



CHAPTER 123

An Act to ratify and confirm a deed of agreement entered into between the county corporation of Portneuf, the Canadian Pacific Railway Company and certain interested persons

[Assented to, the 12th of April, 1938]

WHEREAS the county corporation of Portneuf has, Preamble.
by its petition, represented:

That a deed of agreement was entered into between the Canadian Pacific Railway Company and the county corporation of Portneuf, and a certain number of owners of real estate situated in the parish municipalities of St. Basile, Ste. Jeanne de Neuville and Cap Santé, county of Portneuf, respecting certain county water-courses and the drainage of lands situated in the vicinity of the railway tracks of the Canadian Pacific Railway Company in the three aforesaid parishes;

That the majority, that is over two-thirds, of the persons interested in this question of the drainage of the aforesaid lands, have signed the said deed of agreement, a certified copy whereof is annexed to this act as Schedule A;

That doubts have arisen as to the legality and validity of the aforesaid deed of agreement;

That it would be in the public interest that the said deed of agreement be ratified, confirmed and declared valid for all legal purposes and declared obligatory as well for those who have signed as for those who have not signed it;

That the councils of the three aforesaid local municipalities have, by resolution, approved the said deed of agreement; and

Whereas it is expedient to grant the prayer of the said petition;

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

Validation of
certain deed
of agree-
ment.

1. The deed of agreement, a certified copy whereof is annexed to this act as Schedule A, entered into before Henri Lefebvre, notary, under No. 1371 of his minutes, between the corporation of the county of Portneuf, the Canadian Pacific Railway Company, and a certain number of rate-payers who are owners of lands situated in the municipalities of the parish of St. Basile, the parish of Ste. Jeanne de Neuville and the parish of Cap Santé, county of Portneuf, is hereby ratified, confirmed and declared valid and legal for all purposes, and is as compulsory for those interested who have not signed it as for those who have signed it, as well as for the representatives of both.

Pending
cases.

2. This act shall not apply to cases and claims now pending.

Coming into
force.

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

SCHEDULE A

Before the undersigned Notary Public, practising and residing in the village of St. Basile, county of Portneuf, Province of Quebec,

APPEARED:

1. The Canadian Pacific Railway Company, a body politic and corporate, having its principal place of business in the city and district of Montreal, acting in the present contract by D'Alton Corry Coleman, its vice-president, and Frederick Bramley, its secretary, duly authorized hereto by the by-laws of the said company, hereinafter called "the Company"; and

2. The Corporation of the County of Portneuf, in this contract acting by Mtre. Edouard Hamel, warden of the said county, and Alfred Naud, secretary-treasurer of the said county, hereto duly authorized in virtue of a resolution adopted by the corporation of the said county on the ninth day of March, 1938, a certified copy whereof is annexed to these presents duly signed by the said notary for identification, hereinafter called "the Corporation"; and

3. Mendoza Laroche, Mendoza Richard, Dame Hildevert Hardy (née Amanda Leclerc), Arthur Ed. Frenette,

Hildevert Hardy, Mendoza Bédard, Alfred Hardy, Joseph Mottard, Ed. Lefebvre, Samuel Derome, Eugène Bédard, Widow Joseph Lefebvre, Donat Germain, Armand Germain, Ovide Hardy, Victor Bédard, Clovis Leclerc, Widow Jean Ferd. Leclerc (née Corinne Langlais), J. Arthur Latulippe, Clovis Leclerc, Widow E. Germain (née Cordélia Leclerc) and Ovila Paquet, all farmers, of the parish of St. Basile, county of Portneuf, and

4. Wilbrod Julien, Melvilla Laroche, Antonio Bussièrès, Georges Laroche, Melville Laroche, Charles Frenette, Armand Julien, Louis Hardy, Widow Jean Germain (née Arthémise Matte), all farmers, of the parish of Ste. Jeanne de Neuville, county of Portneuf; and

5. Cyriac Laroche, Edmond Delisle, Ulric Delisle, Hercule Laroche, Mendoza Richard, Germain Germain, François Lesage, Ludger Hardy, Antonio Bertrand, Adélaré Piché and Rosario Piché and Lucien Doré, all farmers, of the parish of Cap Santé, county of Portneuf,

Who declared as follows:—

Whereas certain differences have arisen in the past between the parties to this contract respecting the drainage of the lands hereinafter described situated in the neighbourhood of the Company's tracks in the parishes of St. Basile, Cap Santé and Ste. Jeanne de Neuville;

Whereas with the object of settling such differences amicably the parties to the present contract have covenanted among themselves to adopt certain measures and carry out certain work as hereinafter described, in order to improve the system of drainage in the said locality;

Whereas the said Mendoza Laroche is owner of lot No. 1 of the cadastre of the parish of St. Basile; the said Mendoza Richard is owner of lot No. 2 of the cadastre of the parish of St. Basile; the said Dame Hildevert Hardy (née Amanda Leclerc) is owner of lot No. 3 of the cadastre of the parish of St. Basile; the said Arthur Ed. Frenette is owner of lot No. 4 of the cadastre of the parish of St. Basile; the said Hildevert Hardy is owner of lot No. 5 of the cadastre of the parish of St. Basile; the said Mendoza Bédard is owner of lot No. 6 of the cadastre of the parish of St. Basile; the said Alfred Hardy is owner of lot No. 7 of the cadastre of the parish of St. Basile; the said Joseph Mottard and Ed. Lefebvre are owners of lot No. 8 of the cadastre of the parish of St. Basile; the said Samuel Derome is owner of lot No. 9 of the cadastre of the parish of St. Basile; the said Eugène Bédard is owner of lot No. 10 of the

cadastre of the parish of St. Basile; the said widow Joseph Lefebvre is owner of lot No. 11 of the cadastre of the parish of St. Basile; the said Donat Germain is owner of lot No. 12 of the cadastre of the parish of St. Basile; the said Armand Germain is owner of lots Nos. 13 and 14 of the cadastre of the parish of St. Basile; the said Ovide Hardy is owner of lot No. 15 of the cadastre of the parish of St. Basile; the said Victor Bédard is owner of lot No. 16 of the cadastre of the parish of St. Basile; the said Clovis Leclerc is owner of lot No. 17 of the cadastre of the parish of St. Basile; the said Dame Widow Jean Ferd. Leclerc (née Corinne Langlais) is owner of lot No. 18 of the cadastre of the parish of St. Basile; the said J. Arthur Latulippe and Clovis Leclerc are owners of lot No. 19 of the cadastre of the parish of St. Basile; the said Dame Widow E. Germain (née Cordélia Leclerc) is owner of lot No. 20 of the cadastre of the parish of St. Basile; the said Ovila Paquet is owner of lot No. 22 of the cadastre of the parish of St. Basile; the said Wilbrod Julien is owner of lot No. 322 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Melville Laroche is owner of lot No. 323 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Antonio Bussièrès is owner of lot No. 324 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Georges Laroche is owner of lot No. 325 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Melville Laroche is owner of lots Nos. 326 and 327 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Charles Frenette is owner of lot No. 328 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Armand Julien is owner of lot No. 328A of the cadastre of the parish of Ste. Jeanne de Neuville; the said Louis Hardy is owner of lot No. 329 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Dame Widow Jean Germain (née Arthémise Matte) is owner of lot No. 330 of the cadastre of the parish of Ste. Jeanne de Neuville; the said Cyriac Laroche is owner of lot No. 305 of the cadastre of the parish of Cap Santé; the said Edmond Delisle is owner of lot No. 306 of the cadastre of the parish of Cap Santé; the said Ulric Delisle is owner of lot No. 307 of the cadastre of the parish of Cap Santé; the said Hercule Laroche is owner of lot No. 309 of the cadastre of the parish of Cap Santé; the said Mendoza Richard is owner of lot No. 310 of the cadastre of the parish of Cap Santé; the said Germain Germain is owner of the north half of lots Nos. 311, 312, 314, 315, 316, 317, 318, 319, 320A and 321 of the cadastre of the parish of Cap Santé; the said François Lesage is owner of the south half of lot No. 311 of the cadastre of the parish

of Cap Santé; the said Ludger Hardy is owner of the south half of lots Nos. 312, 316 and 317 of the cadastre of the parish of Cap Santé; the said Antonio Bertrand is owner of the south half of lots Nos. 314 and 315 of the cadastre of the parish of Cap Santé; the said Adélard Piché and Rosario Piché are owners of the south half of lot No. 318 of the cadastre of the parish of Cap Santé, and the said Lucien Doré is owner of the south half of lot No. 319 of the cadastre of the parish of Cap Santé; and that all the said lands will be and may be affected by the drainage work mentioned in this contract.

Therefore these presents witness that:

(1) The Company will contribute the sum of two thousand two hundred dollars (\$2,200.00) towards the cost of deepening that portion of the watercourse known by the name of Grand Ruisseau, comprised within lots Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of the cadastre of the parish of St. Basile and to the cost of deepening the ditch between lots Nos. 7 and 8 of the cadastre of the parish of St. Basile, starting from the Company's railway fence as far as Grand Ruisseau, the whole as shown on the plan hereto annexed. The Corporation binds itself by these presents to execute the said work or cause it to be executed in a sufficient and workmanlike manner and to adopt any necessary measures to that effect. The said owners of the said lots Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of the said parish of St. Basile hereby bind themselves to maintain, at their own expense, the said watercourse and ditch when deepened by the Corporation, as aforesaid.

(2) The Company will contribute the sum of two thousand six hundred dollars (\$2,600.00) towards the cost of construction and maintenance of a watercourse starting from the Company's railway fence on lot No. 3 of the cadastre of the parish of St. Basile situated between lots Nos. 3 and 4 of the cadastre of the parish of St. Basile and lots Nos. 309 and 310 of the cadastre of the parish of Cap Santé to Terrebonne stream, on lot No. 309 of the cadastre of the parish of Cap Santé, said stream to be cleaned and levelled as far as the railway fence of the Canadian National Railroad on lot No. 312 of the parish of Cap Santé, the whole as shown on the plan hereto annexed. The Corporation hereby binds itself to do or cause to be done and kept up said work adequately and in a workmanlike manner, and to adopt all necessary measures to that effect.

(3) The Company will contribute the sum of five hundred dollars (\$500.00), to the cost of the construction and

maintenance of a watercourse situated between lot No. 330 of the cadastre of the parish of Ste. Jeanne de Neuville and lot No. 1 of the cadastre of the parish of St. Basile, starting from the fence of the Company's railroad as far as the Terreglaise stream, the whole as shown on the plan hereto annexed. The Corporation hereby binds itself to do and maintain or to cause to be done and kept up the said work adequately and in a workmanlike manner and to adopt all necessary measures to that effect.

(4) The Corporation hereby acknowledges to have received from the Company the sum of five thousand three hundred dollars (\$5,300.00) and hereby binds itself to adopt such by-laws, resolutions, *procès-verbaux*, and measures as may be necessary or suitable to assure the adequate and workmanlike execution of the work mentioned in paragraphs 1, 2 and 3 of this contract; the whole to the entire release of the Company which shall not be further called upon for any costs or outlay in this respect.

(5) The Company binds itself to do, at its own cost, the following work:

(a) The construction of a dike in the ditch on the north side of the Company's railway at the eastern dividing line of lot No. 326 of the cadastre of the parish of Ste. Jeanne de Neuville;

(b) Closing of culvert now situated under the Company's track at the mile post 131.0 on lot No. 1 of the cadastre of the parish of St. Basile;

(c) Construction of a dike in the ditch situated on the north side of the Company's track at the eastern dividing line of lot No. 1 of the cadastre of the parish of St. Basile;

(d) Lowering of the culvert now situated under the Company's track at the mile post 130.4, at the eastern dividing line of the lot No. 8 of the cadastre of the parish of St. Basile.

(6) The undersigned farmers accept the drainage system herein described and in consideration of payment by the Company of the sums of money mentioned in paragraphs 1, 2 and 3 of this contract, and of the work to be done by the Company, as described in paragraph 5 of this contract, said farmers renounce forever the right which they now possess or which they may hereafter possess of claiming any damage whatsoever from the said Company for insufficient drainage of their respective lands or for the flooding of said lands resulting from the above described works or their defective maintenance, and, moreover, bind them-

selves to receive at any time on their said lands all the water running from the ditches and culverts situated on the property of the Company. It is also understood and agreed that the conditions of this contract shall constitute a servitude on said lands of said farmers in favour of the lands of the Company known and described under Nos. 403 and 404 and parts of lots Nos. 334 and 335 of the cadastre of the parish of Cap Santé; lots Nos. 547 and 548 of the cadastre of the parish of St. Basile, and lots Nos. 430 and 431 of the cadastre of the parish of Ste. Jeanne de Neuville; it is, moreover, agreed that the terms of this contract shall bind the farmers owning the above described lots and their heirs and assigns, for the benefit of the said Company.

Executed at St. Basile, before the undersigned notary, on the fifth day of December, 1933, for the said D. Germain, J. Mottard, E. Bédard, A. Bussièrès, A. Germain, Alf. Hardy, V. Bédard, H. Hardy, M. Bédard, G. Germain, G. Laroche and Wilbrod Julien; on the 30th of January, 1934, for the said O. Paquet, Widow J. F. Leclerc, Widow E. Germain; on the 2nd of February, 1934, for the said Dame Widow J. Germain and the said Dame H. Hardy; on the 24th of February, 1934, for the said M. Richard, Hercule Laroche, A. Julien; on the 5th of March, 1934, for the said J. E. Delisle, L. Doré and U. Delisle and O. Hardy; on the 16th of June, 1934, for the said S. Derome, Ed. Lefebvre, Widow Joseph Lefebvre and C. Leclerc and J. Latulippe; on the 28th of March, 1938, for the said Corporation of the county of Portneuf, and on the 29th of March, 1938, for the said Company, under the number thirteen hundred and seventy-one of the minutes of the said notary.

And the parties executed this contract before the said notary, after due reading.

(Signed) Donat Germain	(Signed) Mendoza Richard,
" Jos. Mottard,	" Clovis Leclerc,
" Eugène Bédard,	" Hercule Laroche,
" Antonio Bussièrès,	" Armand Julien,
" Armand Germain,	" J. E. Delisle,
" Alfred Hardy,	" Lucien Doré,
" Victor Bédard,	" Ulric Delisle,
" Hildevert Hardy,	" Ovide Hardy,
" Mendoza Bédard,	" Samuel Derome,
" Germain Germain,	" Edouard Lefebvre,
" Georges Laroche,	" Vve Joseph Lefebvre,
	X her mark, Geo.
	Hardy, witness.

(Signed) *Wilbrod Julien*, X his mark, Ed. Hamel,
witness. (Signed) *Joseph Arthur Latulippe*.

“ <i>Dame Corinne Langlais,</i>	“ <i>The Municipality of the county of Portneuf:</i>
“ <i>Dame Cordélia Leclerc,</i>	“ Ed. Hamel, prefect.
“ <i>Ovila Paquet,</i>	“ Alfred Naud, Sec. Treas.
“ <i>Vve Jean Germain,</i>	“ <i>Canadian Pacific Railway Co.:</i>
“ <i>Amanda Leclerc,</i>	D'A. C. Coleman, Vice-President ; F. Bramley, Secretary.
	“ <i>Henri Lefebvre, N. P.</i>

True copy of the minute remaining in my office.

HENRI LEFEBVRE. N.P.