



CHAPTER 126

An Act to ratify a deed of agreement passed between the municipal corporation of the town of Jonquière, county of Chicoutimi, of the one part, and the Jonquière Pulp Company, of the other, and Price Brothers & Company Limited and the Quebec Municipal Commission, intervenants, and a resolution of the school commissioners for the municipality of the village of Jonquière, in the county of Chicoutimi, approving and ratifying the said deed of agreement

[Assented to, the 16th of March, 1939]

Whereas the Jonquière Pulp Company, a body politic Preamble.
and corporate, having its chief place of business in the town of Jonquière, owns within the limits of the said town certain properties consisting mainly of a mill and its dependencies for the manufacture of paper and cardboard and the properties of the said company have been valued, according to the valuation roll deposited according to law on the 7th of December, 1937, at eight hundred and ninety-three thousand nine hundred and sixty-three dollars and thirty-three cents;

Whereas the Jonquière Pulp Company, believing itself entitled to complain against the said valuation roll with respect to its properties which it deemed were valued too high, appealed therefrom to the municipal council of the town of Jonquière, giving for such purpose, in due time, the notice required by law, the said notice specially stating that the Jonquière Pulp Company would admit that a sum of five hundred and twenty-one thousand seven hundred and seventy-six dollars and seventy-eight cents would be fair as a valuation of its properties;

Whereas the Jonquière Pulp Company is a subsidiary of Price Brothers & Company Limited, a body politic and

corporate, having its chief place of business in the city of Quebec, the latter company operating a paper-mill within the limits of the town of Kenogami, contiguous to the town of Jonquière;

Whereas for a number of years considerable difficulties have existed between both these companies and the town of Jonquière;

Whereas, in fact, out of the total sum paid annually by the Jonquière Pulp Company and by Price Brothers and Company Limited to the Quebec Streams Commission for regulating the flow of River aux Sables for hydro-electric power purposes, the said companies submit the claim that the town of Jonquière should be called upon to pay for its share of the said regulating from which the municipal power house benefits for the same purposes, an annual sum of eight thousand three hundred dollars;

Whereas, further, the town of Jonquière takes from the River aux Sables and diverts by its waterworks a certain quantity of water which it sells to the city of Arvida and to the Canadian National Railways, and the Jonquière Pulp Company submits that it is thereby deprived of a corresponding portion of the electric power which would be produced by the said water if it were not diverted from its natural course and that the company is entitled to claim under this head an annual sum of three thousand five hundred dollars from the said town of Jonquière;

Whereas, in addition, the town of Jonquière needed, during the year 1930, certain properties belonging to the Jonquière Pulp Company, to erect thereon certain works necessary to the municipal power house and took possession of these lands with the company's authorization but without the conditions and details of purchase being yet settled and the said company would have a claim in this respect against the town of Jonquière;

Whereas, in order to give justice to the Jonquière Pulp Company respecting the valuation of its properties and to settle, in part absolutely and in part temporarily, the difficulties set forth in the three preceding paragraphs, the municipal council of the town of Jonquière, by resolution adopted on the 14th of February, 1938, and amended by resolution of the 7th of March, 1938, authorized a deed of agreement by the terms of which the valuation of the properties of the Jonquière Pulp Company is fixed at six hundred thousand dollars for ten years with option to the said company to improve or add to its immoveables up to the sum of three hundred thousand dollars, and, on the

other hand, the Jonquière Pulp Company would renounce, during the same space of time, any claim for damages, indemnity or compensation for the diversion of water from the River aux Sables as above set forth and for any contributory payment from the town of Jonquière for the regularization of the water of the said river, and, further, the said Jonquière Pulp Company would give a regular title to the town of Jonquière for the lands which the latter took possession of and which belonged to the said company;

Whereas, by the terms of the resolutions of the municipal council of the town of Jonquière dated the 14th of February and 7th of March, 1938, it was provided that a referendum to the property-owners who are ratepayers of the town of Jonquière be held to have them pronounce upon the expediency of the agreements forming the object of the said resolutions, and for such purpose the said municipal council, on the 21st of March, 1938, adopted a resolution fixing the date, formalities and procedure for such referendum;

Whereas, in accordance with the resolution of the municipal council of the town of Jonquière adopted on the 21st of March, 1938, the referendum therein contemplated was held on the 29th, 30th and 31st of March, 1938; that the majority of the said ratepayers who were property-owners then pronounced themselves in favour of the agreements contemplated and set forth in the resolutions of the 14th of February and 7th of March, 1938, of the municipal council of the town of Jonquière, and the said council, by a resolution passed and adopted on the 11th of April, 1938, approved and homologated the return of the officers in charge of the aforesaid referendum;

Whereas, to give effect to the aforesaid resolutions and to the opinion clearly expressed by the ratepayers who were proprietors at the time of the aforesaid referendum, the town of Jonquière and the Jonquière Pulp Company, by an authentic deed on the 18th of July, 1938, made and passed before J. G. Verreault, notary, under the number 9755 of his minutes, made an agreement to the following effect, to wit:

(a) The valuation of the properties of the Jonquière Pulp Company is fixed for a period of ten years at the sum of six hundred thousand dollars, with option to the said company to make improvements and additions to its properties to the extent of a sum of three hundred thousand dollars;

(b) For the same period of ten years, the town of Jonquière cannot be called upon to pay any contributory share for regulating the flow of River aux Sables for hydro-electric power purposes for its municipal plant;

(c) During the same period of ten years, the Jonquière Pulp Company renounces any claim for damages, indemnity or compensation against the town of Jonquière for any diversion of water from River aux Sables to the extent of two million gallons of water per day, which water is diverted by the town of Jonquière and sold by it to the city of Arvida and to the Canadian National Railway Company;

(d) The Jonquière Pulp Company definitely cedes to the town of Jonquière certain land of which the latter had taken possession without an understanding having been possible hitherto as to the conditions of purchase;

Whereas Price Brothers & Company has intervened in the above-cited deed of agreement to ratify and confirm the said deed of agreement for all legal purposes, in order that it be given effect and carried out according to its form and tenor;

Whereas the town of Jonquière being under the control of the Quebec Municipal Commission, the latter also intervened in the said deed to concur therein and give its consent;

Whereas the school commissioners for the municipality of the village of Jonquière, in the county of Chicoutimi, have, by resolution of the 7th of December, 1938, approved and ratified for all legal purposes the said deed of agreement, number 9755 of the minutes of J. G. Verreault, notary, accepting the valuation of six hundred thousand dollars as a basis for all school apportionments, taxes and assessments as if they had been parties to the said deed and for the reasons therein mentioned, the whole for a period of ten years, with the sole difference that, as regards the school board, the ten years will begin to run on the 1st of July, 1939;

Whereas the school commissioners for the municipality of the village of Jonquière, in the county of Chicoutimi, are under the control of the Quebec Municipal Commission and the latter has, by resolution dated the 15th of December, 1938, approved the said resolution of the 7th of December, 1938,—a copy of the said resolution of the School Commissioners for the municipality of the village of Jon-

quière, in the county of Chicoutimi, bearing the date of the 7th of December, 1938, and a copy of the resolution of the Quebec Municipal Commission of the 15th of December, 1938, giving the above-mentioned approval;

Whereas it is provided in the resolutions of the 14th of February and 7th of March, 1938, of the municipal corporation of the town of Jonquière, and in the resolution of the 7th of December, 1938, of the school commissioners for the municipality of the village of Jonquière, in the county of Chicoutimi, and in the deed of agreement of the 18th of July, 1938, number 9755 of the minutes of J. G. Verreault, notary, that the agreement forming the object of the said deed and the said deed would have to be confirmed by the Legislature of the Province of Quebec in order to give them full force and effect; and

Whereas such confirmation by the Legislature of the Province of Quebec is prayed for by the municipal corporation of the town of Jonquière and by the school commissioners for the municipality of the village of Jonquière, both approved by the Quebec Municipal Commission and with the approval of the ratepayers who are proprietors in the town of Jonquière; and

Whereas it is expedient to grant such prayer;

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

1. The resolutions and the contract described as follows:

a. A resolution adopted by the municipal corporation of the town of Jonquière on the 14th of February, 1938, as amended by a resolution of the 7th of March, 1938, for the purpose of fixing for ten years the valuation of the properties of the Jonquière Pulp Company, situated within the limits of the town of Jonquière, at six hundred thousand dollars, and of settling, in part absolutely, and in part temporarily, certain difficulties between the Jonquière Pulp Company and the municipal corporation of the town of Jonquière on the conditions therein detailed;

b. A resolution adopted by the school commissioners for the municipality of the village of Jonquière, in the county of Chicoutimi, on the 7th of December, 1938, whereby they approve and ratify for all legal purposes the deed of agreement described in paragraph *c* following;

c. A deed of agreement bearing date the 18th of July, 1938, passed before J. G. Verreault, notary, under number 9755 of his minutes, between the municipal corporation of the town of Jonquière, of the one part, and the Jonquière Pulp Company, of the other part, and Price Brothers & Company Limited and the Quebec Municipal Commission, intervenants, giving effect to the aforesaid resolution,—

Restriction. Are hereby approved and validated for all legal purposes, except that the delay of ten years therein mentioned shall be restricted to six years and that the Jonquière Pulp Company shall operate regularly and pay reasonable wages and salaries to its employees.

Coming into force.

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