

## WHEREOF ACTE :

DONE AND PASSED, in the parish of Ste. Geneviève, in the study of the said notary, on the day and in the month and year aforesaid, under the number eight thousand three hundred and thirty-three of the minutes of the said notary.

These presents being duly read, the parties of the first part declared they could not sign, in the presence of Mr. A. Z. Libersan, notary, of the parish of Ste. Geneviève, legal witness, who signed with the party of the second part and with the said notary.

(Signed) A. Z. LIBERSAN,  
 “ MAGLOIRE ST. PIERRE,  
 “ J. A. CHAURET, Not. Pub.

True copy of the minute of the record remaining in my study.

J. A. CHAURET,  
 Not. Pub.

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 CHAP. 110

An Act to ratify a deed of partition between the heirs of the estate of the late Félix Décarie

[Assented to 9th March, 1906]

## Preamble.

WHEREAS Joseph Noël Décarie, advocate, Antoine Victor Décarie, merchant, Félix Joseph Victor Décarie, trader, Bernadette Décarie, wife of Alphonse Décarie, farmer, Apolline Décarie, spinster, all of the parish of Notre Dame de Grâces, district of Montreal; Marie Décarie, wife of Alexandre Prud'homme, notary, of the town of Notre Dame des Neiges, said district; the said Bernadette Décarie and Marie Décarie, duly authorized hereto by their husbands, and Dame Rose de Lima Hurtubise, of the said parish of Notre Dame de Grâces, widow of the late Félix Décarie, in his lifetime farmer and gardener of the same place, testamentary executrix of the estate of the late Félix Décarie, and tutrix to Ursule Décarie and Radegonde Décarie, her minor daughters, issue of the marriage of the said late Félix Décarie with the said Dame Rose de Lima Hurtubise, have by their petition represented:

That, by will made before Mtre. J. A. Brunet, notary, on the 24th July, 1899, the late Félix Décarie, in his lifetime farmer and gardener of the village of Notre Dame de Grâces West, husband of Dame Rose de Lima Hurtubise, one of the petitioners

above-mentioned, father and father-in-law of the other said petitioners, bequeathed the enjoyment and usufruct of all his property to the said Dame Rose de Lima Hurtubise and the ownership to his said children, Joseph Noel Décarie, Antoine Victor Décarie, Félix Joseph Victor Décarie, Bernadette Décarie, Marie Décarie, Apolline Décarie, Ursule Décarie and Radegonde Décarie;

That, moreover, the said Dame Rose de Lima Hurtubise was appointed testamentary executrix with powers beyond the year and day, and was authorized, during the usufruct, to sell the property of the estate provided the price derived therefrom should be reinvested in the name of their children;

That the said estate consists chiefly of a lot of land known as Number one hundred and eighty-nine of the official plan and book of reference of the parish of Montreal;

That the said immoveable is situated in the western limit of the town of Westmount;

That, by its situation and the continued spread and increase of the city of Montreal and its environs, the said immoveable is no longer suitable for cultivation as its value and the taxes thereon have become too great in proportion to what might be derived from it as a farm, and it should be immediately subdivided into building lots to be offered for sale, and the greatest possible profit be derived therefrom;

That it is in the interest of the said estate to take advantage at once of the flourishing condition of the real estate market and the great demand for property and building lots in that part of the island of Montreal;

That, moreover, according to the will of the said Félix Décarie, a part only of the said property can be sold by his usufructuary legatee, until all the heirs attain the age of majority;

That such restriction is no longer advantageous to the estate inasmuch as, since the said will was made, the condition of such property and its value on the market have completely altered;

That, moreover, some of the petitioners have hypothecated and even sold their undivided shares of the said property, subject to the right of redemption, and the said Dame Rose de Lima Hurtubise, their mother, has renounced the enjoyment of such shares, in order to secure the payment of such hypothecary obligations and sales;

That, under the circumstances, the other heirs, who are petitioners, are exposed to a suit in licitation and partition on the part of the creditors and purchasers, which would endanger their rights and claims in and to the said immoveable or would at least expose them to considerable loss;

That, under the circumstances, the heirs of the aforesaid property have made a partition of the said immoveable amongst

themselves, by deed before Mtre. Ernest R. Décary, notary, on the 16th January, 1906;

That, in order to facilitate such partition, the said Dame Rose de Lima Hurtubise, by deed passed previously on the 9th January, 1906, before the said Mtre. Ernest R. Decary, notary, renounced the usufruct and all other rights she may have in and to the immoveable above described;

That, moreover, the said deed of partition was also ratified by Ulysse Chopin, civil engineer, of the city of Montreal, who was the purchaser at the sale, subject to the right of redemption, of the shares of the petitioners, Antoine Victor Décarie and Félix J. V. Décarie, in and to the immoveable No. 189 of the official plan and book of reference of the parish of Montreal, and he has consented that all the rights accruing to him in virtue of the deed of sale aforesaid, shall affect only lots that have devolved to the said Antoine V. Décarie and Félix J. V. Décarie under the said partition;

That, at a meeting of the relatives of Ursule Décarie and Radegonde Décarie, two of the heirs of the late Félix Décarie, who are still minors, they approved of the said deed of partition aforesaid, and gave their opinion that it was in the interest of the said minors;

Whereas the said petitioners have proved the allegations of their petition, and it is expedient to grant their prayer;

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

**Certain property vested in certain persons absolutely and certain deed of 16th January, 1906, ratified.**

**1.** Notwithstanding all the clauses to the contrary contained in the will of the late Félix Décarie, in his lifetime farmer and gardener of the parish of Notre Dame de Grâces, made on the 24th July, 1899, before Mtre. Joseph Alphonse Brunet and colleague, notaries, the deed of partition made before Mtre. Ernest R. Décary, notary, on the 16th January, 1906, between Joseph Noel Décarie, advocate, Antoine Victor Décarie, merchant, Félix Joseph Victor Décarie, trader, Bernadette Décarie, wife of Alphonse Décarie, farmer, all of the parish of Notre Dame de Grâces, Marie Décarie, wife of Alexandre Prud'homme, notary, of the town of Notre Dame des Neiges, Apolline Décarie, spinster, of the parish of Notre Dame de Grâces, all acting in their own names, the said Bernadette Décarie and Marie Decarie, duly authorized by their husbands and Dame Rose de Lima Hurtubise, of the said parish of Notre Dame de Grâces, widow of the late Félix Décarie, in his lifetime farmer of the same place, herein acting in her capacity of tutrix duly appointed to Ursule Décarie and Radegonde Décarie, both minor daughters, issue of the marriage of the said late Félix Décarie with the said Dame Hurtubise, by which they divide

among themselves the immoveable bearing the number 189 of the official plan and book of reference of the parish of Montreal, a copy whereof is reproduced in schedule B to this act, is ratified, confirmed and declared valid and binding, and the said Joseph Noel Décarie, Antoine Victor Décarie, Félix Joseph Victor Décarie, Bernadette Décarie, Marie Décarie, Apolline Décarie, Ursule Décarie, and Radegonde Décarie, shall in future be vested with all the rights of ownership conferred upon them by the will of their late father as regards the lots and portions of the said immoveable respectively allotted to them in the aforesaid partition; they may dispose of the same from the day of the sanction of this act, absolutely, by deed *inter vivos* or otherwise; may sell the same, receive the price thereof and give valid acquittance therefor, in a word they shall be absolute owners thereof.

**2.** The deed of renunciation of the enjoyment and usufruct of the property belonging to the succession of the said late Félix Décarie, under certain conditions therein stipulated by Dame Rose de Lima Hurtubise in favor of the heirs of the said succession, which was passed before Mtre. Ernest R. Décarie, notary, on the ninth day of the month of January, 1906, a copy whereof is also reproduced in schedule A to this act, is ratified, confirmed and declared valid and binding amongst all the parties thereto, and even as concerns the minor heirs in the succession of the said late Félix Décarie.

Deed of renunciation of 9th Jan., 1906, ratified.

**3.** The hypothecs effected and actually existing on the said immoveable No. 189 of the official plan and book of reference of the parish of Montreal, by and against the heirs of the said estate of Félix Décarie, shall be restricted to the lots given by the said partition to each of the said heirs who have consented to such obligations, with the exception of the lots reserved as streets, which shall be clear and free from all obligations whatsoever, from the date of the passing of this act.

Certain hypothecs to affect certain lots.

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

Coming into force.

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## SCHEDULE A

In the year one thousand nine hundred and six, on the ninth day of the month of January

BEFORE M<sup>RE</sup>. ERNEST R. DÉCARY, the undersigned notary, duly admitted for the Province of Quebec, residing and practising in the city and district of Montreal,

CAME AND APPEARED:

JOSEPH NOEL DÉCARIE, advocate, ANTOINE VICTOR DÉCARIE, merchant, FELIX JOSEPH VICTOR DÉCARIE, trader, BERNADETTE DÉCARIE, wife of Alphonse Décarie, farmer, all of the parish of Notre Dame de Grâce, MARIE DÉCARIE, wife of Alexandre Eustache Prud'homme, notary, of the town of Notre-Dame des Neiges, APOLLINE DÉCARIE, spinster, of the said parish of Notre Dame de Grâce, the said BERNADETTE DÉCARIE and MARIE DÉCARIE duly authorized by their husbands to the effect hereof and hereunto present.

*of the one part;*

AND

MADAME ROSE DE LIMA HURTUBISE, residing in the said parish of Notre Dame de Grâce, widow of the late Félix Décarie, in his lifetime farmer, of the said parish,

*of the other part.*

Which parties have declared to us:

That the parties of the first part intend to apply to the provincial Legislature at its next session to obtain the passing of an act authorizing the succession of the said late Félix Décarie to divide the property belonging thereto, and in order to facilitate the passing of the said act, the said Dame Hurtubise wishes to renounce the enjoyment and usufruct granted her upon such property in virtue of the terms of the will of the said late Félix Décarie, made before M<sup>re</sup>. J. A. Brunet, notary, on the twenty-fourth July, one thousand eight hundred and ninety-nine.

In consequence, these presents and the undersigned notary witness:

That the said Dame Hurtubise renounces by these presents the usufruct and all other rights she may have in and to the succession of the said late Félix Décarie, under the terms of the will

of the latter, aforesaid, and in favor of her eight children, issue of her marriage with the said late Félix Décarie, to wit between the parties of the first part and Ursule and Radégonde Décarie, both minors.

In consideration of such renouncing, each of the said children shall be bound and binds himself or herself by these presents to pay to the said Dame Hurtubise, their mother, an annual life rent of one hundred and fifty dollars each, for three years, making a total amount of twelve hundred dollars, at the end of such term, such rent shall be one hundred and eighty-seven dollars and fifty cents per annum, forming a total amount of fifteen hundred dollars for a term of three other years and, from and after such date until the death of the said Dame Hurtubise, they shall continue to pay such rent at the rate of two hundred and twenty-five dollars each per annum, making a total annual amount of eighteen hundred dollars, such rent shall be payable half-yearly and in advance, from and after the sanction of the said act.

In the event of the Legislature at its next session not granting the parties of the first part an act authorizing the immediate partition of the property composing the succession of the said late Félix Décarie and guaranteeing by hypothec on lot number one hundred and eighty-nine of the cadastral plan of the parish of Montreal belonging to the said succession, the payment of the aforesaid pension, including the payment of the proportion of the minors of such rent, these presents shall become *de jure* null and void, and the said Dame Hurtubise shall continue her enjoyment as if these presents had never been consented to; such enjoyment shall have force and effect only from and after the date of the sanction of such act of the provincial Legislature in the event of the said provincial Legislature deeming it advisable to grant the same.

The said Dame Hurtubise, nevertheless, expressly reserves during her life the enjoyment and usufruct of the house she occupies at present, as well as of the lot one hundred feet in width, by one hundred feet in depth on which the said house is erected, such ground forming part of said lot number one hundred and eighty-nine, together with its present furniture.

#### WHEREOF ACTE:

DONE AND PASSED, in the said city of Montreal, under the number two thousand nine hundred and twenty.

And these presents duly read, the parties have signed with the said notary, with the exception of Dame Délima Hurtubise, who declared she could not sign when thereunto requested, but made her usual mark of a cross in the presence of Miss Marie Louise

Rivest, spinster, of Montreal, the witness called upon and who signed with the said notary.

(Signed) J. N. DÉCARIE,  
 “ ANTOINE DÉCARIE,  
 “ FELIX J. V. DÉCARIE,  
 “ BERNADETTE DÉCARIE,  
 “ ALPH. E. DÉCARIE,  
 “ MARIE DÉCARIE,  
 “ A. E. PRUD'HOMME,  
 “ APOLLINE DÉCARIE,  
 “ <sup>her</sup>  
 DELIMA X HURTUBISE,  
 mark  
 “ MARIE LOUISE RIVEST,  
 “ E. R. DÉCARY, Notary.

True copy of the minutes of these presents remain of record in my office.

E. R. DÉCARY, Notary.

## SCHEDULE B

In the year one thousand nine hundred and six, on the sixteenth day of the month of January

BEFORE MTRE. ERNEST R. DÉCARY, the undersigned notary, duly admitted for the Province of Quebec, residing and practising in the city and district of Montreal,

CAME AND APPEARED:

JOSEPH NOEL DÉCARIE, advocate, ANTOINE VICTOR DÉCARIE, merchant, FELIX JOSEPH VICTOR DÉCARIE, trader, BERNADETTE DÉCARIE, wife of Alphonse Décarie, farmer, all of

the parish of Notre Dame de Grâces, MARIE DÉCARIE, wife of Alexandre Prud'homme, notary, of the town of Notre Dame des Neiges, APOLLINE DÉCARIE, spinster, of the parish of Notre Dame de Grâces, all acting in their own names, the said Bernadette Décarie and Marie Décarie, duly authorized hereto by their husbands to the effect hereto and DAME ROSE DE LIMA HURTUBISE, of the said parish of Notre Dame de Grâces, widow of the late Félix Décarie, in his lifetime, farmer, of the same place, acting herein in her quality of tutrix, duly appointed to Ursule Décarie and Radegonde Décarie, both minor daughters, issue of the marriage of the said late Félix Décarie with the said Dame Hurtubise,

Who declared :

That, by and in virtue of the will of the said late Félix Décarie, made before J. A. Brunet, notary, on the twenty-fourth of July, one thousand eight hundred and ninety-nine, and duly registered in the registry office for the counties of Hochelaga and Jacques-Cartier, the said late Félix Décarie bequeathed the enjoyment and usufruct of all his property to the said Rose de Lima Hurtubise, during her lifetime and so long as she remains a widow, and the ownership thereof he bequeathed to his children above-mentioned;

That, under the terms of the said will, the said Dame Hurtubise in her capacity as testamentary executrix was authorized to sell such property, provided the price derived therefrom be invested for and in the name of the succession of the said late Félix Décarie;

That, amongst the property forming part of the succession of the late Félix Décarie, is the immoveable known as number one hundred and eighty-nine (189), of the cadastral plan and book of reference of the municipality of the parish of Montreal;

That inasmuch as such immoveable, by its situation, is destined to be subdivided into building lots, it is to the advantage of the heirs of the said late Félix Décarie and even necessary for the purpose of effecting the sale of the said immoveable, that it be divided amongst the parties hereto;

That, in order to facilitate the partition, the said Dame Hurtubise renounced her enjoyment and usufruct in and to such immoveable, by deed of renunciation of enjoyment passed before the undersigned notary on the ninth day of January instant;

That the said parties have applied to the provincial Legislature to permit and ratify such partition;

Wherefore such parties have decided amongst themselves the partition of the said immoveable, and to that end have made up lots in the following manner:



*First lot.*—The first lot shall consist of the subdivisions two hundred and forty-eight, two hundred and forty-nine, two hundred and six, two hundred and seven, two hundred and twenty, two hundred and twenty-one, one hundred and ninety, one hundred and ninety-one, one hundred and fifty-seven, one hundred and fifty-eight, one hundred and fifty-nine, one hundred and sixty, two hundred and sixty-one, two hundred and sixty-two, two hundred and seventy-seven, two hundred and seventy-eight, two hundred and fifty-eight, two hundred and fifty-nine, two hundred and sixty, one hundred and fourteen, one hundred and seventy-five, fifty-four, fifty-three, seventy, seventy-five, seventy-six, one hundred and twenty-one, one hundred and twenty-two, one hundred and four, one hundred and three and sixty-five, the undivided half of lot number thirty-eight and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five, and two hundred and fifty-six, as indicated on plan of said lot one hundred and eighty-nine, prepared by F. C. Laberge, sworn land surveyor on the nineteenth day of May last, (1905), a copy of which plan remains annexed hereto, having been signed *ne varietur* by the parties and the notary.

*Second lot.*—The second lot consists of the subdivisions two hundred and fourteen, two hundred and fifteen, two hundred and forty-six, two hundred and forty-seven, two hundred and eighteen, two hundred and nineteen, one hundred and five, one hundred and six, one hundred and eighty-eight, one hundred and eighty-nine, one hundred and fifty-five, one hundred and fifty-six, one hundred and sixty-one, one hundred and sixty-two, two hundred and sixty-three, two hundred and sixty-four, two hundred and seventy-nine, two hundred and eighty, one hundred and thirty-seven, one hundred and thirty-eight, one hundred and thirty-nine, sixty-six, one hundred and seventy-six, fifty-one, fifty-two, eighty-three, eighty-four, ninety, one hundred and nineteen, one hundred and twenty, sixty-four, the undivided half of lot thirty-eight and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five, and two hundred and fifty-six, indicated on the said plan of the said lot one hundred and eighty-nine.

*Third lot.*—The third lot consists of subdivisions two hundred and forty-four, two hundred and forty-five, two hundred and twelve, two hundred and thirteen, two hundred and twenty-two, two hundred and twenty-three, one hundred and eighty-six, one hundred and eighty-seven, one hundred and fifty-three, one hundred and fifty-four, one hundred and sixty-three, one hundred and sixty-four, two hundred and sixty-five, two hundred and seventy, two hundred and eighty-one, two hundred and eighty-two, one hundred and eleven, one hundred and twelve, one hundred and ten, sixty-one, two hundred and

fifty-two, fifty, forty-nine, eighty-one, eighty-two, one hundred and one, one hundred and two, one hundred and seventeen, one hundred and eighteen, sixty-nine, sixty-three, the undivided half of lot thirty-seven and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five, and two hundred and fifty-six, as indicated on the said plan of lot one hundred and eighty-nine.

*Fourth lot.*—The fourth lot consists of subdivisions two hundred and forty-two, two hundred and forty-three, two hundred and ten, two hundred and eleven, two hundred and twenty-four, two hundred and twenty-five, one hundred and ninety-two, one hundred and ninety-three, one hundred and fifty-one, one hundred and fifty-two, one hundred and sixty-five, one hundred and sixty-six, two hundred and ninety-two, two hundred and sixty-eight, two hundred and eighty-three, two hundred and eighty-four, one hundred and eighty-four, one hundred and eighty-five, one hundred and eighty-three, thirty-four, two hundred and fifty-four, forty-eight, forty-seven, seventy-nine, eighty, ninety-nine, one hundred, eighty-nine, one hundred and twenty-three, one hundred and twenty-four, sixty-two, the undivided half of lot thirty-seven, and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five and two hundred and fifty-six, as indicated on the said subdivision plan of lot one hundred and eighty-nine.

*Fifth lot.*—The fifth lot consists of subdivisions two hundred and forty, two hundred and forty-one, two hundred and eight, two hundred and nine, two hundred and twenty-six, two hundred and twenty-seven, one hundred and ninety-four, one hundred and ninety-five, one hundred and forty-nine, one hundred and fifty, one hundred and sixty-seven, one hundred and sixty-eight, two hundred and fifty, eighty-seven, two hundred and seventy, two hundred and eighty-five, two hundred and eighty-six, one hundred and seven, one hundred and eight, one hundred and nine, two hundred and ninety-three, two hundred and ninety-four, forty-six, forty-five, seventy-seven, seventy-eight, ninety-seven, ninety-eight, one hundred and twenty-five, one hundred and twenty-six, one hundred and hundred and eighty-two, the undivided half of lot thirty-six and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five, and two hundred and fifty-six, as indicated on the said subdivision plan of lot one hundred and eighty-nine.

■ *Sixth lot.*—The sixth lot consists of subdivisions two hundred and thirty-nine, two hundred and thirty-eight, two hundred and sixteen, two hundred and seventeen, eighty-five, eighty-six, two hundred and twenty-eight, two hundred and twenty-nine, one hundred and ninety-six, one hundred and ninety-seven, one hun-

dred and forty-seven, one hundred and forty-eight, one hundred and sixty-nine, one hundred and seventy, two hundred and seventy-one, two hundred and seventy-two, two hundred and eighty-seven, two hundred and eighty-eight, one hundred and seventy-nine, one hundred and eighty, one hundred and eighty-one, two hundred and fifty-one, one hundred and sixteen, forty-four, forty-three, ninety five, ninety-six, eighty-eight, one hundred and twenty-seven, one hundred and twenty-eight, fifty-six, the undivided half of lot thirty-six, and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five, and two hundred and fifty-six, as indicated on the said subdivision plan of lot one hundred and eighty-nine.

*Seventh lot.*—The seventh lot consists of subdivisions two hundred and thirty-seven, two hundred and thirty-six, two hundred and four, two hundred and five, two hundred and thirty, two hundred and thirty-one, one hundred and ninety-eight, one hundred and ninety-nine, one hundred and forty-five, one hundred and forty-six, one hundred and seventy-three, one hundred and seventy-four, fifty-seven, two hundred and seventy-three, two hundred and seventy-four, two hundred and eighty-nine, two hundred and ninety-one, fifty-eight, fifty-nine, one hundred and seventy-seven, one hundred and fifteen, forty-two, forty-one, seventy-three, seventy-four, ninety-three, ninety-four, sixty-seven, one hundred and twenty-nine, one hundred and thirty, fifty-five, the undivided half of lot thirty-five, and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five, and two hundred and fifty-six, as indicated on the said subdivision plan of lot number one hundred and eighty-nine.

*Eighth lot.*—The eighth lot consists of subdivisions two hundred and thirty-four, two hundred and thirty-five, two hundred and two, two hundred and three, two hundred and thirty-two, two hundred and thirty-three, two hundred, two hundred and one, one hundred and forty-four, one hundred and forty-three, two hundred and seventy-five, two hundred and seventy-six, one hundred and forty-one, one hundred and forty-two, one hundred and forty, two hundred and ninety, two hundred and fifty-three, forty, thirty-nine, seventy-one, seventy-two, ninety-one, ninety-two, one hundred and seventy-one, one hundred and seventy-two, two hundred and sixty-seven, two hundred and sixty-nine, sixty-eight, one hundred and thirty-one, one hundred and thirty-two, one hundred and thirty-six, one hundred and thirty-five, the undivided half of lot number thirty-five and the undivided eighth of lots one hundred and thirty-three, one hundred and thirty-four, two hundred and fifty-five, and two hundred and fifty-six, as indicated on the said subdivision plan of lot number one hundred and eighty-nine.

## CHARGES AND CONDITIONS

The present partition is made subject to the following charges and conditions:

1. The co-partitioners shall take the property allotted them by drawing lots in their present condition.

2. They shall separately pay the taxes and assessments of all kinds from the day of the ratification of these presents by the provincial Legislature.

3. The streets shown on said subdivision plan and designated under the numbers thirty-one, sixty, one hundred and thirteen, one hundred and seventy-eight, and two hundred and fifty-seven shall belong undividedly to the co-partitioners until they are transferred to the municipality, and shall remain open for the use of all the lots of the subdivision shown on the said plan.

4. The co-partitioners, their assigns and representatives shall build on the lots respectively allotted to them, except at a distance of fifteen feet from the streets, and all the houses so erected shall be two stories high, of stone or solid brick and the streets shall be macadamized on a width of twenty-six feet, the remainder of each side shall be in turf, and they shall build neither hotels, flat or apartment houses, convents or colleges thereon.

5. The streets indicated on such portion of the said lot one hundred and eighty-nine, extending from Sherbrooke street to Côte St. Antoine shall be opened only at the request of the majority of the co-partitioners; all the streets shall be kept at common expense between the co-partitioners, until they are transferred to the municipality.

## COMPENSATION

Owing to the lots being equal, the present partition is made without compensation.

## DRAWING OF LOTS

The lots being so made up, the parties wrote on eight pieces of paper, of similar shape, the words: first lot, second lot, third lot, fourth lot, fifth lot, sixth lot, seventh lot and eighth lot. These papers, being folded up in the same manner, were placed in a hat by the undersigned notary, and Radegonde Décarie, one of the co-partitioners, with their consent drew from the hat each of such papers, and handed one to each of the co-partitioners.

By means of such drawing of lots, the first lot fell to the said Radegonde Décarie, the second to the said Marie Décarie, the third to the said Bernadette Décarie, the fourth to the said An-

toine Victor Décarie, the fifth to the said Joseph Noel Décarie, the sixth to the said Félix Joseph Victor Décarie, the seventh to the said Apolline Décarie, and the eighth to the said Ursule Décarie.

#### ABANDONMENT

The parties acquiescing in such drawing of lots, mutually abandoned the lot falling to each of them under the usual warranty between co-partitioners, which they respectively accept, and they shall be the owners and shall enjoy separately the immoveable allotted to each of them, and shall pay all charges thereon from and after this day.

With regard to lots thirty-two and thirty-three of the said subdivision plan of lot one hundred and eighty-nine, they shall remain the undivided property of the said Bernadette Décarie, Appolline Décarie, Marie Décarie, Ursule Décarie and Radegonde Décarie, including the buildings thereon erected in payment of the sum of two thousand dollars, which the latter were authorized to take in the succession of the said late Félix Décarie, in order to place them on the same footing as the said J. N. Décarie, A. V. Décarie, F. J. V. Décarie, who had received from the said late Félix Décarie in his lifetime, each an equal sum of two thousand dollars; the said J. N. Décarie, A. V. Décarie and F. J. V. Décarie transferring to the said Bernadette Décarie, Marie Décarie, Appolline Décarie, Ursule Décarie and Radegonde Décarie, accepting as aforesaid, all their rights in and to the said two lots of land and the buildings thereon erected in order to make them equal in the partition of the said succession.

And, by these same presents, the parties hypothecate in favor of the said Dame De Lima Hurtubise, hereof accepting, the lots allotted to them by the present partition, each to their respective share in the life rent they have undertaken to pay to the said Dame Rose de Lima Hurtubise, during her lifetime under the terms of the deed of renunciation of enjoyment hereinabove firstly cited.

Moreover, the co-partitioners whose rights in and to the said lot one hundred and eighty-nine have been hypothecated, undertake, within the thirty days following the ratification of the present partition by the provincial Legislature, to remove and have such hypothecs as may then and there exist upon their respective shares, cancelled, as regards the lots allotted to the other co-partitioners.

#### TO THESE PRESENTS INTERVENED:

ULYSSE CHOPIN, civil engineer, residing in the city of Montreal, the purchaser named and described in a certain deed of sale, with right of redemption, consented in his favor as regards their shares in the said lot one hundred and eighty-nine, by the

said Antoine V. Décarie and Félix J. V. Décarie, by deed of sale with right of redemption, passed before Beaudoin, notary, on the twenty-fourth of July last (1905), duly registered in the registry office for the counties of Hochelaga and Jacques-Cartier;

Who, after having taken communication of these presents, approves the same and all they contain and consents that the rights accruing to him in the deed of sale aforesaid shall affect only the lots given to the said Antoine V. Décarie and Félix J. V. Décarie under the present partition.

WHEREOF ACTE:

DONE AND PASSED, at Montreal aforesaid, under the number two thousand nine hundred and thirty-five.

And these presents being duly read, the parties have signed with the said notary, with the exception of the said Dame Rose de Lima Hurtubise, who declared she could not sign when thereunto requested, but made her usual mark, a cross, in the presence of Octave Savage, farm labourer, residing at the said place Coteau St. Pierre, who also signed with the said notary.

(Signed) JOS NOEL DÉCARIE,  
 " ANTOINE DÉCARIE,  
 " FELIX J. V. DÉCARIE,  
 " BERNADETTE DÉCARIE,  
 " ALPH. E. DÉCARIE,  
 " MARIE DECARIE,  
 " A. E. PRUD'HOMME,  
 " APOLLINE DECARIE,  
 " <sup>her</sup> DELIMA X HURTUBISE,  
 " <sup>mark</sup> OCTAVE SAVAGE,  
 " ULY. LS. CHOPIN,  
 " E. R. DÉCARY, Notary.

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

E. R. DÉCARY, Notary.