

Rate-payers entered as belonging to particular religion in valuation roll are bound to pay as such.

3. The rate-payers entered on the valuation roll of the city of Ste Cunégonde de Montréal, or on the extract from the valuation roll of the city of Montreal, for that part which is now annexed to the city of Ste Cunégonde de Montréal for school purposes, and who are therein inscribed as catholics or protestants, shall, after the homologation of the said rolls, be deemed to belong to the religion therein ascribed to them, and cannot refuse to pay the school contributions as therein imposed upon them by reason of there being an error as to their religion.

If declaration is filed however, officer to hand over to proper school board amount collected.

However, upon the sworn declaration of one of the said rate-payers, attesting that there is an error as to his religion in the said valuation rolls, the officer collecting the said contribution paid by such rate-payer shall be obliged to hand over the proceeds to the school board which would have received it, if the designation of the religion of the rate-payer had been entered on the said rolls as being according to the declaration so furnished.

Interest on and prescription of school taxes

4. School taxes bear interest from the thirtieth day following that on which they are exigible, and shall be prescribed only by five years.

Coming into force.

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

## CHAP. 58

An Act to ratify a certain agreement respecting taxes for school purposes upon the property of the Dominion Cotton Mills Company, Limited, in the town of Magog

[Assented to 28th March, 1901]

Preamble.

WHEREAS the Catholic Board of School Commissioners of the town of Magog, the Protestant Board of School Commissioners of the town of Magog, the Corporation of the town of Magog, and the Dominion Cotton Mills Company, Limited, have petitioned, representing that they have entered into an agreement settling all matters in dispute relating to school taxes, and commuting the school taxes payable for a fifteen year period beginning on the 31st day of December, 1901, and praying that an act be passed making the said agreement valid and binding, notwithstanding that some of the parties had not the power to enter into it, and whereas it is expedient to grant the prayer of the said petition ;

Therefore, His Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

1. The agreement hereto annexed made and entered into between the Catholic Board of School Commissioners of the town of Magog, the Protestant Board of School Commissioners of the town of Magog, the Corporation of the town of Magog, and the Dominion Cotton Mills Company, Limited, settling all their school tax questions, and commuting the school taxes payable by the said company for a period of fifteen years, beginning on the 31st day of December, 1901, is hereby ratified, confirmed and declared valid.

Agreement  
respecting  
school taxes,  
ratified.

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

Coming into  
force.

THIS DEED OF AGREEMENT AND SETTLEMENT made and executed  
this twenty-fourth day of January, A.D., 1901

BETWEEN

THE CATHOLIC BOARD OF SCHOOL COMMISSIONERS OF THE TOWN OF  
MAGOG, hereinafter called the

*Party of the first part,*

AND

THE PROTESTANT BOARD OF SCHOOL COMMISSIONERS OF THE  
TOWN OF MAGOG, hereinafter called the

*Party of the second part,*

AND

THE CORPORATION OF THE TOWN OF MAGOG, hereinafter called the

*Party of the third part,*

AND

THE DOMINION COTTON MILLS COMPANY, LIMITED, hereinafter  
called the

*Party of the fourth part.*

That whereas the party of the fourth part had, for a period of years terminating on the thirty-first day of December, A.D. 1899, commutation of certain school taxes, which commutation was fixed and determined at the sum of one thousand dollars per annum ;

And whereas the said commutation period ended on the said day of the thirty-first December, 1899 ;

And whereas the party of the fourth part has contested the valuation roll of the town of Magog, in so far as it affects the property of the party of the fourth part, contending that the said valuation is excessive ;

And whereas the party of the fourth part, pending the determination of the said contestation, has not paid over to the parties of the first and second parts any sums of money for taxes on property since last payment made by them under the commutation agreement ;

And whereas the parties hereto are desirous of settling their differences and fixing a determinate amount for said school taxes payable by the party of the fourth part for a period of fifteen years ;

NOW THEREFORE THIS AGREEMENT WITNESSETH :

1. That the party of the fourth part hereby agrees to pay over in cash to the parties of the first and second parts a sum of eleven thousand three hundred and seventy-eight dollars, said sum being intended to cover an amount of fifteen hundred dollars given and granted to the party of the second part to assist it to liquidate its outstanding liabilities, and a sum of fifteen hundred and twenty-eight dollars for school taxes on mill property for two years antecedent to the 31st day of December, 1901, to the parties of the first and second parts, and a sum of eight thousand three hundred and fifty dollars given and granted to the party of the first part in order to assist it to liquidate its outstanding liabilities, and as part consideration for the commutation of said school taxes as herein specially provided for, receipt of which said sum of eleven thousand three hundred and seventy-eight dollars is hereby acknowledged by the said parties of the first and second parts as full satisfaction and payment.

2. The parties of the first, second and third parts have agreed and covenanted with the party of the fourth part, and they do hereby commute and settle, for a period of fifteen years, dating from the 31st day of December, 1901, the total amount of school taxes on said mill property payable by the party of the fourth part per annum for the said period of fifteen years, which is agreed as follows :—viz, for five years beginning on the 31st day of December, 1901, a sum of fifteen hundred and twenty-eight dollars per annum, and at the expiration of the said first period of five years, for the next period of five years a sum of sixteen hundred and twenty-eight dollars per annum, and at the expiration of the said second period of five years and for a further period of five years a sum of seventeen hundred and twenty-eight dollars per annum, which said respective payments for the said three periods of five years shall represent and be the amounts payable by the party of the fourth part for said school taxes on mill property for said town of Magog, and the parties of the first and second parts hereby agree between them that the said annual payments shall be divided in the proportion of three quarters to the party of the first part and one quarter to the party of the second part.

3. The parties of the first, second and third parts shall assist in having the present settlement and agreement approved and legalized by an act of the Legislature of the Province of Quebec, the costs of said enactment to be borne by the party of the fourth part.

4. It is agreed by the parties hereto that the valuation roll shall be altered, and instead of the said property as now entered on said valuation roll being entered at nine hundred and twenty thousand dollars, it shall be put thereon at a sum of two hundred and fifty thousand dollars, said entry however to be made without any admission as to values by the party of the third part, but to effect a settlement of the recent pending litigation.

5. The said party of the fourth part will also pay an additional sum of five hundred dollars in final settlement of all costs in the matter now pending between the parties hereto.

6. The term "*mill property*" in this agreement is understood and intended to cover and include all property of whatsoever nature used, or which during the continuance of this agreement may come into use, as the property in, on and about lots 1126 and 1304 on the cadastre of the town of Magog is now used, in connection with the manufacturing of the Dominion Cotton Mills Co. Limited, at the said town of Magog.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this twenty-fourth day of January, A. D., 1901, at the town of Magog.

C. E. MILETTE, P. P., *President.*

H. JASMIN, *Secretary-Treasurer,*  
*Catholic Board School Commissioners.*

W. W. CHALMERS, *Chairman.*

GEO. N. THOMPSON, *Secretary-Treasurer,*  
*Protestant Board of School Comrs.*

E. H. GUILBERT, *Mayor.*

L. A. AUDET, *Secretary-Treasurer.*  
*Corporation, town of Magog.*

THE DOMINION COTTON MILLS CO., Limited.

A. F. GAULT, *President.*

O. E. HANNA, *Secretary.*

Seal of the  
CORPORATION OF THE TOWN OF MAGOG,  
Province of Quebec, Canada.

Seal of the  
DOMINION COTTON MILLS COMPANY, (Limited),  
Montreal, Canada.

Signed, sealed and delivered  
in presence of

(Signed) G. DOAK,  
Witness.

I, ROBERT A. DUNTON, the undersigned notary public for the Province of Quebec, residing and practising in the city of Montreal, in the said province, do hereby certify and attest, unto all to whom these presents shall come or whom the same may in anywise concern, that the foregoing is a just, true and faithful copy of a certain deed of agreement between the Catholic board of school commissioners of the town of Magog, party of the first part, the Protestant school commissioners of the town of Magog, party of the second part, the corporation of the town of Magog, party of the third part, and the Dominion Cotton Mills Company, limited, of the fourth part, signed and executed, in the presence of a witness therein named, the twenty-fourth day of January last, (1901) the same having been by me therewith duly collated and compared with the original thereof.

Acte whereof being requested, I have granted the same under my notarial form and seal of office, to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF, I have set my hand and seal notarial to these presents, executed at the said city of Montreal, this twelfth day of February, one thousand nine hundred and one.

[L.S.]

R. A. DUNTON.

---

CHAP. 59

An Act to further amend the charter of the Quebec Central Railway Company

[Assented to 28th March, 1901]

## Preamble.

WHEREAS the Quebec Central Railway Company has, by its petition, represented that in view of the approaching construction of a bridge across the St. Lawrence, at or near the River Chaudière, in the county of Levis, it is desirable that they should be empowered to construct a branch line of railway from Scott's Station, in the county of Beauce, on its present line of railway to a point on the river St. Lawrence near the southern extremity of the said proposed bridge, and from thence eastward to another point on the river St. Lawrence, a distance of five miles, and that for these and other purposes their charter be amended ;

And whereas it is expedient to grant the prayer of the said petition

Therefore, His Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows :