



CHAPTER 13

An Act to ratify a contract between the Government of the Province and *L'Hospice Saint-Joseph de la Délivrance*, respecting the custody, care and maintenance of children in its industrial school

[Assented to, the 29th of April, 1941]

HIS MAJESTY, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows:

1. The contract respecting the custody, care and maintenance of children in *L'Hospice Saint-Joseph de la Délivrance*, of Lévis, passed on the third day of November, nineteen hundred and thirty-five, before Émile Delâge, notary, under the number 2602 of his minutes, between the Government of the Province of Quebec and *L'Hospice Saint-Joseph de la Délivrance*, and reproduced as an annex to this act, is approved and ratified as from the 3rd of November, 1935. Contract
ratified.
2. This act shall come into force on the day of its sanction. Coming into
force.

ANNEX

On the third day of the month of November, in the year one thousand nine hundred and thirty-five,

Before Émile Delâge, the undersigned Notary Public for the Province of Quebec, Canada, residing and practising in the city of Quebec,

Appeared:

His Majesty the King, herein represented by the Honourable Athanase David, of the city of Montreal, advocate, King's Counsel and Secretary and Registrar of the Province of Quebec, authorized for the purposes hereof by an Order of the Lieutenant-Governor of the Province of Quebec in Council, No. 2916, dated the twenty-third day of October, 1935, and approved on the twenty-fifth day of October, 1935, by His Honour the Lieutenant-Governor, a copy whereof is annexed to the original of these presents;

Party of the first part,

AND

L'Hospice Saint-Joseph de la Délivrance, of Lévis, a body politic, incorporated by the act of the Legislature of the Province of Quebec, 45 Victoria, chapter 93, herein acting by the reverend sisters Athala Gosselin, called in religion Saint-François de Borgia and Marie-Julie Gagnon, called in religion Sainte-Apolline, in their respective capacities, of Superior and *Économe* of the said *Hospice*, authorized for the purposes hereof by a resolution passed on the 14th of October (1935), a certified copy of which is hereto annexed;

Party of the second part.

Which parties have entered into the following stipulations and agreements, that is to say:—

1. *L'Hospice Saint-Joseph de la Délivrance*, duly authorized by His Grace Monseigneur Omer Plante, administrator of the diocese of Quebec, agrees to receive, lodge, maintain, feed, clothe and teach all the children of both sexes who will be sent to its industrial schools known as *L'Hospice Saint-Joseph de la Délivrance*, of Lévis; to instruct them in all work suitable to their age and oblige them to perform the same and, in fact, so to deal with them as to give complete satisfaction and to carry out the purpose for which the said schools have been established. Furthermore the said *Hospice Saint-Joseph de la Délivrance* agrees to give them all the necessary care, as well in health as in sickness, and, for the greater benefit of such children, may transfer certain groups to one of its country establishments, and, in case of death, it undertakes to have buried at its expense all the bodies of children which have not been claimed by their families.

2. The said industrial school shall be submitted and be subject to the laws in force in this Province and to those which may in future be passed, as also to all the laws respecting Government inspection and superintendence.

3. In case any of the children confided to it should escape, the said *Hospice Saint-Joseph de la Délivrance* shall be obliged to apprehend them and have them brought back at its own expense.

4. The said *Hospice Saint-Joseph de la Délivrance* shall be obliged to furnish to the Department of the Provincial Secretary of Quebec a weekly report in which it shall give the dates of entry, of escape, of temporary release, of readmission, of final discharge, as well as that of the death of each of the said children.

5. In default by the said *Hospice Saint-Joseph de la Délivrance* to furnish the said weekly report, the Government shall have the right to retain a sum representing the board of the children whose places shall have remained vacant owing to the fact that the report has not been filed with the Department of the Provincial Secretary in compliance with the provisions of the above-mentioned clause, for the time during which such places shall so remain vacant.

6. The said *Hospice Saint-Joseph de la Délivrance* shall comply with the instructions which the inspectors of asylums and the Provincial Secretary of Quebec may give it, from time to time, provided that the carrying out of such instructions shall not have the effect of appreciably increasing the cost of maintenance of the children.

7. The said *Hospice Saint-Joseph de la Délivrance* shall be further bound to furnish the Provincial Secretary with a copy of the contract of apprenticeship or for domestic service of each child placed by it outside of the said industrial school.

8. In addition to the persons authorized by law so to do, it shall be lawful for the judges of the Sessions of the Peace, the members of the Legislative Council and of the Legislative Assembly of the Province, the members of the Executive Council, as well as the bishop of the diocese, his *grands vicaires* and other persons authorized by the said bishop, at any time to visit, at reasonable and suitable hours, the said industrial school so kept by the said *Hospice Saint-Joseph de la Délivrance*.

9. In default by the said *Hospice Saint-Joseph de la Délivrance* to carry out the clauses and conditions hereinbefore stipulated, this contract shall become null and void for all legal purposes.

10. The present contract is made for a term of ten years, to be computed from the first of July last (1935), and shall expire on the first of July, nineteen hundred and forty-five.

11. The Government of the Province of Quebec undertakes, on its part, to pay annually to the *Hospice Saint-Joseph de la Délivrance*, at the office of the Provincial Treasurer, a sum of one hundred and thirty dollars (\$130.00), *per capita*, for each of the said children for the time of his or her detention, the payments to be made monthly between the first and the twelfth of each month.

12. It is understood that this contract shall have force and effect only in so far as it shall have been ratified and confirmed by Order-in-Council and by an act of the Legislature of the Province of Quebec.

And herein intervened His Grace Monseigneur Omer Plante, Bishop of Dobero, acting in his capacity of administrator of the diocese of Quebec, and as such in that of ecclesiastical superior of the said *Hospice Saint-Joseph de la Délivrance*, who, after having taken communication of the present contract, has declared that he approves and ratifies the same.

Whereof Acte, at Quebec, in the office of the undersigned notary, under the number two thousand six hundred and two of his minutes.

In testimony whereof, after due reading, the parties have signed with me, the said notary.

(Signed) ATHANASE DAVID,
 " J.-OMER PLANTE,
 Bp. of Dobero, Aux. Quebec,
 " ATHALA GOSSELIN *dite*
 Sr. SAINT-FRANÇOIS DE
 BORGIA. *Supre*,
 " JULIE GAGNON *dite* Sr. SAINTE-
 APOLLINE, *Éco*.
 " ÉMILE DELAGE, N. P.

True copy of the original remaining of record in my office,

ÉMILE DELAGE, N. P.

HOSPICE SAINT-JOSEPH DE LA DÉLIVRANCE
LÉVIS

At a meeting of the Council of the Sisters of Charity of *L'Hospice Saint-Joseph de la Délivrance*, of the city of Lévis, held on the fourteenth day of October, nineteen hundred and thirty-five:

It was unanimously resolved:

That Sister Athala Gosselin *dite* Sister Saint-François de Borgia, Superior, and Sister Marie-Julie Gagnon, *dite* Sister Sainte-Apolline, *Économe*, be and are hereby authorized to sign a renewal of the contract between the Provincial Government and *L'Hospice Saint-Joseph de la Délivrance*, of Lévis, for the custody and maintenance of the children in the certified industrial school of the said *Hospice*, the whole upon the charges, clauses and conditions agreed upon with the Government and contained in a draft deed prepared by Mtre. Émile Delâge and approved by the Council of the Community.

(Signed) Sr. SAINT-FRANÇOIS DE BORGIA,
Supre.
“ Sr. SAINT-JOSEPH DE NAZARETH,
Asste.
“ Sr. SAINT-LÉON, *Cons.*

This is the resolution referred to in a deed of agreement between His Majesty the King and *L'Hospice Saint-Joseph de la Délivrance*, at Lévis, which has been verified by the party of the second part and by the undersigned notary before being attached to the said deed, *ne varietur*.

(Signed) ATHALA GOSSELIN *dite*
Sr. SAINT-FRANÇOIS DE
BORGIA, *Supre*,
“ JULIE GAGNON *dite*
Sr. SAINTE-APOLLINE, *Éco.*
“ ÉMILE DELAGE, N. P.

True copy,

ÉMILE DELAGE, N. P.

Copy of the report of a committee of the Honourable the Executive Council, dated the 23rd of October, 1935, approved by the Lieutenant-Governor on the 25th of October, 1935.

Respecting a contract to be entered into between the Government of the Province of Quebec and the reverend Grey Nuns.

2916.

The Honourable the Provincial Secretary, in a memorandum dated the 23rd of October (1935), recommends:

That he be authorized to sign, for and in the name of the Government, a contract to be entered into between the Government of the Province of Quebec and the Reverend Grey Nuns, for the maintenance of the children placed in *L'Hospice Saint-Joseph de la Délivrance*.

Certified,

(Signed) WM. LEARMONTH,
Assistant Clerk,
Executive Council.

True copy,

ÉMILE DELAGE, N. P.
