

gislature, or any part thereof for this land, as provided in said Act of the Legislature.

The plaintiff claims in his attack against this report or recommendation of the commissioners and its adoption by the city and his demand that the city be restrained from acting thereunder as being null and *non avenues*:

10. As far as the option given by Pierre Parent is concerned that it was null, he not being the proprietor of the land and the city having been protested by three among the joint proprietors who repudiated the option, as also a protest and repudiation from Pierre Parent himself;

20. As to the other options, by their terms, they had expired on the 4th June, 1911, without any action having been taken thereon, or any *mise-en-demeure* either by or against the city to acquire said land, the Legislature having enacted that the city should widen the two streets in question within one year and should acquire the necessary land at the price of \$13,000., according to the options, said year having expired on the 4th June, 1911, and said options, by their terms, being only open until said last named date;

30. That the legislation above referred to forms an indivisible whole and cannot be executed in part, nor for one only of the streets mentioned, and has become impossible of execution and *caduque* and void, and can no longer bind the city.

In other words, his contention is, that for a portion of the land required for the widening in question, and covered by the legislation, namely, that portion referred to in Pierre Parent's option, there never existed any valid option, that option being a nullity; that being a nullity, it destroyed the effect of the legislation, which could