



CHAPTER 138

An Act to ratify the title of St. Lawrence Paper Mills Company, Limited, to a certain property and certain right

[Assented to, the 22nd of February, 1929]

WHEREAS, St. Lawrence Paper Mills Company, Limited, a body politic and corporate, having its chief place of business in the city of Montreal, has, by petition, represented: Preamble.

That on the 21st day of the month of May, 1928, St. Lawrence Paper Mills, Limited, acquired from Dame Léa Labrie, wife of Eustache Simoneau, labourer, personally and as joint tutrix with her husband to her minor children, and from the said Eustache Simoneau, personally and as common as to property with his wife, the said Dame Léa Labrie, and as joint tutor with his said wife to the minor children of the latter, issue of the marriage of the said Dame Léa Labrie with the late Isidore Bilodeau, and from George Jourdain, fisherman, of Trinity Bay, a right of way for ever, over lot No. 1, of the township of De Monts, at Trinity Bay, county of Saguenay, the said right of way to be of the necessary width for the construction, passage, maintaining and use of a flume for operating the petitioner's plant at Trinity Bay, under a deed of agreement in private writing, dated 21st May, 1928, signed by all the parties, registered, and deposited among the minutes of J. A. Gauvin, N. P., on the 29th of November, 1928, under the notarial number 2188;

That the petitioner St. Lawrence Paper Mills Company, Limited, is the assignee and in the rights of the said St. Lawrence Paper Mills, Limited;

That the said lot No. 1 of De Monts township, Trinity Bay, mentioned in aforesaid deed, belonging, for an undivided half, to the said Dame Léa Labrie-Simoneau, and for the other undivided half, to her minor children, issue of

her marriage with her first husband, Isidore Bilodeau, namely: Lionel, Joachim, Cécile, Lucien and Cyrille Bilodeau;

That the said George Jourdain likewise had certain surface rights on this lot;

That the said lot No. 1 of De Monts township at Trinity Bay, mentioned in the aforesaid deed, originally belonged to Ambroise Bilodeau, as having acquired it with a greater extent by letters patent issued by the Government of this Province on the 24th of August, 1910;

That the said Ambroise Bilodeau was married to Dame Mathilde Roy *dit* Lauzon, under community of property by their marriage contract passed before Jules Dumais, notary, at Trois Pistoles, on the 9th of January, 1871, under notarial number 1417;

That the said Ambroise Bilodeau died intestate, leaving in his estate the aforesaid lot No. 1 of De Monts township, and leaving as his sole legal heirs the above-named minor children, issue of the marriage of his son, Isidore Bilodeau, with the said Dame Léa Labrie, and that, owing to the predecease of his son Isidore, the said minor children inherited only one undivided half of the said immoveable, the other undivided half belonging to the said Mathilde Roy *dit* Lauzon, widow of the said Ambroise Bilodeau, as common as to property with her husband;

That the said Dame Mathilde Roy *dit* Lauzon, widow of the said Ambroise Bilodeau, afterwards died, leaving a will made before G. A. Paradis, notary, at Quebec, on the 31st of August, 1920, by which she instituted, as her universal legatee in ownership, her daughter-in-law, the said Dame Léa Labrie, now wife of the said Eustache Simoneau;

That by a family council held at Trinity Bay, county of Saguenay, on the 21st of November, 1927, homologated in the Superior Court of the district of Saguenay, at Murray Bay, on the 13th of December, 1927, the said Dame Léa Labrie, and the said Eustache Simoneau, her husband, were appointed joint tutors to the said minor children;

That, by and in virtue of the aforesaid agreement in private writing, the said Mr. and Mrs. Eustache Simoneau, in their said capacity of joint tutors to the said minor children, alienated, without the formalities required by law, for the sale of the property of minors, the rights and pretensions of the said minor children to the immoveable described and mentioned in the said above-cited document;

That the said St. Lawrence Paper Mills, Limited, required the said immoveable and right, to erect thereon certain constructions, necessary for the development of its timber limits at that place;

That it was impossible to comply with the ordinary formalities required by law for the sale of the property of minors;

That it was greatly in the interest of the said minors that the said right of way was transferred to the St. Lawrence Paper Mills, Limited, at the price offered, namely, one hundred and fifty dollars;

That the price paid was, under the circumstances, an unexpected price, and far beyond the actual value of the said right;

That in fact the said agreement was passed, subject to confirmation and ratification by the Legislature of this Province;

That the commercial value, attributed to the said right of way hitherto, is much lower than the price paid, and that, if the said agreement is not confirmed, an irreparable loss will be suffered by all those interested, as the purchasing company will probably acquire neighbouring lots to erect its buildings thereon;

Whereas, the petitioner accordingly prays that the said agreement entered into by the said Mr. and Mrs. Eustache Simoneau and the said George Jourdain with St. Lawrence Paper Mills, Limited, under private writing, and deposited in the minutes of J. A. Gauvin, notary, on the 29th November, 1928, be confirmed and ratified for all legal purposes;

And whereas it is expedient to grant the prayer to that effect:

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

1. The deed of agreement for the right of way made by Dame Léa Labrie and her husband Eustache Simoneau, and the said George Jourdain, to St. Lawrence Paper Mills, Limited, in private writing, at Trinity Bay, county of Saguenay, on the 21st of May, 1928, and deposited in the minutes of J. A. Gauvin, notary, under the notarial number 2188, is confirmed and declared valid as regards the powers that the said Eustache Simoneau and his wife, both personally and in their said capacities, had to make the said deed, and the said deed is accordingly declared legal and valid for all legal purposes.

Certain
deed of
agreement
ratified.

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

Coming into
force.