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No. 84.

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4th Session, 8th Parliament, 62 Victoria, 1899

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BILL.

An Act respecting the Quebec, Montmorency and Charlevoix Railway Company, and to change its name to the Quebec Railway Light and Power Company.

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First reading, April 26, 1899.

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(PRIVATE BILL.)

Mr. CARROLL.

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OTTAWA

Printed by S. F. DAWSON

Printer to the Queen's most Excellent Majesty

1899

An Act respecting the Quebec, Montmorency and Charlevoix Railway Company, and to change its name to the Quebec Railway Light and Power Company.

**WHEREAS** the Quebec, Montmorency and Charlevoix Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** The name of the Quebec, Montmorency and Charlevoix Railway Company, hereinafter called "the Company," is hereby changed to "The Quebec Railway, Light and Power Company;" but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.
- 2.** Section 9 of chapter 59 of the statutes of 1895 is hereby repealed, and the following is substituted therefor:—
- "9.** The Company may, for the purposes aforesaid,—
- (a.) manufacture, furnish, use and sell or lease in the city and district of Quebec, light, heat and motive power, generated from electricity, and construct, acquire, work and carry on any lines of wires, tubes or other apparatus for conducting electricity between any points in the said district, either by land or water;
- (b.) acquire lands, water powers and water courses, and erect, use and manage works, machinery and plant for the generation, transmission and distribution of electrical power and energy;
- (c.) build power houses and stations for the development of electrical force and energy, and acquire the factories or stations of other like companies, or lease their works, equipments, appurtenances and power;
- (d.) acquire any exclusive rights in letters patent, franchises or patent rights for the purposes of the works and undertakings hereby authorized, and again dispose of such rights.
- 3.** The Company may carry on the business and undertaking acquired by it from the Montmorency Electric Power Company in the same manner and to the same effect as the said

Preamble.

Name changed.

Existing rights not affected.

1895, c. 59, s. 9 amended.

Business of Company.  
Electricity.

Lands, power, etc.

Power houses.

Works, etc.

Patent rights.

Power to acquire another company.

business and undertaking was carried on by the said Montmorency Electric Power Company; and the franchise, powers and privileges heretofore enjoyed by the said Montmorency Electric Power Company, in virtue of its charter, shall for the future be exercised and enjoyed by the Company. 5

Dams and water courses.

4. The Company may, for the purpose of utilizing water powers and water courses acquired by it, construct all necessary dams, locks and other constructions, either on the banks or in the beds of streams, and for such purpose may enter upon and survey lots adjoining or close to any water powers or water courses; provided that no such works shall interfere with navigation, or with the public right of using any stream. 10

Proviso.

Damages.

5. The Company shall be responsible for all damage caused by the exercise of the powers conferred by the last preceding section, and, in the event of dispute, the damages shall be ascertained in the manner provided by chapter 38 of the statutes of 1890, of Quebec. 15

Que., 1890, c. 38.

1895, c. 59, s. 10, s-s 4 amended.

6. Subsection 4 of section 10 of chapter 59 of the statutes of 1895 is hereby repealed, and the following is substituted therefor:— 20

Consent of municipalities.

“4. The powers hereby granted shall not be exercised upon any of the streets of the city of Quebec until the Company has obtained the consent of the city council, and the Company shall not lay out, construct or operate any railroad, by whatever power operated, over any of the roads under the control of the Quebec North Shore Turnpike Trust, nor along any roads belonging to the municipality, without having first obtained the consent of the trustees of the Quebec North Shore Turnpike Trust, or the municipality to which the roads so made use of belong; provided, however, that the Company may cross such roads in the manner provided by *The Railway Act* without such consent.” 25 30

Subsection added.

7. Section 10 of the said Act is hereby amended by adding thereto the following subsection:—

Railway in Levis County.

“5. The Company may lay out, construct and operate, with single or double tracks, by means of electricity, or other mechanical or approved motive power, force or energy, except steam, lines of railway from some point in or near the town of Levis, in the county of Levis, passing through the parishes of St. Romuald, St. Nicholas, St. Anthony, St. Croix, Lotbinière, St. Edouard, St. Flavien, St. Agathe, St. Sylvestre, St. Elzéar, Ste. Marie, Ste. Marguerite, Ste. Claire, St. Lazare, St. Raphaël, St. Valier, St. Michel, Beaumont and St. Joseph. 35 40

S. 12, s-s 4 amended.

8. Subsection 4 of section 12 of the said Act is hereby repealed, and the following is substituted therefor:— 45

Existing telephone lines.

“4. The telephone powers and privileges conferred by this Act shall not be exercised within the limits of any municipality which is provided with a telephone service at the time of the passing of this Act, save and except for the purposes of the said undertaking.” 50

9. Section 15 of the said Act is hereby amended by adding thereto the following subsection :—

Section 15 amended.

“6. The Company may acquire the franchise, property, works, plant, equipment and rights of any gas or lighting Company, and thereafter may manufacture gas and other products of coal, and distribute the same, and after such purchase the Company shall enjoy all the rights and privileges, and be subject to the obligations contained in the charter of such Company.”

Power to acquire gas and lighting companies.

10 10. The Company may, within the district of Quebec, lay down, construct, erect and maintain lines of wires, tubes or other apparatus, for conducting electricity along the sides of, underneath and across any public highways, bridges or water-courses, without doing any unnecessary damage, and taking  
15 care, as far as may be, to preserve a free and uninterrupted passage through the said highways, bridges or watercourses.

Wires, etc., for electricity.

11. The acquisition of the Quebec District Railway by the Company, the deed passed for that purpose before Campbell, notary public, the twenty-ninth day of June, one thousand  
20 eight hundred and ninety-eight, [set out in schedule A to this Act,] and the issue of one million five hundred thousand dollars of bonds and twenty thousand shares of stock fully paid up to pay for the said railway and liquidate the Company's debts are hereby ratified and confirmed and declared to be  
25 valid and binding.

Quebec District Railway.

Agreement and bonds confirmed.

12. The acquisition of the Montmorency Electric Power Company's property by the Company, the deed passed for that purpose before Meredith, notary public, the fifteenth day  
of September, one thousand eight hundred and ninety-eight,  
30 [set out in schedule B to this Act] and the issue of one million dollars of bonds and five thousand shares of stock fully paid up, for that purpose, are hereby ratified and confirmed and declared to be valid and binding.

Montmorency Company.

Agreement and bonds confirmed.

# SCHEDULES

- Referred to in Bill No. 84 respecting the Quebec, Montmorency and Charlevoix Railway Company.

## SCHEDULE A.

On this day, the twenty-ninth of June, in the year one thousand eight hundred and ninety-eight,

Before me, the undersigned William Noble Campbell, Notary Public for the Province of Quebec in Canada, residing in the City of Quebec,

Personally came and appeared the Quebec District Railway Company, a body corporate and politic, having its principal place of business in the said City of Quebec, herein represented by Andrew Thomson and E. Elliot Webb, both of the said City of Quebec, Bankers, the President and the Director respectively of the said Company, duly authorised for the effect hereof under a resolution adopted at a meeting of the Directors of the said Company, duly held on the seventeenth day of June instant (1898) copy of which Resolution is hereunto annexed, of the first part,

And the Quebec, Montmorency and Charlevoix Railway Company, a body corporate and politic, having its principal place of business in the said City of Quebec, herein represented by Horace Jansen Beemer, of the City of Montreal, the President, and Ernest Frederick Wurtele, of the said City of Quebec, the Secretary Treasurer of the said Company, duly authorized for the effect hereof under a Resolution adopted at a meeting of the Directors of the said Company duly held on the twenty-ninth day of June instant (1898) copy of which Resolution is hereunto annexed, of the second part.

Which said Quebec District Railway Company (hereinafter styled the vendor) did and doth hereby sell, convey and make over with warranty against all incumbrances and debts whatsoever unto the said Quebec, Montmorency and Charlevoix Railway Company (hereinafter styled the purchaser) accepting thereof as aforesaid, that is to say:—

All and every the property, real and personal, moveable and immoveable, of what kind or nature soever, belonging to and forming the assets of the said Company the vendor, including real estate, rails, sidings, branches and lines, together with all and singular the rights of way, road beds and all tracks, and all structures and buildings whatsoever, and all motor and other cars and all other rolling stock and equipment whatsoever and all machinery, tools and implements, supplies and materials and also all revenues, profits and sums of money arising or to arise from the use of the railway belonging to the said Company the vendor and hereby sold, and also all rights, powers, immunities and exemptions, plant, appurtenances, privileges and franchises of every kind, rights and claims against all individuals, parties and corporations by virtue of Deeds, Agreements, Instruments in writing or otherwise, and generally everything belonging to the said Company the vendor and used for the purposes of its railway and operations and in any way connected therewith, also the beneficial interest of any kind the said Company the vendor hath or may have in all contracts whatsoever the whole without any reserve whatsoever on the part of the said Company the vendor.

To have, hold, use and enjoy the premises hereby bargained and sold, as hereinbefore set forth and as hereinafter more particularly described unto the said Company the purchaser, to its own proper use and benefit, with possession thereof from this day.

And for the purposes of registration of these presents in part or in whole, the immoveable properties belonging to the said Company the vendor and hereby sold and conveyed may be more particularly described as follows :

1. All and every the unsubdivided portion of the lot known and designated upon the Cadastral plan and in the book of reference thereto for St. John's Ward of the said City of Quebec under the number three thousand seven hundred and fifty-five (3,755).

2. Subdivision number five of said lot number three thousand seven hundred and fifty-five (3,755-5) upon said Cadastral plan and book of reference.

3. Subdivision number thirty-six of said lot number three thousand seven hundred and fifty-five (3,755-36) upon said Cadastral plan and book of reference.

4. Subdivision number six of said lot number three thousand seven hundred and fifty-five and subdivision number thirty-five of the same lot (3,755-6 and 3,755-35) upon said Cadastral plan and book of reference.

Together with the car shed, offices and buildings on the said lots of land erected and being, circumstances and dependencies.

It is hereby declared and agreed that the premises hereby sold and conveyed shall include all and every the rights, claims, privileges, franchises and beneficial interests of every kind belonging to the said Company the vendor under and by virtue of the following Agreements, Contracts and Instruments or Writings, that is to say :

1. That certain Deed of Agreement entered into by the said Company the purchaser with the City of Quebec, bearing date at Quebec the Seventeenth of July, eighteen hundred and ninety-five, executed before Mtre. Joseph Allaire, Notary, under the number 6759 of his original deeds and the modification thereof under and by virtue of the three following deeds, to wit, Those certain Deeds bearing date at Quebec the Thirteenth of September, eighteen hundred and ninety-five, the Ninth of July, eighteen hundred and ninety-six and the Twenty-second of October, eighteen hundred and ninety-six respectively, executed before said Allaire, Notary, under the numbers 6778, 7220 and 7291 of his original deeds respectively, the said Company the purchaser having vested the said Company the vendor in all the right, title and interest of the former under and by virtue of the said Deeds as hereafter set forth.

2. That certain Deed of Agreement entered into by the said Company the vendor, the said Company the purchaser, the Montmorency Electric Power Company and the City of Quebec and bearing date at Quebec the Twenty-third of said month of October (1896), executed before said Allaire, Notary, under the number 7293 of his original Deeds, whereby the said Company the purchaser for and in consideration of the various covenants and stipulations in the said deed set forth and contained, sold, conveyed and transferred to the said Company the vendor accepting thereof, all and singular that por-

tion of their franchise duly acquired by law for the purpose of constructing and operating an electric railway in the City of Quebec and upon the St. Foye road outside the city limits together with all the right, title and interest of the said Railway Company, the purchaser in and to the four several Agreements entered into between them and the City of Quebec for the construction of the said electric road hereinafter specially referred to, the said Company the purchaser therein specially agreeing that, subject always to the terms and conditions set forth in the said deed the said Company the vendor should be and remain fully vested in all their rights in the premises.

3. That certain Deed of Sale by the Quebec Street Railway Company of its franchises and other things to and in favour of the said Company the vendor bearing date at Quebec the tenth of June last (1897) and executed before Mtre. J. A. Charlebois, Notary, under the number 5497 of his original deeds.

4. That certain Deed of Agreement between the City of Quebec and the said Company the vendor bearing date at Quebec the twenty-fifth of September last (1897) and executed before said Allaire, Notary, under the number 7717 of his original deeds.

5. That certain Deed of Agreement between the City of Quebec and the said Company the vendor bearing date at Quebec the twenty-sixth of October last (1897) and executed before said Allaire, Notary, under the number 7738 of his original deeds.

6. That certain Deed of Agreement between the said Company the vendor and Messrs. Proteau and Carignan, bearing date at Quebec the Eighteenth of October last (1897) and executed before said Charlebois, Notary, under the number 5561 of his original deeds.

7. That certain Agreement between the Municipality of Notre Dame de Quebec and said Company the vendor, bearing date at Quebec the twenty-fifth of February eighteen hundred and ninety-seven, executed before me the undersigned Notary under the number 3526 of my original deeds.

8. That certain Deed of Sale of Franchise by the St. John Street Railway Company unto the said Company the vendor bearing date at Quebec the seventeenth of May eighteen hundred and ninety-seven and executed before me the undersigned Notary under the number 3560 of my original deeds.

9. That certain Deed of Agreement between the Quebec Curling Club and the said Company the vendor bearing date at Quebec the ninth of October last (1897) and executed before me the undersigned Notary under the number 3719 of my original deeds.

10. That certain Agreement between the Canadian Pacific Railway Company and the said Company the vendor for crossing on Dalhousie and St. André Streets, executed *sous seing privé* and bearing date the twentieth of May eighteen hundred and ninety-seven.

11. That certain Contract for the conveyance of Her Majesty's Letter Carriers executed *sous seing privé* and bearing date the twenty-seventh of April last (1898).

The said Company the vendor declares that the above described immoveable property and real estate belong to it under and by virtue of the following deeds :



1. That certain Deed of Sale and Conveyance by the St. John Street Railway Company unto the said Company the vendor bearing date at Quebec the second of February eighteen hundred and ninety-seven and executed before me the undersigned Notary under the number 3517 of my original deeds.

2. That certain Deed of Sale by Mr. S. D. Poulin unto the said Company the vendor, bearing date at Quebec the tenth of April eighteen hundred and ninety seven and executed before Mtre. C A. Lafrance, Notary, under the number 1148 of his original deeds.

3. That certain Deed of Sale by "La Communauté de Religieuses de l'Hôtel-Dieu de Québec" unto the said Company the vendor bearing date at Quebec the tenth of April eighteen hundred and ninety-seven. and executed before Mtre. Cyprien Labreque, Notary, under the number 7485 of his original deeds.

4. That certain Deed of Sale by Dame Alice Dowling, widow of the late James Myler unto the said Company the vendor, bearing date at Quebec the First of September, eighteen hundred and ninety-seven and executed before Mtre. J. A. Charlebois, Notary, under the number 5532 of his original deeds.

The present Sale is made subject to all rights, rents, dues and charges for which the said property is or may be liable.

The present Sale is also made for and in consideration of the price or sum of five hundred and fifty-one thousand five hundred and sixty-seven dollars and eight cents (\$551,567.08), the receipt of which the said Company the vendor doth hereby acknowledge at and before the execution of these presents, whereof General and Final Discharge.

And for the effect of the present Sale, Conveyance, Transfer and Assignment the said Company the vendor doth hereby put, substitute and subrogate the said Company the purchaser in the place and stead of it the said Company the vendor and in all its rights, title, claim, interest and demand, privileges and hypothecs for and respecting the premises and did and doth hereby constitute and appoint the said Company the purchaser to be its true and lawful attorney irrevocable, with full power and authority to use the name of the said Company the vendor, but at the cost, risk and expense of the said Company the purchaser, and to ask, demand, sue for, recover and receive from all and every person or persons, corporations, companies and institutions, the premises hereby assigned and all matters and things connected therewith and dependent thereon, and to transact, compound, acquit, release and discharge for and respecting the same. And generally all the matters and things whatsoever necessary to do and perform as fully and amply to all intents and purposes as the said Company the vendor might or could do if personally present, hereby ratifying, allowing and confirming and agreeing to ratify, allow and confirm all and whatsoever the said Company the purchaser shall lawfully do or cause to be done by virtue hereof.

And it is agreed by and between the parties hereto that the said Company the vendor shall and will from time to time and at all times hereafter at the request of the said Company the purchaser, make, do and execute every such further and other reasonable act, deed or deeds as may be necessary for the

further and better and more effectually conveying, assigning and assuring unto the said Company the purchaser the premises hereby sold, assigned and transferred.

Thus done and passed at the said City of Quebec in the office of me the said Notary under the number Three thousand eight hundred and fifty.

In witness whereof the said parties have signed these presents with me the said Notary, the same being first duly read according to law.

A. THOMSON,  
*President.*  
E. E. WEBB,  
*Director Quebec District Ry. Co.*  
H. J. BEEMER,  
*President.*  
ERNEST F. WURTELE,  
*Secretary-Treasurer Quebec,  
Montmorency and Charle-  
voix Ry. Co.*  
W. NOBLE CAMPBELL,  
*Notary Public.*

Moved by E. W. Methot,  
Seconded by Hon. Judge Chauveau,  
Resolved,

That Mr. Andrew Thomson, President, and Mr. E. E. Webb be authorized and full and complete powers are hereby given to them to take such measures and to sign and execute such deed or deeds on behalf of this Company as may be necessary to convey and transfer to the Quebec, Montmorency and Charlevoix Railway Company all their property, rights and franchises as fully as the Board of Directors were themselves authorized so to do, by Resolution passed at a Meeting of the shareholders held on the Twelfth day of May, 1898, and they are hereby specially empowered to execute the draft deed of trust between the Quebec District Railway Company, of the first part, the Quebec, Montmorency and Charlevoix Railway Company, of the second part, and themselves, the said Messrs. Thomson and Webb, acting as Trustees therein, parties of the third part, the said deed now submitted and identified by the President Secretary.

Certified to be a true Extract from the Minutes of a meeting of the Board of Directors of the Quebec District Railway Company held at Quebec on the Seventeenth day of June, 1898.

J. R. H. WHITE,  
*Sec.-Treas. Q. D. Ry. Co.*

This is the copy of the Resolution of the Quebec District Railway Company referred to in the deed of sale and conveyance to which the present is annexed, dated at Quebec this twenty-ninth day of June, one thousand eight hundred and ninety-eight.

A. THOMSON,  
E. E. WEBB,  
A. J. BEEMER,  
ERNEST F. WURTELE,  
W. NOBLE CAMPBELL,  
*Notary Public.*

Extract from the proceedings of a Meeting of the Directors of the Quebec, Montmorency and Charlevoix Railway Company held in the City of Quebec on Wednesday the 29th day of June, 1898, at 2 p.m.

The Draft Deed transferring the Quebec District Railway Company to the Quebec, Montmorency and Charlevoix Railway Company was laid before the Board.

Moved by Mr. J. T. Ross,

Seconded by Mr. T. A. Piddington,

That the President and Secretary-treasurer of the Company be and they are hereby authorized to sign and execute the same and do such further acts as may be necessary in the premises.—Carried.

Certified correct.

ERNEST F. WURTELE,  
*Secretary-Treasurer.*

This is the copy of the resolution of the Quebec, Montmorency and Charlevoix Railway Company, referred to in the deed of sale and conveyance to which the present is annexed, dated at Quebec this twenty-ninth day of June, one thousand eight and ninety-eight.

A. THOMSON,  
E. E. WEBB,  
H. J. BEEMER,  
ERNEST F. WURTELE,  
W. NOBLE CAMPBELL,  
*Notary Public.*

## SCHEDULE B.

Before me, Edward Graves Meredith, the undersigned Notary Public for the Province of Quebec in the Dominion of Canada, residing at the City of Quebec in the said province, came and appeared :—

The Montmorency Electric Power Company, a body politic duly incorporated by an Act of the Legislature of the Province of Quebec passed in the forty-fourth and forty-fifth year of Her Majesty's reign, amended by an Act of the said Legislature passed in the fifty-sixth year of Her Majesty's reign, and having its head office in the said City of Quebec, hereto represented by Henry Turner Machin of the said City of Quebec, the vice-president of the said Company, duly authorized for the purposes hereof under and in virtue of a resolution passed at a meeting of the directors of the said Company held at the said City of Quebec on the fourteenth day of September [1898] a copy of which said resolution is hereto annexed marked "A" and signed by the parties hereto and by me the said Notary for identification.

Party of the first Part—hereinafter sometimes called the Vendor.

And the Quebec, Montmorency and Charlevoix Railway Company, a body politic duly incorporated by an Act of the Legislature of the Province of Quebec, forty-four and forty-five Victoria and amendments, and declared to be a body politic and corporate within the legislative authority of the Parliament of Canada by a certain Act fifty-eight and fifty-nine Victoria, Chapter 59, hereto represented by Horace Jansen Beemer of the City of Montreal, the president of the said Company, and Ernest Frederick Wurtele of the said City of Quebec, the Secretary treasurer of the said Company, duly authorized for the purposes hereof by a resolution passed at a meeting of the directors of the said Company held at the City of Quebec on the twelfth day of September instant [1898] a copy of which said resolution is hereto annexed marked "B" and signed by the said parties and by me the said Notary for identification.

Party hereto of the second Part—hereinafter sometimes called the Purchasers.

Which said parties have declared, covenanted and agreed together in the manner following, that is to say :—

Whereas the said Quebec, Montmorency and Charlevoix Railway Company by the said Statute 58 and 59 Victoria, Canada, Chap. 59, is authorized to acquire lands and erect, use and manage works, machinery and plant for the generation, transmission and distribution of electric power and energy and build and maintain power houses and stations for the development of electrical force and energy, and buy or lease the factories or stations of other like companies or lease their works, equipments and appurtenances, and also to purchase or lease the works, buildings, plant and machinery of the said Montmorency Electric Power Company provided that such purchase has been first sanctioned by two thirds of the votes at a general meeting of the shareholders 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 in person

or represented by proxy, and that such purchase has also secured the approval of the Governor in Council.

And whereas it is enacted by the Act 58 & 59 Vic., Chap. 59 as amended by the Act of the Parliament of Canada 60-61 Vic., Chap. 59 as follows: "The Company may make and issue in the manner provided by and subject to the provisions of *The Railway Act*, Bonds not exceeding in the whole thirty thousand dollars per mile of single track of its railway, extensions, branches, and sidings, constructed or under contract to be constructed, and may secure such bonds in the manner provided by *The Railway Act*" the said amendment by the said Act 60-61 Vic., Chap. 59, section 2, being as follows: "Provided that in the event of the Company acquiring the property of the Montmorency Electric Power Company, as provided for in subsection three of section fifteen of this Act the Company make and issue bonds, debentures or other securities to an amount not exceeding four million dollars, made up of the following, that is to say: an issue at the said mileage rate for at least seventy-five miles of the portions of its railway described in section twenty-three of this Act then constructed or under contract to be constructed, and the balance of the said issue of four million dollars to be in respect of the purchase of the property of the said Power Company and of the development and improvement thereof and of the other property of the Company."

And whereas the Quebec, Montmorency and Charlevoix Railway Company has issued Bonds secured upon the mileage of its railway to an amount of one million five hundred thousand dollars.

Whereas the said Quebec, Montmorency and Charlevoix Railway Company did on the eleventh of June last, [1898], before W. N. Campbell, Notary Public at Quebec, execute a Deed of Trust and Mortgage in favour of The Montreal Trust and Deposit Company whereby all the property of the said Quebec, Montmorency and Charlevoix Railway Company was conveyed to the said Montreal Trust and Deposit Company, to secure the payment of the bonds so issued, in principal and interest.

Whereas it was stipulated by the said Deed of Trust and Mortgage as follows in section 38 of said Deed: "Any provision in this Deed to the contrary notwithstanding the Railway Company shall be entitled to issue gold mortgage Bonds of similar tenor to those hereinbefore set forth, affecting *pari-passu* with them all the mortgaged premises in the event "only and to the extent only hereinafter set forth."

"1. In the event of the Railway Company acquiring, as entitled under its Charter the franchise and property of the Montmorency Electric Power Company, it may issue bonds "to an amount not exceeding two thirds of the actual purchase price or of the reasonable value of such property, which ever "may be lowest."

Whereas the said Montmorency Electric Power Company by the said Act 44-45 Vic., Chap. 71, is empowered to sell or otherwise dispose of its business, property or undertaking or any part thereof for such consideration as the Company may think proper.

Whereas the said Quebec, Montmorency and Charlevoix Railway Company on the twelfth day of August last [1898] offered to purchase the property, plant and undertaking of the said Montmorency Electric Power Company upon the terms and conditions hereinafter set forth, and whereas on the sixteenth day of August last [1898] the said Montmorency Electric Power Company accepted the said offer.

Now therefore in order to carry out the said agreement and to give effect to the said Sale, the said Montmorency Electric Power Company doth hereby declare to have sold, assigned, transferred, conveyed and made over, as by these presents it hereby sells, transfers, assigns, conveys and makes over with warranty against all mortgages, hindrances and troubles whatsoever, save and except as hereinafter provided, to the said Quebec, Montmorency and Charlevoix Railway Company accepting thereof for themselves, their assigns and legal representatives, all the property, moveable and immoveable, works, buildings, plant, machinery, good-will and assets generally of the said Montmorency Electric Power Company, save as hereinafter mentioned, and more specially the immoveable property of which the following is a description, that is to say:—

1. A certain lot of land known as lot number five hundred and eighty eight [588] upon the Official Cadastral Plan and in the Book of Reference thereto for St. Roch Ward of the said city of Quebec, being a lot of land on Prince Edward Street, with a right of passage upon the lot number five hundred and eighty-nine, to the north, upon the said Cadastral Plan for St. Roch Ward, as acquired by the said Montmorency Electric Power Company from Dame Elizabeth Lirette Plamondon widow of the late J. J. Plamondon, by deed of sale passed before E. G. Meredith, Notary Public at Quebec on the ninth of June eighteen hundred and ninety-three, registered at Quebec on the fifteenth day of the same month under the No. 90,109; which said lot is subject to the constituted rents mentioned in said deed.

2. A certain lot of land situated in the city of Quebec on the north side of Queen Street, measuring fifty-eight feet two inches in front on said Queen Street and fifty-three feet four inches in front at the depth of said lot, on the depth that there may be starting from said Queen Street and running north as far as the line D. E. dividing the said land from the lots numbers Five hundred and eighty-eight and part of said lot number Seven hundred and eighteen of said Cadastre, the said lot of land hereby sold being marked with the letters A. B. C. D. E. F. G. and H. upon a certain plan drawn by E. Lefrançois, land surveyor, and annexed to a deed of sale by which the said Montmorency Electric Power Company purchased the said land from W. H. Duval, passed before P. E. E. Bélanger, Notary Public at Quebec on the twelfth day of October eighteen hundred and ninety-four and registered at Quebec on the nineteenth day of the same month under the No. 92,899.

3. All the rights of property, claim, title and interest whatsoever acquired by the said Montmorency Electric Power Company from Herbert Molesworth Price by Deed of Sale from the latter to the former passed before W. N. Campbell,

Notary Public, at Quebec, on the twenty-second day of October, eighteen hundred and ninety-four, registered in the Registry Office for the County of Montmorency on the eighth day of November of the same year, under the No. 5154, and registered in the Registry Office for the Registration Division of Quebec on the tenth day of November, eighteen hundred and ninety-four [by extract], under No. 93,011, and specially the said Montmorency Electric Power Company hereby assigning and transferring unto the said Quebec, Montmorency and Charlevoix Railway Company the unexpired term of a certain Lease made to the said Herbert Molesworth Price by the Seminary of Quebec, passed before L. P. Sirois, Notary Public, at Quebec on the thirty-first of October, eighteen hundred and ninety-two, and the said Montmorency Electric Power Company, doth sub-lease to the said Quebec, Montmorency and Charlevoix Railway Company the property described in said Lease and in said Sale of the twenty-second day of October, eighteen hundred and ninety-four, and subrogates the said Quebec, Montmorency and Charlevoix Railway Company in all its rights and privileges under the said Lease and under the said Sale, including fishing rights and including the rights of renewal as set forth in said Sale, subject to the payment of the rent and other conditions and the obligations mentioned in said Lease; the said Montmorency Electric Power Company also assigning, transferring and making over to the said Quebec, Montmorency and Charlevoix Railway Company hereof accepting all and every the rights and privileges acquired by the said H. M. Price under and by virtue of a certain Deed of Cession bearing date at Quebec and Beauport the seventeenth of December, eighteen hundred and ninety-two, passed before Ed. O'Brien, Notary Public at Beauport, from one Etienne Garneau and the other parties of the first part therein named, said rights and privileges being with respect to the raising of a certain dam and fishing and other rights as in the said Deed more particularly mentioned and affecting the following described properties :

All those lots of land designated upon the Cadastral Plan and in the Book of Reference thereto for the Parish of Beauport and described in said Deed as follows, that is to say : Part of lot number Two hundred and thirty-five, lots numbers Two hundred and thirty-five A, Two hundred and thirty-seven, Two hundred and thirty-eight, Two hundred and thirty-nine, Two hundred and fifty-six, Two hundred and fifty-seven, Two hundred and fifty-eight, Two hundred and fifty-nine, Two hundred and seventy-seven, Two hundred and fifty-three, Two hundred and fifty-four, Two hundred and forty-four, Two hundred and eighty-one, Two hundred and eighty-three, Two hundred and forty-eight, Two hundred and forty-nine, Two hundred and fifty-one, Two hundred and fifty-two, Two hundred and forty, Two hundred and forty-seven, Two hundred and sixty-nine, Two hundred and seventy-six, Two hundred and seventy-nine, Two hundred and sixty-six, Two hundred and sixty-seven, Two hundred and sixty-eight, Two hundred and seventy-five, Three hundred and twenty-nine, Three hundred and twenty-eight, and Two hundred and forty-two [235, 235 A, 237, 238, 239, 256, 257, 258, 259, 277, 253, 254, 244, 281, 283, 248, 249, 251, 252, 240, 247, 269, 276, 279, 266, 267, 268,

275, 329, 328 and 242]. And the said Herbert Molesworth Price declaring in said Deed that the height of the crest of the said dam [known as the "Camp Dam"] had been determined and established by W. A. Ashe, P.L.S., as shown in and by a certain Official report and Plan made by the said W. A. Ashe, and bearing date at Quebec, the twenty-first of January Eighteen hundred and ninety-three.

And also all the rights acquired from the said H. M. Price by the said Montmorency Electric Power Company by Deed of Sale passed before W. N. Campbell, Notary Public, on the nineteenth of January Eighteen hundred and ninety-five, registered at Quebec on the 4th of March of the same year under the No. 93,666, and specially all the rights acquired by the said Deed in and to the lots numbers Two hundred and thirty-four and Two hundred and thirty-five upon the Cadastral Plan for the said Parish of Beauport, including the beach lot in front of said numbers.

The said Montmorency Electric Power Company further selling to the said Quebec, Montmorency and Charlevoix Railway Company those certain lots of land acquired from Pierre Ferdinand Giroux by the said H. M. Price and known as parts of lot number Three hundred and twenty-nine [329] upon the Official Cadastral Plan for the said Parish of Beauport, and the right to cut and remove all the wood of any kind or quality or of any dimension whatsoever, whether merchantable or unmerchantable, whether standing or cut or lying on the ground, which may be found on a certain piece of land in the said Parish of Beauport and known under the number two hundred and forty-one [241] upon the Cadastral Plan for the said Parish of Beauport.

The said Montmorency Electric Power Company hereby further selling to the said Quebec, Montmorency and Charlevoix Railway Company hereof accepting, certain lots of land known as part of lots numbers Two hundred and eleven, Two hundred and seven, Two hundred and six, Two hundred and five, Two hundred, and as lot number Two hundred and seventeen, part of lots numbers Two hundred and fifty-two, Two hundred and forty-eight, Two hundred and fourteen, Two hundred and forty-seven, lot number Two hundred and eighty-eight, the undivided eleven-fifteenths of lot number Two hundred and eighty-five, two undivided thirds in lot number Two hundred and eighty-four, the undivided eleven-twelfths of part of lots numbers Two hundred and eighteen, Two hundred and nineteen, Two hundred and twenty, Two hundred and twenty-one, Two hundred and twenty-two, Two hundred and twenty-three, Two hundred and twenty-four and Two hundred and twenty-five, part of lots numbers Two hundred and fifty-four, Two hundred and fifty-three, Two hundred and fifty-nine, Two hundred and sixty-three and Two hundred and forty-nine upon the Official Cadastral Plan and in the Book of Reference thereto for the Parish of L'Ange Gardien in the County of Montmorency, as more fully described in the said Deed of Sale of the said twenty-second of October, Eighteen hundred and ninety-four, and in the Deeds by which the said H. M. Price acquired the same and which are also mentioned in the said last mentioned Deed of Sale; the said Quebec, Montmorency and Charlevoix Railway Company being hereby



substituted and subrogated in all the rights, title, interest and privileges of the said Montmorency Electric Power Company resulting from that Deed of Sale.

The said Montmorency Electric Power Company hereby further selling and conveying to the said Quebec, Montmorency and Charlevoix Railway Company hereof accepting, the real estate, property and premises, with the dwellings, private residences and other buildings thereon erected, together with the Leases of certain parts of the said real estate and property as hereinafter set forth, and all the rights, claims and demands and possession of the said Vendors in and upon the said real estate, property and premises [which is known to the said parties hereto as The Montmorency Property] and Leases and all the dependencies and appurtenances thereunto belonging, without any reserve or exception, of which the following is a description, that is to say :—

COUNTY OF QUEBEC, PARISH OF BEAUPORT.

All those certain lots parcels of land, situate, lying and being in the Parish of Beauport in the Province of Quebec, of which the following is a description, that is to say :—

Twenty-three feet of land in front by the depth that there may be to be taken from the land adjoining to Dame Veuve Giroux to about fifty feet of the Queen's highway to the one of the said Peter Patterson along the River Montmorency, joining on the south-west and north-east to the said widow Giroux.

Twenty-eight feet of land in front by the depth that there may be to be taken from the land of the said widow Giroux to about fifty feet of the Queen's highway to the one of the said Peter Patterson, joining along the River Montmorency, on one side to the south-west to the said widow Giroux and on the other side to the north-east to Jean Vachon as the whole now is, its circumstances and dependencies, acquired from François Hébert dit Lecompt and Emelie Dupras, his wife, to the said Peter Patterson passed before A. Campbell and his colleague Notaries on the fourteenth of April, Eighteen hundred and forty-eight. And which said above described lots or pieces of land are now shown and distinguished as being the north part of lot number sixty-seven upon the Official Cadastral Plan and in the Book of Reference thereto for the Parish of Beauport in the County of Quebec.

A certain lot of land situated in the said Parish of Beauport in the first range marked on Ware's plan [hereinafter referred to] as Number Nine [No. 9] and another lot of land in the said range marked on the said plan as Number eleven, acquired under and by virtue of a certain Deed of Exchange between Peter Patterson and Jacques Garneau and Dame Marie Bureau dated the eleventh of July Eighteen hundred and thirty-seven, passed before A. Campbell, Notary, and which said two lastly described lots or pieces of land are now known and distinguished as being the north-west part of lot Number One upon the Official Cadastral Plan and in the Book of Reference thereto for the said Parish of Beauport.

A certain lot and circuit of land situated and being in the first range of the said parish of Beauport, being lot number

two on the plan deposited in the office of the Notary hereinafter mentioned, bounded to the North by the River Montmorency, to the South by a line drawn by Wm. Ware, Surveyor, above the top of the Cape, and running North twenty-one degrees West, to the South-East, by the lot number one, belonging to one named Bolduc, and to the North-West by lot number three, belonging to J. Vachon, the whole containing a superficies of forty-three and a-half perches; the said lot having thirty-six feet or two perches in width, by twenty-one perches and three quarters in depth, forming the superficies aforesaid. Acquired under and by virtue of that deed of sale from J. B. Grenier to the said Peter Patterson, dated the seventh of November eighteen hundred and forty-three, and passed before A. Campbell and colleague Notaries, and which said lastly above described lot or parcel of land is now known and distinguished as forming the North-West part of the lot number one hundred and eighty-nine, upon the Official Cadastral plan and in the book of reference thereto for the Parish of Beauport, in the said County of Quebec

A certain lot of land of an irregular form situated in the said Parish of Beauport, marked number nine on the plan hereinafter mentioned, and containing five arpents and seventy-five perches in superficies, situated and being on the South-West Shore of the River Montmorency, and to the South-West of Joseph Thomas Grenier, to the North-West of Pierre Latouche, to the North-East to the River Montmorency, and to the South-East to the land of François Grenier, sold to the said Peter Patterson on the twenty-second December eighteen hundred and forty-seven, the said lot being more amply described on the plan and *procès verbal* annexed to the deed of sale from Alexandre Tessier dit Laplante to the said Peter Patterson, on the said twenty-second day of December before the Notaries hereinafter mentioned.

And which said above described lot or parcel of land is now known and distinguished as forming the North-West part of the lot one hundred and eighty-nine A (199 A) upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

A certain lot of land situated in the said Parish of Beauport, (marked No. 2 on the plan), containing three perches and two feet in front, by twelve perches and twelve feet in depth on the South-East line of the said land, and one arpent on the North-West line, forming a superficies of thirty-seven perches and eighty feet, bounded in front to François Grenier, hereinafter mentioned, and in rear to the North-East to the River Montmorency, on one side to the South-East, to the land of Alexandre Tessier, sold to said Peter Patterson by deed before A. Campbell, Notary, on the twenty-second of December eighteen hundred and forty-seven, and on the other side to the North-West, by Joseph Thomas Grenier the whole more fully designated on the plan and *Procès Verbal*, annexed to the said deed of sale, as the whole now is, with its members and appurtenances. And which said lastly above described lot of land is now known and distinguished as forming the North West part of the lot number one hundred and eighty-nine A (189 A), upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

A certain lot of land situated in the first range of the said parish of Beauport, being lot No. 4 on the plan deposited in the office of the Notary hereinafter mentioned) bounded to the North by the River Montmorency, to the South by a line drawn by Wm. Ware, Surveyor, on the top of the Cape, and running North  $21^{\circ}$  West, to the South East by lot number three (No. 3), belonging to J. Vachon, and to the North West by the lot number five (No. 5), belonging to François Laplante, containing a superficies of forty-six and a quarter perches, the said lot having two perches in width, by twenty-three perches and two feet in depth, forming a superficies as above.

And which said lastly above described lot of land is now known and distinguished as forming the North West part of lot number one hundred and eighty-nine (189), upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

Another lot of land situate in the same place (being lot number eight (8) on the said Plan), bounded to the North by the said river Montmorency, to the South by the said line drawn by the said Wm. Ware, Surveyor, on the top of the Cape and running North  $21^{\circ}$  West, to the South East by lot number seven (7) belonging to A. Laplante, and to the North West by Alexander Laplante, containing eighteen perches and one foot in depth, by ten perches in width upon the said plan, with the exception of two perches of front, joining to the said Alexander Laplante, which is reserved by Edward Laplante, for himself, his heirs and assigns in perpetuity, for his and their use, upon the whole depth of the said lot.

And which said lastly above described lot of land is now known and distinguished as forming the South East part of the lot number one hundred and eighty-nine A (189 A), upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

A certain lot of land situate in the first range of the said Parish of Beauport, being lot number six upon the plan deposited in the office of the said Notary (A. Campbell), bounded to the North by the River Montmorency, to the South by a line drawn by Wm. Ware, Surveyor, on the top of the Cape, and running North  $21^{\circ}$  West, to the South East by lot number five belonging to François Laplante, and to the North West by the lot number seven, belonging to Antoine Laplante the whole containing a superficies of eighty perches, the said lot having four perches in width by twenty in depth, forming the superficies aforesaid, together with its circumstances and dependencies, as acquired under and in virtue of a deed of sale by Abraham Giroux and Angélique Laplante, his mother, to the said Peter Patterson, dated the seventh of November, eighteen hundred and forty-three and passed before A. Campbell and colleague, Notaries. And which said lastly above described lot of land is now known and distinguished as forming the north west part of the lot number one hundred and eighty-nine (189), upon the Official Cadastral plan and in the book of reference thereto for the said parish of Beauport.

A certain lot of land situated in the first range of the said parish of Beauport, being lot number five (5), on the plan deposited in Mtre. Campbell's office, bounded to the north by

the River Montmorency, to the south by a line drawn by said Wm. Ware, on the top of the Cape, and running north 21° degrees west, to the south east by the lot number four (4) belonging to Edward Laplante, and to the north west by lot number six (6), belonging to Abraham Giroux, and widow Pierre Giroux, the whole containing a superficies of eighty-six perches and two thirds of a perch; the said lot having four perches in width, by twenty-one perches and two thirds of a perch in depth, together with its members and appurtenances.

And which said lot of land is now known and distinguished as forming the north west part of the lot number one hundred and eighty-nine, upon the Official Cadastral plan and in the book of reference thereto for the said parish of Beauport.

A certain lot or tract of land situated in the said parish of Beauport, at the place called "Montmorency Falls," bounded on one side towards the south, by the property of Edward Laplante, where the said lot extends two perches and eight feet in front, namely, from point A to B on the plan of the said lot annexed to the deed of sale, on one side towards the west by the property acquired from Joseph Giroux, on which said side the said lot has or extends two arpents, five perches and sixteen feet from B to C, towards the north by the property of the vendors, at which end, from C to B, it has or extends three perches, twelve feet, and towards the east from D to A, the said lot bounded by the high road and containing seventy-nine perches, thirty-four feet in superficies.

And which said above described lot or parcel of land is now known and distinguished as forming the north-west part of lot number one (No. 1) upon the official cadastral plan, and in the book of reference thereto for the said parish of Beauport.

Seven perches of land in front by the depth there may be from the king's highway to the land of the purchaser, and situated in the parish of Beauport at the place called "The Falls," on the north side of the king's highway, joining on one side towards the south-west, to the land of Charles Giroux, and on the other side towards the north-east, bounded partly by the land of J. B. Binet, and partly by the property of the purchaser.

Another lot of land situated in the same place, on the south side of the road, containing three perches in front by about five perches in depth, or thereabout, bounded in front by the high road, and in the rear and towards the north-east by the property of the purchaser, and towards the south-west by J. Bte. Giroux and Pierre Grenier, together with its members and appurtenances.

And which said two lastly above described lots of land are now known and distinguished, the first as forming the north-west part, and the second as forming the south-west part of lot number one upon the official cadastral plan, and in the book of reference thereto for the parish of Beauport aforesaid.

A certain piece or parcel of land or emplacement situated in the said parish of Beauport, containing four perches in front by five perches and one-half perch in depth, bounded in front by the highway, in rear at the end of the said depth to the land of dame widow Joseph Giroux, on one side to the north-east by Pierre Desjardins, and on the other side to the south-

west by the said widow Giroux, together with the house built of stone thereon constructed, its members and appurtenances.

And which said above described lot of land is now known and distinguished as forming the south-west part of lot number one, upon the official cadastral plan, and in the book of reference thereto for the parish of Beauport aforesaid.

A lot of land situated in the parish of Beauport, in the neighbourhood of the Falls of Montmorency, containing eight perches in front, more or less, if the same may be found, by eight perches in depth, bounded in front by the road along the beach, in rear by Louis Giroux, on the north-east side by a road reserved for Pierre Giroux, and on the south-west side by another lot belonging to Townsend, together with a stone house of two stories high thereon erected, its members and appurtenances.

And which said lastly above described lot of land is now known and distinguished as forming the south-east part of lot number one (1) upon the official cadastral plan and in the book of reference thereto for the parish of Beauport aforesaid.

A lot of land situate, lying and being in the seigniory of Beauport, near the Falls of Montmorency, containing all such ground as may be found within the boundaries hereinafter mentioned, to wit : in front to the south to a lot belonging to the purchaser, in rear by the other half of the said lot belonging to the purchaser, on the west side by the *Côte à Courville*, and on the east side of the *ruisseau* by one McLeod, the said above described lot being one half of the lot purchased by Michael Connolly from Benjamin Miville.

And which said lastly above described lot of land is now known and distinguished as forming the north part of the lot number fifty-four upon the official cadastral plan and in the book of reference thereto for the parish of Beauport aforesaid.

A certain lot or piece of land situate and being in the parish of Beauport, near the " Falls of Montmorency " of nine feet, French measure, in front, on the line of high water mark on the beach belonging to the said Peter Patterson, by the depth that there may be, thence to a stream or *ruisseau* dividing the said lot or piece of land from the land of Jacques Garneau, bounded on one side towards the east by Joseph Lacombe, and on the other side towards the west by the said Peter Patterson ; together with all and singular the appurtenances and dependencies thereunto belonging or appertaining, and all the right, title and interest, property, claim and demand, whatsoever, both at law and in equity.

And which said lastly above described lot of land is now known and distinguished as being the south-west part of the lot number one (1) upon the official cadastral plan and in the book of reference thereto for the parish of Beauport aforesaid.

A certain lot or circuit of land situated in the first range of the said parish of Beauport, (lot number one on the plan deposited in the office of A. Campbell, Notary), bounded to the north by the River Montmorency, to the south by a line drawn by Wm. Ware, surveyor, on the summit of the Cape and running north twenty-one degrees west, towards the south-east to the present purchaser, and towards the north-west by the lot number two belonging to Jean Grenier, the whole containing in superficies forty-two and six feet, said lot having thirty-six feet or two perches in width, by three hundred and

eighty-one feet in depth, forming the aforesaid superficies, as the whole now is, its members and appurtenances.

And which said lastly above lot of land is now known and distinguished as being the central part of the lot number one hundred and eighty-nine (189) upon the official cadastral plan and in the book of reference thereto for the parish of Beauport aforesaid.

A certain lot of land situated in the said Parish of Beauport, in the first range, marked number thirty-four on Ware's plan, deposited in the office of A. Campbell, Notary, the said lot containing six perches and three feet in front by twenty perches and five feet in depth, forming a superficies of one hundred and fifty-three perches, bounded in front by the river Montmorency, close to the land of the said Peter Patterson, at "Montmorency Falls," and as the said lot is more fully designated on the plan; and which said lastly above described lot of land is now known and distinguished as being the central part of the lot number one hundred and eighty-nine (189) upon the Official Cadastral plan and in the book of reference thereto for the Parish of Beauport aforesaid.

A certain lot of land situated in the Parish of Beauport in the first range, (marked number thirty-three on Wm. Ware's plan) containing three perches in front by twenty-three perches in depth, forming a superficies of sixty-nine perches bounded in front by the river of the Falls of Montmorency, close to Mr Patterson's property at the said Falls, and as the said lot is more particularly designated on the said plan.

And which said lastly above described lot of land is now known and distinguished as being the central part of the lot number one hundred and eighty-nine, upon the Official Cadastral plan and in the book of reference thereto for the Parish of Beauport.

A certain lot of land situated in the said Parish of Beauport, in the first range, (marked number thirty-two on Ware's plan) containing one perch in front, by twenty-two perches in depth, more or less, forming a superficies of twenty-two perches; the said lot being bounded in front by the river Montmorency.

And which said lastly above described lot of land is now known and distinguished as forming the central part of the lot number one hundred and eighty-nine, upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

The lots numbers twenty-one (21), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), and thirty-four (34), mentioned and designated on a certain plan annexed to a certain deed of declaration and agreement between Alexandre Tessier *dit* Laplante and *alias*, and Peter Patterson, dated the twenty-first day of June eighteen hundred and thirty-nine, and executed before A. Campbell and colleague, Notaries; it being agreed that the fencing separating the said lots should be made at the cost of the said Peter Patterson.

And which said lastly above described lots of land are now known and distinguished as being part of the lot one hundred and eighty-nine upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

That certain lot of land situated in the said Parish of Beauport, in the first range, (marked number thirty-one on Ware's Plan) said lot containing two perches and fifteen feet by twenty-one perches in depth forming a superficies of fifty-nine perches, bounded in front by the River Montmorency; and which said lastly above described lot of land is now known and distinguished as being the central part of the lot number one hundred and eighty-nine, upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

That certain lot of land situated in the first range of the said Parish (marked thirty on Ware's Plan) containing seven perches in front by nineteen perches in depth, forming a superficies of one hundred and thirty-three perches, bounded in front by the River Montmorency.

That certain lot of land situated in the first range of the said Parish of Beauport (marked twenty-nine on Ware's plan) containing one perch and fifteen feet in front, by seventeen perches in depth, more or less, containing a superficies of thirty perches, bounded in front by the River Montmorency.

That certain lot of land situate in the first range of the said Parish of Beauport (marked number twenty-eight on Ware's Plan), the said lot containing six perches and three feet in front, by fourteen perches and seven feet in depth, more or less, containing a superficies of ninety perches, bounded in front by the River Montmorency.

That certain lot of land consisting of two lots situated in the first range of the said Parish of Beauport (marked twenty-five and twenty-seven on Ware's plan) the said lot number twenty-five containing three perches and nine feet in front by ten perches in depth, forming a superficies of twenty-five perches, the second lot (number twenty-seven,) containing four perches and sixteen feet in front and eleven perches in depth, forming a superficies of fifty-three perches, the said lots bounded in front by the River Montmorency.

Those two lots of land situated in the first range of the said Parish of Beauport (marked twenty-four and twenty-six on Ware's plan) the said lot number twenty-four containing twenty-eight feet in front, and nine feet in depth, more or less, forming a superficies of fourteen perches, the second (being the lot twenty-six) containing ninety-three feet in front, by ten perches in depth, forming a superficies of thirteen perches, the said lots bounded in front by the River Montmorency.

Those two lots of land situated and being in the first range of the said Parish of Beauport, (marked twenty-one and twenty-three on Ware's plan,) the first lot (21) containing two perches in front, by nine perches and five feet in depth, more or less, forming a superficies of twenty-one perches; the second lot (23) containing two perches and fifteen feet and ten inches and a half in front, by nine perches five inches in depth, forming a superficies of twenty-one perches, the said lots bounded in front by the river Montmorency; and which said six lastly above described lots or parcels of land are now known and distinguished as forming the South East part of the lot number one hundred and eighty-nine, upon the official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

That certain lot of land situated in the said Parish of Beauport, of about four perches in front, to be taken from the barn of the land of the vendor, continuing on to the river Montmorency, bounded on one side to the North East by the said Peter Patterson, to the South West by the land of Widow Giroux, in rear by the said river, and in front by the said barn, its members and appurtenances ; with the reserve in favor of the said vendor of the right to pass over the said lot to repair the said barn.

That certain lot of land (marked number eighteen on Ware's plan) in the first concession of the said Parish of Beauport, containing seven perches and three and a half feet in width, by eighty-six perches and three hundredths of a perch in depth, forming six arpents twenty-one perches, bounded to the West by Charles Giroux, to the East by the Purchaser, and to the South by the Vendors, and to the North by the Montmorency river, starting from the foot of the cape, from the river Montmorency, to a line which divides two large rocks, marked numbers one and two, at the foot of the hill.

A certain lot of land situated in the said place and range, containing four and a half perches in front, by seventeen and a half perches in depth, forming a superficies of sixty-seven and a half perches bounded to the West by Jean Vachon, to the East by François Tessier, to the North by the river Montmorency, and to the South by Charles Giroux ; the land being part of the foot of the Cape on the borders of the Waters of the river Montmorency up to the line which serves as a boundary, running to the North sixty-two degrees forty-eight minutes east.

Another lot of land situated in the first range of the said Parish of Beauport, (marked number fourteen on Ware's plan) containing six and a half perches in front, by twenty-four perches, forming a superficies of two arpents and forty-two perches, bounded to the West by Widow Benjamin Giroux, to the East by Michel Ménard, to the North by the river Montmorency and to the South by Charles Giroux, starting from the foot of the Cape from the border of the Waters of the river Montmorency up to a line which serves as a boundary and runs North sixty-two degrees and forty-eight minutes East.

Another lot of land situated in the same place and range (and marked number seventeen on Ware's plan), containing three perches in front, by eighty-two perches and seventy hundredths of a perch in depth, forming a superficies of two arpents and forty-eight perches and ten hundredths of a perch, bounded to the West by the Widow Benjamin Giroux, to the East by Widow Joseph Giroux, and Joseph Giroux, fils, to the North by the river Montmorency, and to the South, that is to say, starting from the foot of the cape on the borders of the waters of the river Montmorency, up to a line which serves as a boundary, and which has been enclosed by the said Peter Patterson, at his own cost.

That certain lot of land (marked number fifteen on Ware's plan), situated in the first range of the said Parish, containing three perches and thirty-three hundredths in width, by twelve arpents, one perch and fifty-five hundredths in length, in all three arpents ninety-four perches and seventy-seven hundredths bounded to the West by Charles Giroux, to the East by Widow



Benjamin Giroux, to the North by the river Montmorency, and to the South by the vendor, that is to say, starting from the foot of the cape on the border of the water of the river Montmorency, going towards the South a distance of one hundred and eighteen and a half perches, or eleven arpents and eight and a half perches, its members and appurtenances

That certain lot of land (marked number thirteen on Ware's plan), situated in the first range of the Parish of Beauport, containing four and a half perches in front by the depth that may be found from the border of the waters of the River Montmorency, to the land of Joseph Boutet, and of the vendor, to the South, forming seven arpents, thirty-seven perches and twenty centièmes, bounded to the West by Antoine Tessier, to the East by Charles Giroux, to the North by the river Montmorency, and to the South by Joseph Boutet.

Another lot of land situated in the same place (marked number sixteen on the said plan,) containing twelve feet in width, by one hundred and eighty-two perches in depth, forming one arpent and one *cinquième* in superficies, bounded to the West by Michel Menard, to the East by Charles Giroux, to the South by the Queen's Highway, to the North by the river Montmorency, that is to say, starting from the foot of the Cape from the border of the waters of the river Montmorency to a line which serves as a boundary and runs North, sixty-two degrees forty-eight minutes true East, its members and appurtenances.

That certain lot of land (marked number twelve on Ware's plan,) in the first range of the Parish of Beauport, containing three perches in width, by twenty four perches and  $\frac{50}{100}$ ths. in depth, forming seventy-two perches, bounded to the West by Jacques Garneau, to the East by Widow Benjamin Giroux, to the North by the river Montmorency, to the South by Antoine Plante, that is to say: starting from the foot of the Cape on the border of the water of the river Montmorency to the South up to the line serving as a boundary and running north sixty-two degrees forty-eight minutes true East.

The said Peter Patterson enclosing the said lot towards the south, if he wished, at his own expense.

That certain lot of land (marked number ten on Ware's plan) situated in the first range of the said Parish of Beauport, containing two perches in width, by nineteen perches, forming thirty-eight perches, bounded to the West and to the East by Jacques Garneau, to the North by the River Montmorency, and to the South by the vendor, that is to say: starting from the foot of the Cape on the border of the River Montmorency, going towards the south to the line which serves as a boundary, and runs sixty-two degrees and forty-eight minutes true East, with its members and appurtenances.

That certain lot of land (marked number eight on Ware's plan) situated in the first concession of the said Parish of Beauport, containing ten perches and thirty-three hundredths in depth, forming one arpent and twenty-nine perches and twelve hundredths of a perch, bounded to the West by Widow Pierre Giroux, to the East by Jacques Garneau, to the North by the river Montmorency, and to the South by the said Joseph Raphaël Giroux, that is to say: starting from the foot of the Cape (cap) on the border of the waters of the River

Montmorency, towards the south to the line which serves as a boundary, and running north sixty-two degrees, forty-eight minutes true East.

That certain lot of land situated in the said Parish of Beauport, containing ten perches and thirty-three hundredths in width, by fifteen perches in depth, forming one arpent and fifty-four perches and eighty-five hundredths, bounded to the West by Widow Pierre Giroux, to the East by Jacques Garneau, to the North by the River Montmorency, and to the South by the said Vendor, that is to say : starting from the foot of the Cape upon the border of the waters of the River, going towards the South to the line which serves as a boundary, and running north sixty-two degrees forty-eight minutes true East.

That certain lot of land (marked number six on Ware's plan), containing one perch in width, by thirteen perches and fifty hundredths, forming altogether thirteen perches and fifty hundredths of a perch, bounded to the West by the widow Pierre Binet, to the East by widow Pierre Giroux, to the north by the River Montmorency, and to the South by the Vendor, that is to say : starting from the foot of the Cape on the border of the water of the River Montmorency, going towards the South to the line which serves as a boundary, running North sixty-two degrees and forty-eight minutes true East, its members and appurtenances.

That certain lot of land (marked number five on Ware's plan), situated in the first concession of the said parish, containing eighteen feet in width by thirteen perches and fifty centièmes in depth, forming altogether thirteen perches and fifty centièmes, bounded to the West by François Tessier, to the East by Pierre Fortier, to the North by the River Montmorency, and to the South by the Vendor, starting from the foot of the Cape on the border of the water of the River Montmorency going towards the South of the line serving as a boundary, and running North sixty-two degrees and forty-eight minutes true East.

That certain lot of land (marked number three on Ware's plan), situated in the first concession of the said Parish of Beauport, containing two perches and sixty-six centièmes in width, by thirteen perches in depth, forming together thirty-four perches and fifty-eight centièmes, bounded to the West and to the East by François Tessier, to the South by the Vendors, and to the North by the River Montmorency, that is to say : starting from the foot of the Cape on the border of the water of the River, going towards the South to the line serving as a boundary, and running North sixty-two degrees forty-eight minutes true East, its members and appurtenances.

That certain lot of land (marked number two on Ware's plan), situated in the first concession of the said Parish of Beauport, containing one perch in width by thirteen and one-half perch in depth, starting from the foot of the Cape on the border of the River Montmorency, going towards the South to the line which serves as a boundary, and which runs North sixty degrees and forty-eight minutes true East, bounded to the West by Charles Giroux, to the East by the widow Pierre Dupras, to the South by the Vendor, and to the North by the River Montmorency.

Another lot of land (marked number four on Ware's plan) situated in the same place containing six perches and sixteen centièmes in width, by thirteen perches in depth, forming eighty perches in all, bounded towards the West by the widow Dupras, to the East by the widow Pierre Binet, to the South by the Vendor, and to the North by the said River Montmorency, starting from the bank or border of the water of the said River, going towards the South to a line serving as a boundry, and mentioned above, which said two lots contain ninety-three perches and fifty centièmes, its members and appurtenances.

And which said seventeen lastly above described lots or parcels of land are now known and distinguished as forming the North West part of the lot number one (1) upon the Official Cadastral plan and in the Book of Reference thereto for the said Parish of Beauport.

That certain lot of land containing in front whatever may be found from the lot of ground of Andrew Forgues, or his representatives to the land of Jean Mathieu, by such depth as may be found from the highway to the depth of the lot of representatives of Andrew Forgues, and at the end of which depth the said lot contains in front whatever may be found from the land of François Tessier to the land of Jacques Galarneau, on the depth that may be found, to the summit of the hill, bounded in front by the highway and in the rear at extremity of the said depth, by the summit of the said hill, adjoining on one side towards the North East partly by the representatives of the said Andrew Forgues, and partly by the said Jacques Galarneau; and on the other side to the South West, partly by the said Jean Mathieu or his representatives, and partly by the said François Tessier, as the whole now is and extends; except eighteen feet square reserved for Charles Giroux, on the line of the road.

And which said lastly above described lot of land is now known and distinguished as the South West (central part) of the lot number one upon the Official Cadastral plan and in the Book of Reference thereto for the Parish of Beauport aforesaid.

That certain lot of land situated in the said Parish of Beauport containing one arpent and six and a half feet in front, by seventeen perches in depth on the South East line, and twelve perches and thirteen feet, on the North West line forming a superficies of one arpent fifty-three perches and one hundred and ninety-three feet and thirty-six inches, bounded in front to the South West to Alexandre Tessier, and in rear to the North East by the River Montmorency, on one side to the South East by the land of the said Peter Patterson, and on the other side to the North West by the said François Grenier, and more fully designated on the plan and procès-verbal annexed to a Deed of Sale, (said lot being marked number one on said plan) from Alexandre Tessier dit Laplante and *uxor*, to the said Peter Patterson, dated the twenty-second of December eighteen hundred and forty-seven, and passed before A. Campbell, Notary, and which said lastly above described lot of land is now known and distinguished as being the South East part of lot number one hundred and eighty-nine A (189A) upon the Official Cadastral plan and in the Book of Reference thereto for the said Parish of Beauport.

That certain lot of land situated in the first range of the said Parish of Beauport (marked number nine on Ware's plan), containing five perches and 88 $\frac{1}{100}$ ths in width, by fifteen perches in depth, forming in all a superficies of ninety-three perches and 28 $\frac{1}{100}$ ths, bounded to the West by Joseph Raphaël Giroux, to the East by Charles Menard, to the North by the River Montmorency, and to the South by the line which serves as a boundry.

And which said lastly above described lot of land is now known and distinguished as forming part of the lot number one, upon the Official Cadastral plan and in the book of reference thereto for the said Parish of Beauport.

That certain lot of land situated in the said Parish of Beauport, consisting of fifty-three and a half feet in front, by twenty-six and a half feet in depth, afterwards twenty-seven feet in front, continuing only to make a depth of seven and a half perches, embracing the twenty-six and a half feet above mentioned, joining on one side to the North East, that is to say : the twenty-six and a half feet by the said Peter Patterson, and to the North to the same, and afterwards the remainder of the depth, joining to the North East by the said Peter Patterson, to the North by Charles Menard, to the South West by Louis Giroux, and to the South by the said Peter Patterson, its members and appurtenances ; and which said lastly described lot or parcel of land is now known and distinguished as being the central part of the lot number one, upon the Official Cadastral plan and in the book of reference thereto for the Parish of Beauport aforesaid.

That certain piece or lot of land situated in the said Seignior, being an emplacement in the first range near the falls, containing three perches in front by three and a half perches in depth, more or less, such as the same is enclose, bounded in front by the highway, in rear and on one side to the North East by the representatives of the late Peter Patterson, and on the other side to the South West by Jean Giroux, with the house thereon erected.

And which said lastly above described piece or lot of land is now known and distinguished as being the South West part of lot number one upon the Official Cadastral Plan and in the book of reference thereto for the Parish of Beauport aforesaid.

All that certain lot of land situated, lying and being in the Parish of Beauport at Montmotency, bounded towards the South East by highwater mark, towards the South West partly by property belonging to the Estate of the late Peter Patterson, and partly by land belonging to Dame Widow Giroux, towards the North West by the bed of the small stream or cove, and on the North East partly by property belonging to the said estate, and partly by the representatives of the late Dame Widow Giroux, containing twenty-three feet in width by such depth as may be found between highwater mark to the bed of the stream or cove.

And which said lastly above described lot of land is now known and distinguished as being the South part of the lot number sixty-five upon the Official Cadastral Plan and in the book of reference thereto for the Parish of Beauport aforesaid.

That certain lot of ground or emplacement situated and being at Montmorency aforesaid, in the said Parish of Beau-

port; containing four perches in front by one arpent in depth, more or less, bounded on one side towards the North East by the Queen's highway, and on all the other sides by property belonging to the Purchasers, together with a stone house two stories high, a barn and other buildings thereon erected and being.

And which said lastly above described lot of land is now known and distinguished as being the North West part of the lot number one upon the Official Cadastral Plan and in the book of reference thereto for the Parish of Beauport aforesaid.

That certain tract of land situated and being along the shore of the River St. Lawrence, on the North side thereof, over which the tide ebbs and flows, the western boundary whereof commences at a boundary stone placed by Benjamin Ecuier, at the land of Alexander Tessier, or representatives, at or near the Falls of Montmorency, being at the distance of nine arpents, one perch and twelve feet from the boundary stone placed by Benjamin Ecuier, on the North East side of the road known as the *Côte à Courville*, the said Western boundary being a perpendicular line running South from the stone boundary first above mentioned to low water mark, thirty-nine degrees thirty minutes East, and being the same line as is stated to be the Western line mentioned in the Deed of Concession from Ant. J. Duchesnay, to the said Peter Patterson and Henry Usborne, executed before Plante and Colleague, Notaries, on the third of May eighteen hundred and nineteen, and the Eastern boundary of the said tract of land being the prolongation of the Eastern line of the Seigniory of Beauport, in the River Montmorency, until it strikes the low water mark of the River St. Lawrence, the Southern or front boundary being the low water mark of the River St. Lawrence, and the North or rear being the highwater mark of the same, together with all the hereditaments and appurtenances whatsoever to the said tract of land and premises belonging or in anywise appertaining.

And which said last above mentioned lot or tract of land is now known and distinguished as being the West half of lot number fifty-seven (57) upon the Official Cadastral Plan and in the book of reference thereto for the Parish of Beauport aforesaid.

That certain lot of land situated in the said Parish of Beauport, near the falls of Montmorency on the North side of the Queen's highway, containing three perches and eleven feet in front from the said highway, to the boundary at the end of the depth of the emplacement of the heirs of the late Michel Menard, afterwards seven perches in front by the remainder of the depth of the said land which there is from the said road the boundary to the South, up to the land of the purchaser near the River Montmorency, the boundary to the North, about nine arpents in depth, the whole more or less, without warranty as to measurement precise; bounded on one side to the North East to the land of the purchasers, and to the South West by the said Purchasers and Vendors.

And which said lastly above described lot of land is now known and distinguished as being the North West part of lot number one, upon the Official Cadastral Plan and in the book of reference thereto for the Parish of Beauport aforesaid.

A certain lot or parcel of land situated and being in the first range of the said parish of Beauport, bounded to the south by the highwater mark of the River St. Lawrence, in rear to the North, partly by the lot number one hundred and thirty-one (131), and partly by lot number one hundred and thirty-six (136); on one side towards the East by the lot number one hundred and twenty-eight (128), and on the other side towards the West by lots numbers one hundred and thirty-eight (138), and one hundred and thirty-nine (139) as far as the lot number one hundred and fifty-two (152) inclusive, containing three and a half perches in front, by three arpents, five perches and three feet in depth, and containing one arpent nineteen perches and three hundred and twenty-three feet in superficies, more or less. And which said lastly above described lot or parcel of land is now known and distinguished as being the lot number one hundred and thirty-seven (137) upon the Official Cadastral Plan and in book of reference thereto for the Parish of Beauport aforesaid; to be deducted however from the contents and measurements of the said lastly described lot.

Firstly, a certain piece of land or emplacement sold by the said George Benson Hall and Mrs. Mary Hall, his wife, to Octave Caron, by deed of sale passed before E. O'Brien, Notary Public, dated the ninth of November eighteen hundred and seventy-five, and registered at the Registry Office for the Registration Division of Quebec, on the twenty-fourth of December of the same year (1875).

Secondly, a certain piece of land or emplacement sold by the said George Benson Hall and *uxor* to Flavien Flamand, by Deed of Sale passed before E. O'Brien, Notary, on the tenth of November eighteen hundred and seventy-five, and registered at the Registry Office for the County of Quebec on the twenty-fourth day of December of the same year (1875).

Thirdly, a piece of land or emplacement sold by Mrs. Mary Hall, widow of the late George Benson Hall, to Séraphin Jean, by Deed of Sale passed before E. O'Brien, Notary, on the twenty-seventh of February eighteen hundred and seventy-seven, and registered at the Registry Office for the County of Quebec, on the twenty-ninth of September of the same year.

And fourthly, a certain emplacement or piece of land sold by the said Mrs. Mary Hall, widow of the said George Benson Hall, to William Poyer, by Deed of Sale passed before E. O'Brien, Notary, on the twenty-fifth of November eighteen hundred and seventy-six, and registered at the Registry Office for the County of Quebec, on the thirteen of August eighteen hundred and seventy-eight.

The said lot one hundred and thirty-seven being sold subject to the rights, if any, of Marie Esther Tessier dit Laplante and Anastasie dit Laplante, daughters of Dame Marie Anastasie Vallée, wife of Louis Alexander Tessier dit Laplante, for the *part de communauté* and other rights in and to the South part of the said lot of their said mother as bequeathed to them by her Will and Testament, passed before J. D. Marcoux, Notary, of the third of June eighteen hundred and eighty-one and registered at the Registry Office for the County of Quebec, on the eighth of May eighteen hundred and eighty-two.

That certain lot of land or emplacement of three perches in front, by three perches in depth to be taken from the land of

widow Pierre Giroux, situated in the said Parish of Beauport the said lot of land, being bounded as follows, that is to say : in front towards the South East to the fence now existing- in rear towards the North West, and on one side towards the South West to the lot of land of widow Pierre Giroux, and on the other side towards the North East, to François Hebert dit Lecompte, together with such quantity of land that may belong to the said widow Pierre Giroux, between the lot of land above described and the land of the said George B. Hall, situated to the South East of the said fence, on the beach of the River St. Lawrence and which said lastly described lot of land is now known and distinguished as being lot number ninety-nine (99) upon the Official Cadastral Plan and in the book of reference thereto to the Parish of Beauport aforesaid.

That certain lot of land or emplacement situated in the Parish of Beauport at the place called "*Bas du Sault*," containing about five thousand nine hundred and fifty feet in superficies, having sixty-two feet in width to the South West, and seventy-five feet in width at the North East, by a depth of eighty-five feet, bounded to the North by Abraham Giroux, to the South by Joseph Soucy, to the East by Jacques Hamel, to the West by Antoine Laplante ; with a small house thereon erected its members and appurtenances.

And which said lastly above described lot of land is now known and distinguished as being lot number one hundred and nine (109) upon the Official Cadastral Plan and in the book of reference thereto for the Parish of Beauport aforesaid.

All that certain piece or parcel of land situate, lying and being at Montmorency aforesaid, in the said Parish of Beauport, containing such quantity of land as may be found within the following boundaries, that is to say : bounded in front by highwater mark, in rear by the fence as it now stands at the top hill, and the said Vendors, which fence is to be hereafter kept up and maintained at the sole expense of the Purchaser, on one side towards the South West by Edward Provencal, and on the other side towards the North East, by land belonging to the Estate of the late Peter Patterson, together with its members and appurtenances. And which said lot of land is now known as forming the South West part of lot number one upon the Cadastral Plan and in the book of reference thereto for the Parish of Beauport aforesaid.

A certain lot of land containing three perches and six feet in front, situate near the Montmorency Falls in the said Parish of Beauport, and containing about six arpents in superficies, more or less, bounded in front by the highway, in rear by Charles Giroux, and towards the North East by the said Charles Giroux, together with the buildings thereon erected, circumstances and dependencies

And which said lot of land is now known and distinguished as forming the North West part of lot number one, upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

A certain lot of land situate in the said Parish of Beauport, bounded as follows : on one side towards the East by the said Peter Patterson, towards the South West by Charles Giroux, towards the North within sixty feet from the highway, on the

South West line, and within one hundred and fifty feet from the highway on the North East line, which is more fully described in a certain Plan annexed to a certain deed of sale by Joseph Giroux to Peter Patterson, passed before A. Campbell, Notary Public, on the third November eighteen hundred and forty-three, which said lot of land is now known and distinguished as forming the North West part of lot number one upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

A lot of land situate in the Parish of Beauport, of six perches or thereabouts in front, by one arpent or thereabouts in depth, bounded in front by the king's highway, and in rear by the land of Jacques Garneau, joining towards the North East to Charles Benjamin Giroux, and towards the South West to Charles Menard, with all the buildings thereon erected, and which said lot of land is now known as forming the South West part of lot number one upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

A certain lot of land of an irregular figure, situated in the said Parish of Beauport, connected with the land of François-Olivier Tessier dit Laplante, bounded on one side towards the North East by a small stream dividing the said lot from the land of the said François-Olivier dit Laplante, and on the other side by the Queen's highway, commonly called "Côte Ville," and by Edward Laplante, circumstances and dependencies.

Another lot of land of an irregular figure, situated in the said Parish of Beauport, and being circumscribed by the lastly above described lot of land containing thirty-six feet in width, more or less, the said lot of land running South and becoming narrower towards the South, and one arpent in depth, and more over eight feet of land on the North East line and becoming narrower as it extends towards the bridge on the South West side, bounded on one side towards the North by François Lecompte, and towards the South by the Public Road, towards the South West and North East by the above lastly described piece of land, and which said lots are now known and designated as follows: the first as lot number fifth-three and the second as lot number fifty-five upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

A lot of land situated in the said Parish of Beauport, containing fifty-three feet and one half in front, and twenty-six feet and one half in depth, thence containing twenty-seven feet in front only to the depth of seven perches and one-half containing twenty-six feet and one-half as above mentioned, joining on one side towards the North East, as follows: the above mentioned twenty-six, feet and a half to the said Peter Patterson, and towards the North to the said Peter Patterson, thence the remaining portion of the said depth joining towards the North East to the said Peter Patterson, towards the North to Charles Menard, towards the South West to Louis Giroux, and towards the South to the said Peter Patterson, circumstances and dependencies.

Which said lot is now known as forming the South West part of lot number one, upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.



That certain lot of land or emplacement situate in the said Parish of Beauport, which is now known and distinguished as being lot number fifty-six (56) upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

All that certain lot of land or emplacement, situated at the Falls of Montmorency in the said Parish of Beauport, containing three perches in front, by one-half an arpent in depth, bounded to the South by the heirs of the late Peter Patterson, towards the North by Jacques Quiriau, towards the South West by the said Jacques Quiriau, and towards the North East by the heirs and representatives of the late François-Xavier Giroux, together with all and singular the house and other buildings thereon erected and being save and except however the part of the said lot which was sold by the late Mrs. Mary Hall to Wilbrod Grenier, by Deed of Sale passed before E. O'Brien, Notary Public, on the sixteenth of February eighteen hundred and seventy-seven, and registered at the Registry Office for the County of Quebec on the twenty-ninth of September of the same year (1877).

And also save and except the part of the said lot (No. 128) sold by the said Mrs. Mary Hall to Louis Grenier, Senior, by Deed of Sale passed before E. O'Brien, Notary Public, on the nineteenth of February eighteen hundred and seventy-seven, and registered at the Registry Office for the County of Quebec, on the twenty-ninth day of the same year (1877).

Also save and except that part of the said lot (No. 128) sold by the said late Mrs. Mary Hall to Ferdinand Ouellet, by Deed of Sale, passed before E. O'Brien, Notary Public, on the third day of March eighteen hundred and seventy-seven, and registered at the Registry Office for the County of Quebec on the twenty-ninth of September of the same year (1877).

And which said lastly described lot of land is now known and distinguished as being the South part of lot number one hundred and twenty-eight, upon the Official Cadastral Plan and in the Book of Reference thereto for the said parish of Beauport.

A lot of land situate in the said Parish of Beauport, forming part of a larger extent of land belonging formerly to Jacques Quiriau, and known as the *prairie*, at the *Bas du Sault*, containing the said lot three perches and six feet in width, by two and a half acres in depth, more or less, bounded towards the South by the lands of the late George Benson Hall, towards the North by a fence separating this lot from that belonging to Edward Quiriau, towards the North East by Olivier Tessier dit Laplante, and towards the South West by Alexandre Laplante. And which said lot of land is now known and distinguished as forming the North part of lot number one hundred and twenty-eight, upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport; and is sold subject to the aforesaid Sales in favor of Wilbrod Grenier, Louis Grenier and Ferdinand Ouellette, in so far as the same may effect this part of the said lot number one hundred and twenty-eight.

All the rights, titles, interest and claims whatsoever which may have been acquired by Henry Osborne and Peter Patterson from the Honorable Antoine Louis Juchereau

Duchesnay, by Deed of Concession before Mtre Plante and colleague, Notaries at Quebec, on the third May eighteen hundred and nineteen, in and upon a certain beach lot situate in the said Parish of Beauport, of which the following is a description: starting at a stone boundary on the North East side of the road commonly called "Côte à Courville," placed by Benjamin Ecuyer, Land Surveyor, on the twenty-eight January eighteen hundred and twelve, thence running on a Southerly direction, fifty degrees, thirty minutes West, nine arpents one perch and twelve feet up to the land of Alexandre Tessier, at the end of which said nine arpents one perch and twelve feet, another post has been fixed by the same Surveyor; as stated in the procès-verbal of the said Benjamin Ecuyer, bearing date the twenty-third December eighteen hundred and eighteen; thence running South a perpendicular line and as far as low water mark, thirty-nine degrees thirty minutes East, joining on the North West side to the line of low water mark and on the North East to the said Henry Osborne and the said Peter Patterson, Esquires, and on the South West to the said Honorable Antoine Louis Juchereau Duchesnay.

And which said lot of land is now known as forming the West half of lot number fifty-seven upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

A certain lot of land situate in the said Parish of Beauport, containing thirteen perches and seven feet in front, on the beach at highwater mark of the River St. Lawrence, forming the front of the land of Charles Giroux, and sixty-seven feet in depth on the East side, at the place where a boundary stone has been placed by Robert Smith, Land Surveyor, as stated in a certain procès-verbal made by him together with a plan of said property, and bearing date the fourth of April, eighteen hundred and eighteen, both of which said procès-verbal and plan are annexed to the deed of sale hereafter cited; bounded in depth by a line starting from the said stone boundary, and running South West as far as another stone boundary placed by the said Land Surveyor, as stated in the said procès-verbal joining in front to the beach lot belonging to the said Peter Patterson, and in rear to the said Charles Giroux, and on the North East to the said Peter Patterson, and on the South West to Benjamin Giroux or representatives.

Another lot of land situate on the beach of the River St. Lawrence, in the Parish of Beauport, measuring two perches in front at high water, forming the front of a part of the land of the late Benjamin Giroux, and five perches, ten feet and four inches in depth, on the South West side, and a little less on the North East side, bounded in front by the land of the said Henry Osborne and Peter Patterson, in rear by a line at the place where three stone boundaries have been placed by the said Robert Smith, Land Surveyor, to divide the said piece of land from other lots belonging to the said Henry Osborne, and to the said Peter Patterson, as stated in a certain procès-verbal and upon a plan made by the said Robert Smith, on the fourth of April, eighteen hundred and eighteen, and remaining annexed to the original minute of the lastly above mentioned deed of sale of Charles Giroux to the said Henry Osborne and Peter Patterson, joining on the South West to

Joseph Lacombe, and on the North East to the late Benjamin Giroux, to be deducted however from the aforesaid piece of land, twenty-six feet of land on the front part of the said lot, by twenty feet four inches in depth; upon which said piece so deducted is erected a house belonging to Joseph Lacombe or representatives.

A certain lot of land situate in the Parish of Beauport, measuring twenty-one feet in front joining on the North side to the *Cime du Cap* or hill along the River St. Lawrence, running South up to high water mark of the said River St. Lawrence, joining on the North East side to Joseph Giroux, and on the South West side to Charles Giroux.

A certain lot of land measuring twelve feet in front, bounded on the North side by the *Cime du Cap*, and on the South side by the high water mark of the River St. Lawrence, joining on one side to the North East to Charles Menard, and on the South West side to Michel Menard; which said lot of land being the front part of the land of the said Jean Benjamin Giroux, situated in the said Parish of Beauport.

A certain beach lot situate in the said Parish of Beauport, forming the front part of a part of the land of the said late Benjamin Giroux, and extending as far as the high water mark of the River St. Lawrence, measuring five perches and seven feet in front, by the depth that there may be found as far as the line dividing the said lot and many other lots belonging to the said Henry Osborne and the said Peter Patterson; at which place three stone boundaries have been placed by the said Robert Smith, Land Surveyor, as stated in the Procès-Verbal, and upon the plan annexed to the aforesaid Deed of Sale made by Charles Giroux, to Henry Osborne and Peter Patterson, on the seventeenth of April eighteen hundred and eighteen. The said lot joining on the North East to the said Peter Patterson, and Henry Osborne representing the said Charles Giroux, and on the South West to the said Peter Patterson, and the said Henry Osborne, representing Mrs. Widow Benjamin Giroux.

A lot of land situated in the said Parish of Beauport, measuring twenty-one feet in front, bounded on the North side by the *Cime du Cap* along the said River St. Lawrence and on the South side by the high water mark of the River St. Lawrence; joining on the North East side to Michel Menard, and on the South West side to Charles Menard.

Another lot of land situate in the said Parish of Beauport, measuring seven perches in front, bounded in the front by the said *Cime du Cap*, towards the South by the high water mark of the said River St. Lawrence, joining on the North East side to the said vendors and on the South West side to the said Charles Menard.

A lot of land situate in the said Parish of Beauport, near the Montmorency Falls, forming the front part of a lot of land of three perches and six feet in front, belonging to Michel Menard; the said lot hereby sold measuring three arpents six perches in front, by the depth that there may be found from the high water mark up to the Cape; bounded in front by the River St. Lawrence, and in rear by the *Cime du Cap*; on one side towards the South West by Joseph Giroux and on the

other side towards the North East by Jean Giroux, representing Marie Louise Giroux.

And which said eight lots lastly above described are now known as forming the South West part of lot number one, upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

A land or farm situated at the falls of Montmorency, in the Parish of Beauport, consisting of three lots contiguous to each other, which contain all the land that may be found between the land of one Pierre Menard, on the West side, and the River of the falls of Montmorency on the East side, being about three arpents in front, more or less, on the River St. Lawrence, and running in depth about twenty-four arpents, more or less, along the East line of the land of the said Menard, bounded in front by the River St. Lawrence, and in the rear partly by the line which divides the Seigniorship of Beauport from the Seigniorship of Beaupré; and partly by the River Montmorency, according to its turnings.

Together with the houses, barns, stables and other buildings thereon erected, and all the appurtenances thereof, without any exception or reserve.

All that spacious lot or beach in front of the land above described, the said land to begin from the high water mark in the River St. Lawrence, running down towards low-water mark so far as the same may extend, as the whole may be without any exception or reserve, according to a reservation made by the Honorable Antoine Juchereau Duchesnay in a deed of sale by him made to Sir John Johnson of the land of the falls of Montmorency (above firstly described) passed before J. Plante and his confrère Notaries Public, bearing date the twentieth September one thousand eight hundred and five.

All the rights of property and other rights of whatever nature or kind whatsoever, which the said vendors may or might have acquired in and to all that extent of beach from high water mark to low water mark, which may be found between the second lot or beach hereinabove described and the road which leads up the hill of Beauport, known by the name of Côte à Courville, containing about seven acres in front, more or less, without nevertheless guaranteeing the extent of the same with all the buildings and improvements thereon.

And which said three lastly above described pieces of land are now known and distinguished as being the East part of lot number one, upon the Official Cadastral Plan, and in the book of reference thereto for the said Parish of Beauport.

A lot of land measuring two perches in front, situated in the said Parish of Beauport, joining to Alexandre Laplante, which said lot of land was reserved by Edouard Laplante on a certain land measuring eighteen perches and one foot in depth, by ten perches in width and sold by the said Edouard Laplante to the said Peter Patterson, under and in virtue of a certain Deed of Sale passed before A. Campbell, and his colleague, Notaries at Quebec, on the seventh November eighteen hundred and forty-three, so that the said Vendors are proprietors of the whole lot.

And which said lot of land is now known as being the North West part of lot number one upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

A certain lot of land situated in the said Parish of Beauport, measuring four perches in front by all the length or depth that may be found from the River St. Lawrence, running from thence to the King's highway, bounded on the North East side by land appertaining to the said Vendors (the heirs P. Patterson) and on the South West side by land appertaining to Joseph Giroux, without any buildings, and which said lot of land is now known and designated as being the South East part of lot number one upon the Official Cadastral Plan and in the book of reference thereto for the said Parish of Beauport.

## COUNTY OF MONTMORENCY.

### PARISH OF L'ANGE GARDIEN.

That certain extent of land situated in the parish of l'Ange Gardien, taken off the land of Louis Bureau, from the East shore or border of the River of the Falls of Montmorency, which extent of land contains twenty-seven arpents and eighty hundredths, and is particularly designated on the plan made by Wm. Ware.

And which said lot or extent of land is now known and distinguished as being the east part of the lot number three hundred and thirty-four, upon the Official Cadastral Plan and in the book of reference thereto for the Parish of l'Ange Gardien, in the County of Montmorency.

That certain extent of land situated in the said Parish of l'Ange Gardien taken off the land of Louis Bureau, from the East Shore or border of the River of the Falls of Montmorency, the said extent of land contains three arpents, more or less, in superficies, and is particularly designated on the plan and procès-verbal of survey made by Wm. Ware, annexed to the deed of sale from the said Louis Bureau and uxor to the said Peter Patterson, dated the tenth of October, eighteen hundred and thirty-eight, and executed before A. Campbell and his colleague, Notaries.

And which said lastly above described extent of land is now known and distinguished, as being the North West part of the lot number three hundred and thirty-four A, upon the Official Cadastral Plan and in the book of reference thereto for the said parish of l'Ange Gardien.

A certain lot of land situated in the said Parish of l'Ange Gardien, of the form and figure of a Trapazium, containing six arpents, eleven perches and one hundred and seventy-one feet in superficies, bounded on one side towards the South East by the mitoyenne line of Louis Bureau, of the said Parish of l'Ange Gardien, and J. Bte. Bourbeau, prolonged for the purpose, and on the South West, North West and North East sides, by the land of the said J. Bte. Bourbeau, the whole more amply designated in the procès-verbal and bornage of N. Lefrançois, P. L. S. dated the 9th Dec. 1845.

And which said lastly above described lot of land is now known and distinguished as being the centre part of the lot number three hundred and thirty four, upon the official Cadastral plan and in the book of reference thereto for the said Parish of l'Ange Gardien.

That certain lot of land situated in the said Parish of l'Ange Gardien, of the form and figure of a Trapezium, and containing one arpent, fifty-nine perches and three hundred and fourteen feet in superficies, bounded at the foot, towards the South East, and North East, by the land of the said Louis Bureau, on the South West, by the land of the said Peter Patterson, and upon the North West by the land of J. Bte. Bourbeau.

And which said lastly above described lot or parcel of land is now known and distinguished as the centre part of the lot number three hundred and thirty-four, upon the official Cadastral plan and in the book of reference thereto for the said Parish of l'Ange Gardien.

Another lot of land situated in the said Parish of l'Ange Gardien, of a triangular form, containing one arpent eight perches in superficies, bounded on one side towards the South East, at its base, by the land of the said Peter Patterson, on the South West by the land of the said J. Bte. Bourbeau ; and which said two lastly above described lots, (the superficies of the same) added together, from two arpents sixty-seven perches and three hundred and fourteen feet, more or less, described in the procès verbal of N. Lefrançois.

And which said lastly above described lot of land is now known and distinguished as being the centre part of the lot number three hundred and thirty-four, upon the official Cadastral plan, and in the book of reference thereto for the said Parish of l'Ange Gardien.

A certain lot of land of one arpent in front, measured according to the declivity of the land, by the depth which may be found starting from a line and boundry, which serves as the principal boundary of the said Peter Patterson, and extending to the middle of the stream known under the name of Rivière Farie, bounded on one side towards the South West by the windings of the river Montmorency, and at the other side at the North East line parallel to the said river, forming a superficies of thirteen arpents and a third, the whole more amply described in the procès-verbal of N. Lefrançois, P. L. S., remaining annexed to the deed of sale by Louis Bureau and ux<sup>or</sup>, to the said Peter Patterson, dated the eighteenth of December eighteen hundred and forty-five, and executed, before A. Campbell, Notary.

And which said lastly above described lot of land is now known and distinguished as being the north part of the lot number three hundred and thirty-four (334), upon the official Cadastral plan and in the book of reference thereto for the said Parish of l'Ange Gardien.

That certain extent of land mentioned on the plan annexed to the Deed of Exchange hereinafter referred to, designated under the letters L M I and G., bounded in front by low water, in rear by a line running S. G. E. ninety feet and a half, also designated upon the said plan as follows—Covered with water when the river is up in the spring of the year, being designated under the letter A, its members and appurtenances.

And which said lastly above described lot or extent of land is now known as being the north west part of lot number three hundred and thirty-four A upon the official Cadastral plan and in the book of reference thereto for the said Parish of l'Ange Gardien.

An emplacement situated in the said Parish of l'Ange Gardien, at the foot of the falls of Montmorency, consisting of all that may be found of land to be taken from eleven feet to the North East of the house occupied by Sieur et Dame Bureau, running towards the South West to the river Montmorency, by ninety feet in depth, bounded in front to the north by the new highway, on one side to the South West by the river Montmorency, and on the other side to the North East by other land belonging to the vendors, together with the houses and buildings thereon erected, circumstances and dependencies.

And which said lastly above described lot of land is now known and distinguished as being the North West part of the lot number three hundred and thirty four A, upon the official Cadastral plan and in the book of reference thereto for the Parish of l'Ange Gardien aforesaid.

A certain lot or piece of land situated in the said Parish of l'Ange Gardien, having eight perches, more or less in front, first range, by such depth as may be found from the river St. Lawrence at low water, going twelve feet from the summit of the cape, forming about fourteen arpents of a depth, the whole without guarantee of precise measurement, bounded in front to the south by the river St. Lawrence, at low water, and in rear to the North, to twelve feet beyond the summit of the Cape, to the North East side by François Vézina, and to the South West side by Jean Bte. Bourbeau, circumstances and dependencies; and which said last above described lot of land is now known and distinguished as being lot number three hundred and twenty upon the official Cadastral plan and in the book of reference thereto, for the Parish of l'Ange Gardien aforesaid.

That certain lot of land of an irregular form, situated in the first range of the Parish of l'Ange Gardien, near the Montmorency river, bounded to the North on the South line of the Queen's Highway, where the said lot has four perches in width, and running from thence, towards the South East, widening by a broken line, on the North East side, and by a straight line on the South West side, to the foot of the Cape, which forms the falls of the river Montmorency. To the West, from thence the said lot of land increasing towards the West following the foot of the Cape, until it reaches the North East border of the said river Montmorency, and continues from thence towards the South East between the broken line on the North East side of the North East border of the said river Montmorency, to high water mark of the river St. Lawrence, and from thence to the lower water of the said river, without however any kind of warranty as to the contents or measurement of the said land, but to be taken according to the vendors titles, bounded on one side to the North East by Etienne Bourbeau and partly by Prisque Vézina, and on the other side to the South West, partly by the Seminary of Quebec and partly by other land belonging to the Vendors.

And which said lastly above mentioned lot of land is now known and distinguished as being the North East part of lot number three hundred and thirty-four A upon the official Cadastral plan and in the book of reference thereto for the Parish of l'Ange Gardien aforesaid.

That certain lot of land of an irregular form, situated in the first range of the Parish of l'Ange Gardien, close to the said river Montmorency, in the Seigniory of Beaupré, in the county of Montmorency, containing three arpents and eighty-seven perches in superficies, (without including a part of the irregularity of the falls of Montmorency which has not been chained), and deduction made of the superficies of the new road of the suspension bridge which traverses the lot of land now sold, and the lot of land situated on the South line of the said highway where there is constructed a lime kiln. The said new road marked in yellow upon the plan annexed to the deed of sale herein after referred to: also the lot of ground upon which the lime kiln is constructed, in green upon the said plan; containing three perches and a half in front by three perches and a half in depth which is not included in this present sale, but is expressly reserved, it being well understood between the parties that the said lot of land so reserved is only reserved, in favor of the said Louis Bureau for the purpose of making lime, and that the moment that the said Louis Bureau or his children, who may replace him in the paternal house, cease to make lime, the said lot of land shall belong without any other consideration but that in the deed of sale herein after mentioned set forth, to the present purchaser and assigns, (the whole as is set forth in the deed of sale herein after mentioned and upon the terms therein set forth), bounded in front to the South East by the river Montmorency, to North West partly by the high way now used, and partly by the land of Louis Bureau above reserved for his lime kiln, to the North East by the land sold on the eleventh of July above mentioned by the said Louis Bureau and uxor, and on the South West side by property belonging to the Estate of the said Peter Patterson, its circumstances and dependencies. The whole as designated on the plan and *procès verbal* of the same made by N. V. Lefrançois, surveyor, dated the twenty-sixth of November, eighteen hundred and fifty-seven, annexed to the deed of sale.

And which shall lastly above described lot of land is now known and distinguished as being the centre part of the lot number three hundred and thirty-four A upon the official Cadastral plan and in the book of reference thereto for the Parish of l'Ange Gardien aforesaid.

A certain beach lot is situated at the foot of Montmorency Falls, in the Parish of l'Ange Gardien, supposed to contain sixty arpents and thirty-eight perches in superficies, according to a certain plan and report made by Nicholas V. Lefrançois, Land Surveyor, on the twenty-fourth October, eighteen hundred and sixty-three, bounded towards the North to the Montmorency Falls, towards the South to the line of low water mark of the river St. Lawrence, towards the South West of the Seigniorial Line between the Seigniory of Beaupré and that of Beauport, towards the North East to Louis Bureau or representatives.



And which said lastly above described lot of land is now known and distinguished as being the lots numbers three hundred and twenty-seven (327) and three hundred and thirty-four B (334 B), upon the official Cadastral plan and in the book of reference thereto for the Parish of l'Ange Gardien aforesaid.

Another lot of land situated in the said Parish of l'Ange Gardien, in the said County of Montmorency, in the first range of the said parish, bounded in front towards the South by the high water mark of the river St. Lawrence, in depth towards the North East by the lot number three hundred and twenty-four, and towards the East by the lot number three hundred and nineteen, and towards the West by the lot number three hundred and twenty-three, measuring in front one arpent and two perches, and two arpents and five perches in depth, at which said depth the said lot is eight perches and five feet wide, containing sixty-two perches, and one hundred and sixty-two feet in superficies.

And which said lot is now known as being the lot number three hundred and twenty-five (325) upon the official Cadastral plan and in the book of reference thereto for the said Parish of l'Ange Gardien, in the said County of Montmorency.

## COUNTY OF QUEBEC.

### PARISH OF BEAUPORT.

A lot of land known as lot Number Two hundred and nineteen A (219 A) upon the Official Cadastral Plan and in the Book of Reference thereto for the said Parish of Beauport, being an emplacement at the foot of the Falls, measuring four perches and fifteen feet in front and seven perches and six feet in depth, more or less, with buildings thereon erected; with the reserve in favour of the proprietor of lot Number Two hundred and nineteen (219) of the said Cadastre of a right of passage on foot and with vehicles at all times on the North East side by a road nine feet wide which shall be left free and open for the wants of the proprietor of said lot (No. 219) Two hundred and nineteen of the said Cadastre for the said Parish of Beauport, as acquired by the said Montmorency Electric Power Company from Ed. Trudel by Deed of Sale passed before J. D. Marcoux, Notary Public of Beauport, on the twenty-fifth day of January Eighteen hundred and ninety-four and registered at Quebec on the twenty-fifth day of the same month under the No. 91,269.

All that part of the lot of land known under the Number One hundred and seventeen (117) upon the Official Cadastral Plan of the said Parish of Beauport, extending from the line of the Quebec, Montmorency and Charlevoix Railway Company up to the South extremity of the said lot, measuring about thirty feet in front on the depth that there may be up to the South end of said lot; bounded on one side to the North East by Ed. O'Brien and to the South West by Isaïe Laplante, with the reserve of the right of passage in favour of Napoleon Binet, his heirs and assigns at all times on foot and with vehicles on the said ground along the North East line thereof

to communicate from the highway to the remaining portion of said lot number One hundred and seventeen, as acquired by the said Montmorency Electric Power Company from Napoleon Binet by Deed of Sale passed before J. D. Marcoux, Notary Public at Beauport on the thirteenth day of January Eighteen hundred and ninety-four and registered at Quebec on the twenty-fifth day of the same month under the No. 91,266.

The said Vendors also selling and transferring unto the said Purchasers hereto accepting, viz. :—

The right of planting or erecting poles and of fixing wires and electric or other appliances, the right of passage and other rights and servitudes acquired by the said Vendors in and by or resulting from the following Deeds, and affecting the property therein described, viz. :—

A Deed of Constitution of Servitude by Dame Marie Giroux wife of Grégoire Couture, in favour of the said Montmorency Electric Power Company passed before J. D. Marcoux, Notary Public at Beauport, on the thirtieth day of November Eighteen hundred and ninety-three and registered at Quebec on the fourth day of December of the same year under No. 91,028.

A Deed of Constitution of Servitude by Sylvain Parent in favour of the said Montmorency Electric Power Company, passed before J. D. Marcoux, Notary Public, on the twenty-first day of April Eighteen hundred and ninety-four and registered at Quebec on the twenty-fifth day of the same month under No. 91,872.

A Deed of Constitution of Servitude by Frs. Marcoux and others in favor of the said Montmorency Electric Power Company, passed before J. D. Marcoux, Notary Public, on the twenty-sixth day of October, Eighteen hundred and ninety-three, and registered at Quebec on the fourth day of December of the same year under the No. 91,027.

A Deed of Constitution of Servitude by Jos. Grenier and others in favor of the said Montmorency Electric Power Company passed before J. D. Marcoux, Notary Public, on the twenty-sixth day of October, Eighteen hundred and ninety-three, and registered at Quebec on the fourth day of December of the same year under the No. 91,026.

A Deed of Constitution of Servitude by Frs. Lafleur and others in favor of the said Montmorency Electric Power Company passed before J. D. Marcoux, Notary Public, on the twenty-second day of January, eighteen hundred and ninety-four, and registered at Quebec on the twenty-fifth day of the same month under the No. 91,268.

A deed of Constitution of Servitude by J. B. Paré and others in favor of the said Montmorency Electric Power Company, passed before J. D. Marcoux, Notary Public, on the twenty-second day of January, eighteen hundred and ninety-four, and registered at Quebec on the twenty-fifth day of the same month under the No. 91,267.

A Deed of Constitution of Servitude by Jos. Rob. Racey, in favor of the said Montmorency Electric Power Company, passed before J. D. Marcoux, Notary Public, on the twenty-ninth day of May, eighteen hundred and ninety-four, and registered at Quebec on the first of June of the same year under the No. 92,129.

A Deed of Constitution of Servitude by The Honourable Philippe Landry and George Alford, in favor of the said Montmorency Electric Power Company, passed before J. D. Marcoux, Notary Public, on the twenty-third day of March, eighteen hundred and ninety-five, and registered at Quebec on the twenty-fifth day of the same month under the No. 93,789.

A Deed of Constitution of Servitude by Leon Poulin and others in favor of the said Montmorency Electric Power Company, passed before J. D. Marcoux, Notary Public, on the fourth day of June, eighteen hundred and ninety-four and registered at Quebec on the sixth day of June of the same year under the No. 92,158.

A Deed of Constitution of Servitude by Jean Mathieu and others in favor of the said Montmorency Electric Power Company, passed before J. D. Marcoux, Notary Public at Quebec, on the thirtieth day of November, eighteen hundred and ninety-three, and registered at Quebec on the fourth day of December of the same year under the No. 91,029.

A Deed of Agreement between Les Sœurs de la Charité and the said Montmorency Electric Power Company, passed before L. P. Sirois, Notary Public at Quebec, on the third day of July, eighteen hundred and ninety-four, and registered at Quebec on the fifth day of the same month under the No. 92,323.

A Deed of Agreement between Le Séminaire de Québec and the said Montmorency Electric Power Company, passed before L. P. Sirois, Notary Public at Quebec on the twenty-second day of June Eighteen hundred and ninety-four and registered at Quebec on the fifth day of July of the same year under the No. 92,322.

It being understood that nothing herein contained shall be construed as selling what is known as the "Church lot" near the toll-gate on the Queen's Highway in the said Parish of Beauport; together with the machinery, plant and other gear belonging to the said Montmorency Property and as acquired by the said Montmorency Electric Power Company from Andrew Thomson by Deed of Conveyance passed before E. G. Mercedith, Notary Public on the seventh of December Eighteen hundred and ninety-two, registered at Quebec on the third of January Eighteen hundred and ninety-three and in the Registry Office for the County of Montmorency on the fifth of January of the same year, and together with all the machinery, plant, poles, wires, lamps, motors, stores and generally all the moveable property of the said Montmorency Electric Power Company wherever the same is situated, also all the sums of money due to the said Montmorency Electric Power Company which have accrued since the sixteenth day of August last [1898] whether for the supply of electricity or power or rent of property or other cause whatsoever.

To have and to hold the above described and hereby sold real estate, property and premises with all and every the appurtenances and dependencies thereunto belonging of every nature and kind whatsoever erected thereon or thereunto in anywise belonging, together with the hereinafter mentioned and hereby transferred Leases unto the said Purchaser and

assigns forever, with the right to enter upon and take possession of the same at the time hereinafter mentioned, subject however to all the reserves and conditions hereinafter mentioned, and also subject on the part of the said Purchaser and assigns to all and every the terms, conditions, provisions, reserves and stipulations mentioned and set forth or resulting under the terms mentioned in the following Deeds of Sale and Conveyance, Leases or Agreements or other the Deeds of Agreement hereinabove mentioned, of which said Deeds the said Purchaser declares to have a perfect knowledge having taken communication thereof, which said Leases or Agreements and all sums of money to become due and payable thereunder from the sixteenth day of the month of August last [1898] and all the rights, claims and interests of the said Vendors thereunder are hereby sold and transferred to the said Purchasers as forming part of the present Sale, the said Purchasers hereby assuming all the obligations of the said Vendors under the Titles to the said property hereby sold as also all the obligations of the said Vendors under any Leases or Agreements mentioned herein from the date last above mentioned, that is to say :

1st. A certain emphyteutic lease of land, water-power and other rights by Peter Patterson Hall and others in favor of Charles Ross Whitehead which was passed before E. G. Meredith, notary public at Quebec, on the fourth day of June, eighteen hundred and eighty-nine, under the notarial No. 3728, and registered in the registry office for the registration division of Quebec, on the eighteenth day of the said month of June, [1889] the unexpired term of which said emphyteutic lease and all the rights and obligations of the said Charles Ross Whitehead having been transferred by him to the Montmorency Cotton Manufacturing Company, limited, under a certain deed of transfer [to which Andrew Thomson was an intervening party] bearing date and passed before E. G. Meredith, notary public on the third day of the month of December, eighteen hundred and ninety-two and registered at Quebec, on the sixth day of the said month of December, [1892].

2nd. A certain deed of agreement [or supplementary deed to the aforesaid emphyteutic lease] made between the said Andrew Thomson and the said Charles Ross Whitehead bearing date and passed before E. G. Meredith, Notary Public on the twenty-ninth day of November, eighteen hundred and ninety-two, and registered at Quebec, on the first day of the month of December of the same year [1892].

3rd. A deed of emphyteutic lease by the said Montmorency Electric Power Company to the Montmorency Cotton Manufacturing Company, executed before W. N. Campbell, Notary Public on the tenth day of January, eighteen hundred and ninety-four, under the Notarial No. 2708, duly registered at Quebec, on the nineteenth day of January of the same year [1894] under the No. 91,225.

4th. A certain emphyteutic lease by the said Montmorency Electric Power Company in favor of the said Charles Ross Whitehead, executed before W. N. Campbell, Notary Public, on the said tenth day of January [1894] under the Notarial No. 2709, registered at Quebec, on the nineteenth day of said month of January under No. 91,226.

5th. A certain lease by the said Montmorency Electric Power Company to Herbert Molesworth Price, executed before W. N. Campbell, Notary Public, on the twenty-eighth day of April, one thousand eight hundred and ninety-four under the Notarial No. 2739.

6th. A deed of trust and mortgage by the said Montmorency Electric Power Company to James King and Henry T. Machin, as trustees, as therein mentioned, passed before E. G. Meredith, Notary Public at Quebec, on the eighth day of March, eighteen hundred and ninety-three, registered in the registry office, for the Registration Division of Quebec on the sixteenth day of the same month under the No. 89,448 and in the Registry Office for the County of Montmorency, on the twenty-first day of the same month under the No. 4644.

7th. A deed of lease by the Montmorency Electric Power Company to Theophile Bureau, passed before W. N. Campbell, Notary Public at Quebec, on the third of May, eighteen hundred and ninety-three under the Notarial No. 2497.

8th. A Deed of Agreement between the said Montmorency Electric Power Company and the Montmorency Cotton Manufacturing Company, Limited, passed before E. G. Meredith, Notary Public, on the thirteenth day of August eighteen hundred and ninety-seven under the Notarial No. 6377—duly registered at Quebec on the twenty-third day of August of the same year, [1897] under the No. 98,503.

9th. A Deed of Agreement between the said Montmorency Electric Power Company and the Quebec North Shore Turnpike Trust, passed before E. G. Meredith, Notary Public at Quebec on the twenty-seventh of August last [1898] under the Notarial No. 6589.

10th. A resolution adopted at a special meeting of the Council of the Municipality of Beauport held on the eleventh day of November Eighteen hundred and ninety-two, with respect to the Municipal taxes on the property of the said Montmorency Electric Power Company, revoking a Resolution adopted at a special meeting of said Council held on the thirty-first of October Eighteen hundred and ninety-two and replacing it by the Resolution on said eleventh of November, Eighteen hundred and ninety-two; a public Notice of said resolution having been given by the Secretary-Treasurer of the said Municipality of the Parish of Beauport on the twelfth day of November Eighteen hundred and ninety-two.

11th. A Lease of what is called "The Farm" to one Curtis Billing.

12th. A Lease of a dwelling house and dependencies to Leslie G. Craig.

13th. A Lease of the property called the "Boarding House" in favor of The Montmorency Cotton Manufacturing Company.

The said Vendor hereby selling, transferring and making over unto the said Purchaser all their rights, claims, demands, interests and privileges resulting from or derivable under the aforecited Emphyteutic Leases or other Leases or Agreements and the aforecited Deeds of Sale and Deeds of Agreement, and both hereby constitute and appoint the said Purchaser their true and lawful Attorney irrevocable in the premises with full power to ask, demand, sue for, recover and receive all and

every the sum or sums of money to become due and payable under the Deeds above mentioned or the said Leases or any of them, and for the purposes of the present Transfer and Assignment the said Vendor doth hereby substitute and subrogate the said Purchaser and assigns in the place and stead of them the said Vendors and in all their right, title, interest, demand and privileges resulting from or derivable under the aforesaid Deeds of the said Leases or any of them

The present Sale is moreover made subject on the part of the said Purchasers and assigns to all, each and every, the stipulations, provisoes, reserves and conditions mentioned and set forth in the various Title Deeds to the said real estate in favor of the *Auteurs* of the said Vendors, copies of which said several Title Deeds to the said property having been delivered by the said Vendors to the said Purchasers at the time of the execution hereof, the receipt whereof is hereby acknowledged, and with all of which the said Purchasers declare to be content and satisfied having taken communication thereof.

And further the said Vendors did declare to have sold, assigned, transferred and made over and by these presents do sell, assign, transfer and make over unto the said Purchaser all their right, title and interest to a certain tract of land on the banks of Lac des Neiges and that portion of River des Neiges included in the Lease made by the Government of the Province of Quebec to the said Montmorency Electric Power Company dated the nineteenth day of July Eighteen hundred and ninety-seven.

The property hereby sold shall be delivered to the said Purchasers as soon as the present Deed shall have been approved by the Governor in Council as provided by the Act 58 and 59 Vic. Chap. 59 Sec. 15, and upon due payment of the purchase price as hereinafter provided.

And the said Montmorency Electric Power Company hereby undertakes and binds itself to complete the works and improvements now under construction at Montmorency Falls, viz : the completion of the dam, the covering of the eight-foot pipe with wood, the installing of a new water wheel and generator, being all the improvements contemplated at the time of the purchase, and the Montmorency Electric Power Company represents that according to the estimates of its Engineer that when completed a minimum of not less than three thousand three hundred electrical horse power shall be generated and deliverable at the Power Station at Montmorency.

The said Quebec, Montmorency and Charlevoix Railway Company will take the property moveable and immoveable hereby sold in the condition in which it shall be when deliverable [save however the guarantee hereinbefore given as to the termination of the works] and shall be entitled to all moneys earned, had and received by the said Montmorency Electric Power Company and all moneys payable to it in respect of the property hereby sold on, from and since the sixteenth day of August last, and all profits realized since that date, and shall be responsible for and chargeable with all moneys expended by the said Montmorency Electric Power Company for the purposes of the said business, and shall be responsible for all debts and liabilities incurred by the said Montmorency Electric Power Company for the purpose of running the said

business or in any way in connection therewith, the intention of the parties being that the business carried on by the said Montmorency Electric Power Company on, from and since the sixteenth day of August last shall be so carried on for the sole profit and advantage of the said Quebec, Montmorency and Charlevoix Railway Company, but at the sole risk, cost and charges of the said Quebec, Montmorency and Charlevoix Railway Company in the same manner and to the same effect as though the said business had been carried on by the said Quebec, Montmorency and Charlevoix Railway Company; and the said Quebec, Montmorency and Charlevoix Railway Company hereby undertakes, binds and obliges itself to indemnify and hold harmless the said Montmorency Electric Power Company from all liability of every nature and kind whatsoever incurred by the said Montmorency Electric Power Company in connection with the business carried on by it since the sixteenth day of August last, save and except always the cost of or any liability arising from the improvements now being carried on and which the said Montmorency Electric Power Company undertakes by this deed to complete; and until the said hereby sold property shall have been transferred to the said Quebec, Montmorency and Charlevoix Railway Company the Manager of the said Quebec, Montmorency and Charlevoix Railway Company shall be entitled to the supervision and control of the business of the said Montmorency Electric Power Company and the officers of the said Montmorency Electric Power Company shall obey all lawful orders of the Manager of the said Quebec, Montmorency and Charlevoix Railway Company, provided such power shall not apply to the improvements now being carried on and the cost of which is to be borne by the said Montmorency Electric Power Company—the said Montmorency Electric Power Company hereby undertakes to pay and satisfy all debts incurred by it previous to the sixteenth day of August last, save and except the bonded indebtedness of the said Montmorency Electric Power Company as hereinafter specified, and debts incurred for plant or supplies received since the sixteenth of August last [1898] but hereby agrees to pay the interest<sup>t</sup> on its said bonds accrued prior to the said sixteenth day of August last, the said Quebec, Montmorency and Charlevoix Railway Company undertaking to pay and satisfy all interest accrued and to accrue from and since the sixteenth day of August last, together with the capital as hereinafter specified.

After the said Montmorency Electric Power Company shall have paid the interest on its bonds to the sixteenth day of August last and all debts and liabilities due by it [save the capital of its bonded indebtedness and any debts incurred for plant or supplies since the sixteenth of August last] and the costs of the improvements which it has undertaken to complete, and a dividend upon its stock from the first of June to the sixteenth day of August last at the rate of six per cent per annum, it shall pay over to the Quebec, Montmorency and Charlevoix Railway Company the surplus, if any, of the moneys on hand and shall transfer any remaining assets of any nature or kind whatsoever it may be possessed of.

The said Montmorency Electric Power Company shall pay the proportion of Municipal and school taxes and other chages

including Insurance upon the property hereby sold, accrued, payable or due up to the sixteenth day of August last and the said Quebec, Montmorency and Charlevoix Railway Company shall pay all municipal, school and other taxes or charges payable upon the said property after the said date and shall repay to the said Montmorency Electric Power Company the proportion of all such taxes, Insurance and charges which may have been paid by it, chargeable in respect of the time elapsed or to elapse on from and after the said sixteenth day of August last.

The present Sale is thus made subject on the part of the said Purchasers to the payment of all constituted rents representing seigniorial dues and all other rents to which the said properties may respectively be liable, warranted free and clear of all arrears of such constituted or other rents up to the said sixteenth day of August last.

The property hereby sold shall be from the date of the present Deed at the risk of the said Quebec, Montmorency and Charlevoix Railway Company and the said Montmorency Electric Power Company shall not be responsible for any loss or deterioration which the same may suffer from any cause whatsoever, save and except any damage to the improvements contracted to be completed by the said Montmorency Electric Power Company, for which the Montmorency Electric Power Company shall remain responsible till completion of each such works respectively.

#### PRICE.

The present Sale is thus made for the price or sum of One Million five hundred thousand Dollars, payable as follows:—

1. The sum of Five hundred thousand Dollars in and by first Mortgage Bonds of the said Quebec, Montmorency and Charlevoix Railway Company bearing Interest at the rate of five per cent per annum payable semi-annually on the first of June and first of December and maturing on the first of June One thousand nine hundred and twenty-three, the Interest on the said Bonds to be payable from the sixteenth of August last [1898] including said day.

2. The said Quebec, Montmorency and Charlevoix Railway Company hereby undertakes to pay in principal and Interest the present bonded indebtedness of the Montmorency Electric Power Company amounting to the sum of Five hundred thousand Dollars bearing Interest at the rate of five per cent per annum when and as such Interest and principal respectively become due and payable, the Interest on said sum to be paid from the sixteenth of August last [1898] and the said Quebec, Montmorency and Charlevoix Railway Company hereby assumes, as its own debt the said bonds, hereby covenanting and agreeing that all and singular the obligations and undertakings of the said Montmorency Electric Power Company towards the holders of Bonds issued by it according to the tenor of such Bonds and towards the Trustees of such Bonds shall be carried out and fulfilled to the entire exoneration of the said Montmorency Electric Power Company.



And as to the balance of the said purchase price, to wit: the sum of Five hundred thousand Dollars, the Quebec, Montmorency and Charlevoix Railway Company undertakes to pay the same by delivering to the said Montmorency Electric Power Company or any person or persons named by the said Company, five thousand shares of One hundred Dollars each of fully paid up unassessable ordinary stock of the said Quebec, Montmorency and Charlevoix Railway Company, such stock being part of the unissued stock of the said Quebec, Montmorency and Charlevoix Railway Company now in the Treasury, and such stock to carry with it the right to any dividend, or proportion of dividend earned, declared or paid since the sixteenth of August last [1898].

The said Quebec, Montmorency and Charlevoix Railway Company hereby covenants and undertakes and warrants, with the said Montmorency Electric Power Company and the shareholders thereof, that the first mortgage bonds of the said Quebec, Montmorency and Charlevoix Railway Company to be given in payment of the present purchase, are part of an issue of Bonds duly authorized and which with the Bonds issued or to be issued to pay and redeem the bonds of the said Montmorency Electric Power Company assumed by the said Quebec, Montmorency and Charlevoix Railway Company amount in the whole to Two Million five hundred thousand Dollars and such bonds shall rank concurrently on all the property of the said Quebec, Montmorency and Charlevoix Railway Company including that purchased by the present deed [saving the prior rank of the bonds issued by the Montmorency Electric Power Company upon the property hereby sold] and the said Quebec, Montmorency and Charlevoix Railway Company further covenants that they shall not issue any further or additional bonds which shall rank concurrently with the bonds now issued or hereafter to be issued for the purpose of paying the price of the present purchase—unless the consent of a majority in value of the Bondholders for the time being be first obtained.

And the said Quebec, Montmorency and Charlevoix Railway Company further covenants that it will, either exchange the Bonds of the said Montmorency Electric Power Company now outstanding or any of them at the option of each and every holder thereof, for bonds issued by the said Quebec, Montmorency and Charlevoix Railway Company of a like amount and bearing interest at five per cent per annum, which bonds shall rank concurrently with all its present issue, or shall pay and satisfy the bonds of the Montmorency Electric Power Company in principal and Interest when and as the same shall fall due and that so long as the bonds of the said Montmorency Electric Power Company are outstanding unexchanged and unredeemed and to the extent that such bonds are outstanding the said Quebec, Montmorency and Charlevoix Railway Company shall not negotiate or put upon the market bonds to a larger amount than the above mentioned sums of One Million five hundred thousand Dollars already issued, Five hundred thousand Dollars undertaken to be issued and the amount of the redeemed or exchanged bonds of the said Montmorency Electric Power Company.

And the said vendor doth hereby covenant and agree to do all such further acts and to sign and execute all such further deeds or instruments in writing as may be required or necessary in order to transfer and convey the whole of the real estate, property and premises and rights above described and hereby sold, or intended so to be, unto the said purchaser according to the true intent and meaning of these presents.

THUS DONE AND PASSED at the said City of Quebec on the fifteenth day of the month of September in the year of Our Lord one thousand eight hundred and ninety-eight under the number six thousand five hundred and ninety-seven of the Minutes of the said Notary, and signed by the said parties hereto and by me the said Notary, these presents having been first duly read according to law.

“H. T. MACHIN.”

“H. J. BEEMER,  
*President.*”

“ERNEST F. WURTELE.”

“E. G. MEREDITH, N.P.”