

CHAP. 96

An Act to ratify and validate the agreements between the *curé* and church-wardens of *l'œuvre et fabrique* of the parish of Ste. Geneviève, the school commissioners of the school municipality of Ste. Geneviève No. 1, in the county of Jacques Cartier, and the community of the *Sœurs de Ste. Anne*.

[Assented to 9th March, 1906]

WHEREAS the community of the *Sœurs de Ste. Anne* has, by Preamble. petition, represented:

That, being desirous of rebuilding the asylum and convent of Ste. Geneviève, destroyed by fire on the night of the 20th April, 1905, it has made certain agreements with the *curé* and church-wardens of *l'œuvre et fabrique* of the parish of Ste. Geneviève and the school commissioners of the school municipality of Ste. Geneviève No. 1, of the county of Jacques Cartier, by deed passed before Joseph Adolphe Chauret, notary, on the 15th August, 1905, being number 8202 of his minutes;

That certain doubts have arisen with respect to the validity of the said covenants contained in the deed relating thereto;

That the community of the *Sœurs de Ste. Anne* has prayed for the passing of an act to remove such doubts and to confirm, ratify and validate such agreements;

And whereas it is expedient to grant the prayer of the said community;

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

1. The agreements between the *curé* and church-wardens of *Certain l'œuvre et fabrique* of the parish of Ste. Geneviève, the school commissioners of the school municipality of Ste. Geneviève No. 1, in the county of Jacques Cartier and the community of *Les Sœurs de Ste. Anne*, by deed passed before Joseph Adolphe Chauret, notary, on the 15th August, 1905, being No. 8202 of his minutes, are ratified and declared valid to all intents and purposes; a copy of such deed is reproduced at length in the schedule to this act. agreements of 15 August, 1905, ratified.

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

SCHEDULE

In the year one thousand nine hundred and five, the fifteenth day of the month of August, before JOSEPH ADOLPHE CHAURET, notary public for the Province of Quebec, residing and practising in the parish of Ste. Geneviève, in the district of Montreal,

CAME AND APPEARED :

The *curé* and church-wardens of *l'œuvre et fabrique* of the parish of Ste. Geneviève, herein acting and represented by Mr. Paul Pilon, farmer and churchwarden in office of the said parish of Ste. Geneviève, according to a resolution adopted at a meeting of the former and present church-wardens, duly convened and held in the sacristy of the said parish of Ste. Geneviève, on the ninth of July last, the said resolution having been duly approved by and in virtue of a resolution adopted at a meeting of the parishioners and freeholders of the parish of Ste. Geneviève, duly convened and held in the said sacristy on the ninth of July last, a copy of which resolution is annexed to the original of these presents,

of the first part;

The school commissioners of the school municipality of Ste. Geneviève No. 1, in the county of Jacques Cartier, acting and represented by Mr. Charles Blais, shoemaker and chairman of the said school board, according to a resolution adopted by the said school board at a meeting held this day, a copy whereof is annexed to the minutes of these presents for reference, if necessary,

of the second part;

AND

The community of *Les Sœurs de Ste. Anne*, a body politic and corporate, having its principal place of business in the town of Lachine, acting and represented by Reverend Sister Marie Mélanie, née Alphonsine Dugas, according to a resolution adopted after deliberation by the council of the said community and dated the twelfth of August, instant,

of the third part.

Which parties, desiring to rebuild the asylum and convent of Sainte Geneviève, destroyed by fire on the night of the twentieth of April last, have entered into the following covenants:

The parties of the first and second parts give, convey and make over this day, forever, to the party of the third part, present and

accepting, all the rights of ownership and claims they have and may have in and to the following immoveable, to wit:

A lot of land situate in the village of Ste. Geneviève, known and designated in the official cadastral plan and book of reference of the village of Ste. Geneviève as number seventy-one, with all the circumstances and dependencies thereof and without any reservation.

The said lot of land at present comprises the land of the parties of the first, second and third parts, registered under one and the same number, the aforesaid No. 71.

The said party of the third part to enjoy, do with and dispose of in full ownership as to it may seem advisable, all the rights of ownership of the said parties of the first and second parts, with possession and enjoyment from this day.

The party of the first part gives, conveys and makes over to the party of the third part, thereof accepting, all the rights and claims it has and may have in the materials from the ruins of the asylum and convent and their dependencies, destroyed by the said fire of the twentieth of April last.

And whereas the parties of the third part had an insurance of three thousand two hundred dollars on the buildings erected on the said lot No. 71 which were destroyed by the said fire, and have received such amount from the insurance company;

Whereas it claims that such sum belongs to it and that, on its part, the party of the first part claims it is entitled thereto, the said parties agree to leave their respective claims in suspense, each one desiring, within a measure of its rights, that the said sum be devoted to the work which is the object of the present deed, and it is agreed that it shall be so employed.

The party of the first part promises and binds itself to give and to pay to the party of the third part in January next, without interest during such delay, the sum of four thousand dollars, in current money of Canada.

The party of the first part consents, in so far as it may be interested therein, to allow the work of the asylum by the party of the third part to remain in suspense for a period of fifteen years from the first January next, in order to enable the party of the third part to keep the interest on the moneys belonging to the said asylum to aid it in rebuilding the convent, upon the condition that the said period of fifteen years shall be reduced in proportion to whatever gifts may be given by any person whomsoever to the said asylum, unless the party of the third part prefers to employ the gifts received for the support of the poor of the parish of Ste. Geneviève.

And, on its part, the party of the third part, in consideration of the advantages it receives from the parties of the first and second parts, undertakes and binds itself by these presents to build,

on the said lot No. 71, a convent of stone, of solid brick or of wood faced with stone or brick, of the dimensions of one hundred feet by fifty feet outside, having three complete stories, not including the basement nor the attic, and with such interior arrangements as may be required by the authorities on account of fire.

Such building shall be begun immediately and shall be continued with diligence so that it may be ready for the opening of the classes in September, 1906.

The party of the third part undertakes to maintain forever the said convent in good order and condition and even to rebuild the same should it be destroyed by accident, by fortuitous event, or by irresistible force.

The party of the third part undertakes and binds itself to keep in the first and second stories, in two rooms of sufficient size according to the regulations of the Council of Public Instruction or of any other authority in such matters, a primary school which shall be under the control of the school commissioners of the school municipality of Ste. Geneviève No. 1 or of any other corporation replacing it, for the purpose of teaching, day by day, and from year to year, (except during the holidays) from the first of September next, all the girls of the parish of Ste. Geneviève who may wish to attend such school, whether their parents reside in the said school municipality or in any other school municipality comprised within the limits of the said parish of Ste. Geneviève.

The teaching given and the conditions of the teaching shall be those set forth in the deed of gift between the late Messire Louis Marie Lefebvre and *l'œuvre et fabrique* of the parish of Ste. Geneviève, passed before F. H. Brunet, notary, on the 19th February, 1879, the said parties agreeing to abide by the provisions contained in the said deed of gift.

Nevertheless, the school municipality shall supply the furniture for its municipal classes in the new convent, including maps, blackboards, sacred history tables, to the amount of two hundred dollars.

And, in view of the increase of the population during the coming years, the school board shall be bound to pay other nuns as teachers, as need may arise, the maximum of pupils being fixed at fifty per teacher, at the same price, charges, clauses and conditions as already exist or have existed between the said community of *Les Sœurs de Ste. Anne* and the said school municipality of Ste. Geneviève No. 1, such latter conditions having been unanimously resolved upon by the said school board at a meeting held this day in the presbytery of Ste. Geneviève, as appears by the annexed copy thereof.

The parties of the third part shall alone be bound to effect all greater or lesser repairs, which may have to be made to the said convent and to the said lot of land.

And as regards the said building, the party of the third part binds and obliges itself to employ as far as possible workmen and laborers of Ste. Geneviève in preference to strangers, provided this does not entail any pecuniary loss or sacrifice.

The party of the third part binds itself to the party of the first part to an accurate account or statement of the cost of the building of the said convent, and, if such cost shall be less than sixteen thousand dollars, the party of the third part undertakes to proportionately reduce the number of years during which the work of the asylum shall be suspended.

The party of the third part undertakes and binds itself to keep the said convent insured to an amount of at least ten thousand dollars.

It is stipulated between the said parties that, in the event of difficulties arising between them, such difficulties shall be submitted to arbitration under the common law, before being submitted to the courts.

The parties of the first and second parts undertake to assist the party of the third part in the steps that may have to be taken to obtain the passing of an act to validate the present covenants next session, but the cost of such act shall be borne by the said party of the third part.

And for the execution of these presents, the said parties have elected domicile in their present places of residence.

DONE AND PASSED at Ste. Geneviève, on the day and in the month and year above written, under the number eight thousand two hundred and two, and the parties have signed, with the said notary, these presents duly read.

(Signed) PAUL PILON,

“ CHARLES BLAIS, Pres.

“ SŒUR MARIE MELANIE,

“ J. A. CHAURET, Not. Pub.

True copy of the minutes of these presents remain of record in my office.

J. A. CHAURET, Not. Pub.
