

The St. Francis Water Power Company shall not operate or supply electricity within the limits of the townships of Somerset and Stanford, or the municipalities of Plessisville, Pierreville, Arthabaska and Victoriaville.

Places where
St Francis
Water Power
Company can-
not operate,
&c.

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

Coming into
force.

CHAP. 85

An Act respecting the Chicoutimi Pulp Company

[Assented to 2nd June, 1904]

WHEREAS the Chicoutimi Pulp Company, incorporated by letters-patent issued under the Great Seal of the Province and having its principal place of business in the town of Chicoutimi, has, by petition, represented :

Preamble.

That, at Chicoutimi, on the 21st August, 1900, before T. Z. Cloutier, notary, a deed of contract and agreement was entered into between the Chicoutimi Pulp Company, represented by Messrs. J. E. A. Dubuc and J. D. Guay, thereunto duly authorized by a resolution of its board of directors, and the Jonquière Pulp Company, incorporated by letters-patent and by the act 63 Victoria, chapter 73, represented by Messrs. P. Bergeron and J. Perron, also thereunto authorized by a resolution of its board of directors, for the purposes set forth at length in the copy of the said deed reproduced in the schedule A to this act ;

That, on the 15th of February 1901, an agreement under private seal was entered into between the representatives of the two companies, which is reproduced in schedule B to this act, effecting modifications in the deed of contract and agreement above-mentioned ;

That the parties to the said deed have, each on their own side, proceeded to carry out the same, but that doubts have arisen regarding the effect and sufficiency thereof, and it is expedient to put an end to and remove the same ;

That, by the act of this province, 2 Edward VII, chapter 77, the Chicoutimi Pulp Company was authorized to issue bonds, to an amount not exceeding four hundred and fifty thousand dollars, on a resolution of the board of directors and with the consent of at least two-thirds in value of the shareholders present at a general meeting called for the purpose ;

That since then the company, after the entire fulfilment of the formalities prescribed by the said act, has issued bonds to the amount of four hundred thousand dollars, and,

for the security of the payment of such debentures, gave a mortgage on its property described at length in a deed of trust, passed before H. M. Marler, notary, at Montreal, on the 11th August, 1902, between it and The Royal Trust Company, and, by the same deed, transferred the said property to the last mentioned company in trust ;

That, in order to enable the holders of the said bonds to negotiate them more easily, it is necessary that the issue of bonds and the deed of trust and mortgage be ratified, as well as the title to the immoveables described in the said deed ;

That, the more surely to carry out the object of its incorporation, it is desirable that more ample powers be conferred on the company regarding the acquisition of the rights, franchises and undertakings of other companies, and that it be allowed to amalgamate with such other companies ;

Whereas the company has, by its petition, prayed for the passing of an act to that effect, and 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 :

Contracts of
21st August,
1900, and of
15 February,
1901, ratified.

1. The contract entered into at Chicoutimi, on the 21st August, 1900, before T. Z. Cloutier, notary, between the Chicoutimi Pulp Company and the Jonquière Pulp Company, and the deed under private seal between the same parties, dated 15th February, 1901, respectively reproduced in schedules A and B to this act, are, in so far as the same may be necessary, ratified, declared to constitute a final arrangement and, as such, to have full and entire effect.

Company to
build new
dam at certain
place, &c.
Removal of
present dam.

The Chicoutimi Pulp Company shall be bound to construct, before the first of October, 1905, a new dam at Portage des Roches, on the river Chicoutimi, below the present dam. It shall not remove the present dam and the coffer dam above before the new dam is built.

Certain issue
of bonds, &c.,
ratified and
certain prop-
erty declared
affected by
trust deed of
11th August,
1902.

2. The issue of bonds, to the amount of four hundred thousand dollars by the Chicoutimi Pulp Company, mentioned in a deed of trust and mortgage, passed at Montreal, on the 11th August, 1902, before H. M. Marler, notary, between that company and The Royal Trust Company, the said bonds and the said deed of trust and mortgage are validated ; and the said deed of trust and mortgage shall be interpreted as extending to and affecting the rights therein mentioned, all the property, and, in particular, the immoveables therein described,—which immoveables mentioned with others, in the deeds set forth in schedule C to this act,

Certain im-
moveables
declared to

are declared to have been and to be subject to the provisions of the said deed of trust and mortgage, in the possession and the property of the Chicoutimi Pulp Company.

belong to
Chicoutimi
Pulp Com-
pany.

3. The Chicoutimi Pulp Company may acquire, lease, and operate, wholly or partly, the works of any other person or corporation doing or authorized to do any business for the purposes whereof it has been incorporated, or for any one or more of such purposes, and may acquire and hold the shares or bonds of any corporation empowered to do any business of the same kind.

Power of com-
pany to ac-
quire, &c.,
works of other
corporations,
&c.

4. The company may acquire and exercise the franchises and rights conferred by the charter of any corporation whose works or business it may acquire by purchase or by lease.

Power to ac-
quire, &c.,
franchises of
other com-
panies, &c.

5. The company may amalgamate with any corporation, whose shares and bonds it is authorized to acquire, on such terms as may be agreed upon between it and such corporation.

Power to
amalgamate.

6. The company may transfer to its nominees such shares as may be necessary to qualify them as directors of any corporation whose shares it may hold.

Power to
qualify direct-
ors in other
companies.

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

Coming into
force

SCHEDULE A

In the year nineteen hundred, on the twenty-first day of August:

Before THOMAS Z. CLOUTIER, the undersigned notary public for the Province of Quebec, residing and practising at Chicoutimi,

CAME AND APPEARED :

THE JONQUIÈRE PULP COMPANY, a body politic duly incorporated by an act of the provincial Legislature of Quebec, 63 Victoria, chapter 73, having its principal place of business in the parish of St. Dominique, district of Chicoutimi, herein represented and acting by and through Messrs. Joseph Perron, managing-director, and Paschal Bergeron, secretary-treasurer of the said company, both manufacturers of St. Dominique, thereunto duly authorized by a special resolution passed at a

meeting of the board of directors of the said company, held in the parish of St. Dominique on the twenty-third June last (1900), a certified copy whereof has remained annexed to the original of these minutes, after having been acknowledged to be true, in the presence of the undersigned notary, by the said Messrs. Joseph Perron and Paschal Bergeron, the said Jonquière Pulp Company being hereinafter called the

Party of the first part ;

AND

THE CHICOUTIMI PULP COMPANY, a body politic duly incorporated by letters-patent from the Crown issued under the Great Seal of the Province of Quebec, dated the twenty-third January last (1900), having its chief place of business in the town of Chicoutimi, herein represented and acting by and through Mr. Joseph Dominique Guay, president, and Mr. Julien Edouard Alfred Dubuc, managing director, thereunto duly authorized by a special resolution of the board of directors of the said company, passed at a meeting held in the town of Chicoutimi on the fifteenth August instant, a certified copy whereof has remained annexed to the original of these presents, after having been acknowledged to be true by the said Messrs. Guay and Dubuc in the presence of the undersigned notary, the said Chicoutimi Pulp Company being hereinafter called the

Party of the second part ;

Which said parties have made and agreed upon the following clauses and stipulations, to wit :—

The party of the first part binds and obliges itself :

1. To cause to be erected at its expense, immediately after the logs of Messrs. Price Bros. & Co., shall have been floated down, on the river Aux Sables, at the place called Cran Serré, a dam to be built in a workmanlike manner, after the plans thereof shall have been submitted to the approval of the party of the second part, with a view to the acceptance of any suggestions that might add to the solidity and permanency of such dam ;

2. To acquire, at its own expense, within the shortest possible delay, from the proper persons, all the land necessary for the construction of such dam, its maintenance, repair and working ;

3. At the time of the construction of the dam above-mentioned, to effect the barrage of the channel on the west side of the said river Aux Sables, at the place called Cran

Serré, usually serving as an outlet for the waters at the period of high water; but such barrage or dam shall be provided with gates to allow of water being run off if necessary at any season of the year, while the waters are high;

4. To guarantee the party of the second part with regard to the perfect solidity of the dam or barrage above-mentioned for two years from the date of the final construction thereof, and to repair or re-build the same if the waters destroy or damage the same within such period of two years; otherwise they shall be and remain at the charge of the party of the second part;

5. To hand over to the party of the second part, immediately after their construction, the dam and barrage aforesaid, together with the land and other rights acquired for their construction, maintenance and repair;

6. To further transfer to the party of the second part the right conferred upon it by the provincial Legislature of Quebec, 63 Victoria, chapter 73, section 4, respecting the power to erect, construct and maintain one or more dams on the river Aux Sables, and the river Chicoutimi, to dam up Lake Kenogami, and to maintain it at the height of the highest waters in the spring;

7. To transfer to the party of the second part:

(a) All the rights it may now possess from various land owners of St. Cyriac to cause the waters of Lake Kenogami to rise on their property, either by deeds under private seal or otherwise, without compensation for any sum of money disbursed for such purpose by the party of the first part;

(b) The right also granted to the party of the first part by the said provincial Legislature of Quebec,—same act and chapter above-mentioned, section 14—to pay any indemnity covering forever the depreciation of the value of the land flooded by raising the level of the waters of Lake Kenogami, of river Aux Sables and of the river Chicoutimi, in the manner set forth in the said section 14 and in the articles of the Municipal Code therein mentioned; but such right shall be transferred to the party of the second part only as regards the lands around Lake Kenogami, on the river Aux Sables and the river Chicoutimi and the river Cascouia above the dams built in proximity to the lake, to wit: at Cran Serré, at Portage des Roches and along the whole river Chicoutimi;

8. To undertake to settle, at the expense of the party of the second part, when it can do so to better advantage than the latter, all difficulties with or claims made by owners of land around Lake Kenogami or elsewhere with regard to

damages that may in future result from the constant elevation of the waters of Lake Kenogami and of the rivers Chicoutimi and Aux Sables above the said dams and further, on all occasions, to grant it all possible moral support for the purposes mentioned in the present paragraph ;

9. To make use of all possible ordinary means, without having recourse to law, for the purpose of obtaining, and handing over to the party of the second part, the pecuniary assistance promised by Messrs. Price Brothers & Co., of Chicoutimi, for damming up Lake Kenogami, to wit : eight per cent. of the actual cost of the work to be performed for that purpose ; if such sums be obtained from Messrs Price Brothers & Co., the amount of eight per cent. of the actual cost of the work on the dams on the river Aux Sables shall remain the property of the party of the first part ;

10. To pay to the party of the second part two thousand dollars, as follows : one thousand dollars during the month of July of each of the years nineteen hundred and one and nineteen hundred and two, by means of two promissory notes of the same amount of one thousand dollars each, without interest, bearing the date of the notarial deed that will be signed by the parties appearing for the carrying out of the present contract, which promissory notes shall be signed by the Jonquière Pulp Company, after a resolution of the board of directors shall have been duly passed to that effect.

And for security for the payment of the said notes, the party of the second part shall have the right, if they be not paid at maturity, to suspend the execution of the obligations hereinafter mentioned towards the party of the first part, until full payment of the said sums of one thousand dollars each unless there be agreements to the contrary.

The various obligations and advantages aforesaid are or shall be transferred to the Chicoutimi Pulp Company, on condition that the latter obliges and pledges itself to fulfil and execute at once and in the future the following obligations, to wit :

(a.) To dam the river Chicoutimi at the place called Portage des Roches ; to maintain such dam or barrage, as well as those of Cran Serré, and, as regards the latter, after the expiration of the delay of two years above-mentioned, in good state of construction and repair as long as the party of the first part may wish to use and claim the same, and to pay and bear all the damages that might result to the riparian owners from the breaking of the said dams by inundations caused by the sudden rising of the level of the waters of the river ;

(b.) To give on demand to the party of the first part, over and above the natural course of the waters of the river Aux

Sables, one-third of the water so accumulated as a reservoir by means of the dams above-mentioned and to distribute the same itself at its expense, and not to deprive the party of the first part for any reason whatsoever of the third of the volume of water above-mentioned to which it shall be entitled except for repairs to the dams which shall be performed with diligence both on the river Chicoutimi and upon the river Aux Sables.

And, finally, upon the condition that the party of the second part shall comply on all points with the restrictions and reservations mentioned in the said section 4 of the act 63 Victoria, chapter 73, as regards the floating of timber and other objects mentioned, and also to take upon itself all the claims of the various owners of land around Lake Kenogami for all damages caused to their property by the new elevation of the waters caused by the dams aforesaid, both on the river Aux Sables above the said dams and around Lake Kenogami and at Cascouia, as also for all damages that might be caused to roads, bridges, etc., without any claim whatsoever against the Jonquière Pulp Company.

And, for the execution of these presents, the interested parties bind and oblige themselves to pass and sign all deeds that may be considered necessary for the purpose, whenever one of the parties shall require the other, to confirm and definitely accept the present contract and to give it force and effect, the whole in accordance with the stipulations mentioned therein.

WHEREOF ACTE.

Made and passed in the town of Chicoutimi, on the day and in the year firstly above written, under the number ten thousand, three hundred and ninety three of my minutes.

And the appearers have with the notary signed these presents, first duly read.

(Signed)	PASCHAL BERGERON,
"	JOSEPH PERRON,
"	J. E. A. DUBUC,
"	J. D. GUAY, <i>President</i> ,
"	THS. Z. CLOUTIER, N P.

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

THS. Z. CLOUTIER, N. P.

JONQUIÈRE, P. Q., 8th August, 1900.

EXTRACT from the minutes entered in the minute-book
of the Jonquière Pulp Company.

CANADA, }
PROVINCE OF QUEBEC. }

At a meeting of the directors of the Jonquière Pulp Company, held at the place where its meetings are usually held, on Saturday the 23rd June, 1900, duly convened for the purpose, at which were present : Edouard Simard, president ; Damase Gagné, vice-president, Joseph Perron, Louis Bergeron, Jean Maltais and Louis Maltais, all directors and constituting a quorum under the presidency of Edouard Simard, esquire, president, etc ;

Submitted a letter from Mr. J. E. A. Dubuc, offering to assume all the costs of expropriation along Lake Kenogami, river Aux Sables and river Cascouia, as well as of the maintenance of the dam that we propose to build at Cran Serré, for the sum of two thousand dollars payable : one thousand dollars on the 1st January next and one thousand dollars on All Saints day, 1901, as well as an offer of eleven dollars and a half per ton of pulp made in our mill to the 1st May next.

The above propositions having been taken into consideration, it was moved by Louis Bergeron, seconded by Joseph Perron and unanimously resolved that Mr. J. E. A. Dubuc's offer be accepted for one thousand dollars in the course of July 1901 and one thousand in the course of July 1902, the latter thousand dollars bearing interest.

Moved by Louis Maltais, seconded by Damase Gagné and unanimously resolved that Mr. Paschal Bergeron and Mr. Joseph Perron be authorized to enter into the agreement and sign the contract in the name of the Jonquière Pulp Company.

(Signed) ED. SIMARD, *President.*

" PASCHAL BERGERON, *Sec.-Treas.*

True copy.

(Signed) PASCAL BERGERON, *Sec.-Treas.*

The present resolution is acknowledged to be true by Messrs. Paschal Bergeron and Joseph Perron, in the presence of Ths. Z. Cloutier, notary, this 8th August, 1900, to be annexed to the original of a deed of contract and agreement between the Jonquière Pulp Company and the Chicoutimi Pulp Company.

Signed in the presence of } PASCHAL BERGERON,
JOSEPH PERRON,

(Signed) THS. Z. CLOUTIER, N.P.

True copy of the certified copy annexed to my minute No. 10,393.

THS. Z. CLOUTIER, N. P.

EXTRACT from the minutes in the minute book of the Chicoutimi Pulp Company, incorporated 23rd January, 1900.

At a meeting of the directors of the Chicoutimi Pulp Company, held in the offices of the said company, in the town of Chicoutimi, on the 15th August, 1900, at which were present: J. D. Guay, J. E. A. Dubuc, O. A. Porritt and F. X. Gosselin, constituting a quorum, it was moved and resolved:

That the president, Mr. J. D. Guay, and the managing director, Mr. J. E. A. Dubuc, be and are authorized to pass and sign with the Jonquière Pulp Company a deed of contract and agreement respecting the dams to be built for the barrage of Lake Kenogami.

The obligations of the Jonquière Pulp Company shall be:

To build, at its expense, a dam at Cran Serré, in a workmanlike manner and of perfect solidity and, at the same time, place a barrage across the channel situate at the same place, on the west side of river Aux Sables, and serving as an outlet for a portion of the river when the waters are high; to purchase the land necessary for the above purposes; to guarantee for two years, dating from the completion of the building thereof, the perfect solidity of the dam and barrage

above-mentioned, undertaking to repair or rebuild the same if they be damaged or destroyed but by water only ; to transfer, immediately after the construction thereof, the barrage and dam aforesaid and all the land and rights acquired for such purpose ; to transfer the rights conferred upon it by the provincial Legislature of Quebec, 63 Victoria, chapter 73, section 4, respecting the power to construct and maintain dams on the river Aux Sables to dam up Lake Kénogami and maintain its level at the height of the waters in the spring ; to transfer also all the rights it may have from various land owners around Lake Kenogami and on river aux Sables above the dam and barrage aforesaid to cause the water of Lake Kenogami to rise on their property, without compensation ; to transfer also the right conferred upon it by the provincial Legislature of Quebec, with respect to the method of expropriation for indemnifying the proprietors whose land may be covered by the new elevation of the waters of the lake ; to help the Chicoutimi Pulp Company in settling all difficulties connected with the damages that may be caused by raising the level of the waters of Lake Kenogami ; to make use of all possible ordinary means to obtain from Messrs Price Brothers and Company, the pecuniary assistance promised by the latter towards the construction of the dams at Lake Kenogami, to wit : 8 per cent. of the actual cost of the works ; such 8 per cent. of the work on the dam on river Aux Sables shall belong, if obtained, to the Jonquière Pulp Company ; to pay the Chicoutimi Pulp Company one thousand dollars in the course of July, 1901, and 1902, without interest, by means of two promissory notes, signed by the Jonquière Pulp Company ; and, for security for the payment of such notes, the Chicoutimi Pulp Company may, if they be not paid at maturity, suspend the execution of its obligations.

The obligations of the Chicoutimi Pulp Company shall be :

To construct a dam at Portage des Roches on the river Chicoutimi and to maintain it in future as well as that of Cran Serré after the expiration of the two years above-mentioned in a good state of repair, and to bear alone all damages that might be caused by the breaking of the dams to the riparian owners by the sudden rise of the waters of the river ; to give the Jonquière Pulp Company, on demand, one-third of the water accumulated as a reservoir by means of the dams above-mentioned, and finally to comply with the law respecting the floating of logs.

Messrs. Guay and Dubuc are further authorized to cause to be inserted in the deed of contract any conditions they may

The Jonquière Pulp Company shall supply all the timber for the two dams already made and provide the sum of five hundred dollars in the course of next August.

The Chicoutimi Pulp Company shall alone be responsible for all the damages occasioned by raising the level of the waters of the said dam.

The height of the apron shall be two feet below the head of the rapid.

If, within three years from this date, the Jonquière Pulp Company can utilize the water-power created by the said dam it shall have the right to appropriate it on paying five hundred dollars to the Chicoutimi Pulp Company ; provided however, such appropriation shall have no injurious effect on the distribution of the water of the said dam.

JONQUIÈRE, 15th February, 1901.

(Signed) J. E. A. DUBUC,
Director, Chicoutimi Pulp Company.

(Signed) JOSEPH PERRON,
Managing Director.

“ PASCHAL BERGERON,
Sec.-Treasurer.

SCHEDULE C

1. Deed of sale by J. D. Guay *et al.* to the Chicoutimi Pulp Company, dated 20th November, 1897, Cloutier, notary ; registered under the number 10,742 ;

2. Exchange between *La Compagnie Municipale des eaux de Chicoutimi* and the Chicoutimi Pulp Company, dated 10th January, 1898, Cloutier, notary ; registered under the number 10, 811 ;

3. Sale by the Crown to the Chicoutimi Pulp Company, dated 20th November, 1899 ;

4. Deed of sale by Isaie Jobin, *fls.*, to the Chicoutimi Pulp Company, dated 15th January, 1900 ; Cloutier, notary ; registered under the number 11,848 ;

5. Deed of sale by Dame Adèle Brassard and Sieur Louis Imbault to the Chicoutimi Pulp Company, dated 15th January, 1900 ; Cloutier, notary ; registered under the number 11,847 ;

6. Deed of transfer by *La Compagnie des eaux et de l'électricité de Chicoutimi* to the Chicoutimi Pulp Company, dated 24th February, 1900 ; Cloutier, notary ; registered under the number 11,879 ;

7. Deed of sale of the Chicoutimi Pulp Company, incorporated on the 18th May, 1897, to the Chicoutimi Pulp Company, incorporated on the 23rd January, 1900, dated 3rd May, 1900 ; Cloutier, notary ; registered under the number 11,980 ;

8. Sale by the Crown to the Chicoutimi Pulp Company, dated 20th October, 1900 ;

9. Deed of sale by the Quebec Government to the Chicoutimi Pulp Company, dated 27th October, 1900 ; Taschereau, notary ; registered under the number 12,249 ;

10. Sale by the Crown to the Chicoutimi Pulp Company, dated 13th October, 1900 ;

11. Sale by the Crown to the Chicoutimi Pulp Company, dated 13th October, 1900 ;

12. Sale by the Crown to the Chicoutimi Pulp Company, dated 30th May, 1901 ;

13. Deed of sale by J. D. Guay to the Chicoutimi Pulp Company, dated 19th December, 1901 ; Cloutier, notary ; registered under the number 12,871 ;

14. Agreement between the Quebec and Lake St. John Railway Company and the Chicoutimi Pulp Company, dated 1st December, 1900 ; registered at Chicoutimi under the number 12,987.
