

## CHAP. 4

An Act respecting the contract entered into between the Government and *Les Sœurs de la Charité de Québec*, respecting the maintenance of the insane in the Asylums at Beauport and St. Ferdinand d'Halifax

[Assented to 25th April, 1903]

HIS MAJESTY, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows :

1. The contract, hereinafter set forth, respecting the care, custody and maintenance of the insane in the asylums at Beauport and St. Ferdinand d'Halifax, passed on the twenty-third day of February nineteen hundred and three, before Louis Philippe Sirois, notary, between the Government of the Province of Quebec and *Les Sœurs de la Charité de Québec*, is approved and ratified.

Certain contract of 23rd Feby. 1903, ratified.

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

Coming into force.

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CONTRACT

On the twenty-third day of February, in the year one thousand nine hundred and three.

Before LOUIS PHILIPPE SIROIS, Notary Public for the Province of Quebec, residing and practising at Quebec,

CAME AND APPEARED :

HIS MAJESTY THE KING, herein represented by the Honorable AMÉDÉE ROBITAILLE, of the City of Quebec, Advocate, King's Counsel, Secretary and Registrar of the Province of Quebec, to the effect of these presents authorized by an order of the Lieutenant-Governor of the Province of Quebec, in Council, No. 92, dated the nineteenth day of February instant, approved on the twenty-first of February instant by His Honor the Lieutenant-Governor, a copy whereof is annexed to the original minute of these presents, and

LES SŒURS DE LA CHARITÉ DE QUÉBEC, a body politic and corporate, having its chief place of business in the City of Quebec, herein represented by Dame Marie Julie Auger of the City of Quebec, in religion Sister Ste. Hélène, Superior General of *Les Sœurs de la Charité*, specially authorized for the purposes of the present deed by a resolution of the Council of *Les Sœurs de la Charité*, dated the twenty-first day of February instant, approved on the twenty-second of February instant, by His Grace Monseigneur Louis Nazaire Bégin, Archbishop of Quebec, a copy of which authorization has been annexed to the original minute of the present deed, after having been acknowledged by Sister Ste. Hélène and signed this day by her and by the undersigned notary,

Who have entered into the following contract :

# I

## TITLE OF THIS CONTRACT

This deed may be cited under the name of "Contract respecting the care, custody and maintenance of the insane in the asylums at Beauport and St. Ferdinand d'Halifax."

# II

## DEFINITIONS

In this contract unless the text requires another interpretation :

- (a) The expression "Government" means "His Majesty," one of the parties to this contract ;
- (b) The expression "*Les Sœurs*" means "*Les Sœurs de la Charité de Québec*," the other party to this contract ;
- (c) The expression "Patients" means the idiot and insane persons of both sexes confided to *Les Sœurs* ;
- (d) The expression "Asylum", employed alone, applies to that at Beauport and that at St. Ferdinand d'Halifax ;
- (e) The expression "Guardians" comprises also female guardians both religious and lay ;
- (f) The expression "Physicians" means the physicians appointed by the Government of the Province of Quebec ;

- (g) The expressions "Inspectors" "Visitors" mean the Inspectors of Asylums, Prisons, &c., appointed by the Government of the Province.

### III

#### CARE AND MAINTENANCE OF THE PATIENTS

*Les Sœurs* oblige themselves towards the Government, for the term of twenty-five years, to commence from the eighth of April next, to receive and lodge in their asylum all the patients who shall be confided to them by the Government, and to feed, clothe, maintain, heat and light them in a suitable manner, to give them all the care they may require, both in health and sickness, and to provide them with the medical attendance required by their condition, the whole according to the stipulations hereinafter set forth.

### IV

#### FOOD, ETC., SET FORTH IN THE SCHEDULE

The food and clothing given, as well as the beds and bedding supplied to the patients by *Les Sœurs*, shall not, in any case, be of inferior quality, nor be given in quantities less than those described in the schedule annexed to the original minute of this contract signed by the parties and by the notary.

### V

#### TREATMENT TO BE GIVEN

*Les Sœurs* undertake to give to the patients, who shall be confided to them, the same care and to procure them at least the same comforts, the same amusements and recreation, the same solicitude, in a word, to treat them in every respect, at least as well as they have done during the contract with the Government, which contract expires on the seventh of April next.

*Les Sœurs* further undertake to improve the manner of keeping their asylum generally, as science and experience discover improvements to be made in the treatment of the insane, subject nevertheless to that which is set forth in the following clause.

### VI

#### CERTAIN EXPENDITURE TO BE REIMBURSED

If, owing to orders from the medical superintendent, or regulations under the laws of this Province governing

the insane and insane asylums, any expenses be imposed upon *Les Sœurs* greater than those which shall result from what is specially mentioned in articles three (3) four (4) five (5) seven (7), nine (9), and eleven (11) of the present contract and in the schedule annexed, such additional expenses, after having been approved by His Honor the Lieutenant-Governor in Council, shall be paid by the Government, over and above the contract price.

## VII

### CLOTHING AND WORK OF THE PATIENTS

The clothing of the patients shall correspond to the different seasons, so as to enable them to go out every day as much as possible.

The patients shall generally be made to work as a means of effecting their cure.

## VIII

### GUARDIANS

The guardians shall be sufficiently numerous, so that there shall not be on an average more than twelve patients confided to the care of each. These guardians must know how to read, write and cipher, and be not less than twenty-one nor more than sixty-five years of age.

The latter provisions shall not apply to efficient guardians who are now employed.

## IX

### VISITS OF PHYSICIANS, INSPECTORS, ETC.

*Les Sœurs* shall give every possible facility to the Government physicians, and to the visitors and inspectors of asylums, and shall afford them every assistance, so as to facilitate their labours and the performance of their duties.

## X

### PRICE FOR MAINTENANCE OF EACH PATIENT

The Government undertakes to pay to *Les Sœurs*, at the office of the Treasurer of the Province of Quebec, a sum of one hundred and ten dollars per annum for each patient they shall hereafter keep for the Government, and for the whole time only of such patient's confinement.

Such payments shall be effected by quarterly instalments, the first whereof shall be made on the first of July next, and the others every three months, without interruption, until the expiration of the present contract.

The annual sum, however, payable by the Government, shall never be less than that payable for the minimum number of patients fixed by the following article.

## XI

### MINIMUM NUMBER OF PATIENTS

The Government undertakes to place and keep at all times under the care of *Les Sœurs* at least eight hundred and fifty patients, including in this number those already at St. Ferdinand d'Halifax.

However, when *Les Sœurs* shall have enlarged and added to the Asylum at Beauport, so as to permit their receiving at least two hundred more patients than are now already lodged and cared for there, such minimum number will be then increased from eight hundred and fifty to one thousand patients.

## XII

### SERVICES OF CHAPLAINS

The Government shall pay for the services of the chaplains required at the Asylum, but *Les Sœurs* shall lodge and feed the chaplains if required so to do.

## XIII

### TRANSPORT OF PATIENTS

The patients so confided to the care and keeping of *Les Sœurs* shall be transported to and delivered at the asylum, at the charge and expense of the Government or of the parties interested, saving the recourse of the Government against the persons, corporations or municipalities thereunto bound by law.

## XIV

### ESCAPE OF PATIENTS

If, after their arrival at the asylum, such patients should escape or get away from the asylum, *Les Sœurs* shall be bound, at their own expense, to take all necessary steps to find them and bring them back to the asylum.

## XV

## NOTICE IN CASE OF ESCAPE

Whenever a patient shall escape or get away from the asylum, *Les Sœurs* shall give notice to the Provincial Secretary, in which notice they shall mention the name of the patient who has so got away from the asylum, the date of his escape, and that of his return, or that he could not be found.

## XVI

## NOTICE IN CASE OF DEATH

In the event of the death of any patient, *Les Sœurs* shall give notice to the Provincial Secretary, which notice shall give the name of the patient and the date of his death.

## XVII

## BURIAL EXPENSES

At each quarterly payment, the Government shall pay to *Les Sœurs* an additional sum of three dollars, for burial and other funeral expenses of each patient deceased at the asylum during the quarter.

## XVIII

## INSURANCE OF THE PROPERTY

*Les Sœurs* shall insure the moveable and immoveable property of the Beauport Asylum for an amount of not less than one hundred and fifty thousand dollars.

If the Government is of opinion that such insurance is not for a sufficient amount to cover the interests of the Province, it may effect an additional insurance, and, in such case, it shall pay the premiums of such insurances so effected by it.

## XIX

## SETTLEMENT OF A CLAIM IN DISPUTE

*Les Sœurs*, by two contracts of loan, received by Cyrille Tessier, notary, one on the eighteenth of April, eighteen hundred and ninety-four and the other on the thirtieth of January, eighteen hundred and ninety-five, acknowledged to owe the Government the sum of forty-four thousand, three

hundred and ninety-five dollars and sixty cents. The said sum had been advanced by the Government to pay for the cost of repairs and improvements made to the asylum at Beauport, in accordance with the orders of the medical superintendent. *Les Sœurs* have always claimed that this expenditure should be paid by the Government. The latter, on the contrary, always maintained that *Les Sœurs* should pay it. At the time of the signing of the deeds of loan above mentioned it was understood, between the Government and *Les Sœurs*, that the fact of signing the said deeds of loan would in no way change the respective positions of the parties as to their pretensions, that the matter in dispute would remain in suspense to be decided later, either by the courts, by arbitration or by the mutual consent of the parties.

With a view of finally settling this claim, the parties enter into the following transaction : *Les Sœurs* will pay to the Government, in the manner hereinafter established, the sum of twenty-five thousand dollars, and the Government gives them a discharge for the balance.

So as to pay this debt of twenty-five thousand dollars, *Les Sœurs* authorize the Government to retain, out of each quarterly instalment, payable to them under the terms of article ten hereinabove, the sum of two hundred and fifty dollars, until the capital sum of twenty-five thousand dollars is completely reimbursed.

## XX

### FURTHER CLAIM

There remained due to the Government a sum of seven thousand, five hundred dollars as a balance of a loan of fifty thousand dollars made to the former proprietors on the seventeenth of February, eighteen hundred and seventy-five. *Les Sœurs*, at the time they acquired the asylum, undertook to pay the said sum to the Government in discharge of the former proprietors, with interest at four and one half per cent. ( $4\frac{1}{2}\%$ ). *Les Sœurs* undertake to pay to the Government this sum of seven thousand, five hundred dollars in two years from this date, and to pay to it the interest thereon from the seventh of April next, at the rate of four and one half per cent. per annum. To pay such interest, amounting annually to three hundred and thirty-seven dollars and fifty cents (\$337.50), *Les Sœurs* authorize the Government, so long as they have not paid the capital, to retain, out of each quarterly instalment payable to them under the terms of article ten hereinabove, the sum of eighty-four dollars and thirty-seven cents. *Les Sœurs* further engage to pay to the Government five years of arrears of interest on the seventh of April

next (the surplus being remitted to them) upon the said sum of seven thousand, five hundred dollars, namely : sixteen hundred and eighty-seven dollars and fifty cents. With a view of paying to the Government the said sum of sixteen hundred and eighty-seven dollars and fifty cents, the amount of the arrears of interest, *Les Sœurs* authorize the Government to retain, out of each quarterly instalment payable to them as aforesaid, the sum of sixteen dollars and eighty-seven cents, until complete payment of the said sum.

## XXI

### STANDARD LIFE INSURANCE COMPANY'S LOAN

By the act fifty-seven Victoria, chapter seven (57 V., c. 7), the Government guaranteed the payment, in capital and interest, of a loan of ninety thousand dollars made to *Les Sœurs* by the Standard Life Insurance Company, repayable in thirty years, from the twenty-ninth of June, eighteen hundred and ninety-three, with interest at the rate of four and one half per cent. per annum. When the Government gave such guarantee, no sinking fund to insure the payment of the same by *Les Sœurs* had been provided for.

With a view of creating such sinking fund, *Les Sœurs* agree with the Government to deposit in trust, in a bank to be approved by the Government, a sum of three thousand dollars, every year without any interruption during twenty years, from the eighth of April next. In default of *Les Sœurs* carrying out this obligation, the Government is authorized to retain the said sum of three thousand dollars per annum out of the instalments payable to *Les Sœurs*.

It is agreed, that in the event of *Les Sœurs* desiring to withdraw this sum on deposit as a sinking fund, they may do so upon substituting other securities for the payment, approved by the Lieutenant-Governor in Council.

## XXII

### CANCELLATION OF THIS CONTRACT

*Les Sœurs* have the right to put an end to this contract, after having given a previous notice of their intention to that effect at least two-years in advance, and at the end of such two years.

## XXIII

### ASSIGNMENT OF CONTRACT FORBIDDEN

*Les Sœurs* shall not have the right to assign the present contract, without an order of the Lieutenant-Governor in Council accepting the said transfer.



## XXIV

## GENERAL PROVISIONS

As regards everything not specially mentioned and determined in the present contract, the parties refer to the law of the Province of Quebec governing the insane and asylums for the insane, and especially as regards the medical attendance and the powers and attributions of the medical superintendent, his assistant and the house physicians.

Such powers and attributions are, however, limited by the right possessed by the proprietors of managing their establishment in so far as regards order, discipline and economy, of directing their employees and of controlling all the expenditure, provided that the exercise of such right in no manner interferes with the medical, moral and physical treatment of the patients, as defined in article (3187) three thousand, one hundred and eighty-seven of the Revised Statutes of Quebec, enacted by the act fifty-seven Victoria, chapter thirty-three, section five (57 V., c. 33, s. 5).

## XXV

## RATIFICATION

The present contract shall be ratified by an Act of the Legislature of the Province of Quebec at its next session.

PASSED AT QUEBEC, under the number nine thousand, seven hundred and fifty-two of the minutes of the undersigned notary.

IN WITNESS WHEREOF, the parties have signed with the notary, first duly read.

(Signed) S. M. JULIE AUGER *dite* STE. HÉLÈNE, *Supre*,

“ AMD. ROBITAILLE,

“ L. P. SIROIS, N. P.

True copy of the original minute remaining in my office.

L. P. SIROIS, N. P.

## SCHEDULE

## REGULATIONS RESPECTING FOOD AND RATIONS FOR MEN AND WOMEN

	Per diem.
Wheat bread.....	20 oz.
Potatoes, carrots, turnips and other vegetables....	20 “
Meat: beef, mutton or pork, of the best quality ;	
For ordinary patients .....	6 “
For patients able to work or who are quiet...	8 “
The same quantity of fish per diem if desired.	
Butter.....	2 “
Meat or vegetable soup.....	2 pints.
Tea and coffee with milk.....	1½ “
And necessary condiments.	

The preparation of the food shall be varied, and there shall be, at least, three meals a day for each patient, and variety in the food every day, as much as possible, with fruit or dessert once a day.

## CLOTHING FOR MEN

	Per annum.
Shirts.....	4
Flannel undershirts.....	2
Cotton shirts.....	2
Woollen socks.....	3 pairs
Cotton socks.....	3 “
Shoes.....	3 “
Summer trousers.....	2 “
Winter trousers.....	2 “
For patients who spoil their clothes :	
Summer trousers.....	4 “
Winter trousers.....	4 “
Braces.....	1 “
Cotton drawers.....	2 “
Woollen drawers.....	2 “
Summer cravats.....	2
Winter comforters.....	2
Summer coats.....	2
Winter coats.....	2
Summer waistcoats.....	2
Winter vests.....	2
Summer hat.....	1
Winter cap.....	1
Pocket handkerchiefs.....	3
Winter overcoat.....	1
Winter overshoes.....	1 pair.

## CLOTHING FOR WOMEN

	Per annum
Chemises.....	4
Flannel undershirts.....	2
Cotton undershirts.....	2
Woollen stockings.....	3 pairs
Cotton stockings.....	3 "
Garters.....	1 "
Shoes.....	3 "
Summer petticoats.....	2
Winter petticoats.....	2
Cotton dresses for summer.....	2
Woollen dresses for winter.....	2
Summer shawls.....	2
Winter shawls.....	2
Aprons.....	4
Day caps.....	3
Night caps.....	3
Handkerchiefs.....	3
Summer hat.....	1
Winter hat.....	1
Summer drawers.....	2 pairs
Winter drawers.....	2 "
Winter cap.....	1
Outside winter clothing.....	1

## BEDS AND BEDDING

Iron bedstead, woollen mattress, hair mattress or wool and hair mixed, straw palliasse, woollen pillow and hair pillow, at least two pillow slips per bed ; sheets, at least four per bed ; woollen blankets, at least four per bed, one quilt, one chair, one chamber. Special beds for unclean and epileptic patients.

THIS IS THE SCHEDULE mentioned in the above written contract between *Les Sœurs de la Charité de Québec*, of the one part and His Majesty, represented by the Honorable Amédée Robitaille, Provincial Secretary, of the other part, passed before the undersigned notary, this twenty-third of February, one thousand, nine hundred and three, under No. 9752, signed on the same day by the parties and the undersigned notary.

(Signed) S. M. JULIE AUGER, dite STE-HÉLÈNE,  
Supre,

" AMD. ROBITAILLE,

" L. P. SIROIS, N. P.,

True copy,

L. P. SIROIS, N. P.

AT A MEETING OF THE council of *Les Sœurs de la Charité*, held at Quebec, this 21st day of February, nineteen hundred and three, it was resolved, that Sister Marie Julie Auger, dite Ste-Hélène, Superior General, be authorized, for and in the name of the said *Sœurs de la Charité de Québec*, to sign the contract with the Government of the Province, for the care and maintenance of the insane, which has been communicated to the council and is hereby approved.

(Signed,) SR C. DESCHÈNES dite STE. CHRISTINE, *Asst.*,

“ SR A. GAGNÉ, dite ST. ALEXIS,  
*Mistress of the Novices,*

“ SR M. E. SIROIS dite STE. THÉODORE,  
*Dep.,*

“ SR M. BELLENGER dite STE. AGATHE DE JÉSUS,  
*Hospitaller.*

Examined and approved,

Archbishop's palace of Quebec, 22nd February 1903.

(Signed) † L. N., Archbishop of Quebec.

This resolution was annexed to the original minute No. 9752 of the repertory of the undersigned notary, after having been signed by the parties and the notary, this twenty-third of February, nineteen hundred and three.

(Signed) SR M. JULIE AUGER, dite STE. HÉLÈNE,  
*Supre,*

“ AMD. ROBITAILLE,

“ L. P. SIROIS, N. P.

True copy.

L. P. SIROIS, N. P.

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No. 92.

COPY of the report of a committee of the Honourable Executive Council, dated the 19th February, 1903, approved by the Lieutenant-Governor on the 21st February, 1903.

CONCERNING A CONTRACT BETWEEN *Les Sœurs de la Charité de Québec*, FOR THE CARE OF THE INSANE.

The Honorable the Provincial Secretary, in a memorandum, dated the nineteenth of February, 1903, recommends that he be authorized to sign the contract, a draft whereof is annexed to the aforesaid memorandum, being the contract between the Government and *Les Sœurs de la Charité de Québec*, for the custody, maintenance and care of the insane.

Certified,

(Signed) GUSTAVE GRENIER,  
*Clerk Executive Council.*

True copy,

L. P. SIROIS, N. P.

## CHAP. 5

An Act respecting the contract entered into between the Government and the Brothers of Charity of St. Vincent de Paul of Montreal

[Assented to 25th April, 1903]

HIS MAJESTY, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows :

1. The contract, set forth in the schedule of this act, respecting the care, supervision and payment of the expenses for the custody and maintenance of juvenile offenders confined in the Montreal Reformatory School, as also the direction and management of that school, passed on the fifteenth of October, nineteen hundred and two, between the Government and the Brothers of Charity of St. Vincent de Paul of Montreal, is approved and ratified.

Contract of  
Oct. 15th,  
1902, ratified

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

Coming into  
force.