

CAP. VI.

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 Beauport Asylum.

[Assented to 8th January, 1894.]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

Certain contract of 7th April, 1893, confirmed.

1. The contract hereinafter set forth, respecting the care, custody and maintenance of the insane, passed on the seventh day of April, eighteen hundred and ninety-three, before J. A. Charlebois, notary, between the Government and *Les Sœurs de la Charité de Québec*, is approved and ratified.

Property, &c., of Beauport Asylum exempt from taxes, water-rates, &c.,

2. Notwithstanding any law or by-law to the contrary, and notwithstanding the by-laws numbers three and four of the municipality of Limoilou, the said Beauport Asylum and its dependencies, to wit : lots numbers five hundred and ninety and five hundred and ninety-one of the official plan and book of reference thereto of St. Rochs North, and lot number seven hundred and thirty-nine of the official plan and book of reference of the parish of Beauport, as well as the buildings thereon erected, circumstances and dependencies, have been exempt since the eighth of April last from all taxes and contributions for water, and shall, in future, be exempt from all provincial, municipal or school taxes, as well as from all special assessments, and from all taxes or compensation for water.

Coming into force.

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

CONTRACT.

On the seventh day of April, in the year one thousand eight hundred and ninety-three,

Before Jean Alfred Charlebois, the undersigned notary public for the Province of Quebec, residing and practising in the city of Quebec,

CAME AND APPEARED :

Her Majesty, Our Sovereign Lady the Queen, herein represented by the Honourable Louis Philippe Pelletier, of the city of Quebec, advocate, Queen's Counsel, Provincial Secretary and Registrar, and to the effect of these presents duly authorized by an Order in Council, dated the first of

April instant, and approved on the same day by His Honour the Administrator of the Province of Quebec, a copy whereof is hereunto annexed, party of the first part ;

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 Emma Sirois, of the city of Quebec, in religion Sister St. Théodore, *dépositaire* of the said community, specially hereunto authorized by a resolution passed by the Council of *Les Sœurs de la Charité de Québec*, dated the 7th day of April instant and approved by His Lordship L. N. Bégin, Coadjutor of His Eminence Cardinal Taschereau, a copy of which authorization, so approved, shall remain hereunto annexed, after having been acknowledged by the said Sister St. Théodore in presence of the said notary, party of the second part :

Which parties have entered into the following covenants, to wit :

CONTRACT FOR THE CARE AND MAINTENANCE OF IDIOTS
AND THE INSANE.

1. The parties of the second part bind and oblige themselves, for the space and term of ten years, commencing from the eighth day of April instant, to receive and lodge, as hereinafter set forth, the idiots and insane of both sexes, hereinafter designated "the patients," who shall be confided to them by the party of the first part, to feed, clothe, maintain, heat and light in a suitable manner, to give them all the care they may require both in health and in sickness, and to provide them with the medical attendance required by their condition under the conditions hereinafter laid down.

Food, etc., set forth in Schedule.

2. The food and clothing given, as well as the beds and bedding supplied to the patients by the parties of the second part, shall not, in any case, be of inferior quality, nor be given in quantities less than those described and mentioned in the schedule hereunto annexed, signed and initialed by the parties of both parts with and in presence of the undersigned notary.

Minimum number of patients.

3. The party of the first part undertakes and stipulates by these presents to place and keep at all times during the existence of this contract, under the care of the parties of the second part as aforesaid, patients to the number of at least eight hundred and fifty (850), including in this number those already at St. Ferdinand d'Halifax.

Price for maintenance, etc., of each patient.

4. The party of the first part undertakes to pay to the parties of the second part, at the office of the Treasurer of the Province of Quebec, a sum of one hundred dollars per head per annum, for each patient whom they keep or shall hereafter keep for the Government of the Province, and for the whole time only that such patient shall be an inmate of the asylum ; the payments shall be effected by quarterly payments, the first of which shall be made on the first July next, to be afterwards continued every three months up to the expiration of the present contract ; but the annual sum shall never be less than that payable for the minimum number of patients above specified.

Treatment not to be inferior to that of patients at St. Jean de Dieu. Improvements and discoveries.

5. In consideration of the payment of the sum of one hundred dollars per patient, above stipulated, the parties of the second part undertake to give to the patients, who are and who may 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 the patients now are treated in the asylum of St. Jean de Dieu at Longue Pointe, near Montreal ; the said parties of the second part further undertake to improve the keeping of their asylum generally as science and experience discover improvements to be made in the treatment of the insane, subject nevertheless to what is set forth in the following clause.

Certain extraordinary expenses reimbursed.

6. If, however, owing to orders from the medical superintendent or the medical board, or regulations made under the laws of this Province governing the insane and insane asylums, any expenses be imposed greater than those which shall result from what is specially mentioned in clauses 1, 2, 3, 5, 7, 8 and 9 of the present contract and in the schedule annexed, such additional expenses shall be paid by the party of the first part, over and above the contract price.

Clothing for the different seasons. Work of patients.

7. 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.

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

Visits of physicians, of inspectors, etc.

9. The said *Sœurs de la Charité* 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 accomplishment of their duties.

Insurance on the property.

12. The said *Sœurs de la Charité* shall insure the moveable and immoveable property of the Beauport Asylum for an amount of not less than one hundred and fifty thousand dollars; but, if the party of the first part is of opinion that such insurances are 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.

Services of chaplains.

13. The party of the first part undertakes to pay for the services of the chaplains required for the said asylum, but the said *Sœurs de la Charité* shall lodge and feed the said chaplains, if required so to do.

Transport of patients.

14. The patients so confided to the *Sœurs de la Charité* shall be transported to and delivered at the asylum at the sole charge and expense of the Government of the Province of Quebec, or of the parties interested, saving the recourse of the Government against the persons, corporations or municipalities thereunto bound by law.

Escape of patients.

15. But it is agreed that if, after their arrival at the asylum, such persons should escape or get away from the asylum, the said *Sœurs de la Charité* shall be bound, at their own expense, to take all necessary steps to find them and bring them back to the asylum.

Notice in case of escape.

16. Whenever a patient so confided to the said *Sœurs de la Charité* shall escape or get away from the asylum, the said *Sœurs de la Charité* 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.

Notice in case of death.

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

Burial expenses.

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

Reduction of price for care of patients.

18. Should the Government, at any time during the existence of this contract, become the owner of the immoveable property of the asylum, the price for the care and keeping of the patients shall be reduced to eighty-six dollars per annum during the remainder of the period to run.

Mode of reimbursing capital, in case of purchase.

19. Should the Government become the owner of the said immoveables, either during the existence of this contract or at the expiration thereof, it shall repay to the said *Sœurs de la Charité* an amount equal to that which they may have paid as capital only in the annual payments mentioned in the contract entered into this day before V. W. LaRue and mentioned above.

Transfer of contract not allowed.

20. The said *Sœurs de la Charité* shall not have the right to transfer or assign the present contract without an Order in Council accepting the said transfer.

General provisions.

21. 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 selection, appointment and salary of the physicians, the constitution of the medical board, its powers and attributes.

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

Done and passed in the city of Quebec, at the *Hospice des Sœurs de la Charité*, on the day and in the month and year aforesaid under the number four thousand seven hundred and sixty.

In faith whereof, the parties have signed these presents with and in the presence of the undersigned notary, the same having been first duly read.

(Signed) LOUIS P. PELLETIER,
Provincial Secretary,

(Signed) Sister M. E. SIROIS, (called St. Théodore),
Dépositaire.

(Signed) J. A. CHARLEBOIS, N. P.

True copy,

(Signed) J. A. CHARLEBOIS, 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 under shirts.....	2
Cotton do	2
Woollen socks.....	3 pairs.
Cotton do	3 "
Shoes.....	3 "
Summer trousers.....	2 "
Winter do	2 "

For patients who spoil their clothes :

Summer trousers.....	4 pairs.
Winter do	4 "
Braces.....	1 "
Cotton drawers.....	2 "
Woollen "	2 "
Summer cravats.....	2
Winter comforters.....	2
Summer coats.....	2
Winter do	2
Summer waistcoats.....	2
Winter do	2
Summer hat.....	1
Winter cap.....	1
Pocket handkerchiefs	3

Clothing for women.

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

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 Her Majesty, represented by the Honourable Louis Philippe Pelletier, Provincial Secretary, of the other part, passed before the undersigned notary, this seventh day of April, one thousand eight hundred and ninety-three, signed and initialed on the same day by the parties and the undersigned notary.

(Signed) LOUIS P. PELLETIER,
Provincial Secretary.

(Signed) Sister M. E. SIROIS, (called St. Théodore,) *Dépositaire.*

(Signed) J. A. CHARLEBOIS, N. P.

True Copy.

(Signed) J. A. CHARLEBOIS, N. P.
[L. S.]

7th April, 1893.

At a meeting of the council of *Les Sœurs de la Charité*, held at Quebec, this day, the 7th April, 1893, it was resolved, that Sister Marie Emma Sirois, called Sister St. Théodore, *dépositaire* of this community, be authorized, for and in the name of the said *Sœurs de la Charité de Québec*, to sign the contract with the Government, for the care and maintenance of the insane, which has been communicated to the council and is hereby approved.

(Signed,)

Sister J. Auger, (called Ste. Hélène), Superioress.

“ D. Gauvin, (called Marie du Sacré Cœur), Assistant.

“ C. Deschênes, (called Ste. Christine), Mistress of the Novices.

“ M. P. Laprise, (called St. Vincent de Paul), Hospitaller.

Approved this 7th April, 1893.

(Signed,) † L. N. Archbishop of Cyrène.
Coadjutor of His Eminence Cardinal Taschereau.

THIS is the resolution mentioned in the above written deed.

(Signed,) Sister M. E. SIROIS, (called St. Théodore).
Dépositaire.

(Signed,) J. A. CHARLEBOIS, N. P.

True Copy.

(Signed,) J. A. CHARLEBOIS, N. P.

Copy of the report of a committee of the Honourable Executive Council, dated the 1st April, 1893, approved by the Administrator of the Province, the 1st April, 1893 ;

Concerning a contract between *Les Sœurs de la Charité de Québec*, for the care, etc., of the insane who may hereafter be confided to them.

The Honourable the Provincial Secretary, in a memorandum dated the first April instant (1893), 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 keeping, maintenance and care of the insane who shall hereafter be confided to the said *Sœurs de la Charité*.

Certified,

(Signed,) GUSTAVE GRENIER,
Clerk Executive Council.

THIS is the copy of the Order in Council mentioned in the deed above written.

Quebec, 7th April, 1893.

(Signed) J. A. CHARLEBOIS, N. P.

True Copy.

(Signed) J. A. CHARLEBOIS, N. P.
