy-three, seventy-four, seventy-five, seventy-six, seventy-seven and seventy-eight, seventy-nine, eighty, eighty-one, eighty-two, eighty-three, eighty-four, eighty-five, eighty-six, eighty-seven, eighty-eight, ninety, ninety-two, ninety-three, one hundred, one hundred and one, one hundred and eight, one hundred and nine, one hundred and twenty-one, one hundred and seventy-four, one hundred and seventy-seven, one hundred and eighty, one hundred and eighty-one, one hundred and eighty-two, one hundred and eighty-four, one hundred and eighty-five, one hundred and eighty-six, one hundred and ninety, one hundred and ninety-one, one hundred and ninety-five, one hundred and ninety-six, one hundred and ninety-seven, one hundred and ninety-eight, one hundred and ninety-nine, two hundred, two hundred and two, two hundred and three, two hundred and four, two hundred and five, two hundred and six, two hundred and seven, two hundred and eight, two hundred and nine, two hundred and ten, two hundred and eleven, two hundred and twelve, two hundred and thirteen, two hundred and

fourteen, two hundred and fifteen two hundred and sixteen, two hundred and seventeen, two hundred and eighteen, two hundred and twenty-two, two hundred and twenty-four, two hundred and twenty-five, two hundred and twenty-six, two hundred and twenty-seven, two hundred and twenty-eight, save and except that part of the above described tract of land comprising the continuation of lot number two hundred and thirty-seven of the width of forty feet, twenty feet on each side of the centre line of the Railway of the Company, presently constructed thereon between the North-Western boundary of said lot number two hundred and thirty seven and the North-Western boundary of the parcel of land above described.

All measures being English and more or less.

THIRD.—That certain tract of land consisting of the South-Easterly part of lot number one hundred and eighty-two on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga situate in the Town of Maisonneuve and extending from the Easterly limit of the City of Montreal to the Westerly limit of the Parish of Longue Pointe, and being divided from the North-Western part of said lot number one hundred and eighty-two by a line commencing at a point on the division line between the City of Montreal and the Town of Maisonneuve, distant one hundred and thirty-four feet from the North-Western boundary of Ontario Street, thence continuing in a North-Easterly direction parallel to and fourteen feet distant from the North-Western boundary of said lot number one hundred and eighty-two across the whole width of lot number eighteen of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga to a point on the division line between said lot number eighteen and lot number one hundred and eight of the subdivision of original lot number seventeen of the same cadastre, distant thirty-four feet (more or less) from the intersection of the line dividing lots numbers one hundred and nine and one hundred and ten of said original lot number seventeen and said lot number eighteen thence continuing in a North-Easterly direction by a slightly curved line to the right, to a point on the South-Westerly boundary of Jeanne d'Arc Avenue in the said Town of Maisonneuve, distant fourteen feet in a South-Easterly direction from the division line between said lot number one hundred and eighty-two (182) and lot number one hundred and ten (110) of the subdivision of original lot number seventeen; thence continuing in a North-Easterly direction by a slightly curved line to the left, to a point on the South-Western boundary of Pius 9th Avenue, distant fourteen feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-

Easterly direction parallel to the North-Westerly boundary of said lot number one hundred and eighty-two and fourteen feet distant therefrom to a point on the South-Western boundary of Fifth Avenue in said Town of Maisonneuve distant fourteen feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-Easterly direction to a point on the South-Western boundary of First Avenue in said Town of Maisonneuve, distant fourteen feet measured South-Easterly from the North-Westerly boundary of said lot number one hundred and eighty-two which said line from Fifth Avenue to First Avenue shall intersect the South-Western boundaries of Fourth Third and Second Avenues in said Town of Maisonneuve at points fourteen feet respectively distant thereon measured in as South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-Easterly direction to a point on the division line between the Town of Maisonneuve and the Westerly limit of the Parish of Longue Pointe, distant thirty-seven and a half feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two, which said tract of land is bounded as follows: North-Westerly by the residue of said lot number one hundred and eighty-two, the property of the Company; North-Easterly by lot number five hundred and six of the Official Plan and Book of Reference of the Parish of Longue Pointe, South-Westerly by lot number one hundred and eighty-two of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga; South-Easterly by the South-Easterly part of lot number eighteen, lot number one hundred and six on the subdivision plan of lot number seventeen, lots numbers three hundred and twenty-four, three hundred and fifty-five, three hundred and sixty-one, three hundred and eighty, three hundred and seventy-four, four hundred and eleven, and four hundred and forty on the subdivision plan of lot number fourteen; lots numbers four hundred and seventy, four hundred and fifty-five, four hundred and twenty-five, four hundred and forty, three hundred and ninety-seven, three hundred and sixty-seven and three hundred and eighty-two of the subdivision of original lot number eight, the Southerly parts of lots number seven, three and four, lots numbers eight hundred and ninety-eight, two hundred and fourteen, one hundred and ninety-four and one hundred and eighty-four of the subdivision of original lot number two, lots numbers one thousand and eight, nine hundred and eighty-seven, nine hundred and seventy-eight, two hundred and eighteen, one hundred and ninety-six, and one hundred and eighty-eight on the

subdivision plan of lot number one-A and lots numbers six hundred and twenty-five, six hundred and one, five hundred and ninety-four and one hundred and ten, on the subdivision plan of lot number one, all of the official cadastre of the Incorporated Village of Hochelaga now forming part of the town of Maisonneuve.

And also deducting from the said property hereinbefore described, that part of the property sold by the Montreal Terminal Railway Company to the Canadian Northern Quebec Railway Company by deed passed before R. A. Dunton, N.P., on the 31st of August, 1910, described as follows, namely:

That tract or parcel of land consisting of the North-Westerly part of lot number one hundred and eighty-two (182) of the official cadastre of the Incorporated Village of Hochelaga, extending from the Easterly limit of the City of Montreal, to Desjardins Street, in the Town of Maisonneuve and enclosed by a line commencing at a point on the division line between the City of Montreal and the Town of Maisonneuve, distant one hundred and thirty-four feet measured in a North-Westerly direction from the North-Western boundary of Ontario Street; thence continuing in a Northerly and North-Easterly direction parallel to and fourteen feet distant from the North-Western boundary of said lot number one hundred and eighty-two (182) across the whole width of lot number eighteen (18) of the cadastre of the said Incorporated Village of Hochelaga to a point on the division line between said lot number eighteen (18) and original lot number seventeen (17) of the cadastre of the Incorporated Village of Hochelaga, distant thirty-four feet, more or less, measured in a South-Easterly direction from the intersection of the division line between said lot number one hundred and ten (110) and lot number one hundred and nine on the subdivision plan of lot number seventeen and said lot number eighteen of the said cadastre of the said Incorporated Village of Hochelaga, thence, continuing in a North-Easterly direction by a slightly curved line to the right to a point on the South-Western boundary of Jeanne d'Arc Avenue, in the Town of Maisonneuve distant fourteen feet measured in a South-Easterly direction from the division line between said lot number one hundred and eighty-two (182) and lot number one hundred and ten (110) of the subdivision of original lot number seventeen (17) of the said cadastre of the Incorporated Village of Hochelaga; thence continuing in a North-Easterly direction by a slightly curved line to the left to a point on the South-Western boundary of Pie Neuf Avenue distant fourteen feet measured South-Easterly from the North-Western boundary of said lot number one hundred and eighty-two (182) thence continuing in a North-Easterly direction parallel to the North-Western bound-

ary of said lot number one hundred and eighty-two (182) and fourteen feet distant therefrom to a point on the South-Western boundary of Desjardins Street, in the said Town of Maisonneuve, which said tract of land is bounded as follows:—South-Easterly by the residue of that part of said lot number one hundred and eighty-two, the property of the Chateauguay and Northern Railway Company, North-Easterly by Lasalle Avenue, in the Town of Maisonneuve South-Westerly by part of lot number one hundred and eighty-three of the cadastre of the Incorporated Village of Hochelaga North-Westerly by lot number eighteen of the cadastre of the Incorporated Village of Hochelaga, lot number one hundred and ten of the subdivision of original lot number seventeen, lots numbers three hundred and twenty-eight, the North-Western half of three hundred and fifty-three, the North-Western half of three hundred and eighty-two and lot number four hundred and seven of the official subdivision of original lot number fourteen (14) of the cadastre of the Incorporated Village of Hochelaga.

ONTARIO AND VALOIS AVENUE POWER HOUSE.

The lots of land known and described as numbers five hundred and ninety-one (591), five hundred and ninety-two (592) five hundred and ninety-three (593) and five hundred and ninety-four (594), of the official subdivision of the lot known as number twenty-two (22), on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, bounded in front by Valois Avenue, and in rear by a lane bearing number six hundred and seventeen (617) of the said subdivision.

All the rights of ownership and property or other rights which the Company has or may have in, to and upon that part of the lot known as number five hundred and ninety (590), of the official subdivision of the said lot number twenty-two (22) which has been left and detached to form a lane, according to the terms mentioned in a deed of sale consented by Joseph Haynes to The Chateauguay and Northern Railway Company, executed before P. Mainville, Notary, at Montreal, on the seventeenth day of April, eighteen hundred and ninety-seven, registered at the registry office for the Counties of Hochelaga and Jacques Cartier, on the twenty-fourth day of the same month and year under No. 66938.

Which part of said lot number five hundred and ninety contains fifteen feet in width by the whole depth of the said lot number five hundred and ninety (590), and is bounded as follows, in front by said Valois Avenue, in rear by said lot number six hundred and seventeen (617); on one side by said lot number

five hundred and ninety-one (591) and on the other side by the remainder of the said lot number five hundred and ninety (590).

All that part of the said lane known as number six hundred and seventeen (617) of the said official subdivision of the said lot number twenty-two (22) situate in rear and being adjacent to the lots and portion of lots hereinbefore mentioned, containing about one hundred feet in length, by the whole width of the said lane and being bounded on one side by the hereinabove described and presently sold lots and portion of lot and on the other side by the property belonging to the Estate Bourbonniere or representatives, at one end by that portion of the said lot number six hundred and seventeen sold by the said Haynes to The Chateauguay and Northern Railway Company, by the deed of sale hereinabove mentioned and dated the seventeenth day of April eighteen hundred and ninety-seven, and at the other end, by the remainder of the said lot number six hundred and seventeen.

From which is detached a portion of the said lot number five hundred and ninety-four, next to the lot number five hundred and ninety-five, of the official subdivision of the said lot number twenty-two containing fifteen feet in width by the whole depth of the said lot number five hundred and ninety-four (594), bounded in front by Valois Avenue, in rear by the said lane number six hundred and seventeen, on one side by the said lot number five hundred and ninety-five (595) and on the other side by the remainder of the said lot number five hundred and ninety-four (594), left as a lane for the perpetual use in common of the parties having right thereto, and of the said purchaser and their respective representatives, to replace the lane above mentioned, heretofore forming part of the said lot number five hundred and ninety.

DAVIDSON AND DUQUETTE STREET PROPERTY.

The lots of land known and described as numbers three hundred and eighty-six (386), three hundred and eighty-seven, (387), three hundred and eighty-eight (388), and three hundred and eight-nine (389) of the Official subdivision of the lot known as number twenty-nine (29) on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga;

With the perpetual right of passage with all others that it may appertain to in the lane known as lot number three hundred and ninety (390) of the said official subdivision of lot number twenty-nine (29), in keeping the same in common with them clear in all seasons of the year, and also the right by the said Company of laying the tracks of its railway and

of using the same across a portion of the lane opposite the presently sold lots of land, without any obstructions that would prevent the use of the said lane by parties having or who may hereafter have the use of the same.

With all and every the members and appurtenances thereunto belonging.

The whole subject to the conditions set out in a deed of sale from the Montreal Land and Improvement Company to the Montreal Island Belt Line Railway Company, passed before C. E. Leclerc, N.P., on the 25th of July, 1899.

FORSYTH STREET RIGHT OF WAY.

The right to construct and operate a railway service on a strip of land containing sixty feet in width, English measure, more or less, by a length of three hundred and sixty-four feet English measure, also more or less, a portion of which forms part of the street shown upon the present homologated plan of the Hochelaga Ward of the City of Montreal as Forsythe Street projected, between the lot number fifty—one hundred and sixty-five (50—165) and the street shown upon the said homologated plan as Davidson Street and the other portion of which strip of land forms also part of that portion of said Forsythe Street which intersects said Davidson Street; the whole of said strip of land forming part of the lot known as number thirty (30) upon the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, being bounded as follows:—At one end by the number 50—165, and the other end by a portion of the lot known as number four hundred and thirty-one *a*, (431a) of the official subdivision of the lot number twenty-nine (29) on the said Official Plan and Book of Reference, being part of said Davidson Street, and on both sides by other portions of the said lot number thirty (30). Together with the right to place and maintain thereon and therein all conduits, poles, rails, wires and such other apparatus of whatever nature as may be necessary or expedient for the said Company, their successors and assigns, in order to construct and operate said railway or in connection with the construction and operation thereof, along the said street, with exclusive right of way for the cars of the said company, their successors and assigns, a special servitude for the purpose above mentioned having been constituted in the said street in favor of the said company, their successors and assigns, in, upon, and over the land covered by the said street within the limits above described.

The whole, however, subject to the restriction placed thereon by deed of sale from Maurice Nowlan Delisle and others to Montreal Terminal Railway Company, passed before C. E. Leclerc, N.P., on the 20th day of November, 1908.

MONTREAL CITY RIGHT OF WAY PROPERTIES.

A portion of the property known and designated on the Official Plan and Book of Reference of the St. Louis Ward in the City of Montreal, as lot number seven hundred and fifty-seven (757), which portion of lot may be described as follows, to wit:

“Consisting of the Westerly corner of lot number seven hundred and fifty-seven (757) on the Official Plan and Book of Reference of St. Louis Ward in the City of Montreal, bounded as follows:

Commencing at the Easterly corner of St. Norbert and Cadieux Streets, thence South-Easterly along the North-Easterly boundary of Cadieux Street, a distance of fifty-nine feet four inches, more or less, to the intersection of the division line between the property of the Montreal Loan & Mortgage Company, or representatives and that part of said lot number seven hundred and fifty-seven (757) hitherto the property in possession of William Labrecque; thence North-Easterly along the division line between the property of the Montreal Loan & Mortgage Company, and that hitherto the property in possession of William Labrecque, a distance of thirty feet; thence North-Westerly and at right angles to the last mentioned line, a distance of twenty two feet; thence South-Westerly at right angles to the last mentioned line, a distance of seven feet nine inches; thence North-Westerly forty-four feet, more or less, to a point on the South-Easterly side of St. Norbert Street, distant thirteen feet from the Easterly corner of Cadieux and St. Norbert Streets, thence South-Westerly along St. Norbert Street to the place of beginning and comprising an area of thirteen hundred and twenty-four square feet, more or less, including the buildings thereon constructed. Further bounded as follows: “North-Westerly by St. Norbert Street; South-Westerly by Cadieux Street; South-Easterly by part of lot number seven hundred and fifty-seven (757), the property hitherto the property in possession of William Labrecque; and North-Easterly by the North-Easterly residue of said lot number seven hundred and fifty-seven (757). The whole as selected and laid out for the purposes of its railway by the said Montreal Terminus Railway Company.

That certain lot of land situated in the St. Louis Ward of the City of Montreal, being the South-East portion of the lot known and designated by the number seven hundred and fifty-nine (759) on the Official Plan and Book of Reference of said St. Louis Ward, containing thirty-eight feet six inches in width in front on City Hall Avenue, formerly German Street and forty-two feet in width in rear by one hundred feet

in depth, more or less. Bounded, in front by City Hall Avenue, in rear by part of lot number seven hundred and fifty-eight (758) on said official plan, on one side by lot number seven hundred and sixty, and on the other side by the remainder of said lot seven hundred and fifty-nine. (759). With the buildings thereon erected.

The whole subject to the restrictions and conditions set forth in a deed of sale from Thomas Haugh to the Montreal Terminal Railway Company, passed before R. A. Dunton, N.P., on the 12th day of November, 1902.

That certain lot of land fronting on Cadieux Street in the St. Louis Ward of the said City of Montreal, known and designated by the number seven hundred and fifty-eight (758) on the Official Plan and Book of Reference of said Ward containing eighty-five feet four inches in width in front, eighty-three feet six inches in width in rear by one hundred and eighty feet nine inches in depth and a superficial area of nine thousand one hundred and eighty feet, more or less.

A lot of land or emplacement situate on the North-East side of Cadieux Street measuring twenty-five feet in width by about seventy-five feet in depth, English measure, and comprising;

FIRST.—The South-East portion of the lot known as number seven hundred and fifty-seven (757) of the Official Plan and Book of Reference of St. Louis Ward of the said City; said portion measuring twenty-five feet in width by a depth of thirty-seven and one-half feet, bounded in front by Cadieux Street, in rear by a portion of the lot number seven hundred and fifty-six (756) of said Plan and Book of Reference, on the South-East side by a portion of the lot number seven hundred and fifty-eight (758) of said Plan and Book of Reference and on the North-West side by the residue of said lot number seven hundred and fifty-seven (757). SECONDLY.—The South-East portion of the lot number seven hundred and fifty-six (756) of said Plan and Book of Reference measuring twenty-five feet in width by thirty-seven and one half feet in depth, bounded towards the South-West by the portion of the lot seven hundred and fifty-seven above described, on the North-East at the rear, by the lot number seven hundred and fifty-five of said Plan and Book of Reference, on the South-East side by the lot number seven hundred and fifty-eight of said Plan and Book of Reference and on the North-West side by the residue of said lot number seven hundred and fifty-six (756). The said emplacement also comprises the stone and brick houses and wooden sheds thereon erected, together with the right of way in common with others in the covered passage which adjoins the said emplacement on the North-West side and forms part of said lots numbers seven hundred and

fifty-seven and seven hundred and fifty-six (757 and 756) and measures eight feet four inches in width by a depth of forty feet on the South-East side and thirty-four feet on the North-West side, along the property of the Montreal Loan and Mortgage Company or representatives, the whole as shown on the plan annexed to lease and promise of sale from The Montreal Loan and Mortgage Company to one Wm. Labrecque, executed before T. Doucet, Notary, the fourth day of February, nineteen hundred and one.

FRANCHISES.

The following Contracts and Franchises and all the Company's rights hereunder:

MONTREAL STREET RAILWAY COMPANY.

1. Contract with the City of Montreal, before Morin, Notary, dated the eighth day of March, eighteen hundred and ninety-three (1893).

2. Contract with the Town of Cote St. Antoine (now the Town of Westmount), before Lyman, Notary, dated the eleventh day of August, eighteen hundred and ninety-three (1893).

3. Contract with the City of Ste. Cunégonde (since annexed to the City of Montreal), before McLennan, Notary, dated the tenth day of April, eighteen hundred and ninety-four (1894).

4. Contract with the City of St. Henri (since annexed to the City of Montreal), before McLennan, Notary, dated the tenth day of April, eighteen hundred and ninety-four (1894).

5. Contract with the Village of Verdun, before Fair, Notary, dated the fifth day of January, eighteen hundred and ninety-nine (1899).

6. Contract with the Town of St. Paul, before Fair, Notary, dated the fourteenth day of January, nineteen hundred and one (1901).

7. Supplementary contract with the City of Montreal, before Morin, Notary, dated the twenty-third day of October, nineteen hundred and one (1901).

8. Contract with the Town of St. Louis, before Olivier, Notary, dated the twenty-first (21st) day of October, nineteen hundred and one (1901).

9. Supplementary contract with the Town of Westmount before Lighthall, Notary, dated the seventeenth day of May, nineteen hundred and four (1904).

10. Contract with the Village of Delorimier, before Mayrand, Notary, dated the twenty-fifth day of July, nineteen hundred and four (1904).

11. Supplementary contract with the Town of Maison-neuve, before Ecrement, Notary, dated the twenty-sixth day of May, nineteen hundred and five (1905).

12. Contract with the Town of Outremont, before Lyman, Notary, dated the twelfth day of March, nineteen hundred and six (1906).

MONTREAL PARK AND ISLAND RAILWAY COMPANY.

1. A contract with the Corporation of the Town of Lachine, passed before A Bouchard, Notary Public, on the 17th February, 1899.

2. By-law No. 70 of the Municipal Council of the Town of Lachine, adopted at a general session of the Municipal Council of the Town of Lachine, on the 10th day of September, 1896.

3. By-law No. 72 of the Municipality of the Town of Lachine, adopted at a general session of the Municipal Council of the Town of Lachine, held on the 23rd September, 1896.

4. By-law No. 16 of the Municipality of the Parish of Lachine, adopted at a general meeting of the Council of the Parish of Lachine, on the 5th day of December, 1892.

5. By-law No. 17 of the Municipal Council of the Parish of Les Saints Anges de Lachine passed at a general session of the Municipal Council of the Parish of Les Saints Anges de Lachine, held on the 4th day of October, 1893.

6. Contract between Parish of Les Saints Anges de Lachine and Robert Bickerdike, before Schetagne, N.P., 30th of November, 1893.

7. By-law No. 26 of the Village of Outremont, adopted at a general session of the Municipal Council of the Village of Outremont, held on the 2nd of October, 1893.

8. A contract passed before P. A. Baudoin N.P., on the 4th of November, 1892, between A. J. Corribeau and the Municipality of the Parish of Sault au Recollet.

9. By-law No. 20 of the Municipal Parish of Sault au Recollet, passed at a general meeting of the Municipal Council of the said Parish, held on the 3rd of October, 1892.

10. By-law No. 17 of the Municipality of the Parish of St. Laurent, adopted on the 2nd of September, 1895.

11. By-law No. 3 of the Town of St. Laurent, adopted by the Municipal Council of the said Town on the 6th of March, 1894.

12. By-law No. 2 of the Municipality of the Parish of St. Geneviève, adopted on the 5th of June, 1893.

13. A by-law of the Municipal Parish of St. Leonard de Port Maurice, on the 24th of April, 1893.

14. A contract between the Corporation of the Village of St. Louis de Mile End and Mr. A. J. Corriveau, dated 6th of April, 1893, passed before L. Belanger, Notary.

15. Contract passed before J. A. Cameron, Notary Public, on the 7th of November, 1907, between the Town of Notre Dame de Grace, and the Montreal Park and Island Railway Company.

16. A contract with the Corporation of the Village of Rosemount, passed before Geo. Mayrand, N.P., on the 8th of January, 1909.

MONTREAL TERMINAL RAILWAY COMPANY.

1. The By-law No. 274 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 16th day of January, 1902.

2. The By-law No. 276 of the City of Montreal adopted by the Municipal Council of the City of Montreal, on the 19th day of May, 1902.

3. Contract, May 28th, 1902, between the City of Montreal and the Montreal Terminal Railway Company, passed before Dunton, N.P.

4. The By-law No. 293 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 10th day of November, 1902.

5. The By-law No. 341 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 11th day of October, 1905.

6. The By-law No. 348 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 4th day of December, 1905.

7. Contract, 12th December, 1905, with the City of Montreal. Dunton, N.P.

8. A resolution of the City Council of the City of Montreal, adopted at a Special Meeting of the Council of the City of Montreal held on the 20th day of February, 1899.

9. An order of The Exchequer Court of Canada, dated the 24th April, 1899, Hon. Mr. Justice Burbidge.

10. The By-law No. 21 of the Municipality of the Village of Delorimier, adopted by the Municipal Council of said Municipality, dated 18th January, 1902,

11. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, N. P. on the 10th January, 1894.

12. A contract with the Town of Maisonneuve, passed before M. G. Ecement, Notary Public, on the 2nd November, 1896.

13. A contract with the Town of Maisonneuve, passed before M. G. Ecement, on the 21st November, 1896.

14. A contract with the Town of Maisonneuve, passed before M. G. Ecement, Notary Public, on the 30th of April, 1904.

15. A contract with the Town of Maisonneuve, passed before M. G. Ecement, N.P., on the 9th of June, 1905.

16. Contract between the Parish of Pointe-aux-Trembles and the Chateauguay & Northern Railway Company, Executed the 13th November 1896, before J. R. Mainville, N.P.

17. Resolution of the Council of the Town of Longue Pointe, passed the 31st May, 1910.

PUBLIC SERVICE CORPORATION.

1. The by-law number eighty-eight (No. 88) of the Municipality of the Parish of Longue Pointe, in the County of Hochelaga adopted by the Municipal Council of the said Parish on the fourth of August, nineteen hundred and two.

2. The by-law number ninety-four (No. 94) of the said Municipality of the Parish of Longue Pointe, adopted by its said Municipal Council on the sixth day of September, nineteen hundred and four.

3. The by-law number one hundred and one (101) of the said Municipality of the Parish of Longue Pointe, adopted by its said Municipal Council on the twelfth day of December, nineteen hundred and five.

4. The by-law number nine (No. 9) of the Municipality of the Village of Beaurivage of La Longue Pointe in the said County of Hochelaga, adopted by the Municipal Council of the said Municipality on the fourth day of August, nineteen hundred and two.

5. The by-law number twelve (No. 12) of the said Municipality of the Village of Beaurivage of La Longue Pointe, adopted by its Municipal Council on the thirteenth day of June, nineteen hundred and four.

6. A resolution of the Trustees of the Montreal Turnpike Trust adopted at their meeting held on the sixth day of June, nineteen hundred and two in reference to the construction and operation of a line of electric tramways.

7. A resolution of the said Trustees of the Montreal Turnpike Trust adopted at their meeting held on the fifth day of July, nineteen hundred and two, amending their said

resolution adopted on the sixth day of June, nineteen hundred and two.

8. A resolution of the said Trustees of the Montreal Turnpike Trust adopted at their meeting held on the eleventh day of August, nineteen hundred and four, amending their said resolution adopted on the sixth day of June and fifth day of July, nineteen hundred and two.

These presents are executed as of July 1, 1911, and may be referred to as dated as of July 1, 1911, though actually executed at a subsequent date.

WHEREOF ACTE after due reading hereof to the parties hereto, the present deed was executed and sealed by Montreal Tramways Company, National Trust Company, Limited, and Harris Trust and Savings Bank in the presence of the undersigned Notary, in the city of Montreal, on the eighteenth day of November, one thousand nine hundred and eleven, this deed being of record in the office of the undersigned Notary under number ten thousand two hundred and sixty-five.

(Signed)	MONTREAL TRAMWAYS COMPANY,	} Seal of Montreal Tramways Company.
"	By ORICK B. MACCALLUM, <i>President.</i>	
"	And by SAMUEL T. MAINS, <i>Secretary.</i>	
"	NATIONAL TRUST COMPANY, LIMITED,	} Seal of National Trust Company, Limited.
"	By A. G. ROSS, <i>Manager.</i>	
"	HARRIS TRUST AND SAVINGS BANK,	} Seal of Harris Trust and Savings Bank.
"	By HARRY AUGUSTUS DOW, <i>Assistant-Secretary.</i>	
"	H. M. MARLER, N.P.	

A true copy of the original hereof remaining of record in my office.

H. M. MARLER, N.P.

SCHEDULE E

TRUST DEED made by Montreal Tramways Company in favour of The Royal Trust Company to secure Debenture Stock dated October 1st, 1911.

BEFORE:

H. M. MARLER, the undersigned Notary Public for the Province of Quebec, practising in the city of Montreal.

APPEARED:

MONTREAL TRAMWAYS COMPANY, a body politic and corporate having its principal office in the City of Montreal, in the Province of Quebec, herein acting and represented by ORICK BURROUGHS MACCALLUM, the President thereof and SAMUEL THOMAS MAINS, the Secretary thereof, both of the City of Montreal aforesaid, hereunto duly authorized by resolution of the said Company hereinafter called the "Company",

Party of the one Part.

AND

THE ROYAL TRUST COMPANY, a body corporate, having an office in the City of Montreal aforesaid, herein acting and represented by its duly authorized officers ARCHIBALD MACNIDER, a member Executive Committee thereof, and ALBERT C. HOLT, the Assistant Manager thereof, hereinafter called "the Trustee",

Party of the other Part.

Whereas, under and by virtue of the provisions of Chapter 77 of the Acts of the Legislature of the Province of Quebec for the year 1911, the Company has power and authority to issue Debenture Stock and to secure the same as hereinafter set forth;

And Whereas, at a special meeting of the shareholders of the Company duly called and held on the thirtieth day of September A. D., 1911, it was unanimously resolved that the Directors be and they are hereby authorized and empowered to execute in the name and on behalf of the Company a Trust Deed of hypothec, mortgage, pledge and charge, to The Royal Trust Company, or to some other Trustee or Trustees appointed by the Directors, to secure an issue of Debenture Stock, upon the whole or such part as the Directors might decide of its property, moveable and immoveable, lands, buildings, fixtures, plant, machinery, patents, railways, tracks, road-beds, station-

houses, power-houses, wharves, rolling stock, equipment, powers, leases, licenses, rights, revenues, privileges, exemptions, and franchises, bonds, shares, or other securities, or assets of any nature, kind or description whatsoever, now owned or enjoyed by the Company, or which may be acquired, owned or enjoyed by it at any time during the existence of such Trust Deed of hypothec, mortgage, pledge and charge, the same to rank against the property of the Company mentioned therein next to a Deed of Trust (authorized by a meeting of shareholders held on the thirtieth day of September 1911) for the purpose of securing bonds of the Company to an amount not exceeding \$75,000,000 (seventy-five millions of dollars), and to be in such form and contain such provisions, conditions and stipulations as the Directors might determine;

And Whereas, at the said meeting it was further unanimously resolved that the Directors be and they are hereby authorized to issue from time to time Debenture Stock of the Company, subject to such provisions, conditions and stipulations as the Directors might fix and determine; but so that the total amount of the said Debenture Stock for the time being ranking *pari passu* and entitled to participate in the benefit of the Mortgage or Deed of Trust to secure the same should not at any time exceed the said sum of \$75,000,000 (seventy-five millions of dollars), the said Debenture Stock to be issued in such amounts from time to time as the Directors might determine and the rate of interest to be fixed as regards any portion of such Debenture Stock about to be issued before the issue thereof;

And Whereas, at a meeting of the Directors of the Company, duly called and held, it was unanimously resolved to issue in the first instance, under the authority of the said shareholders' resolutions, Debenture Stock to the amount of \$16,000,000 bearing interest at five per centum per annum, the other provisions, conditions and stipulations to be as set forth in this Mortgage, which was submitted at the said meeting and was duly authorized and approved both as to form and contents, and the President or Vice-President and the Secretary of the Company were authorized to execute and deliver the same and the certificates representing the Debenture Stock herein referred to;

NOW THEREFORE:—The Company in consideration of the premises and of the sum of one dollar to it in hand paid by the Trustee, the receipt whereof is hereby acknowledged, and in order to secure payment of the principal and interest of the Debenture Stock hereinafter described according to the true intent and meaning hereof, doth in pursuance of the foregoing power and authority and every other power and authority it thereto enabling, hereby hypothecate, mortgage,

pledge, charge, convey and assign to the Trustee and its successors in said Trust, but subject, however, to certain Deed of Trust, and Hypothec dated as of the first of July, Nineteen Hundred and Eleven, but actually executed before the undersigned Notary on the eighteenth day of November, A. D., 1911, and made between the Company of the first part and National Trust Company Limited and Harris Trust and Savings Bank of the second part, and to the bonds secured and to be secured by said Deed of Trust and Hypothec the principal and interest of which bonds are in the event of foreclosure or liquidation to be paid in full before any payment or payments are made upon the debenture stock secured hereby, all its property, moveable and immoveable, lands, buildings, fixtures, plant, machinery, patents, railways, tracks, road-beds, station-houses, power-houses, wharves, rolling stock, equipment, powers, leases, licenses, rights, revenues, privileges, exemptions and franchises, bonds, shares or other securities or assets of any nature, kind or description whatsoever now owned or enjoyed by the Company, or which may be acquired, owned or enjoyed by it at any time during the existence of this Mortgage, more particularly mentioned and described or intended so to be in the Schedule hereto annexed marked "A" the same being hereinafter referred to as "the mortgaged premises". TO HAVE AND TO HOLD the mortgaged premises, and every part thereof, unto the Trustee, its successors in the Trust, and assigns for ever, IN TRUST, however, under the terms hereof, for the equal pro rata benefit and security of the person who shall become and be the lawful holders of the Debenture stock hereinafter described without any preference of any of said Stock over any other thereof by reason of priority of issue or of any act or thing whatsoever, for the purposes, and subject to the terms, conditions, provisions, trusts, covenants and stipulations herein expressed, to wit:—

ARTICLE I.

INTERPRETATION.

In these presents, unless there be something in the subject or context inconsistent therewith, the expressions following shall have the meanings hereinafter mentioned, that is to say:—

"The Trustee" means the present Trustee or other the Trustee or Trustees for the time being hereof.

"The Stock" means the amount of the Company's indebtedness to the Trustee under Article II hereof.

"The Stockholders" means the several persons for the time being entered in the register hereinafter mentioned as holders of stock.

ARTICLE II.

DEBENTURE STOCK.

1. The Company hereby acknowledges that it is indebted to the Trustee in the sum of Sixteen Million Dollars Canadian Currency (\$16,000,000), carrying interest at the rate of five (5) percentum per annum, payable half yearly on the first day of April and the first day of October, the first payment to be made on the first day of April, 1912. The payment to the Stockholders of interest for each half year, or other period, on the stock held by them respectively shall operate in satisfaction of the interest for such half year or other period payable to the Trustee under this clause.

2. The stockholders are to be regarded as the beneficial owners of the amount of the stock registered in their respective names.

3. The stock may be issued, or re-issued, to such persons, and on such terms, and either at par, or at a discount, or at a premium, as the Company may determine.

4. The stock is limited in the first instance to \$16,000,000 and the Company is to be at liberty from time to time and at any time to issue further Stock ranking *pari passu* with the said \$16,000,000 Stock, and entitled to participate therewith in the benefit hereof, subject to the following provisions, that is to say:—

(a) The total amount of the stock for the time being ranking *pari passu* and entitled to participate in the benefit hereof shall not at any time exceed \$75,000,000.

(b) When it is proposed to issue any portion of said further Stock the Company must give to the Trustee notice of its intention to issue the same, and must state the amount of the proposed further issue, and must execute and deliver to the Trustee an acknowledgement of indebtedness under the common seal of the Company framed in accordance with clause 1 of this article.

(c) Any Stock issued hereunder may be made payable, both as regards principal and interest, either in Canadian currency or in the sterling money of Great Britain and Ireland.

5. As and when the Stock or any part thereof ought to be redeemed or paid off in accordance with the provisions hereof, the Company will pay to the Stockholders, or those whose Stock ought to be redeemed or paid off, the full nominal amount of the Stock held by them respectively, with such premiums, if any, as shall be payable in respect thereof, and such payments shall operate in satisfaction of the amount of the Stock so redeemed or paid off, and in the mean time, until the stock is redeemed or paid off, the Company shall pay to the stockholders interest on the stock held by them

respectively at a rate to be settled before the issue thereof, and such interest shall be paid by equal half-yearly payments on the first day of April and on the first day of October.

6. The stock shall be held subject to the conditions set forth in the schedule hereto annexed marked "B," and such conditions shall be binding on the Company and the stockholders, and all persons claiming through them respectively.

7. Any notice may be given by the Company or by the Trustee to any holder of stock by sending the same through the post in a prepaid letter addressed to such holder at his registered place of address, and any notice so given shall be deemed to have reached the holder on the day following that on which it is posted, When the Trustee considers it expedient, any notice, instead of being served as aforesaid, may be given by it to the stockholders or any of them by advertising the same in one or more newspapers of general circulation published in Montreal and Toronto in the Dominion of Canada and in the City of London, England, and a notice so advertised shall be deemed to be served on the stockholders on the day following that on which it is advertised.

8. The provisions contained in the schedule hereto annexed marked "C" shall have full effect in the same manner as if such provisions were herein set forth.

9. Upon proof being given to the reasonable satisfaction of the Trustee that the holders of all the stock entitled to the benefit of the trusts herein contained, and for the time being issued, have been paid off or satisfied, and upon payment of all costs, charges and expenses incurred by the Trustee in relation to these presents, the Trustee shall, at the request of the Company, reconvey or reassign to the Company the mortgaged premises or such part thereof as may remain vested in it, freed and discharged from the Trusts herein contained, or otherwise release the mortgaged premises from this security.

ARTICLE III.

DEFAULT.

In case the Company shall

(a) Make any default for a period of six calendar months in the payment of any interest upon the stock, and the Trustee before said interest is paid, by notice in writing to the Company, calls in such principal;

(b) If an order is made or an effective resolution is passed for the winding up of the Company, then the Trustee may, in its discretion, or upon the written request of the holders of a majority of the outstanding stock secured by this Mortgage, and upon being furnished with sufficient funds for that

purpose, or indemnified to its reasonable satisfaction, it shall, proceed to enforce one or more of the remedies hereinafter set forth. The Trustee shall, in all cases, whether acting on its motion, or upon request as aforesaid, have the right to determine which of the remedies hereinafter set forth, or which are lawful under the laws of the Province of Quebec, or elsewhere, where the property is situated it shall adopt, and its decision upon this subject shall be conclusive.

The Trustee may, after default by the Company as in subsections (a) and (b), hereinbefore mentioned.

(1) Enter and take possession of such part of the mortgaged premises as shall then be subject to these presents, and thereupon the Trustee shall, without let or hindrance from the Company, and through such officers and agents as it may appoint, be entitled to hold, manage, enjoy and operate such mortgaged premises, and to receive the revenues, issues, tolls, and profits thereof for the benefit of the stockholders, and to make needful repairs, alterations or improvements upon the mortgaged premises and in general to carry on and conduct the business theretofore carried on by the Company, for the benefit of the stockholders, until all the stock secured by these presents, together with interest thereon, shall have been paid in full, or until such time as the Trustee shall sell the mortgaged premises as next hereinafter provided; or

(2) Either with or without previously taking possession of the mortgaged premises, sell the same in whole or in part, at public auction, to the highest bidder at such times and places as it may designate, upon such terms as to credits, partial credits, and security for payment as it may think proper or expedient, having first given sixty days' notice in writing of the time, place and terms of sale, to the Company, and published such notice not less than five times a week for eight consecutive weeks in one or more newspapers of general circulation published in the said Cities of Montreal, Toronto, in the Dominion of Canada, and in the City of London, England. The Trustee shall have the right to adjourn such sale or sales from time to time, in its discretion, giving reasonable notice of such adjournment, and shall have the right to make successive sales of proportions of the mortgaged premises remaining undisposed of at such sales. The Trustee is further authorized and empowered, in the case of sale, as aforesaid, and is hereby constituted the attorney irrevocable of the Company, to execute and deliver in its own name, or in the name and under the seal of the Company, such deeds or other instruments in writing, and to do such other acts and things as may be necessary or proper to vest in the purchaser or purchasers at such sale or sales a valid title to the mortgaged premises so sold, free from any rights of redemption of the

Company; the Company hereby ratifying and confirming every such act or deed, as the Trustee, either in its own name or as such attorney, shall lawfully do in the premises. Such sale or sales shall be a perpetual bar, both at law and in equity, against the Company, and all persons or corporations claiming by, through, or under it. As affecting the title of any property purchased at any such sale, the facts set forth in any affidavit or declaration made by the President or Secretary of the Trustee, and appended to the Deed of Conveyance, relating to the time and manner of giving such written notice, or to the time and manner of giving notice of the sale, shall not be open to contradiction or dispute by any party or parties, but the same shall conclusively be deemed to be true.

(3) Foreclose this Mortgage by any proper legal proceedings, hypothecary action or suit of foreclosure in any court of competent jurisdiction; and it is hereby specially agreed by the Company that, upon the defaults hereinabove recited or any of them and upon the commencement of such proceedings of action or suit whether at law or in equity, the Trustee shall be entitled to the appointment of a receiver and manager without further notice to the Company, who shall be entitled to the immediate possession of the mortgaged premises. The Trustee shall likewise be entitled to the specific enforcement of any and all covenants in this Mortgage.

In case immediate action shall become necessary for the protection of the stockholders, it shall always be within the power of the Trustee, upon any of the defaults aforesaid, without waiting for the request of the stockholders—and it shall be its duty upon receiving written request of the holders of a majority in value of the stock outstanding, setting forth the necessity of such immediate action, and upon being provided with funds for this purpose, or indemnified to its reasonable satisfaction—to enter and take possession of the mortgaged premises, but it is expressly understood that such obligation or action on the part of the Trustee shall be required to be exercised only when the exigency is immediate for the preservation of the rights of the stockholders, and that this entry may be made as a part of proceedings for sale, or proceedings for foreclosure in the courts, and that in such case the Trustee shall not be called upon, or obliged against its will, to manage and work the mortgaged premises further than may be necessary for the protection of the stockholders, as aforesaid, but its duty shall be satisfied by simply performing such acts as may be necessary for the immediate protection of the interests of the stockholders, and the possession of the mortgaged premises shall be required to be held by the Trustee only so long and so far as may be essential for this purpose, and may be relinquished by the Trustee, when such purpose has been accomplished, by transferring the mortgaged premises

to the receiver and manager if appointed, or by sale, or otherwise, in the discretion of the Trustee.

At any sale or sales, whether made under the power of sale herein contained, or in pursuance of any such proceedings, action or suit, instituted by the Trustee, it shall be lawful for the Trustee, or for any one or more of the stockholders alone or associated with the Trustee, to purchase all or any portion of the mortgaged premises so sold; and no purchaser at any such sale, except the Trustee, shall be obliged to see to the application of the purchase money; and at any such sale or sales the purchaser or purchasers shall have the right to make partial payments of the purchase price by a delivery of stock secured by these presents, said stock to be received in part payment of said purchase price at an amount equal to the sum which would be received in respect of such stock upon the distribution of the proceeds of said sale, as hereinafter provided.

The proceeds received by the Trustee from the enjoyment and operation of the mortgaged premises, in case it shall take possession, and also the proceeds from any sale or sales under the provisions hereof, shall be applied (1) to the reimbursement to the Trustee for all costs, charges, and expenses incurred by it in connection with the management or operation of the mortgaged premises, or in connection with said sale (including a reasonable compensation to the Trustee for its own services, and reasonable allowance for attorney and counsel fees) and of any other charges which are, or may have become due in respect to the mortgaged premises up to the date of sale, and nonpayment of which would subject any portion of the mortgaged premises to any forfeiture or to any liens having priority over these presents; and (2) to the payment of the principal of all of the stock which shall at any time have been issued hereunder, whether the \$16,000,000 dollars hereinbefore referred to or any other stock hereafter issued up to the amount of seventy-five million dollars, under the provisions of this mortgage as may at that time be unpaid, and any interest which shall at that time have accrued on said stock and be unpaid, without discrimination or preference, but ratably to the aggregate of said unpaid principal and accrued and unpaid interest added together; and (3) after the satisfaction of all stock secured hereby and the interest thereon, the surplus of such proceeds, if any, shall be paid over by the Trustee to the Company.

In case of any default by the Company as hereinbefore provided, it shall be the duty of the Trustees upon the request of holders of a majority in value of the outstanding stock, to declare the principal of all outstanding stock to be due and payable, whether the same is then due according to the terms

hereof or not, and the same shall thereupon be and become at once due and payable.

Upon any such default and upon demand of possession by the Trustee the Company shall from time to time, and at all times, execute and do all such assurances and things as the Trustee may reasonably require for facilitating the realization of the mortgaged premises, and for exercising all the powers, authorities and discretions hereby conferred on the Trustee, and in particular the Company :

(a) Shall execute all transfers, conveyances, assignments and assurances of the mortgaged premises, whether to the Trustee or to its nominees.

(b) Shall perform or cause to be performed all acts or things requisite or desirable according to the law of the country in which the mortgaged premises are situate for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions.

(c) Shall give all notices and orders and directions which the Trustee may think expedient.

For the purpose of this clause a certificate in writing, signed by the Trustee for the time being, to the effect that any particular assurance or thing required by it is reasonably required by it, shall be conclusive evidence of the fact.

The powers conferred upon the Trustee by this article are not in substitution for such remedies, by way of hypothecary action or suit for foreclosure or otherwise, as may be conferred upon mortgagees by the laws of Quebec, or by the laws of any country where the mortgaged premises may be situate, but are in addition thereto, and it shall be the duty of the Trustee, in case of default as aforesaid, to enforce this mortgage by such methods open to it as it shall deem for the best interests of the stockholders.

It shall be the duty of the Trustee, in case of any violation of these presents by the Company to serve forthwith such notice upon the Company, or make such form of demand upon it as may be necessary under the provisions of subsections (a) and (b), to establish a default and entitle the Trustee to enter into possession of the mortgaged premises or commence foreclosure proceedings; but the Trustee shall not be held or required to give or serve such notice or make such formal demand, unless it is notified of such violation by a writing signed by the holders of at least one-fourth in value of the stock outstanding, and therein requested to serve such notice or make such demand upon the Company.

Any notice to or demand upon the Company required to be given by these presents may be given to or made upon either the President or Secretary of the Company, and any such notice or demand so given or made shall be binding upon the Company.

No delay or omission by the Trustee in exercising the rights and powers herein granted shall be held to exhaust or impair such rights and powers, or be construed as a waiver thereof; but it is hereby mutually agreed that the holder or holders of a majority in value of the stock outstanding at the time of any default as aforesaid on the part of the Company, may by an instrument in writing signed and acknowledged by them at any time, whether before or after the institution of any hypothecary action or suit for foreclosure or other proceedings, waive or instruct the Trustee to waive any such default, provided always that no such action on the part of the stockholders shall extend to or be taken to affect any subsequent default, or impair the rights resulting therefrom.

ARTICLE IV.

POSSESSION OF PROPERTY BEFORE DEFAULT

Until the Company shall make default as provided in Article III, of these presents, it shall be entitled to possess, operate, maintain, use and enjoy the mortgaged premises, and every part thereof, be entitled to take and use the income, rents, issues and profits thereof, and to sell or otherwise dispose of in the ordinary course of its business all products and manufactures thereof in the same manner and with the same effect as if this indenture had not been made.

The Company may also, without the consent of the Trustee, sell or dispose of, free from the lien of these presents, any plant, machinery, rolling stock, or other property used by it in connection with its manufacturing and operations, or its railways, or works, as may, for any reason, have ceased to be requisite for the purposes of the Company, or which the Company may desire to replace by similar property; provided, however, that it shall not without the written consent of the Trustee, sell or dispose of in any one transaction any such property of which the value exceeds twenty thousand dollars; and provided, also, that it shall not, without such consent, sell or dispose of any property whatsoever, essential to the management or operation of its railways or works.

The Company shall be at liberty at any time or times during the continuance of this security, with the permission of the Trustee, to withdraw any of the mortgaged premises from such of the trusts hereof as relate to the mortgaged premises upon substituting other property whether of the same or of a different tenure or kind, but of a value equal to or greater than the value of the property proposed to be withdrawn; but before the Trustee permits the Company to withdraw any property under this clause, the Company must prove to the satisfaction of the Trustee that the property proposed to be

substituted for the same is of a value equal to or greater than the property proposed to be withdrawn, and that such property is suitable for the purposes of the Company, and upon such proof being made must convey or cause to be conveyed such property to the Trustee in such manner as it shall direct upon the Trusts hereof, and thereupon the Trustee will be at liberty to convey to the Company, or as the Company may direct, the property proposed to be withdrawn, to hold the same free from the Trusts and provisions hereof; and a declaration in writing signed by the Trustee that the proof aforesaid has been furnished to its satisfaction shall be conclusive evidence thereof in favour of the Trustee, and the following provisions shall have effect, that is to say:—

(a) The Trustee may accept a certificate, signed by any two of the Directors of the Company to the effect that any such property proposed to be substituted is, in their opinion, suitable for the purposes of the Company's business, as sufficient evidence of the fact.

(b) The Trustee shall be at liberty to accept the fact that the Company has given a specified price for any such property proposed to be substituted as sufficient evidence that the same is worth such price, but it may require a written report of a valuer believed by it to be of good repute as to such value, and such property shall not be treated as of greater value than the price paid by the Company for the same, plus, in the case of land, any expenditure by the Company in or in relation to the construction or reparation of buildings thereon with their accessories or conveniences.

(c) The Trustee shall be in no wise responsible for any error in such certificate or valuation, or for any loss that may be occasioned by acting thereon, and shall be at liberty to accept such title to such hereditaments as the Company shall obtain, provided that the Trustee shall be advised that the title so obtained is one which is a reasonably good holding title, or a title not likely to be disturbed.

The Company hereby covenants with the Trustee that except so far as results from the use of the mortgaged premises in the prosecution of its business, it will not commit or permit any waste thereof, and that it will not use the mortgaged premises nor any portion thereof in any way so as to materially impair the security created by these presents, nor will it attempt to remove or replace the same beyond the reach of the Trustee, nor will it do or omit to do any act or thing whereby the mortgaged premises or any part thereof may become lost or become subject to forfeiture.

Nothing in this mortgage contained shall impair the right of the Company to make such modifications and changes in the construction of its railways, rolling stock, buildings, plant,

machinery and appliances as may be required in the development of the Company's business and property, preserving in all substitutions at least an equivalent in intrinsic value.

On the request of the Company, and when necessary, the Trustee shall convey by way of release or otherwise to the persons designated by the Company, any property which by this Article the Company has power to sell; provided that the terms and conditions of this article as to the sale of property have been complied with.

ARTICLE V.

COVENANTS BY COMPANY

The Company covenants with the Trustee:

(a) That it will well and truly pay the principal of said stock and all interest thereon at the times and in the manner herein stipulated and provided. ✓

(b) That it will pay all valid taxes, assessments and public charges, of whatsoever nature, which may from time to time be levied upon the mortgaged premises by any public authority whatsoever; and further covenants and agrees that, excepting as hereinbefore recited it will keep the mortgaged premises free from any liens or encumbrances which are, or may become entitled to priority over this mortgage.

(c) That it will cause this mortgage to be recorded and filed as a mortgage of real estate in such manner and in such places as may be required by the laws of any Province or country in which the mortgaged premises may be situated, so as to preserve and protect the security of the stockholders and the rights and remedies of the Trustee.

(d) That hereafter from time to time during the existence of this Trust Deed and Mortgage, it will make, execute, acknowledge and deliver all such further instruments and conveyances as, in the opinion of the legal counsel of the Trustee, may be necessary and proper to facilitate the execution of said trust, or to secure said trust according to the true intent and meaning hereof, all of which additional instruments and conveyances the Company agrees to keep properly filed and recorded. ✓

(e) That it will from time to time upon the written request of the Trustee furnish it with a written statement of all the property hereafter required by the Company that may have become subject to this mortgage. ✓

(f) That it has good title, full power and lawful authority, subject as aforesaid, to hypothecate, mortgage and pledge the mortgaged premises hereby hypothecated, mortgaged and pledged or purported to be hypothecated, mortgaged and pledged; and that it will, subject as aforesaid, warrant and

defend the same and every part thereof unto the Trustee against the lawful claims of all and every person or persons claiming or to claim the same.

ARTICLE VI.

POWERS AND DUTIES OF THE TRUSTEE

The Trustee may, upon the application and at the expense of the Company, but only if and so far as in its opinion the interests of the stockholders shall not be prejudiced thereby, do or concur in doing all or any of the things following, in respect of the mortgaged premises, that is to say:

(1) May sell and convert all or any of the mortgaged premises on such terms as to it may seem expedient, with full power to make such sale for a lump sum, or for a sum payable by instalments, or for a sum on account and a mortgage or security for the balance, or give any option to purchase.

(2) May let on lease any part of the mortgaged premises on such terms as to it may seem expedient, whether for a rent fixed, fluctuating on contingent, and with or without a premium, and whether with or without provisions for building, mining, draining, or improving the same, or otherwise, and with or without powers to purchase the reversion,

(3) May acquire a new lease of any leasehold property for the time being forming part of the mortgaged premises for such term, not being less than the then residue of the then existing term therein, and at such rent and subject to such covenants and conditions as may seem expedient, and for that purpose, if thought fit, surrender the then existing lease of such property and the then existing term therein.

(4) May exchange any part or parts of the mortgaged premises for any other property suitable for the purposes of the Company, upon such terms as may seem expedient, and either with or without payment or reception of money for equality of exchange or otherwise.

(5) Set out, appropriate, grant or dedicate land forming part of the mortgaged premises for the purposes of roads,, ways, canals, watercourses, gardens, places of amusement, places of recreation, sites for chapels, schools, churches and other purposes, public or private, which may seem expedient.

(6) May assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the mortgaged premises and in particular the terms of any leases or covenants.

(7) May, with moneys forming part of the mortgaged premises, purchase or otherwise acquire any freehold or leasehold property which may seem suitable for the purposes of the Company, and may pay off or acquire any mortgage or charge

on the mortgaged premises ranking in priority to the security hereby constituted.

(8) May exercise all or any of the powers or rights incident to the ownership of all or any of the mortgaged premises, and in particular as regards shares, the voting rights, and as regards securities the right to enforce the same by hypothecary action, suit for foreclosure, sale or otherwise.

(9) May permit the Company or any nominee of the Company or of the Trustee to exercise any powers or rights incident to the ownership of any of the mortgaged premises.

(10) May place any of the mortgaged premises in the names or under the control of any nominees of the Trustee or of the Company where the same seems expedient with a view to realization or otherwise.

(11) May, out of the moneys forming part of the mortgaged premises, make advances on the security of any freehold or leasehold property, whether by way of first charge or otherwise, or may with any such moneys acquire, by transfer or otherwise, any mortgages or charges affecting any such property.

(12) May release any of the mortgaged premises which, in the opinion of the Trustee, are unprofitable or a source of loss or danger to the Company.

(13) May settle, adjust, refer to arbitration, compromise and arrange all accounts, reckonings, controversies, questions, claims or demands whatsoever, open, unsettled, or pending with any person or persons in relation to any of the mortgaged premises, and in particular it shall have power to refer any matter of dispute between itself and the Company, or any other persons, arising out of the execution of the said Trust, to the arbitration of three disinterested persons, one to be chosen by the Trustee, one by the Company, or such other persons, and the third by the two so chosen; and the award of such arbitrators, or a majority of them shall be final and conclusive in respect to the matters submitted to their determination.

(14) May enter into, make, execute, sign and do all such contracts, agreements, receipts, payments, assignments, transfers, conveyances, assurances, instruments and things, and bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to any of the mortgaged premises as may seem expedient.

(15) May apply any net capital money arising from any sale, lease or other dealing with the mortgaged premises under this clause in developing, improving, protecting or preserving any of the mortgaged premises or in erecting or constructing any buildings or works, or in preventing or endeavouring to prevent loss or apprehended loss of or detriment to any of the mortgaged premises.

(16) May sanction and confirm anything done and suffered by the Company which shall require the same.

(17) Generally may act in relation to the mortgaged premises in such manner and on such terms as it may deem expedient in the interest of the stockholders.

It is expressly declared as follows, that is to say:

(1) That the Trustee may in relation to these presents, act on the opinion or advice of any lawyer, valuer, surveyor, broker, auctioneer or other expert, whether obtained by the Trustee or by the Company or otherwise, and shall not be responsible for any loss occasioned by so acting.

(2) That any such advice or opinion may be sent or obtained by letter, telegram, cablegram, or telephonic message, and that the Trustee shall not be liable for acting on any such advice or information purporting to be conveyed by any such letter, telegram, cablegram or telephonic message, although the same shall contain some error or shall not be authentic.

(3) That the Trustee shall be at liberty to accept a certificate signed by the President and any two Directors of the Company to the effect that any particular dealing or transaction, or step or thing, is, in the opinion of the person so certifying, expedient, as sufficient evidence that it is expedient, and the Trustee shall be in no wise bound to call for further evidence or for any certificate, or be responsible for any loss that may be occasioned thereon.

(4) That the Trustee shall not be responsible for the consequence of any mistake or oversight, or error of judgment or forgetfulness, or want of prudence on the part of the Trustee or any attorney, agent or other person appointed by it hereunder.

(5) That the Trustee shall not be responsible for any misconduct on the part of any attorney, agent or other person appointed by it hereunder, or bound to supervise the proceedings of any such appointee.

(6) That the Trustee shall be liable for nothing whatever except a breach of trust knowingly and intentionally committed by it.

(7) That the Trustee shall not be bound to give notice to any person or persons of the execution hereof or to see to the performance or observance of any of the obligations hereby imposed on the Company or in any way to interfere with the conduct of the Company's business unless and until the security hereby constituted shall have become enforceable and the Trustee shall have determined to enforce the same.

(8) That the Trustee shall, as regards all the Trusts, powers, authorities and discretions hereby vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether

in relation to the manner or as to the mode and the time for the exercise thereof, and in the absence of fraud it shall be in no wise responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

(9) That with a view to facilitate sales, leases and other dealings hereunder, the Trustee shall have full power prospectively to consent to any specified transactions conditionally, on the same conforming to specified conditions approved by the Trustee, and in particular any sale of property at or above a specified price, and any lease of property at or above a specified rent, and any purchase of property at or below a specified price.

(10) That the Trustee shall have power to determine all questions and doubts arising in relation to any of the provisions hereof, and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee shall be conclusive, and shall bind all persons interested under these presents.

And it is further understood and agreed that the Trustee accepts the trusts hereby created upon the express condition that it shall not be held liable for any failure of title in the premises hereby conveyed, nor for any recital of facts made in this instrument, the same being a recital of the Company and not of the Trustee, nor for the sufficiency of this instrument or the security herein provided, nor for the recording or filing hereof. The Trustee shall be entitled to be reimbursed for all its proper outlays of every sort or nature incurred in the discharge of this trust, and shall be entitled to advise with counsel, and to be reimbursed all fees paid therefor, and to receive a reasonable and proper compensation for any duty or service it may perform.

The Trustee shall not be required to take measures for the enforcement or foreclosure of this mortgage, or any covenant contained therein, until furnished with funds for the purpose, or indemnified to its reasonable satisfaction, and said expenses and compensation, if not paid by the stockholders, shall be paid by the Company, and if not so paid, shall be payable from the trust estate, upon which they are hereby charged as a first lien.

The Trustee, until called upon to take active measures to enforce this security, by foreclosure or otherwise, with due indemnity, shall be in no way responsible for insurance, taxes or repairs, or any matter affecting the security; and in general it is understood that prior to being so called upon, its duty is confined to such matters as are specifically mentioned in this Indenture.

In all cases of any instructions or requests by the stockholders to the Trustee, the same shall be in writing, and the

Trustee shall have the right to demand proof of the ownership or legal holding of the stock, the alleged holders or owners of which claim the right hereunder to instruct or request.

In any event, the Trustee shall be justified in dealing with the registered holders as the true owners.

The Trustee may raise and borrow money on the security of the mortgaged premises, or any part thereof, for the purpose, but for the purpose only, of paying off or discharging any mortgage or charge for the time being charged on the mortgaged premises or any part thereof in priority to these presents, or for the purpose of defraying any costs, charges, losses and expenses which shall be incurred by the Trustee in relation to these presents; and the Trustee may raise and borrow such moneys as aforesaid at such rate of interest and generally on such terms and conditions as the Trustee shall think fit, and may secure the repayment of moneys so raised or borrowed, with interest for the same, by mortgaging, hypothecating or otherwise charging the mortgaged premises or any part thereof, in such manner and form as the Trustee shall think fit. The Trustee may also concur in the transfer of any mortgage, hypothec or charge for the time being charged on the mortgaged premises, or any part thereof, in priority to these presents, and may redeem or concur in redeeming the mortgaged premises, or any part thereof from any such mortgage, hypothec or charge, and for the purposes aforesaid, may execute and do all such assurances and things as it shall think fit.

The Trustee shall not by reason of its fiduciary position be in any wise precluded from making any contracts or entering into any transactions with the Company in the ordinary course of the Trustee's business, and without prejudice to the generality of these provisions it is expressly declared that such contracts and transactions include any contract or transaction in relation to the placing of the stock, shares, debenture stock, bonds or other securities of the Company, or in which the Company is interested.

The Trustee may at any time after the security hereby constituted becomes enforceable apply to any court of competent jurisdiction of the Province of Quebec, or of any other country where the mortgaged premises may be situated, for an order that the trusts hereof be carried into execution under the direction of the Court and for the appointment of a receiver or a receiver and manager of the mortgaged premises, or any of them, and for any other order in relation to the administration of the trusts hereof as it shall deem expedient, and it may assent to or approve of any application to the Court made at the instance of any of the stockholders and shall be indemnified by the Company against all the costs

and expenses incurred by and in relation to any such application or proceedings.

The Trustee may, in the conduct of the trust business, instead of acting personally, employ and pay an agent, whether being a solicitor or other person, to transact, or concur in transacting, all business, and to do, and concur in doing, all acts required to be done in the trust.

Without prejudice to the right of indemnity by law given to trustees, the Trustee and every attorney, manager, agent or other person appointed by the Trustee hereunder, shall be entitled to be indemnified out of the mortgaged premises in respect of all liabilities and expenses incurred by it, them or him in the execution, or purported execution of the trusts hereof, or of any powers, authorities or discretions vested in it, them or him pursuant to these presents, including liabilities and expenses consequent on any mistake, oversight, error in judgment, forgetfulness or want of prudence on the part of the Trustee, or any such appointee, and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any wise relating to the premises, and the Trustee may retain and pay out of any moneys in its hands arising from the trusts of these presents all sums necessary to effect such indemnity.

The Company shall, on demand by the Trustee or any attorney, manager, agent or other person appointed by the Trustee pursuant hereto pay every sum of money which shall from time to time be payable to any such person under any provisions herein contained, together with interest at the rate of six per centum per annum, as from the date when the same shall have been advanced or paid or become payable or due; and as regards liabilities the Company will on demand pay and satisfy or obtain the release of such persons from such liabilities, and if any sum or sums payable under this clause shall be paid by the Trustee out of the mortgaged premises, the Company shall forthwith on demand recoup the same to the mortgaged premises.

The Company shall in each and every year during the continuance of this security pay to the Trustee as and by way of remuneration for its services as Trustee, and as registrar of the stock from time to time issued hereunder, reasonable remuneration for its services, in addition to all travelling and other costs, charges and expenses which it may incur in relation to the execution of the trusts hereby in it reposed.

The Company hereby irrevocably appoints the Trustee to be the attorney of the Company, and in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do under the covenants herein contained, and generally to use the

name of the Company in the exercise of all or any of the powers hereby conferred on the Trustee.

The Trustee shall not, by reason of the Trustee entering into possession of the mortgaged premises, or any part thereof, be liable to account as mortgagee or mortgagees in possession, or for anything except actual receipt, or be liable for any loss upon realization, or for any default or omission for which a mortgagee in possession might be liable, and every receiver duly appointed under these presents shall be deemed to be the agent of the Company, which shall be solely responsible for his actions and defaults.

No purchaser, mortgagor, mortgagee or other person or company dealing with the trustee or with its attorney or agents shall be concerned to inquire whether the power exercised or purported to be exercised has become exerciseable or whether any money remains due on the security of these presents, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made, or otherwise as to the regularity of such sale or conversion, or to see to the application of any money paid to the Trustee or such attorneys or agents, and in the absence of *mala fides* on the part of such purchaser, mortgagor, mortgagee, or other person or company, such dealings shall be deemed, so far as regards the safety of such purchaser, mortgagor, mortgagee, person or company, to be within the powers hereby conferred, and to be valid and effectual, accordingly, and the remedy of the Company and its assigns, in respect of any impropriety or irregularity whatsoever in the execution of such trust shall be in damages only.

It is further agreed, that the Trustee may at any time resign the trust by written notice delivered or properly given to the Company, without assigning any reason or without being responsible for any costs occasioned by such retirement. In case of such resignation, or of the removal or incapacity of the Trustee, by reason of insolvency or other cause, the Company shall have the right to nominate and appoint a successor to the said Trustee, with the consent in writing of the owners of a majority in value of the stock, hereby secured, at the time outstanding and unpaid; but any vacancy of more than thirty days may be filled by any judge of any Court of competent jurisdiction of the Province of Quebec or of any other country where the mortgaged premises may be situated, on the application of the outgoing Trustee, or any of the holders of the stock secured hereby, after the applicant shall have given notice of intention to apply by advertising three times a week for two weeks in one or more daily newspapers in each of the cities of Montreal, Toronto and London aforesaid,

and such Judge may upon such application appoint such new Trustee or Trustees.

Upon the appointment of any successor to the Trust by either method above mentioned, all the mortgaged premises shall immediately, and without conveyance, vest in the new Trustee; but the outgoing Trustee shall, nevertheless, at the request of any person interested, but at the expense of the trust, execute, acknowledge and deliver to the new Trustee such deeds of conveyance or other instruments in writing, as may be appropriate to vest and confirm in the new Trustee the mortgaged premises and every part thereof.

These presents are executed as of the first of October, nineteen hundred and eleven, though actually executed at a subsequent date.

SCHEDULE "A"

Schedule "A," referred to in the foregoing deed of Hypothec, Mortgage and Pledge between the Montreal Tramways Company, and The Royal Trust Company.

I

LANDS AND BUILDINGS

The following lots of land, with the power houses, transformer stations, car erecting shops, repair shops, car barns, offices or other buildings situate thereon.

COTÉ STREET CAR BARNs AND DEPOT.

(1) A lot of land situate in the City of Montreal at the corner of Côté and Vitré Streets, being lot number seven hundred and seventy-nine (No. 779) on the official plan of St. Lawrence Ward in the said city of Montreal.

(2) Lot number seven hundred and seventy-seven (No. 777) on the said Official Plan of said Ward.

(3) Lot number seven hundred and seventy-eight (No. 778) on the said Official Plan of said Ward.

(4) All the Vendors' right, title and interest in and to a certain strip of land forming a lane situate in the St. Lawrence Ward, of the said City of Montreal, and contained within

the following boundaries, viz.: at one end toward the North-West by Vitré Street, at the other end towards the South-East by a prolongation of the North-Western side line of the lot known by the number seven hundred and eighty-three, on the Official plan and Book of Reference of said Ward, on one side to the North-East by lots numbers seven hundred and seventy-nine, seven hundred and eighty, seven hundred and eighty-one, and seven hundred and eighty-two, on said Plan, and on the other side to the South-West by lots numbers seven hundred and seventy-six, seven hundred and seventy-seven, and seven hundred and seventy-eight, on said Plan, containing a uniform width of fifteen feet by all the depth there may be between said Vitre Street and the prolongation of said side line of said lot number seven hundred and eighty-three.

(5) a. That certain lot of land being lot number seven hundred and eighty-two (782) on the Official Plan and Book of Reference of the St. Lawrence Ward, in the City of Montreal, with the building thereon erected.

b. The North-West half of the lane of twelve feet in width extending from Coté Street to a lane in rear, and being part of lot number seven hundred and eighty-three of the Official Plan and Book of Reference of said St. Lawrence Ward; the said lane being bounded in front by Coté Street, on one side by the property lastly above described, and on the other side by another portion of said lot seven hundred and eighty-three sold by the Equity Real Estate Company to F. X. Robert, subject to such rights of way as the latter or his representatives may have therein.

(6) a. That certain lot of land known on the Official Plan and Book of Reference of the St. Lawrence Ward, of the said City of Montreal, by the number seven hundred and eighty.

b. That certain lot of land contiguous thereto and known on said Official Plan and Book of reference by the number seven hundred and eighty-one.

MULLINS STREET PROPERTY.

(1) Lots subdivision numbers eight and nine (Nos. 8 and 9) of lot number eight hundred and nine (No. 809) on the Official Plan of St. Ann's ward, City of Montreal.

(2) a. A lot of land situated in the St. Ann's Ward of the City of Montreal, known and designated as lot number eight hundred and ten (810) on the Official Plan and in the Book of Reference of the said Ward.

b. A piece of land forming part of the lot of land known and designated as lot number eight hundred and twelve

(812) on the Official Plan and in the Book of Reference of the said St. Ann's Ward; the said piece of land being of a triangular figure, and being bounded on the east side by the lots numbers eight hundred and thirteen (813), eight hundred and fourteen (814), and part of eight hundred and fifteen (815), all on the said Official Plan, on the North-West side by the lot of land before described and on the South-West side, which is a prolongation of the South-West side line of the last mentioned lot of land until it reaches the rear line of the said official lot number eight hundred and fifteen (815), by the remainder of the said official lot number eight hundred and twelve (812), and containing one hundred and nine feet on the East side, ninety-two feet on the North-West side, and fifty-three feet eight inches on the South-West side.

WILLIAM AND BARRÉ STREETS POWER HOUSES AND TRANS-
FORMER STATION

(1) a. The whole of that certain lot of land known on the Official Plan and in the Book of Reference of the St. Ann's Ward of the said City of Montreal by the number twelve hundred and eighteen (1218) and more particularly known on the Official Sub-division Plan thereof, by the numbers one, two, three, four, five, six, seven and eight (1218—1, 2, 3, 4, 5, 6, 7, and 8.)

b. Another lot of land of irregular figure, situate in the said St. Ann's Ward, and forming part of lot number twelve hundred and nine on the Official Plan and Book of Reference thereof, and bounded as follows: in front to the South-East by William Street, where it measures three hundred and ninety-three feet six inches; in rear to the North-West partly by lot No. twelve hundred and twenty, partly by sub-division eight, of said lot No. 1218, by the end of Aqueduct Street, by lots Nos. twelve hundred and fourteen, twelve hundred and sixteen, twelve hundred and thirteen, twelve hundred and twelve, twelve hundred and eleven and twelve hundred and ten; on one side to the South-West by another portion of said lot No. 1209, the property of François Tremblay, and on the other side to the North-East by another portion of said lot No. 1209, the property of Mme. Rouer Roy, *et al.*

(2) a. That certain lot of land fronting on Barré Street and known on the Official Plan and in the Book of Reference of the St. Ann's Ward, of the City of Montreal, by the number twelve hundred and twelve (1212).

b. Those certain lots of land known on the said Official Plan and Book of reference of the St. Ann's Ward by the

numbers twelve hundred and fourteen (1214) and twelve hundred and fifteen (1215).

c. That certain lot of land known on the said Official Plan and Book of Reference of the said St. Ann's Ward by the number twelve hundred and sixteen (1216).

5. Lot number twelve hundred and thirteen (1213) on the said official Plan of said Ward.

6. Lot number twelve hundred and seventeen (1217) on the said Official Plan of the said Ward.

7. a. Lot number twelve hundred and nineteen (1219) on the said Official Plan of said Ward.

b. Lot number twelve hundred and twenty-one (1221) on the said Official Plan of said Ward.

8. Lot number twelve hundred and forty-nine (No. 1249) on the said Official Plan of said Ward.

9. Lot number twelve hundred and forty-two (No. 1242) on the Official Plan of said Ward.

10. A certain strip of land measuring nineteen feet French measure in width by all the depth there may be between the Southerly side line of Barre Street and the Northern boundary of the lot known on the Official Plan and in the Book of Reference of the St. Ann's Ward, of the said City of Montreal, by the number twelve hundred and nine; bounded towards the East by lots numbers twelve hundred and fourteen twelve hundred and fifteen and twelve hundred and seventeen, of the said Ward, and towards the West by lot number twelve hundred and eighteen of said Ward.

ST. HENRI CAR BARNs, TRANSFORMER STATION AND STORAGE
BATTERY PLANT.

(1) Lot number sixteen hundred and thirty-one (1631) on the Official Plan of the Parish of Montreal.

(2) That certain parcel of land being part of lot number sixteen hundred and thirty-two (1632) of the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, bounded in front by Lenoir or Bethune Street, in rear by lot number sixteen hundred and thirty-five, on one side by lot number sixteen hundred and thirty-one of the said Official Plan and Book of Reference, on the other side by the boundary line dividing the heretofore Town of Cote St. Antoine from the heretofore Town of St. Henry, containing an area of about one hundred and fifteen thousand six hundred and thirty feet.

(3) Lot number sixteen hundred and thirty-five (1635) on the said Official Plan of the said Parish less that portion thereof acquired by the heretofore City of St. Henri.

(4) A lot of land being the North-West portion of lots numbers sixteen hundred and thirty-nine and sixteen hundred and forty (1639 and 1640), on the said Official Plan of the said Parish of triangular form, twenty-four feet six inches (24' 6") on one side, ninety-four feet six inches (94' 6") on another side and eighty-six feet (86') on the third side, bounded to the North and West by the said lot number sixteen hundred and thirty-five (No. 1635) and to the East by St. Antoine Street.

(5) a. Lot number one of the Official Subdivision of the lot known as number sixteen hundred and forty-four (1644) on the Official Plan and Book of Reference of the Parish of Montreal.

b. Lot number one of the Official Subdivision of the lot number sixteen hundred and fifty-seven (1657) on the Official Plan and Book of Reference of the Parish of Montreal.

ST. DENIS STREET CAR BARN, TRANSFORMER STATION AND
STORAGE BATTERY PLANT.

(1) Those certain lots of land situate in the said City of Montreal fronting on St. Denis and DeFleurimont Streets, and forming part of lot number eight (8) of the Official Plan and Book of Reference of the Village of Cote St. Louis, and more particularly known on the subdivision plan duly made and filed of said official lot as subdivisions one, two, three, four, five, six, seven, one hundred and nine, one hundred and ten, one hundred and eleven, one hundred and twelve, one hundred and thirteen, one hundred and fourteen, one hundred and fifteen, one hundred and sixteen, one hundred and seventeen, three hundred and eighteen, three hundred and nineteen, three hundred and twenty, three hundred and twenty-one, three hundred and twenty-two, three hundred and twenty-three, three hundred and twenty-four, three hundred and twenty-five, three hundred and twenty-six, three hundred and twenty-seven, three hundred and twenty-eight, also part of subdivision one hundred and eight of said lot number (8), bounded on the South by the street or lane immediately to the North of the Canadian Pacific Railway's track, on the West by lots one to seven, above described, to the North by the South line of DeFleurimont Street, and to the East by lots one hundred and nine to one hundred and seventeen, above described: (8—1, 2, 3, 4, 5, 6, 7, 109, 110, 111, 112, 113, 114, 115, 116, 117, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328 and pt. of 108).

(2) Those certain lots of land situate in the City of Montreal and forming part of lot number eight (8) on the Official Plan and in the Book of Reference of the Village of Cote

St. Louis, and more particularly known on the subdivision plan duly made and filed of said official lot before the correction thereof, as subdivisions one hundred and five, two hundred and fifteen, two hundred and twenty-one, four hundred and thirty-eight, four hundred and forty-four, five hundred and fifty-six, five hundred and fifty-five, and five hundred and fifty-four and now known and described upon the said plan as corrected as parts of official lot number three hundred and forty, which is the number designating the line of the Montreal Park and Island Railway Company.

(3) a. A tract of land comprising subdivisions nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, and twenty-eight (9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28) one hundred and nineteen, one hundred and twenty, one hundred and twenty-one, one hundred and twenty-two, one hundred and twenty-three, one hundred and twenty-four, one hundred and twenty-five, one hundred and twenty-six, one hundred and twenty-seven, one hundred and twenty-eight, one hundred and twenty-nine, one hundred and thirty, one hundred and thirty-one, one hundred and thirty-two, one hundred and thirty-three, one hundred and thirty-four, one hundred and thirty-five, and one hundred and thirty-six, one hundred and thirty-seven, one hundred and thirty-eight, two hundred and ninety-eight, two hundred and ninety-nine, three hundred, three hundred and one, three hundred and two, three hundred and three, three hundred and four, three hundred and five, three hundred and six, three hundred and seven, three hundred and eight, three hundred and nine, three hundred and ten, and three hundred and eleven (119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311,) three hundred and twelve (312) three hundred and thirteen (313), and subdivisions three hundred and fourteen (314), three hundred and fifteen (315), three hundred and sixteen (316) and three hundred and seventeen (317) of the official subdivision of lot number eight (8) on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis.

b. All the Vendor's rights in and to that portion of subdivision one hundred and eight (108) of the said official lot number (8), forming part of Cowan Street, which lies between the South-East side line of Comte Street (which line corresponds with the prolongation of the North-West side line of the said subdivision twenty-eight (8—28) and one hundred and thirty-eight (8—138) and the North-West side line of

DeFleurimont Street (which line corresponds with the prolongation of the South-East side line of subdivisions nine (8—9) and one hundred and nineteen (8—119).

c. All the Vendor's rights in the lane subdivision two hundred and ninety-seven (297) of the said official lot number eight (8).

ST. DENIS STREET CAR BARN NO. 2.

(4) Those certain six lots of land known as subdivision lots number thirty-six and thirty-seven fronting on St. Denis Street and fifty, fifty-one, fifty-two, and fifty-three fronting on Rivard Street all on the subdivision plan of the lot known and designated by the number one hundred and ninety-eight (Nos. 198—36, 37, 50, 51, and 53,) on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis aforesaid.

(5) Those certain four lots of land known as subdivision lots numbers thirty-eight, thirty-nine, and forty, fronting on St. Denis Street and forty-nine, fronting on Rivard Street, all on the subdivision plan of the lot known and designated by the number one hundred and ninety-eight (No. 198—38, 39, 40 and 49) on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis, aforesaid.

ST. DENIS STREET PROPERTY.

(6) a. The lot of land being number eighty of the official subdivision of lot number two hundred and nine, of the Official Plan and Book of Reference of the incorporated village of Cote St. Louis, containing fifty feet in width by one hundred feet in depth, English measure, deducting however from the said lot a strip being the north-easterly part five feet in depth by the whole width of the said lot.

The right of view and also the right of way and passage on foot and with animals and vehicles in common with others entitled thereto at all times over and upon the following piece of land, viz.:—

(7) A strip of land being the North-Westerly portion of subdivision number two of official subdivision number seventy-nine of cadastral lot number two hundred and nine (209—79—2). Said strip of land measuring fifteen feet in width, by the whole depth of said subdivision (No. 2) and bounded in front by St. Denis Street, in rear by a portion of the lane in rear which portion is known as official subdivision number three of subdivision number seventy-nine of said cadastral lot (209—79—3,) to the North-West by said official subdivi-

vision number eighty (209—80) and to the South-East by the remaining portion (ten feet in width) of said subdivision number two (209—79—2). The whole as appears by Deed of Exchange between the Montreal Street Railway Co. and the Lake of the Woods Milling Co., passed before Phillips, N.P., on 5th of May, 1902.

HOCHELAGA CAR BARNs, CAR BUILDINGS, SHOPS, REPAIRING SHOPS, STORES AND OFFICES.

(1) Lot number one hundred and sixty-three (No. 163) on the official plan of the Village of Hochelaga.

(2) A lot of land of irregular figure situate in the Hochelaga Ward of the said City of Montreal, and forming part of the lot known on the Official Plan and in the Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and fifty-nine (159) and measuring fifty-one feet six inches in front on Notre Dame Street and one hundred and twenty-three feet on a roadway beside the track of the Canadian Pacific Railway Company; two hundred and thirty feet in the North-East side line; one hundred and thirty-seven feet in rear on St. Catherine Street, and two hundred and ninety-four feet nine inches in the South-West side line, and containing a superficial area of thirty-seven thousand three hundred and forty feet; bounded in front by Notre Dame Street and said roadway; on one side to the North-East by DeLevis Street; in rear by St. Catherine Street and on the other side to the South-West by lot number one hundred and sixty-three, the property of said Montreal Street Railway Company; with the buildings thereon erected.

MAISONNEUVE PROPERTY.

(3) a. Those certain subdivisions in the Town of Maisonneuve known on the subdivision plan made and filed of Lot number eighteen on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga as subdivisions four hundred and sixteen (18—416) four hundred and seventeen (18—417) four hundred and eighteen (18—418) four hundred and nineteen (18—419) four hundred and twenty (18—420) four hundred and twenty-one (421), four hundred and twenty-two (18—422), four hundred and twenty-three (18—423), four hundred and twenty-four (424), four hundred and twenty-five (425), four hundred and twenty-six (18—426), four hundred and twenty-seven (18—427), four hundred and twenty-eight (18—428), four hundred and forty (18—440), four hundred and forty-one (18—441), four hundred and forty-two (18—442), four hundred and forty-three (18—443),

four hundred and forty-four (18—444), four hundred and forty-five (18—445,) four hundred and forty-six (18—446), four hundred and forty-seven (18—447), four hundred and forty-eight (18—448), four hundred and forty-nine (18—449) four hundred and fifty (18—450), four hundred and fifty-one (18—451), four hundred and fifty-two (18—452), and four hundred and fifty-three (18—453).

b. All the right, title and interest of the Vendor in and to that portion of subdivision four hundred and twenty-nine of the said official lot (18—429) bounded at one end by Ernest Street on the sides by the subdivisions above described and at the other end by the remainder of said subdivision four hundred and twenty-nine, said portion of said subdivision four hundred and twenty-nine presently sold being of the whole width thereof by a depth of three hundred and fifteen feet or thereabouts, English measure.

PAPINEAU ROAD PROPERTIES.

(1) Lot number two hundred and thirty-one (No. 231) on the official plan of St. Mary's Ward of the City of Montreal, less any portion of the same that may have been taken for the widening of Papineau Ave.

(2) A lot of land forming the North-West part of the lot known and designated by the number three hundred and thirty-four (N.W. pt. 334) on the Official Plan and in the Book of Reference of the Municipality of the Village of Côte St. Louis, containing seventy-three feet in width by one hundred and fifty-six feet in depth, more or less, English measure. Bounded in front by Papineau Road in rear by official lot number three hundred and thirty-two, on the North-West side by lot official number three hundred and thirty-three, and on the South-East by the remainder of said lot No. 334, on all said official plan.

(3) A block of land fronting on Papineau Avenue in the St. Denis Ward of the City of Montreal, composed of subdivision lots numbers eight, nine, ten, eleven, twelve and thirteen (8, 9, 10, 11, 12 and 13) on the subdivision plan duly deposited and filed of lot number three hundred and thirty-five (335) and subdivision lots one, two, three, four and five, (1, 2, 3, 4 and 5) on subdivision plan duly made and filed of lot number three hundred and thirty-six (336), all on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis.

NOTRE DAME STREET PROPERTY.

(1) An emplacement situate in the said City of St. Henri, known as part of lot number nineteen hundred and twenty-three (1923) on the Official Plan and Book of Reference
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for the Parish of Montreal, in the said County of Hochelaga, containing twenty-five feet in width in front and in rear, by sixty-seven feet nine inches on the South-Westerly side line and sixty feet three inches on the North-Easterly side line, all English measure, more or less, bounded in front to the South-East by Notre Dame Street, to the South-West by another portion of the said lot being a side lane of ten feet wide, and in rear to the North-West by property of the Grand Trunk Railway Company (formerly known as the Montreal Lachine Railway Company's property), being official lot No. 4688, and to the North-East by another portion of said lot No. 1923.

GUY STREET AND WESTMOUNT CONNECTION

(1) The exclusive right of passage on a strip of land forming part of Mountain Farm, belonging to the Gentlemen Ecclesiastics of the Seminary of St. Sulpice of Montreal, which farm is known and designated on the Official Plan and Book of Reference of St. Antoine Ward in the said City as lot number seventeen hundred and twenty (1720), and on the Official Plan and Book of Reference of the Incorporated Village of Cote des Neiges as lot number 170 (One hundred and seventy), this strip of land containing forty feet (40) in width by seven hundred and fifty (750) feet in depth, English measure, more or less, and bounded in front by Cote des Neiges road at a distance of about two hundred and seventy (270) feet above Cedar Avenue; in the rear by lot number one hundred and sixty-nine (169) of the official plan of the said Village of Cote des Neiges, and on each side by parts of the two official numbers above mentioned under which the said farm has hereinabove been designated, and crossing in a curve the North corner of the said lot No. 1720 of the said St. Antoine Ward, and the whole of lot No. 170 of the said Village of Cote des Neiges.

(2) a. Lots, subdivisions one, one *a*, two and three (1, 1*a*, 2 and 3) upon the sub-division Plan and Book of Reference thereof duly made and filed of lot number one hundred and sixty-eight (168) upon the Official Plan and Book of Reference of the said Incorporated Village of Cote des Neiges (168—1, 168—1*a*, 168—2 and 168—3).

b. Subdivisions one, two and eighteen and part of subdivision seventeen upon the subdivision Plan and Book of Reference thereof, duly made and filed of lot number one hundred and sixty-seven upon the said Official Plan and Book of Reference of the said Incorporated Village of La Cote des Neiges (167—1, 2, 18 and pt. of 17), the said part of said subdivision seventeen (No. 167—17) hereby sold and conveyed, being

comprised within the following limits, to wit: bounded at one end to the North-East by said Cote des Neiges Road, at the other end to the South-West by the continuation of the South-Westerly side lines of said lots Nos. 168—3, 167—2 and 167—18 across said lot subdivision seventeen (167—17) on one side to the North-West by said subdivision lot No. 167—18 and on the other side to the South-East by subdivision lots Nos. 167—1, 167—2, and 168—1a.

The said piece or block of land hereby conveyed and composed as above mentioned, containing a total superficies of twenty-five thousand six hundred and forty-two feet (25,642), English measure

(3) The exclusive right and privilege to lay, construct and maintain in perpetuity a double line of tracks along the whole length of the strip of land hereinafter described and run cars over the same, with exclusive right of way for said cars over said tracks, and to place and maintain therein and thereon in perpetuity all conduits, poles, rails, wires and whatever may be necessary or expedient for or in connection with the operation of its railway throughout or along said strip of land, a perpetual servitude having been granted and created to that effect in favor of the said Vendor and assigns over, in and upon said strip of land, to wit: that certain strip of land situate in the Town of Cote des Neiges, in the District of Montreal, forming part of the lot of land known and designated upon the Official Plan and in the Book of Reference of the Village of La Cote des Neiges by the number one hundred and sixty-nine (169) and bounded said piece of land or part of lot as follows: In front to the North-West by Westmount Avenue formerly Trafalgar Avenue as established by Deed of Agreement between The Trafalgar Institute and Dame Margaret E. Robertson, wife of James A. L. Strathy, dated the tenth day of November eighteen hundred and ninety-six, passed before E. H. Stuart, Notary, and registered in the Registry Office for the Registration Division of the Counties of Hochelaga and Jacques Cartier the 13th November, 1896, under No. 64,404, said road-way having a width of sixty feet, English measure, at Cote des Neiges Road and a varying width throughout its length extending from the Cote des Neiges Road to the land of the Municipality of Westmount where it measures fifty-four feet in width adjoining Mount Pleasant Avenue, in rear to the South-East by lot number one hundred and seventy (No. 170) upon said Official Plan and Book of reference and on both sides by other parts of said official lot number one hundred and sixty-nine, and measuring said strip or piece of land forty feet in width in front along said Westmount Avenue and forty feet one inch in width along the rear line by two hundred and thirty-two feet six inches in depth on

the North-East side line and two hundred and thirty-three feet in depth on the South-West side line, and containing a total superficies of nine thousand three hundred and ten feet, English measure, the North-Easterly side line of the said strip of land upon which said rights are granted commencing at a point on the South-Easterly side line of said Westmount Avenue, distant one hundred and forty two feet, English measure, from said Cote des Neiges Road and terminating at a point on the rear line of said lot No. 169, and separating the same from lot No. 170 distant two hundred and sixty-seven feet eleven inches (267' 11") along said lastly mentioned line from said Cote des Neiges Road, as said piece of land or part of lot together with said Westmount Avenue, formerly Trafalgar Avenue, are shown upon a plan made by J. P. B. Casgrain, P.L.S., which is annexed to deed of conveyance from Westmount Land Company *et al*, passed before Stuart, N.P., on the 20th of October, 1902.

ST. PAUL LOTS.

(1) Lots numbers three thousand nine hundred and forty to three thousand nine hundred and fifty-seven (Lots Nos. 3940 to 3957) inclusive on the official plan of the Parish of Montreal.

MOUNT ROYAL AND PARK AVENUE OFFICE AND WAITING ROOM.

(1) Four lots of land situate in the Town of St. Louis, presently known and designated under the numbers sixty-eight, sixty-nine and seventy of the subdivision of the lot number thirteen and under the number one of the subdivision of the lot number fourteen (13 — 68, 69, and 70 and 14—1) on the Official Plan and in the Book of Reference of the incorporated Village of Cote St. Louis, with the buildings thereon erected, with the right in perpetuity in common with all others having or that may hereafter have same right, in a lane of eighteen feet left in rear of said lots, without obstructing the same in any way, with obligation of keeping said lane free and clear at all times of the year.

HEAD OFFICE PROPERTY.

(1) Lot number one hundred and sixty-three (163) on the Official Plan and Book of Reference of the Centre Ward of the city of Montreal.

DAVIDSON STREET — RUNNING RIGHTS.

All the rights that the Vendor may have in or to the land now constituting Nolan Street and Davidson Street and which it may be entitled to enjoy otherwise than under contract with the Municipality having jurisdiction over said streets.

DUCLOS RUNNING RIGHTS.

All the right, title and interest of the Vendor under a certain agreement entered into with Charles A. Duclos, Esq., bearing date 26th October, 1907, before Cameron, N.P., including the exclusive right of the Vendor to construct and operate its railway with one or two tracks as it may elect on the following immoveable property, at such location thereon throughout its length as the Vendor may choose, to wit: Subdivision two hundred and eleven (211) of lot number one (1) and subdivision one (1) of lot number three (3) on the official plan and book of reference of the Incorporated Village of Cote St. Louis; subdivision one (1) of lot number two hundred and ten (210) and subdivision one (1) of lot number two hundred and eleven (211), on the Official Plan and Book of Reference of Cote La Visitation; subdivision one (1) of lot number four hundred and eighty-one (481), and subdivision one (1) of lot four hundred and eighty-two on the Official Plan and Book of Reference of Sault au Recollet.

All the right, title and interest of the Vendor under another agreement with the said Duclos bearing date 28th November, 1907, before said Cameron, N.P., including the exclusive right of the Vendor to construct and operate its railway with one or two tracks as it may elect on the following immoveable property at such location thereon throughout its length as the company may choose, to wit: An emplacement containing a depth of sixty-six feet by a total length of one hundred and sixty-two feet, English measure and more or less, and composed of the portion of subdivision one (1) and the whole of subdivision one hundred and forty-five (145) of lot number one (1) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, said portion of subdivision one (1) containing a width of thirty-three feet in its North-West and South-East side lines which are respectively prolongations across the said subdivision one (1) of the North-West side lines of said subdivision one hundred and forty-five (145), by a depth of sixty-six feet English measure and more or less, being bounded said portion of said subdivision one (1) to the North-East by said subdivision one hundred and forty-five (145), to the South-West by Official lot number two (2), and to the North-West and South-East by the remaining portions of said subdivision one (1).

II

DESCRIPTION OF PROPERTY FORMERLY OWNED BY
MONTREAL PARK AND ISLAND RAILWAY
COMPANY.

MOUNTAIN BELT LINE AND CARTIERVILLE LINE.

Lot number four thousand seven hundred and seven on the Official Plan and in the Book of Reference of the Parish of Montreal.

The right of way on Maplewood Avenue and Decelles Street over a space of twenty feet in width, English measure, more or less, throughout the entire length of the said Avenue and a portion of said Street; the said Maplewood Avenue being known under the official number two hundred and twenty-one (221) on the Official Plan and Book of Reference of the subdivision of the official lot number twenty-eight (28) of the Incorporated Village of Cote des Neiges; the said portion of Decelles Street being known under the number thirty-three (33) on the Official Plan and Book of Reference of the official subdivision of the said official lot number twenty-eight (28) of the said Village of Cote des Neiges; the whole as possessed and owned by the Vendor subject to a deed passed before Hetu, Notary, on the 16th day of November, 1894, by the heirs Filiatrault, together with all the rights and privileges granted by and subject to the terms and conditions stipulated in the said deed.

Lot number one hundred and seventy-one on the Official Plan and in the Book of Reference of the Village of Cote des Neiges.

Three contiguous lots of land, each of the said lots measuring 25 feet in front by ninety-five feet in depth, the whole English measure and more or less, and being bounded in front by Maplewood Avenue and known under the number three hundred and thirty-three, three hundred and thirty-four, and three hundred and thirty-five, on the Official Plan and Book of Reference of the official subdivision of lot number twenty-eight of the Incorporated Village of Cote des Neiges.

A strip of land situate in the rear of the three lots described in the next preceding paragraph, measuring fourteen feet in width by seventy-five feet in depth, English measure and more or less, forming part of the lot known under the number three hundred and twenty-three on the Official Plan and Book of Reference of the official subdivision of said lot number 28, and bounded as follows: on the South-East by the lots described in the next preceding paragraph; on the North-West by lot number twenty-nine on the said Official Plan

and Book of Reference, and to the South-West and North-East by other parts of the said lot number three hundred and twenty-three of the said official subdivision.

A tract of land situate on the North-West side of Maplewood Avenue, composed of the lot bearing the number two hundred and seventy-three (No. 273) of the subdivision of lot number twenty-eight (28) on the Official Plan and Book of Reference of the Village of Cote des Neiges, in the County of Hochelaga, and of the lot bearing the number sixteen (No. 16) of the resubdivision of lot number two hundred and fifty-five (255) of the subdivision of lot number twenty-eight (28) of the same Official Plan and Book of Reference, with the building thereon erected.

The right to lay down, maintain and operate two tracks for a railway along Third Street in Cote St. Luc, forming part of lots Nos. 51, 62 and 64 on the Official Plan and in the Book of Reference of the Parish of Montreal.

The exclusive right of passage through lot 184 on the Official Plan and in the Book of Reference of the Parish of Montreal, being a strip of land parallel to Sherbrooke Street as existing on the 21st April, 1896, said strip containing 66 feet in breadth; bounded in front by Notre Dame de Grace Road or Montée de St. Luc, in rear by lot No. 189 on the said plan, and on both sides by the residue of said lot No. 184, and being in a straight line through the centre of said Sherbrooke Street in such manner that the said existing Sherbrooke Street shall be on each side 4 ft. 6 in. broader than the new street, the whole as set forth and on the terms and conditions contained in an agreement between Daniel J. Decarie and the Montreal Park & Island Railway Company executed before A. C. Decary, N. P. on the 21st April, 1896.

The exclusive right of passage through lot No. 189 on the Official Plan and in the Book of Reference of the Parish of Montreal at a certain place across the said property in parallel line with Sherbrooke Street as existing in the Town of Westmount on the 21st of April, 1896, said strip containing 66 ft. in breadth, bounded at one end by Sherbrooke Street the other by lot No. 184 on said official Plan, and on both sides by the remainder of said lot official No. 189, and being in a straight line through the centre of said Sherbrooke Street in such manner that the said existing Sherbrooke Street shall be on each side 4 ft. 6 in. broader than the new street, the whole as set forth and on the terms and conditions contained in an agreement between Felix Decarie and the Montreal Park & Island Railway Company executed before A. C. Decary, N.P., on the 21st April, 1896.

A strip of land, forming part of lot number fifty (50) on the official Plan and Book of Reference of the Municipality

of the Parish of Montreal, having a width of seventy-five feet by a length of two thousand eight hundred and sixty-nine feet English measure, and an area of five arpents and eight hundred and forty-seven thousandths (5.847); bounded at the North-West end by part of the same lot belonging to Zotique Decary, at the South-East end by the Montée of Notre Dame de Grace, on the South-West side by lot No. 4707 occupied by and belonging to the Vendor and on the North-East side by another part of the same lot belonging to Gervais Z. Decary or representatives.

A strip of land forming part of lot number fifty (50) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, of a uniform width of seventy-five feet by a length of two thousand nine hundred and sixteen feet English measure and an area of five arpents and nine hundred and forty-two thousandths (5.942); bounded as follows, at one end to the North-West by lot number forty-five, belonging to Gervais Decary, son of Jeremie, at the other end to the South-East by another part of said lot number fifty belonging to Gervais Decary, brother of Zotique Decary, to the South-West by part of lot number 4707 now occupied by and belonging to the Vendor, and to the North-East by another part of the same lot belonging to Zotique Decary or representatives.

A strip of land forming part of lot number forty-five (45) on the Official Plan and Book of Reference of the Municipality of the Parish of Montreal, of a width of seventy-five feet by a length of five hundred and seventy-nine feet, English measure, and an area of one arpent and one hundred and seventy-nine thousandths (1.179), and bounded as follows: At the North-West end by the Canadian Pacific Railway Company, at the South-East end by lot number fifty; on the North-East side by another part of the said lot number forty-five (45) belonging to Gervais Decary or representatives and on the South-West side by lot number 4707 now occupied by and belonging to the Vendor.

Lot number two thousand six hundred and forty on the Official Plan and in the Book of Reference of the Parish of St. Laurent, less the part transferred to the corporation of the Village of St. Laurent by deed before H. Gohier, N.P., dated the 8th Aug., 1907.

A strip of land situated in the Parish of St. Laurent in the County of Jacques Cartier being a part of lot No. 581 on the Official Plan and Book of Reference of the said Parish of St. Laurent bounded, the said strip of land on the North-West by the Cote de Liesse Road, on the South-East by lot No. 171 of the Official Cadastre of the Village of Cote des Neiges and on the North-East by another portion of said lot official No. 581 hereinafter described and the South-West

by the remainder of the said lot No. 581 belonging to the Corporation of the College of St. Laurent or representatives, described as follows:—Commencing at a point at 40 feet distant from the corner where the lines of division between the properties of the Parish of St. Laurent and Cote des Neiges join and running in a Northerly direction a distance of 1784 ft. more or less to the line of division between the Cote de Liesse Road and the said lot No. 581, thence running in a North-Easterly direction along the said line of division between the Cote de Liesse Road and the said lot No. 581, a distance of 40 ft. more or less, thence running in a Southerly direction a distance of 1694 ft. more or less to the said boundaries between the Parish of St. Laurent and the Parish of Cote des Neiges, thence along the line of division between the said Parishes in a South-Westerly direction a distance of 102 feet to the point of beginning, the whole forming a strip of land 40 ft. in width and having a superficies of 1 arpent and 89-100 more or less as shown in red on the plan annexed to a deed of Exchange passed between the Corporation of the Village of St. Laurent and the Montreal Park & Island Ry. Co. before Hercule Gohier, N.P., 8th Aug., 1907.

A strip of land forming a part of lot No. 581 on the Official Plan and in the Book of Reference for the said Parish of St. Laurent containing 20 ft. in width and 1694 ft. in length bounded on one end by the boundary of the Parish of St. Laurent, on the other end by the Cote de Liesse Road, on one side to the North-East by another portion of the said official lot No. 581 belonging to the said Corporation of the College of St. Laurent or representatives and on the other side to the South-West by the right of way of the said Vendor 40 ft. in width.

A strip of land forming part of an Avenue called Florence Avenue and composed of part of subdivision two hundred and four of lot number four hundred and sixty-five (465—pt. 204) and part of subdivision twenty-six and part of subdivision one hundred and twenty-seven of lot number four hundred and sixty-six (466—pt. 26 and pt. 127) of the Official Plan and Book of Reference of the Parish of St. Laurent, in the County of Jacques-Cartier; said strip making the present right of way of said Vendor a strip of sixty feet in width in the centre of said Florence Avenue extending from Cote de Liesse Road to Cote de Vertu Road, and bounded on both sides by other portions of said Florence Avenue.

A perpetual right of way for the purpose of the establishment and exploitation of an electric railway in the Street known under the name Grand Boulevard de Plaisance in the Village of Cartierville, in the Parish of St. Laurent, known and designated on the Official Plan and Book of Reference of

the said Parish of St. Laurent as official subdivision one hundred and thirty-eight of official lot number forty-four (44—138) of the said Parish, together with the right to place in the said street all poles, rails, wires, etc., and generally all that is necessary for the establishment and exploitation of an electric railway.

Those certain parts of subdivisions one hundred and eighty-one and one hundred and eighty-two of the official subdivision of original lot 44 of the Official Plan and Book of Reference of the Parish of St. Laurent which also forms part of Park and Island Avenue, and also that part of the undivided portion of said lot 44, more particularly described as follows:—Commencing at the point which is the intersection of the division line between said subdivisions one hundred and eighty-one and one hundred and eighty-two and lot No. 40 on said Official Plan and Book of Reference, with the Southerly limits of the Back River Road, thence continuing South-Easterly along said dividing line 4,563 feet more or less to the Northerly limit of the public road, between lots numbers 42 and 44, thence South-Easterly along said limit a distance of forty feet, thence North-Westerly and parallel to the boundary line between lots numbers 44 and 40 a distance of forty feet therefrom, at right angles 4,587 feet more or less to the Southerly limit of the Back River Road, thence Easterly along the said limit a distance of 47 feet more or less to the starting point and containing an area of 185,040 sq. ft. more or less.

Two lots of land situated at Cartierville in the Parish of St. Laurent, County of Jacques Cartier, the first fronting on Boulevard de Plaisance and the second on Park & Island Avenue and known and designated on the Official Plan and Book of Reference of the said Parish of St. Laurent under the No. 44, official subdivisions Nos. 161, 162 (Nos. 44—161 and 162.)

Another lot of land situated in the same place and known and designated on the said Official Plan and Book of Reference as being the South-East part of the lot of land known under the number forty-four (44), official subdivision number one hundred and sixty (160) containing in this part of the lot ten feet in width by one hundred and thirteen feet in depth, more or less, English measure, bounded in front by the Street bearing the name Park & Island Avenue, to the rear by the lot of land No. 159 of the same subdivision, on one side by the lot of land above described under the number one hundred and sixty-two (162) and on the other side by the residue of the said lot of land number one hundred and sixty (160).

Another lot of land situated and fronting on the same place and known on the said Official Plan and Book of Reference

of the said Parish of St. Laurent as being the North-West part of the lot of land known under the number forty-four (44) official subdivision number one hundred and sixty-four (164), containing 30 feet in width by 113 feet in depth, more or less, English measure, and bounded in front by Park & Island Avenue, above mentioned, to the rear by the lot of land No. 163 of the same subdivision, on one side by the lot of land above described under the No. 162, and on the other side by the remainder of the said lot of land No. 164 (No. 44—164).

That certain tract or parcel of land and premises situate, lying and being in the said town and parish of St. Laurent, being a part of lot number four hundred and sixty-six (466) of the Official Plan and Book of Reference of the said Parish of St. Laurent, and which said tract or parcel of land includes the official subdivision numbers fifty-seven, fifty-eight, fifty-nine, sixty, sixty-one, sixty-two, sixty-three, sixty-four, sixty-five, sixty-six, sixty-seven and sixty-eight of the said lot known and designated under the number four hundred and sixty-six on the Official Plan and Book of Reference of the said Parish of St. Laurent, and also a part of the official subdivision number one hundred and twenty-two of the said lot known and designated under the number four hundred and sixty-six on the Official Plan and Book of Reference of the said Parish of St. Laurent (466—57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 122) and which said tract or parcel of land is enclosed by the following boundary, commencing at a point which is the intersection of the South-Western boundary of said subdivision number one hundred and twenty-two of said lot number four hundred and sixty-six, with the South-Eastern boundary of the Grand Trunk Railway's right of way and proceeding along the last mentioned boundary in a North-Easterly direction for a distance of one hundred and thirty-six feet, more or less, to its intersection with the South-Western boundary of the subdivision number one hundred and twenty-seven of the said lot number four hundred and sixty-six, thence along the last mentioned boundary in a South-Easterly direction for a distance of three hundred and thirty-three feet, more or less, to its intersection with the South-Eastern boundary of the said subdivision number sixty-eight of the said lot number four hundred and sixty-six, thence continuing South-Westerly along the last mentioned boundary for a distance of one hundred and thirty-five feet, more or less, to its intersection with the said South-Western boundary of the said subdivision number one hundred and twenty-two of the said lot four hundred and sixty, thence continuing along the last mentioned boundary in a North-Westerly direction for a distance of two hundred and fifty-four feet, more or less, to the starting point, the whole con-

taining thirty-nine thousand three hundred and twenty-five (39,325) square feet, more or less, English measure.

LACHINE LINE.

1. Lot number four thousand seven hundred and six on the Official Plan and in the Book of Reference of the Parish of Montreal.

Deducting the property sold by the Montreal Park & Island Railway Company to Dame Frances Ramsay McIntosh by deed passed before H. Baby, Notary Public, on the 10th of August 1907, which said property so sold as aforesaid is described as follows:

That certain parcel of land of irregular figure fronting on Cote St. Paul Road and forming part of lot four thousand seven hundred and six on the Official Plan and Book of Reference of the part of lot sixteen hundred and ninety-eight on the Official Plan and Book of Reference of the Parish of Montreal, described as follows: Commencing at a point formed by the intersection of the South limit of the strip of land acquired by the Montreal Park and Island Railway Company from John Nicholson *et al* by Deed of Sale passed before J. Lonergan, Notary, on the fourth day of June, eighteen hundred and ninety-six, and registered in the Registry Office of the Counties of Hochelaga and Jacques-Cartier and the Westerly line of Cote St. Paul Road, thence running Southerly along the said Westerly line of Cote St. Paul Road a distance of one hundred feet, thence Westerly and at right angles to said line, a distance of twelve feet, thence Northerly and parallel to Cote St. Paul Road a distance of thirty-eight feet, thence again Northerly a distance of twenty-five feet to a point distant seventeen feet measured at right angles from Cote St. Paul Road, thence running North-Westerly a distance of twenty feet, to a point on the Southerly limit of said strip of land acquired from said John Nicholson at a distance Westerly along such Southerly limit thirty-six feet from Cote St. Paul Road, thence Easterly along said Southerly limit a distance of thirty-six feet to the point of beginning and containing an area of (one thousand four hundred and fifty-three square feet).

Deducting also all of the property sold by the Montreal Park & Island Railway Company to The Dominion Car and Foundry Company, Limited, by deed passed before J. A. Cameron, Notary Public, on the 11th day of February, 1909, which said property so sold as aforesaid is described as follows:

An emplacement in the Town of Notre Dame de Grace, District of Montreal, formerly described as being part of lot number one hundred and thirty-seven (137) of the Official

Plan and Book of Reference of the Parish of Montreal and now described as part of lot number four thousand seven hundred and six of the said Official Plan and Book of Reference.

The said emplacement contains a width of forty-four feet measuring at right angles to the side lines thereof, by a length of two hundred feet in each of the North-West and South-East side lines, and a superficial area of eight thousand eight hundred feet, all English measure and more or less, and is bounded to the North-West by the right of way of the said Montreal Park & Island Ry. also forming part of the said official lot four thousand seven hundred and six, to the North-East by official lot one hundred and thirty-eight and to the South-East and South-West by other portions of the said lot number one hundred and thirty-seven; the North-East line of the said emplacement coinciding with and the South-West line thereof being parallel with the line of division between the said official lots one hundred and thirty-seven and one hundred and thirty-eight.

Lot number one thousand and thirty-six on the Official Plan and in the Book of Reference of the Parish of Lachine.

Lot number one thousand and thirty-five on the Official Plan and in the Book of Reference of the Parish of Lachine. Less the portion sold to the Ontario & Quebec Railway Company by deed passed before W. H. Cox, N.P., on the 14th day of July, 1908, and registered in the registry office for the Counties of Hochelaga and Jacques-Cartier under the No. 147318.

All the rights of the Vendor in and to that certain lease from Her Majesty, Queen Victoria, unto the Montreal Park and Island Railway Company, executed on the 5th day of March, 1896, before witnesses, for a term of twenty-one years, to be computed from the 1st day of May, 1896, being a lease for the purposes of the Vendor of the following immoveable property, to wit:

All those certain parcels or tracts of land and premises, situate, lying and being in the Parish of Lachine, in the County of Jacques Cartier, and Province of Quebec, being a part of lots 1005, 950 and 962 of the cadastre of the Parish of Lachine and being designated respectively, as parcel, parcels Nos. 8, 24 and 22, on the Plan and Book of Reference of the Montreal Park and Island Railway Company, on file in the Department of Railways and Canals at Ottawa and which said parcels or tracts of land are more particularly in said lease described as being as follows, that is to say:—

All that part of lot 1005 of the cadastre of the Parish of Lachine, commencing at a point on the boundary line between the Parish of Lachine and the Parish of Montreal, which

point is distant Southerly thirty-five feet measured along the said boundary line from the Southerly limit of the Grand Trunk Railway property, thence continuing along the said boundary line a distance of seventy feet, thence Westerly parallel to the Grand Trunk Railway property a distance of two thousand nine hundred and ninety feet, more or less, to the centre of the River St. Pierre, thence Northerly and Easterly following the windings of the river to the line of Southerly side of the "Laflamme" ditch produced, thence following the said Southerly side of ditch a distance of two thousand seven hundred and forty feet, more or less, to the place of beginning. The whole containing an area of five arpents and 111-1000 of an arpent, and as shewn on the plan signed by Raoul Rinfret, P.L.S., dated Montreal, November, 26th, 1895.

Also that part of lot number nine hundred and fifty (950) of the cadastre of the Parish of Lachine, commencing at a point which is the intersection of the Southern boundary of the Grand Trunk Railway Company's property and the dividing line between lots number nine hundred and fifty (950) and nine hundred and fifty-two (952), thence continuing along said dividing line for a distance of seventy feet more or less, thence Westerly and parallel to the Grand Trunk Railway Company's track for a distance of two hundred feet, more or less, to the centre of the River St. Pierre, thence Northerly and Easterly following the old course of the River St. Pierre to the Southern boundary of the Grand Trunk Railway Company's property, thence Easterly along said boundary for one hundred and ten feet, more or less, to the starting point. The whole containing an area of two hundred and thirty-three thousandths (0,233) of an arpent, and as shown on the plan signed by Raoul Rinfret, P.L.S., dated Montreal, 26th November, 1895.

Also part of lot number nine hundred and sixty-four of the cadastre of the Parish of Lachine, commencing at a point which is the intersection of the Southern boundary of the Grand Trunk Railway Company's property and the dividing line between lots number nine hundred and sixty-four (964) and nine hundred and sixty-five (965), thence continuing along said dividing line for a distance of seventy feet, more or less, thence Westerly and parallel to the Grand Trunk Railway Company's track for a distance of one hundred and twenty (120) feet, more or less, to the dividing line between lots number nine hundred and sixty-four (964) and nine hundred and fifty-two (952) thence Northerly for seventy feet, more or less, to the Southern boundary of the Grand Trunk Railway Company's property, thence Easterly along said boundary for one hundred and fifteen feet more or less

to the starting point, the whole containing an area of two hundred and fifteen thousandths (0.215) of an arpent, more or less, and as shown on the plan signed by Raoul Rinfret, P.L.S., dated 26th November, 1895.

The right to construct, maintain and operate its railway on lot No. 809 on the Official Plan and in the Book of Reference of the Town of Lachine and to exercise thereon all rights reasonable and necessary for that purpose, together with all such other right, title and interest as the Company may own in said lot after the deduction of the rights conveyed by Montreal Park & Island Railway Company to the City of Lachine by two deeds the first executed on the 15th February, 1898, before H. Schetagne, N.P., registered under No. 71504, and the second by deed executed 6th July, 1909, before J. A. Cameron, N.P., registered under No. 159945.

A strip of land lying, being and situate in the centre Ward of the Town of Lachine, containing two feet and nine inches in width by about seventy two feet in length, English measure, to be taken off number two hundred and twenty-five on the Plan and in the Book of Reference of the Town of Lachine, along the South side of said lot, from the eastern line of St. Peter Street, now 26th street, in front, to lot number two hundred and thirty-two in rear. The strip of land hereby sold and hereinbefore described is part of that lot of land known and designated under number two hundred and twenty-five on the Plan and in the Book of Reference of the cadastre of the Town of Lachine, and is bounded as follows: In front towards the West, by 26th Street, heretofore St. Peter Street, in rear or towards the East, by part of lot number two hundred and thirty-two of said cadastre of the Town of Lachine, towards the North by the remainder of said lot number two hundred and twenty-five, and on the South side, by Notre Dame Street, which is lot number eight hundred and nine on the Plan and in the Book of Reference of the cadastre of the Town of Lachine.

A right of way across a certain strip of land in the Parish of Lachine being part of cadastral lot number eight hundred and three (803) on the Official Plan and Book of Reference of the said Parish, the whole as appears from a Memorandum of Agreement made on the 2nd day of July, 1897, between the Grand Trunk Railway Company of Canada and the Montreal Park and Island Railway Company and all the rights acquired by the Montreal Park & Island Railway Company under said agreement.

LACHINE EXTENSION.

A certain emplacement or piece of land forming the Westerly corner of Dawes Avenue and Broadway in the said Town

of Lachine composed of official subdivisions numbers fifty-one, fifty-two, fifty-three and fifty-four of cadastral lot number one hundred and eighty-four (184—51, 52, 53, 54) on the Official Plan and in the Book of Reference for the said Town of Lachine.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one on the Official Plan and Book of Reference of the Town of Lachine, described as follows:

Beginning at a point on the Eastern boundary of lot number one hundred and eighty-one said point being distant in a Northerly direction seventy-three feet from the Northern boundary of the street or avenue known as Broadway; thence in a North-Westerly direction in a straight line to a point on the division line between lots sixteen and seventeen, distant in a Westerly direction one hundred and fifty feet from the intersection of this division line with the South-Western boundary of the right of way of the Grand Trunk Railway (said lots sixteen and seventeen being unofficial parts of official lot number one hundred and eighty-one, as shown on a plan prepared by Joseph Rielle, P.L.S., dated the twenty-second of June, nineteen hundred and nine; thence continuing in a North-Westerly direction in a straight line to a point on the Eastern boundary of the street known as Thirty-sixth or Boyer Avenue, said point being distant sixty-six feet from the afore-said South-Western boundary of the right of way of the Grand Trunk Railway, measured at right angles thereto; thence Northerly along the Eastern boundary of Thirty-sixth or Boyer Avenue a distance of seventy-seven and eight-tenths feet to the South-Western boundary of the right of way of the Grand Trunk Railway; thence South-Easterly along said South-Western boundary to the Eastern boundary of afore-said official lot number one hundred and eighty-one; thence Southerly along said Eastern boundary one hundred and forty-five feet to the place of beginning, and containing a superficial area of thirty nine thousand seven hundred and fifteen square feet (39,715). All of the above measurements are English measure and more or less. Being bounded said parcel of land to the South-West by another portion of lot number one hundred and eighty-one, to the North-East by the right of way of the Grand Trunk Railway; to the West by Thirty-sixth or Boyer Avenue, and to the East partly by the right of way of the Grand Trunk Railway and partly by subdivision number fifty-one of official lot number one hundred and eighty-four.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one upon the Official Plan

and Book of Reference of the Town of Lachine described as follows:

Beginning at the intersection of the South-Western boundary of the right of way of the Grand Trunk Railway with the Western boundary of the street or avenue known as Thirty-sixth or Boyer Avenue; thence Southerly along said Western boundary a distance of seventy-seven and eight-tenths feet to a point distant sixty-six feet from the aforesaid South-Western boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Westerly parallel to said South-Western boundary to the division line between lots forty-three and forty-four (said lots forty-three and forty-four being unofficial parts of official lot one hundred and eighty-one as shown on a plan made by Joseph Rielle, P.L.S., and dated the 22nd of June, 1909) thence Easterly along said division line between lots forty-three and forty-four a distance of one hundred and twenty-four and five-tenths feet to the aforesaid South-Western boundary of the right of way of the Grand Trunk Railway; thence South-Westerly along said South-Western boundary a distance of about three and eight-tenths feet to the place of beginning; and containing a superficial area of five thousand and ninety-two square feet (5,092). All of the above measurements are English measure, more or less. Being bounded said parcel of land to the South-West by another part of official lot one hundred and eighty-one, to the North-East by the right of way of the Grand Trunk Railway, to the North by another part of official lot one hundred and eighty-one and to the East by Thirty-sixth or Boyer Avenue.

That certain piece or parcel of land forming part of lot number one hundred and eighty-one upon the Official Plan and Book of Reference of the Town of Lachine, being all that part of lot known as forty-three lying to the South-West of the right of way of the Grand Trunk Railway (said lot forty-three being an unofficial part of lot number one hundred and eighty-one as shown on a plan prepared by Joseph Rielle, P.L.S., and dated the twenty-second of June, nineteen hundred and nine). Beginning at the intersection of the South-Western boundary of the right of way of the Grand Trunk Railway with the Southern boundary of the aforesaid unofficial lot forty-three, thence Westerly along the said Southern boundary a distance of three hundred and ninety-six and eight-tenths feet to the Western boundary of official lot number one hundred and eighty-one, thence Northerly along said Western boundary a distance of two hundred and forty-eight feet to the South-Western boundary of the right of way of the Grand Trunk Railway, thence South-Easterly along said South-Western boundary to the place of beginning; and containing a super-

ficial area of forty-nine thousand two hundred and three square feet (49,203). All of the above measurements are English measure and more or less. Bounded said parcel of land to the South by another part of lot number one hundred and eighty-one, to the West by lot number one hundred and seventy-eight, to the North-East by the right of way of the Grand Trunk Railway.

That certain strip or parcel of land situate in the Town of Lachine, in the County of Jacques Cartier adjoining and parallel to the Southern boundary of the Grand Trunk Railway right of way, forming part of lot number one hundred and seventy-eight on the Official Plan and Book of Reference of the Town of Lachine, containing sixty-six feet in width by about three hundred and eighty-two feet in length, and a total superficial area of about twenty-five thousand two hundred and twelve square feet, the whole English measure and more or less, bounded as follows: To the North-East by above mentioned unofficial lot number forty-three, to the South-West and South-East by other parts of said official lot number one hundred and seventy-eight and to the North-West by the Grand Trunk Railway.

That certain piece or parcel of land situate in the Town of Lachine, county of Jacques Cartier, forming part of lot number one hundred and seventy-eight (178) on the Official Plan and Book of Reference of the Town of Lachine, and more fully described as follows: Beginning at the intersection of the division line between lots number one hundred and fifty-two (152) and one hundred and seventy-eight (178) with the Southern boundary of the right of way of the Grand Trunk Railway; thence Southerly along said division line to a point distant sixty-six feet (66) from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Easterly parallel to and distant sixty-six feet (66) from said Southern boundary a distance of four hundred and four feet (404) more or less to the South-West corner of the property next before described and thence Northerly along the Western boundary of said property to the aforesaid Southern boundary of the right of way of the Grand Trunk Railway and thence Westerly along the said Southern boundary a distance of four hundred and four feet more or less to the place of beginning.

That certain piece or parcel of land situate in the Town of Lachine, County of Jacques Cartier, forming part of lot number one hundred and fifty-two (152) on the Official Plan and Book of Reference of the Town of Lachine and more fully described as follows: Beginning at the intersection of the Western boundary of lot number one hundred and fifty two (152) with the Southern boundary of the right of

way of the Grand Trunk Railway; thence Southerly along said Western boundary to a point distant sixty-six feet (66) from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway measured at right angles thereto; thence Easterly parallel to and distant sixty-six feet (66) from said Southern boundary a distance of six hundred and fifty feet (650) more or less to the division line between lots numbers one hundred and fifty-two (152) and one hundred and seventy-eight (178) thence Northerly along said division line to the aforesaid Southern boundary of the right of way of the Grand Trunk Railway; thence Westerly along said Southern boundary to the place of beginning and containing a superficial area of forty-two thousand nine hundred (42,900) square feet.

A certain part of lot official No, 899 of the Parish of Lachine, to wit: Subdivisions 31, 32, 91, 92 and 93 of official lot No. 899.

A triangular part from the North-East corner of subdivision No. 29 of official lot No. 899 of the Parish of Lachine measuring about 13 6-10 feet on its Eastern boundary, and about 32 9-10 feet on its Northern boundary, containing an area of 223 square feet, English measure and more or less; bounded to the North by subdivision 30, to the East by the division line of the Town of Lachine, and to the South-West by the remaining portion of subdivision 29 of said official lot No. 899.

The Northern part of subdivision 30 of said official lot No. 899 bounded on the South-East by a line drawn from a point on its Southern boundary distant 32 9-10 feet from its Eastern boundary to a point on its Western boundary distant 16 1-10 feet from its Northern boundary and containing an area of about 4,292 square feet English measure and more or less; bounded to the North by subdivision 31, to the East by the division line of the Town of Lachine, to the South by part of subdivision 29, and to the South-West by the remaining portion of subdivision 30, and to the West by part of subdivision 62 of said official lot 899.

A strip of land across the Northern part of subdivision 62, of said official lot number 899, measuring 100 feet at right angles to its Northern boundary and containing about 7,168 square feet, English measure and more or less, bounded to the North by the Grand Trunk Railway to the East by subdivision 31 and part of subdivision 30, to the South by the remaining portion of subdivision 62, and to the West by part of subdivision 33 and subdivision 32 of said official lot No. 899.

The Northern part of subdivision 33, of said official number 899, measuring 48 4-10 feet on its Eastern boundary and 1 1-10 feet on its Western boundary and 113 feet on its Northern

boundary, containing about 2,796 square feet, English measure and more or less; bounded to the North by subdivision 32, to the East by subdivision 62, to the South by the remaining portion of subdivision 33 and to the West by part of subdivision 90 of official lot 899.

A triangular part from the North-East corner of subdivision 90 of said official number 899 measuring about 41 1-10 feet on its Eastern boundary and about 97 4-10 feet on its Northern boundary containing about 2,002 square feet English measure and more or less; bounded to the North by subdivision 91, to the East by subdivisions 32 and 33 and to the South-West by the remaining portion of subdivision 90 of said official lot No. 899.

A strip across the Northern part of subdivision 125 of said official number 899, measuring 100 feet at right angles to its Northern boundary and containing about 7,168 square feet English measure and more or less, bounded to the North by the Grand Trunk Railway, to the East by subdivision 92 and part of subdivision 91, to the South by the remaining portion of subdivision 125, and to the West by part of subdivision 95, part of subdivision 94, and subdivision 93 of official lot 899.

A triangular part from the North-East corner of subdivision 95 of said official number 899 measuring about 16 6-10 feet on its Eastern boundary and about 38 7-10 feet on its Northern boundary containing about 320 square feet English measure and more or less, bounded to the North by part of subdivision 94, to the East by part of subdivision 125, and to the South-West by the remaining portion of subdivision 95 of said official lot No. 899.

The Northern part of subdivision 94 of said official number 899, bounded to the South-East by a line beginning at a point on its Southern boundary distant 38 7-10 feet from its Eastern boundary thence running parallel to the Southern boundary of the right of way of the Grand Trunk Railway to a point 18 5-10 feet from its Western boundary, thence following a curve of a radius of about 2,832 feet to a point in its Western boundary about 33 4-10 feet from its Southern boundary and containing an area of 4,610 square feet English measure and more or less; bounded to the North by subdivision 93, to the East by part of subdivision 125, to the South by part of subdivision 95, and the remaining portion of subdivision 94, and to the West by official lot No. 898.

A lot of land forming a part of lot eight hundred and ninety-seven (897) feet on the official Plan and in the Book of Reference of the Parish of Lachine, and more particularly described as follows; beginning at a point on the Eastern boundary of official lot number eight hundred and ninety-seven (897)

distant seventy-seven (77) feet more or less, from the Southern boundary of the right of way of the Grand Trunk Railway measured Southerly along said Eastern boundary; thence Westerly following a curve of 2,898 feet radius across lot 897 to a point on its Western boundary distant about four hundred and fifty-five (455) feet from the aforesaid Southern boundary of the right of way of the Grand Trunk Railway; thence Southerly along said Western boundary a distance of about 66 feet, thence Easterly following a curve of 2,832 feet radius across lot 897 to its Eastern boundary; thence Northerly along its Eastern boundary a distance of about 68 feet to the place of beginning. The whole being a strip of land across the official lot number eight hundred and ninety-seven (897) of a width of 66 feet and a mean length of nine hundred and ninety-five (995) feet more or less, and containing a superficial area of sixty-five thousand six hundred and seventy feet more or less.

That certain strip or parcel of land situate at Summerlea, in the County of Jacques Cartier, known and designated as part of official lot number eight hundred and ninety-four (894) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot, bounded as follows: to the North-West and South-East by other parts of said lot eight hundred and ninety-four (894); to the North-East by lot number eight hundred and ninety seven (897); and to the South-West by lot number eight hundred and eighty-eight (888). The said strip or parcel of land being situate at a distance of about five hundred and thirty (530) feet from the line of the Grand Trunk Railway, measured along the North-East boundary line of said lot and at a distance of about seven hundred and seventy-five (775) feet from the said line of the Grand Trunk Railway measured along the South-West boundary line of said lot.

That certain strip or parcel of land situate in said Town of Summerlea in said County of Jacques Cartier known and designated as part of official lot number eight hundred and eighty-seven on the Official Plan and Book of Reference of the cadastre of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot, and bounded as follows: To the North-West and South-East by other parts of said lot number eight hundred and eighty-seven, to the South-West by lots numbers eight hundred and eighty-six, one hundred and sixty-four and one hundred and sixty-five and to the North-East by official lot number eight hundred and ninety-four, the centre line of said property or strip of land being situate at a distance of about seven hundred and seventy-five feet from the centre line of the Grand Trunk

Railway, measured along the eastern boundary of the lot presently sold.

Those certain lots of land situate at the Town of Summerlea, in the County of Jacques Cartier, known and designated as subdivisions numbers twenty-six, twenty-seven, twenty-eight, twenty-nine, one hundred and sixty-four and one hundred and sixty-five on the subdivision plan made and filed of lot number eight hundred and eighty-six on the Official Plan and Book of Reference of the Parish of Lachine in said County.

Also a strip of land forming part of subdivision seventy-six of said lot No. 886, immediately in front of said subdivisions twenty-six and twenty-eight measuring nine feet in depth by one hundred feet in width and which has been taken from Aberdeen Avenue and added on to said last mentioned subdivision lots and bounded at one end by the prolongation of the South-East side line of said subdivision twenty-six, at the other end by the prolongation of the North-West side line of subdivision No. 28, and towards the North-East by another portion of said subdivision twenty-six. The whole forming a superficial area of thirty-two thousand nine hundred and twenty-seven feet, English measure.

And also the right to extend its line, to lay its tracks and run its cars, etc., across that portion of Aberdeen Avenue situate immediately opposite and between said subdivisions twenty-six and twenty-eight on the West side of Aberdeen Avenue, and said subdivisions one hundred and sixty-four and one hundred and sixty-five on the East side of said Aberdeen Avenue.

That certain piece or parcel of land situate in the town of Summerlea in the County of Jacques Cartier, being part of lot known and designated as official lot number eight hundred and eighty-two on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot and bounded as follows: to the North-West and South-East by other parts of said official lot number eight hundred and eighty-two, to the North-East by official number eight hundred and eighty-six and to the South-West by official lot number eight hundred and eighty, the said piece or parcel of land being situate at a distance of about five hundred and thirty-five feet from the Public Road measured along the North-East boundary line of the lot hereby sold, to a point 29 feet North of Southern boundary of lot hereby purchased.

That certain piece or parcel of land situate at Dorval known and designated as part of official lot number eight hundred and seventy-five on the Official Plan and in the Book of Reference of the Parish of Lachine containing sixty-six (66) feet in depth by all the width thereof bounded as follows: To

the North-West and South-East by other parts of said official lot number eight hundred and seventy-five (875) to the South-West by official lot numbers eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) and the North East by official lot number eight hundred and seventy-six (876) the said piece or parcel of land being situate at a distance of about three hundred and twenty-one feet from the public road measured along the South-West boundary line.

That certain parcel of land forming part of lot eight hundred and seventy-four (874) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine starting at a point distant about two hundred and seventy-one feet (271) English measure, North of the Public Road along the division line between said lots eight hundred and seventy-four and eight hundred and seventy-five (874 and 875) upon said Official Plan and running along said division line in a Northerly direction sixty-six feet (66) thence in a Westerly direction a distance of thirty-six feet (36) thence in a Southerly direction parallel to division line between said lots 874 and 875 sixty-six feet (66), thence in an Easterly direction thirty-six feet (36) to the starting point. All the above measurements are English measure, and more or less. Being bounded said parcel of land to the North and South by that portion of said lot eight hundred and seventy-four (874) belonging to Joseph H. Decary or representatives to the East by a portion of lot eight hundred and seventy-five (875) and to the West by another portion of lot eight hundred and seventy-four (874), the property of the Vendor.

That certain parcel of land forming part of lot eight hundred and seventy-four (874) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine, starting at a point distant about two hundred and seventy-one feet (271) North of the Public Road and ten feet (10) East of the division line of said lot eight hundred and seventy-four (874) with lot eight hundred and seventy-two (872) upon said Official Plan, thence running in an Easterly direction fifty feet (50) thence Northerly in a line parallel to the side lines of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) thence Westerly in a line parallel to above course of fifty feet a distance of fifty feet (50) thence Southerly in a line parallel to the side lines of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) to the starting point. All the measurements are English measure and more or less.

That certain parcel of land composed: 1st. Of a portion of lot eight hundred and seventy-four upon the Official Plan and Book of Reference for the Municipality of the Parish

of Lachine, described as follows: Starting at a point along the division line of lot eight hundred and seventy-four (874) with lot eight hundred and seventy-two (872) upon said Official plan distant two hundred and seventy-one feet (271) Northerly of the Public Road, thence running in an Easterly direction ten feet (10) in a perpendicular line to the sidelines of said lot eight hundred and seventy-four (874) thence in a Northerly direction in a line parallel to the side line of said lot eight hundred and seventy-four (874) a distance of sixty-six feet (66) thence in a Westerly direction in a perpendicular line to the side line of said lot eight hundred and seventy-four a distance of ten feet (10) thence running in a Southerly direction along the division line between said lots eight hundred and seventy-two and eighty hundred and seventy-four (872 and 874) to the starting point.

2nd. Of a portion of said lot eight hundred and seventy-two (872) upon the Official Plan and Book of Reference for the Municipality of the Parish of Lachine, described as follows: Starting at a point along the division line between said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) distant two hundred and seventy-one feet (271) from the Public Road thence running in a Westerly direction, in a perpendicular line to the division line of said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) a distance of twenty-eight feet (28) thence in a Northerly direction a distance of sixty-seven feet (67) thence Easterly a distance of twenty-eight feet (28) to the division line between said lots eight hundred and seventy-four and eight hundred and seventy-two (874 and 872) thence in a Southerly line along said division line a distance of sixty-seven feet more or less to the starting point.

That certain piece or parcel of land situate in the Village of Dorval in the County of Jacques Cartier known and designated as part of official lot number eight hundred and seventy-two (872) on the Official Plan and Book of Reference of the Parish of Lachine containing sixty-six feet in depth by the width of said lot, extending to the part belonging to J. H. Decary *et al.* Bounded to the North-West and South-East by other parts of said official lot number eight hundred and seventy-two (872), to the South-West by official lot number eight hundred and sixty eight (868) and to the North-East by another part of said official lot number eight hundred and seventy-two (872) belonging to Decary the said piece or parcel of land being situate at a distance of about three hundred and two feet from the public road measured along the South-West boundary line of said lot and at a distance of about three hundred and four feet measured along the North-East boundary line thereof, English measure.

Those certain parcels of land forming parts of lots eight hundred and sixty-six (866) and eight hundred and sixty-eight (868) on the Official Plan and Book of Reference of the Parish of Lachine, containing each of said parts sixty-six feet in depth by all the width thereof, bounded said part of lot eight hundred and sixty-six (866) to the North-West and South-East by other parts of said lot, to the North-East by said lot eight hundred and sixty-eight (868) and to the South-West by lot eight hundred and sixty-five (865); the said lot eight hundred and sixty-eight (868) to the North-West and South-East by other parts of said lot, to the North-East by lot eight hundred and seventy-two (872), and to the South-West by said lot eight hundred and sixty-six (866); said parcels of land being contiguous and situate at a distance of about 302 feet from the public road measured along the North-East boundary line of said lot number eight hundred and sixty-eight (868) and at a distance of about three hundred and fifty-two (352) feet from the said public road measured along the said South-West boundary line of said lot number eight hundred and sixty-six (866).

That certain strip or parcel of land situate in the Village of Dorval in the County of Jacques Cartier measuring sixty-six feet in width by about nine hundred and forty-four feet in length, composed of part of the unsubdivided portion of the lot known and designated as lot number eight hundred and sixty-five (865) in the Official Plan and Book of Reference of the Parish of Lachine, and also of parts of the lots known as subdivisions forty-one (41), forty-seven (47), forty-eight (48), forty-nine (49), sixty-six (66), sixty-seven (67) and sixty-eight (68) of the subdivision plan duly made and filed of said official number eight hundred and sixty-five (865). The strip of land of the width aforesaid extending across the whole width of original lot number eight hundred and sixty-five (865), and being bounded as follows: At one end to the East by original lot number eight hundred and sixty-six; at the other end to the West by parts of lots numbers eight hundred and eleven (811) and eight hundred and twelve (812); on one side to the North by part of said unsubdivided portion of lot eight hundred and sixty-five (865), part of subdivision lot forty-one (41) of said lot number eight hundred and sixty-five (865) (Decary Avenue) and the remaining portions of said subdivisions lots numbers forty-eight (48), forty-nine (49), sixty-six (66) and sixty-seven (67), and on the other side to the South by another part of said unsubdivided portion of lot number eight hundred and sixty-five (865), another part of said subdivision number forty-one (41) of lot number eight hundred and sixty-five (865) (Decary Avenue), and the remaining portions of said subdivisions

forty-seven (47) and sixty-eight (68) of lot number eight hundred and sixty-five (865), the centre line of said strip of land at its Easterly boundary on the division line between the said original lot number eight hundred and sixty-six and said subdivision numbers sixty-seven and sixty-eight (68) of original lot number eight hundred and sixty-five, being about three hundred and fifty-two feet from the Northerly boundary of the Public Road, the said strip of land extending to the division line between said unsubdivided portion of original lot number eight hundred and sixty-five (865) and parts of lots numbers eight hundred and eleven (811) and eight hundred and twelve (812), the areas taken from the said subdivision lots hereby sold being respectively as follows: From subdivision lot number forty-nine (49) about seventy-two square feet; from subdivision lot number forty-eight, about four thousand two hundred and two square feet; from subdivision lot number forty-seven (47) about two thousand five hundred and fifty square feet; from subdivision lot number forty-one (41) about four thousand five hundred and fifty-four square feet; from subdivision lot number sixty-six (66) about four hundred and ninety square feet; from subdivision lot number sixty-seven, about six thousand nine hundred and eighty square feet; from subdivision lot number sixty-eight (68) about two thousand seven hundred and two square feet; from the unsubdivided part of lot number eight hundred and sixty-five (865) about forty thousand seven hundred and eighty-eight square feet, making a total superficial area of about sixty-two thousand three hundred and thirty-eight square feet. The said strip of land hereby sold may otherwise be described as follows: Beginning at the intersection of the centre line of Montreal Park & Island Railway Company with the Eastern boundary of lot number eight hundred and sixty-five (865), the property of Benjamin Decary, thence Southerly along said Eastern boundary a distance of thirty-three feet to a point, thence Easterly parallel to said centre line of the Montreal Park & Island Railway, a distance of nine hundred and forty-four feet more or less to the Western boundary of lot number eight hundred and sixty-five thence Northerly along said Western boundary crossing the centre line of the Montreal Park & Island Railway to a point distant thirty-three feet in a Northerly direction and at right angles from the said centre line, thence Easterly and parallel to said centre line to the Eastern boundary of lot number eight hundred and sixty-five (865), thence Southerly thirty-three feet to place of beginning, containing 17-10 arpents more or less.

That certain piece or parcel of land situated at Dorval, in the Municipality of the Parish of Lachine, containing sixty-six feet in width by two hundred and twenty-four feet in length, and which may be more particularly described

as follows: Beginning at a point on the East boundary of Dorval Avenue, eight hundred and fifty-three feet from the North boundary of the public road, thence extending North-Westerly along the said boundary of Dorval Avenue, a distance of about thirty-four feet, thence in a South-Easterly direction a distance of about two hundred and twenty-four feet to the West boundary of lot official number eight hundred and sixty-five (865), thence Southerly along the said boundary a distance of about sixty-eight feet, thence Westerly parallel to the afore-mentioned line of about two hundred and twenty-four feet in length to the East boundary of said Dorval Avenue, thence North-Westerly along said boundary about thirty-four feet to the place of beginning, said piece or parcel of land being composed of parts of lots numbers eight hundred and eleven, (811), eight hundred and twelve (812) and eight hundred and thirteen (813) on the Official Plan and Book of Reference of the Municipality of the Parish of Lachine bounded said emplacement as follows: To the North by part of said lots eight hundred and twelve (812), and eight hundred and thirteen (813); to the South by other parts of said lots numbers eight hundred and eleven (811) and eight hundred and twelve (812); to the East by said lot number eight hundred and sixty-five (865); to the West by Dorval Avenue aforesaid, the said piece or parcel of land hereby sold having a superficial area of about fourteen thousand eight hundred and eleven (14,811) feet; all of the said measurements are English measure, more or less.

That certain piece or parcel of land situate at Dorval in the Municipality of the Parish of Lachine, containing sixty-six (66) feet in width by seven hundred and seventy-seven (777) feet in length and which may be more particularly described as follows: beginning at a point on the West boundary of Dorval Avenue eight hundred and fifty-four (854) feet from the North boundary of the public road, thence extending Northerly along the said West boundary of Dorval Avenue a distance of about thirty-four feet, thence in a Westerly direction a distance of seven hundred and seventy-seven (777) feet, more or less, to the West boundary of said official lot number five hundred and fifty-five (555), thence Southerly along the said boundary a distance of about sixty-eight (68) feet, thence Easterly parallel to the aforementioned course of seven hundred and seventy-seven feet in length to the West boundary of said Dorval Avenue, thence Northerly along said boundary about thirty-four feet (34) to the place of beginning. The said piece or parcel of land being composed of parts of lots numbers seven hundred and seventy-seven (777), seven hundred and seventy-eight (778), seven hundred and seventy-nine (779), seven hundred and eighty (780), seven hundred and twenty-five (725), seven hundred and twenty-three

(723), five hundred and ninety-three, (593), five hundred and ninety-four (594), five hundred and ninety-five (595), five hundred and ninety-seven (597), five hundred and ninety-eight (598), five hundred and fifty-five (555), and the whole of lot five hundred and ninety-six (596) on the Official Plan and Book of Reference of the Municipality of the Parish of Lachine, the said emplacement being bounded as follows: to the North by part of said lots numbers seven hundred and seventy-eight (778), seven hundred and seventy-seven (777), seven hundred and twenty-five (725), seven hundred and twenty-three (723), five hundred and ninety-seven (597), five hundred and ninety-eight (598), and five hundred and fifty-five (555); to the South by part of said lots numbers seven hundred and seventy-nine (779), seven hundred and eighty (780), seven hundred and twenty-five (725), seven hundred and twenty-three (723), five hundred and ninety-three (593), five hundred and ninety-four (594), five hundred and ninety-five (595) and five hundred and fifty-five (555); to the East by Dorval Avenue aforesaid; and to the West by lot number two hundred and fifty-four (254). The said piece or parcel of land hereby sold containing a superficial area of fifty-one thousand two hundred and eighty-two (51,282) feet. All of said measurements are English measure, more or less.

That certain piece or parcel of land situate at Dorval containing sixty-six feet in width by four hundred and sixty-eight (468) feet in length which may be more particularly described as follows:

Beginning at a point on the East boundary of lot number nineteen (19) on the Official Plan and Book of Reference of the Parish of Lachine ten hundred and seventeen (1017) feet from the North boundary of the public road, thence extending Northerly along the said East boundary of lot number nineteen (19) a distance of about thirty-four (34) feet, thence extending in an Easterly direction a distance of four hundred and sixty-eight feet, more or less, to the West boundary of lot official number five hundred and fifty-five (555), thence Southerly along the said boundary a distance of about sixty-eight (68) feet, thence Westerly parallel to the aforementioned course of four hundred and sixty-eight (468) feet in length to the East boundary of said lot number nineteen (19), thence Northerly along said boundary about thirty-four (34) feet to the place of beginning. The said piece or parcel of land being composed of parts of lots two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and fifty-two (152), one hundred and fifty-one (151), one hundred and fifty (150), one hundred and forty-nine (149), one hundred and forty-eight (148) and twenty-two (22) on the Official Plan

and Book of Reference of the Parish of Lachine, in the County of Jacques Cartier bounded said emplacement as follows: to the North by part of said lots numbers two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and forty-nine (149), one hundred and forty-eight (148) and twenty-two (22); to the South by part of said lots numbers two hundred and fifty-four (254), two hundred and nineteen (219), one hundred and fifty-three (153), one hundred and fifty-two (152), one hundred and fifty-one (151) and twenty-two (22): to the East by lot number five hundred and fifty-five (555) and to the West by lot number nineteen (19). The said piece or parcel of land hereby sold containing a superficial area of thirty thousand eight hundred and eighty-eight feet (30,888); all of the said measurements are English measure, more or less.

That certain parcel of land situate in the Parish of Lachine, known and designated as part of official lot number nineteen (19) on the Official Plan and Book of Reference of the said Parish of Lachine, containing sixty-six feet (66) in depth by all the width of said lot, bounded as follows: to the North-West and South-East by other parts of said official lot number nineteen (19); to the South-West by lot official number eighteen (18); and to the North-East by a lane, being official lot number twenty-two (22). The said parcel of land being situate at a distance of about one thousand and seventeen feet from the public road measured along the North-East boundary line of official lot number nineteen (19) and at a distance of about seven hundred and eighty-seven (787) feet from the said public road measured along the South-West boundary line of said lot.

That certain parcel of land situate in the Parish of Lachine known and designated as part of official lot number eighteen (18) on the Official Plan and Book of Reference of the said Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot bounded as follows: to the North-West and South-East by other parts of said official lot number nineteen (19); to the South-West by official lot number sixteen (16); and to the North-East by official lot number nineteen (19). The said parcel of land being situate at a distance of about seven hundred and eighty-seven (787) feet from the public road measured along the North-East boundary line of said official lot number sixteen (16) and at a distance of about seven hundred and sixty-eight feet (768) measured along the South-West boundary line of said lot; the whole English measure, more or less.

That certain parcel of land situate in the said Town of Dorval known and designated as part of official lot number fifteen (15) on the said official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in

depth by all the width of said lot, and bounded as follows: to the North-West and South-East by other parts of said official lot number fifteen (15); to the South-West by lot official number fourteen (14), and to the North-East by official lot number sixteen (16). Said parcel of land being situate at a distance of about ten hundred and sixteen (1,016) feet from the public road measured along the North-East boundary line of said official lot number fifteen (15) and at a distance of about eleven hundred and sixteen (1,116) feet measured along the South-West boundary line of said lot; all of said measurements are English measure, more or less.

That certain strip or parcel of land situate in the Village of Dorval, in the County of Jacques Cartier, measuring sixty-six feet in width by about eleven hundred and seventy-five feet in length, forming part of the lots known and designated by the numbers thirteen and fourteen (13 and 14) on the Official Plan and Book of Reference of the Parish of Lachine. The said strip of land of the width aforesaid extending across the entire width of said lots numbers thirteen and fourteen and bounded as follows: At one end to the West by lot number twelve on said Official Plan, at the other end to the East by lot number fifteen on said Official Plan on one side to the North by the Northerly portions of said lots thirteen and fourteen and on the other side by other portions of said lots thirteen and fourteen, the centre line of said strip of land commencing at a point on the division line between said lots twelve and thirteen about ten hundred and twenty-six feet North of the Public Road and extending to a point on the division line between said lots numbers fifteen and fourteen about eleven hundred and sixteen feet North of the Public Road.

That certain parcel of land situate in the Town of Dorval known and designated as part of official lot number twelve (12) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six (66) feet in depth by all the width of said lot, and bounded as follows: to the North-West and South-East by other parts of said official lot number twelve (12); to the South-West by lot official number eleven (11), and to the North-East by official lot number thirteen (13). The said parcel of land being situate at a distance of about ten hundred and twenty-six (1026) feet from the public road measured along the North-East boundary line of said official lot number twelve (12) and at a distance of about seven hundred and forty-five (745) feet measured along the South-West boundary line of said lot.

That certain piece or parcel of land situate at Dorval, forming part of the lot known and designated as official lot number eleven (11) on the Official Plan and Book of Reference of the Parish of Lachine, containing sixty-six feet in depth by all the width of said lot and bounded as follows:

To the North-West and South-East by other parts of said official lot number eleven (11), to the South-West by official lot number ten (10) and to the North-East by official lot number twelve (12), the centre line of said piece or parcel of land being situate at a distance of about seven hundred and forty-five feet from the public road measured along the North-East boundary line and about a distance of four hundred and sixty-three feet measured along the South-West boundary line, English measure.

SAULT-AU-RECOLLET LINE.

Lots numbers one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-six and thirty-seven inclusive and forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight and forty-nine inclusive of lot number three hundred and forty-three on the Official plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

A right of way over and upon that certain property known and designated as lots subdivision Nos. seven hundred and forty-five (745), eight hundred and nineteen (819), and nine hundred and ninety-two (992) of the official subdivision of official lot number ten (10) upon the Official Plan and Book of Reference of the Village of Cote St. Louis, in the County of Hochelaga, together with the strips of land each five feet in width added to the said lot subdivision number seven hundred and forty-five (745) of the said official lot number ten (10) on each side thereof detached for this purpose from subdivision numbers seven hundred and forty-six (746), seven hundred and forty-seven (747), seven hundred and forty-eight (748), seven hundred and forty-nine (749), seven hundred and fifty (750), seven hundred and fifty-one (751), seven hundred and fifty-two (752), seven hundred and fifty-three (753), seven hundred and fifty-four (754), seven hundred and thirty-six (736), seven hundred and thirty-seven (737), seven hundred and thirty-eight (738), seven hundred and thirty-nine (739), seven hundred and forty (740), seven hundred and forty-one (741), seven hundred and forty-two (742), seven hundred and forty-three (743), seven hundred and forty-four (744) of the said official lot number ten (10), and also together with the strips of land ten feet in width added to the said lot subdivision number eight hundred and nineteen (819) of said official lot number ten (10) on the East side thereof detached for this purpose from subdivisions

numbers seven hundred and fifty-four (754), seven hundred and fifty-five (755) seven hundred and eighty-three (783), seven hundred and eighty-four (784), seven hundred and eighty-five (785), seven hundred and eighty-six (786), seven hundred and eighty-seven (787), seven hundred and eighty-eight (788), seven hundred and eighty-nine (789), seven hundred and ninety (790), seven hundred and ninety one (791), seven hundred and ninety-two (792), seven hundred and ninety-three (793), seven hundred and ninety-four (794), seven hundred and ninety-five (795), seven hundred and ninety-six (796), seven hundred and ninety-seven (797), seven hundred and ninety-eight (798), seven hundred and ninety-nine (799), eight hundred (800), eight hundred and one (801), eight hundred and two (802), eight hundred and three (803), eight hundred and four (804), eight hundred and five (805), eight hundred and six (806), eight hundred and seven (807), eight hundred and eight (808), eight hundred and nine (809), eight hundred and eighteen (818) of the said official lot number ten (10), and the right to construct and to operate upon the said immoveables a railway and to make all excavations and earth works which they may deem advisable and to use the earth of said immoveables for that purpose and to lay rails and ties, erect posts for overhead wires, and to do in general all other things necessary for the construction and operation of the said railway, the whole as acquired by the Montreal Park & Island Railway Company under a deed of agreement from James Baxter *et al* executed before Olivier, N.P., on the 25th day of August 1893, together with all and sundry the rights and privileges therein granted to the said Vendor.

A right of way upon that certain property known and designated as a certain strip of land forming part of lot number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, in the County of Hochelaga; the said strip measuring in length eighteen hundred and twenty-seven feet and in breadth about seventy feet; the Western boundary line of said strip being situated at a distance of two hundred and twenty feet from St. Lawrence Street and the Eastern boundary line at a distance of two hundred and ninety feet from the said St. Lawrence Street, the said strip being moreover bounded to the North, East and West by part of official lot number ten (10) on the Official Plan and Book of Reference of the Village of Cote St. Louis, County of Hochelaga, and to the South by lot official subdivision number nine hundred and ninety-two (992) of official lot number ten (10) of the said Official Plan and Book of Reference.

A like right of way upon that certain property known

and designated as that part of Isabeau Street being subdivision eighteen hundred and seventy of lot number ten on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis, comprising the whole width of said subdivision number, bounded at one end to southwest by the centre of Beaubien Avenue or St. Dominique Street, and bounded at the other end by lot official number three hundred and forty on said Official Plan.

A right of way upon that certain property known and designated as a certain strip of land forming part of lot number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis, in the County of Hochelega; said strip measuring in length six hundred and ninety-five feet and in breadth about seventy feet; the western boundary of said strip being situated at a distance of two hundred and twenty-feet from St. Lawrence Street and the Eastern boundary at a distance of two hundred and ninety feet from the said St. Lawrence Street; bounded to the North by St. Lawrence Street, to the East and to the West by part of lot official number ten (10) of the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis; and to the South by lot official subdivision number one thousand and twenty-seven (1027) of the said lot No. 10 of the Official Plan and Book of Reference of the said Incorporated Village of Cote St. Louis; together with the right upon the said above described immoveables to construct and operate a railway, to make all excavations and earth works which they may deem advisable, and to use the earth of said immoveables for that purpose; to lay rails and ties, erect posts for overhead wires and do in general all other things necessary for the construction and operation of the said railway, provided that a convenient roadway be left to the public, the whole as possessed and owned by the Vendor subject to the terms of a deed of sale passed between the Montreal Park and Island Railway Company and the Hon. Louis Beaubien before Olivier, Notary, on the 22nd day of September 1894, and subject to all and sundry the terms and conditions thereof.

Lot number three hundred and forty-two on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

Lot number three hundred and forty-one on the Official Plan and in the Book of Reference of the Incorporated Village of Cote St. Louis.

Lot number two thousand six hundred and forty-one on the Official Plan and in the Book of Reference of the Parish of St. Laurent.

All the right, title and interest of the Vendor in and to a certain agreement between the Montreal Park and Island

Railway Company and U. H. Dandurand in trust, passed before Leclerc, N.P., on the 11th day of September, 1908, and more particularly but not so as to limit the generality of the foregoing the exclusive right in perpetuity for the benefit of the Vendor's lines of railway, more particularly of the parts thereof comprising cadastral lots numbers 2640, 2641 on the Official Plan and in the Book of Reference of the Parish of St. Laurent of constructing, maintaining and operating upon and over the immoveable property hereinafter described a line of street railway of one or two tracks as the Vendor may from time to time elect and all appurtenances thereof including poles and necessary sidings if the Vendor at any time so desire for the transportation of passengers, mails, freight and other property and for such other purposes as the business of the Vendor may require.

The said immoveable property before referred to being a strip of land extending through a block of land purchased by the said Dandurand from the Catholic Institution of Deaf Mutes by Deed of Sale passed before Leclerc, N.P., on the 10th day of January, 1907, registered under the number 131895, H. & J. C., which said strip extends through the said block of land in continuation of St. Denis Street as far as the Vervais Road, including the said strip of land the following lots to wit: lot number fifty-seven (57) of the subdivision plan of lot number nine (9) on the Official Plan and Book of Reference of the Incorporated Village of Cote St. Louis; lot number forty (40) of the subdivision plan of lot number two thousand six hundred and forty-four of the Official Plan and Book of Reference for the Parish of St. Laurent; and lots numbers sixty-three (63) two hundred and forty-six (246), six hundred and fifty-three (653) one thousand and forty-nine (1,049) one thousand four hundred and forty-five (1445) one thousand eight hundred and forty (1840) and two thousand two hundred and twenty-one (2221) of the subdivision plan of lot number two thousand six hundred and forty-three (2643) upon the said Official Plan and Book of Reference of the Parish of St. Laurent, and such portions of the following lots as are intersected by the line of St. Denis Street as shown upon the said subdivision plans, namely, lot seven hundred and thirty-six (736) on the said Official Plan and Book of Reference of St. Laurent, lot sixty-two (62) on the subdivision plan of said lot two thousand six hundred and forty-four of said Parish and lots one hundred and eighty-seven (187) five hundred and eighty-two (582) nine hundred and seventy-four (974) one thousand three hundred and seventy (1370) one thousand seven hundred and sixty-six (1766) and two thousand one hundred and fifty-four (2154) on the subdivision plan of said lot two thousand six

hundred and forty-three (2643) of said Parish, the said lost being shewn upon said plans as avenues crossing St. Denis Street.

Three certain lots of land being situate on Cote St. Laurent Road at the corner of Benoni Street, known and designated as lots subdivision numbers one, two, and three on the subdivision plan duly made and filed of lot number two hundred and seventy-one on the Official Plan and Book of Reference of the Parish of St. Laurent (271—1, 271—2 and 271—3.)

A right of way for the term of thirty years computed from October 14th, 1893, and an extension for a further term of thirty years over a strip of land not exceeding twenty-five feet in width, extending from the Southern boundary of those certain farms known as lots Nos. two hundred and sixty-nine (269) on the Official Plan and Book of Reference of the Parish of St. Laurent and two hundred and twenty-nine (229) and two hundred and thirty (230) on the Official Plan and Book of Reference of the Parish of Sault au Recollet throughout the whole length of the said farms; said strip of twenty-five feet to be situated four feet from the Westerly line of cadastre number two hundred and sixty-nine (269) and continued in a straight line through cadastre number two hundred and twenty-nine (229) to the Sault au Recollet road; any extension through cadastre number two hundred and thirty (230) in the future to be at the option of the grantor.

A strip of land twenty-five feet in width running through the centre of a street located or to be located running Easterly and Westerly across the Northerly end of lot number two hundred and twenty-nine (229) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, at no greater distance than six hundred and fifty feet from the Back River road, and running parallel to it, or in lieu thereof the right of use for the construction and operation of the company's railway of thirty feet of ground to be taken along the front of said lot number two hundred and twenty-nine (229) and contributed for widening the turnpike; provided the turnpike road trustees consent to such use of the same; it being agreed that the Montreal Street Railway Company shall not place its track on said strip of land contributed nearer than twenty feet of the line of fence on the Northerly line of said lot number two hundred and twenty-nine (229); all the rights and privileges of the Vendor in and to and over the said lots numbers two hundred and sixty-nine (269), two hundred and twenty-nine (229) and two hundred and thirty (230) are hereby conveyed subject to the terms and conditions of the deed under which they were acquired by the Montreal Park & Island Railway Company from Dame

Catherine Mitcheson executed before Labadie, N.P., on the 4th day of October 1893.

Lot number five hundred and five on the Official Plan and in the Book of Reference of the Parish of Sault-au-Recollet.

Those certain nine lots of land known as subdivision Nos. one hundred and ninety-nine, two hundred, two hundred and one, two hundred and two, two hundred and three, two hundred and four, two hundred and five, two hundred and six, two hundred and seven on the subdivision plan duly made and filed of lot number one hundred and sixty-four on the Official Plan and in the Book of Reference of the Parish of Sault au Recollet in the District of Montreal (164—199, 200, 201, 202, 203, 204, 205, 206 and 207.)

ST. VINCENT DE PAUL EXTENSION.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and fifty-eight (158) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and fifty-six feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and fifty feet also to the South of the said Road, the said strip of land containing one hundred and forty-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and fifty-eight (158) to the East by lot number one hundred and sixty (160) on the aforesaid Official Plan and Book of Reference, and to the West by subdivision number one hundred and sixteen (116) of lot number one hundred and sixty-four (164) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and sixty (160) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and fifty feet to the South of the King's Highway, and on the East line starting from a point situated five hundred and forty-four feet also to the South of the said Road, the said strip of land containing one hundred and forty-five feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and sixty (160); to the West by lot number one hundred and fifty eight (158) and to the East by lot number one hundred and

sixty-three (163); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot number one hundred and sixty-three (163) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated five hundred and forty-four feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and thirty-three feet also to the South of said road, the said strip of land containing two hundred and ninety-two feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and sixty-three (163); to the West by lot number one hundred and sixty (160) and to the East by lot number one hundred and thirty-four (134), all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and thirty-four (134) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated five hundred and thirty-three feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and ninety-six feet also to the South of the said Road, the said strip of land containing seven hundred and seventy-seven feet in length in its median line and being bounded to the South by the residue of said lot number one hundred and thirty-four (134); to the North of said lot number one hundred and thirty-four by the lot number one hundred and thirty-five (135); to the West by lot number one hundred and sixty-three (163) and to the East by lot number one hundred and thirty-three (133); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and thirty-three (133) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and ninety-six feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated five hundred and seventy-eight feet also to the South of the said road, the said strip containing two hundred and ninety-five feet in length in its median line, being bounded to the North and to the South by the residue of said lot number one hundred and

thirty-three (133); to the West by lot number one hundred and thirty-four (134) and to the East by lot number one hundred and twenty-eight (128); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and twenty eight (128) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of said lot, starting from a point situated five hundred and seventy-eight feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated six hundred and twenty-nine feet also to the South of said Road, the said strip containing two hundred and eighty feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and twenty-eight (128); to the West by lot number one hundred and thirty three (133) and to the East by lot number one hundred and twenty-seven (127) all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a direct line the width of the West half of said lot number one hundred and twenty-seven (127) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said half of said lot starting at a point situated six hundred and twenty-nine feet to the South of the King's Highway, and on the East line of the said half of said lot, starting at a point situated six hundred and four feet also to the South of said Road, the said strip of land containing two hundred and ninety-two feet in length in its median line and being bounded to the North and to the South by the residue of the said half of said lot number one hundred and twenty-seven (127); to the East by the East half of lot number one hundred and twenty-seven (127) and to the West by lot number one hundred and twenty-eight (128) of the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet, crossing in a slightly curved line all the width of the East half of lot one hundred and twenty-seven (127) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured on the West line of the said half of lot number one hundred and twenty-seven (127) starting from a point situated six hundred and four feet to the South of the King's Highway, and on the east line of the said half of said lot, starting from a point situated five hundred and twenty-five feet also to the South of said Road, the said strip of land measuring two hundred and ninety-

two feet in length in its median line, and being bounded to the North and to the South by the residue of the said half of said lot number one hundred and twenty-seven (127); to the West by the West half of said lot one hundred and twenty-seven (127) and to the East by number one hundred and twenty-six (126) of the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line the whole width of lot number one hundred and twenty-six (126) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of said lot starting from a point situated five hundred and twenty-five feet to the South of the King's Highway, and on the East line of said lot starting from a point situate three hundred and eighty-seven feet also to the South of said Road, the said strip of land measuring five hundred and ninety-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and twenty-six (126); to the West by lot number one hundred and twenty-seven (127) and to the East by lot number one hundred and sixteen (116); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet, crossing in a straight line the whole width of lot number one hundred and sixteen (116) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated three hundred and eighty-seven feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and twenty-seven feet also to the South of said Road, the said strip of land containing six hundred and eighty-one feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and sixteen (116) to the West by lot number one hundred and twenty-six (126) all of the aforesaid Official Plan and Book of Reference, and to the East by a public road.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot, one hundred and seven (107) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated four hundred and twelve feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated four hundred and three feet also to the South of the said Road, the said strip of land measuring one hundred and thirty-eight feet in length in its

median line, and being bounded to the North and to the South by the residue of said lot number one hundred and seven (107); to the East by lot number one hundred and eight (108), on the aforesaid Official Plan and Book of Reference; to the West by the Road known as La Montée de la Cote St. Michel.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and eight (108) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and three feet to the South of the King's Highway, and on the East line of said lot starting from a point situated four hundred and two feet also to the South of the said Road, the said strip of land measuring one hundred and ninety-five feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and eight (108); to the West by lot number one hundred and seven (107) and to the East by lot number one hundred and nine (109); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and nine (109) on the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated four hundred and two feet to the South of King's Road, and on the East line of the said lot starting from a point situated six hundred and eighty-seven feet also to the South of the said Road, the said strip of land containing eighty-seven feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number one hundred and nine (109); to the West by lot number one hundred and eight (108) and to the East by lot number one hundred and ten (110); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number one hundred and ten (110) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated six hundred and eighty-seven feet to the South of the King's Highway, and on the East line of said lot starting from a point situated about eight hundred and five feet also to the South of said Road, the said strip of land containing eighty-seven feet in length in its median line and being bounded to the North and to the South by the residue of said lot number one hundred and ten (110); to the

West by lot number one hundred and nine (109) and to the East by lot number one hundred and thirteen (113); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line, the whole width of lot number one hundred and thirteen (113) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated six hundred and eighty-seven feet to the South of the King's Highway and on the East line of said lot starting from a point situate eight hundred and forty-nine feet also to the South of said road, the said strip of land containing four hundred and twelve feet in length in its median line, and being bounded to the North and to the South by the residue of the said lot number one hundred and thirteen (113); to the West by lot number one hundred and nine (109) and to the East by lot number ninety-seven (97) all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number ninety-seven (97) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated eight hundred and forty-nine feet to the South of the King's Highway, and on the East line of said lot starting from a point situated eight hundred and eighty (880) feet also to the South of said Road, the said strip containing four hundred and eighty-three feet in length in its median line, and bounded as follows: To the North and to the South by the residue of said lot number ninety-seven (97); to the West by lot number one hundred and thirteen (113) and to the East by lot number ninety-three (93) all on the aforesaid Official Plan and Book of Reference.

A strip of land of uniform depth of sixty-six feet crossing in a slightly curved line all the breadth of lot number ninety-three (93) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated eight hundred and eighty feet to the South of the King's Highway, and on the East line of the said lot starting at a point situated eight hundred feet also to the South of said road, the said strip of land measuring three hundred and forty (340) feet in length in its median line, and being bounded to the North and South by the residue of said lot number ninety-three; to the West by lot number ninety-seven (97) and to the East by lot number ninety (90), both on the Official Plan and Book of Reference above mentioned.

A strip of land of a uniform depth of sixty-six feet cross-

ing in a slightly curved line all the width of lot number ninety (90) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth in the West line of the said lot, starting at a point situated eight hundred feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifty-five feet also to the South of the said Road, the said strip of land measuring three hundred and forty (340) feet in length in its median line and being bounded to the North and South by the residue of said lot number ninety (90), to the West by lot number ninety-three (93) and to the East by lot number eighty-six (86) both on the Official Plan and Book of Reference aforesaid.

A strip of a uniform depth of sixty-six feet, crossing in a slightly curved line all the width of lot number eighty-six (86) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and fifty-five (755) feet to the South of the King's Highway and on the East line of the said lot, starting from a point situated seven hundred and forty-six feet also to the South of said Road, the said strip of land measuring two hundred and twenty feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number eighty-six (86); to the West by lot number ninety (90) and to the East by lot number eighty-five (85), both on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line all the width of lot number eighty-five (85) of the Official Plan and Book of Reference of the Parish of Sault au Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and forty-six feet, to the South of the King's Highway, and on the East line of the said lot, starting from a point situated seven hundred and sixty-five feet also to the South of said road, the said strip measuring three hundred and twenty feet in length in its median line and being bounded to the North and to the South by the residue of said lot number eighty-five (85); to the West by lot number eighty-six (86) and to the East by lot number eighty-two (82) all on the Official Plan and Book of Reference aforesaid.

A strip of land of a uniform depth of 66 feet crossing in a straight line the whole width of lot No. 82 on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet; the said strip of land to be measured in its depth on the West line of the said lot from a point situated at 765 feet to the South

of the highway and on the East line of the said lot from a point situated at 805 feet to the South of the said highway, the said strip of land measuring 330 feet in length in its median line and bounded on the North and on the South by the remainder of said lot No. 82 on the West by lot No. 85 and on the East by lot No. 79 on the same Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-nine (79) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated eight hundred and five feet to the South of the King's Highway and on the East line of the said lot, starting from a point situated nine hundred and sixty-four feet also to the South of the said Road, the said strip of land containing three hundred and eighteen feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number seventy-nine (79); to the West by lot number eighty-two (82) and to the East by lot number seventy-seven (77); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-seven (77) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated nine hundred and sixty-four feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated nine hundred and one feet also to the South of the said Road, the said strip of land containing three hundred and eighteen feet in length in its median line and being bounded to the North and to the South by the residue of said lot number seventy-seven (77); to the West by lot number seventy-nine (79) and to the East by lot number seventy-six (76); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-six (76) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated nine hundred and one feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated eight hundred and one feet also to the South of the said Road, the said strip containing four hundred and fifteen feet in length in its median line and being bounded to the North and to the South by the residue of said lot number

seventy-six (76); to the West by lot number seventy-seven (77) and to the East by lot number seventy-three (73); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy-three (73) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot, starting from a point situated eight hundred and one feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred feet also to the South of the said Road, the said strip of land measuring four hundred and six feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number seventy-three (73); to the West by lot number seventy-six (76) to the East by lot number seventy (70); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number seventy (70) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated seven hundred feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and seven feet also to the South of said Road, the said strip of land measuring two hundred and two feet in its median line, and being bounded to the North and to the South by the residue of lot number seventy (70); to the West by lot number seventy-three (73) and to the East by lot number sixty-six (66); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-five (65) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situated seven hundred and fifteen feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and twenty feet also to the South of the said Road, the said strip of land containing two hundred and eight feet in length in its median line and being bounded to the North and to the South by the residue of said lot number sixty-five (65); to the West by lot number sixty-six (66) and to the East by lot number sixty-three (63); all on the Official Plan and Book of Reference aforesaid.

(2) A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-six

(66) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot starting from a point situate seven hundred and seven feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifteen feet also to the South of the said Road, the said strip containing two hundred and eight feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number sixty-six (66); to the West by lot number seventy (70) and to the East by lot number sixty-five (65); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-three (63) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated seven hundred and twenty feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and fifty feet also to the South of the said Road, the said strip of land containing two hundred and fourteen feet in length in its median line, being bounded to the North and to the South by the residue of said lot number sixth-three (63); to the West by lot number sixty-five (65) and to the East by lot number sixty-two (62); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty-two (62) of the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and fifty feet to the South of the King's Highway and on the East line of the said lot starting from a point situated seven hundred and eighty-five feet, also to the South of the said road, the said strip measuring two hundred and two feet in length in its median line and being bounded to the North and South by the residue of said lot number sixty-two (62); to the West by lot number sixty-three (63) and to the East by lot number sixty-one (61); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the half of lot number sixty-one (61) (being the West half) of the Official Plan and Book of reference of the Parish of Sault-au-Recollet the said strip of land to be measured in depth on the West line of the said West half of said lot number sixty-one (61) starting from a point situated seven hundred and eighty-five feet to the South of the King's Highway, the said strip of land

containing the half of four hundred and eighteen feet (209) feet in length in its median line which is fixed by two points, of which one is taken on the West line of the West half of lot sixty-one (61) and situated seven hundred and eighty-five feet to the South of the King's Highway, and the other point is taken on the East line of the East half of said lot number sixty-one (61) and situated eight hundred and fifty feet to the South of the King's Highway, being bounded to the North and to the South by the residue of the West half of lot number sixty-one (61); to the West by lot number sixty-two (62) and to the East by the East half of lot number sixty-one (61) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the half of lot number sixty-one (61) (being the East half) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet the said strip of land to be measured in depth on the East line of the said East half of said lot number sixty-one (61) starting from a point situated eight hundred and fifty feet to the South of the King's Highway, the said strip of land containing the half of 418 feet (209 feet) in length in its median line which is fixed by two points of which one is taken on the Eastern line of the East half of said lot number sixty-one (61) and situated eight hundred and fifty feet to the South of the King's Highway, and the other point is taken on the Western line of the West half of said lot number sixty-one (61) and situated seven hundred and eighty-five feet to the South of the King's Highway, and being bounded to the North and to the South by the residue of the East half of said lot number sixty-one (61); to the West by the West half of lot number sixty-one (61) and to the East by lot number sixty (60) on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number sixty (60) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated eight hundred and fifty feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and eighty-five feet also to the South of the said Road, the said strip of land containing four hundred and twelve feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number sixty (60); to the West by lot number sixty-one (61) and to the East by lot number fifty-nine (59); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet

crossing in a straight line the whole width of lot number fifty-nine (59) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of said lot starting from a point situated seven hundred and eighty-five feet to the South of the King's Highway and on the East line of said lot starting from a point situated seven hundred and twenty feet also to the South of the said Road, the said strip of land containing four hundred and eight feet in length in its median line and being bounded to the North and to the South by the residue of said lot number fifty-nine (59); to the West by lot number sixty (60) and to the East by lot number fifty-two (52); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a slightly curved line, the whole width of lot number fifty-two (52) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to be measured in depth on the West line of the said lot, starting from a point situated seven hundred and twenty feet to the South of the King's Highway and on the East line of the said lot starting from a point situated six hundred and ninety-three feet also to the South of the said Road, the said strip of land measuring three hundred and thirty-nine feet in length in its median line and being bounded to the North and to the South by the residue of said lot number fifty-two (52); to the West by lot number fifty-nine (59) and to the East by lot number fifty (50); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the West half of lot number fifty (50) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, said strip to be measured in depth on the West line of the said half starting from a point situated six hundred and ninety-three feet to the South of the King's Highway, and on the East line starting from a point situated seven hundred and twenty-two feet also to the South of the said Road, said strip measuring two hundred and ninety-three feet in length in its median line and being bounded to the North and to the South by the residue of the said half of said lot number fifty (50); to the East by the East half of said lot number fifty (50) and to the West by lot number fifty-two (52); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of the East half of lot number fifty (50) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land to

be measured in depth, starting from two points; first, on the West line and the other on the East line of the said half, these two points being each situated seven hundred and twenty-two feet to the South of the King's Highway, the said strip of land measuring three hundred and seven feet in length in its median line, and being bounded to the North and to the South by the residue of the said half of lot number fifty (50) and to the West by the West half of said lot number fifty (50) and to the East by lot number forty-five (45); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet crossing in a straight line the whole width of lot number forty-five (45) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth on the West line of the said lot starting from a point situated seven hundred and twenty-two feet to the South of the King's Highway, and on the East line of the said lot starting from a point situated seven hundred and sixty-seven feet also to the South of the said Road, the said strip of land measuring three hundred and ninety-six feet in length in its median line, and being bounded to the North and to the South by the residue of said lot number forty-five (45); to the West by the West part of lot number fifty (50) and to the East by lot number thirty-eight (38); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet being a part of lot number thirty-eight (38) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip of land starting from a point situated on the South line of the said lot about seven hundred and sixty-seven feet to the South of the King's Highway, thence continuing in a straight line towards the North-East a distance of one hundred and five feet on the North line and one hundred and fifty feet on the South line of the said strip, and thence in a curve of a radius of five hundred feet to meet the East line of said lot number thirty-eight (38) at a point situated seven hundred and twenty feet to the South of the said King's Highway, and thence the said strip continues up to the said King's Highway, following continuously the said East line of said lot number thirty-eight (38), the said strip containing in length one thousand two hundred and thirty-five feet in its North line and one thousand four hundred and seventeen feet in its South line, the said strip being bounded to the North and to the South and to the West by the residue of said lot number thirty-eight (38) and to the East by lot number thirty-seven (37); all on the aforesaid Official Plan and Book of Reference.

A strip of land of a uniform depth of sixty-six feet being

a portion of lot number thirty-nine (39) on the Official Plan and Book of Reference of the Parish of Sault-au-Recollet, the said strip to be measured in depth starting from the East line of the said lot number thirty-nine (39) and measuring in length six hundred and three feet in its West line, starting from the King's Highway and four hundred and thirty-seven feet in its East line also measuring from the said Road, the said strip being bounded to the North and to the West by the residue of said lot number thirty-nine (39); to the South by the King's Highway and to the East by lot number thirty-seven (37) of the aforesaid Official Plan and Book of Reference,

A certain piece of land of irregular form situate in the Parish of Sault-au-Recollet, in the County of Hochelaga, and forming part of lot number thirty-eight (38) on the Official Plan and Book of Reference of the said Parish of Sault-au-Recollet and more particularly described as follows: Commencing at a point on the Southern line of a strip of land belonging and forming the right of way of the said Vendor and forming part of the aforesaid lot number thirty eight (38) at a distance of one hundred and fifty feet from the West line of said lot number thirty-eight, and from there towards the North-East in a straight line following the prolongation of the Southern line of the said right of passage across lots forty-five and fifty on the said Official Plan and Book of Reference for a distance of two hundred and forty feet, English measure, more or less, to a point distant about fifty feet from the East line of the said lot number thirty-eight, measured at a right angle, from there towards the South parallel to the East line of said lot for a distance of two hundred and ninety-one feet, more or less; from the latter point at a right angle to the North-East for a distance of fifty feet, more or less, to the Eastern line of said lot number thirty-eight; from there to the North West along the Eastern line of lot number thirty-eight for a distance of six hundred and twelve feet, more or less, to the place where the South-East line of the said right of passage joins the Eastern boundary of the said lot number thirty-eight about seven hundred and twenty-feet from the Southern boundary of the public road; from this latter point toward the South along the South Eastern boundary of the said right of passage to the point of departure and containing thirty thousand one hundred feet in superficies the whole as appears by plan of the said line annexed to deed of sale from Alphonse Pigeon to Montreal Park and Island Railway Company passed before L. A. Dumesnil, on July 16th, 1909.

NEW SHOPS

That certain farm in the St. Denis Ward of the City of Montreal, forming the greater portion of the lot known and designated as number three hundred and forty (340) on the Official Plan and Book of Reference of the Parish of St. Laurent, containing about seventy-five arpents in superficies more or less without warranty as to precise measurement, and bounded, said part in front to the South-East partly by the public road, and partly by the portion of the same official lot hereinafter described, in rear by the North-West line of the Parish of St. Laurent, on one side to the North-East by official lots three hundred and fourteen to three hundred and thirty-seven, both inclusive, part of official lot three hundred and thirty-eight, and by the said portion of said official lot three hundred and forty hereinafter described, and on the other side to the South-West by official lots three hundred and forty-one and three hundred and forty-two of said Parish.

With the buildings thereon erected.

The portion of said official lot three hundred and forty hereby sold is the whole of said lot after deducting a small L. shaped portion thereof at the East corner lying to the North-West and South-West of lot three hundred and thirty-nine of said Plan and Book of Reference; which said deducted portion of lot three hundred and forty and the whole of said lot three hundred and thirty-nine, together form an emplacement presently in the possession of one Lagacé and containing a width of forty-two feet in front and forty feet in rear, by a depth of forty-four feet from front to rear on a line drawn through the middle of said emplacement and bounded in front by the public road, in rear and on one side to the South-West by the portion of said lot three hundred and forty hereby sold and on the other side to the North-East by official lot three hundred and thirty-eight.

MAISONNEUVE LINE

All the Vendor's right, title and interest in and to a certain agreement between the Montreal Park and Island Railway Company and the St. Lawrence Construction Company, Limited, passed before Victor Morin N.P., on the 23rd day of December, 1908, and more particularly but not so as to limit the generality of the foregoing, the exclusive right of constructing and operating in perpetuity a line of surface street railway propelled by electricity or other motive power which it might have in operation in the City of Montreal, with one or two tracks, as the said Vendor may from time to time elect, and all appurtenances thereof, including poles

and sidings, if the Vendor at any time so desires, for the transportation of passengers, mails, freight or other property and for such other purposes as the business of the Vendor may require in the streets, parts of streets or part of lots hereinafter mentioned, to wit:

1st. In a portion of a projected street being part of the lot number one (P of No. 1) of the subdivision of lot number one hundred and eighty-three (183) on the Official Plan of the Village of Cote Visitation, containing one hundred feet in width, by thirty feet in depth, the whole English measure and more or less, bounded to the North-West by that part of Avenue Pie IX., bearing the number two hundred and fifty-one (No. 251) of the said subdivision, to the South-East by the part of the said Avenue Pie IX., situate in the Town of Maisonneuve, and on both sides by other parts of the said lot number one of the said subdivision.

2nd. In that portion of Masson Street, being a part of lot number three hundred and forty-six (P. of No. 346) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by sixty feet in depth, the whole English measure and more or less, bounded to the North-West by the part of said Avenue Pie IX., bearing the number six hundred and ten (No. 610) of the said subdivision, to the South-East by the part of the said Avenue Pie IX. bearing the number two hundred and fifty-one (No. 251) of the said subdivision, and on both sides by other parts of said lot number three hundred and forty-six of the said subdivision.

3rd. In that portion of Dandurand Street, being a part of lot number seven hundred and four (pt. of No. 704) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by sixty feet, the whole English measure and more or less, bounded to the North-West by the part of said Avenue Pie IX bearing the number nine hundred and eighty-one (No. 981) of the said subdivision, to the South-East by part of said Avenue Pie IX bearing the number six hundred and ten (No. 610) of the said subdivision and on both sides by other parts of said lot number seven hundred and four of the said subdivision.

4th. In that portion of said Avenue Pie IX extending from the piece of land hereinabove firstly described to the piece of land hereinabove secondly described, containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less, being lot number two hundred and fifty-one (No. 251) of the subdivision of said lot number one hundred and eighty-three (183).

5th. In that portion of said Avenue Pie IX, extending from Masson Street to Dandurand Street, containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less being lot number six hundred and ten (No. 610) of the subdivision of said lot number one hundred and eighty-three (183).

6th. In that portion of said Avenue Pie IX, extending from Dandurand Street to that portion of the Chemin de la Cote Visitation, bearing the number one thousand and sixty-seven (No. 1067) of the subdivision of said lot number one hundred and eighty-three (183) containing one hundred feet in width, by the depth which may be found therein, the whole English measure and more or less, being lot number nine hundred and eighty-one (No. 981) of the said subdivision of lot number one hundred and eighty-three.

The whole subject to the terms and conditions in the said deed stipulated.

III

DESCRIPTION OF PROPERTY FORMERLY OWNED BY PUBLIC SERVICE CORPORATION

POWER HOUSE PROPERTIES.

FIRST.—Two pieces of land in the Hochelaga Ward of the City of Montreal, forming part of the lot known on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga by the number one hundred and forty-eight (148); of which the one is bounded in front to the South-East by Notre Dame Street, in rear to the North-West by St. Catherine Street, on the North-East side by Official Lot number one hundred and forty-nine and on the South-West side by Gale Avenue, or St. Raymond Street; and of which the other piece is bounded towards the South-East by St. Catherine Street, to the West by the property of the Canadian Pacific Railway Company, to the South-West by said Gale Avenue or St. Raymond Street, and on the North-East side by Official lot number one hundred and forty-nine.

With all the rights of the Vendor in the Railway siding connecting the said two pieces of land. And with all the rights of passage granted by the City of Montreal to the said property by Deed of Concession in favor of Antoine Leonidas Hurtubise before O. Marin, Notary, on the twenty-seventh of November, eighteen hundred and ninety-three.

The said two pieces of land comprise the whole of the lots known on the official subdivision of the said lot number

one hundred and forty-eight as numbers eight-five (148—85), eighty-six (148—86), eighty-seven (148—87), eighty-eight (148—88), eighty-nine (148—89), ninety (148—90), ninety-one (148—91), ninety-two (148—92), ninety-three (148—93), ninety-four (148—94), ninety-five (148—95), ninety-six (148—96), ninety-seven (148—97), ninety-eight (148—98), ninety-nine (148—99), one hundred (148—100), one hundred and one (148—101), one hundred and two (148—102), one hundred and three (148—103), one hundred and four (148—104), one hundred and five (148—105), one hundred and six (148—106), one hundred and seven (148—107), one hundred and eight (148—108), one hundred and nine (148—109), one hundred and ten (148—110), one hundred and eleven (148—111), one hundred and twelve (148—112), one hundred and thirteen (148—113), one hundred and fourteen (148—114), one hundred and fifteen (148—115), one hundred and sixteen (148—116), one hundred and seventeen (148—117), one hundred and eighteen (148—118), and one hundred and nineteen (148—119), and of those parts of subdivisions eighty-four (148—84), one hundred and ninety-eight (148—198), two hundred and fifty-eight (148—258), two hundred and fifty-nine (148—259), two hundred and sixty (148—260), two hundred and sixty-one (148—261), two hundred and sixty-two (148—262), two hundred and sixty-three (148—263), and two hundred and sixty-eight (148—268), not sold by Henry Hogan and his auteurs to the Government of the Province of Quebec.

Deduction to be made from the above described property:

1. Of a strip of land sixty feet in width comprising parts of subdivisions eighty-four, eighty-five, eighty-six, eighty-seven, eighty-eight, eighty-nine, ninety, ninety-one, ninety-two, ninety-three, ninety-four, one hundred and fourteen, and one hundred and nineteen of the said official lot number one hundred and forty-eight, now forming part of St. Catherine Street.

2. Of those portions of subdivisions one hundred and six, one hundred and seven, one hundred and eight, one hundred and nine, one hundred and ten, one hundred and eleven, one hundred and twelve, one hundred and thirteen, one hundred and fourteen, one hundred and fifteen, one hundred and sixteen and one hundred and seventeen of the said official lot number one hundred and forty-eight, containing an area of eleven thousand two hundred and thirty-five English feet, which now forms part of Notre Dame Street

SECOND.—A piece of land in the Hochelaga Ward of the City of Montreal, known on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga by the

number one hundred and fifty-one (151), being the land acquired by the late Sir Hugh Allan from the Honourable Samuel Gale by deed executed before J. Belle, Notary, on the fifteenth of January, eighteen hundred and fifty-six; Deduction to be made therefrom of the portion of the said property sold by the said Sir Hugh Allan to the Harbour Commissioners of Montreal, by deed before I. J. Gibb and colleague, Notaries, on the thirteenth day of February, eighteen hundred and fifty-six the residue being approximately shown upon the Plan made by Joseph Rielle, P.L.S., annexed to the said Public Service Corporation's Deed of Acquisition of the property and being bounded toward the North-West by Notre Dame Street and partly by the Ramp belonging to the Harbour Commissioners and acquired under the deed before mentioned, to the South-East by the Harbour Limits, to the South-West by the property of the Dominion Coal Company, and to the North-East by the said Ramp.

THIRD.—An emplacement fronting on Notre Dame Street in the Hochelaga Ward of the City of Montreal, containing a superficial area of nineteen thousand six hundred and fifty feet, English measure and more or less, and composed of portions of subdivisions fifty, fifty-one, fifty-two, fifty-three, fifty-four, fifty-five and fifty-six of lot number one hundred and forty-eight, of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga. The said portions of each of the said subdivisions is bounded in front to the South-East by a portion of the same subdivision expropriated for the widening of Notre Dame Street, and to the North-West by subdivision number fifty-seven (148—57); the said portion of subdivision fifty is bounded to the South-West by another portion of said subdivision lot number fifty (148—50) and to the North-East by subdivision fifty-one; the said portion of subdivision fifty-one is bounded to the South-West by subdivision fifty and to the North-East by subdivision fifty-two, the said portion of subdivision fifty-two is bounded to the South-West by subdivision fifty one and to the North-East by subdivision fifty-three; the said portion of subdivision fifty-three is bounded to the South-West by subdivision fifty-two and to the North-East by subdivision fifty-four; the said portion of subdivision fifty-four is bounded to the South-West by subdivision fifty-three and to the North-East by subdivision fifty-five; the said portion of subdivision fifty-five is bounded to the South-West by subdivision fifty-four and to the North-East by subdivision fifty-six, the said portion of subdivision fifty-six is bounded to the South-West by subdivision fifty-five and to the North-East by St. Raymond Street.

FOURTH.—An emplacement fronting on St. Raymond

Street in the said Hochelaga Ward, containing a superficial area of eighteen thousand nine hundred and thirty-five feet English measure and more or less, and composed of a portion of subdivisions sixty-three, sixty-four, sixty-five and sixty-six, the whole of subdivisions sixty-seven, sixty-eight, sixty-nine and seventy, and a portion of subdivisions seventy-one and seventy-two of the said lot number one hundred and forty-eight of the said Official Plan and Book of Reference; the said portion of subdivision sixty-three is of a triangular figure and is bounded to the South by the remainder of the same subdivision, to the North-West by the said portion of subdivision sixty-four and to the South-East by subdivision sixty-five; the said portion of subdivision sixty-four is bounded to the South-East by subdivision sixty-three, to the South-West by another portion of subdivision sixty-four, to the North-West by the portion of subdivision sixty-four, expropriated for the opening of St. Catherine Street, and to the North-East by subdivision sixty-five; the said portion of subdivision sixty-five is of irregular figure and is bounded to the North-West by the portion of the same subdivision expropriated for the opening of St. Catherine Street to the South-West by subdivisions sixty-three and sixty-four to the South by the remainder of said subdivision sixty-five and to the North-East by subdivisions sixty-six to seventy-one both inclusive; the said portion of subdivision sixty-six is bounded to the North-East by St. Raymond Street, to the South-West partly by subdivision sixty-five, and partly by the remainder of said subdivision sixty-six, to the South-East by subdivision fifty-seven and to the North-West by subdivision sixty-seven; the said portion of subdivision seventy-one is bounded to the North-East by St. Raymond Street, to the South-West by subdivision sixty-five, to the West by the portion of said subdivision seventy-one expropriated for the opening of St. Catherine Street and to the North-West by subdivision seventy-two; the said portion of subdivision seventy-two is of triangular figure and is bounded to the North East by St. Raymond Street, to the South-East by subdivision seventy-one and to the North-West by the portion of subdivision seventy-two expropriated for the opening of St. Catherine Street.

FIFTH.—An emplacement fronting on St. Catherine Street in the said Hochelaga Ward, containing a superficial area of three thousand nine hundred and seventy-five feet, English measure and more or less, and composed of a portion of subdivisions eighty, eighty-one and eighty-two of said lot number one hundred and forty-eight of the said Official Plan and Book of Reference; the said portion of each of the said subdivisions is bounded to the South-East by St. Catherine

Street and to the West by a portion of the same lot belonging to the Canadian Pacific Railway; and the said portion of subdivision eighty is bounded to the South-West by subdivision seventy-nine and to the North-East by subdivision eighty-one; the said portion of subdivision eighty-one is bounded to the South-West by subdivision eighty and to the North-East by subdivision eighty-two; and the said portion of subdivision eighty-two is bounded to the South-West by subdivision eighty-one and to the North-East by St. Raymond Street.

Together with such rights of ownership or otherwise as the said Vendor may actually have in and to subdivision number fifty-seven of said lot number one hundred and forty-eight but without prejudice to any rights belonging to third persons therein.

SIXTH.—An emplacement in the Hochelaga Ward of the City of Montreal, composed of the North-East portion of subdivision number forty-nine and of the South-West portion of subdivision number fifty of lot number one hundred and forty-eight of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga (148-N.E. pt. 49 and 148—S.W. pt. 50).

The said North-East portion of said subdivision number forty-nine contains eleven feet six inches in width by ninety-eight feet six inches in depth and is bounded in front to the South-East by the portion of the same subdivision expropriated for the widening of Notre Dame Street in rear by a lane being subdivision fifty-seven of said lot one hundred and forty-eight on one side to the North-East by said subdivision fifty (148—50) and on the other side to the North-West by the remainder of said subdivision forty-nine. And the said South-West portion of said subdivision number fifty contains a width of fourteen feet six inches by a depth of ninety-seven feet six inches and is bounded in front to the South-East by the portion of the same subdivision expropriated for the widening of Notre Dame Street in rear by the said lane, on one side to, the South-West by the portion hereinbefore described of subdivision number forty-nine and on the other side to the North-East by the remainder of the said subdivision number fifty, the whole emplacement composed as aforesaid, contains a width of twenty-six feet by a depth of ninety-seven feet six inches in the North-East line and ninety-eight feet six inches in the South-West line, and a superficial area of two thousand five hundred and forty-eight feet and is bounded in front to the South-East by the portions of said subdivisions numbers forty-nine and fifty expropriated for the widening of Notre Dame Street, in rear by the said lane, on one side to the North-East by the remainder of the said sub-

division number fifty and on the other side to the South-West by the remainder of the said subdivision forty-nine; and the said emplacement is shown colored Green on the plan prepared by Joseph Rielle, P.L.S., dated the twenty-eighth day of February last (1908) and annexed to a deed of sale from Maurice Nowlan Delisle to the Suburban Tramway and Power Company, passed before J. A. Cameron, N.P., on the 31st of March, 1908.

Together with the powerhouse and all the plant and machinery in and about all the aforesaid properties and the accessories thereof and all other buildings and improvements upon the lands hereinbefore described or any part thereof.

LONGUE POINTE PROPERTY.

1. An emplacement at Beaurivage in the Parish of Longue Pointe, forming part of Subdivision one hundred and thirty-eight (138) of the official subdivisions of lots number three hundred and ninety-seven (397) on the Official Plan and Book of Reference of the Parish of Longue Pointe bounded as follows: At one end by the part of the said subdivision sold to the Corporation of the Town of Longue Lointe by A. E. Abbott, by Deed before J. A. Beauchamp, Notary, on December 9th 1907, registered in the Registry Office of the Counties of Hochelaga and Jacques Cartier under No. 142229; at the other end by subdivision one hundred and forty-one (141) of the said official lot; on one side by subdivision one hundred and thirty-seven (137) and on the other side by subdivision number one hundred and thirty-nine (139).

2. Another emplacement situate in the same place as that above described forming part of subdivision number one hundred and thirty-nine (139) of the said official lot and bounded said portion as follows: At one end by another part of said subdivision property of the said Parish of Longue Pointe under the aforesaid Deed; at the other end by subdivision number one hundred and forty-one (141); on one side by the portion of subdivision number one hundred and thirty-eight (138) immediately above described, and on the other side by the portion of subdivision number one hundred and forty (140) hereinafter described.

3. Another emplacement situate in the same place, forming part of subdivision number one hundred and forty (140) of the said official lot, said portion being bounded at one end by another part of said subdivision number one hundred and forty (140), property of said Parish of Longue Pointe under the Deed aforesaid; at the other end by subdivisions one hundred and forty-one (141) and one hundred and fifty-three (153) of the said official lot; on one side by the portion of subdivision

number one hundred and thirty-nine (139) immediately hereinabove described, and on the other side by portion of subdivision number one hundred and fifty-four (154) hereinafter described.

4. An emplacement situate in the same place as that above described forming part of subdivision number one hundred and fifty-four (154) of the said official lot, said portion being bounded at one end by another part of said subdivision number one hundred and fifty-four (154) property of said town of Longue Pointe; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot, on one side by the portion of subdivision number one hundred and forty (140) immediately hereinafter described and subdivision one hundred and fifty-three (153) of the said official lot, and on the other side by portion of subdivision one hundred and fifty-five (155) immediately described.

5. Another emplacement situate in the same place as that above described, forming part of subdivision number one hundred and fifty-five (155) of the said official lot, said portion being bounded at one end by the property of the Town of Longue Pointe under the aforesaid deed; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot; on one side by part of subdivision number one hundred and fifty-four (154) hereinabove described, and on the other side by part of subdivision number one hundred and fifty-six (156) hereinafter described.

6. Another emplacement situate in the same place as that above described, forming a portion of subdivision number one hundred and fifty-six (156) of the said official lot, said portion being bounded at one end by the portion of subdivision number one hundred and fifty-six (156) belonging to the Town of Longue Pointe under the aforesaid deed; at the other end by subdivision number one hundred and fifty-eight (158) of the said official lot; on one side by the portion of subdivision number one hundred and fifty-five hereinabove described and on the other side by subdivision number one hundred and fifty-seven.

7. A piece of land situate in the same place as that above described forming part of subdivision number two hundred and thirty-three (233) of the said official lot, the said portion being bounded at one end by property of said Town under the aforesaid deed; at the other end by subdivision two hundred and thirty-eight (238) of the said official lot; on one side by subdivision two hundred and thirty-two (232) and on the other side by a portion of subdivision number two hundred and thirty-four (234) hereinafter described.

8. A piece of land situate in the same place as that above

described, forming part of subdivision two hundred and thirty-four (234) of said official lot, said portion being bounded at one end by property of said town of Longue Pointe under aforesaid deed; at the other end by subdivision number two hundred and thirty-eight (238) of said official lot; at one side by portion of subdivision number two hundred and thirty-three (233) hereinabove described, and on the other side by subdivision number two hundred and thirty-five (235) hereinafter described.

9. Another emplacement situate in the same place as that above described, forming part of subdivision number two hundred and thirty-five (235) of said official lot, bounded said portion at one end by another of said subdivision, property of the Town of Longue Pointe, under the aforesaid Deed; at the other end by subdivision number two hundred and thirty-eight (238) on the said official plan; on one side by the portion of subdivision number two hundred and thirty-four (234) hereinabove described, and on the other side by part of subdivision number two hundred and thirty-six (236) hereinafter described.

10. An emplacement in the same place as that above described forming part of subdivision number two hundred and thirty-six (236) of said official lot, bounded at one end by part of said subdivision-number two hundred and thirty-six (236) belonging to the Town of Longue Pointe under the aforesaid Deed; at the other end by subdivision number two hundred and thirty-eight (238) of the said official lot; on one side by part of subdivision number two hundred and thirty-five (235) hereinabove described, and on the other side by subdivision number three hundred and ninety-eight (398) on the said official plan.

11. All the Vendor's right, title and interest in subdivisions one hundred and thirty-five (397—135) and two hundred and thirty-two (397—232) of the said official lot.

The whole however, subject to the conditions set forth in the deed of sale from A. E. Abbott of the City of Montreal, to Suburban Tramways and Power Co., passed before H. M. Marler, N.P., on the 5th of February, 1908.

IV

DESCRIPTION OF PROPERTY FORMERLY OWNED
BY MONTREAL TERMINAL RAILWAY COMPANY

LINE FROM MONTREAL THROUGH LONGUE POINTE AND POINTE
AUX TREMBLES INCLUDING POWER HOUSE AND CHAPELLE
DE LA REPARATION BRANCHES,

All English measure, more or less, unless otherwise stated.

A tract of land, in the Town of Maisonneuve, extending from the South-Westerly limits of said Town to the South-Westerly limits of the Parish of Longue Pointe; which part of the said railway is known and designated on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, under the special number one hundred and eighty-two (182) and comprises an area of six arpents and nineteen perches.

A piece of land in the Parish of Longue Pointe, in the County of Hochelaga, extending from the North-Eastern limits of the Town of Maisonneuve to the South-Western limits of the Parish of Pointe aux Trembles; which part of said Railway is known and designated on the Official Plan and Book of Reference for the Parish of Longue Pointe in the County of Hochelaga under the special number five hundred and six (506) and contains an area of forty-two arpents and fifteen perches.

A piece of land in the Parish of Pointe aux Trembles, in the County of Hochelaga, extending from the South-Western limits of said Parish to the intersection of said Railway with the Montreal Turnpike Trust Road at or near the banks of the River des Prairies, and comprising an area of seventy-two arpents and twenty-five perches, which part of said Railway is known and designated on the Official Plan and Book of Reference for the Parish of Pointe aux Trembles under the special number two hundred and thirty-six (236).

The extension and sidings from the points of its main line, in the Parish of Pointe aux Trembles, to the Power House and car sheds on the bank of the River St. Lawrence, which said extension and sidings and lands are known and designated on the Official Plan and Book of Reference for the said Parish of Pointe aux Trembles under the special number two hundred and thirty-seven (237) and comprise an area of three arpents and fifty perches together with all buildings thereon constructed.

Lots numbers one (1) and one hundred and eighty-seven

(187) of the official subdivision of the original lot number two hundred and thirty-five (235) of the Official Plan and Book of Reference for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising the former an area of two hundred and thirty-two thousand one hundred and thirty-eight feet and the latter five thousand three hundred and sixty-two feet respectively, English measure and more or less.

That part of lot number two hundred and thirty-four (234) of the official cadastre for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising an area of about ten arpents and eighty-eight perches, more or less, bounded as follows:—North-Easterly by lots number one (1) and one hundred and eighty-seven (187) of the official subdivision of original lot number two hundred and thirty-five (235) of the official cadastre for the Parish of Pointe aux Trembles, South-Westerly by part of lot number two hundred and thirty-three (233), North-Westerly by River des Prairies, and South-Easterly by the special cadastre number two hundred and thirty-six (236) of the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles.

The North-Westerly part of lot number two hundred and thirty-three (233) of the official cadastre for the Parish of Pointe aux Trembles in the County of Hochelaga, comprising an area of about ten arpents and nineteen perches, more or less, bounded as follows:—North-Easterly by the part lot number two hundred and thirty-four (234), hereinbefore described and by another portion of the same lot, the property of Napoleon Mercier, or his representatives, South-Westerly by the public road between said part of lot number two hundred and thirty-three (233) and lot number two hundred and thirty-two (232) of the same cadastre, North-Westerly by River des Prairies, and South-Easterly by the Montreal Turnpike Trust Road; deduction to be made from the said part of said lot number two hundred and thirty-three (233) presently described of the portion thereof taken for the purposes of the said Railway and hereinbefore transferred.

A strip of land of a width of thirty feet by all the depth there may be extending from the tracks of the Vendor which cross the lots of land known and designated under the numbers two hundred and eight and two hundred and nine of the official Plan and Book of Reference of the Parish of Pointe aux Trembles as far as a chapel called the Chapel de la Reparation, erected upon the lot number two hundred and eight aforesaid, making a depth of about twenty-four arpents, the said strip of land is made up of the following immoveable properties, to wit:—

1. Of a part of the said lot two hundred and eight, meas-

uring ten feet in width by the depth aforementioned, to be taken on the division line between the lots two hundred and eight and two hundred and nine, aforesaid.

2. Of part of the aforesaid lot two hundred and nine, measuring twenty feet in width by the entire depth aforementioned to be taken upon the length of the same line of division, also ground taken from the aforesaid lots numbers two hundred and eight and two hundred and nine for the curves to join the existing tracks of the company, extending East and West, with the strip of land hereinabove described and a piece of land to be taken near the said chapel de la Reparation upon the aforesaid lot number two hundred and eight to establish a curve towards the West for the purpose of the railway for which the above described land is acquired, the whole as acquired by the Montreal Terminal Railway Company by deed of sale from A. Brisset executed before Paquet, N.P., on the 4th day of May, 1900, and subject to all the terms and conditions therein stipulated.

Deducting, however, from the property hereinbefore described, part of the above described property sold by the Montreal Terminal Railway Company to the Chateauguay and Northern Railway by deed passed before R. A. Dunton, N.P., on the 26th of June, 1902, which part of said property so sold to the Chateauguay and Northern Railway Company is described as follows:

FIRST.—That certain tract or parcel of land forming the South-Easterly part of lot number five hundred and six, of the Official Plan and Book of Reference of the Parish of Longue Pointe extending from the Eastern limit of the Town of Maisonneuve to the Western limit of the Parish of Pointe aux Trembles and divided from the North-Westerly part of said lot number five hundred and six by a line parallel to the NorthWestern boundary of said lot and forty feet distant therefrom; bounded North-Westerly by the North-Westerly residue of said lot number five hundred and six the property of the Vendor; North-Easterly by lot number two hundred and thirty-six (236) of the Official Plan and Book of Reference of the Parish of Pointe aux Trembles; and South-Westerly by lot number one hundred and eighty-two of the official cadastre of the Incorporated Village of Hochelaga, South-Easterly by the South-Easterly parts of lots number five, eight, nine, fifteen, twenty, twenty-one, twenty-six, twenty-eight, twenty-nine, thirty-four, thirty-five, thirty-eight, forty, forty-one, forty-two, one hundred and eighty-four, three hundred and twenty-five, three hundred and twenty-six, three hundred and twenty-seven, three hundred and thirty-one, three hundred and thirty-two, three hundred and thirty-five, three hundred and thirty-seven, three hundred and

eighty-nine, three hundred and ninety, three hundred and ninety-one, three hundred and ninety-four, three hundred and ninety-five, three hundred and ninety-six, three hundred and ninety-seven, three hundred and ninety-eight, three hundred and ninety-nine, four hundred, four hundred and one, four hundred and three, four hundred and four, four hundred and five, four hundred and six, four hundred and seven, four hundred and eight and four hundred and nine, of the Official Plan and Book of Reference of the said Parish of Longue Pointe.

SECOND.—That certain tract or parcel of land in the Parish of Pointe aux Trembles consisting of that part of lot number two hundred and thirty-six on the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles, extending from the division line between said Parish of Pointe aux Trembles and the Parish of Longue Pointe to the division line between lots numbers two hundred and twenty-eight and two hundred and twenty-nine, of the Official Plan and Book of Reference of the said Parish of Pointe aux Trembles and divided from the North-Westerly part of said lot number two hundred and thirty-six, by a line drawn parallel to and forty feet distant from the North-Western boundary of said lot number two hundred and thirty-six, bounded towards the North-East by the North-Easterly residue of said lot number two hundred and thirty-six, South-Westerly by lot number five hundred and six of the Official Plan and Book of Reference of the Parish of Longue Pointe; North-Westerly residue of said part of said lot number two hundred and thirty-six the property of the Vendor towards the South-East by the Southerly parts of lots numbers seventy, seventy-two, seventy-three, seventy-four, seventy-five, seventy-six, seventy-seven and seventy-eight, seventy-nine, eighty, eighty-one, eighty-two, eighty-three, eighty-four, eighty-five, eighty-six, eighty-seven, eighty-eight, ninety, ninety-two, ninety-three, one hundred, one hundred and one, one hundred and eight, one hundred and nine, one hundred and twenty-one, one hundred and seventy-four, one hundred and seventy-seven, one hundred and eighty, one hundred and eighty-one, one hundred and eighty-two, one hundred and eighty-four, one hundred and eighty-five, one hundred and eighty-six, one hundred and ninety, one hundred and ninety-one, one hundred and ninety-five, one hundred and ninety-six, one hundred and ninety-seven, one hundred and ninety-eight, one hundred and ninety-nine, two hundred, two hundred and two, two hundred and three, two hundred and four, two hundred and five, two hundred and six, two hundred and seven, two hundred and eight, two hundred and nine, two hundred and ten, two hundred and eleven, two hundred

and twelve, two hundred and thirteen, two hundred and fourteen, two hundred and fifteen two hundred and sixteen, two hundred and seventeen, two hundred and eighteen, two hundred and twenty-two, two hundred and twenty-four, two hundred and twenty-five, two hundred and twenty-six, two hundred and twenty-seven, two hundred and twenty-eight, save and except that part of the above described tract of land comprising the continuation of lot number two hundred and thirty-seven of the width of forty feet, twenty feet on each side of the centre line of the Railway of the Vendor presently constructed thereon between the North-Western boundary of said lot number two hundred and thirty seven and the North-Western boundary of the parcel of land above described.

All measures being English and more or less.

THIRD.—That certain tract of land consisting of the South-Easterly part of lot number one hundred and eighty-two on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga situate in the Town of Maisonneuve and extending from the Easterly limit of the City of Montreal to the Westerly limit of the Parish of Longue Pointe, and being divided from the North-Western part of said lot number one hundred and eighty-two by a line commencing at a point on the division line between the City of Montreal and the Town of Maisonneuve, distant one hundred and thirty-four feet from the North-Western boundary of Ontario Street, thence continuing in a North-Easterly direction parallel to and fourteen feet distant from the North-Western boundary of said lot number one hundred and eighty-two across the whole width of lot number eighteen of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga to a point on the division line between said lot number eighteen and lot number one hundred and eight of the subdivision of original lot number seventeen of the same cadastre, distant thirty-four feet) more or less) from the intersection of the line dividing lots numbers one hundred and nine and one hundred and ten of said original lot number seventeen and said lot number eighteen thence continuing in a North-Easterly direction by a slightly curved line to the right, to a point on the South-Westerly boundary of Jeanne d'Arc Avenue in the said Town of Maisonneuve, distant fourteen feet in a South-Easterly direction from the division line between said lot number one hundred and eighty-two (182) and lot number one hundred and ten (110) of the subdivision of original lot number seventeen; thence continuing in a North-Easterly direction by a slightly curved line to the left, to a point on the South-Western boundary of Pius 9th Avenue, distant fourteen feet measured in a South-Easterly direction from the North-Western boundary of said lot number

one hundred and eighty-two; thence continuing in a North-Easterly direction parallel to the North-Westerly boundary of said lot number one hundred and eighty-two and fourteen feet distant therefrom to a point on the South-Western boundary of Fifth Avenue in said Town of Maisonneuve distant fourteen feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-Easterly direction to a point on the South-Western boundary of First Avenue in said Town of Maisonneuve, distant fourteen feet measured South-Easterly from the North-Western boundary of said lot number one hundred and eighty-two which said line from Fifth Avenue to First Avenue shall intersect the South-Westerly boundaries of Fourth, Third and Second Avenues in said Town of Maisonneuve at points fourteen feet respectively distant thereon measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two; thence continuing in a North-Easterly direction to a point on the division line between the Town of Maisonneuve and the Westerly limit of the Parish of Longue Pointe, distant thirty-seven and a half feet measured in a South-Easterly direction from the North-Western boundary of said lot number one hundred and eighty-two, which said tract of land is bounded as follows: North-Westerly by the residue of said lot number one hundred and eighty-two, the property of the Vendor; North-Easterly by lot number five hundred and six of the Official Plan and Book of Reference of the Parish of Longue Pointe, South-Westerly by lot number one hundred and eighty-two of the Official Plan and Book of Reference of the Incorporated Village of Hochelaga; South-Easterly by the South-Easterly part of lot number eighteen, lot number one hundred and six on the subdivision plan of lot number seventeen, lots numbers three hundred and twenty-four, three hundred and fifty-five, three hundred and sixty-one, three hundred and eighty, three hundred and seventy-four, four hundred and eleven, and four hundred and forty on the subdivision plan of lot number fourteen; lots numbers four hundred and seventy, four hundred and fifty-five, four hundred and twenty-five, four hundred and forty, three hundred and ninety-seven, three hundred and sixty-seven and three hundred and eighty-two of the subdivision of original lot number eight, the Southerly parts of lots number seven, three and four, lots numbers eight hundred and ninety-eight, two hundred and fourteen, one hundred and ninety-four and one hundred and eighty-four of the subdivision of original lot number two, lots numbers one thousand and eight, nine hundred and eighty-seven, nine hundred and seventy-eight, two hundred and eighteen, one hundred and ninety-six, and one hundred and eighty-eight on the subdivision plan of lot number one-A and

lots numbers six hundred and twenty-five, six hundred and one, five hundred and ninety-four and one hundred and ten, on the subdivision plan of lot number one, all of the official cadastre of the Incorporated Village of Hochelaga now forming part of the town of Maisonneuve.

And also deducting from the said property hereinbefore described, that part of the property sold by the Montreal Terminal Railway Company to the Canadian Northern Quebec, Railway Company by deed passed before R. A. Dunton: N.P., on the 31st of August, 1910, described as follows, namely.

That tract or parcel of land consisting of the North-Westerly part of lot number one hundred and eighty-two (182) of the official cadastre of the Incorporated Village of Hochelaga, extending from the Easterly limit of the City of Montreal, to Desjardins Street, in the Town of Maisonneuve and enclosed by a line commencing at a point on the division line between the City of Montreal and the Town of Maisonneuve, distant one hundred and thirty-four feet measured in a North-Westerly direction from the North-Western boundary of Ontario Street; thence continuing in a Northerly and North-Easterly direction parallel to and fourteen feet distant from the North-Western boundary of said lot number one hundred and eighty-two (182) across the whole width of lot number eighteen (18) of the cadastre of the said Incorporated Village of Hochelaga to a point on the division line between said lot number eighteen (18) and original lot number seventeen (17) of the cadastre of the Incorporated Village of Hochelaga, distant thirty-four feet, more or less, measured in a South-Easterly direction from the intersection of the division line between said lot number one hundred and ten (110) and lot number one hundred and nine on the subdivision plan of lot number seventeen and said lot number eighteen of the said cadastre of the said Incorporated Village of Hochelaga, thence, continuing in a North-Easterly direction by a slightly curved line to the right to a point on the South-Western boundary of Jeanne d'Arc Avenue, in the Town of Maisonneuve distant fourteen feet measured in a South-Easterly direction from the division line between said lot number one hundred and eighty-two (182) and lot number one hundred and ten (110) of the subdivision of original lot number seventeen (17) of the said cadastre of the Incorporated Village of Hochelaga; thence continuing in a North-Easterly direction by a slightly curved line to the left to a point on the South-Western boundary of Pie Neuf Avenue distant fourteen feet measured South-Easterly from the North-Western boundary of said lot number one hundred and eighty-two (182) thence continuing in a North-Easterly direction parallel to the North-Western boundary of said lot number one hundred and eighty-two (182)

and fourteen feet distant therefrom to a point on the South-Western boundary of Desjardins Street, in the said Town of Maisonneuve, which said tract of land is bounded as follows:—South-Easterly by the residue of that part of said lot number one hundred and eighty-two, the property of the Chateauguay and Northern Railway Company, North-Easterly by Lasalle Avenue, in the Town of Maisonneuve, South-Westerly by part of lot number one hundred and eighty-three of the cadastre of the Incorporated Village of Hochelaga, North-Westerly by lot number eighteen of the cadastre of the Incorporated Village of Hochelaga, lot number one hundred and ten of the subdivision of original lot number seventeen, lots numbers three hundred and twenty-eight, the North-Western half of three hundred and fifty-three, the North-Western half of three hundred and eighty-two and lot number four hundred and seven of the official subdivision of original lot number fourteen (14) of the cadastre of the Incorporated Village of Hochelaga.

ONTARIO AND VALOIS AVENUE POWER HOUSE.

The lots of land known and described as numbers five hundred and ninety-one (591), five hundred and ninety-two (592) five hundred and ninety-three (593) and five hundred and ninety-four (594), of the official subdivision of the lot known as number twenty-two (22), on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, bounded in front by Valois Avenue, and in rear by a lane bearing number six hundred and seventeen (617) of the said subdivision.

All the rights of ownership and property or other rights which the Vendor has or may have in, to and upon that part of the lot known as number five hundred and ninety (590), of the official subdivision of the said lot number twenty-two (22) which has been left and detached to form a lane, according to the terms mentioned in a deed of sale consented by Joseph Haynes to The Chateauguay and Northern Railway Company, executed before P. Mainville, Notary, at Montreal, on the seventeenth day of April, eighteen hundred and ninety-seven, registered at the registry office for the Counties of Hochelaga and Jacques Cartier, on the twenty-fourth day of the same month and year under No. 66938.

Which part of said lot number five hundred and ninety contains fifteen feet in width by the whole depth of the said lot number five hundred and ninety (590), and is bounded as follows, in front by said Valois Avenue, in rear by said lot number six hundred and seventeen (617); on one side by said lot number five hundred and ninety-one (591) and on the

other side by the remainder of the said lot number five hundred and ninety (590).

All that part of the said lane known as number six hundred and seventeen (617) of the said official subdivision of the said lot number twenty-two (22) situate in rear and being adjacent to the lots and portion of lots hereinbefore mentioned, containing about one hundred feet in length, by the whole width of the said lane and being bounded on one side by the hereinabove described and presently sold lots and portion of lot and on the other side by the property belonging to the Estate Bourbonniere or representatives, at one end by that portion of the said lot number six hundred and seventeen sold by the said Haynes to The Chateauguay and Northern Railway Company, by the deed of sale hereinabove mentioned and dated the seventeenth day of April eighteen hundred and ninety-seven, and at the other end, by the remainder of the said lot number six hundred and seventeen.

From which is detached a portion of the said lot number five hundred and ninety-four, next to the lot number five hundred and ninety-five, of the official subdivision of the said lot number twenty-two containing fifteen feet in width by the whole depth of the said lot number five hundred and ninety-four (594), bounded in front by Valois Avenue, in rear by the said lane number six hundred and seventeen, on one side by the said lot number five hundred and ninety-five (595) and on the other side by the remainder of the said lot number five hundred and ninety-four (594), left as a lane for the perpetual use in common of the parties having right thereto, and of the said purchaser and their respective representatives, to replace the lane above mentioned, heretofore forming part of the said lot number five hundred and ninety.

DAVIDSON AND DUQUETTE STREET PROPERTY.

The lots of land known and described as numbers three hundred and eighty-six (386), three hundred and eighty-seven, (387), three hundred and eighty-eight (388), and three hundred and eight-nine (389) of the Official subdivision of the lot known as number twenty-nine (29) on the Official Plan and Book of Reference of the Incorporated Village of Hochelaga;

With the perpetual right of passage with all others that it may appertain to in the lane known as lot number three hundred and ninety (390) of the said official subdivision of lot number twenty-nine (29), in keeping the same in common with them clear in all seasons of the year, and also the right by the said Vendor of laying the tracks of its railway and of using the same across a portion of the lane opposite the

presently sold lots of land, without any obstructions that would prevent the use of the said lane by parties having or who may hereafter have the use of the same.

With all and every the members and appurtenances thereunto belonging.

The whole subject to the conditions set out in a deed of sale from the Montreal Land and Improvement Company to the Montreal Island Belt Line Railway Company, passed before C. E. Leclerc, N.P., on the 25th of July, 1899.

FORSYTH STREET RIGHT OF WAY.

The right to construct and operate a railway service on a strip of land containing sixty feet in width, English measure, more or less, by a length of three hundred and sixty-four feet English measure, also more or less, a portion of which forms part of the street shown upon the present homologated plan of the Hochelaga Ward of the City of Montreal as Forsythe Street projected, between the lot number fifty—one hundred and sixty-five (50-165) and the street shown upon the said homologated plan as Davidson Street and the other portion of which strip of land forms also part of that portion of said Forsythe Street which intersects said Davidson Street; the whole of said strip of land forming part of the lot known as number thirty (30) upon the Official Plan and Book of Reference of the Incorporated Village of Hochelaga, being bounded as follows:—At one end by the number 50—165, and the other end by a portion of the lot known as number four hundred and thirty-one *a*, (431a) of the official subdivision of the lot number twenty-nine (29) on the said Official Plan and Book of Reference, being part of said Davidson Street, and on both sides by other portions of the said lot number thirty (30). Together with the right to place and maintain thereon and therein all conduits, poles, rails, wires and such other apparatus of whatever nature as may be necessary or expedient for the said Company, their successors and assigns, in order to construct and operate said railway or in connection with the construction and operation thereof, along the said street, with exclusive right of way for the cars of the said company, their successors and assigns, a special servitude for the purpose above mentioned having been constituted in the said street in favor of the said company, their successors and assigns, in, upon, and over the land covered by the said street within the limits above described.

The whole, however, subject to the restriction placed thereon by deed of sale from Maurice Nowlan Delisle and others to Montreal Terminal Railway Company, passed before C. E. Leclerc, N.P., on the 20th day of November, 1908.

MONTREAL CITY RIGHT OF WAY PROPERTIES.

A portion of the property known and designated on the Official Plan and Book of Reference of the St. Louis Ward in the City of Montreal, as lot number seven hundred and fifty-seven (757), which portion of lot may be described as follows, to wit:

“Consisting of the Westerly corner of lot number seven hundred and fifty-seven (757) on the Official Plan and Book of Reference of St. Louis Ward in the City of Montreal, bounded as follows:

Commencing at the Easterly corner of St. Norbert and Cadieux Streets, thence South-Easterly along the North-Easterly boundary of Cadieux Street, a distance of fifty-nine feet four inches, more or less, to the intersection of the division line between the property of the Montreal Loan & Mortgage Company, or representatives and that part of said lot number seven hundred and fifty-seven (757) hitherto the property in possession of William Labrecque; thence North-Easterly along the division line between the property of the Montreal Loan & Mortgage Company, and that hitherto the property in possession of William Labrecque, a distance of thirty feet; thence North-Westerly and at right angles to the last mentioned line, a distance of twenty two feet; thence South-Westerly at right angles to the last mentioned line, a distance of seven feet nine inches; thence North-Westerly forty-four feet, more or less, to a point on the South-Easterly side of St. Norbert Street, distant thirteen feet from the Easterly corner of Cadieux and St. Norbert Streets, thence South-Westerly along St. Norbert Street to the place of beginning and comprising an area of thirteen hundred and twenty-four square feet, more or less, including the buildings thereon constructed. Further bounded as follows: “North-Westerly by St. Norbert Street; South-Westerly by Cadieux Street; South-Easterly by part of lot number seven hundred and fifty-seven (757), the property hitherto the property in possession of William Labrecque; and North-Easterly by the North-Easterly residue of said lot number seven hundred and fifty-seven (757). The whole as selected and laid out for the purposes of its railway by the said Montreal Terminal Railway Company.

That certain lot of land situated in the St. Louis Ward of the City of Montreal, being the South-East portion of the lot known and designated by the number seven hundred and fifty-nine (759) on the Official Plan and Book of Reference of said St. Louis Ward, containing thirty-eight feet six inches in width in front on City Hall Avenue, formerly German Street and forty-two feet in width in rear by one hundred feet

in depth, more or less. Bounded, in front by City Hall Avenue, in rear by part of lot number seven hundred and fifty-eight (758) on said official plan, on one side by lot number seven hundred and sixty, and on the other side by the remainder of said lot seven hundred and fifty-nine, (759). With the buildings thereon erected.

The whole subject to the restrictions and conditions set forth in a deed of sale from Thomas Haugh to the Montreal Terminal Railway Company, passed before R. A. Dunton, N.P., on the 12th day of November, 1902.

That certain lot of land fronting on Cadieux Street in the St. Louis Ward of the said City of Montreal, known and designated by the number seven hundred and fifty-eight (758) on the Official Plan and Book of Reference of said Ward containing eighty-five feet four inches in width in front, eighty-three feet six inches in width in rear by one hundred and eighty feet nine inches in depth and a superficial area of nine thousand one hundred and eighty feet, more or less.

A lot of land or emplacement situate on the North-East side of Cadieux Street measuring twenty-five feet in width by about seventy-five feet in depth, English measure, and comprising:

FIRST.—The South-East portion of the lot known as number seven hundred and fifty-seven (757) of the Official Plan and Book of Reference of St. Louis Ward of the said City; said portion measuring twenty-five feet in width by a depth of thirty-seven and one half feet, bounded in front by Cadieux Street, in rear by a portion of the lot number seven hundred and fifty-six (756) of said Plan and Book of Reference, on the South-East side by a portion of the lot number seven hundred and fifty-eight (758) of said Plan and Book of Reference and on the North-West side by the residue of said lot number seven hundred and fifty-seven (757). SECONDLY.—The South-East portion of the lot number seven hundred and fifty-six (756) of said Plan and Book of Reference measuring twenty-five feet in width by thirty-seven and one half feet in depth, bounded towards the South-West by the portion of the lot seven hundred and fifty-seven above described, on the North-East at the rear, by the lot number seven hundred and fifty-five of said Plan and Book of Reference, on the South-East side by the lot number seven hundred and fifty-eight of said Plan and Book of Reference and on the North-West side by the residue of said lot number seven hundred and fifty-six (756). The said emplacement also comprises the stone and brick houses and wooden sheds thereon erected, together with the right of way in common with others in the covered passage which adjoins the said emplacement on the North-West side and forms part of said lots numbers seven hundred and

fifty-seven and seven hundred and fifty-six (757 and 756) and measures eight feet four inches in width by a depth of forty feet on the South-East side and thirty-four feet on the North-West side, along the property of the Montreal Loan and Mortgage Company or representatives, the whole as shown on the plan annexed to lease and promise of sale from The Montreal Loan and Mortgage Company to one Wm. Labrecque, executed before T. Doucet, Notary, the fourth day of February, nineteen hundred and one

FRANCHISES.

The following Contracts and Franchises and all the Company's rights hereunder:

MONTREAL STREET RAILWAY COMPANY.

1. Contract with the City of Montreal, before Marin, Notary, dated the eighth day of March, eighteen hundred and ninety-three (1893).
2. Contract with the Town of Cote St. Antoine (now the Town of Westmount), before Lyman, Notary, dated the eleventh day of August, eighteen hundred and ninety-three (1893).
3. Contract with the City of Ste. Cunégonde (since annexed to the City of Montreal), before McLennan, Notary, dated the tenth day of April, eighteen hundred and ninety-four (1894).
4. Contract with the City of St. Henri (since annexed to the City of Montreal), before McLennan, Notary, dated the tenth day of April, eighteen hundred and ninety-four (1894).
5. Contract with the Village of Verdun, before Fair, Notary, dated the fifth day of January, eighteen hundred and ninety-nine (1899).
6. Contract with the Town of St. Paul, before Fair, Notary, dated the fourteenth day of January, nineteen hundred and one (1901).
7. Supplementary contract with the City of Montreal, before Morin, Notary, dated the twenty-third day of October, nineteen hundred and one (1901).
8. Contract with the Town of St. Louis, before Olivier, Notary, dated the twenty-first (21st) day of October, nineteen hundred and one (1901).
9. Supplementary contract with the Town of Westmount

before Lighthall, Notary, dated the seventeenth day of May, nineteen hundred and four (1904).

10. Contract with the Village of Delorimier, before Mayrand, Notary, dated the twenty-fifth day of July, nineteen hundred and four (1904).

11. Supplementary contract with the Town of Maisonneuve, before Ecrement, Notary, dated the twenty-sixth day of May, nineteen hundred and five (1905).

12. Contract with the Town of Outremont, before Lyman, Notary, dated the twelfth day of March, nineteen hundred and six (1906).

MONTREAL PARK AND ISLAND RAILWAY COMPANY.

1. A contract with the Corporation of the Town of Lachine, passed before A Bouchard, Notary Public, on the 17th February, 1899.

2. By-law No. 70 of the Municipal Council of the Town of Lachine, adopted at a general session of the Municipal Council of the Town of Lachine, on the 10th day of September, 1896.

3. By-law No. 72 of the Municipality of the Town of Lachine, adopted at a general session of the Municipal Council of the Town of Lachine, held on the 23rd September, 1896.

4. By-law No. 16 of the Municipality of the Parish of Lachine, adopted at a general meeting of the Council of the Parish of Lachine, on the 5th day of December, 1892.

5. By-law No. 17 of the Municipal Council of the Parish of Les Saints Anges de Lachine passed at a general session of the Municipal Council of the Parish of Les Saints Anges de Lachine, held on the 4th day of October, 1893.

6. Contract between Parish of Les Saints Anges de Lachine and Robert Bickerdike, before Schetagne, N.P., 30th of November, 1893.

7. By-law No. 26 of the Village of Outremont, adopted at a general session of the Municipal Council of the Village of Outremont, held on the 2nd of October, 1893.

8. A contract passed before P. A. Baudoin, N.P., on the 4th of November, 1892, between A. J. Corriveau and the Municipality of the Parish of Sault au Recollet.

9. By-law No. 20 of the Municipal Parish of Sault au Recollet, passed at a general meeting of the Municipal Council of the said Parish, held on the 3rd of October, 1892.

10. By-law No. 17 of the Municipality of the Parish of St. Laurent, adopted on the 2nd of September, 1895.

11. By-law No. 3 of the Town of St. Laurent, adopted

by the Municipal Council of the said Town on the 6th of March, 1894.

12. By-law No. 2 of the Municipality of the Parish of St. Geneviève, adopted on the 5th of June, 1893.

13. A by-law of the Municipal Parish of St. Leonard de Port Maurice, on the 24th of April, 1893.

14. A contract between the Corporation of the Village of St. Louis de Mile End and Mr. A. J. Corriveau, dated 6th April, 1893, passed before L. Belanger, Notary.

15. Contract passed before J. A. Cameron, Notary Public, on the 7th of November, 1907, between the Town of Notre Dame de Grace, and the Montreal Park and Island Railway Company.

16. A contract with the Corporation of the Village of Rosemount, passed before Geo. Mayrand, N.P., on the 8th of January, 1909.

MONTREAL TERMINAL RAILWAY COMPANY.

1. The By-law No. 274 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 16th day of January, 1902.

2. The By-law No. 276 of the City of Montreal adopted by the Municipal Council of the City of Montreal, on the 19th day of May, 1902.

3. Contract, May 28th, 1902, between the City of Montreal and the Montreal Terminal Railway Company, passed before Dunton, N.P.

4. The By-law No. 293 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 10th day of November, 1902.

5. The By-law No. 341 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 11th day of October, 1905.

6. The By-law No. 348 of the City of Montreal, adopted by the Municipal Council of the City of Montreal, on the 4th day of December, 1905.

7. Contract, 12th December, 1905, with the City of Montreal, Dunton, N.P.

8. A resolution of the City Council of the City of Montreal, adopted at a Special Meeting of the Council of the City of Montreal held on the 20th day of February, 1899.

9. An order of The Exchequer Court of Canada, dated the 24th April, 1899, Hon. Mr. Justice Burbidge.

10. The By-law No. 21 of the Municipality of the Village

of Delorimier, adopted by the Municipal Council of said Municipality, dated 18th January, 1902,

11. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, N. P. on the 10th January, 1894.

12. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, Notary, Public, on the 2nd November, 1896.

13. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, on the 21st November, 1896.

14. A contract with the Town of Maisonneuve, passed before M. G. Ecrement, Notary, Public, on the 30th of April, 1904.

15. Contract with the Town of Maisonneuve, passed before M. G. Ecrement, N. P., on the 9th of June 1905.

16. Contract between the Parish of Pointe-aux-Trembles and the Chateauguay & Northern Railway Company, executed the 13th November 1896, before J. R. Mainville, N.P.

17. Resolution of the Council of the Town of Longue Pointe, passed the 31st May, 1910.

PUBLIC SERVICE CORPORATION.

1. The by-law number eighty-eight (No. 88) of the Municipality of the Parish of Longue Pointe, in the County of Hochelaga adopted by the Municipal Council of the said Parish on the fourth of August, nineteen hundred and two.

2. The by-law number ninety-four (No. 94) of the said Municipality of the Parish of Longue Pointe, adopted by its said Municipal Council on the sixth day of September, nineteen hundred and four.

3. The by-law number one hundred and one (101) of the said Municipality of the Parish of Longue Pointe, adopted by its said Municipal Council on the twelfth day of December, nineteen hundred and five.

4. The by-law number nine (No. 9) of the Municipality of the Village of Beaurivage of la Longue Pointe in the said County of Hochelaga, adopted by the Municipal Council of the said Municipality on the fourth day of August, nineteen hundred and two.

5. The by-law number twelve (No. 12) of the said Municipality of the Village of Beaurivage of La Longue Pointe, adopted by its Municipal Council on the thirteenth day of June, nineteen hundred and four.

6. A resolution of the Trustees of the Montreal Turnpike Trust adopted at their meeting held on the sixth day of June, nineteen hundred and two in reference to the construction and operation of a line of electric tramways.

7. A resolution of the said Trustees of the Montreal Turnpike Trust adopted at their meeting held on the fifth day of July, nineteen hundred and two, amending their said resolution adopted on the sixth day of June, nineteen hundred and two.

8. A resolution of the said Trustees of the Montreal Turnpike Trust adopted at their meeting held on the eleventh day of August, nineteen hundred and four, amending their said resolution adopted on the sixth day of June and fifth day of July, nineteen hundred and two.

SCHEDULE "B"

SCHEDULE "B" REFERRED TO IN THE FOREGOING DEED OF HYPOTHEC MORTGAGE AND PLEDGE BETWEEN THE MONTREAL TRAMWAYS COMPANY AND THE ROYAL TRUST COMPANY.

The following are the conditions upon which the Debenture Stock of the Montreal Tramways Company, secured by deed of Hypothec Mortgage and Pledge dated the first day of October, A. D. 1911, is to be issued;

1. At any time after the first day of April A. D. 1921, the Company may give not less than six calendar month's notice to the stockholders or any of them stating its intention to redeem the stock held by them respectively at the rate of one hundred and five dollars (\$105) for every hundred dollars of the stock, and at the expiration of the notice such stock will be redeemed accordingly. The Company will, subject to these conditions, pay to the several holders of the stock, or those whose stock should be redeemed, the redemption moneys for the same calculated at the rate of one hundred and five dollars (\$105) per hundred dollars (\$100) of the stock in the event of the stock becoming redeemable by reason of such notice as aforesaid being given, or in the event of the stock becoming redeemable by reason of an effective resolution being passed for the voluntary winding up of the Company, with a view to reconstruction or amalgamation, and in any other case at the rate of one hundred dollars per one hundred dollars of the stock: such payment will be made at the office of the Trustee. For the purpose of this clause any notice may be given to the stockholders, or any of them, in manner provided in the above Indenture, and as from time to time when any stock ought to be redeemed as aforesaid it shall cease to carry interest, unless the Company makes default in paying the redemption moneys when due.

2. The stock shall carry interest at such rate not exceeding five per cent, per annum as shall be settled before the issue thereof and the Company will pay to the stockholders interest on their respective shares therein at the rate so settled. Such interest will be payable half yearly on the first day of April and on the first day of October.

3. Every holder of stock will be entitled to a certificate under the seal of the Company stating the amount of stock held by him, and every such certificate shall refer to the said Indenture and be in the form or to the effect following:

MONTREAL TRAMWAYS COMPANY

No debenture Stock certificate of this Company is valid unless

Trustees.

No..... \$.....

Issue of \$ perpetual Debenture
Stock, made pursuant to resolutions of the
shareholders dated 1911.

Bearing interest at the rate of five per
centum per annum, payable April 1st and
October 1st in each year

The stock is redeemable at one hundred
and five dollars per hundred at any time
after the 1st of April A. D. 1921 on six ca-
lendar month's notice from the Company.

This is to certify that of
is the registered holder of
dollars of the above stock, which stock is
constituted and secured by Mortgage dated
the 1st day of October A. D. 1911 and made
between the Company of the one part and
the
Trust Company of the other part, and is
issued subject to the provisions contained
in that deed.

Given under the Common Seal of the
Company this day of

19

.....
President.

.....
Secretary.

Countersigned;

Trust Company, Trustees,
.....

NOTE:—The Company will not register a transfer of any stock without the production of the certificate relative to such stock, which certificate must be surrendered before any transfer, whether of the whole or any portion thereof, can be registered, or a new certificate can be issued in exchange. The Company will not recognize any fraction of one hundred dollars of stock. Further stock may be issued hereunto to an amount not exceeding \$75,000,000. Such stock may be issued at par, at a discount, or at a premium, shall bear such rate of interest not exceeding five per cent per annum as the Company may determine, and shall rank *pari passu* with the stock represented by this certificate.

4. Save as in these conditions otherwise provided, the Company will recognize the registered holder of any stock, his executors or administrators, as the absolute owner thereof, and all persons may act accordingly, and the Company shall not, save as herein otherwise provided and except as ordered by a Court of competent jurisdiction or as by statute required, be bound to take notice of any trust or equity affecting the ownership of the stock or the rights incident thereto, and the receipt of such registered holder, his executors or administrators, for the interest from time to time accruing due in respect thereof, and for any moneys payable upon the redemption of the same shall be a good discharge to the Company.

5. In case of the death of any one of the joint holders of any stock, the survivor will be the only person recognized by the Company as having any title or interest in such stock.

6. A body corporate may be registered as one of the joint holders of stock.

7. Every holder of stock will be entitled to transfer the same or any part thereof not involving a fraction of one hundred dollars by an instrument, in writing, in the usual common form, or in the form following, or as near thereto as the circumstances will admit:

MONTREAL TRAMWAYS COMPANY

I,	of	in con-
sideration of the sum of		dollars paid to me by
of		do hereby transfer
o the said		(hereinafter called
the transferee)		dollars of the Debenture
Stock of the above named Company.		To hold the same unto
the transferee subject to the several conditions on which I hold		the same immediately before the execution hereof,
As Witness my hand this		day of

WITNESS:

8. Every instrument of transfer must be left at the office of the Trustee for registration, accompanied by the certificate of the stock to be transferred, and such other evidence as the directors may require to prove the title of the transferor, or his right to transfer the stock, and thereupon the Trustee will be recognized as entitled to the stock free from any equity, sett-off or cross-claim of the Company against the transferor.

9. All instruments of transfer which shall be registered will be retained by the Trustee.

10. No transfer will be registered during the fourteen days immediately preceding the first day of April or the first day of October in each year.

11. The executors and administrators of a deceased holder of stock (not being one of several joint holders) shall be the only person recognized by the Company as having any title to such stock.

12. Any person becoming entitled to stock in consequence of the death or bankruptcy of any holder of such stock, upon producing such evidence that he sustains the character in respect of which he proposes to act under this condition, or of his title, as the directors shall think sufficient, may be registered himself as the holder of such stock, or, subject to the preceding conditions as to transfer, may transfer such stock.

13. The directors shall be at liberty to retain the interest payable upon any share of stock in respect of which any person under the last preceding condition is entitled to transfer until such person shall be registered or duly transfer the same.

14. The interest upon the stock may be paid by cheque sent through the post, to the registered address of the holder, or in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register in respect of such stock. Every such cheque shall be made payable to the order of the person to whom it is sent, and payment of the cheque shall be a satisfaction of the interest.

15. If several person are entered in the register as joint holders of any share of stock, then, without prejudice to the last preceding clause, the receipt of any such person for the interest from time to time payable in respect of such shares shall be as effective a discharge to the Company as if the person signing the same receipt were the sole registered holder of such share of stock.

16. If any certificate issued pursuant to these conditions be worn out or defaced, then, upon production thereof to the directors they may cancel the same, and may issue a new

certificate in lieu thereof; and if such certificate be lost or destroyed, then upon proof thereof to the satisfaction of the directors, or, in default of proof, on such indemnity as the directors deem adequate, being given, a new certificate in lieu thereof may be given to the person entitled to such lost or destroyed instrument. An entry as to the issue of the new certificate and indemnity (if any) will be made in the register hereinafter mentioned.

17. A register of the stock will be kept by the Company at one or more offices of the Trustee in one or more books and there shall be entered upon such register:

1. The names and addresses and descriptions of the holders for the time being of the stock.

2. The amount of the stock held by every such person.

3. The date at which the name of every such person was entered in respect of the stock standing in his name, and every part thereof.

4. Stock of any special issue shall be distinguished in the said register accordingly.

Any change of name or address on the part of any registered holder shall forthwith be notified to the Trustee which, on being satisfied thereof, shall alter the register accordingly.

18 No notice of any trust, express, implied or constructive shall be entered on the register in respect of any stock.

19. In these conditions unless there be something in the subject or context inconsistent therewith.

"The Company" means the Montreal Tramways Company.

"The Directors" means the directors for the time being of the Company.

"The Stock" means the said debenture stock created as above mentioned.

Words importing the singular number only include the plural.

Words importing the plural number only include the singular.

Words importing persons include corporations, *mutatis mutandis*.

SCHEDULE "C"

SCHEDULE "C" REFERRED TO IN THE FOREGOING MORTGAGE
BETWEEN MONTREAL TRAMWAYS COMPANY, AND THE
ROYAL TRUST COMPANY

Meetings of Stockholders

1. The Trustee or the Company may respectively at any time convene a meeting of the stockholders, and the Trustee shall do so upon a requisition in writing of holders of one-tenth or more of the nominal amount of stock for the time being outstanding. Whenever the Company is about to convene any such meeting, it shall forthwith give notice in writing to the Trustee of the place, day and hour thereof, and of the nature of the business to be transacted thereat.

2. Seven days' notice at least to the stockholders, specifying the place, day and hour of meeting, shall be given previously to any meeting of the stockholders. Such notice shall be given in accordance with the provisions of the said mortgage. It shall not be necessary to specify in any such notice the nature of the business to be transacted at the meeting thereby convened.

3. At any such meeting persons at least five in number holding or representing by proxy at least one-tenth of the nominal amount of the stock for the time being outstanding shall form a quorum for the transaction of business, and no business shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.

4. Some person nominated by the Trustee shall be entitled to take the Chair at every such meeting, and if no such person is nominated, or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the stockholders present shall choose one of their number to be chairman.

5. The Trustee and its solicitors or solicitor, and any directors of the Company may attend any such meeting.

6. If, within half an hour from the time appointed for any meeting of the stockholders, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present the stockholders present shall form a quorum, and may transact any business which a meeting of stockholders is competent to transact.

7. Every question submitted to a meeting of the stockholders shall be decided in the first instance, by a show of hands, and in the case of an equality of votes the chairman

shall, both on the show of hands and at the poll, have a casting vote, in addition to the vote or votes (if any) to which he may be entitled as a stockholder.

8. At any general meeting of the stockholders, unless a poll is demanded by the chairman or at least three stockholders a declaration by the chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive evidence of the fact.

9. If at any such meeting a poll is demanded as aforesaid, it shall be taken in such manner, and either at once or after an interval for adjournment, or otherwise, as the chairman directs, and the result of such poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

10. The chairman may, with the consent of any such meeting adjourn the same from time to time and from place to place.

11. Any poll demanded at any such meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

12. The registered holder of stock, or in the case of the joint holders that one whose name stands first on the register as one of the holders thereof, shall be entitled to vote in respect of such stock, either in person or by proxy, but every instrument appointing a proxy must be in writing under the hand of the appointer, or in case of a corporation under its common seal, and must be delivered to the chairman of the meeting, and every such proxy must be in the terms or to the effect following, that is to say,

I, of
a debenture stockholder of the Montreal Tramways Company
hereby appoint of
or failing him of
to vote on my behalf at the meeting of the Debenture Stock-
holders of the said Company, which is to be held on the
..... day of, As
Witness my Hand: and no person shall be appointed a proxy
unless he is a debenture stockholder or the Trustee.

13. At every such meeting each voter shall, on a show of hands, be entitled to one vote only, but at a poll he shall be entitled to one vote in respect of every principal sum of one hundred dollars secured by the stock certificate or stock certificates in respect of which he is entitled to vote.

14. When the Trustee shall have made such entry or taken possession under the powers above conferred upon it, with the authority of an extraordinary resolution of the stockholders it may at any time afterwards give up possession of the mortgaged premises or any part thereof to the Company, either

unconditionally or upon any conditions that may be arranged between the Company and the Trustee.

15. A general meeting of the stockholders shall in addition to the powers hereinbefore given, have the following powers exercisable by extraordinary resolution, namely;

(1) Power to sanction the surrender or release of any of the mortgaged premises.

(2) Power to sanction any compromise or arrangement proposed to be made between the Company and the stockholders.

(3) General power to sanction any modification or compromise of the rights of the stockholders against the Company or against its property, whether such rights shall arise under these presents or otherwise.

(4) Power to assent to any modifications of the provisions contained in these presents which shall be proposed by the Company and assented to by the Trustee.

16. An extraordinary resolution passed at a general meeting of the stockholders duly convened and held in accordance with these presents shall be binding upon all the stockholders, whether present or not present at such meeting, and each of the stockholders shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

17. The expression "extraordinary resolution" when used in this schedule, means a resolution passed at a meeting of the stockholders duly convened and held in accordance with the provisions herein contained, by a majority consisting of not less than three fourths of the stockholders voting thereat upon a show of hands, or, if a poll is duly demanded then by a majority consisting of not less than three-fourths of the votes given on such poll.

18. Minutes of all resolutions and proceedings at every such meeting aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of the Company, and any such minutes as aforesaid, if purporting to be signed by the Chairman of the meeting at which such resolutions were passed, or proceedings had, or by the chairman of the next succeeding meeting of the stockholders shall be conclusive evidence of the matters therein contained, and, until the contrary is proved, every such meeting in respect to the proceedings of which minutes have been made shall be deemed to have been

duly held and convened and all resolutions passed thereat or proceedings had, to have been duly passed and had.

WHEREOF ACTE.

Executed at the City of Montreal this Eighteenth day of November, nineteen hundred and eleven, and of the record in the office of the undersigned Notary under the number ten thousand two hundred and sixty-six.

And after due reading hereof the parties signed and affixed hereto their corporate seals in the presence of the said Notary.

	(Signed)	MONTREAL TRAMWAYS COMPANY
Seal of Montreal	"	ORICK B. MACCALLUM,
Tramways Company	"	<i>President.</i>
	"	SAMUEL T. MAINS, <i>Secretary.</i>
	"	THE ROYAL TRUST COMPANY,
Seal of the Royal	"	A. MACNIDER,
Trust Company,	"	<i>Member Executive Committee</i>
	"	A. E. HOLT, <i>Assistant Manager</i>
	"	H. M. MARLER, <i>N. P.</i>

A true copy of the original hereof remaining of record in my office.

H. M. MARLER, *N. P.*

CHAP. 85

An Act respecting the Quebec & Saguenay Railway Company.

[Assented to 3rd April, 1912.]

Preamble.

WHEREAS the Quebec & Saguenay Railway Company, has by its petition represented that it is necessary to amend its charter in divers respects:

Whereas it has prayed that an act be passed to that effect, and it is expedient to grant the prayer of such petition:

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

5 Ed. VII, c.
55, s. 2, re-
placed.

1. Section 2 of the act 5 Edward VII, chapter 55, is replaced by the following:

" 2. The company shall have the power to construct and operate a steam or electric railway through the counties of Montmorency, Charlevoix, Saguenay and Chicoutimi, from the terminus of the Quebec Railway Light & Power Company at St. Joachim in the county of Montmorency, following the shore of the River St. Lawrence, through Baie St. Paul as far as St. Irénée and Malbaie, and thence to a point on the Saguenay river within five miles above Jonquières between Lake St. John and the mouth of the Saguenay River, and thence through the county of Saguenay to a point situate at or near the eastern boundary of the Province of Quebec, as well as to construct and operate branches from the main line for the use of the various industries established or to be established. The line or its branches of railway shall not enter or cross the territory known as Laurentides National Park without permission of the Lieutenant-Governor in Council.

2. Section 11 of the said act, as replaced by the act 7 Edward VII, chapter 91, section 5, is replaced by the following:

" 11. The directors of the company are authorized to borrow in Canada or elsewhere the sum of money needed for the construction, maintenance and operation of the railway; to issue mortgage bonds bearing the seal of the company, signed by the president or other officer acting as such and countersigned by the secretary. Such bonds shall be payable in such manner and at such places in Canada or elsewhere, shall be for such amount and bear such rate of interest as the directors may determine, and the latter may sell or pledge the same at such price and on such terms and conditions as they may deem expedient.

The directors may hypothecate, mortgage or pledge the lands, tolls, revenues whatsoever or other properties of the company, for the payment of said sums borrowed and interest thereon.

In order to preserve the priority, lien, charge, hypothec and privileges purporting to appertain to or created by any bond issued by the company, it shall not be necessary that such bond be registered according to the requirements of the Civil Code or any other law; but it shall be sufficient to have registered, in each of the registry offices of the counties traversed by the said railway, the document creating such priority, lien, charge, hypothec and privilege, and stating the date of the issue and the number and amount of bonds issued or negotiated."

3. Section 2 of the act 9 Edward VII, chapter 105, is replaced by the following:

" 2. The company shall complete the construction of that portion of its line which runs from St. Joachim to Murray

Motive power and route of railway.

Loans, issue of bonds, &c.

Hypothecation, &c., of bonds, &c.

How hypothec, &c., to be preserved.

9 Ed. VII, c. 105, s. 2, replaced.

Completion of part of line &c.

Bay, within three years from the 1st May, 1912. The company's line shall be completed within four years from the 1st May, 1912 to the Saguenay river and the remainder of the line within seven years. Provided that in the event of the failure of the company to complete all or any portion of its said line within the delays aforesaid, then all the rights, powers and privileges conferred upon the said company shall lapse and be null and void with respect to the construction and operation of that portion of its railway which is not completed within the delay hereby prescribed, but shall be and remain in full force and effect with respect to that portion of its line which has been completed."

Forfeiture in certain case. **4.** The right to construct and operate the said line from Nairns Falls to the Saguenay River shall lapse and be forfeited if the same is not built and completed within the four years above mentioned.

Id. The above forfeiture shall not apply to that portion of the line between St. Joachim and Nairns Falls if the same be completed within the delay of four years above provided by this act.

Amalgamation, &c., with certain other companies. **5.** The Quebec and Saguenay Railway Company is hereby authorized to amalgamate with, absorb and acquire the Lotbinière and Megantic Railway Company, the Quebec Eastern Railway Company, or either or both of said roads, its or their undertakings, property, powers, rights, franchises, subsidies, privileges, rolling stock, capital stock and assets or any part thereof, said amalgamation being subject to the consent of the Lieutenant-Governor in Council and to section 743 of the Revised Statutes of Quebec, 1909.

Coming into force. **6.** This act shall come into force on the day of its sanction.

CHAP. 86

An Act to amend the charter of the Montreal and Northern Colonization Railway Company.

[Assented to 3rd April, 1912.]

Preamble. **W**HEREAS the Montreal and Northern Colonization Railway Company has by its petition represented that it is desirable that its charter be amended so as to change the route of its railway and for other purposes; and whereas it is expedient to grant the prayer to that effect 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. Section 6 of the act 1 George V (2nd session), chapter 81, is replaced by the following: 1 Geo. V (2d session), c. 81, s. 6, replaced.

“**6.** The first meeting of the shareholders for the purpose of electing directors and for the organization of the company shall be held in the city of Montreal at a date to be fixed by the provisional directors.” First shareholders' meeting.

2. Section 12 of the act 1 George V, (2nd session), chapter 81, is replaced by the following: Id., s. 12, replaced.

“**12.** The company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, whereof the motive power shall be steam, electricity or other motive power, from a point in or near the city of Montreal, and extending in a north northwesterly direction to a point on James Bay, passing through the counties or any of the counties of Jacques Cartier, Laval, Terrebonne, Two Mountains, Argenteuil, Montcalm, L'Assomption, Joliette Ottawa and Pontiac, and thence in a northwesterly direction through and in the territory of Abitibi to James Bay.” Motive power and route of railway.

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

CHAP. 87

An Act respecting The North Eastern Railway Company and to change its name to that of the “North Railway Company.”

[Assented to 3rd April, 1912.]

WHEREAS, The North Eastern Railway Company, incorporated by the act 6 Edward VII, chapter 64, has, by its petition represented that it is necessary that the charter and acts amending the same be amended, and

Whereas it is expedient to grant the prayer to that effect, 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. Section 2 of the act 9 Edward VII, chapter 102 is repealed. 9 Ed. VII, c. 102, s. 2, repealed.

2. The company shall commence the construction of its Beginning