



## CHAPTER 5

An Act to ratify the contract entered into between the Government of the Province of Quebec and *L'Hospice St. Joseph de la Délivrance*, respecting the care, lodging and maintenance of children who will be sent to its industrial school

[Assented to, the 11th of March, 1926]

**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 care, lodging and maintenance of children in *L'Hospice St. Joseph de la Délivrance*, of Levis, passed on the seventeenth day of September, nineteen hundred and twenty-five, before Adolphe Labrègue, notary, under number 6034 of his minutes, between the Government of the Province of Quebec and *L'Hospice St. Joseph de la Délivrance*, hereinafter reproduced as an annex to this act, is approved and ratified.

Contract of 17th of Sept. 1925, between the Govt. and L'Hospice St. Joseph de la Délivrance.

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

Coming into force.

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## ANNEX

On the seventeenth day of September, in the year one thousand nine hundred and twenty-five,

Before ADOLPHE LABRÈQUE, Notary Public for the Province of Quebec, residing and practising at Quebec,

CAME AND APPEARED:

HIS MAJESTY KING GEORGE THE FIFTH, herein represented by the Honourable ATHANASE DAVID, of the city

of Montreal, King's Counsel and Secretary of the Province of Quebec, to the effect of these presents authorized by an Order-in-Council dated the ninth of July, nineteen hundred and twenty-five, and approved on the following day 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 ST. JOSEPH DE LA DÉLIVRANCE, at Levis, a body politic, incorporated by the act of the Legislature of the Province of Quebec, 45 Victoria, chapter 93, hereto represented by the Reverend Sister Marie Anne Dion, in religion *dite* St. Cyrille, and Julie Gagnon, in religion *dite* Ste. Apolline, in their capacity, respectively, of Superior and Econome of the said *Hospice*, authorized for the purposes hereof in virtue of a resolution dated the tenth of July last (1925), a certified copy of which resolution is hereto annexed, after having been acknowledged as correct and certified by the said Sisters St. Cyrille and Ste. Apolline and by the undersigned notary, for identification.

*Party of the Second Part.*

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

1. *L'Hospice St. Joseph de la Délivrance*, duly authorized for the purposes hereof by His Grace *Monseigneur J. Alfred Langlois*, Administrator of the Diocese of Quebec, agrees to receive, feed, lodge, maintain, clothe and teach all the children of both sexes who will be sent to its industrial schools known as *L'Hospice St. Joseph de la Délivrance*, of Levis; to instruct and oblige them to work in accordance with their age, and, in general, to deal with them so as to give perfect satisfaction and to carry out the ends for which the said schools have been established. Further, the said *Hospice St. 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 its country establishments, and, in case of death, undertakes to bury at its expense all the bodies 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 St. Joseph de la Délivrance* shall be obliged to have them apprehended and brought back at its own expense.

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

5. In default of the said *Hospice St. Joseph de la Délivrance* furnishing 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 non-production of the report to the Department of the Provincial Secretary in compliance with the provisions of the above-mentioned clause, during the time such places shall so remain vacant.

6. The said *Hospice St. Joseph de la Délivrance* shall comply with the instructions which the Provincial Secretary and the inspectors of asylums may give it, from time to time, provided that the carrying out of such instructions shall not give occasion to a marked increase in the cost of maintenance of the children.

7. The said *Hospice St. Joseph de la Délivrance* shall be further bound to furnish the Provincial Secretary with a copy of the deed of apprenticeship or of domestic service of each child placed out 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, members of the Legislative Council and of the Legislative Assembly of the Province of Quebec, 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 suitable hours, the said industrial school kept by the said *Hospice St. Joseph de la Délivrance*.

9. In default of the said *Hospice St. Joseph de la Délivrance* carrying out the clauses and conditions hereinbefore stipulated, this contract shall become null and of no effect for all legal purposes.

10. The present contract is for a term of ten years, computed from the first of July last (1925), and shall expire on the first of July, nineteen hundred and thirty-five.

11. The Government of the Province of Quebec under-

takes on its part to pay to the said *Hospice St. Joseph de la Délivrance*, at the office of the Provincial Treasurer, a sum of one hundred and thirty dollars (\$130.00), per annum, per capita, for each of the said children for the time of his or her detention, the payments to be made between the first and twelfth of each month.

12. It is understood that these presents shall have force and effect only insofar as they shall have been ratified and confirmed by Order-in-Council and by an act of the Legislature of the Province of Quebec.

And in these presents intervened HIS GRACE MONSEIGNEUR J. ALFRED LANGLOIS, Bishop of Titopolis, acting in his capacity of Administrator of the Diocese of Quebec and as such in that Ecclesiastical Superior of the said *Hospice St. Joseph de la Délivrance*, who, after having taken communication of the present contract, has approved and ratified the same.

WHEREOF ACTE, at Quebec, under the number six thousand and thirty-four of the minutes of the undersigned notary.

And after due reading hereof, the parties have signed with me, the said notary.

(Signed) †J. ALFRED LANGLOIS, Bp. of Tit., *Administrator*  
 " ATHANASE DAVID,  
 " SR. M. ANNE DION, *dite* St. Cyrille, *Superior*,  
 " SR. M. JULIE GAGNON *dite* Ste. Apolline, *Eco.*  
 " AD. LABRÈQUE, N. P.

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

AD. LABRÈQUE, N. P.

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HOSPICE ST. JOSEPH DE LA DÉLIVRANCE  
 LEVIS

At a meeting of the Council of the Sisters of Charity of *L'Hospice St. Joseph de la Délivrance*, of the city of Levis, on the tenth day of July in the year nineteen hundred and twenty-five: it was unanimously resolved that Sister Marie Anne Dion, *dite* St. Cyrille, Superioress, and Sister Julie Gagnon, *dite* Ste. Apolline, Econome, be and are hereby authorized to sign a renewal contract between the Government of the Province of Quebec and *L'Hospice St. Joseph de la Délivrance*, of Levis, for the custody and maintenance of children, confined in the certified industrial school

of the said *Hospice*, upon the conditions stipulated in the said contract.

And the Council adjourned.

(Signed) SR. M. ANNE DION, *dite* St. Cyrille, *Superioress*,  
 “ SR. EUGÉNIE LANGLAIS, *dite* St. Léon, *Asst.*,  
 “ SR. JULIE GAGNON, *dite* Ste. Apolline, *Eco.*,  
 “ SR. MARIE ANNA GUAY, *dite* Ste. Alodie, *Hosp.*,  
 “ SR. LUDIVINE PAQUET, *dite* Sr. M. de la Visitation, *Secretary*.

True Copy,

(Signed) SR. M. DE LA VISITATION, *Secretary*.

This is the certified copy of the resolution passed by the Community of the Sisters of Charity of *L'Hospice St. Joseph de la Délivrance* on the tenth of July, nineteen hundred and twenty-five, referred to in the deed of agreement between the Government of the Province of Quebec and *L'Hospice St. Joseph de la Délivrance*, before the undersigned notary, as of this date; which resolution we acknowledge as correct.

Quebec, this seventeenth day of September, one thousand nine hundred and twenty-five.

(Signed) SR. M. ANNE DION, *dite* St. Cyrille, *Superioress*,  
 “ SR. M. JULIE GAGNON, *dite* Ste. Apolline, *Eco.*,  
 “ AD. LABRÈQUE, *N. P.*

True Copy,

AD. LABRÈQUE, *N. P.*

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COPY of the report of a committee of the Honourable the Executive Council, dated on the 9th of July, 1925, approved by the Lieutenant-Governor on the 10th of July, 1925.

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

1121.

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The Honourable the Provincial Secretary, in a memorandum dated the 9th of July (1925), 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 St. Joseph de la Délivrance*.

Certified,

(Signed) A. MORISSET,

*Clerk, Executive Council.*

True Copy,

AD. LABRÈQUE, *N. P.*