

62, 1936  
WITHDRAWN

No. 655

CANADA  
PROVINCE OF  
QUEBEC  
MONTREAL

**Court of King's Bench**

(APPEAL SIDE)

On appeal from a judgment of the Superior Court, in the District of Montreal,  
rendered by the Honourable Mr Justice Albert DeLorimier on the  
28th day of June, 1933.

**GATINEAU POWER COMPANY,**

a body politic and corporate, duly incorporated, having its head  
office and principal place of business at the City and District  
of Montreal,

(Defendant in the Superior Court),

APPELLANT,

—AND—

**FREEMAN T. CROSS,**

of the Village of Farm Point, in the Province of Quebec,  
Lumber Merchant,

(Plaintiff in the Superior Court),

RESPONDENT.

**THE CASE**

VOLUME 2

PLAINTIFF'S EXHIBITS P-1 to P-60

CANADIAN  
LAW  
LIBRARY

UNIVERSITY OF LONDON  
W.C.I.

-6 JUL 1953

INSTITUTE OF ADVANCED  
LEGAL STUDIES

BROWN, MONTGOMERY & McMICHAEL

Attorneys for Appellant

MacDOUGALL, MacFARLANE & BARCLAY

Attorneys for Respondent

30165

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INSTITUTE OF ADVANCED  
LEGAL STUDIES,  
25, RUSSELL SQUARE,  
LONDON,  
W.C.1.

UNIVERSITY OF LONDON  
W.C.1.

-6 JUL 1953

INSTITUTE OF ADVANCED  
LEGAL STUDIES

**PART II—EXHIBITS**

**Plaintiff's Exhibits**

Exhibit P-1—Copy of Plan of Gatineau Power Company dated November 22nd, 1926, showing property at Cascades.

(See Special Exhibit Book No. IV.)

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**EXHIBIT P-2.**

**DEED OF SALE, BRIDGET SMITH TO F. T. CROSS,  
OCTOBER 11th, 1916.**

(SEAL)

*In the  
Superior Court*

Exhibit P-2.  
Deed of Sale,  
Bridget Smith to  
F. T. Cross,  
Oct. 11th, 1916.

20 In the year one thousand nine hundred and sixteen, the eleventh day of October;—

BEFORE Me. LOUIS BERTRAND, the undersigned Notary Public for the Province of Quebec, residing and practising in the City of Hull, District of Ottawa;—

CAME AND APPEARED:—

30 DAME BRIDGET SMITH, wife of Michael Byrnes, farmer, of the Township of Hull, said District, acting to these presents duly authorized by her said husband hereto present;—

Who did sell with warranty that the same is free and clear from all claims and demands whatsoever, to FREEMAN T. CROSS, of the said Township of Hull, lumber-dealer hereunto present and accepting, to wit:—

40 All that piece or parcel of land known and described according to the Official Plan and Book of Reference of the said Township of Hull as lot twenty-one "B" (21-b) in the fifteenth range of the said Township of Hull and parts of lots twenty "C", twenty "D" and twenty-one "C" all in said fifteenth range of said Township of Hull, which parts are situated between the Gatineau River and the Gatineau Macadamized Road, save and except the parts of said lots already sold and save and except the following piece of land:—All that piece or parcel of land measuring three hundred and twenty feet on the Canadian Pacific Right of Way, one hundred and twenty-five feet on the North line, three hundred and sixty feet on the Gatineau

*In the  
Superior Court*  
Exhibit P-2.  
Deed of Sale,  
Bridget Smith to  
F. T. Cross,  
Oct. 11th, 1916.  
(continued)

Road, and one hundred and seventy-five feet on the South line, and bounded as follows:—Easterly by the Railway's Right of Way, Northerly by the lot owned by Charles E. Baker, Southerly by the lot owned by one named Flynn and Westerly by the Gatineau Macadamized Road. It is understood that the piece of land presently sold and situated on the West side of the Gatineau River is bounded as follows:—Easterly by the Gatineau River, Northerly by the fence placed by the Railway, Easterly by the Gatineau Road and the right of way of the Canadian Pacific Railway and Southerly by the line of Charles E. Baker. The present sale includes also all rights to water power and to the bed of the river owned by the vendor.

10

THE PRESENT SALE is so made in consideration of the sum of two thousand eight hundred and ninety dollars, on account of which eight hundred dollars were paid cash of which a discharge is hereby given, and the balance shall be due and payable within one year, with interest from the first day of November next (1916) at the rate of six per centum per annum, said interest payable yearly.

20

The purchaser shall be obliged to keep the buildings erected on said property insured against loss by fire for at least sixteen hundred dollars, policy made to the vendor according to her interest.

The vendor shall have the right of way on the property above sold to go to the river shore, but that right of way is given only for the personal use of the vendor.

30

To guarantee the payment of the said price of sale, the property presently sold shall be mortgaged and hypothecated in favour of the vendor by special privilege of " Bailleur de Fonds ".

DONE AND PASSED at the said City of Hull, in my office, under number eight thousand and four.

And the said parties have signed with us, Notary, after due reading.

40

(Signed): BRIDGET SMITH  
( " ): MICHAEL BYRNE  
( " ): F. T. CROSS  
( " ): LOUIS BERTRAND, N.P.

TRUE COPY of the minute remaining in my office.  
One marginal note is good.  
One word barred is null.

LOUIS BERTRAND, N.P.

(Stamped on side of Exhibit):

*In the  
Superior Court*

Exhibit P-2.  
Deed of Sale,  
Bridget Smith to  
F. T. Cross,  
Oct. 11th, 1916.  
(continued)

REGISTRY OFFICE OF THE COUNTY OF HULL  
P.Q., CANADA

I certify that a first copy of this document was duly registered at length in this office at three o'clock afternoon on the thirtieth day of the month of October, nineteen hundred and sixteen, in Liber B, Volume 27, and under number 27165.

10          Granted 28th February, 1931.  
Ls. de G. RABY, Registrar.

*In the  
Superior Court*

Exhibit P-3.  
Deed of  
Rectification  
between Bridget  
Smith and  
F. T. Cross,  
Jan. 5th, 1931.

EXHIBIT P-3.

DEED OF RECTIFICATION BETWEEN BRIDGET SMITH  
AND F. T. CROSS, JANUARY 5th, 1931.

20          In the year one thousand nine hundred and thirty-one, the fifth day of January.

BEFORE M<sup>RE</sup> LOUIS BERTRAND, the undersigned Notary Public for the Province of Quebec, residing and practising in the City of Hull, District of Hull;

CAME AND APPEARED:

30          DAME BRIDGET SMITH, wife of Michael Byrnes, farmer, of the Township of Hull of the said District, duly authorized for the purpose hereof by her said husband, hereto present;

AND

FREEMAN T. CROSS, of the said Township of Hull, lumber merchant;

WHICH SAID PARTIES DO DECLARE AS FOLLOWS:

40          THAT by Deed of Sale passed before the undersigned Notary, the 11th October, 1916, and registered in the Registry Office of the County of Hull, the 30th October, 1916, under the number 27165, the said Dame Bridget Smith, duly authorized by her said husband, sold to the said Freeman T. Cross, Lot Twenty-one "B" (21-B) and parts of Lots Twenty "C", Twenty "D" and Twenty-one "C" (Pts. 20-C, 20-D and 21-C) in the fifteenth Range on the Official Plan and Book of Reference of the said Township of Hull and as more fully described in said deed;

*In the  
Superior Court*  
Exhibit P-3.  
Deed of  
Rectification  
between Bridget  
Smith and  
F. T. Cross,  
Jan. 5th, 1931.  
(continued)

THAT by error the said deed contained mention of Lot Twenty "D" (20-D), it having been the intention of the Parties thereto that Lot Twenty-one "D" (21-D) in the said fifteenth range of the Township of Hull, should be conveyed.

NOW THEREFORE I, the SAID NOTARY, and these presents do witness:

10 THAT the Parties do correct the said Deed of Sale of 11th October, 1916, by replacing Lot Twenty "D" (20-D) by Lot Twenty-one "D" (21-D) wheresoever mentioned in the said deed.

WHEREOF ACTE

THUS DONE AND PASSED at the Township of Hull, this fifth day of January, 1931, of record in the office of the undersigned Notary, under the number nineteen thousand nine hundred and fifty of my minutes.

20 AND after due reading hereof, the Parties signed in the presence of the said Notary.

(Signed): BRIDGET SMITH  
( " ): MICHAEL BYRNES  
( " ): F. T. CROSS  
( " ): LOUIS BERTRAND, N.P.

TRUE COPY of the original remaining in my office.

30 LOUIS BERTRAND, N.P.

(Stamped on side of Exhibit):

REGISTRY OFFICE OF THE COUNTY OF HULL  
P.Q., CANADA

40 I certify that a first copy of this document was duly registered at length in this office at eleven o'clock and thirty minutes forenoon on the fifth day of the month of January, nineteen hundred and thirty-one, in Liber B, Volume 61, and under number 62597.

Sale B 27/27165.

Ls. de G. RABY, Registrar.

EXHIBIT P-4.

*In the  
Superior Court*

Exhibit P-4.  
Letters Patent,  
Nov. 11th, 1867,  
Granting to David  
Moore, South  
Halves, Lots 20 and  
21, Range 15, Hull.

LETTERS PATENT, NOVEMBER 11, 1867, GRANTING TO  
DAVID MOORE SOUTH HALVES LOTS 20 AND 21,  
RANGE 15, HULL.

N. F. BELLEAU.

10

CANADA: PROVINCE OF QUEBEC.

VICTORIA, by the Grace of God, of the United Kingdom of Great  
Britain and Ireland, QUEEN, Defender of the Faith, &c., &c., &c.

To all to whom these Presents shall come—GREETING:

20 WHEREAS David Moore of Hull, Yeoman, has contracted and  
agreed with Our Commissioner for the Sale of Our Crown Lands,  
duly authorized by Us in this behalf, for the absolute purchase, at  
and for the price or sum of Two hundred dollars of lawful money of  
Our said Province, of the Lands and Tenements hereinafter men-  
tioned and described, of which We are seized in right of Our Crown;

30 NOW KNOW YE, that in consideration of the said sum of Two  
hundred dollars by him the said David Moore, to Our said Com-  
missioner of Crown Lands, in hand well and truly paid to Our use, at  
or before the sealing of these Our Letters Patent, We have granted,  
sold, alienated, conveyed and assured, and by these Presents do  
grant, sell, alienate, convey and assure, unto the said David Moore,  
his heirs and assigns FOR EVER all that Parcel or Tract of Land,  
situate, lying and being in the Township of Hull, in the County of  
Ottawa, in Our said Province, containing by admeasurement Two  
hundred acres, be the same, more or less, together with the usual  
allowance for highways; which said Parcel or Tract of Land may  
be otherwise known as follows, that is to say:

40 The South halves of lots numbers Twenty and Twenty-one, in  
the Fifteenth Range of the Township of Hull aforesaid.

Recorded 26th November, 1867.

(signed) J. B. MEILLEUR  
Dep. Registrar.

TO HAVE AND TO HOLD the said Parcel or Tract of Land  
and Premises hereinbefore given, granted and confirmed by Us, Our

*In the  
Superior Court*  
Exhibit P-4.  
Letters Patent,  
Nov. 11th, 1867,  
Granting to David  
Moore, South  
Halves, Lots 20 and  
21, Range 15, Hull.  
(continued)

Heirs and Successors, unto and to the use of Our said Grantee, his Heirs and Assigns for ever, in free and common soccage, by fealty only, in like manner as lands are holden in free and common soccage in that part of Great Britain called England.

10 PROVIDED ALWAYS, and We do hereby expressly reserve to Us, Our Heirs and Successors, a right of making any number of public roads or highways of a breadth not exceeding one hundred feet, through any part of the said Land and Premises hereby granted, except such parts whereon any dwelling house or other houses or buildings shall be erected. And we do hereby also expressly reserve to Us, Our Heirs and Successors, full power, right and authority to erect and build any Forts or Fortresses, or to make any other works of military defence on any part of the said Land and Premises hereby granted, that may by us, Our Heirs and Successors, be deemed necessary for the peace and safety of Our Dominion of Canada, whenever We or they shall signify it to be Our or their pleasure so to do, by an Order given by Us or them, in Our or their Privy Council, in Great  
20 Britain, or whenever it shall be judged advisable or expedient so to do, by Our Governor General of the Dominion of Canada, by and with the advice and consent of Our Privy Council of Our said Dominion. And we do hereby direct and appoint, that within six months from the day of the date of these Presents, a copy of this Our Grant shall be registered in the Office of Our Registrar for Our said Province of Quebec, and that in default thereof the said Land and Premises hereby granted shall revert and escheat to Us, Our Heirs and Successors, and become the absolute property of Us or them, in the same manner as if the present Grant had never been made; any thing  
30 herein contained to the contrary in any wise notwithstanding.

GIVEN under the Great Seal of Our Province of Quebec:  
WITNESS, Our Trusty and Well-Beloved Narcisse-Fortunat Belleau,  
Knight, Lieutenant-Governor of Our Province of Quebec.

At QUEBEC, this Eleventh day of November, in the year of Our Lord, one thousand eight hundred and sixty-seven, and in the thirty-first year of Our Reign.

40 *By Command,*

(signed) G. A. BOURGEOIS  
*Assistant Commissioner of Crown Lands.*

(signed) PH. J. JOLICOEUR  
*Assistant Secretary.*

Ref. No. 16260.

(SEAL)



EXHIBIT P-5

*In the  
Superior Court*

Exhibit P-5.  
Deed of Donation  
from David Moore  
to Thomas Moore,  
re South Half  
Lots 20 and 21,  
Range 15, Hull,  
Aug. 17th, 1875.

DEED OF DONATION FROM DAVID MOORE TO THOMAS  
MOORE RE SOUTH HALF LOTS 20 TO 21, RANGE 15,  
HULL, AUGUST 17th, 1875

BEFORE ME, N. TETREAU, Notary Public, for the Province  
of Quebec, residing in the City of Hull, in the County and District  
of Ottawa.

10

PERSONALLY CAME AND APPEARED: — DAVID  
MOORE, of the Township of Hull, in the County and District of  
Ottawa, Esquire, farmer.

WHO did and doth hereby give by gift enter vivos, assign, trans-  
fer and make over with promise of warranty against all gifts, dowers,  
mortgages, substitutions, alienations and other hindrances whatso-  
ever to THOMAS MOORE, of the same place, also farmer, his son  
hereunto present and accepting.

20

The south halves of lots numbers twenty and twenty-one in  
the fifteenth range of the Township of Hull aforesaid, containing  
two hundred acres in superficies more or less with one dwelling  
house, and other buildings thereon erected, with the exception of a  
few emplacements or village lots which have been sold by the Donor,  
to enter upon and take possession of the same at the death of the  
survivor of the said David Moore and Margaret Camsellet, his wife.

To the said vendor the said property and premises belong as  
30 having acquired the same by virtue of a good and valid title Deed.

The present gift is so made in manner aforesaid subject the  
donee to the payment of all debts affecting said property and prem-  
ises and moreover for good consideration known to the Donor, to  
prove the love and affection that the said David Moore has for the  
Donee his son.

And by these presents the said David Moore sell, assign, trans-  
fer and set over to the said Donee all the moveable things and effects  
40 to him belonging and now in his possession on the above described  
property and consisting in one horse, two cows, one hiffer, house  
furniture, stove, stove pipes, &c., clothing, beds and bedding, &c.,  
&c., to take possession and use the said house, cow and other move-  
able things immediately, with the exception, however, of the house  
furniture and clothings which shall remain in the possession of the  
said David and his wife until the death of the survivor of them, and  
shall then be delivered to the said Thomas Moore.

In the  
Superior Court  
Exhibit P-5.  
Deed of Donation  
from David Moore  
to Thomas Moore,  
re South Half  
Lots 20 and 21,  
Range 15, Hull,  
Aug. 17th, 1875.  
(continued)

The said sale is so made for and in consideration of the sum of two hundred and forty dollars, the receipt whereof is hereby acknowledged dont quittance.

It is expressly understood that the said Donee may take possession of the said hereinbefore described property at once by fulfilling the following conditions, viz: by furnishing to the said David Moore and his wife and the survivor of them the necessary feeding, clothing, lodging and all necessaries of life in accordance with their  
10 customs and habits and his means and all other cares used in old age, and for the execution hereof, the said parties have elected their domicile at the office of the undersigned Notary.

DONE AND PASSED at the City of Hull in the Office of N. Tétreau, the subscribing Notary, on the seventeenth day of the month of August, in the year of Our Lord one thousand eight hundred and seventy-five, under the number three thousand six hundred and sixty-one, and the said parties have signed these presents, being  
20 first duly read.

(Signed) DAVID MOORE  
( " ) THOMAS MOORE  
( " ) N. TETREAU, N.P.

TRUE COPY of the original hereof remaining of record in my office.

(Signed) N. TETREAU, N.P.

I hereby certify that this document was duly registered in the Registry Office for the County of Ottawa on the eighteenth day of  
30 August, eighteen hundred and seventy-five, at the hour of 1/2 after 2 o'clock in the afternoon, No. 1022, Page 1040. Lib. B, vol-17.

(Signed) W. WASHBURN,  
Registrar.

I, Louis de G. Raby, Registrar of the County of Hull, Province of Quebec, Canada, certify that the foregoing instrument was duly registered in the registers of this office at nine o'clock in the forenoon, on the sixth day of the month of September, in the year  
40 one thousand nine hundred and two, in Lib. B, vol-6, under number 5398. With mention in margin of its registration of Avis C1/600.

Witness my hand at the Registry Office of the County aforesaid in the City of Hull, said County and Province, this twentieth day of the month of February, nineteen hundred and thirty.

LS. DE G. RABY,  
Registrar.

*In the  
Superior Court*

Exhibit P-6.  
Certificate of  
Search of Hull  
Registry office,  
March 10th, 1927,  
Against Lot 21c,  
Range 15, Hull.

EXHIBIT P-6

CERTIFICATE OF SEARCH OF HULL REGISTRY OFFICE,  
MARCH 10, 1927, AGAINST LOT 21c, RANGE 15, HULL

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FROM REOPENING OF REGISTRY OFFICE TO 10 MARCH,  
1927

10

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At the request of Mr. Dalton McCarthy, barrister, of the City  
of Ottawa.

20 I, Louis de G. Raby, Registrar of the County of Hull, Province  
of Quebec, Canada, certify that since the first day of the month of  
May of the year one thousand nine hundred, inclusively, date of the  
reopening of the registers of this office after the destruction of the  
previous records by the Hull fire 26 April, 1900, the entries concern-  
ing lot number twenty-one " C " (21c) in the fifteenth (15) range  
of the Township of Hull, are the following:—

Lib. B, Vol. 1, No. 950.

30 Sale, 17 January, 1901, registered 18 January, 1901, N. Tétreau,  
N.P., by Marion Marsh Neil, acting and represented by Julia  
Roberta Neil, wife of Robert McGregor under Power of Attorney,  
28 December, 1900, to William Cross of "All that piece or parcel of  
" land forming a part of the lots numbers twenty ' B ', twenty-one  
" ' B ' and twenty-one ' C ', all in the fifteenth range of the Town-  
" ship of Hull, containing two acres of land in superficies, more or  
" less, and bounded as follows:—South and East by the Gatineau  
" River, West and North by the Ottawa and Gatineau Valley Rail-  
" way, together with all water privileges and appurtenances thereto  
" belonging including one house ", for \$175.00 paid. Right to redeem  
property presently sold reserved to said Marion Marsh Neil in re-  
40 imbursing the said sum of \$175.00 within two years, with interest at  
6 per cent payable yearly; and other clauses and conditions therein  
mentioned. With mention in margin of its registration of Retro-  
cession B6/5805.

See B6 of 60595, Declaration by Julia Roberta Neil, wife of  
Robert McGregor, es-qualité, that lot No. 21c, Range 15, Hull,  
should not have been included in present Sale. Given at Hull, this  
17th March, 1930.

*In the  
Superior Court*

Lib. B, Vol. 1, No. 961.

Exhibit P-6.  
Certificate of  
Search of Hull  
Registry office,  
March 10th, 1927,  
Against Lot 21c,  
Range 15, Hull.  
(continued)

Memorial, 18 January, 1901, registered 22 January, 1901, N. Tétreau, N.P., by Julia Roberta Neil, wife of Robert McGregor of:—

10 1o. Will, 30 March 1893, registered a first time 5 March, 1896 —D3/529; J. O. Archambault, N.P., of James Reid bequeathing to Thomas M. Reid part of lots numbers twenty "B", twenty-one "B" and twenty-one "C", all in the fifteenth range of the said Township of Hull, and bounded as follows:—South and East by the Gatineau River, North and West by the Ottawa and Gatineau Railway, together with all the saw mill and all buildings and improvements thereon, and the carding machine now in the saw mill building.

20 2o. Will, 26 October, 1900, Probated in Surrogate Court for the District of Thunder Bay 8 January, 1901, of Thomas M. Reid bequeathing to his wife, Marion Marsh Neil, all his property real and personal.

3o. Declaration, 18 January, 1901, N. Tétreau, N.P., by Julia Roberta Neil, wife of Robert McGregor of the death of Thomas M. Reid and leaving in his Estate, amongst others, part of lot number twenty-one "C" in the fifteenth range of the Township of Hull.

4o. Power of Attorney, 28 December, 1900, N. Tétreau, N.P., by Marion Marsh Neil, widow of the late Thomas M. Reid to Julia Roberta Neil, wife of Robert McGregor, general.

30 5o. Sale, 17 January, 1901, N. Tétreau, N.P., by Marion Marsh Neil, widow of the late Thomas M. Reid, acting and represented by Julia Roberta Neil, wife of Robert McGregor under Power of Attorney above mentioned of, amongst others, part of lot number twenty-one "C" in the fifteenth range of the Township of Hull.

40 See B6 of 60595, Declaration by Julia Roberta Neil, wife of Robert McGregor, es-qualité, that lot No. 21c, Range 15, Hull, should have not been included in paragraph Nos. 1, 2, 3 and 5 of present Memorial. Given at Hull, this 17th March, 1930.

Lib. B, Vol. 4, No. 3345.

Will, 3 July, 1882, J. O. Archambault, N.P., Probated in Superior Court District of Ottawa 27 February, 1896 and registered a first time 5 March, 1896—D3/529; and reregistered 21 February, 1902, of James Reid, deceased 11 February, 1896, at Hull, bequeath-

*In the  
Superior Court*

Exhibit P-6.  
Certificate of  
Search of Hull  
Registry office,  
March 10th, 1927,  
Against Lot 21c,  
Range 15, Hull.  
(continued)

ing, amongst others, to his son, Thomas M. Reid, amongst others, two acres of land situate on lots numbers twenty and twenty-one in the fifteenth range of the Township of Hull, and known as "Cascades", together with the saw mill and all buildings and improvements thereon and the carding machine now in the saw mill building; to his son, John Reid, amongst others, lot number twenty-one in the fifteenth range of the Township of Hull, containing one hundred acres of land in superficies, be the same, more or less; and making several other bequests to his wife, daughters and sons, etc., and appointing John Ferguson and Thomas M. Reid, Executors to his said Will. AND CODICILE, 30 March, 1893, Probated in Superior Court District of Ottawa, 27 February, 1896, and registered a first time 5 March, 1896, D3/529 and reregistered 21 February, 1902, of James Reid to his Wife above mentioned with no change to the bequests to his sons, Thomas M. Reid and John Reid of lot number twenty-one in the fifteenth range of the Township of Hull. With mention in margin of its registration of Declaration, 21 February, 1902, registered 21 February, 1902, in Liber C, Volume 1, under number 283, N. Tétreau, N.P., by John Reid that the property described in, affected by and bequeathed to Thomas M. Reid under Will above mentioned is now known according to the official plan and book of reference for the Township of Hull as, amongst others, lot number twenty-one "C" in the fifteenth range of the Township of Hull.

See B6 of 60595, Declaration by Julia Roberta Neil, wife of Robert McGregor, es-qualité, that lot No. 21c, Range 15, Hull, should not have been included in present Will. Given at Hull, this 17th March, 1930.

Lib. B, Vol. 6, No. 5397.

Sale, 4 May, 1888, registered a first time 8 May, 1888—B34/270 and reregistered 6 September, 1902, N. Tétreau, N.P., by Marie Derouin, wife of Michel Villeneuve, authorized, to Thomas Moore of part of lot number twenty-two "C" one (22c-1) in the fifteenth range of the Township of Hull, with the buildings thereon erected and as more fully described in said deed, for \$1,500.00 \$400.00 paid, balance \$1,100.00 payable in four years with interest at 6 per cent payable yearly. And hypothec by said Thomas Moore to said Marie Derouin, as security for the payment of the balance due under Sale in same deed together with interest thereon, on, amongst others, lot number twenty-one "C" in the fifteenth range of the Township of Hull, with the buildings thereon erected. With mention in margin of its registration of Discharge No. 332 by Marie Derouin, wife of Michel Villeneuve, authorized, to Thomas Moore, in full, registered 24 September, 1902.

*In the  
Superior Court*

Exhibit P-6.  
Certificate of  
Search of Hull  
Registry office,  
March 10th, 1927,  
Against Lot 21c,  
Range 15, Hull.  
(continued)

Lib. B, Vol. 6, No. 5398.

10 Gift, 17 August, 1875, registered a first time 18 August, 1875—  
B17/1022; and reregistered 6 September, 1902, N. Tétreau, N.P.,  
by David Moore to Thomas Moore of the south halves of lots num-  
bers twenty and twenty-one in the fifteenth range of the Township  
of Hull, containing two hundred acres in superficies, more or less,  
with one dwelling house and other buildings thereon erected, with  
the exception of a few emplacements or village lots which have been  
20 sold by the donor. Possession to be taken at the death of the survivor  
of the said David Moore and Margaret Camsellet, his wife, Present  
Donation made for love and affection and for support of said David  
Moore and his wife during their lifetime; and other clauses and  
conditions therein mentioned. With mention in margin of its regis-  
tration of Declaration, 6 September, 1902, registered 6 September,  
1902, in Liber C, Volume 1, under number 600, under private seal,  
by H. A. Champagne that the property described in and affected by  
Donation above mentioned is now known according to the official  
30 plan and book of reference for the Township of Hull as lots num-  
bers twenty " B ", twenty " D ", twenty-one " B " and twenty-one  
" C " in the fifteenth range of said Township.

Lib. B, Vol. 6, No. 5805.

30 Sale and Retrocession, 31 October, 1902, registered 12 De-  
cember, 1902, under private seal and before witnesses, by William  
Cross to Marion Marsh Neil, widow of the late Thomas Reid, acting  
and represented Julia Roberta Neil, wife of Robert McGregor under  
Power of Attorney B1/961, of, amongst others, part of lot number  
20 twenty-one " C " in the fifteenth range of the Township of Hull and  
more fully described in Sale B1/950, for \$175.00 and interests paid  
under Sale registered B1/950.

See B6 of 60595, Declaration by Julia Roberta Neil, wife of  
Robert McGregor, es-qualité, that lot No. 21c, Range 15, Hull,  
should not have been included in present Retrocession. Given at  
Hull, this 17th March, 1930.

40 Lib. B, Vol. 7, No. 6426.

Sale, 28 April and 4 May, 1903, registered 5 May, 1903, under  
private seal and before witnesses, by Thomas Moore to Sophie  
Elizabeth Osmond, wife of Francis Fitzroy Dixon, authorized, of  
"All and singular that certain piece, parcel or tract of land situate,  
"lying and being in the Township of Hull, in the County of Wright,  
"in the Province of Quebec, being composed of all that part of lots

*In the  
Superior Court*

Exhibit P-6.  
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(continued)

“ numbers twenty “ D ” (20-d) and twenty-one “ C ” (21-c) in the  
“ fifteenth range of the said Township of Hull, which may be more  
“ particularly described and bounded as follows, namely:—Com-  
“ mencing at a point on the line between the fourteenth and fifteenth  
“ ranges of the said Township of Hull, distant in a westerly direction  
“ one hundred and ten links from the Western side of the Main Gati-  
“ neau Road, thence on the course North ten degrees West (Mag-  
“ netic) sixty-nine links to a post to clear the grave of the late David  
“ Moore; thence North eighty-seven degrees West (Magnetic) one  
10 “ hundred links; thence North eighteen degrees West (Magnetic)  
“ two hundred and sixty-seven links; thence North sixty-three  
“ degrees East (Magnetic) three hundred and thirty links to the  
“ West side of the said Main Gatineau Road; thence Southward  
“ along the West side of the said Main Gatineau Road five hundred  
“ and fifty links to the said line between the said fourteenth and  
“ fifteen ranges of the said Township of Hull; thence South eighty-  
“ four and one-half degrees West (Magnetic) along the said line  
“ one hundred and ten links to the place of beginning:—bounded on  
20 “ the South partly by the said line between the fourteenth and  
“ fifteenth ranges of the said Township of Hull and partly by a small  
“ piece of land enclosing the graves of the said late David Moore and  
“ others, on the North and West by the remaining part of said lots  
“ numbers twenty “ D ” (20d) and twenty-one “ C ” (21c), the prop-  
“ erty of the vendor, and on the East by the said Main Gatineau  
“ Road and containing in superficies one acre of land be the same,  
“ more or less”, for \$150.00 paid. Bridget Moore, wife of Thomas  
Moore, authorized, renounces to all her rights on property presently  
sold.

30 Lib. B, Vol. 8, No. 7250.

Sale, 5 October 1903, registered 8 October 1903, N. Tétreau,  
N.P., by Thomas Moore to Benjamin Stephen Stackhouse of lots  
numbers twenty “C”, twenty “B”, twenty-one “C” and twenty-two  
“C” One in the fifteenth range of the Township of Hull, containing  
altogether two hundred and fifty acres of land more or less with a  
house used as hotel and other buildings thereon erected, for \$800.00  
paid. Right to redeem property presently sold reserved to said  
40 Thomas Moore in reimbursing the said sum of \$800.00 in 10 years,  
with interest at 7% payable half-yearly; and fulfilling all and every  
the conditions and obligations therein mentioned. With mention in  
margin of its registration of Retrocession B13/11294.

Lib. B, Vol. 9, No. 8852.

Will, 27 September 1899, registered 12 November 1904 and Pro-  
bated 2 November 1904 in Superior Court, District of Ottawa, of

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(continued)

Thomas Moore, deceased 28 September 1904 at Hull, naming his wife, Brigitte Smith, his universal legatee; and leaving in his Estate, amongst others, lot number twenty-one "C" in the fifteenth range of the Township of Hull.

Lib. B, Vol. 13, No. 11294.

10 Retrocession, 18 September 1906, registered 19 September 1906, N. Tétreau, N.P., by Benjamin Stephen Stackhouse to Thomas Moore of, amongst others, lot number twenty-one "C" in the fifteenth range of the Township of Hull and as more fully described in Sale B8/7250, for \$800.00 and interests paid under said Sale B8/7250.

Lib. B, Vol. 14, No. 12824.

20 Sale, 30 October and 4 November 1907, registered 5 November 1907, under private seal and before witnesses, by Bridget Smith and her husband Michael Byrne to Madeleine Florence FitzRoy Dixon of "All and singular that certain piece or tract of land situate, lying  
" and being in the Township of Hull in the County of Wright in the  
" Province of Quebec being composed of all that part of lots num-  
" bers twenty 'D' (20-d) and twenty-one 'C' (21-c) in the fifteenth  
" range of the said Township of Hull, according to the official plan  
" and book of reference of said Township, which may be more par-  
" ticularly described and bounded as follows:—Beginning on the  
" west side of the Gatineau Macadamized and Gravel road and at the  
" north east corner of the lands conveyed by the late Thomas Moore  
30 " to one Dame Sophie Elizabeth Osmont, wife of Francis Fitzroy  
" Dixon, by deed dated the 28th day of April, A.D. 1903; thence in a  
" northerly direction along the west side of the said Gatineau Ma-  
" cadamized and Gravel road a distance of one hundred and thirteen  
" feet to a wooden post; thence on a bearing of south 76 degrees 10  
" minutes west magnetically, a distance of two hundred and seventy-  
" eight feet to a wooden post; thence on a bearing of south 21 degrees  
" 10 minutes east magnetically, a distance of two hundred and six  
" feet to a wooden post; thence on a bearing of south 76 degrees 45  
" minutes east magnetically, a distance of one hundred and seven  
40 " feet to the south west corner of the said lands so conveyed to the  
" said Sophie Elizabeth Osmont by the aforesaid deed; thence fol-  
" lowing the westerly boundary of the said lands of the said Sophie  
" Elizabeth Osmont and being on a bearing of approximately north  
" 21 degrees 10 minutes west magnetically, a distance of one hundred  
" and sixty-seven feet more or less to the north west corner of said  
" last mentioned lands; thence following the northerly boundary of  
" the said lands of the said Sophie Elizabeth Osmont and being on a



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“ bearing approximately north 76 degrees 10 minutes east magneti-  
“ cally a distance of two hundred and eight feet more or less to the  
“ west side of the said Gatineau Macadamized and gravel road, the  
“ place of beginning; containing one acre in superficies more or less;  
“ and being bounded towards the north and west by the lands of the  
“ vendors, towards the south partly by the lands of the vendors and  
“ partly by the said lands of the said Dame Sophie Elizabeth Osmont,  
“ and towards the east partly by the said lands of the said Dame  
10 “ Sophie Elizabeth Osmont, and partly by the said Gatineau Ma-  
“ cadamized and Gravel Road ”, for \$250.00 paid.

Lib. B, Vol. 19, No. 16818.

Sale, 7 September 1910, registered 16 September 1910, Edgar  
Laberge, N.P., by Bridget Smith, wife of Michael Byrnes, author-  
ized, to Charles E. Baker of “A lot of land situate in the Township  
“ of Hull, measuring one hundred feet in front of the Gatineau Road  
“ and one hundred feet in rear of the Canadian Pacific Railroad by  
20 “ one hundred and thirteen feet on the North side and one hundred  
“ and twenty-two feet and six inches on the south side, the south side  
“ line beginning at three hundred and fifty-nine feet from the divid-  
“ ing line of lot twenty-one ‘C’, said above described lot being part of  
“ lot number twenty-one ‘C’ (21-c) of the official cadastre for the  
“ fifteenth range of the Township of Hull, and bounded towards the  
“ West in front by the Gatineau road, to the east in rear by the Rail-  
“ road, to the north and South by land of the vendor ”, for \$175.00  
paid.

30 Lib. B, Vol. 19, No. 16895.

Sale, 26 August 1910, registered 10 October 1910, under private  
seal and before witnesses, by Bridget Smith, wife of Michael Byrne,  
authorized, to Madeleine Florence Fitzroy Dixon of “All and sin-  
“ gular that certain parcel or tract of land and premises, situate,  
“ lying and being in the Township of Hull in the County of Wright  
“ in the Province of Quebec and being composed of part of lot num-  
“ ber twenty-one ‘C’ (21-c) in the fifteenth range of the said Town-  
“ ship, according to the official plan and book of reference thereof,  
40 “ which parcel may be more particularly described and bounded as  
“ follows:—Commencing on the West side of the Gatineau Macad-  
“ amized and Gravel Road and at the North East corner of the lands  
“ conveyed by the said parties of the first part to the said party of  
“ the second part by deed dated the 30th October, 1907; thence in a  
“ Northerly direction following the west side of the said road a dis-  
“ tance of sixty-four (64) feet six (6) inches to the South side of lot  
“ twenty-one ‘D’ (21-d) in said fifteenth range; thence on a bearing

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“ of South 61 degrees 30 minutes West Magnetically following the  
“ Southerly boundary of said lot twenty-one ‘D’ a distance of fifty  
“ (50) feet; thence in a Northerly direction, parallel to the said  
“ Gatineau Macadamized and Gravel Road and following the West-  
“ erly boundary of said lot twenty-one ‘D’ a distance of one hundred  
“ and thirty-two (132) feet; thence North 61 degrees 30 minutes  
“ East Magnetically following the Northerly boundary of said lot  
“ twenty-one ‘D’ a distance of fifty (50) feet to the West side of the  
10 “ said Gatineau Road; thence in a Northerly direction, along the  
“ West side of the said Gatineau Road, a distance of twelve (12)  
“ feet; thence South 61 degrees 30 minutes West Magnetically on a  
“ line parallel with the continuation in a straight line of the North-  
“ erly boundary of said lot twenty-one ‘D’ (21-d) a distance of two  
“ hundred and twenty-seven (227) feet six (6) inches; thence South  
“ 21 degrees 10 minutes East magnetically on a line parallel with  
“ the continuation in a straight line of the Westerly boundary of said  
“ lands so conveyed by said Deed dated 30th October, 1907, a dis-  
“ tance of two hundred and sixty-eight (268) feet six (6) inches;  
20 “ thence North 61 degrees 30 minutes East Magnetically a distance  
“ of sixteen (16) feet to the rear of the lands so conveyed by the said  
“ Deed dated 30th October, 1907; thence North 21 degrees 10 min-  
“ utes West Magnetically following the rear line of the said lands so  
“ conveyed by the said Deed dated 30 October, 1907, a distance of  
“ sixty (60) feet six (6) inches to the North West corner of said last  
“ mentioned lands; thence North 61 degrees 30 minutes East Mag-  
“ netically following the Northerly boundary of said lands so con-  
“ veyed by said Deed dated 30th October, 1907, a distance of two  
“ hundred and seventy-eight (278) feet to the West side of the said  
30 “ Gatineau Road, the place of beginning, containing in superficies  
“ one and one-tenth (1-1/10) acres more or less; Bounded on the  
“ front towards the East by the Gatineau Macadamized and Gravel  
“ Road and said lot twenty-one ‘D’ (21-d), towards the North and  
“ West by portions of said lot twenty-one ‘C’ (21-c) the property of  
“ the vendors, towards the South by part of said lot twenty-one ‘C’  
“ (21-c) the property of the vendors, and that portion of the said lot  
“ twenty-one ‘C’ (21-c) the property of the purchaser, together with  
“ all the appurtenances thereunto belonging or in any way apper-  
“ taining ”, for \$325.00 paid.

40

Lib. B, Vol. 27, No. 27165.

Sale, 11 October, 1916, registered 30 October, 1916, Louis Bert-  
rand, N.P., by Bridget Smith, wife of Michael Byrnes, authorized,  
to Freeman T. Cross of\* “All that piece or parcel of land known and  
“ described according to the official plan and book of Reference of  
“ the said Township of Hull, as lot twenty-one ‘B’ (21-b) on the

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“fifteenth range of the said Township of Hull, and parts of lots  
“twenty ‘C’ twenty ‘D’ and twenty-one ‘C’, all in said fifteenth  
“range of said Township of Hull, which parts are situated between  
“the Gatineau River and the Gatineau Macadamized Road, save  
“and except the parts of said lots already sold and save and except  
“the following piece of land:—All that piece or parcel of land meas-  
“uring three hundred and twenty feet on the Canadian Pacific Right  
“of Way, one hundred and twenty-five feet on the North line, three  
“hundred and sixty feet on the Gatineau Road and one hundred  
10 “and seventy-five feet on the South line, and bounded as follows:—  
“Easterly by the Railway’s right-of-way, northerly by the lot owned  
“by Charles E. Baker, southerly by the lot owned by one named  
“Flynn, and westerly by the Gatineau Macadamized Road. It is  
“understood that the piece of land presently sold and situated on  
“the West side of the Gatineau River is bounded as follows:—East-  
“erly by the Gatineau River, Northerly by the fence placed by the  
“Railway, Easterly by the Gatineau Road and the right-of-way of  
“the Canadian Pacific Railway, and Southerly by the line of Charles  
20 “E. Baker. The present Sale includes also all rights to water power  
“and to the bed of the river owned by the vendor,”\* for \$2,890.00,  
\$890.00 paid, balance \$2,000.00 payable within 1 year, with interest  
at 6%, payable yearly. The vendor shall have a right-of-way on  
the property above sold to go to the river shore, but that right-of-  
way is given only for the personal use of the vendor. With mention  
in margin of its registration of Discharge No. 7699 by Bridget Smith,  
wife of Michael Byrne, authorized, to F. T. Cross, in full, registered  
28 July, 1926.

30 Lib. B, Vol. 35, No. 35365.

Sale, 6 and 13 December, 1920, registered 13 December, 1920,  
under private sale and before witnesses, by Bridget Smith, wife of  
Michael Byrnes, authorized, to Arthur E. Powell, of “All and sin-  
“gular that certain parcel or tract of land and premises situate, ly-  
“ing and being in the Township of Hull, in the County of Hull,  
“Province of Quebec, being more particularly known as a portion  
“of lot number twenty-one ‘C’ (21-C) in the fifteenth range of the  
“Township of Hull, in the County of Hull, aforesaid, and which  
“may be more particularly described as follows:—Commencing at  
40 “a point on the said lot 21c, being the northwest angle of the prop-  
“erty at present owned by Madeleine F. F. Dixon, which point is  
“distance five hundred and sixty-eight and three-tenths feet (568.3)  
“measured on a bearing of north thirty-one degrees and two min-  
“utes west (N. 31° 02’ W) magnetic from an iron bolt planted to  
“mark the southeast angle of the said lot 21c, on the concession line  
“between ranges fourteen (14) and fifteen (15); thence north sev-  
“enteen degrees and twelve minutes west (N. 17° 12’ W.) magneti-

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Exhibit P-6.  
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“ cally fifty-two (52) feet, thence north sixty-five degrees and fifty-  
“ eight minutes east (N. 65° 58') magnetically and parallel to the  
“ northerly limit of the property at present owned by the said Mad-  
“ eleine F. F. Dixon two hundred and seventeen feet to the west-  
“ erly limit of the Gatineau Road, thence south twenty-eight degrees  
“ and sixteen minutes east (S. 28° 16' E.) magnetically and follow-  
“ ing the westerly limit of the Gatineau Road fifty-one and five-  
“ tenths feet to the northerly limit of the property at present owned  
“ by Madeleine F. F. Dixon, thence south sixty-five degrees and  
10 “ fifty-eight minutes west (S. 65° 58' W.) magnetically and follow-  
“ ing the northern limit of the property at present owned by the  
“ vendor two hundred and twenty-seven feet to the point of com-  
“ mencement. Containing in superficies eleven thousand four hun-  
“ dred and fifty-five square feet (11,455) more or less, English meas-  
“ ure ”, for \$138.00 paid.

Lib. B, Vol. 39, No. 39720.

Sale, 21 June, 1922, registered 30 June, 1922, Louis Bertrand,  
20 N.P., by Bridget Smith, wife of Michael Byrne, authorized, to  
Alexander Garvock, of “All that lot or parcel of land forming part  
“ of lot twenty-one ‘C’ (pt. 21-c) and twenty ‘D’ (20-d), both in  
“ the fifteenth range of the Township of Hull as known and describ-  
“ ed according to the official plan and book of reference for said  
“ Township of Hull, and described as follows—Starting from the  
“ southwest corner of another piece of same lot belonging to one  
“ Dame Dickson and thence going northerly, following the line of  
“ the property of said Dame Dickson a distance of one hundred and  
“ ninety feet and six inches to a point, thence at right angles with  
30 “ said line and going westerly a distance of one hundred and sixty  
“ feet to a point, thence at right angles with said line and going  
“ southerly a distance of two hundred and eighteen feet and six  
“ inches to a point, thence going easterly at an angle of one hun-  
“ dred and twenty-five degrees a distance of three hundred and six  
“ feet to a point, thence northerly at right angles a distance of thirty-  
“ five feet to a point, thence going westerly at right angles a dis-  
“ tance of one hundred and fourteen feet and six inches to a point,  
“ thence northerly at an angle of one hundred and twenty-five de-  
“ grees a distance of one hundred and nine feet to a point, thence  
40 “ westerly at right angles a distance of sixteen feet, the point of com-  
“ mencement, the whole as described on a plan annexed to these  
“ presents and signed by the said parties and the undersigned notary  
“ for identification,” for \$568.00 paid. “The purchaser shall also  
“ have a right-of-way of fourteen feet in width, said right-of-way  
“ to be used by the purchaser and assigns for the purposes of going  
“ to the main road, said right-of-way starting from the northeast  
“ corner of the above described property and striking said public

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“ road in as straight a line as possible, and to be used for all kinds  
“ of vehicles. The vendor reserves for himself and family the right  
“ to pass on foot along the Eastern boundary of the piece of land  
“ presently sold to go to the cemetery on his property.”

Lib. B, Vol. 48, No. 49368.

Sale, 30 March, 1926, registered 31 March, 1926, Louis Bertrand,  
N.P., by William Patrick Flynn to Canadian International Paper  
10 Company, acting and represented by J. R. Binks, its Secretary, un-  
der Resolution of the Board of Directors, 6 November, 1925, of “All  
“ that piece or part of that property known and designated as part  
“ of lot number twenty ‘ C ’ (20-c) of the fifteenth (15) range of  
“ the Township of Hull, containing one-half of an acre in super-  
“ ficies, more or less, with all the buildings thereon erected, and  
“ bounded as follows—On the East by the Canadian Pacific Railway  
“ (Gatineau Branch), West by the macadamized road, North by the  
“ property of Thomas Moore or representatives and South by part  
20 “ of the same lot the property of Robert Reid, or representatives. It  
“ is moreover understood that all the deeds referring to the title of  
“ the piece of land presently sold described it as part of lot twenty  
“ ‘ C ’ (pt. 20c) in said fifteenth range, the actual description of said  
“ piece of land should be part of lot twenty-one ‘ C ’ (pt. 21-c) in the  
“ fifteenth range of said township, together with the rights, appur-  
“ tenances and accessories thereto belonging and including therewith  
“ any and all rights which the seller may own or possess in the bed  
“ or foreshore of the Gatineau River, or in the water course thereof  
“ unto the said purchaser, its successors and assigns, forever in full  
30 “ and absolute ownership with possession thereof from this date,”  
for \$3,500.00 paid.

Lib. B, Vol. 50, No. 50808.

Sale, 26 August, 1926, registered 27 August, 1926, Herbert Bayne  
McLean, N.P., by Canadian International Paper Company, acting  
and represented by John Burton White, its Vice-President, and  
Floyd G. Simons, its Assistant Secretary, under Resolution of the  
Board of Directors, 19 August, 1926, annexed; to Gatineau Power  
Company, acting and represented by John Burton White, its Vice-  
40 President, and duly authorized of, amongst others, “All that piece  
“ or part of that property known and designated as part of lot num-  
“ ber twenty-one ‘ C ’ (21c) on the official plan and book of refer-  
“ ence of the fifteenth range of the Township of Hull, containing  
“ one-half of an acre, in superficies, more or less, with all the build-  
“ ings thereon erected, and bounded as follows:—On the east by the  
“ Canadian Pacific Railway (Gatineau Branch), West by the maca-  
“ damized road, North by the property of Thomas Moore, or repre-

*In the  
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Exhibit P-6,  
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“sentatives, and South by part of the same lot, the property of Robert Reid, or representatives. The whole as acquired by the Canadian International Paper Company from William Patrick Flynn by deed registered in the said Registry Office under number 49368. In this Deed the said property was erroneously described as forming part of lot number twenty ‘C’ (20c) on the said official plan and book of reference,” and all rights of the vendor in and to the bed and foreshore of the Gatineau River and the water courses thereof which may be connected with the property above described, for 10 \$1.00 and other good and valuable considerations paid; and other clauses and conditions therein mentioned.

Lib. B, Vol. 50, No. 50809.

Trust Deed of Hypothec, Mortgage and Pledge, 26 August, 1926, registered 27 August, 1926, Herbert Bayne McLean, N.P., by Gatineau Power Company, acting and represented by John Burton White, its Vice-President, and Floyd G. Simons, its Secretary, under Resolution of the Board of Directors, 20 August, 1926, annexed; to 20 The Royal Trust Company, acting and represented by Gerald T. Bogert, its Superintendent, and Matthew S. L. Richey, its Secretary, under By-Laws of the said Trust Company, on, amongst others, part of lot number twenty-one “C” in the fifteenth range of the Township of Hull and more fully described in a Deed of Sale by Canadian International Paper Company to said Gatineau Power Company registered B50/50808, for \$250,000,000.00, together with an additional sum of \$25,000,000.00 to secure the due payment of all sums from time to time due hereunder to the bondholders or to the trustee, etc., in trust and guarantee for the payment of the sum of 30 \$250,000,000.00, being the amount of the bonds authorized to be outstanding at any one time hereunder and interest thereon at the maximum rate of 8% per annum, of which 1st Mortgage Gold Bonds 5% Series, due 1956, to the amount of \$37,500,000.00, has been issued and dated 1st June, 1926, and shall mature 1st June, 1956, with interest at 5% per annum, and subject to redemption, etc., and other clauses and conditions therein mentioned. With mention in margin of its registration of Notice, 14 September, 1926, registered 15 September, 1926, under number 165 of the Addresses, sous seing privé, by W. de M. & H. M. Marler, that the Royal Trust Company is the 40 hypothecary creditor mentioned in Trust Deed of Hypothec, Mortgage and Pledge above mentioned and registered and affecting, amongst others, lot number twenty-one “C” in the fifteenth range of the Township of Hull above described; and that its address is:— The Royal Trust Company, 105 St. James St., Montreal, P.Q.

With mention in margin of its registration of Release and Mainlevie No. 9216 by Royal Trust Company, acting and represented by

*In the  
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—  
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Robt. P. Jellett, its General Manager, and George G. H. Goodwin, its Assistant Secretary, under By-Law No. 15 annexed, to Gatineau Power Company from the hypothec, mortgage and pledge under present Trust Deed on part of lot number twenty-one "C" in the fifteenth range of the Township of Hull and as more fully described in Sale B59/59719, duly registered 2 November, 1929. Given at Hull, this 17th March, 1930.

Lib. B, Vol. 50, No. 50879.

10

Sale, 30 August, 1926, registered 10 September, 1926, George Henri Brunet, N.P., by Bridget Byrne, wife of Michael Byrne, authorized, to Ida Morgan, wife of Patrick Saver, of "All that piece or parcel of land being composed of part of lot number twenty-one "C" in the fifteenth range of the said Township of Hull, and containing by admeasurement one-half acre of land, and which may be more fully described as follows:—Commencing at a point in the Southwesterly boundary of the Gatineau Provincial Highway distant three hundred and sixty-six feet measured one course South 59 West astronomically from the centre line of the Ottawa and Gatineau Railway at mileage 14.799 from a tangent with a bearing of North 22 52' West astronomically; thence South 59 West astronomically two hundred and seventeen feet eight inches; thence South 51 East astronomically one hundred feet; thence North 59 East astronomically two hundred and seventeen feet eight inches to the Southeasterly boundary of the Ottawa and Gatineau Provincial Highway one hundred feet to the place of beginning", for \$250.00, \$125.00 paid, balance payable within one year, with interest at 5% per annum.

30

With mention in margin of its registration of Discharge No. 8203 by Bridget Byrne, wife of Michael Byrne, authorized, to Ida Saver, wife of Patrick Saver, in full, registered 3 October, 1927. Given at Hull, this 17th March, 1930.

Lib. B, Vol. 50, No. 51421.

40 Retrocession, 2 November, 1926, registered 19 November, 1926, Louis Bertrand, N.P., by W. C. Edwards & Company, Limited, acting and represented by E. R. Bremner, its Director, and J. H. Pushman, its Secretary, under Resolution of the Board of Directors, 20 April, 1926, annexed to these presents; to Gatineau Company Limited, at rights of William Patrick Flynn, of part of lot number twenty "C" and part of lot number twenty-one "C" in the fifteenth range of the Township of Hull, and more fully described in Sale B36/35555 for \$2,160.00 and interests paid under said Sale registered B36/35555.

Lib. B, Vol. 51, No. 51517.

*In the  
Superior Court*  
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(continued)

Certificate, 22 November, 1926, registered 1 December, 1926, by Evariste Brassard, Collector of Succession Duties for Quebec, that there is no duty exigible from the Estate of late Thomas Moore, deceased 28 September, 1904, at Hull, and that, amongst others, lot number twenty-one "C" in the fifteenth range of the Township of Hull can validly be transferred.

Lib. B, Vol. 51, No. 51740.

- 10 Will, 11 January, 1923, Probated in the Surrogate Court of the County of Carleton, 2 October, 1925, registered 3 January, 1927, of Sophie Elizabeth FitzRoy Dixon, widow of the late Francis FitzRoy Dixon, deceased 10 September, 1925, at Ottawa, making several special bequests, and bequeathing to her daughter, Irene Emilie FitzRoy Capreol, wife of Alger Capreol, her summer cottage at Cascade and naming her daughter, Madeleine Florence FitzRoy Dixon, her universal residuary legatee and Executrix. With mention in margin of its registration of Declaration, 22 December, 1926, registered 3 January, 1927, in Liber B, Volume 51, under number 51741,
- 20 under private seal, by Madeleine FitzRoy Dixon of the death of Sophie Elizabeth FitzRoy Dixon (née Osmont), widow of the late Francis FitzRoy Dixon (10 September, 1925, at Ottawa); leaving in her Estate:—"All and singular that certain piece, parcel or tract  
" of land situate, lying and being in the Township of Hull, in the  
" County of Wright, in the Province of Quebec, being composed of  
" all that part of lots numbers twenty 'D' (20d) and twenty-one  
" 'C' (21c) in the fifteenth range of the said Township of Hull which  
" may be more particularly described and bounded as follows,  
" namely:—Commencing at a point on the line between the four-
- 30 "teenth and fifteenth ranges of the said Township of Hull distant  
" in a Westerly direction one hundred and ten links from the West-  
" ern side of the Main Gatineau Road; thence on the course North  
" ten degrees West (Magnetic), sixty-nine links to a post to clear  
" the grave of the late David Moore; thence North eighty-seven de-  
" grees West (Magnetic) one hundred links; thence North eighteen  
" degrees West (Magnetic) two hundred and sixty-seven links;  
" thence North sixty-three degrees East (Magnetic) three hundred  
" and thirty links to the West side of the said Main Gatineau Road;  
" thence Southward along the West side of the said Main Gatineau
- 40 "Road five hundred and fifty links to the said line between the said  
" fourteenth and fifteenth ranges of the said Township of Hull;  
" thence South eighty-four and one-half degrees West (Magnetic)  
" along the said line one hundred and ten links to the place of begin-  
" ning; bounded on the South partly by the said line between the  
" fourteenth and fifteenth ranges of the said Township of Hull and  
" partly by a small piece of land enclosing the graves of the said  
" late David Moore and others, on the North and West by the re-



In the  
Superior Court

Exhibit P-6.  
Certificate of  
Search of Hull  
Registry office,  
March 10th, 1927,  
Against Lot 21c,  
Range 15, Hull.  
(continued)

“ maining part of said lots numbers twenty ‘ D ’ (20d) and twenty-  
“ one ‘ C ’ (21c) the property of the Vendor, and on the East by the  
“ said Main Gatineau Road, and containing in superficies one acre  
“ of land, be the same more or less. Together with all the appurten-  
“ ances thereto belonging or in any wise appertaining ”, which said  
property was bequeathed by the Will above mentioned of the said  
late Sophie Elizabeth F. Dixon to Irene Emilie FitzRoy Dixon, wife  
of Alger Capreol.

10 Lib. B, Vol. 51, No. 51742.

Certificate, 25 January, 1926, registered 3 January, 1927, by  
Evariste Brassard, Collector of Succession Duties for Quebec, that  
the duties exigible from the Estate of the late Sophie Elizabeth  
Dixon, deceased 10 September, 1925, at Ottawa, have been paid, and  
that “ All and singular that certain parcel or tract of land situate,  
“ lying and being in the Township of Hull, in the county of Wright,  
“ Que., being composed of all that part of lot Nos. 20d and 21c in the  
“ fifteenth range of the said Township of Hull, which may be more  
“ particularly described and bounded as follows, namely:—Com-  
20 “ mencing at a point on the line between the fourteenth and fifteenth  
“ ranges of the said Township of Hull, distant in a westerly direction  
“ 110 links from the western side of the Main Gatineau road;  
“ thence on the course north 10 degrees west, (magnetic) 69 links to  
“ a post to clear the grave of the late David Moore; thence north 87  
“ degrees west (magnetic) 100 links, thence north 18 degrees west  
“ (magnetic) 267 links, thence north 63 degrees east (magnetic) 330  
“ links, to the west side of the said main Gatineau road; thence  
“ southward along the west side of the said Main Gatineau road, 550  
30 “ links, to the said line between the said fourteenth and fifteenth  
“ ranges of the said Township of Hull, thence south 84 and one-  
“ half degrees west (magnetic) along the said line 110 links, to the  
“ place of beginning, bounded on the south partly by the said line  
“ between the fourteenth and fifteenth ranges of the Township  
“ of Hull, and partly by a small piece of land enclosing the graves of  
“ the said late David Moore, and others, on the north and west by  
“ the remaining part of said lots Nos. 20d and 21c the property of  
“ the vendor, and on the East by the said main Gatineau Road, and  
“ containing in superficies one acre of land be the same, more or less,  
40 “ together with all appurtenances thereunto belonging or in any  
“ wise appertaining ”, can validly be transferred.

Witness my hand at the Registry Office of the County of Hull,  
at Hull, this tenth day of the month of March of the year one  
thousand nine hundred and twenty-seven, at three o'clock in the  
afternoon. (Three marginal notes are good and thirteen words barred  
are null).

LOUIS de G. RABY, *Registrar.*

EXHIBIT P-7.

*In the  
Superior Court*

Exhibit P-7.  
Deed of Sale  
from William  
Cross to Freeman  
T. Cross,  
Oct. 27th, 1906.

DEED OF SALE FROM WILLIAM CROSS TO FREEMAN T.  
CROSS, OCTOBER 27, 1906.

(SEAL)

10 BEFORE M<sup>TRE</sup> N. TETREAU, the undersigned Notary  
Public for the Province of Quebec, practising in the City of Hull, in  
the County of Wright, District of Ottawa;

PERSONALLY CAME AND APPEARED:

WILLIAM CROSS, of the Township of Hull, in the County of  
Wright, farmer;

20 WHO did and doth hereby bargain, sell, assign, transfer and  
make over with warranty that the same is free and clear from all  
gifts, dowers, mortgages, substitutions, alienations and other hind-  
rances whatsoever, to FREEMAN THOMAS CROSS, his son, of  
the same place, also farmer, hereunto present and accepting:—

30 All that piece or parcel of land being composed of the North  
part of lot twenty-four and the North West part of the lot twenty-  
three "A", both in the fifteenth range of the said Township of Hull,  
according to the Official Plan in the Book of Reference of said Town-  
ship, bounded North by the concession line between the said fif-  
teenth range and the sixteenth range of said Township, towards the  
West by lot twenty-five "A" in said range, and towards the south,  
east and southeast by a line starting on the line between said lots  
40 twenty-four and twenty-five "A" at one hundred and fifty feet south  
from the southerly water edge of the creek known as Meach Creek,  
thence running Easterly passing by a big stone on the said lot  
twenty-four where a post has been planted, till it reaches a fence  
dividing the tillable land from the pasture on the said lot twenty-  
four at about one hundred feet North of the stable, where a post has  
also been planted, thence North following said fence till about one  
hundred feet south of the bend in the said fence, when it turns into  
the said creek and where a post has also been planted, thence turning  
East on the said lots twenty-four and twenty-three "A" to an ash  
50 tree near the Bank of the said creek and at about four feet from the  
railway fence on said lot number twenty-three "A", without any  
building thereon; the vendor, however, reserves the right of a road  
across the portion of lot twenty-four, of the property hereby sold, for  
any of the rest of the family provided they provide necessary gates  
and that the same are properly kept shut, and provided they provide  
an equal share in the buildings and keeping in proper order a bridge  
on the said creek at the said road, as well as the said road.

*In the  
Superior Court*

Exhibit P-7.  
Deed of Sale  
from William  
Cross to Freeman  
T. Cross,  
Oct. 27th, 1906.  
(continued)

Also the southerly part of lot twenty-four "C" in the sixteenth range of the said Township of Hull, bounded south by the property of the purchaser, part of lot twenty-four in the fifteenth range, East or North East by the Gatineau River, North by the Mulvihill road, and West by the lot twenty-five "C" and containing ten acres more or less.

10 To the said vendor, the said properties and premises belong as having acquired the same by virtue of a good and valid title deed.

The present BARGAIN and SALE is so made in manner aforesaid, for and in consideration of the price or sum of five hundred dollars, which sum the said vendor acknowledges to have well and duly received from the purchaser at and before the passing hereof and of which a general and final acquittance and discharge is hereby given and granted, and by these presents the said parties have cancelled for the future all other deeds passed between them about the first described property.

20 DONE AND PASSED at the said City of Hull, in my office, on the twenty-seventh day of October, A.D. one thousand nine hundred and six, under the number twenty-four thousand seven hundred and twenty-two.

And the said parties signed.

(Signed): WM. CROSS.  
( " ): F. T. CROSS.  
( " ): N. TETREAU, N.P.

30 TRUE COPY of the original remaining in the office of N. Tétreau, in his life-time a Notary Public for the Province of Quebec, residing in the City of Hull, District of Hull, compared and collated by the undersigned LOUIS BERTRAND, a Notary Public for the Province of Quebec, residing and practising in the City of Hull, assignée of the minutes, repertory and index of the said late N. Tétreau, in virtue of an order of the Lieutenant-Governor in Council, dated the twenty-seventh day of March, one thousand nine hundred and eleven.

40 LOUIS BERTRAND, N.P.

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*In the  
Superior Court*

Exhibit P-8.  
Deed of Sale,  
Mrs. John E. Cox  
to Freeman  
T. Cross,  
Dec. 18th, 1923.

EXHIBIT P-8.

DEED OF SALE, MRS. JOHN E. COX TO FREEMAN T.  
CROSS, DECEMBER 18, 1923.

(SEAL)

In the year one thousand nine hundred and twenty-three, the eighteenth day of December.

10 BEFORE M<sup>TRE</sup> LOUIS BERTRAND, the undersigned Notary Public for the Province of Quebec, residing and practising in the City of Hull, District of Hull;

CAME AND APPEARED:

20 DAME BERTHA HAMILTON, widow of late John E. Cox, of the City of Ottawa, Province of Ontario, acting to these presents, as universal legatee of the late John E. Cox, in virtue of his last will and testament made under private signature, the sixth day of September, in the year of Our Lord one thousand nine hundred and twenty-one and duly proved in His Majesty's Surrogate Court of the County of Carleton, the sixth day of September, A.D. one thousand nine hundred and twenty-three (1923) appointing the said appearer as his universal legatee, and also as Attorney for her son, the testamentary executor of said late John E. Cox, mentioned in said will in virtue of a power of attorney passed at the City of Shawinigan Falls, District of Three Rivers, before Me. Louis Z. Bertrand, N.P., under number five thousand seven hundred and ninety of said Notary.

30 WHO has, by these presents, sold with guaranty against all troubles and evictions to FREEMAN T. CROSS, of the Township of Hull, hereto present and accepting, to wit:—

All that part of lot or parcel of land being composed of part of lot twenty-four "C" (pt. 24-C) in the sixteenth range in the Township of Hull, in the County of Hull, in the Province of Quebec, containing in superficies nine and seven-tenths acres (9.7) and being more particularly described as follows:—

40 Commencing on the Easterly limit of the right of way of the Canadian Pacific Railway at the intersection of the Northerly limit of that part of the said lot 24C at present owned by F. T. Cross, shown at a point "A" on plan showing a part of lot 24C, range sixteen (16) in the Township of Hull, prepared by S. E. Farley, Quebec Land Surveyor, dated at Ottawa, the 13th of October, 1923. Thence South, seventy-eight degrees thirty minutes East (S.78°30'E.) mag-

*In the  
Superior Court*  
Exhibit P-8.  
Deed of Sale,  
Mrs. John E. Cox  
to Freeman  
T. Cross,  
Dec. 18th, 1923.  
(continued)

10 netically and following the Northerly limit of the property of the said F. T. Cross, three hundred and thirty-four and five-tenths feet (334.5) to the Easterly limit thereof, point "B" on plan. Thence, south thirteen degrees thirty minutes East (S.13°30'E.) magnetically and following the Easterly limit of the property of the said F. T. Cross, two hundred and nine and three-tenths feet (209.3) to the point "C" on plan. Thence, North seventy-five degrees and fifty-two minutes East (N.75°52'E.) magnetically and following the Northerly limit of the property owned by F. T. Cross to the Gatineau River shown at a point "D" on plan; thence, northerly and following the West shore of the Gatineau River to the point "E" on plan. Thence, south sixty degrees West magnetically to the Easterly limit of the Gatineau Macadamized Road shown at the point "F"; thence, southerly and following the Easterly limit of the Gatineau Macadamized Road, a distance of four hundred and twenty-five feet (425) more or less to the point "G" on plan. Thence, south sixty degrees four minutes West (S.60°4'W.) to and following the southerly, of the Public Road, leading from the Gatineau Macadamized Road to Farm Point Station to the Easterly limit of the right of way of the Canadian Pacific Railway shown at point "H" on plan. Thence, southerly and following the Easterly limit of the said right of way two hundred and twenty-nine feet (229) to the point "J" on plan. Thence, Westerly and following the southerly limit of the said right of way fifty feet (50) more or less, to the Easterly limit thereof shown at point "K" on plan. Thence, Southerly and following the Easterly limit of the said right of way six hundred and eighty-nine and four-tenths feet (689.4) to the point of commencement.

30 THE PRESENT SALE is made for and in consideration of the price or sum of four thousand dollars (\$4,000.00) paid cash for which a discharge is hereby given and granted.

DONE AND PASSED at the said City of Hull, in my office, under number fourteen thousand nine hundred and fifty-seven.

40 And said parties signed with us, Notary, after due reading, the said F. T. Cross on the Twenty-second day of November, one thousand nine hundred and twenty-three and said Dame Bertha Hamilton, on the eighteenth day of December, A.D. one thousand nine hundred and twenty-three.

(Signed): F. T. CROSS.  
( " ): BERTHA HAMILTON.  
( " ): LOUIS BERTRAND, N.P.

TRUE COPY of the original remaining in my office.

LOUIS BERTRAND, N.P.

*In the  
Superior Court*

Exhibit P-9.  
Deed of Sale,  
H. H. Selwyn to  
Freeman T. Cross,  
May 11th, 1927.

EXHIBIT P-9

DEED OF SALE, H. H. SELWYN TO FREEMAN T. CROSS

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ON THIS eleventh day of May of the year nineteen hundred and twenty-seven.

10 Before me, F. ALBERT LABELLE, the undersigned Notary Public for the Province of Quebec, residing and practising in the City and District of Hull.

CAME AND APPEARED: Mr. Herbert Harley Selwyn, of the Township of Hull, bee-keeper,

20 WHO DOES HEREBY sell, assign, transfer, convey and make over with guarantee against all troubles and evictions, unto Mr. Freeman T. Cross, of the Township of Hull, lumberman, present and accepting purchaser for himself and his assigns:—

30 All that piece or parcel of land being composed of part of Lot Two "C" in the third range of the Township of Wakefield, in the county of Wright, and province of Quebec and described as follows:—Commencing at the intersection of two trails, one leading to the bridge at the head of La Pêche Rapids and the other to the gravel pit, and running south from such intersection along the trail to the gravel pit for a distance of two hundred and twenty-five feet; thence at right angles Easterly to high water mark on the bank of the Gatineau River, and bounded as follows:—South partly by the Gatineau River and the residue of lot two "C"; Easterly by the Gatineau River, Northerly by the trail leading from the bridge at the head of La Pêche Rapids, and westerly by the trail leading from the gravel pit. With all the buildings, members and appurtenances thereunto belonging, without any reserve nor exception whatsoever, and including all riparian rights which may be connected with the said property.

40 To have and to hold said above described property with the rights, appurtenances and accessories thereto belonging by the said purchaser, including therewith any and all rights which the said vendor may own or possess in the bed or foreshore of the Gatineau River or in the water course, head of waters and tributaries thereof.

The possession and use to be taken by said purchaser immediately, free from all taxes and other encumbrances to this day.

*In the  
Superior Court*  
Exhibit P-9.  
Deed of Sale,  
H. H. Selwyn to  
Freeman T. Cross,  
May 11th, 1927.  
(continued)

THE PRESENT SALE is made for the price or sum of five hundred dollars paid cash, whereof full discharge and acquittance.

The said vendor declares that he has been married only once, with Dame Shirley Girouard who is still living.

DONE AND PASSED in my office, under number forty-six thousand two hundred and eighty-four of my repertory.

10 And after due reading the parties have signed with me, Notary.

(Signed): "HERBERT HARLEY SELWYN",  
" : "F. T. CROSS",  
" : "F. ALBERT LABELLE, N.P."

TRUE COPY of the original remaining of record in my office.

F. ALBERT LABELLE, N.P.

20 (Stamped on side of Exhibit):

REGISTRY OFFICE OF THE COUNTY OF HULL, P.Q.,  
CANADA

I certify that a first copy of this document was duly registered at length in this office at two o'clock after noon on the thirteenth day of the month of May, nineteen hundred and twenty-seven in Liber B, Volume 52, and under number 52832. Granted 28th February, 1931.

30 LS. de G. RABY, Registrar.

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EXHIBIT P-10

PLAN OF DEPT. OF INTERIOR PREPARED BY THE TOP-  
OGRAPHICAL SURVEY OF CANADA SHOWING  
OTTAWA-GATINEAU DISTRICT

40 (See Special Exhibit Book No. 1.)

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EXHIBIT P-11

*In the  
Superior Court*

Exhibit P-11.  
Certified Copy of  
Proclamation by  
His Majesty  
George III,  
Creating the  
Township of Hull,  
Jan. 3rd, 1806.

CERTIFIED COPY OF PROCLAMATION BY HIS MAJESTY  
GEORGE III, CREATING THE TOWNSHIP OF  
HULL, JANUARY 3, 1806

HULL TOWNSHIP OF

10 GEORGE THE THIRD by the Grace of God of the United  
Kingdom of Great Britain and Ireland, King Defender of the Faith.

TO ALL TO WHOM these Presents shall come, or may in any  
wise concern GREETING.—

WHEREAS in obedience to Our Royal Instructions in this be-  
half and by virtue of a certain warrant of Survey to him for that pur-  
pose directed, under the Hand and Seal of Our trusty and well be-  
loved SIR ROBERT SHORE MILNES, Baronet, Lieutenant  
20 Governor of Our Province of Lower Canada, bearing date at Our  
Castle of Saint Lewis in Our City of Quebec, in Our Province of  
Lower Canada, The First day of February in the year of Our Lord  
One Thousand Eight hundred and two, JOSEPH BOUCHETTE  
Esquire, Our Surveyor General of and for Our said Province, HATH  
MADE a faithful and exact Survey of a certain tract of Our Waste  
Lands, situate, lying and being in Our District of Montreal, in Our  
said Province, Bounded on the East by the tract of Our Waste Lands,  
Commonly called the Township of Templeton, On the West by the  
tract of Our Waste Lands Commonly called the Township of Eardly,  
30 On the North by the tract of Our Waste Lands Commonly called  
the Township of Wakefield and the Tract of Our Waste Lands Com-  
monly called the Township of Masham, and on the South by the  
Grand or Ottawa River. Beginning at a Post standing on the Bank  
of the Grand or Ottawa River, marking the South-Easterly Corner  
of the said Tract of Our Waste Lands Commonly called the Town-  
ship of Eardly, and the South-Westerly Corner of the tract of Our  
Waste Lands whereof a Survey hath so as aforesaid been made  
Commonly called the Township of Hull, Running from thence Mag-  
netically North along the division Line, between the said tract of  
40 Our Waste Lands Commonly called the Township of Eardly and  
the said tract of Our Waste Lands whereof a Survey hath so as afore-  
said been made Commonly called the Township of Hull, One thou-  
sand and sixty-four Chains to a Post marking the North-westerly  
Corner of the said tract of Our Waste Lands whereof a survey hath  
so as aforesaid been made, Commonly called the Township of Hull,  
thence Magnetically East, seven hundred twenty-eight Chains to  
a Post erected for the North-easterly Corner of the said tract of Our



*In the  
Superior Court*

Exhibit P-11.  
Certified Copy of  
Proclamation by  
His Majesty  
George III,  
Creating the  
Township of Hull,  
Jan. 3rd, 1806.  
(continued)

waste Lands whereof a Survey hath so as aforesaid been made, Commonly called the Township of Hull, thence Magnetically South along the division Line between the said tract of Our Waste Lands, Commonly called the Township of Templeton, and the said tract of Our Waste Lands whereof a survey hath so as aforesaid been made Commonly called the Township of Hull, nine hundred and ninety-nine Chains to a Post standing on the Bank of the said Grand or Ottawa River Marking the South-Easterly Angle of the said tract of Our Waste Lands, whereof a Survey hath so as aforesaid been made,  
10 Commonly called the Township of Hull, and the South-Westerly Angle of the said tract of Our Waste Lands, Commonly called the Township of Templeton, and from thence along the Banks of the said River, as it winds and turns, to the place of beginning, containing about Eighty-two Thousand, three hundred and sixty-nine acres and the usual allowance for Highways.

NOW THEREFORE KNOW YE, that We of Our especial Grace, certain Knowledge and Meer Motion, have created, Erected and Constituted and by these Presents do Create, Erect and Con-  
20 stitute the tract of Land above mentioned, so as aforesaid surveyed by Our said Surveyor General by virtue of the aforesaid Warrant of Survey, and herein before particularly described, and every part and parcel thereof a Township of ever hereafter to be continue and remain a Township and by the name of Hull for ever hereafter to be Called, Known and Distinguished.—AND WHEREAS Our Well beloved Philemon Wright for himself and his several Associates herein after named by Petition bearing date the seventeenth day of April, in the year of Our Lord One thousand seven hundred and ninety-seven, has humbly requested Us to Grant Unto him and his  
30 said Associates herein after Named and Unto his and their Heirs and Assigns for ever in Free and Common Soccage the aforesaid Township of Hull.—AND WHEREAS Our said trusty and well beloved SIR ROBERT SHORE MILNES, Baronet, Our Lieutenant Governor of Our Said Province and Our Executive Council of Our said Province having duly and maturely considered the said Petition have thereof in part approved and have adjudged it to be reasonable and adviseable that We should Grant One Quarter or Fourth part of the said Township of Hull Unto the said Philemon Wright and his said Associates herein after Named and Unto his  
40 and their Heirs and Assigns for ever in Free and Common Soccage. Upon the Terms and Conditions, and subject to the Provisoos, Limitations, Restrictions and Reservations prescribed by the Statute in such Case made and provided, and by Our Royal Instructions in this behalf.—AND WHEREAS Our trusty and Well beloved The HONORABLE THOMAS DUNN Esquire, Our President and Administrator of the Government of Our said Province, and our said Executive Council, Have adjudged it to be reasonable and adviseable that

*In the  
Superior Court*  
Exhibit P-11.  
Certified Copy of  
Proclamation by  
His Majesty  
George III,  
Creating the  
Township of Hull,  
Jan. 3rd, 1806.  
(continued)

We should grant Unto the said Philemon Wright a further quantity of twelve hundred acres, in Consideration of his great Exertions in the Culture of Hemp, upon the tenure, terms and conditions above mentioned.

AND WHEREAS in Obedience to our said Royal Instructions, and by virtue of the aforesaid Warrant of Survey to him for this purpose also directed, Our said Surveyor General, hath surveyed and divided the said Township of Hull, as nearly as Circumstances and

10 the Nature of the Case would admit, into sixteen Ranges or Rows at equal distances of Eighty Chains, seventy-five Links, numbered from the South towards the North from number One to Number sixteen, inclusive, and hath subdivided the said several Ranges or Rows, into Lots of twenty-six Chains in breadth Numbered from the East towards the West, That is to say, The First Range into Nine Lots, The second range, into Fifteen Lots, The Third Range into twenty-seven Lots, the Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, twelfth, Thirteenth, Fourteenth, fifteenth and sixteenth Ranges, into twenty-eight Lots, And the First, second, third,

20 Fourth, Fifth, sixth and seventh ranges of the said Township of Hull, Hath subdivided and Bounded by Actual Measurement in the Field, into Lots of Eighty Chains, seventy-five links in depth, (extending from the South towards the North) by twenty-six Chains in breadth, numbered from the East towards the West, That is to say, The First Range into nine Lots, The second range into fifteen Lots, The Third range into twenty-seven Lots, The Fourth range into twenty-eight Lots, The Fifth range, into twenty-eight Lots, The sixth range into twenty-eight Lots, And the seventh range into twenty-eight Lots, each Lot Containing about two hundred acres

30 and the Usual Allowance for High-ways, save and except the Irregular Lots which are bounded and abutted as follows, THAT IS to say, Lot number one in the fourth range, Bounded and abutted as follows, that is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marking the south East Angle of the said Township of Hull and the south west Corner of the tract of Our Waste Lands, Commonly Called the Township of Templeton, Running from thence magnetically North along the Division Line between the said tract of Our waste Lands Commonly Called the Township of Templeton and the said Township of Hull 'till inter-

40 sected by the division Line between the fourth and fifth ranges, thence West, twenty-six Chains, thence South 'till Intersected by the division Line, between the third and fourth Ranges, thence East along the said Line 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and ninety acres and the Usual allowance for High-ways.—LOT number One in the Third Range, bounded and abutted as follows, that is to say, Beginning at

*In the  
Superior Court*  
Exhibit P-11.  
Certified Copy of  
Proclamation by  
His Majesty  
George III,  
Creating the  
Township of Hull,  
Jan. 3rd, 1806.  
(continued)

a Post standing on the Bank of the Grand or Ottawa River, Running from thence west along the division Line between the Third and fourth Ranges 'till intersected by the division line between the Lots Numbers One and two, thence south along the said Line 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning. Containing about seventy-six acres, and the Usual allowance for High-ways. LOT Number two, in the Third Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing On the Bank of the Grand or Ottawa River, Marked 1. 2. Being the division Line between the Lots Numbers One and two, Running from thence North 'till Intersected by the division Line between the Third and fourth Ranges, thence West, twenty-six Chains, thence south 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning containing about One hundred and five Acres, and the Usual Allowance for High-ways. LOT Number THREE, in the Third Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing On the Bank of the Grand or Ottawa River, Marked 2. 3. Being the division Line between the Lots numbers two and Three, Running from thence North 'till Intersected by the division Line, between the Third and fourth Ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and Thirty-five Acres and the usual allowance for High-ways.—LOT Number Four in the Third Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing On the Bank of the Grand or Ottawa River, Marked 3. 5. Being the division Line between the Lots Numbers Three and Four, Running from thence North 'till Intersected by the division Line, between the Third and fourth Ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, containing about one hundred and sixty Acres, and the usual allowance for High-ways.—Lot number Five, in the Third Range Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 4. 5. Being the division Line, Between the Lots Numbers Four and Five, Running from thence North 'till Intersected by the division Line, between the Third and fourth ranegs, thence West, twenty-six Chains, thence South 'till Intersected by the said Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and Eighty-six Acres, and the usual allowance for High-ways.

LOT Number Six, in the Third Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing On the Bank

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of the Grand or Ottawa River, Marked 5. 6. Being the division Line between the Lots Numbers five and six, Running from thence North 'till Intersected by the division Line, between third and fourth Ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and seventy Acres, and the usual Allowance for High-ways.—

10        LOT Number Seven in the Third Range, Bounded and Abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 6, 7. being the division Line between the Lots Numbers six and seven, Running from thence North 'till Intersected by the division Line between the Third and fourth ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning Containing about one hundred and fifty-six acres and the usual allowance for High-ways.—

20

Lot Number Eight in the Third Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, marked 7. 8. being the division Line between the lots Numbers seven and Eight, running from thence North 'till Intersected by the division Line, between the Third and fourth Ranges, thence West, twenty-six Chains, thence South 'till intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about one hundred and ninety-two acres and the Usual allowance

30 for High-ways.—

Lot Number Nine, in the Third Range, Bounded and abutted as follows, That is to say Beginning at a Post standing on the Bank of the Grand or Ottawa River, marked 8. 9. Being the division Line between the Lots Numbers eight and nine, running from thence North 'till Intersected by the division Line, between the Third and fourth Ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning Containing

40 about two hundred and Forty-Seven Acres and the Usual allowance for High-Ways.—

Lot Number Ten, in the second range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River marked 9, 10. Being the division Line between the Lots Numbers Nine and ten, running from thence North 'till Intersected by the division Line, between the second and

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Third Ranges, thence west, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about one hundred and twenty Acres and the usual allowance for Highways.

10 Lot Number Eleven, in the second Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, marked 10, 11. Being the division Line between the Lots Numbers Ten and Eleven, Running from thence North 'till Intersected by the division Line, between the second and Third Ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and seventy-one acres, and the usual allowance for Highways.

20 Lot Number twelve, in the second range, Bounded and abutted, as follows. That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, marked 11, 12. Being the division Line between the Lots numbers Eleven and Twelve, Running from thence North 'till Intersected by the division Line between the second and Third Ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River and from thence along the Banks of the said River to the place of beginning, Containing about two hundred and Forty-seven acres and the Usual allowance for Highways.

30 Lot Number thirteen in the first Range, Bounded and Abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 12, 13, Being the division Line between the Lots Numbers twelve and thirteen, Running from thence North 'till Intersected by the division Line between the First and second Ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred Acres and the Usual allowance for Highways.

40 Lot number Fourteen in the first Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing On the Bank of the Grand or Ottawa River marked 13, 14, Being the division Line between the Lots Numbers thirteen and Fourteen, Running from thence North 'till Intersected by the division Line between the first and second Ranges, thence west twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from

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thence along the Banks of the said River to the place of beginning, Containing about One hundred and twenty-five Acres and the Usual Allowance for High-ways.

10 Lot number Fifteen in the First Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 14, 15, Being the division Line between the Lots Numbers fourteen and fifteen, Running from thence North 'till Intersected by the division Line between the First and Second raiges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about one hundred and ninety acres and the Usual allowance for Highways.

20 Lot number sixteen in the First Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing On the Bank of the Grand or Ottawa River, marked 15, 16, Being the division Line between the Lots Numbers fifteen and sixteen, Running from thence North 'till Intersected by the division Line between the first and second Ranges, thence west, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of begining, Containing about two hundred and sixteen Acres and the usual Allowance for High-ways.

30 Lot Number seventeen, in the First Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 16, 17, Being the division Line between the Lots Numbers sixteen and seventeen, Running from thence North 'till Intersected by the division Line between the first and second Ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River and from thence along the Banks of the said River to the place of begining, Containing about two hundred acres, and the Usual allowance for Highways.

40 Lot Number Eighteen in the First Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 17, 18, Being the division Line between the Lots Numbers seventeen and eighteen, running from thence North 'till Intersected by the division Line between the First and Second Ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about two hundred and ten acres, and the usual allowance for Highways.

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10 Lot Number Nineteen, in the First Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 18, 19, Being the division Line between the Lots Numbers Eighteen and Nineteen, running from thence North 'till Intersected by the division Line between the First and Second Ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Bank of the said River to the place of beginning, Containing about two hundred and twelve acres and the usual allowance for Highways.

20 Lot Number Twenty in the First Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River Marked 19, 20, Being the division Line between the Lots Numbers Nineteen and twenty, Running from thence North 'till Intersected by the division Line between the First and second ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and Eighty-one Acres and the Usual allowance for Highways.

30 Lot Number twenty-One, in the First Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 20, 21. Being the division Line between the Lots Numbers twenty and twenty-One, Running from thence North 'till Intersected by the division Line, between the first and second Ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and thirty-five Acres and the Usual allowance for Highways.

40 Lot Number Twenty-Two, in the Second Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 21, 22, Being the division Line between the Lots Numbers twenty-One and twenty-two, Running from thence North 'till Intersected by the division Line between the Second and Third ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about two hundred and forty acres and the Usual Allowance for Highways.

Lot number twenty-three, in the second Range, Bounded and abutted as follows, That is to say, Beginning at a Post Standing on

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the Bank of the Grand or Ottawa River Marked 22, 23. Being the division Line between the Lots Numbers twenty-two and twenty-three, Running from thence North 'till Intersected by the division Line between the second and third ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and seventy Acres and the usual allowance for Highways.

10 Lot Number twenty-four in the second Range, Bounded and Abutted, as follows, that is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River Marked 23, 24, Being the division Line between the Lots Numbers twenty-three and twenty-four, Running from thence North 'till Intersected by the division Line between the second and third ranges, thence West, twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Bank of the said River to the place of beginning, Containing about One hundred and twenty-seven Acres and the Usual allowance for Highways.

20 Lot Number twenty-five, in the Third range, Bounded and abutted, as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River Marked 24, 25, Being the division Line between the Lots Numbers twenty-four and twenty-five, Running from thence North 'till Intersected by the division Line between the Third and fourth ranges, thence West twenty-six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the banks of the said River to the place of beginning, Containing about two hundred and seventy Acres and the usual allowance for Highways.

30 Lot Number twenty six in the Third range, Bounded and abutted as follows, that is to say, Beginning at a Post Standing On the Bank of the Grand or Ottawa River Marked 25, 26. Being the division Line between the Lots Numbers twenty five and twenty six, Running from thence North 'till Intersected by the division Line, between the Third and fourth ranges, thence West, twenty six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about two hundred and ten acres and the Usual allowance for Highways.

40 Lot Number Twenty seven in the Third Range Bounded and abutted as follows, that is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River, Marked 26, 27. Being the division Line between the Lots Numbers twenty six and twenty



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seven, Running from thence North 'till Intersected by the division Line between the Third and fourth Ranges, thence West twenty six Chains, thence South 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about One hundred and seventy one acres and the usual allowance for Highways.

10 Lot Number twenty eight in the Fourth Range, Bounded and abutted as follows, That is to say, Beginning at a Post standing on the Bank of the Grand or Ottawa River Marked 27, 28. Being the division Line between the Lots Numbers twenty seven and twenty eight, Running from thence due North 'till Intersected by the division Line between the fourth and fifth Ranges, thence West twenty six Chains, thence South along the division Line between the tract of Our Waste Lands Commonly Called the Township of Eardly and the said Township of Hull 'till Intersected by the Grand or Ottawa River, and from thence along the Banks of the said River to the place of beginning, Containing about two hundred and fifty seven  
20 acres, and the usual allowance for Highways.

AND WHEREAS Our said Surveyor General in Obedience to the statute in such Case made and provided, and to Our said Royal Instructions in this behalf, and by virtue of the aforesaid Warrant of Survey to him for this purpose also directed, hath set off, made and reserved a proportionable allotment and appropriation of Lands within the said Township of Hull as well for the maintenance and Support of a Protestant Clergy within Our said Province, as for Our future disposition;

30 AND FURTHER in respect of the Lands to be hereby granted hath, for the maintenance and support of a Protestant Clergy within Our said Province, set off and reserved in the aforesaid first seven ranges of the said Township of Hull Fourteen Lots herein after particularly described, being as nearly as Circumstances and the Nature of the Case will admit of the like quality as the Lands hereinafter granted, in respect of which the same are so set off and reserved and are herein after allotted and appropriated, and as nearly as can be estimated equal in value to One seventh part of the Lands herein  
40 after granted.

AND FURTHER in respect of the Lands to be hereby granted, HATH for Our future disposition Also set off and reserved in the said seven first ranges of the said Township of Hull, fourteen other Lots herein after particularly described, being as nearly as Circumstances and the Nature of the Case will admit of the like quality as the Lands herein after granted in respect of which the same are so

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set off and reserved, and as nearly as can be estimated equal in value to One seventh part of the Lands herein after granted.

10 AND WHEREAS Our said Surveyor General, by his Return to the aforesaid Warrant of Survey, bearing date the twenty second day of January in the year of Our Lord, One thousand eight hundred and three, hath Certified and Returned to Our said Lieutenant Governor of Our said Province, a Plot or Description of the said Township of Hull, to the said Return annexed, specifying the Outlines of the said Township of Hull, the several Ranges of Lots and the several Lots into which the said Township of Hull is so as aforesaid subdivided severally and respectively distinguished by Numbers, and likewise the Several Lots within the said Township of Hull, set off and reserved by Our said Surveyor General on our behalf, for the maintenance and Support of a Protestant Clergy, within Our said Province, and for Our future disposition, as by the said Warrant of Survey, He was required and Comanded, A DUPLICATE of which said plot or description of the said Township of Hull, specifying the Out lines of the said Township of Hull, the several ranges of Lots and the  
20 several Lots into which the said Township of Hull is so as aforesaid subdivided, severally and respectively distinguished by Numbers, and likewise the Several Lots within the Said Township of Hull, set off and reserved by Our said Surveyor General, on Our behalf for the maintenance and Support of a Protestant Clergy within Our said Province, and for Our future disposition, is hereunto annexed, signed by Our said Surveyor General for the purposes herein Contained.

30 AND WHEREAS in further obedience to Our Royal Instructions above mentioned JOHN COFFIN, Esquire, Surveyor General of the Woods of and for Our said Province, hath Certified under his hand and Seal, that no part of the said Township of Hull, so as aforesaid Surveyed, laid Out, set off, or reserved is included in any District marked out as a reservation for the growth of Timber for the use of Our Royal Navy.

40 AND WHEREAS ALSO in further Obedience to Our Royal Instructions, Our Commissioners by Us appointed for making inquiries into the Character and Circumstances of all and every applicant for any part of Our un-occupied and waste Lands, lying within Our said Province, and for Administering and receiving the Several Oaths, affirmations and Declarations required by Our said Royal Instructions, have certified to Our said Lieutenant Governor, that the said Philemon Wright and his said Associatees herein after named, are persons of Loyal principles and good Character, and that he and they and each of them, have in the presence of them Our said Commissioners taken the Usual Oaths directed by Law, and also made and

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Subscribed the Declaration by Our said Royal Instructions in this behalf required, whereby severally and respectively they do promise and declare that they, and each of them will maintain and defend, to the utmost of their power, the Authority of Us and of Our Parliament, as the supreme Legislature of Our said Province.

10 NOW THEREFORE KNOW YE FURTHER, THAT WE, having taken the premises into Our Royal Consideration, have saved and reserved, allotted and appropriated, and hereby do expressly  
20 save and reserve to Us, Our Heirs and Successors, and allot and appropriate the aforesaid several Lots of Land in the said Township of Hull, so as aforesaid, in respect of the Lands to be hereby granted, set off and reserved by Our said surveyor General for the maintenance and support of a Protestant Clergy within Our said Province, and for Our future disposition, That is to say, more particularly and according to the form of the statute in such case made and provided for a specification of the Land so by Us saved and reserved, allotted and appropriated for the maintenance and support of a Protestant  
30 Clergy within Our said Province, and for Our future disposition, in respect of the Land to be hereby granted, We, of the several Lots in the aforesaid sixteen ranges of Lots, so as aforesaid surveyed and laid Out by our said Surveyor General in the said Township of Hull and on the said plot or description of the said Township of Hull, hereunto annexed, described, have saved and reserved, allotted and appropriated, and hereby do expressly save and reserve to Us, Our Heirs and Successors and do allot and appropriate for the maintenance and Support of a Protestant Clergy within Our said Province, in the first seven ranges of the said Township of Hull, the several  
40 Lots following, That is to say, The Lot Number fifteen, in the first range, The Lots Numbers ten, seventeen and twenty four in the second range, The Lots Numbers five, twelve, nineteen and twenty six, in the Third range, The Lots numbers seven, twenty one and twenty eight, in the fourth range, The Lot Number five, in the Fifth range, The Lot Number Twenty eight in the sixth range and the Lot number three in the seventh range, making in all fourteen Lots and being as nearly as Circumstances and the Nature of the Case will admit of the like quality as the Lands herein after granted, in respect of which the same are so allotted and appropriated, and as nearly as  
can be estimated equal in value to One seventh part of the Lands herein after granted.

AND WE have saved and reserved and hereby do expressly save and reserve to Us, Our Heirs and Successors for Our future disposition the Lot Number Eighteen, in the first range, The Lots Numbers fourteen and twenty One in the second range, The Lots Numbers One, Eight, fifteen and twenty two, in the Third range, the Lots

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numbers four, eleven and twenty five, in the Fourth range, The Lots Numbers One, Eight and twenty two, in the Fifth range and the Lot Number Four in the sixth range, making in all Fourteen Lots, and being as nearly as circumstances and the Nature of the Case will admit of the like quality as the Lands herein after granted, in respect of which the same are so reserved, and as nearly as can be estimated equal in value to One seventh part of the Lands herein after granted.

10 AND KNOW YE FURTHER That judging it to be reasonable  
and right that We should grant to the said PHILEMON WRIGHT  
and to his said Associates herein after named certain parts and  
parcels of the said Township of Hull not herein before reserved to  
US, Our Heirs and Successors for the maintenance and Support of  
a Protestant Clergy within Our said Province or for Our future dis-  
position WE, of Our especial grace, certain knowledge and meer  
Motion, UNTO the said Philemon WRIGHT and his said ASSO-  
CIATES, That is to say, Luther Colton, Edmond Chamberlain,  
Ephraim Chamberlain, James McConnell, Harvey Parker, Isaac  
20 Remic, Philemon Wright the younger, Tiberius Wright and Daniel  
Wyman, for Ourselves, Our Heirs and Successors, Have given,  
granted and Confirmed, and by these presents do give, grant and  
Confirm in manner and form following, That is to say: of the several  
Lots in the aforesaid sixteen ranges of Lots, so as aforesaid surveyed  
and laid Out by our said Surveyor General in the said Township of  
Hull and in the said plot or description of the said Township of Hull  
hereunto annexed, described, WE have given, granted and confirmed  
and hereby do give, grant and Confirm for Ourselves, Our Heirs and  
Successors, Unto the said Philemon Wright his Heirs and Assigns  
30 for ever, the Lot Number Three, in the Third range, The Lots Num-  
bers One, two, three and five in the fourth range, The Lots Numbers  
two, three, twenty-three, twenty-four and twenty-five in the Fifth  
range and the Lots Numbers twenty-two, twenty-three and twenty-  
four, in the sixth range; UNTO the said LUTHER COLTON, his  
Heirs and Assigns for ever the Lot Number fourteen in the Third  
range and the Lots Numbers twenty, twenty-two, twenty-three,  
twenty-four and twenty-six in the fourth range; UNTO the said  
Edmond Chamberlain his Heirs and Assigns for ever the Lot Num-  
ber thirteen in the first range, the Lot number fifteen in the second  
40 range, the Lot number six in the fourth range and the Lots Num-  
bers three, five and six in the sixth range; UNTO the said Ephraim  
Chamberlain, his Heirs and Assigns for ever The Lots numbers  
Nineteen and twenty in the first range, the Lots numbers nineteen  
and twenty in the second range, the Lot number twenty-seven in the  
Third range and the Lot number twenty-seven in the fourth range;  
UNTO the said JAMES McCONNELL his Heirs and Assigns for  
ever the Lots Numbers sixteen, seventeen, eighteen, twenty, twenty-

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one and twenty-three in the Third Range; UNTO the said Harvey Parker, his Heirs and Assigns for ever the Lots Numbers six and seven in the Third range, The Lots Numbers Eight, Nine and ten in the fourth range, and the Lots Numbers six and seven in the Fifth Range; UNTO the said ISAAC REMIC, his Heirs and Assigns for ever The Lots Numbers fourteen, sixteen and seventeen in the first Range, the Lots Numbers sixteen and Eighteen, in the second range and the Lot number Nine in the Third Range; UNTO the said Philemon Wright the younger, his Heirs and Assigns for ever, the  
10 Lots Numbers Eleven and twelve in the second range, the Lots Numbers two, Ten, Eleven and Thirteen in the Third range and the Lot Number four in the seventh range; UNTO the said Tiberius Wright, his Heirs and Assigns for ever the Lots Numbers four, and twenty-four in the Third range, the Lot Number four in the fifth Range, The Lots Numbers one and two, in the sixth range and the Lot number five in the seventh range. AND UNTO THE said Daniel Wyman his Heirs and Assigns for ever the Lot Number twenty-one in the first range, the Lots Numbers Thirteen, Twenty-two and Twenty-  
20 three in the second Range, and the Lot number twenty-five in the Third range.

TO HAVE AND TO HOLD the said several Lots of Land and Premises above described and herein before given, granted and confirmed Unto Our said several Grantees above named, severally and respectively, of Us, Our Heirs and Successors Unto them Our said Grantees, and to each of them severally and respectively, and to the Heirs and Assigns of them Our said Grantees and of each of them, severally and respectively, To the Use and behoof of them Our said Grantees severally and respectively and to the use and behoof of the  
30 Heirs and Assigns of them our said Grantees and of each of them severally and respectively, for ever, in Free and Common Soccage, by Fealty only, in lieu of All Other and all manner of rents, Services, fines, rights, dues, duties, Claims and demands whatsoever, in like manner as Lands are now holden in Free and Common Soccage, in that part of Great Britain Called England.

AND WE DO HEREBY give and grant for Us, Our Heirs and Successors Unto Our said Grantees, and each of them, their Heirs and Assigns and the Heirs and Assigns of each of them respectively  
40 full power and Liberty to Use, Occupy, Cultivate and enjoy the Lots of Lands and premises hereby to them granted in any manner which he or they shall think fit, by Cutting down the trees growing thereon, by Cultivating the surface of the ground thereof, or by any other Method of improvement whatsoever and to apply the profits thereof to their own use and benefit. PROVIDED ALWAYS and WE DO hereby expressly reserve to Ourselves, Our Heirs and Successors All mines of Gold, and Silver which now are or which shall be found

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upon the said Lots of Land and Premises hereby granted, or any of them, or any part thereof, so that the said Mines and each of them shall belong to Us, Our Heirs and Successors in as full and ample manner as if the present Grant had never been made.

AND WE DO HEREBY likewise expressly reserve to Ourselves, Our Heirs and Successors full power, right and authority, to make and use all such roads, ways and passages over the said Lots of Lands and premises hereby granted or any part thereof, and also  
10 to take, stop, divert and Use all such Rivers, streams, Ponds and bodies of Water, as shall by Us or them be judged necessary or convenient for working and improving the said Mines or any of them.

AND PROVIDED FURTHER, if any Mine or Mines of Gold or Silver shall be found upon any Lot or Lots of Land hereby granted, the Grantee or Grantees possessing such Lot or Lots, or his or their Heirs or Assigns possessing such Lot or Lots, or One of them shall within the space of six Months after the discovery thereof  
20 give notice of such discovery to Our Governor of our said Province, or to Our Lieutenant-Governor or Person Administering the Government of our said Province for the time being; AND if he or they shall make default therein, the present Grant so far as the same doth or shall in any wise respect such Lot or Lots, shall at the end of the said six Months next ensuing after such discovery of any Mine or Mines of Gold or Silver become Void, and such Lot or Lots and every part thereof hereby granted shall revert and escheat to Us, Our Heirs and Successors and shall thereupon become the absolute and entire property of Us or them in the same manner as if the  
30 present Grant had never been made, any thing herein contained to the Contrary in any wise notwithstanding.

AND WHEREAS it may hereafter become expedient for the Inhabitants of the said Province of Lower Canada that One or more public Roads or High-ways, should be made through some parts of the Premises hereby granted. WE DO, therefore hereby reserve to Ourselves, Our Heirs and Successors, a right of making any number of Public Roads or Highways, of a breadth not exceeding One hundred feet, through any part of the said Premises excepting such  
40 parts whereon any Dwelling House or other Houses or other buildings shall be Erected.

AND WHEREAS it may likewise at some time hereafter become expedient for the Peace and safety of Our said Province of Lower Canada, to Erect and build Forts and Fortresses or to make other works of Military defence in various parts of Our said Province, WE DO therefore also hereby reserve to Ourselves, Our Heirs and Successors full Power and Authority to erect and build any

*In the  
Superior Court*  
—  
Exhibit P-11.  
Certified Copy of  
Proclamation by  
His Majesty  
George III,  
Creating the  
Township of Hull,  
Jan. 3rd, 1806.  
(continued)

10 Forts or Fortresses, or to make any other works of Military defence, on any parts of the said Premises hereby granted, and to take, use, Occupy and retain in Our hands as long as We shall think fit such parts of the said Premises hereby granted as may be necessary for the said purposes whenever we or Our Heirs or Successors shall signify it to be our or their Pleasure so to do, by an order given by Us or them, in Our or their Privy Council in Great Britaon, or whenever it shall be judged adviseable and expedient so to do, by Our Governor, Lieutenant Governor or Person administering the Government of Our said Province, by and with the advice and consent of Our Executive Council of Our said Province.

20 AND PROVIDED ALWAYS and these Our Present Letters are upon this express condition, that if the said Grantees their Heirs or Assigns or some or one of them shall not within One year next after the date of these Our Present Letters settle on the Premisses hereby to them granted so many families as shall amount to One family for every twelve hundred acres thereof, or if they the said Grantees, their Heirs or Assigns, or some or One of them shall not  
30 within three years to be computed as aforesaid plant and effectually cultivate at least two acres for every hundred acres of such of the hereby granted Premisses as are capable of Cultivation, and shall not also within seven years to be computed as aforesaid plant and effectually cultivate at least seven acres for every hundred acres of such of the hereby granted Premisses as are capable of cultivation, that then and in any of these Cases, this Our Present Grant and every thing therein contained shall cease and be absolutely void, and the Lands and Premisses hereby granted shall revert and escheat to Us, Our Heirs and Successors and shall thereupon become  
40 the absolute and entire property of Us or them in the same manner as if this Our present Grant had never been made any thing therein contained to the contrary in any wise notwithstanding.

AND PROVIDED ALSO that no part of the said parcel or tract of Land hereby granted of Our said Grantees and their Heirs be within any reservation heretofore made and marked for us, Our Heirs and Successors by Our Surveyor General of the woods, or his Lawful Deputy in which Case this Our Grant for such part of the Land hereby given and granted to Our said Grantees and their Heirs  
40 for ever as aforesaid, which shall upon a Survey thereof being made be found within any such reservation shall be Null and void and of none effect any thing herein contained to the Contrary in any Wise notwithstanding.

AND WE DO HEREBY direct and appoint that within six Months from the day of the date of these Presents a Copy of this Grant shall be Registered in our Registers Office, in Our City of

*In the  
Superior Court*  
Exhibit P-11.  
Certified Copy of  
Proclamation by  
His Majesty  
George III,  
Creating the  
Township of Hull,  
Jan. 3rd, 1806.  
(continued)

Quebec in Our said Province, and that a Docket thereof shall be also entered in our Auditors Office, in Our said City of Quebec in Our said Province, and that in default thereof the whole Premises hereby granted shall revert and escheat to Us, Our Heirs and Successors and become the absolute property of Us or them, in the same manner as if this present Grant had never been made any therein contained to the Contrary in any wise notwithstanding.

10 AND WE DO moreover, of Our especial Grace, certain Knowledge and Meer Motion, consent and agree that these Our present Letters being Registered and a Docket thereof made as before directed and appointed shall be good and effectual in Law to all intents, constructions and purposes whatsoever against Us, Our Heirs and Successors, notwithstanding any mis-reciting, mis-bounding, mis-naming or other imperfection or omission of, in or any wise concerning the above granted or hereby mentioned or intended to be granted Lots of Land and Premises or any part thereof.

20 IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent and the Great Seal of Our said Province of Lower Canada to be hereunto affixed.—WITNESS Our trusty and well beloved THE HONORABLE THOMAS DUNN Esquire, President of Our Province of Lower Canada, and Administrator of the Government of the said Province at Our Castle of Saint Lewis in Our City of Quebec in Our said Province the third day of January in the year of Our Lord Christ One Thousand Eight hundred and six and in the Forty-sixth year of Our Reign.

30 (Signed) NATH. TAYLOR,  
Dy. Secy. (Signed) T. D.

(SEAL)

(Written on side of Exhibit.)

PROVINCE OF LOWER CANADA

40

FIAT

Enrolled in the Register's Office of Enrollments at Quebec on Tuesday, the 14th day of Jany., 1806.

NATH. TAYLOR,  
Dy. Regr.



FIAT

*In the  
Superior Court*

Exhibit P-11.  
Certified Copy of  
Proclamation by  
His Majesty  
George III,  
Creating the  
Township of Hull,  
Jan. 3rd, 1806.  
(continued)

Recorded in the Register's Office of the Records at Quebec on Saturday, the 25th day of January, 1806, in the second Register of Letters Patent of Land Letter B, Page 436.

NATH. TAYLOR,  
Dy. Regr.

- 10 Entered in the Office of the Auditor the 3<sup>rd</sup> day of April, 1806, Docket Book A, fol. 218."—.

(Signed) THOMS. DUNN,  
Acting for Thomas Fargues, Esq., Auditor.

---

EXHIBIT P-12

- 20 CERTIFIED COPY OF THE OFFICIAL DIAGRAM OF THE  
TOWNSHIP OF HULL

(See Special Exhibit Book No. 1.)

---

EXHIBIT P-13

*In the  
Superior Court*

Exhibit P-13.  
Certified Copy of  
Instructions for  
Surveying and  
Subdividing the  
Front of the  
Township of Hull,  
Aug. 17th, 1802.

- 30 CERTIFIED COPY OF INSTRUCTIONS FOR SURVEYING  
AND SUBDIVIDING THE FRONT OF THE TOWN-  
SHIP OF HULL, AUGUST 17, 1802

Extract of "No. L. Book of Instructions", Major Holland, 1784  
to 1805, S.G.O.

Instructions for Surveying and Subdividing the Front  
of the Township of Hull

Sir,

- 40 The Township of Hull, having already been surveyed and subdivided into lots of the dimensions of 80 chains & 75 links in depth by 26 chains in breadth, I have to desire that the front of the said Township be laid out accordingly, viz.:

Beginning from the division line between the 4th & 5th concessions, extending the East & West lines of the said Township, to the River, & subdividing the tract of land, laying between the 5th

*In the  
Superior Court*  
Exhibit P-13.  
Certified Copy of  
Instructions for  
Surveying and  
Subdividing the  
Front of the  
Township of Hull,  
Aug. 17th, 1802.  
(continued)

range & the River, into ranges & rows of 80 chains & 75 links wide, & subdivide the said ranges into lots of 26 chains in breadth, & after having scaled the River, which forms the front of this Township, you will be particular in specifying the superficial contents of all the irregular lots contained within your said survey of the front of the said Township—

10 With respect to the reservations, for the Crown & Clergy, I refer you to the annexed diagram, requesting you to mark the side of the posts facing the Clergy reserve with C.R.—and those of the Crown with K.R.—

For your further instructions & guidance I have annexed a set of printed instructions requesting you to attend to the articles marked 1, 2, & 3. Strictly conforming to the 3rd article.

Given under my hand at the Surveyor General's Office,

20 Quebec, 17 Augt., 1802.

(Signed) JOSEPH BOUCHETTE,  
Dy. S. General.

N.B.—You will alter the numbers upon the different posts, marking the several ranges, so that the 1st range may be upon the River, and numbered from the River upwards, throughout the Township.

(Signed) J. B., Dy. S. Gl.

30 *Vraie copie de l'original conservé aux archives des Arpentages.  
Département des Terres et Forêts, Québec.*

Québec, le 14 janvier, 1931.

F. X. LEMIEUX,  
Sous-Ministre.

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EXHIBIT P-14

40 CERTIFIED COPY OF PLAN OF TOWNSHIP OF HULL,  
NOVEMBER 28, 1881

(See Special Exhibit Book No. 1.)

EXHIBIT P-15

OFFICIAL PLAN OF THE TOWNSHIP OF HULL,  
NOVEMBER 28, 1881

(See Special Exhibit Book No. 1.)

*In the  
Superior Court*

10

Exhibit P-16.  
Probate and  
Certified Copy  
Last Will and  
Testament,  
Thos. Moore,  
Sept. 27th, 1899.

---

EXHIBIT P-16

PROBATE AND CERTIFIED COPY LAST WILL AND  
TESTAMENT, THOS. MOORE, SEPTEMBER 27, 1899

CANADA

20 PROVINCE OF QUEBEC  
DISTRICT OF HULL

To the Prothonotary of the Superior Court, for the Province of  
Quebec, in the District of Ottawa.

The Petition of DAME BRIDGET SMITH, of the Township  
of Hull, in the County of Wright and District of Ottawa, widow of  
the late Thomas Moore, in his lifetime, of the Township of Hull,  
in the said district.

30 Respectfully Represents:

That the said late Thomas Moore departed this life in the  
Township of Hull, in the District of Ottawa, on or about the twenty-  
eighth day of September, nineteen hundred and four, having pre-  
viously thereto made his Last Will and Testament in the presence  
of witnesses on the twenty-seventh day of September, eighteen  
hundred and ninety-nine at the said Township of Hull.

40 That at the time of his death the said Thomas Moore was the  
owner of the following properties viz: The Lots twenty B, twenty  
C, twenty D, twenty-one B, twenty-one C and twenty-two C one,  
all in Fifteenth Range of the said Township of Hull, according to  
the Official Plan and Book of Reference of said Township.

That Your Petitioner is desirous of obtaining Probate of the  
said Will.

In the  
Superior Court

Exhibit P-16.  
Probate and  
Certified Copy  
Last Will and  
Testament,  
Thos. Moore,  
Sept. 27th, 1899.  
(continued)

10           Wherefore Your Petitioner prays you will be pleased to order that proof of said Will be made before you in due form of Law, and that for that purpose the said Will be filed in the office of the Prothonotary of the said Superior Court, and upon proof thereon being made, probate of the said Will be granted in due form of law, and copies of the said Will and Act of probate, be delivered to all who may apply therefore to the said Prothonotary, the whole with costs *contre qui de droit*.

Hull, the second day of November, one thousand nine hundred and four.

(Signed) N. TETREAU, N.P.  
Attorney for Petitioner.

20           Let Probate be made as prayed for.

Hull, the second day of November, one thousand nine hundred and four.

(Signed) GRONDIN & VINCENT,  
The Prothonotary of the Supreme Court for the  
Province of Quebec, District of Ottawa.

30           Thomas Wills, of the Town of Buckingham, in the County of Labelle, Agent, being duly sworn upon the Holy Evangelists doth depose and say: that he was present along with Henry Bell and James S. Dougherty, of the Township of Bouthillier, in the said County of Labelle, at the execution by the said late Thomas Moore, on the twenty-seventh day of September, one thousand eight hundred and ninety-nine, of the Last Will and Testament of the said late Thomas Moore, which said Will is hereunto annexed and marked "A"; that this deponent saw the said late Thomas Moore sign and execute the said Will in the presence of this deponent, and of the said Henry Bell and James S. Dougherty, witnesses specially  
40           called to witness the execution of the said Will, and that the said late Thomas Moore acknowledged the said Will as his last Will and

Testament and that the signature THOMAS <sup>his</sup> X MOORE,  
mark  
subscribed to the said Will as Testator, was then acknowledged by him as his signature, and Henry Bell, James S. Dougherty and Thomas Wills thereto as witnesses are genuine signatures, and in

*In the  
Superior Court*  
Exhibit P-16.  
Probate and  
Certified Copy  
Last Will and  
Testament,  
Thos. Moore,  
Sept. 27th, 1899.  
(continued)

hand writing of the said Testator, and of the Witnesses respectively.  
And further deponent said not, and hath signed.

SWORN before us at the City of  
Hull, this second day of November,  
one thousand nine hundred and  
four.

(Sgd.) THOMAS WILLS,

10 (Sgd.) GRONDIN & VINCENT,  
Prothonotary of the Superior Court of the  
Province of Quebec, District of Ottawa.

---

20 Having seen and examined the writing in the foregoing Petition  
mentioned, purporting to be the last Will and Testament of the late  
Thomas Moore, in his lifetime of the Township of Hull, in the  
District of Ottawa, together with annexed affidavit of Thomas Wills,  
sworn before us the second day of November, nineteen hundred and  
four; We do hereby grant Probate of the said last Will and Testa-  
ment, hereunto annexed and marked "A", and do hereby order and  
direct that the said last Will and Testament be duly enregistered  
according to law, and the course and practice adopted in similar  
cases, in order that copies thereof may be delivered to all whom it  
may concern, or who may legally require the same.

Given at Hull, this second day of November, one thousand nine  
hundred and four.

30 (Signed) GRONDIN & VINCENT,  
Prothonotary of the Superior Court for the  
Province of Quebec, District of Ottawa.

---

"A"

L'an mil huit cent quatre-vingt-dix-neuf le vingt-septième jour  
du mois de septembre après-midi.

40 Est comparu le Sieur THOMAS MOORE de la paroisse de  
Chelsea résidant à Notre Dame du Laus, lequel malade de corps,  
mais sain d'esprit comme il a paru à nous curé et témoins soussignés,  
nous a dicté ses actes de dernières volontés, craignant d'être surpris  
par la mort avant d'avoir mis ordre à ses affaires il suit:

1°. Pour ce qui regarde ma sépulture et ce qui devra être fait  
pour mon âme après mon décès je m'en rapporte à la générosité de  
mon épouse.

*In the  
Superior Court*  
Exhibit P-16.  
Probate and  
Certified Copy  
Last Will and  
Testament,  
Thos. Moore,  
Sept. 27th, 1899.  
(continued)

2°. Je lègue à mon épouse Brigitte Smith en reconnaissance des services qu'elle m'a rendu jusqu'à présent tous mes biens, meubles et immeubles qui se trouveront m'appartenir à l'heure de mon décès, mais avant tout j'ordonne que mes dettes soient légitimement payées. Je déclare nul tous autres testaments que je pourrais avoir faits antérieurement et déclare le présent testament renfermer seul mes dernières volontés.

10 Fait et passé à la ferme des Danis l'an, mois et jour ci-dessus en présence du Rev. Trinquier, curé de Notre Dame du Laus, de Thomas Wills, agent de McClaren & Co. de Henry Bell et de James Doherti. Le testateur n'ayant pu signer a apposer sa marque en présence des témoins.

his  
(Signé) THOMAS X MOORE,  
mark

(Signé) REV. E. TRINQUIER, Ptre, Curé,

20 (Signé) THOMAS X MOORE,  
his  
mark

TEMOINS: (Signé) HENRY BELL,  
(Signé) JAMES S. DOUGHERTY,  
(Signé) THOMAS WILLS.

Endorsed document marked "A" referred to in the annexed Probate as the last Will and Testament of the late Thomas Moore.

30 (Signed) GRONDIN & VINCENT,  
Prothonotary of the Superior Court for the  
Province of Quebec, District of Ottawa.

40 We, the undersigned, Prothonotary of the Superior Court for the Province of Quebec, sitting in the District of Hull, do hereby certify that the foregoing last Will and Testament of the late Thomas Moore, and the depositions of the Witnesses touching the probate of the same, together with the Petitions and Orders, are true copies of the originals filed and remaining of record in the Archives of the said Superior Court, of which Archives, we are the Custodian.

Given at Hull, in the District of Hull, the fourteenth day of September, in the year one thousand nine hundred and thirty-one.

KEARNEY & BEAUPARLANT,  
Prothonotary of the Superior Court for the  
Province of Quebec, District of Hull.

EXHIBIT P-17.

Plan prepared by G. J. Papineau, dated September 19, 1931, showing part Lots 23A, 24, Range XV, and 24C, Range XV, Hull.

(See Special Exhibit, Book No. 1.)

*In the  
Superior Court*

Exhibit P-18.  
Deed of Sale,  
John E. Cox to  
Freeman T. Cross,  
Sept. 28th, 1921.

10

EXHIBIT P-18.

DEED OF SALE, JOHN E. COX TO FREEMAN T. CROSS,  
SEPTEMBER 28th, 1921.

(SEAL)

In the year one thousand nine hundred and twenty-one, the twenty-eighth day of September.

20 BEFORE M<sup>TRE</sup> LOUIS BERTRAND, the undersigned Notary Public, for the Province of Quebec, practising in the City of Hull, in the District of Hull;

APPEARED:

JOHN E. COX, of the City of Ottawa, Province of Ontario:  
WHO, did sell, with warranty that the same is free and clear from all claims and demands whatsoever, to FREEMAN T. CROSS, of the Township of Hull, District of Hull, lumber merchant, here-  
30 unto present and accepting, to wit:—

ALL that lot or parcel of land known and described according to the Official Plan and Book of Reference for the Township of Hull, said District, as being composed of part of lot twenty-four "C" (pt. 24 C) in the sixteenth range of the said Township of Hull, containing by admeasurement three and fifteen hundredths acres (3.15) and which may be more particularly described as follows:—commencing on the Northerly limit of the Public Road crossing the said lot known as the Mulvihill Road, at the intersection of the Easterly limit of the  
40 right of way of the Canadian Pacific Railway; thence north sixty-six degrees twenty-eight minutes East (N.66°28'E.) and following the Northerly limit of the said Mulvihill Road, one hundred and sixty-eight feet (168') more or less, to the southwest angle of the property at present owned by F. T. Cross; thence north twenty-nine degrees three minutes West (N.29°3'W.) and following the Westerly limit of the said property owned by F. T. Cross at a distance of two hundred and seventy feet (270') more or less, to the Northerly limit

*In the  
Superior Court*  
Exhibit P-18.  
Deed of Sale,  
John E. Cox to  
Freeman T. Cross,  
Sept. 28th, 1921.  
(continued)

thereof; thence North seventy-three degrees East (N.73°00'E.) and following the said northerly limit and the Easterly production thereof a total distance of one hundred and sixteen feet (116'); thence North thirteen degrees thirty minutes West (N.13°30'W.) a distance of two hundred and nine and three-tenths (209.3) feet to a post; thence North seventy-eight degrees thirty minutes West (N.78°30'W.) a distance of three hundred and thirty-four and five-tenths (334.5) feet more or less to the easterly limit of the right of way of the Canadian Pacific Railway; thence southeasterly and following the said Easterly limit a distance of six hundred and fifty-eight and five-tenths (658.5) feet more or less to the point of commencement.

The whole as shown in red on a plan certified by S. E. Farley, Q.L.S., and dated Sept. 29th, 1919, hereunto annexed.

The present sale is so made in consideration of the sum of seventeen hundred dollars (\$1700.00) paid cash of which a discharge is hereby given.

20 The purchaser shall not erect on said property houses of a value of less than eight hundred dollars (\$800.00) and all outbuildings for one residence shall be under one roof.

The purchaser shall be obliged moreover for five years from this date, to give a road allowance alongside the Canadian Pacific right of way if the present Gatineau road is changed within said five years.

30 DONE at the said City of Hull, in the office of subscribing Notary under the number twelve thousand nine hundred and twenty-one.

And the said parties signed with us, Notary, these presents being first duly read in their presence.

(Signed): JOHN E. COX.  
( " ): F. T. CROSS.  
( " ): LOUIS BERTRAND, N.P.

40 TRUE COPY of the original remaining in my office.

LOUIS BERTRAND, N.P.

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EXHIBIT P-19.

Plan by Gatineau Power Company, November 22, 1926, showing part of Lots 21B, 21C and 21D, Range XV, Hull.

(See Special Exhibit, Book No. 1.)

The following notice is attached to the said Exhibit P-19:

*In the  
Superior Court*  
Architect's Notice  
Attached  
to Exhibit P-19.

10 ARCHITECT'S NOTICE ATTACHED TO EXHIBIT P-19

I, Sydney E. Farley, Civil Engineer, of the City of Ottawa, in the Province of Ontario, Provincial Land Surveyor, do hereby certify:

1—That I am a sworn surveyor for the Province of Quebec and am not interested in the matter herein referred to.

20 2—That the land described on the attached plan and description with notice of expropriation is required by the Gatineau Power Company for the exploitation of its water powers at Chelsea Falls in the Township of Hull.

3—That I know the said land and premises and the amount of damage likely to arise from the exercise of powers of the said Gatineau Power Company.

4—That the sum of \$12,155.00 offered by the said Gatineau Power Company is in my opinion fair compensation for the said land  
30 and premises and for all damages as aforesaid.

Dated at Hull in the Province of Quebec this twelfth day of February, one thousand nine hundred and twenty-seven.

S. E. FARLEY.

Canada  
Province of Quebec  
District of Hull

40 IN RE:—

THE WATER COURSE ACT, R.S.Q. 1925, Chapter 46,  
and Amendments,

—&—

IN THE MATTER OF LANDS AND PREMISES re-  
quired by the GATINEAU POWER COMPANY, a body

In the  
Superior Court  
Architect's Notice  
Attached  
to Exhibit P-19.  
(continued)

corporate having its head office at the City of Montreal, in the Province of Quebec, for purposes of flooding necessitated by the said Company's power development at Chelsea Falls, in the County of Hull, P.Q.,

—&—

FREEMAN T. CROSS, lumberman, of Farm Point, in the said County of Hull, P.Q.,

10

Proprietor.

To

FREEMAN T. CROSS,  
Farm Point, P.Q.,  
Proprietor, above named.

20

TAKE NOTICE that certain parcels or tracts of land and premises as described on the attached plans and descriptions prepared by S. E. Farley, Provincial Land Surveyor, together with the constructions thereon, the whole as designated on the said attached plans and descriptions as Groups A, B, C and D, are required from you by the above named Gatineau Power Company for flooding purposes connected with the backing up of the water due to the works for the development of the said Company's water powers at Chelsea Falls, and that the said lands and premises will be taken by expropriation under the provisions of the Water Course Act, R.S.Q. 1925, chapter 46, and Amendments.

30

AND FURTHER TAKE NOTICE that the said Gatineau Power Company declares, through the undersigned its Attorneys, that it is ready and willing and hereby offers to pay the sum of Twelve thousand one hundred and fifty-five dollars (\$12,155.00) as the purchase price of the said lands and premises and constructions and as compensation for all damages caused to you with respect thereto by the exercise of its powers under the said Act, the said sum of \$12,155.00 being made up and composed of the following amounts for the lands, premises and constructions in each of the said groups, to wit:—

40

Group A—for the lands and premises designated as Group A on the attached plan and description, being parts of Lots 21B, 21C and 21D in the Fifteenth Range, and all damages, the sum of \$1290.00.

Group B—for the lands, premises and buildings designated as Group B on the attached plan and description, being part of lot 16B in the Thirteenth Range, and all damages, the sum of \$825.00.

*In the  
Superior Court*  
Architect's Notice  
Attached  
to Exhibit P-19.  
(continued)

Group C—for the lands and premises designated as Group C on the attached plan and description, being part of Lot 23B in the Sixteenth Range, and all damages, the sum of \$80.00.

Group D—for the lands, premises and buildings designated as Group D on the attached plan and description as Parcels 2, 3, 4 and 5, and all damages, the sum of \$8900.00.

10 The said Company further declares with regard to the lands and premises designated on the attached plan as Group D, Parcel 1, that the said Company is not by the present proceedings taking that portion of Parcel 1 shown as coloured yellow on the said plan, although duly authorized by Order-in-Council to expropriate the same; and said Company reserves its right under said Order-in-Council to take the said portion coloured yellow of the said Parcel 1 by further expropriation proceedings. The said portion of Parcel 1 coloured in yellow and forming parts of Lots 24 in the Fifteenth Range and 24C in the Sixteenth Range, and upon which the said  
20 Company reserves its right under said Order-in-Council, is described by a separate description annexed hereto prepared by S. E. Farley, Provincial Land Surveyor.

AND for the portion of Parcel 1 shown coloured in red upon the annexed plan and designated as Group D, the said Company hereby offers the sum of \$1060.00.

AND you are further notified that if you do not within ten days of the service of these presents upon you notify either the said  
30 Gatineau Power Company at its office, 79 Sussex Street, in the City of Ottawa, or the undersigned Attorneys at their office, 145 St. James Street, in the City of Montreal, of your acceptance of the present offer, the said Gatineau Power Company will on the 25th day of February, 1927, at 10.30 o'clock in the forenoon apply to the Quebec Public Service Commission at its office, 9 St. James Street, in the City of Montreal, to fix the compensation for the said lands and premises, and in the event of the said Commission being unable to proceed immediately thereon, application will be made to set a future date for the hearing of the parties and the fixing of the said compen-  
40 sation, and you are further notified that in the event of the said Quebec Public Service Commission being unable to proceed immediately at the said date to the fixing of compensation, the said Gatineau Power Company will apply to a Judge of the Superior Court sitting in and for the District of Hull on the 1st day of March, 1927, at 10.30 o'clock of the forenoon, at the Court House in Hull, or as soon thereafter as Counsel may be heard, for a warrant granting immediate possession of the said premises pending the hearing of the

*In the  
Superior Court*  
Architect's Notice  
Attached  
to Exhibit P-19.

case and the final fixing of the indemnity, and that the said Gatineau Power Company will then and there furnish such security as may be required by the Court for the granting of such immediate possession, and you are required to govern yourself accordingly.

DATED at HULL this 12th day of February, 1927.

(S) BROWN, MONTGOMERY & McMICHAEL,  
Attorneys for Gatineau Power Company.

10 A true copy.

BROWN, MONTGOMERY & McMICHAEL,  
Attorneys for Gatineau Power Company.

---

EXHIBIT P-20.

20 Plan by G. J. Papineau, January 8, 1931, showing division of river bed and Lots 21B, pt. 21C and 21D, Range XV, Hull.

(See Special Exhibit, Book No. 1.)

---

EXHIBIT P-21

*In the  
Superior Court*  
Exhibit P-21.  
Certified Copy  
Letters Patent  
Conveying Lot 24,  
Range XV, Hull to  
Robert Sully,  
May 22nd, 1832.

30 CERTIFIED COPY LETTERS PATENT CONVEYING LOT 24,  
RANGE XV, HULL, TO ROBERT SULLY,  
MAY 22, 1832

Signed/AYLMER

William The Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith; To all to whom these presents shall come or whom the same may concern—GREETING:

40 Whereas it has been judged expedient by our Trusty and well Beloved Matthew Lord Aylmer, our Governor in Chief of our Province of Lower Canada, by and with the advice and consent of Our Executive Council of our said Province, that for the price and consideration hereinafter mentioned, We should grant and convey to our loving subject Robert Sully of the Township of Hull, in the District of Montreal in our said Province Yeoman his heirs and assigns for ever, all that certain lot of land and premises hereinafter mentioned, and described, upon the terms and conditions hereinafter

*In the  
Superior Court*

Exhibit P-21.  
Certified Copy  
Letters Patent  
Conveying Lot 24,  
Range XV, Hull to  
Robert Sully,  
May 22nd, 1832.  
(continued)

expressed; NOW KNOW YE, that for and in consideration of the sum of Fifty Pounds current money of our said Province of Lower Canada, by the said Robert Sully into the hands of our Commissioner for the sale and management of Crown Lands in our said Province, to and for our use, well and truly paid, We, of our especial grace, for Us, our heirs and successors, have given, granted, aliened and confirmed, and by these presents do give, grant, alien and confirm unto the said Robert Sully his heirs and assigns, all that certain lot, tract or parcel of land commonly known and distinguished by  
10 the name and description of the lot number twenty-four in the fifteenth range of lots, in the Said Township of Hull the said lot being of the waste lands of the Crown containing about two hundred acres of land and the usual allowance for highways;

To have and to hold the said lot, tract or parcel of land hereinbefore, given, granted, aliened and confirmed, of Us, our heirs and successors, unto and to the use of our said grantee, his heirs and assigns for ever in free and common soccage, by fealty only, in like  
20 manner as lands are now holden in free and common soccage, in that part of Great Britain called England.

PROVIDED ALWAYS, and this our grant is made on the express condition that no part of the said lot, tract or parcel of land and premises be within any reservation heretofore made and marked out for Us, our heirs and successors, by our Surveyor General of our woods, or his lawful Deputy; And if any part thereof, upon a survey being made, be found within any such reservation, that then this our grant, for such part, shall be null, void, and of no effect, any  
30 thing herein contained to the contrary thereof in anywise notwithstanding.

And for a specification of the land by Us reserved, allotted and appropriated for the maintenance and support of a Protestant Clergy within our said Province; KNOW YE FURTHER, that according to the Statute in such case made and provided, We have saved and reserved, and do hereby expressly save and reserve to Us, our heirs and successors, and do allot and appropriate for the maintenance and support of a Protestant Clergy within our said Province, Forty  
40 acres of land, and the usual allowances for highways, consisting of twenty acres of land to be taken off the South half and twenty acres to be taken off the north half of lot number twenty-Eight, in the fourteenth range of lots in the said Township of Hull being, as nearly as circumstances and the nature of the case will admit, of the like quality as the land hereinbefore granted, in respect of which the same are so allotted and appropriated, and as nearly as can be estimated, equal in value to one seventh part of the land herein before granted.

*In the  
Superior Court*

Exhibit P-21.  
Certified Copy  
Letters Patent  
Conveying Lot 24,  
Range XV, Hull to  
Robert Sully,  
May 22nd, 1832.  
(continued)

And Know Ye further that we have saved and reserved, and hereby do expressly save and reserve to us, our heirs and Successors for our future disposition forty acres of land and the usual allowance for Highways consisting of twenty acres of land to be taken off the South half and twenty acres of land to be taken off the North half of lot number one in the fourteenth range of lots in the said Township of Hull and being as nearly as circumstances and the nature of the case will admit of the like quality as the land herein before granted in respect of which the same is reserved and as nearly  
10 as can be estimated equal in value to one seventh part of the land hereby granted.

PROVIDED ALWAYS, and we do hereby expressly reserve to Us, our Heirs and Successors, all Mines of Gold and Silver, which now are or shall be found upon the aforesaid described land and premises hereby granted, or any part thereof, so that the said Mines and each of them shall belong to Us, ours Heirs and Successors, in as full and ample a manner as if the present grant had never been made. And we do hereby expressly reserve to Us, our Heirs and Successors,  
20 full power, right, and authority, to make and use all such roads, ways and passages over the said land and premises hereby granted or any part thereof, and also to take, stop, divert and use, all such rivers, streams, ponds and bodies of water as shall by Us or them be judged necessary or convenient for working or improving the said Mines or any of them. And provided further, if any Mine or Mines of Gold, or Silver shall be found on the said land and premises hereby granted, Our said Grantee, his heirs or assigns possessing such land or any part of the same, shall within the space of six months after the discovery of such Mine or Mines, give notice of the discovery  
30 thereof to our Governor Lieutenant-Governor, or person administering the Government of Our said Province for the time being, and if he, she, or they shall make default therein, the present grant of the said land at the end of the said six months next ensuing after such discovery, shall become void, and the said land hereby granted, shall revert and escheat to Us, our Heirs and Successors, in the same manner as if the present grant had never been made, any thing herein contained to the contrary in any wise notwithstanding. And we do hereby expressly reserve to Us, ours Heirs and Successors, a right  
40 of making any number of public roads or highways, of a breadth not exceeding one hundred feet, through any part of the said land and premises hereby granted, except such parts whereon any dwelling houses, or other houses or buildings shall be erected. And we do hereby also expressly reserve to Us, our Heirs and Successors, full power, right and authority to erect and build any Forts or Fortresses, or to make any other works of military defence on any part of the said land and premises hereby granted, that may by Us, our Heirs or Successors be deemed necessary for the peace and safety

*In the  
Superior Court*

Exhibit P-21.  
Certified Copy  
Letters Patent  
Conveying Lot 24,  
Range XV, Hull to  
Robert Sully,  
May 22nd, 1832.  
(continued)

of our said Province, whenever We or they shall signify it to be our or their pleasure so to do, by an order given by Us or them, in our or their Privy Council in Great Britain, or whenever it shall be judged advisable or expedient so to do, by Our Governor, Lieutenant-Governor, or person administering the Government of our said Province, by and with the advice and consent of Our Executive Council of our said Province. And we do hereby direct and appoint, that within six months from the day of the date of these presents, a copy of this our Grant, shall be registered in our Registrar's Office, in our City of Quebec, in our Province of Lower Canada, and that a Docket thereof shall also be entered in our Auditor's Office, in our said City of Quebec, and that in default thereof, the said land and premises hereby granted shall revert and escheat to Us, our Heirs and Successors, and become the absolute property of Us or them, in the same manner as if the present Grant had never been made, any thing herein contained to the contrary in any wise notwithstanding.

IN TESTIMONY WHEREOF, We have caused these our Letters to be made Patent, and the Great Seal of our said Province of Lower Canada to be hereunto affixed.

WITNESS, Our Right Trusty and well Beloved Matthew Lord Aylmer, Knight Commander of the most Honorable Military Order of the Bath, our Captain General and Governor in Chief in and over our Provinces of Lower Canada and Upper Canada, Vice Admiral of the Same &c &c &c. At our Castle of Saint Lewis, in our City of Quebec, in our said Province of Lower Canada, the twenty-second day of May, In the year of our Lord one thousand eight Hundred and thirty-two, and in the second year of our Reign.

Signed/  
D. DALY, Secy.

(SEAL)

(Marked in margin of Exhibit):

PROVINCE OF LOWER CANADA

FIAT

Enrolled in the Register's Office of Enrollments, at Quebec, on Wednesday, the 23d day of May, 1932.

D. DALY, Regr.

FIAT

*In the  
Superior Court*

Exhibit P-21.  
Certified Copy  
Letters Patent  
Conveying Lot 24,  
Range XV, Hull to  
Robert Sully,  
May 22nd, 1832.  
(continued)

Recorded in the Register's Office of the Records, at Quebec, the  
23d day of May, 1832, In the First Register of Letters Patent of  
Land. Sold Letter A Page 59.

D. DALY, Regr.

10 Entered in the Auditor's Office, the 29th day of Septr., 1832, in  
Docket Book E, Page 355.

(Signed) A. W. COCHRAN,  
Auditor.

EXHIBIT P-22

*In the  
Superior Court*

Exhibit P-22.  
Certified Copy,  
Letters Patent  
Conveying to  
Robert Sully,  
South Half of  
Lot 24,  
Range XVI, Hull,  
Sept. 8th, 1841.

20 CERTIFIED COPY, LETTERS PATENT CONVEYING TO  
ROBERT SULLY, SOUTH HALF OF LOT 24, RANGE  
XVI, HULL, SEPTEMBER 8, 1841

Signed R. D. JACKSON

PROVINCE OF CANADA

30 VICTORIA, by the Grace of God, of the United Kingdom of  
Great Britain and Ireland, Queen, Defender of the Faith.

To all to whom these Presents shall come, or whom the same  
may concern—GREETING:

40 WHEREAS it has been judged expedient that for the price and  
consideration hereinafter mentioned, We should grant and convey  
to Our loving subject ROBERT SULLY, of the Township of Hull,  
in Our District of Montreal, in Our said Province, Yeoman, his  
heirs and assigns for ever, all that certain half lot of land and prem-  
ises hereinafter mentioned and described, upon the terms and con-  
ditions hereinafter expressed: Now KNOW YE, that for and in con-  
sideration of the sum of Twenty-five pounds, current money of Our  
said Province of Canada, by the said ROBERT SULLY, well and  
truly paid, We, of Our especial grace, for Us, Our Heirs and Suc-  
cessors, have given, granted, aliened and confirmed, and by these  
Presents do give, grant, alien and confirm unto the said ROBERT  
SULLY, his heirs and assigns, all that certain half lot, tract, or



*In the  
Superior Court*

Exhibit P-22.  
Certified Copy,  
Letters Patent  
Conveying to  
Robert Sully,  
South Half of  
Lot 24,  
Range XVI, Hull,  
Sept. 8th, 1841.  
(continued)

parcel of land commonly known and distinguished by the name and description of the South half of lot number twenty-four, in the sixteenth range of the said Township of Hull containing about one hundred acres with the usual allowance for highways.

To have and to hold the said half lot, tract or parcel of land hereinbefore given, granted, aliened and confirmed, of Us, Our Heirs and Successors, unto and to the use of Our said Grantee, his heirs and assigns for ever, in free and common soccage, by fealty only, in  
10 like manner as lands are now holden in free and common soccage, in that part of Great Britain called England.

PROVIDED ALWAYS, and this our Grant is made upon the expressed condition, that no part of the said half lot, tract or parcel of land and premises, be within any reservation heretofore made and marked out for Us, Our Heirs and Successors, by Our Surveyor General of Our Woods, or his lawful Deputy, and if any part thereof, upon a survey being made, be found within any such reservation,  
20 that then this Our Grant for such part shall be null and void, and of no effect; any thing herein contained to the contrary thereof in any wise notwithstanding.

PROVIDED ALWAYS, and We do hereby expressly reserve to Us, Our Heirs and Successors, all Mines of Gold and Silver, which now are or shall be found upon the aforesaid described land and premises hereby granted, or any part thereof, so that the said Mines and each of them, shall belong to Us, Our Heirs and Successors, in as full and ample manner as if the present Grant had never been made. And We do hereby expressly reserve to Us, Our Heirs and Successors,  
30 full power, right and authority, to make and use all such roads, ways and passages, over the said land and premises hereby granted or any part thereof, and also to take, stop, divert and use, all such rivers, streams, ponds and bodies of water as shall by Us or them be judged necessary or convenient for working or improving the said Mines or any of them. And provided further, if any Mine or Mines of Gold or Silver shall be found on the said land and premises hereby granted, Our said Grantee, his heirs or assigns, possessing such land or any part of the same, shall within the space of six months after the discovery of such Mine or Mines, give notice of the discovery  
40 thereof to Our Governor, Lieutenant-Governor, or person administering the Government of Our said Province for the time being, and if he, she or they shall make default therein, the present Grant of the said land at the end of the said six months next ensuing after such discovery, shall become void, and the said land hereby granted shall revert and escheat to Us, Our Heirs and Successors, in the same manner as if the present Grant had never been made; any thing herein contained to the contrary in any wise notwithstanding. And

*In the  
Superior Court*  
Exhibit P-22.  
Certified Copy,  
Letters Patent  
Conveying to  
Robert Sully,  
South Half of  
Lot 24,  
Range XVI, Hull,  
Sept. 8th, 1841.  
(continued)

We do hereby expressly reserve to Us, Our Heirs and Successors, a right of making any number of public roads or highways of a breadth not exceeding one hundred feet, through any part of the said land and premises hereby granted, except such parts whereon any dwelling house or other houses or buildings shall be erected. And We do hereby also expressly reserve to Us, Our Heirs and Successors, full power, right and authority to erect and build any Forts or Fortresses, or to make any other works of military defence on any part of the said land and premises hereby granted, that may by Us, Our Heirs  
10 or Successors, be deemed necessary for the peace and safety of Our said Province, whenever We or they shall signify it to be Our or their pleasure so to do, by an order given by Us or them, in Our or their Privy Council, in Great Britain, or whenever it shall be judged advisable or expedient so to do, by Our Governor, Lieutenant-Governor, or Person administering the Government of Our said Province, by and with the advice and consent of Our Executive Council of Our said Province. And we do hereby direct and appoint, that  
20 within six months from the day of the date of these Presents, a copy of this Our Grant shall be registered in Our Registrar's Office in Our Town of Kingston, in Our said Province of Canada, and that in default thereof the said land and premises hereby granted shall revert and escheat to Us, Our Heirs and Successors, and become the absolute property of Us or them, in the same manner as if the present Grant had never been made; any thing herein contained to the contrary in any wise notwithstanding.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent, and the Great Seal of Our said Province  
30 of Canada to be hereunto affixed.

WITNESS, Our Trusty and Well Beloved Sir Richard Downes Jackson, Knight Commander of the most Honourable Military Order of the Bath, Administrator of the Government of Our Province of Canada and Commander of Our Forces in British North America. At Our Government House, in our Town of Kingston, in our said Province of Canada the eighth day of December in the year of Our Lord, one thousand eight hundred and forty-one, in the fifth year of Our Reign.

40

(Signed) R. D. I.

(Signed) D. DALY, Secy.

*In the  
Superior Court*

FIAT

Enrolled in the Office of Enrollments, at Kingston, on Monday,  
the twentieth day of December, 1841.

(Signed) D. DALY,  
Secretary.

Exhibit P-22.  
Certified Copy,  
Letters Patent  
Conveying to  
Robert Sully,  
South Half of  
Lot 24,  
Range XVI, Hull,  
Sept. 8th, 1841.  
(continued)

10

FIAT

Recorded in the Registrar's Office of the Records, at Kingston,  
the twenty-second day of February, 1842, in the Third Register of  
Letters Patent of Land Sold Letter C, Page 383.

R. A. TUCKER,  
Registrar.

*In the  
Superior Court*

EXHIBIT P-23

20

CERTIFIED COPY LETTERS PATENT CONVEYING  
NORTH END OF LOT 23, RANGE XV, HULL,  
TO ROBT. SULLEY, SEPT. 26, 1838

Signed DURHAM

VICTORIA by the Grace of God of the United Kingdom of  
Great Britain and Ireland, Queen Defender of the Faith To all to  
whom these presents shall come or whom the same may concern—  
30 GREETING:

WHEREAS it has been judged expedient by our Governor in  
Chief of our Province of Lower Canada, by and with the advice and  
consent of our Executive Council of our said Province, that for the  
price and consideration hereinafter mentioned, We should grant  
and convey to our loving subject ROBERT SULLEY of the Town-  
ship of Hull in Our District of Montreal in our said Province Yeoman  
his heirs and assigns for ever, all that certain part of a lot of  
land and premises hereinafter mentioned and described, upon the  
40 terms and conditions hereinafter expressed; NOW KNOW YE, that  
for and in consideration of the sum of Twelve pounds ten shillings  
current money of our said Province of Lower Canada, by the said  
ROBERT SULLEY into the hands of our Commissioner for the sale  
and management of Crown Lands in our said Province, to and for  
our use, well and truly paid, We of our especial Grace, for Us, our  
heirs and successors, have given, granted, aliened and confirmed, and  
by these presents do give, grant, alien and confirm unto the said

Exhibit P-23.  
Certified Copy,  
Letters Patent  
Conveying North  
End of Lot 23,  
Range XV, Hull,  
to Robt. Sulley,  
Sept. 26th, 1838.

*In the  
Superior Court*  
Exhibit P-23.  
Certified Copy,  
Letters Patent  
Conveying North  
End of Lot 23,  
Range XV, Hull,  
to Robt. Sulley,  
Sept. 26th, 1838.  
(continued)

ROBERT SULLEY his heirs and assigns, all that certain part of a lot, tract, or parcel of land commonly known and distinguished by the name and description of the north end of lot number twenty-three in the fifteenth range of lot, of the said Township of Hull being part of a Clergy Reserve unappropriated and containing about fifty acres of Land and the usual allowance for highways;

10 TO HAVE AND TO HOLD the said part of a lot, tract or parcel of land hereinbefore given, granted, aliened and confirmed, of Us, our heirs and successors, unto and to the use of our said grantee, his heirs and assigns for ever, in free and common soccage, by fealty only, in like manner as lands are now holden in free and common soccage, in that part of Great Britain called England.

20 PROVIDED ALWAYS, and this our grant is made on the express condition that no part of the said part of a lot, tract or parcel of land and premises be within any reservation heretofore made and marked out for Us, our heirs and successors, by our Surveyor General of our woods, or his lawful Deputy; And if any part thereof, upon a survey being made, be found within any such reservation, that then this our grant, for such part, shall be null, void, and of no effect, any thing contained to the contrary thereof in anywise notwithstanding.

30 And for a specification of the land by Us reserved, allotted and appropriated to the maintenance and support of a Protestant Clergy within our said province; KNOW YE FURTHER, that according to the Statute in such case made and provided, We have saved and reserved, and do hereby expressly save and reserve to Us, our heirs and successors, and do allot and appropriate for the maintenance and support of a Protestant Clergy within our said Province, ten acres of land, and the usual allowance for highways, to be taken off the north half of lot number twenty-seven in the fourteenth range of lots of the said Township of Hull and being, as nearly as circumstances and the nature of the case will admit, of the like quality as the land hereinbefore granted, in respect of which the same are so allotted and appropriated and as nearly as can be estimated, equal in value to one seventh part of the land hereinbefore granted.

40 PROVIDED ALWAYS, and we do hereby expressly reserve to Us, Our Heirs and Successors, all Mines of Gold and Silver, which now are or shall be found upon the aforesaid described land and premises hereby granted, or any part thereof, so that the said Mines and each of them shall belong to Us, Our Heirs and Successors, in as full and ample manner as if the present grant had never been made. And we do hereby expressly reserve to Us, Our Heirs and Successors, full power, right, and authority, to make and use all such

*In the  
Superior Court*  
Exhibit P-23.  
Certified Copy,  
Letters Patent  
Conveying North  
End of Lot 23,  
Range XV, Hull,  
to Robt. Sulley,  
Sept. 26th, 1838.  
(continued)

roads, ways and passages over the said land and premises hereby granted or any part thereof, and also to take, stop, divert, and use, all such rivers, streams, ponds and bodies of water, as shall by Us or them be judged necessary or convenient for working or improving the said Mines or any of them. And provided further, if any Mine or Mines of Gold or Silver shall be found on the said land and premises hereby granted, Our said Grantee, his heirs or assigns possessing such land or any part of the same, shall, within the space of six months after the discovery of such Mine or Mines, give notice  
10 of the discovery thereof to Our Governor, Lieutenant-Governor, or person administering the Government of our said Province for the time being, and if he, she, or they shall make default therein, the present grant of the said land at the end of the said six months next ensuing after such discovery, shall become void, and the said land hereby granted, shall revert and escheat to Us, Our Heirs and Successors, in the same manner as if the present grant had never been made, anything herein contained to the contrary in any wise notwithstanding. And we do hereby expressly reserve to Us, Our Heirs and Successors, a right of making any number of public roads or  
20 highways, of a breadth not exceeding one hundred feet, through any part of the said land and premises hereby granted, except such parts whereon any dwelling house, or other houses or buildings shall be erected. And we do hereby also expressly reserve to Us, Our Heirs and Successors, full power, right and authority to erect and build any Forts or Fortresses, or to make any other works of military defence on any part of the said land and premises hereby granted, that may by Us, Ours Heirs or Successors be deemed necessary for the peace and safety of our said Province, whenever We or they shall signify it to be Our or their pleasure so to do, by an order given by Us or  
30 them, in Our or their Privy Council in Great Britain, or whenever it shall be judged advisable or expedient so to do, by our Governor, Lieutenant-Governor, or person administering the Government of our said Province, by and with the advice and consent of our Executive Council of our said Province. And we do hereby direct and appoint, that within six months from the day of the date of these presents, a copy of this Our Grant shall be registered in our Registrar's Office, in our City of Quebec, in Our Province of Lower Canada, and that a Docket thereof shall also be entered in our Auditor's  
40 Office, in Our said City of Quebec, and that in default thereof, the said land and premises hereby granted shall revert and escheat to Us, Our Heirs and Successors, and become the absolute property of Us or them, in the same manner as if the present Grant had never been made, any thing herein contained to the contrary in any wise notwithstanding.

IN TESTIMONY WHEREOF We have caused these our Let-

*In the  
Superior Court*

Exhibit P-23.  
Certified Copy,  
Letters Patent  
Conveying North  
End of Lot 23,  
Range XV, Hull,  
to Robt. Sulley,  
Sept. 26th, 1838.  
(continued)

ters to be made Patent, and the Great Seal of Our said Province of Lower Canada to be hereunto affixed.

Witness Our Right Trusty and Right Well Beloved John George Earl of Durham Viscount Lambton &c., &c., Knight Grand Cross of the most Honorable Military Order of the Bath one of Our most Honorable privy Council and Governor General Vice Admiral and Captain General of all Our provinces within and adjacent to the Continent of North America &c., &c., &c.

10 At our Castle of Saint Lewis in Our City of Quebec in Our said province of Lower Canada the twenty-sixth day of September In the year of Our Lord one thousand eight hundred and thirty-eight and in the second year of Our Reign.

(SEAL)

(Signed) D. DALY,  
Secy.

(Marked in margin of Exhibit.)

PROVINCE OF LOWER CANADA

20

FIAT

Enrolled in the Register's Office or Enrollments, at Quebec, on Thursday, the twenty-seventh day of September, 1838.

D. DALY, Regr.

FIAT

Recorded in the Register's Office of the Records, at Quebec, the 27th day of September, 1838, in the second Register of Letters Patent of Land. Sold Letter B Page 313.

30

D. DALY, Regr.

Entered in the Auditor's Office, the thirteenth day of October, 1838, in Docket Book R. page 43.

(Signed) J. BOUTHILLIER,  
Auditor.

*In the  
Superior Court*

Exhibit P-24.  
Deed of Sale,  
Thos. Moore to  
Ottawa and  
Gatineau Valley  
Railway,  
April 11th, 1891.

EXHIBIT P-24.

40 DEED OF SALE, THOS. MOORE TO OTTAWA AND GATI-  
NEAU VALLEY RAILWAY, APRIL 11th, 1891.

KNOW ALL MEN BY THESE PRESENTS,

THAT I, Thomas Moore, of the Township of Hull, in the County and district of Ottawa, yeoman,

IN CONSIDERATION of Four hundred and Sixty Dollars paid me by the Ottawa and Gatineau Valley Railway Company,

*In the  
Superior Court*  
Exhibit P-24.  
Deed of Sale,  
Thos. Moore to  
Ottawa and  
Gatineau Valley  
Railway,  
April 11th, 1891.  
(continued)

10 hereby acting by and through their attorney, John P. Mullarkey, of the City of Montreal, land surveyor, thereunto duly and expressly authorized by and in virtue of a resolution to that effect made and passed by the said Company, on the twenty-seventh day of August, 1888, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto the said Ottawa and Gatineau Valley Railway Company, its successors and assigns, all the tracts or parcels of land situate, lying and being in the Township of Hull in the County and district of Ottawa, containing by admeasurement 54 acres and one-half acre more or less and forming parts of Lots Numbers 21C (twenty-one C) and 22C1 (twenty-two C1) and lot number 20D (twenty D) in the fifteenth range of the Township of Hull, as designated on the official plan and in the book of reference of said Township deposited, butted and bounded as follows: First. Commencing at the intersection of the centre line of The Ottawa and Gatineau Valley Railway with the division line between said lot number 21C (twenty-one C) and lot number 21D (twenty-one D) in said fifteenth range, thence Northwesterly along said centre line a distance of thirty-five hundred and sixty-four feet more or less to its intersection with the division line between said lot number 22C1 (twenty-two C1) and lot number twenty-two C2 (22C2) in said fifteenth range with a continuous width of eighty feet, forty feet on each side of said centre line and measured off square thereto.

20  
30 And further bounded as follows: Northwesterly by lot No. 22C2 (twenty-two C2) the property of John and Andrew Ferguson; Southeasterly by lot No. 21D (twenty-one D) the property of Thomas M. Reid; Northeasterly partly by the remaining Northeasterly portions of said lots numbers 21C (twenty-one C) and 22C1 (twenty-two C1), partly by the Gatineau River and partly by the Hull and Wakefield Macadamized and Graveled Road Company's property, Southwesterly by the remaining Southwesterly portion of said lots numbers 21C (twenty-one C) and 22C1 (twenty-two C1) in said fifteenth range of the Township of Hull, save and except such portion of the public road as may be included in the foregoing description.

40 Secondly, on that certain piece or parcel of land situate, lying and being in the Township of Hull aforesaid and known and designated on the official plan and book of reference of said Township as lot No. 20D (twenty D) in said fifteenth range. Bounded Northerly and Northeasterly by lot No. 20C (twenty C), Southeasterly by Gatineau River, Southerly by lot No. 20F (twenty F) in the fourteenth range of said Township, Westerly by lot No. 21C (twenty-one C) in said fifteenth range.

And I declare that I have a good and perfect title to said pieces of land and that they are free and clear from all incumbrances.

*In the  
Superior Court*  
Exhibit P-24.  
Deed of Sale,  
Thos. Moore to  
Ottawa and  
Gatineau Valley  
Railway,  
April 11th, 1891.  
(continued)

To have and to hold the said land and premises unto the said Company, its successors and assigns forever, with warranty.

WITNESS our hands and seals this eleventh day of April, One Thousand Eight Hundred and Ninety-one, at Aylmer.

Eighty-seven words are null.

10 THOMAS MOORE (SEAL)  
J. P. MULLARKEY (SEAL)

Signed, Sealed and delivered  
in presence of

THOMAS SYMMES  
W. R. KENNEY

20 W. R. KENNEY, of the Town of Aylmer, in the District of Ottawa, Advocate, being duly sworn upon the Holy Evangelists, doth depose and say that he is one of the subscribing witnesses to the foregoing Deed of Sale, and that he was present and saw the said John P. Mullarkey and Thomas Moore sign and execute the same in the presence of this deponent and of the other subscribing witness thereto at the time and place therein stated, and further deponent saith not and hath signed.

W. R. KENNEY.

30 Sworn before me at Aylmer this tenth day of August, one thousand eight hundred and ninety-one.

T. P. FORAN  
A Commissioner appointed in the district of Ottawa for taking affidavits to be used in the Superior and Circuit Courts.

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EXHIBIT P-25.

40 Certified copy of plan of right of way of Ottawa and Gatineau Valley Railway, May 30, 1888.

(See Special Exhibit, Book No. 1.)



EXHIBIT P. 26

No. 2

In the  
Superior Court  
Exhibit P. 26.  
Certified Copy of  
Book of Reference  
Accompanying  
Plan Exhibit P. 25

BOOK OF REFERENCE ACCOMPANYING PLAN OF THE  
OTTAWA AND GATINEAU VALLEY RAILWAY, FROM THE  
10th MILE TO THE 20th MILE, SHEWING THE LANDS  
TAKEN FOR THE SERVICE OF SAID RAILWAY THROUGH  
THE TOWNSHIPS OF HULL AND WAKEFIELD, IN THE  
10 COUNTY OF OTTAWA, WITH THE NAMES OF OWNERS.

	Name of owners	No. of plot on map	No. of cadastral	No. of range	Distance along centre line in feet	Width to right angle to centre line in feet	Area in Acres
20	HULL						
	Norman Reid . . . . .	36	14a	11	65	80	0.117
	John Hogan . . . . .	37	14d	12	1478	80	2.75
	John Cooper . . . . .	38	14c	12	437	70	0.70
	PUBLIC ROAD						
30	John Cooper . . . . .	39	14c	12	300-800	15-80	1.68
	Augustin Lacharité..	40	14b	12	832	80	1.53
	do do . . . . .	41	15a-14b	12	1341	80	2.27
	Thomas Smith . . . . .	42	15a	12	494	80	0.91
	Thomas Maxwell . . . . .	43	15d-16b	13	3530	80	6.44
	John Maxwell . . . . .	44	17b	13	1935	80	3.21
	William Burnett . . . . .	45	18b-19a	13	4480	80	8.23
	Samuel Nesbitt . . . . .	46	19c-20a-20b	13-14	2877	80	5.28
	Gilmour & Co . . . . .	47	20b	14	276	80	0.51
	John Gordon . . . . .	48	20b	14	609	80	1.12
	John Gordon . . . . .	49	21a	14	294	80	0.54
40	John Bates . . . . .	50	21a	14	798	80	1.49
	Wm. Rankin . . . . .	51	21a	14	....	80 x 20	1600
	James Reid . . . . .	52	21a	14	626	..	sq. ft. 0.50
	Thomas Moore . . . . .	53	21c	15	307	80	0.56
	James Reid . . . . .	54	21c	15	307	80	0.56
	Thomas Reid . . . . .	55	21c	15	96	80	0.18

In the  
Superior Court

Exhibit P. 26.  
Certified Copy of  
Book of Reference  
Accompanying  
Plan Exhibit P. 25  
(continued)

	Name of owners	No. of plot on map	No. of cadaastre	No. of range	Distance along centre line in feet	Width to right angle to centre line in feet	Area in acres
PUBLIC ROAD—Continued							
10	Thomas Moore . . . . .	56	21c-22c-1	15	2579	80	4.76
	H. & W. Gravel Road Company . . . . .	..	..	..	..	550 x 60	0.75
	Thomas Moore . . . . .	57	21c-22c-1	15	259	80	0.45
	Michel Villeneuve . . . . .	58	22c-1	15	206	80	0.38
	Thomas Moore . . . . .	59	22c-1	15	919	80	1.69
	John Ferguson . . . . .	60	22c-2	15	2267	80	4.16
	William Paterson . . . . .	61	23	15	722	80	1.33
	James Reid . . . . .	62	23a	16	68	..	0.133
	William Paterson . . . . .	63	24c	16	1187	80	2.05
20	do do . . . . .	64	24c	..	2001	80	3.68
	David Nesbitt . . . . .	65	25c	..	387	80	0.71
	Widow Wm. Carmon . . . . .	66	25a	16	388	80	0.71
	do do . . . . .	67	25a	16	85	60	} 3.91
					295	40	
					150	60	
					1820	80	
	H. & W. Gravel . . . . .	68	..	..	..	500 x 60	0.680
TOWNSHIP OF WAKEFIELD							
	Wm. Maxwell . . . . .	69	4f	1	1082	80	1.99
	John Hall . . . . .	70	4e	1	1122	80	2.06
	James Moffatt . . . . .	71	4c	1	1688	80	3.10
	Erasmus Trowse . . . . .	71	4a	1	1649	80	8.03
	Widow E. Earle . . . . .	73	4b	2	1038	80	1.91
	Erasmus Trowse . . . . .	74	3e	2	1598	80	2.93
	John Taggart . . . . .	75	2	2	1441	80	2.65
	Edward Earle . . . . .	76	1b-44	2	260	80	0.374
40	Widow S. Cates . . . . .	77	1b-43	2	133	18	0.06
	H. & W. Gravel . . . . .	78	1b-45	2	788	8	} 0.52
					200	16	
					1615	8	
					1352	20	
	James Maclaren . . . . .	79	1b-21	2	1352	20	0.62
	Robert Hasty . . . . .	80	1b-16	2	125	40	0.114
	James MacLaren . . . . .	81	1b-14	2	550	30	} 0.401
					100	10	

In the  
Superior Court  
Exhibit P-26.  
Certified Copy of  
Book of Reference  
Accompanying  
Plan Exhibit P-25.  
(continued)

Name of owners	No. of plot on map	No. of cadastre	No. of range	Distance along centre line in feet	Width to right angle to center line in feet	Area in Acres
PECHE RIVER						
10 James MacLaren . . .	82	1b-5	2	520	70	0.84
James MacLaren . . .	83	1b-7	2	140	80	0.26
Wm. Stevenson . . . . .	84	1b-7	2	. . . .	100 x 40	0.094
James MacLaren . . .	85	1b-5	3	1200	80	2.20

J. P. Mullarkey, P.S.S.

Montreal, April 18, 1888

H. J. Beemer, President,  
Ottawa & Gatineau Valley Ry.

20

Examiné et certifié être en conformité des dispositions de l'Acte Refondu des Chemins de Fer de Québec de 1880, le terrain marqué sur ce livre de renvoi pour le droit de passage aussi bien que pour stations, etc., ne devant en aucun cas excéder les 33 verges ou 99' autorisés pour la largeur de la voie sur tout son parcours par le dit acte des Chemins de Fer.

30 Réserve est faite de tous les droits de la Couronne sur les terres non concédées qui sont traversées par le chemin de fer marqué sur ce livre de renvoi tant sur les 99' de largeur de voie, autorisée par le Statut, que sur tout terrain excédant cette largeur, et ce, conformément au paragraphe 3 de la clause 7a du susdit acte des Chemins de Fer.

Un double de ce livre de renvoi a été déposé le trentième jour de mai mil huit cent quatre-vingt huit, dans le Département des Travaux Publics à Québec.

(Signé) S. Lesage,  
Ass't Commissaire des Travaux Publics.

40 COPIE

15 Janvier 1931.  
Certifié et trouvé conforme à l'original.

O. Desjardins,  
Juge en chef adjoint et asst. Directeur  
des Chemins de Fer Dept. des Travaux  
Publics et du Travail.

EXHIBIT P-27

Plan by S. E. Farley, Q.L.S., with description annexed of Lots 23a, 24 and 24c.

(See Special Exhibit, Book No. 1.)

The following description is annexed to the said plan.

DESCRIPTION ANNEXED TO P-27

10

DESCRIPTION OF THE PROPERTY OF FREEMAN T. CROSS

All those certain parcels or tracts of land and premises situate, lying and being in the Township of Hull, in the County of Hull and Province of Quebec, being composed of parts of Lots 23a and 24 in the 15th Range and part of Lot 24c in the 16th Range of the said Township of Hull and being more particularly described as follows:

PARCEL 1.

20

Commencing at a point on Lot 23a being the intersection of the southwesterly limit of the Right of Way of the Ottawa Northern and Western Railway with the division line between the properties of Stephen Cross and Freeman T. Cross; thence North fifty-five degrees and thirty-one minutes West (N.55-31'W.) astronomic and following said division line eight hundred and ninety-six (896') feet; thence North seventy-nine degrees and twenty-eight minutes West (N.79-28'W.) astronomic four hundred and forty-five (445') feet; thence North eighty-nine degrees and twenty-eight minutes West (N.89-28'W.) astronomic one hundred and fifty-two and five-tenths (152.5') feet; thence South fifty-three degrees and twenty-nine minutes West (S.53-29'W.) astronomic one hundred and thirty-five (135') feet; thence North six degrees and forty-two minutes West (N.6-42'W.) astronomic four hundred and ninety-eight (498') feet; thence northerly two hundred and eighty (280') feet, more or less, to the northwesterly angle of the property conveyed in deed of sale from the Royal Bank of Canada to Michael Joseph Hendrick registered in the Registry Office for the County of Hull November 18th, 1925, in B. 47 as No. 48504; thence southerly and following the westerly limit of the property described in the said deed seventy-eight and five-tenths (78.5') feet; thence southeasterly and following the southerly limit of the property described in the said deed one hundred and eighteen (118') feet; thence southeasterly and following the westerly limit of the property described in the said deed forty-four (44') feet; thence southeasterly and following the southerly limit of the land described in the said deed eighty-nine (89') feet, more or less, to the southwesterly limit of the right of way of the

30

40

*In the  
Superior Court*

Description  
Annexed  
to P-27.

*In the  
Superior Court*  
Description  
Annexed  
to P-27.  
(continued)

Ottawa Northern and Western Railway; thence southeasterly and following the said southwesterly limit one thousand one hundred and twenty-five (1,125') feet, more or less, to the point of commencement. Containing by admeasurement 17.65 acres more or less.

PARCEL 2.

10 Commencing at the intersection of the southeasterly limit of the right of way of the Ottawa Northern and Western Railway with the division line between lots 23a and 24 in the 16th Range of the said Township; thence northwesterly and following the said southeasterly limit of the said right of way one thousand two hundred and thirty (1,230') feet more or less to the Public Road crossing said lot; thence easterly and following said southerly limit of said Public Road four hundred and ninety-five (495') feet more or less to the westerly limit of the Gatineau Highway; thence southeasterly and following the said westerly limit of the Gatineau Highway nine hundred and twenty-five (925') feet more or less to the division line  
20 between lots 23a and 24; thence southerly and following said division line one hundred and twenty (120') feet more or less to the point of commencement. Containing by admeasurement 5.3 acres more or less.

PARCEL 3.

30 Commencing on the northerly limit of the Public Road crossing said lot 24c distant four hundred and fifty (450') feet measured westerly and along said northerly limit from the northwesterly limit of the Gatineau Highway; thence easterly and following said northerly limit four hundred and fifty (450') feet to the westerly limit of the Gatineau Highway; thence northerly and following said westerly limit two hundred and ten (210') feet; thence southwesterly five hundred and twenty-five (525') feet more or less to the point of commencement. Containing by admeasurement 1.08 acres more or less.

PARCEL 4.

40 Commencing at a point on the easterly limit of the right of way of the Ottawa Northern and Western Railway distant four hundred and forty (440') feet measured northerly and along the said easterly limit of said right of way from the northerly limit of the Public Road crossing said lot 24c; thence North thirty-seven degrees and forty-five minutes East (N.47-45'E.) astronomic three hundred and twenty-five (325') feet; thence North thirty-six degrees West (N. 36-00'W.) astronomic sixty (60') feet; thence North fifty-one degrees and thirty minutes East (N.51-30'E.) astronomic three hun-

*In the  
Superior Court*  
Description  
Annexed  
to P-27.  
(continued)

10 dred and five (305') feet more or less to the westerly limit of the Gatineau Highway; thence northerly and along said westerly limit nine hundred and five (905') feet more or less to the southerly limit of the Public Road leading to the Farm Point Station; thence westerly and following said southerly limit of said Public Road seventy-two (72') feet more or less to the easterly limit of the right of way of the Ottawa Northern and Western Railway; thence southerly and following said easterly limit two hundred and twenty-nine (229') feet more or less to where said right of way jogs westerly; thence westerly and following said jog fifty (50') feet more or less to the said easterly limit of the said right of way; thence southerly and following said right of way nine hundred and ten (910') feet more or less to the point of commencement. Containing by admeasurement 7.80 acres more or less.

PARCEL 5.

20 All that part of said lot 24c in the 16th Range bounded as follows: towards the east by the Gatineau River; towards the south by Lot 23a, and towards the west by the Gatineau Highway. Containing by admeasurement 1.6 acres more or less.

S. E. FARLEY, Q.L.S.

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EXHIBIT P-28.

Profile of Gatineau River prepared by Quebec Streams Commission, dated December, 1923.

(See Special Exhibit Book No. 1.)

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EXHIBIT P-29.

Photograph of Farm Point, September 21, 1926.

(See Special Exhibit Book No. IV.)

*In the  
Superior Court*

Exhibit P-30.  
Certified Copy  
of Order, Quebec  
Public Service  
Commission,  
Sept. 3rd, 1927.

EXHIBIT P-30.

CERTIFIED COPY OF ORDER, QUEBEC PUBLIC SERVICE  
COMMISSION, SEPTEMBER 3, 1927.

(SEAL)

QUEBEC PUBLIC SERVICE COMMISSION

No. 1279

GATINEAU POWER COMPANY

Applicant

10

vs.

F. T. CROSS, ET AL.

Respondents

---

ORDER

On the 22nd day of July, 1927, an Urgent Order was issued  
authorizing the Applicant to supply electricity to the people at  
20 Kirk's Ferry until further order. At a hearing held at the City of  
Hull, on the 30th of August, 1927, this matter came up for discussion  
and it was agreed by the parties, on the understanding that no even-  
tual rights of the Respondent, Mr. F. T. Cross, should be prejudiced  
thereby, that the Order be amended to cover all customers of the said  
Mr. F. T. Cross, who has been deprived of light by reason of the  
flooding resulting from the operations of the Applicant.

WHEREFORE the said Order of the 22nd of July is amended  
by extending its application to all customers for electric light of the  
30 said F. T. Cross.

Quebec, September 3rd, 1927.

A. W. G. MACALISTER,  
Vice-President, Q.P.S.C.

True copy.

MR. JOS. AHERN,  
Secretary, Q.P.S.C.

40

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EXHIBIT P-31

PHOTOGRAPH SHOWING CHURCH, WOOD PILE AND  
RAILWAY, FARM POINT

(See Special Exhibit Book No. IV.)

EXHIBIT P-32

PHOTOGRAPH SHOWING CROSS' LUMBER PILE  
AT FARM POINT

(See Special Exhibit Book No. IV.)

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10

EXHIBIT P-33

PHOTOGRAPH SHOWING ANOTHER VIEW OF CROSS'  
LUMBER PILE AT FARM POINT

(See Special Exhibit Book No. IV.)

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20

EXHIBIT P-34

PHOTOGRAPH SHOWING PART OF FLOODED LAND  
AT FARM POINT

(See Special Exhibit Book No. IV.)

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EXHIBIT P-35

30 CERTIFIED COPY OF PLAN BY FARLEY, MARCH 23, 1926,  
SHOWING LANDS AFFECTED BY CHELSEA  
DEVELOPMENT

(This is the same plan as Exhibit D-10, for which see Special  
Exhibit Book No. II.)

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40

EXHIBIT P-36

CERTIFIED COPY OF PLAN BY FRASER-BRACE ENGI-  
NEERING CO. FOR CANADIAN INTERNATIONAL  
PAPER CO., MARCH 1, 1926, SHOWING GEN-  
ERAL FEATURES OF CHELSEA  
DEVELOPMENT

(See Special Exhibit Book No. I.)



EXHIBIT P-37

*In the  
Superior Court*

Exhibit P-37.  
Certified Copy of  
Deed of Sale,  
Gatineau Co. Ltd.  
to Jas. MacLaren  
Co.,  
June 4th, 1930.

CERTIFIED COPY OF DEED OF SALE, GATINEAU CO. LTD.  
TO JAS. MACLAREN CO., JUNE 4, 1930

Before Mtre. George Carlyle Marler, the undersigned Public Notary for the Province of Quebec, practising at the City of Montreal,

10      Appeared:—

20      The Gatineau Company Limited a corporation having its principal place of business at the City of Montreal, herein acting and represented by John Burton White of the City of Montreal, its Vice President and hereunto duly authorized in virtue of a Resolution of its Board of Directors passed at a Meeting thereof duly called and held on the Thirtieth day of May, Nineteen hundred and thirty, a copy whereof certified true is hereunto annexed after having been signed for identification by its said Officer in the presence of the undersigned Notary.

The said The Gatineau Company Limited being hereinafter called "The Vendor".

Which said Vendor hath by these presents sold with warranty as to its own acts and deeds only and without restitution of money or other consideration by it:

30      Unto:—The James MacLaren Company Limited a corporation having its head office at the Town of Buckingham, in the Province of Quebec, herein acting and represented by Albert MacLaren, its President, and hereunto duly authorized in virtue of a Resolution of its Board of Directors, passed at a Meeting thereof duly called and held on the Twenty-eighth day of May, Nineteen hundred and thirty, a copy whereof certified true is hereunto annexed after having been signed for identification by its said Officer in the presence of the undersigned Notary.

40      The said James MacLaren Company Limited being hereinafter called "The Purchaser" hereto present and accepting the following immoveable property, namely,

Description 1o Those certain pieces of land forming part of lot Number Twelve in the Second Range of the Township of Buckingham, in the County of Labelle, now County of Papineau, known on the Official Plan and Book of Reference of the subdivision of said lot number twelve in the said second range as follows:—

*In the  
Superior Court*  
Exhibit P-37.  
Certified Copy of  
Deed of Sale,  
Gatineau Co. Ltd.  
to Jas. MacLaren  
Co.,  
June 4th, 1930.  
(continued)

Firstly:—Twelve-five which contains seven acres in superficies and is bounded to the east by the Slide Reserve, shown on a plan made by R. Rauscher, P.L.S., of which a copy is attached to a Deed of Sale from the late Sir Charles James Stuart to David and Alexander MacLaren executed before W. de M. Marler, Notary, on the 14th February, 1893, towards the west by the river du Lièvre, to the north by lot twelve-four and on the south by lots twelve-six, twelve-nine, twelve-ten, twelve-eleven and twelve-twelve of said Lot Number Twelve.

10

With all the rights, title, intent and possession to that portion of the River Bed of the River du Lièvre opposite the said Lot Twelve-five and in a westerly direction until the portion of the said river bed is reached in which the late Sir Charles James Stuart ceded his rights to David and Alexander MacLaren in and by the deed executed before W. de M. Marler, Notary, on the 14th February, 1893, and bounded on the north by the prolongation in a direct line of the north side line of lot twelve-five and south by the prolongation in a direct line of the Westerly part of the south side line of said lot twelve-five and including the islands or parts of islands within the said portion of the river bed.

20

Secondly:—Four emplacements each containing three roods and twelve perches in superficies known on the said subdivision Plan as twelve-nine, twelve-ten, twelve-eleven and twelve-twelve, and together forming a piece of land, bounded north by the said lot Twelve-five above described, east by the said Slide Reserve, west by Twelve-six, and south by a Roadway of fifty feet in width between the property now described and the Canadian Pacific Railway, shown on said Rauscher's Plan.

30

Thirdly:—Twelve-fifteen which contains three roods and thirty-nine perches in superficies and is bounded north by the right of way of the Canadian Pacific Railway, south and west by Roadway of fifty feet in width shown on the said Rauscher's Plan and east by twelve-fourteen.

Fourthly:—All lot twelve-sixteen, twelve-eighteen and twelve-nineteen less those parts sold by W. C. Edwards to the Municipality of Masson under deed dated 31st December, 1906, registered in the Registry Office at Papineauville under No. 13095.

40

Fifthly:—Twelve-twenty which contains one acre and nineteen perches in superficies and is bounded north by a roadway of fifty feet shown on said Rauscher's plan, south by Bassin Street, west by twelve-nineteen and east by twelve-twenty-one.

*In the  
Superior Court*  
Exhibit P-37.  
Certified Copy of  
Deed of Sale,  
Gatineau Co. Ltd.  
to Jas. MacLaren  
Co.,  
June 4th, 1930.  
(continued)

Sixthly:—All its right, title and interest in Twelve-eight which is bounded on the north by lot twelve-seven, on the east by lot twelve-seven and the Public Highway, on the south by the Range line between Ranges 1 and 2 and the Lièvre River and on the west by the Lièvre River together with all the rights, title, interest and possession whatever the same may be, in and to that portion of the River bed of the River du Lièvre opposite the said Lot twelve-eight and opposite twelve-seven and bounded south by the range line between the first and second ranges, west by the west side line of said  
10 lot No. Twelve in the second Range; east by twelve-seven and twelve-eight, and north by the direct prolongation of the south side line of twelve-six, deduction to be made therefrom of the portion of the River Bed within the above boundaries conveyed by the late Sir Charles James Stuart to William Lough, by deed before S. J. Glackmeyer, Notary, on the 29th of October, 1875, But nothing herein contained shall be construed as permitting or entitling the Purchaser to exercise any rights in the said portions of the River Bed which they could not exercise as proprietors of said lots twelve-five and  
20 twelve-eight or as diminishing the indemnities which they would be bound to pay as will to the Vendor as to other riparian owners under the provisions of Arts. 5535 and Seq. of the Revised Statutes of the Province of Quebec.

The vendor declares that a strip of land fifty feet, English Measure, in width of said lots twelve-five and twelve-twelve from the north side line of twelve-five to the Roadway which forms the southern boundary of twelve-twelve is subject to a right of passage in favour of the proprietor of twelve-four as well on foot as with vehicles and animals at all times and the right to the proprietor of  
30 said twelve-four to construct a tramway along that portion of said strip next to Slide Reserve and to take for that purpose a width of not more than twelve feet from said Slide Reserve and to operate said Tramway by electricity or other motive power. The said passage is to be maintained at the joint expense of those using the same.

All the above measurements are in English Measure and are more or less.

40 Seventhly:—That certain lot of land forming part of Lot Number Twelve (12) in the second Range of the Township of Buckingham in the County of Labelle, now County of Papineau and Province of Quebec, more particularly known as Twelve-six (12-6) in the said Second Range of the said Township according to the Official Plan and Book of Reference of the said Township and also known on a plan made by R. Rauscher Land Surveyor, dated the Twenty-fifth day of July, 1877, as lot (or water privilege) thirteen (XIII)

*In the  
Superior Court*

Exhibit P-37.  
Certified Copy of  
Deed of Sale,  
Gatineau Co. Ltd.  
to Jas. MacLaren  
Co.,  
June 4th, 1930.  
(continued)

containing three acres and thirty-five hundredths of an acre, more or less, and bounded as follows: In front by the River du Lièvre along which it measures eight and twenty-one hundredths chains, in the rear and on one side by the property of Sir Charles James Stuart, on the south by the Right of Way of the Canadian Pacific Railway Company containing five and sixteen hundredths chains in the rear, three and twenty-eight hundredths chains on the north side, and seven and ninety hundredths chains on the south side line, all of which measurements being English Measure, and more or less.

10

With all the right, title, interest and possession of the Vendor in all the water privileges and riparian and proprietary rights appertaining thereto, and the buildings, mills, dams, flumes, machinery and improvements thereon erected (if any) and all appurtenances therewith connected.

Possession. The Purchaser will take possession of the said property forthwith.

20

Vendor's Declaration. The Vendor declared and covenanted with the Purchaser that it has not in any way encumbered the said property since its acquisition thereof.

Conditions. The present sale is thus made subject to the following conditions to the fulfilment of which the Purchaser obliges itself, namely:—

10 To pay the cost of this Deed and of its registration and of  
30 a copy for the Vendor.

20 To pay all assessments and rates general and special hereafter imposed upon the said property including the proportion from this date of all such assessments and rates for the municipal year now current.

40 Price. The present sale is thus made for and in consideration of the sum of One Dollar and other good and valuable considerations which the Vendor acknowledges to have received at the execution hereof, whereof quit. The Parties have furthermore agreed that in case the descriptions of any of the properties hereinabove described are discovered to be insufficient or not such as the Law requires, then and in all such cases the Parties hereto agreed that at the request of other party hereto they will jointly give such other and further descriptions and notices in that respect as counsel of either party hereto can reasonably require for the purpose of correcting such errors of description of any and the Parties further agree and respectively

*In the  
Superior Court*

Exhibit P-37.  
Certified Copy of  
Deed of Sale,  
Gatineau Co. Ltd.  
to Jas. MacLaren  
Co.,  
June 4th, 1930.  
(continued)

bind themselves to execute such further deed if any as may reasonably be required to carry out and give effect to the terms hereof.

Whereof acte:—Thus Done and Passed at the City of Montreal, this fourth day of June, Nineteen hundred and thirty and of record on the office of the undersigned Notary under the Number Five Thousand Seven hundred and Seventy-one.

10 And after due reading hereof, the Parties signed in the Presence of the said Notary.

(Signed) J. B. WHITE.  
( " ) ALBERT MACLAREN.  
( " ) G. C. MARLER, N.P.

A true copy of the original hereof remaining of record in my office.

(Signed) G. C. MARLER, N.P.

20 Registry Office of the County of Papineau.

I, the undersigned, certify that the above document is a true copy of the entry made in Register B, Vol. 45 folio 142 and registered on the eleventh day of the month of June, A.D. Nineteen hundred and thirty.

Papineauville, this 29th October, 1930.

(One marginal note good.)

30

P. DE VARENNES,  
Registrar.

*In the  
Superior Court*

Act of  
Exhibit P-38.  
Deposit by  
Freeman T. Cross,  
May 10th, 1926.

EXHIBIT P-38

(SEAL)

ACT OF DEPOSIT BY FREEMAN T. CROSS, MAY 10, 1926

40 On this tenth day of May of the year nineteen hundred and twenty-six.

Before me, F. Albert Labelle, the undersigned Notary Public for the province of Quebec, residing and practising in the city of Hull, district of Hull.

Came and appeared: Mr. Freeman T. Cross, of the Township of Hull, lumberman.

In the  
Superior Court  
Act of  
Exhibit P-38.  
Deposit by  
Freeman T. Cross,  
May 10th, 1926.  
(continued)

Who has deposited with me, the undersigned notary public, to be annexed to the minute of these presents, the following document or writing written in a little book.

April the 26th, 1926.

I agree to allow Mr. F. T. Cross control of the Gatineau water from Cascades to Wakefield, as he agrees to keep the head one and a half feet below the high-water mark which we agree to sell, any

10	damaged property below the high water mark, at	\$20.00
	George W. Richardson, Wakefield, Que.	20.00
	Jno. Shouldice	20.00
	Garnet Craig	20.00
	Arthur Stevenson	
	John Stevenson	20.00
	Levi C. Reid.	
	David Caves.	
	Eli Scharf.	
	John Dean.	
20	Fred. Maxwell.	
	Fred Parrow, his mark	
	X.	
	Wilbur Trousse.	

And the said appearer Freeman T. Cross, does hereby accept the said agreement to all effects and purposes whatsoever.

And the said Freeman T. Cross does hereby declare that the properties owned by the above named parties and which may be

30 affected by the above agreement are the following:

10. The property of John Shouldice is described as lot number four " E " in the first range of the Township of Wakefield.
20. The property owned by Garnet Craig is described as lots numbers four " C " and four " D " in the first range of the township of Wakefield.
30. The property owned by Arthur Stevenson is described as
- 40 lots five " C ", " D " and " E " in the first range of the township of Wakefield.
40. The property of David Caves is described as lot twenty-two " C " two, in the fifteenth range of the township of Hull (22-C-2).
50. The property of George Richardson is described as parts of lots three " D ", three " E " and four " B " in the second range

*In the  
Superior Court*

Exhibit P-38.  
Act of  
Deposit by  
Freeman T. Cross,  
May 10th, 1926.  
(continued)

of the township of Wakefield, and part of four "A" in the first Range of same Township.

60. The property of Eli Scharf is described as lot four "B" in the first range and four "A" in the second range of the Township of Wakefield.

70. The property of John Dean is described as lots twenty-four "C" and twenty-five "A" in the sixteenth range of the township of Hull.

80. The property of Wilbur Trousse is described as lot four "A" in the first range of the township of Wakefield.

90. The property of John Stevenson is described as lot number twenty-four "A" in the sixteenth range of the Township of Hull.

20 The said appearer has deposited the above mentioned agreement under private signature, with the undersigned notary, in order that he may deliver copy of the same duly authenticated to all effects and purposes for which they may be required.

Done and passed in the city of Hull, in my office, under number forty-four thousand five hundred and eighteen of my repertory.

And after due reading the appearer has signed with me, notary.

(Signed): " F. T. CROSS ",  
( " " ): " F. ALBERT LABELLE, N.P. "

30 TRUE COPY of the original remaining of record in my office.

F. ALBERT LABELLE.

---

REGISTRY OFFICE OF THE COUNTY OF HULL, P.Q.,  
CANADA

40 I certify that this document was duly registered at length in this office at eleven o'clock and thirty minutes forenoon on the twentieth day of the month of May, nineteen hundred and twenty-six in Liber. B, Volume 49, and under number 49865.

LS. de G. RABY, Registrar.

EXHIBIT P-39

In the  
Superior Court  
Exhibit P-39.  
Promise of Sale by  
David Caves to  
Freeman T. Cross,  
Nov. 20th, 1916.

(SEAL)

PROMISE OF SALE BY DAVID CAVES TO FREEMAN T.  
CROSS, NOVEMBER 20, 1916

In the year one thousand nine hundred and sixteen, the  
twentieth day of November;—

10 BEFORE Me LOUIS BERTRAND, the undersigned Notary  
Public for the Province of Quebec, practising in the City of Hull,  
in the District of Ottawa:—

APPEARED:—

DAVID CAVES, farmer, of the Township of Hull, said Dis-  
trict:—

20 Who did promise to sell with warranty that the same is free  
and clear from all claims and demands whatsoever, to FREEMAN  
T. CROSS, of the said Township of Hull, said District, lumber-  
merchant, hereunto present and accepting, to wit:—

All the land that said F. T. Cross may flood with the dam he  
is going to erect across the Gatineau River which lands may be  
part or the whole of lots twenty-one "A", twenty-two "A" and  
twenty-two "B", all in the fifteenth range of said Township of  
Hull and the South part of lot twenty-two "B" in the sixteenth  
range of said Township of Hull:—

30 The said Cross is to pay as the price of sale of said land which  
may be so covered the sum of fifty dollars for each acre so covered  
by the water accumulated by the dam to be erected:—

The said sum is to be paid as soon as the amount of acres shall  
be determined for the amount of acres of land covered by the water  
raised by the dam:—

DONE at the said City of Hull, in the office of subscribing  
Notary under the number eight thousand and ninety-one:—

40 And the said parties have signed with us, Notary, these pre-  
sents being first duly read in their presence.

(Signed): F. T. CROSS,  
( " ): DAVID CAVES,  
( " ): LOUIS BERTRAND, N.P.

TRUE COPY of the minute remaining in my office.

LOUIS BERTRAND, N.P.



EXHIBIT P-40

(SEAL)

DEED OF SALE OF L. C. REID TO FREEMAN T. CROSS,  
MAY 18th, 1926

*In the  
Superior Court*  
Exhibit P-40.  
Deed of Sale  
L. C. Reid to  
Freeman T. Cross,  
May 8th, 1926.

10 ON THIS eighth day of May, of the year nineteen hundred  
and twenty-six.

Before me, F. ALBERT LABELLE, the undersigned Notary  
Public for the Province of Quebec, residing and practising in the  
City and District of Hull.

CAME AND APPEARED:—Levi C. Reid, of the Township of  
Hull, farmer,

20 WHO DOES HEREBY sell, assign, transfer, convey and make  
over, unto Freeman T. Cross, of the Township of Hull, lumberman,  
present and accepting purchaser for himself and his assigns the  
rights and claims which the vendor has and may have in:—

30 The riparian rights and all the rights, titles, claims and privi-  
leges to raise the water of the Gatineau River, to the limit or extent  
of three hundred and eighteen feet elevation, over and above the  
level of the sea in front of the property of the vendor known and  
designated as lots numbers twenty-two and twenty-three in the  
sixteenth range of the Township of Hull.

The said vendor declares that he is the owner of all that prop-  
erty designated as lots numbers twenty-two and twenty-three in the  
sixteenth range of the Township of Hull.

40 And in consequence of the present Sale the said Levi C. Reid  
hereby renounces for himself and his assigns in favour of the said  
Freeman T. Cross and his assigns, to all damages which may be  
suffered in future on account of the raise of the water in the Gati-  
neau River, by the said F. T. Cross or assigns, over and above its  
present and actual level provided, however, that the said raise will  
not exceed three hundred and eighteen feet over and above the  
level of the sea.

The present Sale also includes the claims of the vendor in all  
the land covered and which may be covered by the raise of the said  
water to the above mentioned limit, on the said Gatineau River.

*In the  
Superior Court*  
Exhibit P-40.  
Deed of Sale  
L. C. Reid to  
Freeman T. Cross,  
May 8th, 1926.  
(continued)

THE PRESENT SALE is made for the price or sum of twenty dollars paid, whereof full discharge.

10 The present Sale also includes all recourse by the said vendor and his assigns for all damages which may be suffered by the said Levi C. Reid and his assigns and representatives, against the said Freeman T. Cross and his assigns and representatives, on account of the object of the present sale, and affecting the river front of the said above described property.

DONE AND PASSED in my office, under number forty-four thousand five hundred and ten of my repertory.

And after due reading the parties have signed with me, Notary.

(Signed): " L. C. REID ",  
( " ): " F. T. CROSS ",  
( " ): " F. ALBERT LABELLE, N.P. "

20 TRUE COPY of the original remaining of record in my office.

(Seven words barred null.)

F. ALBERT LABELLE, N.P.

30 REGISTRY OFFICE OF THE COUNTY OF HULL, P.Q.,  
CANADA

I certify that this document was duly registered at length in this office at eleven o'clock and thirty minutes forenoon on the seventh day of the month of June, nineteen hundred and twenty-six in Liber B, Volume 49, and under number 49995.

OMER MASSE, Dep.-Registrar.

40

*In the  
Superior Court*

Exhibit P-41.  
Agreement  
Between  
Beauharnois Light,  
Heat & Power  
Company and  
Montreal Cotton  
Company, Ltd.,  
Aug. 14th, 1929.

EXHIBIT P-41.

AGREEMENT BETWEEN BEAUHARNOIS LIGHT, HEAT &  
POWER COMPANY AND MONTREAL COTTON COM-  
PANY, LTD., AUGUST 14, 1929.

THIS AGREEMENT made in duplicate this fourteenth day of  
August, 1929.

10 BETWEEN:

BEAUHARNOIS LIGHT, HEAT & POWER  
COMPANY, a body corporate of Montreal (herein-  
after called "the Power Company"),

AND:

THE MONTREAL COTTON COMPANY, a body  
corporate, of Montreal (hereinafter called "the  
Cotton Company").

20 WITNESSETH THAT:

WHEREAS the Cotton Company represents that under and in  
virtue of certain Indentures of Lease from the Crown, represented  
by the Minister of Railways and Canals of Canada, and of certain  
renewals thereof, which are recorded, as to date, number and lessee  
in the records of the Department of Railways and Canals as follows:

30 Lease of 8th January, 1895 (No. 11925) issued to the Cot-  
ton Company and renewed by Renewal Lease of 10th August,  
1915 (No. 21516) to the Cotton Company;

Lease of 29th September, 1900 (No. 13978) issued to The  
Beaubien Produce & Milling Company Limited, transferred by  
Assignment of 30th April, 1901 (No. 14222) to the Cotton Com-  
pany, and renewed by Supplemental Agreement of 23rd Feb-  
ruary, 1923, between the Crown and the Cotton Company; and

40 Lease of 30th October, 1901 (No. 14332) issued to the  
Cotton Company;

the Cotton Company has the use and enjoyment of certain quanti-  
ties of surplus water drawn from Lake St. Francis or the St. Law-  
rence River for the purpose of generating power for its mills as  
therein set forth; and

WHEREAS the Power Company is authorized and proposes to  
construct hydro-electric power works commanding the full head be-

*In the  
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Exhibit P-41.  
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Beauharnois Light,  
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Aug. 14th, 1929.  
(continued)

tween Lake St. Francis and Lake St. Louis and capable of using the said quantities of surplus water more productively than the Cotton Company's power works can use it; and

10           WHEREAS the Power Company, subject to the approval of its final plans by competent authority and upon completion of its proposed power works, is prepared to supply electrical power to the Cotton Company upon the terms and conditions hereinafter set out, provided the Power Company is authorized as hereinafter provided, to take and use the said quantities of surplus water in its proposed power works;

NOW THEREFORE it is agreed as follows:—

20           1. The Power Company agrees that, provided it obtains from competent authorities the approvals of its final plans necessary to the completion of its proposed power development, and provided it is authorized by competent authority, as contemplated in Article 5 hereof, to take and use in its proposed power works until the 23rd June, 2003, or longer, the quantities of water which the Cotton Company may be in any way entitled to take and use it will from the day when the power plant becomes capable of delivering power to the Cotton Company, for a period commencing on that day and ending the said 23rd day of June, 2003, supply and deliver, free of charge and expense, to the Cotton Company at a convenient point on the Cotton Company's premises in the City of Valleyfield, eight thousand (8,000) horse power of electrical power.

30           2. The power so delivered shall be for the sole use of the Cotton Company for the purpose of its Textile Mills at the City of Valleyfield, or for any other purpose in connection with its business or that of any of its subsidiaries, and shall not be sold or disposed of by it or by any of its subsidiaries without giving the Power Company sixty days' notice and the refusal to purchase at the same price as that at which the Cotton Company proposes to sell. It shall be delivered by the Power Company in the form of three phase sixty cycle current and at a pressure of approximately 550 volts. The said power shall be available for the Cotton Company continuously twenty-four  
40 hours per day, three hundred and sixty-five days in the year. The Cotton Company agrees not to waste or permit any wastage of the power supplied, but to use it only at such times and in such quantities as may be actually required.

3. (a) The maintenance by the Power Company of approximately the agreed voltage at approximately the agreed frequency at the point of delivery, together with the ability of the Power Com-

*In the  
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Heat & Power  
Company and  
Montreal Cotton  
Company, Ltd.,  
Aug. 14th, 1929.  
(continued)

pany to meet the requirement of the Cotton Company under this Agreement shall constitute the delivery of power involved in this Agreement.

10 (b) In case the Power Company shall at any time or times be prevented from delivering, or the Cotton Company from receiving, the said power or any part thereof, by strikes, lock-outs, riots, fire, invasion, explosion, Act of God, the King's enemies, Acts of Governmental authorities, accidental break-downs, or any other similar cause or causes reasonably beyond the control of them, or either of them then to the extent and for the duration of such prevention, the Power Company shall not be bound to deliver power; provided that the Power Company shall use all reasonable diligence in removing the cause of such prevention, and provided further that the Cotton Company shall be entitled to receive by preference the amount of power specified in Article 1 hereof from any power which is available in priority to any other customer of the Power Company, save and except municipalities for street lighting and pumping purposes.

20 (c) The Power Company shall have the right, at reasonable times and when possible after due notice has been given to the Cotton Company, to discontinue or reduce the supply of power to the Cotton Company to the extent necessary for the purpose of safeguarding life or property, or for the purpose of making repairs, renewals or replacements to the generating, transforming or transmitting equipment of the Power Company, but all interruptions, total or partial, shall be of minimum duration, and so far as possible, arranged for at times least objectionable to the Cotton Company.

30 4. The Power Company agrees to supply and deliver to the Cotton Company the power hereinbefore specified without charge and the Power Company further agrees to pay to the Cotton Company the sum of Two Million Dollars (\$2,000,000.00) which sum will become due and payable as soon as the assignments, transfers or subleases, with the necessary consents and approvals from competent authority, referred to in Article 5 hereof, shall have been delivered to the Power Company and the approvals of the final plans necessary to the completion of its proposed power development shall have been  
40 obtained from competent authorities; provided that, in the event of the said cash not being paid to the Cotton Company prior to the 31st day of July, 1930, this agreement shall, at the option of the Cotton Company, upon thirty days' notice, become null, void and of no effect.

5. (a) The Cotton Company agrees that, as from the 1st day of March, 1933, or such other day, if earlier, when the Power Com-

*In the  
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Exhibit P-41.  
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(continued)

pany's power plant becomes capable of delivering power to the Cotton Company, the Cotton Company will assign, transfer or sub-lease to the Power Company, in such manner as will assure to the Cotton Company the supply of power to which it may be entitled under this Agreement, all its right, title and interest in and to the use and enjoyment of the quantities of surplus water drawn from Lake St. Francis or the St. Lawrence River, which it possesses or may possess under or in virtue of the above recited leases, or of any other leases or grants which it has or may have or of any renewals thereof, or otherwise until the 23rd day of June, 2003; the intention of the parties hereto being that the use and enjoyment of the said quantities of surplus water shall be exercised by the Power Company in its proposed power works for the generation of power for distribution and sale or in any other manner; subject always to the obtaining of such consents or approvals from competent authority as may be necessary to render such assignments, transfers or sub-leases effective and to authorize the Power Company to exercise such use and enjoyment of the said quantities of surplus water in its proposed works.

(b) The Cotton Company further agrees that it will co-operate to the best of its ability with the Power Company in obtaining all such consents, approvals and authorizations from competent authority and that it will, subject to the provisions of Article 5 (a) hereof, execute on its part any assignments, transfers, sub-leases, consents or licenses in respect of the said leases or grants, or of the hydraulic lots described therein, or of the use and enjoyment of the said quantities of surplus water, or otherwise which may be necessary or appropriate for the purpose of securing for the Power Company the authority to exercise the use and enjoyment of the said quantities of surplus water in its proposed power works, as aforesaid, excepting and reserving therefrom the right of occupancy of any and all such portions of the said hydraulic lots as are now occupied by the Textile Mills of the Cotton Company and/or are required by the Cotton Company for the purposes of the operation of the said Textile Mills.

(c) If the said Leases, or any of them or any part of them, remain in the name of the Cotton Company, the Cotton Company further agrees that it will from time to time duly pay all such rentals, perform all such other obligations and do all such other things as on its part it may thereby be bound to pay, perform or do in order to keep the said leases in existence or to obtain the renewals and extensions authorized therein.

6. (a) The Power Company agrees that it will pay or reimburse and indemnify the Cotton Company in respect of the payment of all

*In the  
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Exhibit P-41.  
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Beauharnois Light,  
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Company, Ltd.,  
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(continued)

rentals which may become due and payable for the use and enjoyment of the said quantities of surplus water from and after the date upon which the Power Company commences to use the said water.

10 (b) The Power Company further agrees that, as from the time when it commences to exercise the use and enjoyment of the said quantities of surplus water in the proposed power works as aforesaid, it will fully perform and indemnify the Cotton Company in respect of the performance of all the other obligations under the said leases referred to in paragraph (c) of Article 5 insofar as they do not pertain to the lands occupied by the Cotton Company for the purposes of the operation of its Textile Mills.

(c) The Power Company further agrees that it will indemnify and hold harmless the Cotton Company from any and all claims for damages or otherwise made by third parties by reason of the use of the said water by the Power Company.

20 7. The Power Company agrees that, at any time within five years after the first delivery of power to the Cotton Company as herein provided for, it will enter into a contract with the Cotton Company for the sale and delivery to the latter, for a period terminating not later than the 23rd day of June, 2003, of an additional amount of power not exceeding 4,000 horse power of electric power of the same kind, and delivered at the same point and under the same conditions as are set forth in Articles 2 and 3 hereof (excepting the condition regarding priority over other customers contained in paragraph (b) of Article 3) at a price of \$15 per annum per horse power  
30 of peak demand, provided that this additional power is required and is used only by the Cotton Company for the purposes of the operation of its Textile Mills, or for any other purpose in connection with its business or that of any of its subsidiaries.

40 8. The price to be paid by the Cotton Company for power under Article 7 hereof shall subject to the provisions of this Agreement include all compensation to the Power Company for all taxes, rentals, licenses, fees and charges that may be levied, assessed or imposed by Dominion, Provincial or Municipal or any other authority for or during the term of this Agreement or any part thereof. If, however, while this Agreement shall continue in force, (a) any Dominion or Provincial taxes or charges not now in existence should be created or any now existing be increased or (b) the rentals or royalties which are payable should be increased, in such manner as to increase the cost to the Power Company, by reason of these items, of the electrical power and energy kept available for and delivered to the Cotton Company under Article 7 hereof, then in each and any

*In the  
Superior Court*

Exhibit P-41.  
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Between  
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Aug. 14th, 1929.  
(continued)

10 such case, an increase shall be made in the price payable by the Cotton Company to the Power Company thereunder, which shall after crediting any reduction in any such items exactly compensate the Power Company for the increase, thereby occasioned, in the cost to the Power Company of the electrical power and energy kept available for and delivered to the Cotton Company thereunder; provided that Workmen's Compensation and any rates or charges in respect thereof shall not be deemed a tax for the purpose of this Article and the liabilities and obligations of the Cotton Company shall not be in any way increased thereby but the same shall be borne by the Power Company. The recently authorized educational tax of the Province of Quebec not yet promulgated is not considered as now in existence.

20 9. Should the Power Company refuse or fail to supply to the Cotton Company the quantities of power hereby undertaken to be supplied, or fail to perform any of the obligations hereby undertaken to be performed by it, and should such default continue for a period of six months after written notice shall have been served upon the Power Company by the Cotton Company, then in such case the Cotton Company, without prejudice to any other remedy, shall be entitled to terminate the present Agreement and any sub-leases, consents or licenses issued pursuant to the same, and to forthwith resume possession of the same and enjoyment of all the rights thereunder, the full performance by the Power Company at all times of its obligations hereunder being of the essence of the Agreement.

30 10. Provided the Power Company secures a renewal or extension of the emphyteutic lease of certain rights of the Province of Quebec in the hydraulic powers of the St. Lawrence River which was issued to it on the 23rd June, 1928, and which terminates on the 23rd June, 2003, and provided the consents, approvals and authorizations provided for in Article 5 hereof also extend or are renewed or extended by competent authority for any period beyond the 23rd June, 2003, either party shall have the option to renew the present Agreement during such period. A similar option shall obtain in respect of all further renewals or extensions of the said emphyteutic lease or of the said consents, approvals or authorizations—the intention of the parties being to provide for the continuous renewal of this Agreement for whatever period or periods may be rendered possible by the  
40 competent authorities.

11. This Agreement shall be binding upon and shall operate to the benefit of the successors and assigns of either party.

IN TESTIMONY WHEREOF the parties hereto have exe-



*In the  
Superior Court*

Exhibit P-41.  
Agreement  
Between  
Beauharnois Light,  
Heat & Power  
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Montreal Cotton  
Company, Ltd.,  
Aug. 14th, 1929.  
(continued)

cuted this Agreement at the City of Montreal as of the day, month and year first hereinabove written.

BEAUHARNOIS LIGHT, HEAT & POWER COMPANY

(signed) L. C. CHRISTIE,  
Vice-President.

“ HUGH B. GRIFFITH,  
Secretary.

10

THE MONTREAL COTTON COMPANY,

(signed) C. B. GORDON,  
President.

“ JOHN LOWE,  
Secretary.

20 Signed, sealed and delivered by Beauharnois Light, Heat & Power Company in the presence of

(sgd) M. E. M. CAMPBELL.

Signed, sealed and delivered by the Montreal Cotton Company in the presence of

30

M. E. M. CAMPBELL.

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EXHIBIT P-42

DEED OF SALE, CANADA CEMENT CO. TO GATINEAU  
POWER CO., OCTOBER 10, 1928

*In the  
Superior Court*

Exhibit P-42.  
Deed of Sale,  
Canada Cement  
Co. to Gatineau  
Power Co.,  
Oct. 10th, 1928.

40 BEFORE MTR. GEORGE CARLYLE MARLER, the undersigned Public Notary for the Province of Quebec, practising at the City of Montreal.

APPEARED:—

CANADA CEMENT COMPANY LIMITED, a Corporation duly incorporated in Nineteen hundred and Nine by Letters Patent

*In the  
Superior Court*

Exhibit P-42.  
Deed of Sale,  
Canada Cement  
Co. to Gatineau  
Power Co.,  
Oct. 10th, 1928.  
(continued)

of the Dominion of Canada herein acting and represented by JOHN G. PORTEOUS its President and HENRY W. JACKSON its Secretary, hereunto duly authorized in virtue of a Resolution passed at a Meeting of the Board of Directors of the said Corporation duly called and held on the Twentieth day of December, Nineteen hundred and twenty-seven a copy whereof certified true is hereunto annexed after having been signed for identification by the said Officers in the presence of the undersigned Notary.

- 10 The said Canada Cement Company Limited, being hereinafter called "The Vendor"

Which hath by these presents sold and conveyed with legal warranty, Unto:

- 20 GATINEAU POWER COMPANY a Corporation having its head office at the City of Montreal in the Province of Quebec herein acting and represented by JOHN R. BINKS, Secretary, hereunto duly authorized in virtue of a Resolution passed at a Meeting of the Board of Directors of the said Corporation duly called and held on the Twenty-second day of July Nineteen hundred and twenty-six a copy of which Resolution certified true is hereunto annexed after having been signed for identification by the said Officer in the presence of the undersigned Notary;

The said Gatineau Power Company being hereinafter called "The Purchaser" hereto present and accepting the following immoveable property in the County of Hull, namely:

- 30 1. All that certain property described as follows: to wit in a procès-verbal and on a plan thereof prepared by Arthur Hamilton, Provincial Land Surveyor, dated the third day of September Eighteen hundred and sixty-seven as follows: enclosed within the bounds of a line commencing at a post agreed upon to separate the properties of John Ralston, (the present described property) from that of David Moore, (now owned by his son Thomas Moore or his representatives) which post is or was North fifty-one degrees East, two chains seventy-five links from the point where the line between the Fourteenth and fifteenth concession intersects the West bank of the  
40 Gatineau River, thence on the following bearings North thirty-one degrees West seventy-five links; thence north fifty-two and one half degrees East Ninety-seven links; thence thirty and one quarter West three chains forty-four links; thence south sixty degrees West one chain fifty-one links to the Gatineau Road; thence along the Gatineau Road North forty-eight degrees West four chains fifty-three links thence North forty-nine and one-quarter degrees East three chains seventy-one links to the Gatineau River; on which last men-

*In the  
Superior Court*

Exhibit P-42.  
Deed of Sale,  
Canada Cement  
Co. to Gatineau  
Power Co.,  
Oct. 10th, 1928.  
(continued)

tioned course a tie line from three chains nineteen links was run by said Arthur Hamilton to station four on his said plan less however that portion of the said land within said bounds which extends from said tie line to the said Gatineau Road, and which was sold by the late Thomas Reid to Robert Reid by Deed passed before N. Tétreau, N.P., in or about the year Eighteen hundred and ninety-eight; the said piece of land hereby sold being designated on said plan of said Arthur Hamilton as part of Lot number Twenty in the Fifteenth range of the Township of Hull but now known as part of Lot number Twenty "C" (20C) in said fifteenth range of said Township of Hull according to the Official plan and Book of Reference of said Township and is bounded toward the North and East by the Gatineau River towards the South by the property of said Thomas Moore and towards the West by the properties of said Thomas Moore and said Robert Reid; and the said property is sold with all the riparian, riveraine rights the water power, the islands or islets in the Gatineau River opposite said property, and with all the rights and privileges in the bed and waters of the said Gatineau River to which the said parties were or are or could be or become entitled to by any title whatever, and which power was heretofore in part used for running certain mills.

2. All that certain property known and described as part of Lot Number Twenty B (20B) in the fifteenth range of the Township of Hull in the County of Hull (as above stated formerly County of Wright) in the Province of Quebec, fronting on the Easterly side of The Gatineau River, having a frontage of three thousand one hundred and fifty (3150) feet and a depth of three hundred and thirty (330) feet, more or less measured in an Easterly direction from high water mark on the East side of the Gatineau River, and which may be more particularly described and bounded as follows: beginning at a point on the concession line between the fourteenth and fifteenth ranges of the said Township of Hull distant two hundred and fifty (250) feet, in a westerly direction from a point where an iron boundary and square wooden post have been planted on the South-east corner of said lot Twenty "B" aforesaid; thence continuing along the said Concession line on a bearing of North Eighty-four degrees thirty minutes West Magnetically a distance of three hundred and thirty feet to the East side of the Gatineau River where an iron boundary has been planted; thence on a course of North Four degrees West Magnetically a distance of Three hundred and seventy feet, where an iron boundary has been planted; thence on a course of North Eighty-five degrees forty-five minutes West Magnetically a distance of Three hundred and five feet where an iron boundary has been planted; thence on a course of North thirty degrees West Magnetically, a distance of Three hundred and sixty feet more or less, to a point where an iron boundary has been planted; thence on a

*In the  
Superior Court*  
Exhibit P-42.  
Deed of Sale,  
Canada Cement  
Co. to Gatineau  
Power Co.,  
Oct. 10th, 1928.  
(continued)

course of North Twenty-three degrees forty-five minutes West Magnetically, three hundred and twenty-six feet more or less to a point where an iron boundary has been planted; thence on a course of North seven degrees fifteen minutes West Magnetically a distance of One hundred and ninety feet to a point where a iron boundary has been planted; thence on a course of North no degrees Thirty minutes West Magnetically a distance of Eight hundred and forty-five feet more or less, to a point where an iron boundary has been planted; thence on a course of North Thirty-four degrees West Magnetically a distance of Seven hundred nad eighteen feet more or less to the side line dividing Lots Twenty and Twenty-one in the said Fifteenth Range of the Township of Hull. Starting again on the front of the Fifteenth Concession at the place of beginning, thence North no degrees Thirty minutes East Magnetically Six hundred and forty-five feet more or less; thence on a bearing of North Eighty-three degrees thirty minutes West magnetically a distance of Three hundred and thirty feet more or less; thence on a bearing of North Twenty-six degrees West magnetically a distance of Four hundred and ninety feet more or less; thence on a bearing of North Eight degrees thirty minutes West magnetically a distance of One hundred and fifty-five feet more or less; thence on a bearing of North one degree fifteen minutes West magnetically Nine hundred and forty-seven feet more or less; thence on a bearing of North thirty-five degrees West magnetically a distance Eleven hundred feet, more or less to the side line dividing Lots Twenty-one in the Fifteenth range of the Township of Hull aforesaid, thence in a Southerly direction following the line dividing Lots Twenty and Twenty-one a distance of Four hundred and forty feet more or less to the East bank of the Gatineau River. Containing in superficies twenty-six and one-half acres, more or less; subject to the public road crossing the property. The above measurements are English Measure. As the said properties now subsist with all their rights, members and appurtenances without exception or reserve of any kind on the part of the Vendor.

#### TITLE

The Vendor acquired the said property under the terms of a  
40 Deed of Sale from International Portland Cement Company Limited  
executed before J. A. Cameron, Notary and registered in the  
Registry Office for the County of Hull under the Number 15605.

#### POSSESSION

The Purchaser is already in possession of the said property.

## VENDOR'S DECLARATION

*In the  
Superior Court*

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The vendor declared and covenanted with the Purchaser as follows:—

- 10 1o. That the said property is held under the tenure of free and common soccage.
- 2o. That the said properties are free and clear of all assessments and rates general and special to the date hereof and of all encumbrances.

## CONDITIONS

This Sale is thus made subject to the following conditions to the fulfilment of which the purchaser obliges itself namely.

- 20 1o. To pay the cost of this Deed and of its Registration.
- 2o. To pay all assessments and rates hereafter imposed on the said property including the proportion from this date of any such assessments imposed for the municipal year now current.

## PRICE

- 30 The present Sale is made in conformity with the terms of an Agreement entered into between the Parties under private signature on the tenth day of July Nineteen hundred and twenty-six and for the consideration of the sum one Dollar and other good and valuable considerations which the Vendor acknowledges to have received whereof quit.

- 40 It is the intention of the Vendor to convey and of the Purchaser to acquire all the immoveable property now owned by the Vendor on or near the Gatineau River above the side of the dam now being constructed at Chelsea in the Township of Hull and it is agreed that if any right, title or interest in other property or properties above the same site be found subsequently vested in the vendor it will convey to the Purchaser on demand but at the latter's expense any such right, title or interest in the same and the Vendor agrees to do, execute, deliver or cause to be done, executed and delivered all such further acts, deeds, conveyances and transfers and assurances in law as the Purchaser may reasonably require for the better conveying to the Purchaser all the property intended under the said Agreement to be conveyed.

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10 And Hereto Intervened: Canada Cement Company Limited a Corporation duly incorporated by Letters Patent of the Dominion of Canada dated nineteen hundred and twenty-seven having its head office at the City of Montreal herein acting and represented by Arthur C. Tagge its President and Henry L. Doble, its Secretary and hereunto duly authorized by By-Law No. XI of the general By-Laws of the said Canada Cement Company Limited (1927) a copy whereof certified true is hereunto annexed after having been signed for identification by the said Officers in the presence of the under-  
signed Notary.

20 Which having taken communication of the present Deed and being cognizant of all terms and conditions of the said agreement declared itself therewith to be content and satisfied with these presents and agreed that inasmuch as it has acquired all the rights of the Vendor in the said Agreement in particular and all the assets of the Vendor generally other than those specifically hereby conveyed, it will do, execute and deliver or cause to be done, executed and delivered all such further acts, deeds, conveyances, transfers and assurances in law as the Purchaser may reasonably require for the better conveying to it of all the property intended or intended under the said Agreement to be conveyed.

The intervening Party moreover obliges itself towards the Purchaser to fulfil all the obligations of the Vendor under the said Agreement, or imposed upon the Vendor hereunder.

WHEREOF ACTE:

30 THUS DONE AND PASSED at the City of Montreal, this tenth day of October, Nineteen hundred and twenty-eight and of record in my office of the undersigned Notary under the number Five thousand one hundred and seventy-eight.

AND AFTER DUE READING HEREOF the Parties signed in the presence of the said Notary.

40 (Signed) GATINEAU POWER COMPANY,  
( " ) per J. R. BINKS,  
( " ) CANADA CEMENT COMPANY, LIMITED,  
( " ) JOHN G. PORTEOUS, President  
( " ) H. W. JACKSON, Secretary.  
( " ) CANADA CEMENT COMPANY, LIMITED,  
( " ) A. C. TAGGE, President,  
( " ) H. L. DOBLE, Secretary.  
( " ) G. C. MARLER, N.P.

*In the  
Superior Court*

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(continued)

A TRUE COPY of the original hereof remaining of record in my office.

(Signed) G. C. MARLER, N.P.

CANADA CEMENT COMPANY LIMITED.

10 Extract, from the Minutes of a Meeting of the Directors of Canada Cement Company, Limited (incorporated 1909) held at the City of Montreal on the 20th day of December, 1927.

It was duly moved, seconded and unanimously resolved that:—

20 WHEREAS by Agreement dated the 10th day of July, 1926, this Company agreed to convey to Gatineau Power Company certain parts of lots No. 20 (b) and No. 20 (C) of the 15th Range in the Township of Hull in the County of Wright, and agreed to execute any such further deeds or conveyances as might be reasonably required for better confirming the title of Gatineau Power Company to the said properties; and Whereas Gatineau Power Company has requested that a Notarial Deed of Sale of the said properties be executed:

Now, Therefore, be and it is hereby resolved:—

30 That the draft Deed of Sale submitted to this meeting to be executed before G. C. Marler, N.P., conveying to Gatineau Power Company parts of lots No. 20 (B) and No. 20 (C) of the 15th Range of the Township of Hull in the County of Wright, be and the same is hereby approved for execution, and that the President or Vice-President and the Secretary or Assistant-Secretary or any other Director be and they are hereby authorized and directed to sign and execute for and on behalf of this Company a Deed of Sale in substantially the same form as the draft now submitted to this meeting, with such variations, alterations or omissions as the Officers so signing may approve, the fact approval to be conclusively evidenced by their signature to the said Deed.

Certified True Extract: Montreal, 20th December, 1927.

40

(Signed): H. W. JACKSON,  
Secretary.

(Seal of Canada Cement  
Company Limited)

This is the resolution of the Board of Directors of Canada Cement Company Limited referred to in a Deed of Sale by it to

In the  
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Gatineau Power Company executed before G. C. Marler Notary on the Tenth day of October Nineteen hundred and twenty-eight and thereunto annexed after having been signed for identification by the Officers representing the said Canada Cement Company Limited in the presence of the undersigned Notary: For identification:

(Signed) JOHN G. PORTEOUS,  
( " ) H. W. JACKSON,  
( " ) G. C. MARLER, N.P.

10

A TRUE COPY.

(Signed) G. C. MARLER, N.P.

EXTRACT FROM BY-LAW No. XI of the general By-Laws of the Canada Cement Company Limited (1927).

20 The President or a Vice-President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer shall sign all certificates of stock and all deeds, documents, contracts and other instruments requiring execution by the Company unless otherwise ordered by the Board of Directors by resolution provided, however, that the signature of the President may be engraved, lithographed or otherwise mechanically reproduced on any certificates for stock issued by the Company and such engraved, lithographed or otherwise mechanically reproduced signature of the President shall be deemed for all purposes to be his signature and shall be binding upon the Company.

30

I certify that the foregoing is a true extract taken from the General By-Laws of the Canada Cement Company Limited.

Montreal, January, 16th, 1928.

(Signed): H. L. DOBLE,  
Assistant-Secretary.

40 (Seal of Canada Cement  
Company Limited)

This is By-Law No. XI of the general By-Laws of the Canada Cement Company Limited (1927) referred to in a Deed of Sale by Canada Cement Company Ltd. (1909) to Gatineau Power Company executed before G. C. Marler, Notary, on the Tenth day of October, nineteen hundred and twenty-eight and thereunto annexed after having been signed for identification by the Officers representing the



*In the  
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(continued)

said Canada Cement Company Limited (1927) in the presence of the undersigned Notary. For Identification.

(Signed:) A. C. TAGGE,  
( " ): H. L. DOBLE,  
( " ): G. C. MARLER, N.P.

A TRUE COPY.

(Signed): G. C. MARLER, N.P.

10 I, Louis de G. Raby, Registrar of the County of Hull, Province of Quebec, Canada, certify the foregoing to be a true copy of an Instrument duly registered in the registers of this office at nine o'clock in the forenoon on the seventeenth day of the month of November in the year one thousand nine hundred and twenty-eight, in Lib. B, Vol. 56, under number 57323.

Witness my hand at the Registry Office of the County aforesaid in the city of Hull said County and Province on the eleventh day of the month of February nineteen hundred and thirty.

20

LS. DE G. RABY,  
Registrar.

*In the  
Superior Court*

Exhibit P-43.  
Agreement  
Between  
Canada Cement  
Co. and Gatineau  
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July 10th, 1926.

EXHIBIT P-43

AGREEMENT BETWEEN CANADA CEMENT CO. AND  
GATINEAU POWER CO., JULY 10, 1926

30

MEMORANDUM OF AGREEMENT entered into at the City of Montreal, this tenth day of July, Nineteen Hundred and Twenty-Six.

BETWEEN:

CANADA CEMENT COMPANY LIMITED, hereinafter called the Cement Company,

40

AND

The GATINEAU POWER COMPANY, hereinafter called the Power Company.

WHEREAS the Cement Company is owner of certain properties on the Gatineau River above the site of the dam now being

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constructed by the Canadian International Paper Company at Chelsea, in the Township of Hull, in the County of Hull, in the Province of Quebec, which dam is to be acquired by the Power Company.

AND WHEREAS the Power Company wishes to acquire the said properties for use in connection with the hydro-electric power development that it proposes to carry out at Chelsea and Farmer's Rapids on the said river;

10

NOW THEREFORE THIS AGREEMENT WITNESSETH:

That the parties hereto mutually covenant, promise and agree as follows:—

20 (1) The Cement Company will transfer to the Power Company all its right, title and interest in the said properties. The description as given in Appendix "A" is intended by the Cement Company to include all the properties now owned by the Cement Company on or near the Gatineau River above the site of the said dam at Chelsea, but if it shall be subsequently found that the Cement Company now has any right, title or interest in other properties above the said site, then such other properties shall be included in the said transfer. Such transfer is to be made as soon as practicable after the Power Company has signified its intention not to exercise the right of cancellation provided for in paragraph thirty-six (36). At any and all times after execution and delivery of such instrument of transfer the Cement Company will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances and transfers and assurance in law as the Power Company shall reasonably require for the better assuring, conveying, assigning and confirming unto the Power Company all and singular the hereditaments, premises and property hereby agreed to be transferred or intended so to be.

30

40 (2) In consideration of the transfer of the said property and rights, and the other things hereinafter covenanted by the Cement Company to be done by it, the Power Company agrees to deliver to the Cement Company in perpetuity three thousand (3,000) electrical horsepower (2,238 Kilowatts) on the terms and condition as hereinafter provided, and to do such other things as are hereinafter covenanted to be done by it.

(3) Appendix "A" which is attached hereto is made a part of this contract.

(4) The point of delivery for power purchased under this Agreement shall be at the generating plant of the Power Company

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at Chelsea or Farmers as the Power Company may elect, at the point where connection is made with the Cement Company's transmission line.

10 (5) The Power Company shall permit the Cement Company to build a suitable power transmission line or lines from said point of delivery across any property it may own or have rights on for the purpose of transmitting power to be supplied under this Agreement, and shall give free access over such property at all reasonable times for the purpose of inspecting, repairing, maintaining or replacing said transmission line or lines. The Cement Company shall pay to the Power Company One Dollar (\$1.00) per year for such permission and right of access.

20 (6) The location of said transmission line or lines on the property of the Power Company shall be subject to the approval of the Power Company, which approval shall not be unreasonably withheld; but if, after the line or lines have been built, the Power Company requires that the location of the same be changed, the Cement Company shall make the changes requested but the Power Company shall bear the cost of making said changes and the changes shall be made in such a way as to interfere as little as possible with the supply of power to the Cement Company.

30 (7) The Power Company shall make suitable provision in the construction of its generating plants and switchboard for connection to the transmission line or lines of the Cement Company and shall provide such switches, protective devices and measuring instruments as may be required. The Power Company shall also supply and install suitable cable or other conductors for carrying the power supplied under this Agreement to the outside of its generating plant where suitable provision shall be made for connection to the Cement Company's lines.

40 (8) The electrical power to be supplied under this Agreement shall be in the form of three phase alternating current at a normal pressure of sixty-six hundred volts and a normal frequency of sixty cycles per second. The Power Company shall maintain as far as practicable normal voltage and frequency with temporary variations of not more than five per cent above or below normal voltage or frequency at the point of delivery. If the variation from normal voltage or frequency is more than five per cent at the point of delivery for periods sufficient to injuriously affect the operation of machinery designed for normal voltage and frequency, the power Company shall install effective regulators.

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(9) The maintenance by the Power Company of the specified voltage and frequency at the point of delivery shall for the purposes of this Agreement constitute delivery of power.

(10) The power shall be available at the point of delivery during the full twenty-four hours of each and every day including Sundays and Legal Holidays.

10 (11) The Power Company shall take all reasonable precautions to guard against interruptions or diminutions in the supply of power and shall terminate the same with all possible dispatch. If it becomes necessary to interrupt or diminish the supply of power in order to make repairs or changes to the Power Company's equipment, the Power Company shall give reasonable notice to the Cement Company, and shall arrange to make such interruptions or diminutions at such time as to cause minimum inconvenience in the use of the same.

20 (12) When any interruptions or diminutions in supply of power occur, the Power Company shall credit to the Cement Company in respect thereof an amount equal to the sum which would have been payable for the power of which the Cement Company has been deprived and the Power Company shall not be liable for any loss or damage or be subject to any claim for damages arising from such diminution or interruption in the supply of power, other than such proportional abatement of the power charges for the month.

30 (13) The power supplied shall not be used in such way as to cause undue disturbance to the Power Company's apparatus or system.

(14) Each party hereto shall be responsible for the protection of persons and property on its own premises against effects of disturbances or accidents on the lines or apparatus of the other party.

40 (15) The power delivered to the Cement Company shall be measured by suitable recording instruments supplied by the Power Company and installed in its generating plant, but the Cement Company shall have the right to install check meters to test the accuracy of said recording instruments and shall have access by its authorized representatives at all reasonable times to the said measuring instruments and to the records made by them.

(16) The meters for the measurement of the power herein provided for shall at all times be kept in good working order and shall be tested from time to time to determine their accuracy. The Power

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Company shall notify the Cement Company whenever it intends to have its meters tested so that the Cement Company may have a representative present at the test if it so desires.

10 (17) If at any time the Cement Company is not satisfied as to the accuracy of the said meters, it may upon giving ten days' notice to the Power Company have said meters tested or calibrated by a competent person delegated so to do by the Department of Inland Revenue of Canada or by the Professor of Electrical Engineering of McGill University. If such test or calibration shows that any meter is in error by more than two per cent, then such meter shall forthwith be corrected or replaced by one that is accurate. If the inaccuracy of the meters as shown by such test demanded by the Cement Company is found to be such that the quantity of power delivered as recorded by them is in error by more than two per cent, then the Power Company shall bear the cost of the test, but if the error is found to be less than two per cent, then the Cement Company shall bear the cost of the test.

20 (18) When by any such test the error of the meters is found to be such that the quantity of power delivered as recorded by them is in error by more than two per cent, then the bills for power supplied during the two immediately preceding calendar months shall be corrected in proportion to the errors so determined and such corrections shall be accepted by both parties hereto as settlement in full to that date of all claim on account of inaccuracy of meters.

30 (19) Delivery of power under this Agreement shall begin on April 1, 1930, and shall continue for a term of fifteen years. After the expiration of the said term of fifteen years this Agreement shall continue in force for a further term of fifteen years unless notice in writing has been given by the Cement Company to the Power Company at least six months previous to the expiration of the said term of fifteen years, and unless a like notice shall have been given at least six months previous to the expiration of the second said period of fifteen years, this Agreement shall continue in operation for a further term of fifteen years, and so on from time to time until notice of termination is given by the Cement Company.

40 (20) During the whole term of delivery of power under this Agreement the Cement Company shall be bound to pay, in accordance with this Agreement, for 2,238 kilowatts, and the Power Company shall be bound to reserve for this purpose sufficient capacity to supply the same.

(21) The Cement Company agrees to pay to the Power Company for the 2,238 kilowatts to be delivered as provided for in

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Paragraph 20, the sum of Two thousand five hundred dollars (\$2,500,00) per month, less any deductions that may be due on account of interruptions or diminutions as provided in paragraph 12.

10 (22) The amount of power taken in any month shall be considered as the average of the highest four integrated 10-minute demands imposed by the Cement Company during the month. For the purpose of this contract, the 10-minute integrated demands shall be determined by that one of the following methods which gives the greater amount.

(a) An integrated 10-minute demand expressed in Kilowatts.

(b) Eighty-five per cent of an integrated 10-minute demand expressed in kilovolt amperes.

20 (23) If in any month the monthly demand determined as described in Paragraph 22 exceeds 2,238 kilowatts, then the Cement Company agrees to pay for the excess for such month at the rate of \$1,117 per month for each kilowatt thereof.

(24) The Power Company is not obligated to supply the Cement Company with additional power over the 2,238 kilowatts.

30 (25) Unless the Cement Company has received the approval of the Power Company for the taking of additional power, it agrees to control its rate of taking that it will not impose one-minute peaks greater than 2,700 kilowatts, or an integrated ten-minute demand greater than 2,462 kilowatts. If in any month the Cement Company imposes a one-minute demand greater than 2,700 kilowatts or an integrated ten-minute demand greater than 2,462 kilowatts, then the Power Company may elect to suspend delivery until the load conditions are changed, and any such suspension of service shall not be considered as a cause for proportional abatement of power charges as provided for in paragraph 12; or in case the Power Company elects to continue to furnish power, then the Cement Company  
40 agrees to pay for that month Three Dollars (\$3.00) per kilowatt for each kilowatt in the highest integrated ten-minute period in excess of 2,462 kilowatts.

(26) If at any time during the life of this Agreement the Cement Company desires to contract for additional power for use in its own business and if at such time the Power Company has available for sale sufficient power to meet the additional requirements of

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the Cement Company, then the Power Company shall be bound to contract and supply to the Cement Company such additional power as it may require at the lowest rate at which the Power Company is then selling or offering to sell power to any customer other than the Cement Company, in like quantities and under like circumstances.

10 (27) The Power Company shall within the first ten days of each month render to the Cement Company its account, in accordance with the provisions in this Agreement, for power delivered during the preceding calendar month, and the Cement Company shall make payment of the same within fifteen days of its receipt. All payments shall be made in Canadian funds at the Montreal Office of the Power Company, if it has such office, failing which, payments shall be made at any chartered bank in Montreal designated by the Power Company.

20 (28) If any bill payable under this Agreement remains unpaid for more than thirty days, the Power Company may thereafter suspend delivery of electricity until full payment has been made of all bills due, provided that the Power Company may not so suspend delivery for non-payment of the disputed portion only of a bill in respect of which there is a bona-fide dispute.

(29) This contract is made subject to present and future Dominion and Province laws and to present and future regulations or orders properly issued by Dominion or Province regulatory bodies having jurisdiction.

30 (30) The parties hereto agree that if during the term of this Agreement any future Dominion or Province tax or charge is levied upon electrical energy generated from water power, the effect of which is to change the taxes or charges presently effective on the same, then the bills for power delivery under this agreement, while such change is in effect shall be proportionately increased or decreased as the case may require.

40 (31) The Cement Company agrees that neither this agreement as a whole nor any part of the power supplied it shall be sold or otherwise disposed of to any other party unless the same is first formally offered to the Power Company at the same price at which it could be sold or otherwise disposed of to such other party and the Power Company fails within four weeks to accept such offer; provided, however, that nothing herein contained shall prevent the Cement Company from assigning or otherwise disposing of this Agreement as a whole in connection with any sale or other disposal of its plant at Hull.

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(32) All claims or counterclaims arising under this Agreement, which either party may have or claim to have against the other party, shall be made to the latter in writing before the thirtieth day of the month following the month in which the same may have arisen and shall be final for all claims that may have arisen during that month. If any such claim is not allowed by the party on whom it is made, the same may be submitted to a sole arbitrator agreed upon by the parties hereto, or may be submitted to three arbitrators, as hereinafter provided.

10

(33) If at any time during the continuance of this Agreement, or after the termination thereof, any dispute, difference or question shall arise between the parties hereto as to the construction, meaning or effect of this Agreement or anything herein contained, or the rights or liabilities of the respective parties, under this Agreement, or as to the performance or fulfilment of any of the terms, provisions or conditions thereof, or otherwise in relation to such terms, provisions or conditions, then and in such cases every such dispute, difference or question shall be submitted to arbitrators; one arbitrator to be appointed by each of the parties, and the two so appointed to select a third, the decision of the majority of such arbitrators to be binding upon both parties. In the event of either party refusing or failing to appoint its arbitrator within thirty days after the receipt by it of notice in writing by the other party of the appointment of its arbitrator, which notice shall name the arbitrator so appointed by such other party, or in the event of the two arbitrators appointed by the parties refusing or failing to appoint a third within seven days after they shall be appointed, then the arbitrator for the party so refusing or failing to make its appointment or the third arbitrator as the case may be, shall be appointed upon application of either party, by any Judge of the Superior Court of the District of Hull or by the Quebec Public Service Commission. In all other respects said arbitration proceedings to be subject to the provision of the Code of Procedure of the Province of Quebec, or any statutory modifications or re-enactment thereof for the time being in force; notwithstanding any such dispute, difference or question the Companies shall continue to carry out this Agreement, it being the distinct agreement that there shall not be during the period of this Agreement, any stoppage or cessation in the supply of said power or in the payments therefor, but that the same shall be continued as if there were no difference.

20

30

40

(34) If at any time during the continuance of this Agreement the Power Company is unable to deliver the power as herein provided for or if the Cement Company is unable to use the same owing to the Act of God, the King or of the King's enemies, war, rebellion, serious epidemics, tempest, fire, flood, causes beyond the control of



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either party, or by strikes, differences with workmen, or like causes, the party whose operations are so suspended shall not be liable to the other under this Agreement until the cause of such disability has been removed, provided, however, that nothing herein contained shall entitle the Power Company to make any reduction in the supply of power to the Cement Company, unless a pro rata reduction is simultaneously made to all other large users of power then being supplied by the Power Company.

10 (35) This agreement shall enure to the benefit of and be binding upon the successors, assigns or executors of both parties, but the assignor shall not be released from its obligations hereunder except by consent of the other party hereto.

(36) The Cement Company agrees that if the Power Company is unable to secure at prices satisfactory to it, rights necessary to enable the Power Company to develop to elevation 318 feet above mean sea level, then this Agreement may be cancelled within two  
20 months after the date of execution.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be affixed under the hands of their duly authorized officers.

SIGNED, SEALED AND DELIVERED:

In the Presence of:

30 CANADA CEMENT COMPANY LIMITED,

(Sgd.) F. P. JONES,  
President.

“ H. L. DOBLE,  
Secretary.

GATINEAU POWER COMPANY,

In the Presence of:

40 (Sgd.) A. R. GRAUSTEIN,  
President.

“ F. G. SIMOND,  
Secretary.

CERTIFIED A TRUE COPY of original agreement.

H. L. DOBLE, Secy.

APPENDIX "A"

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As referred to in Paragraphs 1 and 3 of attached agreement.

All and singular certain parcels or tracts of land situate, lying and being in the County of Hull (formerly Wright) and the Township of Hull in the Province of Quebec, more particularly described as follows:—

(1) "All that certain property described as follows: to wit in  
10 " process-verbal and on a plan thereof prepared by Arthur Hamilton,  
" Provincial Land Surveyor, dated the 3rd day of September, 1867,  
" as follows: enclosed within the bounds of a line commencing at a  
" post agreed upon to separate the properties of John Ralston, (the  
" present described property) from that of David Moore, (now  
" owned by his son Thomas Moore), which post is or was North  
" fifty-one degrees East, two chains seventy-five links from the point  
" where the line between the fourteenth and fifteenth concessions  
" intersects the West bank of the Gatineau River, thence on the  
" following bearings North thirty-one degrees West seventy-five  
20 " links; thence North fifty-two and one-half degrees East ninety-  
" seven links; thence thirty and one-quarter West three chains forty-  
" four links; thence South sixty degrees West one chain, fifty-one  
" links to the Gatineau Road; thence along the Gatineau Road  
" North forty-eight degrees West four chains fifty-three links;  
" thence North forty-nine and one-quarter degrees East three chains  
" seventy-one links to the Gatineau River; on which last mentioned  
" course a tie line from three chains nineteen links was run by said  
" Arthur Hamilton to station four on his said plan, less, however,  
" that portion of said land within said bounds which extends from  
30 " said tie line to the said Gatineau Road, and which was sold by  
" the late Thomas Reid to Robert Reid by deed passed before  
" N. Tétreau, N.P. in or about the year 1898; the said piece of land  
" hereby sold being designated on said plan of said Arthur Hamilton  
" as part of lot number twenty in the fifteenth range of the Town-  
" ship of Hull, but which is now known as part of lot number  
" twenty-C (20-C) in said fifteenth range of said Township of Hull  
" according to the Official Plan and Book of Reference of said Town-  
" ship and is bounded toward the North and East by the Gatineau  
" River towards the South by the property of said Thomas Moore  
40 " and toward the West by the properties of said Thomas Moore and  
" said Robert Reid; and the said property is sold with all the  
" riparian, riveraine rights the water power, the islands or islets in  
" the Gatineau River opposite said property, and with all the rights  
" and privileges in the bed and waters of the said Gatineau River  
" to which the said parties Sellers were or are or could be or become  
" entitled to by any title whatever, and which power was heretofore  
" in part used for running certain mills."

*In the  
Superior Court*  
Exhibit P-43.  
Agreement  
Between  
Canada Cement  
Co. and Gatineau  
Power Co.,  
July 10th, 1926.  
(continued)

(2) "All that certain property known and described as part of  
" lot number twenty-B (20-B) in the Fifteenth Range of the Town-  
" ship of Hull in the County of Wright in the Province of Quebec,  
" fronting on the Easterly side of the Gatineau River, having a  
" frontage of three thousand one hundred and fifty (3,150) feet and  
" a depth of three hundred and thirty (330) feet, more or less,  
" measured in an Easterly direction from high water mark on the  
" East side of the Gatineau River, and which may be more particu-  
" larly described and bounded as follows: Beginning at a point on  
10 " the Concession line between the fourteenth and fifteenth ranges  
" of the said Township of Hull, distant two hundred and fifty (250)  
" feet, in a Westerly direction from a point where an iron boundary  
" and square wooden post have been planted on the South-East  
" corner of said lot twenty-B aforesaid; thence continuing along  
" the said Concession line on a bearing of N. 84° 30' W. Magnetically  
" a distance of 330 feet to the East side of the Gatineau River where  
" an iron boundary has been planted; thence on a course of N. 40°  
" W. magnetically a distance of 370 feet, where an iron boundary  
20 " has been planted; thence on a course of N. 85° 45' W. magnetically  
" a distance of 305 feet, where an iron boundary has been planted;  
" thence on a course of N. 30° W. magnetically, a distance of 360  
" feet, more or less, to a point where an iron boundary has been  
" planted; thence on a course of N. 23° 45' W. magnetically, 326  
" feet, more or less, to a point where an iron boundary has been  
" planted; thence on a course of N. 7° 15' W. magnetically a distance  
" of 190 feet to a point where an iron boundary has been planted;  
" thence on a course of N. 0° 30' W. magnetically a distance of 845  
" feet, more or less, to a point where an iron boundary has been  
30 " planted; thence on a course of N. 34° W. magnetically a distance  
" of 718 feet, more or less, to the side line dividing lots 20 and 21  
" in the said 15th Range of the Township of Hull. Starting again  
" on the front of the 15th Concession at the place of beginning,  
" thence N. 0° 30' E. magnetically 645 feet, more or less; thence on  
" a bearing of N. 83° 30' W. magnetically a distance of 330 feet,  
" more or less; thence on a bearing of N. 26° W. magnetically a  
" distance of 490 feet, more or less; thence on a bearing of N. 8° 30'  
" W. magnetically a distance of 155 feet, more or less; thence on a  
" bearing of N. 1° 15' W. magnetically 947 feet, more or less; thence  
40 " on a bearing of N. 35° W. magnetically a distance of 1,100 feet,  
" more or less, to the side line dividing lots 20 and 21 in the 15th  
" Range of the Township of Hull aforesaid; thence in a southerly  
" direction following the line dividing lots 20 and 21 a distance of  
" 440 feet, more or less, to the East bank of the Gatineau River.  
" Containing in superficies twenty-six and one-half acres, more or  
" less; subject to the public road crossing the property."

*In the  
Superior Court*

Exhibit P-44.  
Notice Under the  
Water Course Act,  
by Freeman T.  
Cross to Gatineau  
Power Co.,  
May 6th, 1927.

EXHIBIT P-44.

NOTICE UNDER THE WATER COURSE ACT BY FREEMAN  
T. CROSS TO GATINEAU POWER CO., MAY 6, 1927.

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Canada  
Province of Quebec  
10 District of Hull

IN RE:

THE WATER COURSE ACT, R.S.Q. 1925, chapter 46,  
and Amendments and Section 28 (K) 16 George V, chapter  
16, 1926,

—&—

20 THE GATINEAU POWER COMPANY, a body corpo-  
rate, having its head office at the City of Montreal,  
Party Expropriating,

—&—

FREEMAN T. CROSS, Lumberman, of Farm Point, P.Q.,  
Proprietor.

---

30 TO THE SAID GATINEAU POWER COMPANY:

You are hereby notified on behalf of the above named Freeman  
T. Cross, that by reason of the installation of a dam by your com-  
pany on the Gatineau River, at what is known as Chelsea Falls,  
which dam is now completed and in operation, you have caused to be  
flooded part of certain lands and premises belonging to and the prop-  
erty of the said Freeman T. Cross, which said lands and premises are  
situated on the banks of the said Gatineau River, and may be more  
particularly described, firstly, all those parcels or tracts of land and  
40 premises situated, lying and being in the Township of Hull, County  
of Hull, in the Province of Quebec, being composed of parts of lots  
21B, 21C and 21D, in the 15th Range of the said Township, and  
secondly, all those certain parcels or tracts of land and premises, sit-  
uated, lying and being in the Township of Hull, County of Hull, and  
Province of Quebec, being composed of parts of lots 23A and 24, in  
the 15th Range, and part of 24C in the 16th Range of the said  
Township of Hull.

*In the  
Superior Court*  
Exhibit P-44.  
Notice Under the  
Water Course Act,  
by Freeman T.  
Cross to Gatineau  
Power Co.,  
May 6th, 1927.  
(continued)

You are hereby further notified that on the lands above secondly described, the said Freeman T. Cross operates certain established industries, and more particularly, a power plant supplying electrical energy for light, heat and power purposes, a saw mill and an underground aqueduct supplying water to the inhabitants of Farm Point.

10 The flooding caused by your company, as aforesaid, seriously prejudices and affects and hampers the operation and conduct of the said established industries and has caused considerable damage thereto from on or about the 12th of March, A.D. 1927, to date.

20 You are hereby further notified that on the lands above firstly described, the said Freeman T. Cross is the owner of an undeveloped waterpower, together with land adjacent thereto and necessary for its development, which said waterpower and said land have been submerged by the flooding as aforesaid, and the value thereof as a consequence of such flooding has been seriously impaired. The flooding of the said waterpower and land commenced on or about the 10th of March, A.D. 1927, and has continued and increased from on or about that date to the present.

30 You are hereby further notified that the distribution line, owned and operated by Mr. Cross in connection with his power plant and more particularly that part of the said distribution line or transmission line, between Cascades, in the Township of Hull, as aforesaid, and Kirk's Ferry, has been partially submerged by the flooding as aforesaid, and rendered useless for the purposes for which the same was used by the said Freeman Thomas Cross. Considerable damages have been suffered by the said Freeman T. Cross as a result of this and his established hydro-electric power industry has been seriously prejudiced thereby.

40 ACCORDINGLY and inasmuch as your company are not authorized by law to flood the said lands and premises, to destroy the said waterpower and to prejudice the said established industry belonging to the said Freeman T. Cross, you are hereby formally notified on behalf of the said Freeman T. Cross to immediately cause the said flooding to cease and to desist from encroaching and trespassing upon the property of the said Freeman T. Cross, and to cause to be lowered on the Gatineau River the level of the water thereon, to a level which will allow the said Freeman T. Cross the quiet enjoyment of, and the peaceable, undisturbed possession to his property; to which he is entitled by law.

Formal demand is made for the immediate payment of damages already suffered by the said Freeman T. Cross, by the unlawful en-

*In the  
Superior Court*  
Exhibit P-44.  
Notice Under the  
Water Course Act,  
by Freeman T.  
Cross to Gatineau  
Power Co.,  
May 6th, 1927.  
(continued)

croachment of your company as aforesaid, under pain and penalty of the law.

DATED at Hull this sixth day of May, A.D. 1927.

DALTON McCARTHY,  
Attorney for Petitioner.

AFFIDAVIT.

10

I, Freeman Thomas Cross, residing at Farm Point, in the Township of West Hull, in the Province of Quebec, being duly sworn, DO MAKE OATH AND SAY:—

1. THAT I am the Proprietor mentioned in the notice herein, and as such have personal knowledge of the matters deposed to in the said notice herein.

20 2. THAT I have taken communication of the foregoing notice and the facts alleged therein are true.

AND I have SIGNED:

.....

TAKEN and SWORN before me at the City of Hull this 6th day of May, A.D. 1927.

30 A Commissioner of the Superior Court for the District of Hull.

40

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EXHIBIT P-45

DEED OF SALE, J. F. HIGGINSON TO JAS. MacLAREN,  
AUGUST 19, 1927

*In the  
Superior Court*

Exhibit P-45.  
Deed of Sale,  
J. F. Higginson to  
Jas. MacLaren Co.,  
Aug. 19th, 1927.

On the nineteenth day of August, one thousand nine hundred and twenty-seven

10 Before me Edward J. LeBlanc, the undersigned Notary Public for the Province of Quebec, residing and practising in the Town of Buckingham, District of Hull.

Came and appeared:

Dame Elizabeth Isabelle Cumming, of the said Town of Buckingham, said District of Hull, widow of the late John Fernie Higginson, in his lifetime of the same place, gentleman;

20 And William A. Cumming, of the said Town of Buckingham, physician, in his capacity of tutor duly appointed to Ruth Alexandra Higginson, aged about fourteen years, minor child issue of the marriage of the said late John Fernie Higginson with the said Dame Elizabeth Isabelle Cumming, under and by virtue of an act of Tutorship made before the undersigned Notary at the said Town of Buckingham on the fifteenth day of November, One thousand and nine hundred and twenty-six, duly homologated by the Prothonotary of the Superior Court for the District of Hull on the thirtieth day of November, one thousand nine hundred and twenty-six, and registered in the Registry Office for the County of Papineau on the third  
30 day of February, one thousand nine hundred and twenty-seven, under the number thirty-nine thousand one hundred and fifty-nine, the said William A. Cumming in his said capacity being duly authorized for all purposes hereof under and by virtue of an act of the Legislature of the Province of Quebec, Seventeen (17) George Fifth (V) Chapter one hundred and thirty-seven (137) assented to the first day of April, one thousand nine hundred and twenty-seven and on the advice and authorization of a family council of the relatives and friends of the said minor Ruth Alexandra Higginson held before the undersigned Notary at the said Town of Buckingham on the  
40 twenty-fifth day of June, one thousand nine hundred and twenty-seven, and being further authorized for all purposes hereof under and by virtue of a Judgment or order of the Honorable Mr. Justice Surveyor, a Judge of the Superior Court of the Province of Quebec, made and granted at the said City of Hull on the twenty-eighth day of June, one thousand nine hundred and twenty-seven, certified copy of which is hereto annexed and signed by the parties hereto and the undersigned notary for identification, which said William A. Cum-

*In the  
Superior Court*

Exhibit P-45.  
Deed of Sale,  
J. F. Higginson to  
Jas. MacLaren Co.,  
Aug. 19th, 1927.  
(continued)

ming in his said capacity and said Dame Elizabeth Isabelle Cum-  
ming are hereinafter called "the vendors".

And the James MacLaren Company Limited, a body politic  
and corporate having its head office in the town of Buckingham,  
hereinafter called "the purchaser", and acting for the purposes  
hereof by and through duly authorized under and by virtue of a  
resolution of the Directors of said Company, certified copy of which  
is hereto annexed and signed by the said parties and by the under-  
signed notary for identification, which said Company is herein-  
after called "the purchaser".

Which said parties, acting as aforesaid, have agreed and con-  
tracted together and declared unto me, the said Notary, as follows:

The vendors, acting as aforesaid, have sold, assigned, transfer-  
red and made over and hereby sell, assign, transfer and make over,  
free and clear of all encumbrances and with legal warranty of title,  
unto the purchaser thereof accepting:

20 "That certain parcel or tract of land and premises situated  
lying and being in the township of Buckingham, in the former  
County of Ottawa, now the County of Papineau, and Province of  
Quebec, containing by admeasurement one acre three rods eighteen  
and a quarter poles, be the same more or less, in superficies, bounded  
in front towards the south by the public Highway, in rear towards  
the north by the remaining portion of said lot, on one side by prop-  
erty belonging to Sir C. J. Stuart or representatives, and on the other  
side also by property belonging to Sir C. J. Stuart, containing two  
30 hundred and eight feet in width by two hundred and eighty feet in  
depth, the whole more or less, and being composed of part of lot  
twelve (Pt. No. 12) in the second range of the said township of  
Buckingham and being described as follows, that is to say:—

Commencing at the point where the northerly limit of the  
public road commonly called the King's Road (which crosses said  
lot) intersects the easterly side of the foundation of the first pier,  
westerly from the easterly bank of the river, of the bridge which  
crosses Rivière du Lièvre, which passes through the said lot; thence  
40 easterly and following the northerly limit of the said road three  
chains and ninety-eight links more or less to where a post has been  
planted by Robert Sparks, Provincial Land Surveyor, thence north  
two degrees and seven minutes east magnetically and following a  
line run by the said Robert Sparks six chains fifteen and one half  
links more or less to where a post has been planted by the said  
Robert Sparks on the southerly limit of the right of way of the  
railroad known as the Northern Colonization Railroad as at present



*In the  
Superior Court*

Exhibit P-45.  
Deed of Sale,  
J. F. Higginson to  
Jas. MacLaren Co.,  
Aug. 19th, 1927.  
(continued)

located; thence south eighty-two degrees one minute west magnetically and following said southerly limit of said right of way two chains eighty-seven and one half links more or less to a point in a direct line with the westerly side of the foundation of a stone abutment erected on the said right of way and on the easterly bank of the said river, thence north seven degrees fifty-nine minutes west magnetically and following said direct line and the same produced along the westerly side of the foundation of said abutment and to the northerly limit of the said right of way a distance of one chain  
10 twenty-one and one-eighth links (eighty feet); thence south eighty-two degrees and one minute west magnetically and following the said northerly limit of said right of way into the waters of the said Rivière du Lièvre one chain and forty-nine links more or less to a point in a direct line with the easterly side of the foundation of a stone pier erected on the said right of way which pier is the first pier westerly from the easterly bank of the said river; thence south seven degrees fifty-nine minutes east magnetically and following  
20 said direct line and the easterly side of the foundation of the last mentioned pier one chain and twenty-one and one-eighth links (eighty feet) to the south east angle thereof; thence south fourteen degrees east magnetically through the waters of the said river four chains thirty-one and one half links more or less to the place of beginning.

As the same is detailed and described on a certain procès-verbal made out by Robert Sparks, Provincial Land Surveyor, bearing date at Ottawa on the twenty-fifth day of October eighteen hundred and seventy-five, and which remains annexed to the original deed of sale from Sir J. C. Stuart to William Lough with all buildings thereon  
30 erected, with all the machinery, tools and moveable effects upon the said property (with the exception, however, of the phosphate, potash, etc., and such machinery as The James Maclaren Company Limited will exclude) together with all the water powers thereon or that can be developed thereon, and together with all other rights in the bed of said Lièvre River adjoining and in front of the above described properties and all other riparian and hydraulic rights or other rights in any way connected with or pertaining to said properties; which said property includes that now known and distinguished on the official plan and in the book of reference of the  
40 Township of Buckingham as lot number twelve-seven (No. 12-7) in the Second range of the said township of Buckingham.

The present sale and transfer has been so made by the vendor to the purchaser for and in consideration of the price or sum of twenty-five thousand dollars (\$25,000) with interest thereon at the rate of five (5) per cent per annum from the first day of July, one

*In the  
Superior Court*

Exhibit P-45.  
Deed of Sale,  
J. F. Higginson to  
Jas. MacLaren Co.,  
Aug. 19th, 1927.  
(continued)

thousand nine hundred and twenty-six, paid by the purchaser to the vendors at the date of execution hereof as follows.

Two-ninths ( $2/9$ ) of the said sum of Twenty-five thousand dollars (\$25,000) to wit:

10 The sum of Five thousand five hundred and fifty-five dollars and fifty-five and five-ninth cents (\$5,555.55  $5/9$ ) and two-ninths ( $2/9$ ) of this interest accrued to date on the said sum of twenty-five thousand dollars since the first day of July, one thousand nine hundred and twenty-six, at the said rate of five (5) per cent per annum, amounting to three hundred and fifteen dollars and seven cents to the said William A. Cumming in his said capacity, and seven-ninths ( $7/9$ ) of the said sum of Twenty-five thousand dollars to wit:

20 The sum of Nineteen thousand four hundred and forty-four dollars and forty-four and four-ninths cents (\$19,444.44  $4/9$ ), together with seven-ninths ( $7/9$ ) of the interest accrued to date on the said sum of twenty-five thousand dollars since the first day of July, one thousand nine hundred and twenty-six, at the said rate of five (5) per cent per annum, to wit: the sum of:—Eleven hundred and two dollars and seventy-four cents to the said Dame Elizabeth Isabelle Cumming, and the said vendors hereby grant to the purchaser a full and complete discharge for the said entire purchase price.

30 The vendors especially undertake, covenant and agree with the purchaser that, should it be found at any time hereafter that the property above described and hereby sold includes any part or portion of any other official lot than the said lot twelve-seven (12-7) in the second range of the Township of Buckingham, then and in such event the vendors and their heirs, representatives, successors and assigns, will, on demand and without additional consideration, join, with the purchaser and its representatives, successors or assigns in giving such notice or executing such further documents as may be required to correct the description of the property hereby sold by official numbers and description according to the said official plan and book of reference.

40 The vendors declare and warrant to the purchaser that all taxes, both school and municipal road labor and other imposts and all succession duties and other taxes, Dominion and Provincial, due on or in connection with the said property above described and hereby sold have been paid to the Thirty-first day of December, one thousand nine hundred and twenty-six, and the purchaser agrees to assume and pay all taxes levied thereon from and after the said date.

In the  
Superior Court  
Exhibit P-45.  
Deed of Sale,  
J. F. Higginson to  
Jas. MacLaren Co.,  
Aug. 19th, 1927.  
(continued)

And to this Deed came and appeared: Margaret Cumming Higginson and Isabelle Fernie Higginson, children born of the marriage of the said late John Fernie Higginson and the said Dame Elizabeth Isabelle Cumming, both of the said Town of Buckingham, Spinsters, of the full age of majority, who, in consideration of the sum of One Dollar (\$1.00), paid to each of them by the purchaser at the date hereof, the receipt whereof is hereby acknowledged, do hereby assign, transfer, convey and make over unto the purchaser thereof accepting all right, title, claims and interests of every nature or description  
10 whatsoever that they may have in or to the said property above described and hereby sold, and the said Margaret Cumming Higginson and Isabelle Fernie Higginson hereby further covenant and agree with the purchaser that, in case it should be found at any time hereafter that the said property above described and hereby sold should include any part or portion of any other official lot than the said lot twelve-seven (12-7) in the Second range of the Township of Buckingham, then and in said event they and each of them and their successors, representatives and assigns will, if required, and without  
20 additional consideration, join with the vendors and the purchaser, and their respective heirs, successors, representatives and assigns in giving such notice or executing such further documents as may be required to correct the description of the said property hereby sold by official numbers and description according to the said official plan and book of reference.

Whereof acte:—Done and passed at the town of Buckingham, District of Hull, on the day and year first above written, under the number Seven thousand eight hundred and twenty-three of the  
30 repertory of the undersigned Notary.

And after due reading hereof the said parties have signed with me, Notary.

(Signed) MRS. ELIZABETH ISABELLE CUMMING HIGGINSON  
( " ) WILLIAM A. CUMMING (tutor to Ruth  
Alexandra Higginson)  
( " ) MARGARET CUMMING HIGGINSON  
( " ) ISABELLE FERNIE HIGGINSON  
40 ( " ) THE JAMES MACLAREN COMPANY LIMITED  
( " ) (Sealed) ALBERT MACLAREN, President  
( " ) E. J. LEBLANC, N.P.

True copy of the original hereof remaining of record in my office. One marginal note approved good. One word struck out is null.

(Signed) E. J. LEBLANC, N.P.

Registry Office of the County of Papineau.

*In the  
Superior Court*

Exhibit P-45.  
Deed of Sale,  
J. F. Higginson to  
Jas. MacLaren Co.,  
Aug. 19th, 1927.  
(continued)

I, the undersigned, certify that the above document is a true copy of the entry made in Register B; Vol. 40 folio 274, and registered on the twentieth day of the month of August, A.D. Nineteen hundred and twenty-seven.

10 Papineauville, this 29th October, 1930. (Seven words erased null.)

P. DE VARENNES,  
Registrar.

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EXHIBIT P-46.

Plan prepared by MacRostie September, 1926, showing part of the Gatineau River at Cascades.

20 (See Special Exhibit Book No. 1.)

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EXHIBIT P-47.

Photograph of the east channel of the Lievre River at Masson, Que.  
(See Special Exhibit Book No. IV.)

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EXHIBIT P-48.

DEED OF SALE, DORWIN FALLS IMPROVEMENT COMPANY TO GATINEAU POWER CO., APRIL 27, 1928.

(SEAL)

40 BEFORE Mtre. GEORGE CARLYLE MARLER, the undersigned Public Notary for the Province of Quebec, practising at the City of Montreal.

APPEARED:

THE DORWIN FALLS IMPROVEMENT COMPANY LIMITED, a corporation incorporated by Letters Patent of the Dominion of Canada but specially authorized to acquire real estate under

*In the  
Superior Court*

Exhibit P-48.  
Deed of Sale,  
Dorwin Falls  
Improvement  
Company to  
Gatineau  
Power Co.,  
April 27th, 1928.

*In the  
Superior Court*

Exhibit P-48.  
Deed of Sale,  
Dorwin Falls  
Improvement  
Company to  
Gatineau  
Power Co.,  
April 27th, 1928.  
(continued)

10 a Special Permit granted by the Lieutenant-Governor-in-Council of the Province of Quebec on the second day of February, Nineteen hundred and twenty-seven, the said corporation having its head office at the City of Montreal, herein acting and represented by ROBERT W. REFORD, its President, and ROBERT BALDWIN ROSS (Junior), its Secretary, and hereunto duly authorized in virtue of a Resolution of its Board of Directors passed at a Meeting thereof duly called and held on the twenty-sixth day of April, Nineteen hundred and twenty-eight, a copy whereof certified true is hereunto annexed after having been signed for identification by the said Robert W. Reford and Robert Baldwin Ross (Junior) in the presence of the undersigned Notary.

The said The Dorwin Falls Improvement Company Limited being hereinafter called "the Vendor".

20 WHICH said Vendor hath by these presents sold with legal warranty as to its own acts and deeds only but with subrogation of the Purchaser in all its rights of warranty against its auteurs.

UNTO

GATINEAU POWER COMPANY, a corporation having its head office at the City of Montreal, herein acting and represented by G. Gordon Gale, its Vice-President and General Manager, and hereunto duly authorized in virtue of a Resolution of its Board of Directors passed at a Meeting thereof duly called and held on the sixteenth day of February, Nineteen hundred and twenty-eight.

30 The said Gatineau Power Company being hereinabove and hereinafter called "the Purchaser", hereto present and accepting the following immoveable property, namely:—

40 1. All that certain water lot or portion of the bed of the River Lac Ouareau in the Township of Rawdon, County of Montcalm, including the falls known as "Dorwin & Manchester Falls" and the rapids and rocks pertaining to the said portion lying between high water marks and extending from the division line drawn across the said river between Range Three and Range Four to the prolongation of the division line also drawn across the said river between Lots Numbers Sixteen A and Sixteen B (16A and 16B) in the Fifth Range on the Official Plan and Book of Reference of the said Township of Rawdon, the whole covering a superficial area of Seventy (70) acres more or less, including the Islands, as acquired by the Vendor or its auteurs from the Government of the Province of Quebec under the terms and conditions of the Letters Patent dated the Seventeenth day of September, Nineteen hundred and six.

In the  
Superior Court

Exhibit P-48.  
Deed of Sale,  
Dorwin Falls  
Improvement  
Company to  
Gatineau  
Power Co.,  
April 27th, 1928.  
(continued)

2. All the right, title and interest of the Vendor or its auteurs as riparian proprietor or otherwise in and to all islands and water powers included within the boundaries of the territory described in the said Letters Patent dated the Seventeenth day of September, Nineteen hundred and six.

3. A certain strip of land riparian to the right bank of the River Lac Ouareau and being more fully described as being all that land comprised between the high water mark on the right bank of the River Lac Ouareau looking down stream and a line commencing at a point Three hundred (300) feet Southwest of the line of the said high water mark measured along the line between Lots Numbers Sixteen A and Sixteen B of the Fifth Range of the said Township and thence proceeding down stream through Lot Number Sixteen B maintaining the said distance of Three hundred feet from high water mark of the said river to the division line between Lots Numbers Fifteen B and Sixteen B to a point Three hundred (300) feet from the said high water mark; thence maintaining the said distance of Three hundred feet from the said high water mark through the said Lot Number Fifteen B of the Fifth Range of the said Township to the division line between the said Lot and Lot Number Seven hundred and forty-two of the Parish of Ste. Julienne in the said County to a point Three hundred feet from the said high water mark upon said division line, thence following the said river at a distance of Three hundred feet from the high water mark thereof and maintaining the said distance from the river through part of the said Lot Number Seven hundred and forty-two and through part of Lot Number Sixteen of the said Township of Rawdon and again through a part of the said Lot Number Seven hundred and forty-two (Parish of Ste. Julienne) to a point on the division line between Lots Numbers Seven hundred and forty-two and Seven hundred and forty-three on the Official Plan and Book of Reference of the said Parish a distance of Three hundred feet from high water mark and then still preserving the said distance of Three hundred feet from high water mark continuing through Lots Numbers Seven hundred and forty-three, Seven hundred and forty-six, Seven hundred and forty-seven, Seven hundred and forty-eight and Seven hundred and forty-nine (743, 746, 747, 748 and 749) of the said Parish of Ste. Julienne to a point Three hundred feet from the said high water mark in a Southwesterly direction along the range line between the Third and Fourth Ranges of the said Township; thence following the said range line to the high water mark on the right bank of the said River Lac Ouareau which strip of land is bounded as follows: to the Northwest by Lot Number Sixteen A in the said Fifth Range, to the Southeast by the lands of the Third Range of the said Township, on one side by the high water mark on the right bank looking down stream of the said

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10 River Lac Ouareau and on the other side by parts of Lots Numbers Sixteen B and Fifteen B of the said Fifth Range and Lot Number Sixteen in the Fourth Range of the said Township (if any part of the lots mentioned is in fact a boundary) and by Lots Numbers Seven hundred and forty-two, Seven hundred and forty-three, Seven hundred and forty-six, Seven hundred and forty-seven, Seven hundred and forty-eight and Seven hundred and forty-nine of the Parish of Ste. Julienne in the said County, it being the intention of the Vendor to convey and the Purchaser to acquire all the land on the right bank of the said River Lac Ouareau looking down stream comprised between high water mark of the said river and a line drawn at Three hundred feet from the said high water mark and following the sinuosities of the said river as it winds and turns from the division line between Lots Numbers Sixteen A and Sixteen B of the Fifth Range of the Township of Rawdon to the range line between the Third and Fourth Ranges of the said Township.

20 4. Any right, title and interest which the Vendor may have in and to an irregular strip of land lying on the Easterly or left bank looking down stream of the River Lac Ouareau in the Township of Rawdon in the said County forming part of Lot Number Sixteen (16) in the said Fifth Range following the sinuosities of the said River Lac Ouareau as it winds and turns to a point on the range line between the Fourth and Fifth Ranges of the said Township, said point being distant Three hundred and forty-four feet measured Southwesterly along the said range line from the division line between Lots Sixteen and Seventeen A on the Official Plan and Book of Reference of the Fourth Range of the said Township, which point is  
30 marked by a galvanized iron pipe Four feet long.

5. A piece of land composed of all that part of Lots Numbers Sixteen and Seventeen A (16 and 17A) in the Fourth Range and part of Lot Number Sixteen B (16B) in the Fifth Range of the Township of Rawdon in the County of Montcalm and Province of Quebec, which may be more particularly described as follows:

40 Commencing where a galvanized iron pipe has been planted on the range line between the Fourth and Fifth Ranges at a point distant Three hundred and forty-four (344') feet measured southwest-erly and along the said range line from the concrete monument planted on the said range line between said Lots Numbers Sixteen and Seventeen A; thence South Eight degrees and six minutes West (S.8°06'W.) Two hundred and sixty-nine and four-tenths (269.4') feet; thence South Twenty-seven degrees and twenty minutes West (S.27°20'W.) Two hundred and ninety-seven and one-tenth (297.1') feet; thence South Forty-eight degrees and fifty-nine minutes West

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(S.48°59'W.) One hundred and twenty-one and nine-tenths (121.9') feet; thence South Sixty-nine degrees and twelve minutes West (S.69°12'W.) One hundred and eighty-two and nine-tenths (182.9') feet; thence North seventy-three degrees and fifty-eight minutes West (N.73°58'W.) One hundred and eighty-one (181') feet; thence South Sixty-one degrees and fifty-four minutes West (S.61°54'W.) ninety-nine and seven-tenths (99.7') feet; thence South Fifty-two degrees and forty-six minutes West (S.52°46'W.) one hundred and fifty-seven (157') feet; thence South Forty-two degrees and forty-one minutes West (S.42°41'W.) One hundred and forty and one-tenth (140.1') feet; thence South Thirty-seven degrees and thirty minutes West (S.37°30'W.) Two hundred and fifty-four and seven-tenths (254.7') feet; thence South Fifty-eight degrees and Forty minutes East (S.58°40'E.) One hundred and seven and seven-tenths (107.7') feet; thence North Sixty-one degrees and Eight minutes East (N.61°08'E.) Two hundred and thirty-four (234') feet; thence North Eighty-seven degrees and fifty-six minutes East (N.87°56'E.) Eighty-three (83') feet; thence North Thirty-six degrees and fifty-two minutes East (N. 36°52'E.) One hundred and fifty-five (155') feet; thence North Seventy-one degrees and fourteen minutes East (N.71°14'E.) One hundred and eleven and seven-tenths (111.7') feet; thence South Eighty degrees and twenty-seven minutes East (S.80°27'E.) Two hundred and sixteen and eight-tenths (216.8) feet; thence South Forty-three degrees and forty-seven minutes East (S.43°47'E.) One hundred and sixty-six and four-tenths (166.4') feet; thence South Twenty-two degrees and Forty-seven minutes East (S.22°47'E.) One hundred and eight and four-tenths (108.4') feet; thence North Fifty-three degrees and Twenty minutes East (N.53°20'E.) Two hundred and twenty-four and four-tenths (224.4') feet; thence North Fifty-four degrees and ten minutes East (N.54°10'E.) Three hundred and four and two-tenths (304.2') feet; thence North Sixty-seven degrees and twenty-five minutes East (N.67°25'E.) One hundred and forty-eight and four-tenths (148.4') feet; thence North Thirteen degrees and fifty-seven minutes East (N.13°57'E.) Three hundred and twenty-three and seven-tenths (323.7') feet; thence North one degree and two minutes West (N.1°02'W.) One hundred and sixty-nine (169') feet; thence North Thirty-four degrees and thirty-two minutes East (N.34°32'E.) Five hundred and ninety-nine and five-tenths (599.5') feet; thence North Fifty-nine degrees and Forty-eight minutes East (N.59°48'E.) One hundred and ninety and eight-tenths (190.8') feet; thence North Fifty-seven degrees and thirty-five minutes East (N.57°35'E.) Three hundred and eleven and five-tenths (311.5') feet; thence North Fifty-three degrees and Forty-five minutes East (N.53°45'E.) One hundred and eighty-six and four-tenths (186.4') feet; thence North Seventy-two degrees and thirty minutes East (N.72°30'E.) One hundred and



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seventy-two and four-tenths (172.4') feet; thence South Sixty-two degrees and thirty-three minutes East (S.62°33'E.) Five hundred and forty-six and six-tenths (546.6') feet; thence North Sixty-five degrees and thirty-one minutes East (N.65°31'E.) One hundred and eleven and one-tenth (111.1') feet; to the concrete boundary mark which has been placed in the fence line which formerly divided the properties of the late Robert Reford and Donald W. Ross in Lot Number Seventeen A from the property of the late Henry Hanna in Lot Number Seventeen A, which said concrete boundary mark has been put in the stead and place of the old cedar picket or stake which formed the point of beginning of the property which the late Robert Reford and Donald W. Ross acquired from the late Henry Hanna; thence South Forty-eight degrees and six minutes West (S.48°06'W.) to the ordinary high water mark of the north bank of the River Lac Ouareau; thence westerly and northerly and northeasterly and following the said ordinary high water mark to the range line between the Fourth and Fifth Ranges; thence Northeasterly and following the said range line to the point of commencement.

20 The above parcel of land may be further bounded towards the North by the remaining portion of the said Lot Number Seventeen A and by the range line between the Fourth and Fifth Ranges; towards the South and West by the Ouareau River; towards the Southeast by the line fence which separated the properties formerly owned by the late Robert Reford and Donald W. Ross in Lot Number Seventeen A from that formerly owned by the late Henry Hanna in the same lot. All bearings used in the above description are astronomic.

30 6. A piece of land of irregular figure forming part of Lots Numbers Seventeen A, Seventeen B and Eighteen B (17A, 17B and 18B) of the Fourth Range of the Township of Rawdon in the County of Montcalm and being all that land lying between high water mark of the River Lac Ouareau on the left bank thereof looking down stream and a line described as follows:

40 Commencing at a point in Lot Number Seventeen A, which is marked by the concrete boundary mark referred to in the description of the above described Parcel 5, as being placed in the fence line which formerly divided the properties of the late Robert Reford and Donald W. Ross from the property of the late Henry Hanna, said point being distant Three hundred and eighty-nine and two-tenths (389.2') feet from a three-quarter inch galvanized iron pipe placed in the division line between Lots Numbers Seventeen and Eighteen of the Fourth Range; thence South Thirty-five degrees and thirty-one minutes East (S.35°31'E.) a distance of Seventy and fifty-six one-hundredths feet to a stake; thence South Thirteen degrees and

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thirty-two minutes East (S.13°32'E.) a distance of One hundred and thirty-two and fifty-two one-hundredths (132.52') feet to another stake; thence South Forty-five degrees and Thirty-seven and one-half minutes East (S.45°37½'E.) a distance of One hundred and sixty-seven and twenty-five one-hundredths (167.25') feet to another stake; thence South Eight degrees Four minutes West (S.8°4'W.) a distance of Ninety-eight and forty-seven one-hundredths (98.47') feet to a fence post; thence South Sixteen degrees and no minutes West (S.16°0'W.) a distance of Ninety-three and forty-four one-hundredths (93.44') to another fence post; thence South Twenty-three degrees and thirty-nine minutes East (S.23°39'E.) following the fence Two hundred and sixty-seven and ninety one-hundredths (267.90') feet to a fence post; thence South Seventy-eight degrees Thirty-three minutes East (S.78°33'E.) a distance of Five hundred and fifty-two and seventy one-hundredths (552.70') feet to a stake; thence South Sixty-two degrees and four and one-half minutes East (S.62°4½'E.) a distance of Six hundred and twenty-six and eighty one-hundredths (626.80') feet to a stake; thence North Thirty-four degrees and seventeen minutes East (N.34°17'E.) One hundred and seventy-two and eighty one-hundredths (172.80') feet to a concrete boundary mark placed on the division line between Lots Numbers Seventeen B and Eighteen B of the Fourth Range; thence North Thirty-four degrees and Seventeen minutes East (N.34°17'E.) Ninety-one and seventy-eight one-hundredths (91.78') feet to an iron pipe; thence North Three degrees and Twenty-four minutes West (N.3°24'W.) Two hundred and sixty and fifty-six one-hundredths (260.56') feet to another stake; thence North Thirty degrees and thirty-nine minutes East (N.30°39'E.) a distance of Two hundred and forty-one and twenty-seven one-hundredths (241.27') to a stake; thence North Sixty-three degrees and thirty-seven minutes East (N.63°37'E.) a distance of One hundred and ninety and forty-eight one-hundredths (190.48') feet to a stake; thence North Eighty-three degrees one minute East (N.83°1'E.) a distance of Two hundred and twelve and thirty-five one-hundredths (212.35') feet to an iron pipe; thence proceeding upon a line drawn at a distance of Two acres from the high water mark of the left bank of the said River Lac Ouareau looking down stream and following the windings and sinuosities of the said river always maintaining the said distance of Two acres from the said high water mark through Lot Number Eighteen B of the Fourth Range of the said Township of Rawdon to a point on the division line between the Third and Fourth Ranges of the said Township distant Two acres from high water mark of the said left bank of the river; thence along the said range line to the high water mark of said river.

All bearings in the above description are astronomic.

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The said parcel hereby sold is bounded as follows: On the Northwest by the land described as Parcel Five; on the South by the lands of the Third Range; on the one side by the high water mark of the River Lac Ouareau, on the left bank thereof looking down stream and on the other side by portions of Lots Numbers Seventeen A, Seventeen B and Eighteen B of the Fourth Range of the said Township of Rawdon.

10 All measurements in the following descriptions are horizontal and in English measure.

20 With the right of passage on foot with vehicles and animals at all times from the said sold property in, over and upon Lot Number Sixteen (16) in the said Fourth Range and at a place selected by the Vendor and reasonably convenient and suitable to the needs of the Purchaser from the present highway known as Front Street in the Town of Rawdon to communicate with an old roadway leading to the bend or bay in the River Ouareau at the head of the old channel.

30 Together with rights of way from one or more places in the said sold property to communicate therefrom with the public highway such rights of way to be exercised over and upon the Vendor's property on the right bank of the River Lac Ouareau looking downstream, the location of such rights of way to be determined by the Vendor in its discretion, the Vendor agreeing, however, insofar as the requirements or plans of the Vendor will permit and insofar as the same will not substantially or materially impair the sale value of the Vendor's property to grant such rights of passage to the Purchaser at such places as the Purchaser may reasonably require for its operations on the said sold property. Any and all such rights of way and right of passage above referred to shall be surveyed and described at the Purchaser's expense within one year from the First day of May next (1928) and when such rights of way have been determined upon the necessary servitude in favour of the said sold property will be established upon the land affected by such rights of way.

40 The portions of the said property over which the said rights of way are exercised shall be fenced at the Purchaser's expense if and when the Vendor so requires it.

Inasmuch as the Canadian National Railways purported to acquire from the late Henry Hanna part of the property hereby sold and the error has been drawn to their attention and a correction is forthwith to be made the Vendor undertakes that such correction will be completed with all reasonable despatch along the lines and on

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the basis now proposed of which the Purchaser has cognizance and approves.

10 The Vendor declares that the Canadian National Railways is using a part of the said sold property though no conveyance thereof has been made by the Vendor to it and the Vendor therefore subrogates the Purchaser without warranty as aforesaid, however, in all its rights against the said Canadian National Railways which may arise or may have arisen by reason of the Railway Company using- or having used part of the said sold property.

The said sold property is shown on the sketch hereto annexed signed ne varietur by the parties and the said Notary.

20 As the said property now subsists with all its rights, members and appurtenances without exception or reserve of any kind on the part of the Vendor, except that the Vendor reserves as a servitude upon the said sold property in favour of the other portions of the said Lots 16B and 15B in the Fifth Range of Lots 742, 743, 746, 747, 748 and 749 of the Parish of Ste. Julienne and of Lots 16 and 17A in the Fourth Range of the Township of Rawdon, rights of passage on foot and with vehicles and animals at such places as the Vendor may require from time to time, over, upon, in and through the said sold property to connect the property of the Vendor on each or either side of the said River, and also the right to bridge the river at any convenient places for such purpose if desired, always provided that in the exercise of this servitude due regard will be had not to interfere with the full hydraulic development of the property hereby sold  
30 or any roadways opened or operated by the Purchaser or the reasonable convenience of the Purchaser in other respects; the Vendor shall, however, have no right of passage at any time in, over or along any dam or power house at any time hereafter constructed across the said river.

#### TITLE

40 The Vendor acquired the said sold property under the terms of a Deed of Sale from Robert Reford and Donald William Ross to it executed before R. H. Clerk, Notary, on the Seventeenth day of September, Nineteen hundred and twelve, registered in the Registry Office for the County of Montcalm under the Number 27401.

#### POSSESSION

The Purchaser will be the absolute owner of the said sold property from this date and will take possession thereof forthwith.

## VENDOR'S DECLARATIONS

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The Vendor declared and covenanted with the Purchaser as follows:

- 10
10. That the said sold property is free and clear of all assessments and rates general and special affecting the said property to the First day of May, Nineteen hundred and twenty-eight, and it hereby binds and obliges itself to pay upon the demand of the Purchaser all such assessments and rates general and special as may not in fact have been paid to that date.
  20. That it has not encumbered the said sold property in any way.

## CONDITIONS

20 The present Sale is thus made subject to the following conditions to the fulfilment whereof the Purchaser binds and obliges itself, namely:

- 30
10. To pay the cost of this Deed and of its registration.
  20. To pay all assessments and rates general and special imposed upon the said sold property from the First day of May, Nineteen hundred and twenty-eight, and the proportion from that date of the municipal taxes for the year then current.
  30. To allow the Vendor at all reasonable times to take communication of the certificates of search, title deeds and other documents and plans of the said sold property which the Vendor has delivered to it prior to the execution hereof.

## PRICE

40 The present Sale is thus made for and in consideration of the price and sum of One dollar and other good and valuable considerations which the Vendor acknowledged to have received from the Purchaser partly before and partly at the execution hereof whereof quit.

## COVENANT TO EXECUTE FURTHER DEEDS, ETC.

The Vendor and the Purchaser hereby bind and oblige themselves reciprocally to execute all such other and further deeds, documents and writings as may be necessary or desirable in order effectually to carry out the present sale and should any property intended to be sold hereby have been omitted in error or improperly included

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or should it have been insufficiently described to execute on demand but at the expense of the party requesting the same all such further deeds, documents and writings as such other party may reasonably require in order to establish the rights of each party to the property so omitted, improperly included or insufficiently described.

10 The Vendor specially undertakes to have the present Sale confirmed by the Estates Robert Reford and Donald William Ross insofar as certain rights derived from Henry Hanna are concerned, such confirmation to be evidenced by a notarial acte to be executed forthwith.

20 The present Sale is entered into in fulfilment of the Vendor's obligations under a certain option granted by it to Quebec Southern Power Corporation dated the tenth day of December, Nineteen hundred and twenty-six, which option was later acquired by the Purchaser and under an agreement subsequently entered into by the Vendor with the Purchaser and the Parties declare that they have no claims to make one against the other by reason of such option and agreement.

WHEREOF ACTE:

THUS DONE AND PASSED at the City of Montreal this twenty-seventh day of April, Nineteen hundred and twenty-eight and of record in the office of the undersigned Notary under the Number Four thousand nine hundred and seventy-one.

And after due reading hereof the Parties signed in the presence of the said Notary.

30 THE DORWIN FALLS IMPROVEMENT CO.  
LIMITED

(Signed) RORT. W. REFORD,  
President.

" R. B. ROSS, JR.,  
Secy.-Treas.

GATINEAU POWER COMPANY

40 (Signed) G. GORDON GALE,  
Vice-President and  
General Manager.

" G. C. MARLER, N.P.

A true copy of the original hereof remaining of record in my office.

G. C. MARLER, N.P.

EXHIBIT P-49

*In the  
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Exhibit P-49.  
Agreement  
Between  
Dorwin Falls  
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Ltd. and Quebec  
Southern Power  
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May 27th, 1927.

AGREEMENT BETWEEN DORWIN FALLS IMPROVEMENT  
CO. LTD. AND QUEBEC SOUTHERN POWER  
CORP., MAY 27, 1927

BEFORE Mtre. DONALD McKENZIE ROWAT, the undersigned  
Notary Public for the Province of Quebec, practising at  
the City of Montreal,

10

APPEARED:

GEORGE ARCHIBALD CAMPBELL, of the City of  
Montreal, Advocate and King's Counsel,

WHO hath requested me, the undersigned Notary, to register,  
by way of memorial, an Agreement by and between THE DORWIN  
FALLS IMPROVEMENT COMPANY LIMITED, a corporation  
having its head office and principal place of business at the City of  
20 Montreal and THE QUEBEC SOUTHERN POWER CORPORA-  
TION, a corporation having its head office and principal place of  
business at the City of Montreal, executed by the said two corpora-  
tions in the presence of Robert C. McMichael, King's Counsel, and  
the Appearer at the City of Montreal, the tenth day of December,  
One thousand nine hundred and twenty-six, duly authenticated on  
the eighteenth day of May, One thousand nine hundred and twenty-  
seven by the Affidavit of the Appearer before A. S. Bruneau, a Com-  
missioner of the Superior Court for the District of Montreal,

30

Under the said Agreement The Quebec Southern Power Corpo-  
ration is given the option to purchase from The Dorwin Falls Im-  
provement Company Limited all its rights title claim and interest  
in and to the property hereinafter described at any time between  
the date of the said Agreement and the hour of five o'clock in the  
afternoon of the First day of May, One thousand nine hundred and  
twenty-eight, for the price or sum of TWO HUNDRED THOU-  
SAND DOLLARS, payable in the manner set out in the said Agree-  
ment, and subject to all the accessory terms and conditions of said  
Agreement.

40

The Quebec Southern Power Corporation is further given the  
option to purchase all the right, title, claim and interest of The Dor-  
win Falls Improvement Company Limited in such certain adjacent  
land as may be necessary for the full development of its water power,  
such additional land to be purchased at TWENTY-FIVE DOLLARS  
an acre, the whole subject to the accessory terms and conditions set  
out in the said Agreement.

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The consideration of the said option is TWENTY-FIVE THOUSAND DOLLARS, which sum the parties in the said Agreement acknowledge to have deposited in the hands of MONTREAL TRUST COMPANY, to be held by such Trust Company under the provisions of the said Agreement.

10 The property above referred to which is subject to the main option under the said Agreement is described as follows, the description being taken textually from Schedule "A" referred to in the said Agreement:—

DESCRIPTION.

(a) The bed of the River Ouareau as acquired by the Company or its auteurs from the Government of the Province of Quebec under the terms and conditions of Letters Patent dated the Seventeenth day of September, One thousand nine hundred and six.

20 (b) A strip of land on the right bank of the River Ouareau, Three hundred feet (300') in depth, calculated from the high water mark on such right bank and extending from the range line between Ranges 3 and 4, Parish of Ste. Julienne, in lot Number Seven hundred and forty-nine (749) of the said Parish, on the north east side of such lot and following the sinuosities of the river up to the intersection line between Lots Sixteen-A and Sixteen-B (16a and 16b) of the Fifth Range of Rawdon.

30 (c) A strip of land of unequal width and irregular form on the left bank of the River Ouareau, commencing at a point on the crest of the bank of the River Ouareau near the north eastern corner of the Company's property known as Lot Number Sixteen (16) in the Fifth Range, Township of Rawdon, (approximately indicated by a cross on the blue print plan attached hereto) and thence proceeding down-stream along the crest of the bank of the said River till a bay or bend of the River is reached near the point marked "Old Channel", in Lot Number Sixteen (16), on the blue print plan attached hereto, thence following along on the crest of the hill on the Rawdon village side of the valley containing the said Old Channel in Lot Number Sixteen (16), thence continuing along the crest of the bank  
40 through Lot Number Seventeen-A (17a) to the line of division between Lots Numbers Seventeen-A and Seventeen-B (17a and 17b).

(d) A strip of land of about two acres in width measured from the high water mark on the left bank of the River Ouareau, partly in Lot Number Seventeen-B (17B) and partly in Lot Number Eighteen-B (18b) in the Fourth Range of Rawdon, commencing at the line of division between Lots Numbers Seventeen-A and Seventeen-



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B (17a and 17b) and following down-stream as above described till the southerly limit of Lot Number Eighteen-B (18b) is reached.

(e) The Company's right, title and interest (if any) in and to an irregular strip of land along the left bank of the said River, commencing at the line of division between Lots Numbers Sixteen and Sixteen-B (16 and 16b) in the Fifth Range of Rawdon at the point approximately indicated by a cross on the blue print plan hereto annexed, following the sinuosities of the River up to the intersection  
10 line between Lots Numbers Sixteen-A and Sixteen-B (16a and 16b) on the said left bank of the River.

The parties declare that it is understood and agreed that the whole of the above described strips or parcels of land are approximately shown in yellow on the blue print plan hereto annexed marked "Department of Lands and Forests, Quebec, September 17th, 1906".

The property hereinabove described consists of parts of Lots Sixteen B and Fifteen B in the Fifth Range and Lots Sixteen, Seventeen A, Seventeen B and Eighteen B in the Fourth Range, on  
20 the Official Plan and Book of Reference of part of the Township of Rawdon and of parts of Lots Seven hundred and forty-two, Seven hundred and forty-three, Seven hundred and forty-six, Seven hundred and forty-seven and Seven hundred and forty-eight and Seven hundred and forty-nine on the Official Plan and Book of Reference of the Parish of Ste. Julienne.

The Appearer, therefore, requires registration of this Memorial in order that its right of option or rights of option and other rights  
30 under the said Memorial of Agreement may be protected by their registration against the above described property.

WHEREOF ACTE:

At the City of Montreal.  
May the twenty-seventh.  
Nineteen hundred and twenty-seven.

Number Eleven thousand five hundred and thirty-one.

AND AFTER DUE READING HEREOF the parties signed  
40 with the undersigned Notary.

(Signed) GEO. A. CAMPBELL.  
( " ) DONALD M. ROWAT, N.P.

A true copy of the original hereof remaining of record in my office.

(Signed) DONALD M. ROWAT, N.P.  
(SEAL)

EXHIBIT P-50

*In the  
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Exhibit P-50.  
Deed of Sale,  
Charles Lefebvre  
and Dame  
Marie Louise  
Sylvestre to  
Shawinigan Water  
& Power Co.,  
Aug. 14th, 1925.

DEED OF SALE, CHARLES LEFEBVRE AND DAME MARIE  
LOUISE SYLVESTRE TO SHAWINIGAN WATER  
& POWER CO., AUGUST 14, 1925

BEFORE DAKERS CAMERON, the undersigned Notary  
for the Province of Quebec, practising at the  
City of Montreal,

10

APPEARED CHARLES ALFRED MAURICE LEFEBVRE,  
of the City of Montreal, Accountant, and Dame MARIE LOUISE  
MATHILDE SYLVESTRE, of the City of Montreal, widow of the  
late MICHEL THEODORE LEFEBVRE, Sr, in his lifetime of the  
same place, Manufacturer; hereinafter styled the " VENDORS "

WHO have by these presents sold and conveyed with legal war-  
ranty,

20

UNTO THE SHAWINIGAN WATER & POWER COM-  
PANY, a body corporate, having its principal place of business at  
the City of Montreal; hereinafter styled the " PURCHASER ";  
hereto present and accepting by WILLIAM STEPHEN HART the  
Treasurer and JAMES WILSON the Secretary thereof, both of  
Montreal, hereunto duly authorized in virtue of a Resolution of  
the Board of Directors of said Company passed at their meeting  
held on the fourteenth day of October One thousand nine hundred  
and fifteen, a certified copy whereof is hereunto attached signed for  
identification by the undersigned Notary, the following immoveable

30 property, namely:—

DESCRIPTION

FIRST: A certain tract of land situate partly in the Parish  
of St. Justin, Atkinson Reserve, known and designated as subdivi-  
sion number one of lot number sixty-nine (69-1) of the Official  
Cadastre of the County of Maskinonge for the said Parish of St.  
Justin and partly in the Parish of Ste. Ursule, St. Louise Concession,  
known and designated as subdivision number one of lot number four  
hundred and eighty-five (485-1) and lots numbers six hundred and  
40 thirty-nine (639) and four hundred and eighty-nine (489) of the  
Official Cadastre of the County of Maskinonge for the said Parish  
of Ste. Ursule.

With the bed of the river, canal and water power.

There is, however, reserved from the present sale the right of  
way actually occupied by the Great Northern Railway Company, or

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representatives, and also the strip of land acquired by the Canadian Northern Quebec Railway Company on the 7th day of April 1921 from the said C. A. M. Lefebvre and Dame Marie Alice Saucier, wife separate as to property of Alcide Lebrun, N.P., by deed executed before L. Lessard, N.P., registered in the Registry Office for the County of Maskinonge under the number 38997; and also the strip of land acquired by the Canadian Northern Quebec Railway Company on the 8th day of February 1922 from the said C. A. M. Lefebvre, by deed executed before L. Lessard, N.P., registered in the said Registry Office under the number 39691.

It is further agreed that a strip of land, forming part of the said subdivision number One of said Lot number Four hundred and eighty-five, with the buildings thereon erected, and presently occupied by Michel Theodore Lefebvre, is not included in the present sale. The said strip of land is bounded on the north by the right of way of the Great Northern Railway (now known as the Canadian National Railways), on the south by the dividing line between the said subdivision number One of said Lot number Four hundred and eighty-five and Lot number Four hundred and eighty-four (485-1 & 484) of the Parish of St. Ursule, and on each side by an imaginary line drawn one hundred feet from each side of the house and running parallel with the dividing line between the said subdivision number one of lot number Four hundred and eighty-five and lot number Four hundred and eighty-five of the Parish of St. Ursule.

The Vendors agree that the purchaser shall at all times have the right of passage on foot or with vehicles across said lot number Four hundred and eighty-nine which connects with the public road.

SECOND: 1st. A piece of land situate in the Parish of St. Didace in the First Concession of California, County of Maskinonge, containing about five arpents in superficies forming part of lot number five hundred and ninety-two (pt. 592) of the Official Plan and Book of Reference of the Cadastre for the Parish of St. Didace; bounded in front by the River Maskinonge in rear by the property of Adelard Lamontagne, or representatives, and on the other side by the property of Alfred Allard or representatives; with the right of passage to communicate between the said piece of land and the road of the California Range and crossing the lot number five hundred and ninety-two of the said Official Plan and Book of Reference.

2nd. A lot of land in the said Parish of St. Didace, in the Fourth Range of Lanaudiere, and known as lot number one hundred and thirty (130) of the Official Plan and Book of Reference of the Cadastre of the Parish of St. Didace.

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3rd. A lot of land in the Parish of St. Didace in the Fourth Range of Lanaudiere, known as lot number one hundred and thirty-three (133) of the Official Plan and Book of Reference of the Cadastre of the Parish of St. Didace.

THIRD: 1st. All and every the property and rights whatsoever without exception acquired by the said Dame Marie Louise Mathilde Sylvestre from the Crown by Letters Patent under the Great Seal of the Province of Quebec, dated the seventeenth day of  
10 May nineteen hundred and seven, and therein described as follows—

All the rights which the Government may have in a portion of the bed of the Maskinonge River, situate in the County of Maskinonge in our said Province of Quebec, containing by measurement a superficies of thirteen (13) arpents more or less, with the ordinary reserve for Public Roads; which said part of the bed of the River Maskinonge may be described as follows:—

20 The rights which the Government may have in the part of the bed of the River Maskinonge in the Seigniorie of Lanaudiere, comprised said part of the Bed of the River Maskinonge between the high water lines of the said River and extending from the Prolongation, across the said River, of the line separating lots number four hundred and eighty-five (485) and four hundred and ninety-two (492) of the Cadastre of the Parish of St. Ursule, County of Maskinonge, to the prolongation, across the said River, and as well on one side as on the other side of l'Isle de la Chute, of the line separating lots numbers six hundred and thirty-nine (639) and six hundred  
30 and forty (640) of the said Cadastre of the Parish of Ste. Ursule; the said part of the Bed of the River Maskinonge being shewn colored yellow on the plan hereto annexed and having a superficies of thirteen (13) square arpents more or less, also all the rights which the Government may have in the water power, islets, rocks, shoals, etc, to be found between the limits hereinabove described.

2nd. All and every the property and rights whatsoever without exception acquired by the said Dame Marie Louise Mathilde Sylvestre from the Crown by Letters Patent under the Great Seal of  
40 the Province of Quebec, dated the twenty-ninth day of May nineteen hundred and seven and therein described as follows:—

All the rights which the Government may have in two stretches of the bed of the River Maskinonge situate in the County of Maskinonge in Our Province of Quebec, containing by measurement two hundred and fifty-two square arpents, more or less, with the ordin-

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ary reserve for Public roads; which said two stretches of the bed of the River Maskinonge may be otherwise described as follows, that is to say:—

- 10 1°. The rights which the Government may have in a portion of the bed of the River Maskinonge in the Seigniory of Lanaudiere, comprised said part of the bed of the River Maskinonge between the high water levels or marks of said River and extending from a line drawn across the said River, following a course South forty-five degrees West (S. 45° W) ast., from the South-Western extremity of the point of land of lot number one hundred and seventy-one (171) of the Official Cadastre of the Parish of St. Gabriel de Brandon, at the origin of the said River, in Lake Maskinonge, to the prolongation across the said River of the line separating lots numbers four hundred and eighty-five (485) and four hundred and ninety-two (492) of the Official Cadastre of the Parish of Ste. Ursule in the said County of Maskinonge, covering an extent of Two hundred and thirty-five square arpents, more or less.
- 20 2°. The rights which the Government may have in the portion of the bed of the River Maskinonge in said Seigniory of Lanaudiere, comprised said portion of the bed of the said River, between the high water levels or marks of the said River and extending from the prolongation across the said River, and as well on one side as on the other side of l'Isle de la Chute, from a line separating lots numbers six hundred and thirty-nine and six hundred and forty of the Official Cadastre of the Parish of Ste. Ursule, County of Maskinonge, to a line drawn across the said River joining the line separating lots numbers sixty-four (64) and sixty-five (65) of the Official Cadastre of the Parish of St. Justin, County of Maskinonge, to the line separating lots four hundred and seventy-four (474) and four hundred and seventy-six (476) of the said Official Cadastre of the Parish of Ste. Ursule, covering an extent of seventeen (17) square arpents, more or less; and all the rights which the Government may have in the islands, islets, rocks, falls, rapids, water powers, etc., situate within the limits above described. The said two stretches of the River Maskinonge are shewn colored red on the plan hereto annexed.
- 30
- 40 As the said immoveable properties now subsist with all their rights, members and appurtenances without exception or reserve of any kind on the part of the Vendors.

#### TITLE

The Vendors acquired the said sold property and rights by good titles.

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POSSESSION

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The Purchaser will be the absolute owner of the said properties from this date and will take possession thereof forthwith.

VENDORS' DECLARATIONS

The Vendors declared and covenanted:—

10 1st. That the said property is held under the tenure of *franc alev roturier*, having been duly commuted and the price of commutation paid.

2nd. That the same is free and clear of all assessments and rates, both general and special, to the date hereof, and of all hypothecs and encumbrances.

20 3rd. That the said Charles Alfred Maurice Lefebvre is a bachelor. That as long as Joseph A. Lefebvre had any interest in the property he was a bachelor.

PRICE

This sale is thus made for and in consideration of the price and sum of One hundred and twenty-five thousand dollars which the Vendors acknowledge to have been received from the Purchaser partly before and partly at the execution hereof, whereof quit.

WHEREOF ACTE:

30 DONE AND PASSED at the said City of Montreal, on this fourteenth day of August nineteen hundred and twenty-five, and of record in the office of the undersigned Notary under the number nine thousand eight hundred and forty-seven.

And after due reading hereof the said Appearers signed in presence of said Notary.

	(Signed)	MAURICE LEFEBVRE
	( " )	M. L. MATHILDE SYLVESTRE LEFEBVRE
40	(Seal) ( " )	W. S. HART, Treasurer.
	(Excise Stamp) ( " )	JAS. WILSON, Secretary.
	( " )	DAKERS CAMERON, N.P.

A TRUE COPY of the original hereof remaining of record in my office.

DAKERS CAMERON, N.P.

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EXTRACT FROM MINUTES OF MEETING OF THE DIRECTORS OF THE SHAWINIGAN WATER AND POWER COMPANY, HELD AT THE COMPANY'S OFFICE, 611 POWER BUILDING, MONTREAL, ON THURSDAY THE FOURTEENTH DAY OF OCTOBER 1915 AT TWELVE O'CLOCK NOON.

10 It was moved by Mr. J. C. Smith,  
Seconded by Mr. Murphy

AND RESOLVED that any two Officers of the Company, acting together, namely: the President, a Vice President, Treasurer or Secretary are authorized and empowered to sign and execute, on behalf of the Company, deeds for the purchase or sale by the Company of any parcel or parcels of real estate which the Company may desire to acquire or dispose of in connection with the development of the Company.

20 Certified a true extract.

(Signed) JAS. WILSON,  
Secretary.

Montreal, May 13, 1925.

(SEAL)

30 A TRUE COPY.  
DAKERS CAMERON, N.P.

This is the Resolution of Directors referred to in the deed of Sale from Charles A. M. Lefebvre et al to The Shawinigan Water & Power Company executed before the undersigned Notary this fourteenth day of August one thousand nine hundred and twenty-five.

In test: veritatis:—

40 A TRUE COPY.  
DAKERS CAMERON, N.P.

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Exhibit P-51.  
Promise of Sale,  
Mrs. Robert  
Reford to  
Jules A. Brillant,  
April 13th, 1922.

EXHIBIT P-51

(SEAL)

PROMISE OF SALE—MRS. ROBERT REFORD TO JULES A.  
BRILLANT, APRIL 13, 1922

10 L'an mil neuf cent vingt-deux, le Treizième jour d'Avril,  
DEVANT Mtre EDOUARD CHOLETTE, Notaire pour la Pro-  
vince de Québec, résidant et pratiquant en la Cité de Montréal.

COMPARAIT:

DAME MARY ELSIE STEPHEN MEIGHEN, épouse sé-  
parée de biens par Contrat de Mariage de M. ROBERT W.  
REFORD, demeurant en la Cité de Montréal, Agent Maritime,  
dûment autorisée à l'exécution des présentes par son mari le dit  
20 Robert W. Reford, ici présent à cet effet, ci-après nommée,

PARTIE DE PREMIERE PART:

LAQUELLE promet de vendre, céder et transporter, avec  
garantie de fournir et faire valoir, à

JULES A. BRILLANT, Gérant de la Compagnie d'Amqui,  
résidant à Rimouski, ici présent et acceptant cette Promesse de  
Vente, ou ses héritiers, représentants ou ayants droit,  
30

PARTIE DE SECONDE PART:

Partie des Lots Numéros Quatre-vingt-quinze, Quatre-vingt-  
quinze B, les Lots Numéros Quatre-vingt-quinze A et Quatre-vingt-  
quinze C, partie du lot Numéro Quatre-vingt-dix-sept (p. 95, p. 95  
B, 95 A, 95 C, p. 97) au Cadastre Officiel de la Paroisse de St-Octave  
de Métis; le Lot N° Quatre cent quarante-six, partie des Lots  
Quatre cent soixante-quatre et Quatre cent soixante-cinq (446, p.  
464, p. 465) au Cadastre Officiel de la Paroisse de Ste-Flavie, la  
40 dite propriété pouvant être plus particulièrement décrite de la  
manière suivante:

Partant dans la Paroisse de St-Octave de Métis, à la ligne-limite  
du Canton Cabot, à un point sur la ligne de séparation entre les  
lots Numéros Quatre-vingt-quatorze et Quatre-vingt-quinze (94 et  
95) de là s'étendant dans la direction Nord le long de cette dernière  
ligne entre les lots Numéros Quatre-vingt-quatorze et Quatre-vingt-



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10 quinze (94 et 95) sur une distance de deux mille trois cents pieds, plus ou moins, puis de là tournant à angle droit vers l'ouest dans la direction de la rivière Métis s'étendant vers le point de rencontre de la ligne du Fief Pachot avec le rivage de la rivière; de là en droite ligne se dirigeant faiblement vers le Sud jusqu'à l'autre côté de la rivière à un point où la ligne séparant les Numéros Quatre cent soixante-quatre et Quatre cent soixante-cinq (464-465) coupe la rive de la rivière, de là se dirigeant de nouveau vers l'ouest en traversant le lot Numéro Quatre cent soixante-cinq (465) jusqu'à la ligne entre  
20 les Numéros Quatre cent soixante-cinq et Quatre cent soixante-six (465-466) à un point se trouvant approximativement à huit cent soixante-dix pieds au Nord de la ligne Nord de la propriété du chemin de fer Canada and Gulf Terminal, puis traversant la dite propriété du chemin de fer Canada and Gulf Terminal et suivant une ligne irrégulière vers le Sud par le milieu du Lot Numéro Quatre cent soixante-cinq (465) jusqu'à la ligne frontière du Canton Cabot, et de là retournant au point de départ en suivant la ligne du Canton Cabot, ceci comprenant entre les lignes Est et Ouest ci-dessus décrites, toute la partie Sud de la propriété appartenant à la partie de première part.

La propriété ci-dessus décrite est montrée sur un Plan en date du Vingt-quatre mars, mil neuf cent vingt un échelle de quatre cents pieds au pouce, préparé par Malcolm D. Barclay, Q.L.S., dont copie d'une partie est annexée aux présentes pour fins d'identification.

30 La location exacte des points où le Fief Pachot rencontre la rivière Métis, où la ligne entre les lots Numéros Quatre cent soixante-quatre et Quatre cent soixante-cinq (464-465) rencontre la dite rivière, et les points de division entre la propriété vendue et celle restant à la Partie de Première Part sur la ligne séparant les lots Quatre-vingt-quatorze et Quatre-vingt-quinze (94-95) et sur la ligne séparant les lots Numéros Quatre cent soixante-cinq et Quatre cent soixante-six (465-466) seront déterminés par arpentage aussitôt que possible.

40 La dite propriété comprend tous les droits, titres et possessions de la Partie de la Première Part de toute nature, comprenant les chutes connues sous le nom de " Chutes du Grand Métis ", les droits de pouvoir d'eau dans la rivière elle-même et le lit de la dite rivière, mais à l'exclusion des droits de pêche sur cette partie de la rivière Métis contenue dans les limites de la propriété décrite ci-dessus, la Partie de la Première Part se réservant les dits droits et aussi le droit de vaquer et passer sur la dite propriété pour les fins de l'exercice et de l'usage de ses dits droits réservés, le tout sans préjudice

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aux droits et besoins de l'exploitation de la dite propriété par la Partie de Seconde Part.

10 La propriété vendue comprendra aussi les droits de la Partie de Première Part sur une lisière de terrain entre les lots Numéros Quatre cent soixante-quatre et Quatre cent soixante-cinq servant de chemin de la propriété ci-dessus décrite au chemin public au Sud de la propriété ci-dessus décrite; et aussi un droit de passage de douze pieds de largeur le long de la ligne Est du Numéro Quatre-vingt-quinze (95) à partir de la borne Nord de la propriété ci-dessus décrite et se prolongeant vers le Nord jusqu'au lot Numéro Quatre-vingt-dix-sept (97) près du moulin à farine et de là à travers le lot Quatre-vingt-dix-sept (97) pour joindre le chemin venant du moulin à farine.

Ce dernier chemin s'il est utilisé par la Partie de Seconde Part devra être clôturé par elle;

20 La Partie de Première Part pourra remplacer ce dernier chemin le long du lot Quatre-vingt-quinze (95) en obtenant pour la Partie de Seconde Part un titre parfait à une sortie sur le terrain du chemin de fer Canada and Gulf Terminal, depuis la limite sud-est du terrain vendu jusqu'au chemin public.

30 Les Parties déclarent qu'il y a enregistrée sur parties des lots Numéros Quatre cent soixante-quatre et Quatre cent soixante-cinq (464-465) une servitude créée en faveur de Price Brothers dans un Acte de Vente de Price Bros. à Chrysostome Harton en date du Quatre Septembre, Mil huit cent quatre-vingt-dix-sept, enregistré à Rimouski sous le Numéro 30373, Reg. A., Vol. 35.

Sans admettre que tel enregistrement soit effectif ou que la dite servitude soit existante et valide, la Partie de Seconde Part, ses héritiers et représentants, s'engagent de respecter la dite servitude si elle existe.

40 Quant aux lots Numéros Quatre cent quarante-six, Quatre-vingt-quinze A, Quatre-vingt-quinze C et partie des lots Quatre-vingt-quinze et Quatre-vingt-quinze B (446-95 A, 95 C, p. 95 et p 95 B) Madame Reford s'engage à les vendre francs et quittes et avec garantie de fournir et faire valoir.

Le prix de vente sera de Quatre-vingt-cinq mille Piastres (\$85,000) dont vingt mille piastres immédiatement à l'exécution des présentes que la Partie de Première Part reconnaît avoir reçues, dont quittance pour autant, et la balance de Soixante-cinq mille Piastres

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(\$65,000) devant être payable d'aujourd'hui au Premier Octobre prochain (1922) sans intérêt.

Si la balance de Soixante-cinq mille dollars n'est pas payé au terme convenu (1 Octobre 1922), la présente Promesse de Vente sera nulle à toute fin. La Partie de Première Part aura alors le droit de retenir et garder Dix Mille Dollars (\$10,000) à titre de dommages liquidés et non comme pénalité sans mise en demeure ni procédure, et la balance de Dix Mille Dollars (\$10,000) sera alors remboursée  
10 et remise à la Partie de Seconde Part, ses héritiers ou représentants: le tout sans autre recours ni de part ni d'autre, sauf tel que prévu ci-après.

Sur paiement de la balance de Soixante-cinq mille Dollars (65,000) la Partie de Première Part s'engage à fournir titre bon et suffisant à la dite propriété et conforme aux présentes.

La présente Promesse de Vente est faite de plus aux conditions suivantes sans lesquelles le présent contrat n'aura pas été fait:—

20 1°. La Partie de Première Part ne sera pas tenue de fournir à la Partie de Seconde Part aucun contrat ou certificat de recherches relatifs à ces lots; les dits contrats et certificats demeureront la propriété de la Partie de Première Part qui s'engage cependant à donner à la Partie de Seconde Part des extraits certifiés des contrats se rapportant aux propriétés vendues.

La Partie de Seconde Part, ses successeurs ou représentants, auront la possession immédiate de la dite propriété et pourront faire exécuter par leurs ingénieurs ou employés tous les travaux préliminaires nécessaires à l'exploitation de la dite propriété, mais la  
30 Partie de Seconde Part ne pourra construire ou ériger aucuns travaux de nature permanente sur la dite propriété, et en particulier, ne pourrait placer aucun pilier, terrassement, construction en bois, ou autres travaux de même nature dans le lit de la rivière, avant le paiement du versement final de Soixante-cinq mille dollars (\$65,000). Aucun bois debout ne sera coupé sur la propriété avant le paiement final. Toutes constructions temporaires devront être placées sur la partie de la propriété qui se trouve en haut des chutes.  
40 Et au cas où le versement final ne serait pas payé le Premier Octobre Mil neuf cent vingt-deux (1er Octobre 1922), la Partie de Première Part aura le droit de forcer la Partie de Seconde Part à enlever toutes les constructions temporaires qui auraient pu être construites sur la dite propriété et cela aux frais et dépens de la Partie de Seconde Part.

La Partie de Seconde Part, ses héritiers ou représentants, devront, au moyen d'un barrage (boom) ou autrement, empêcher,

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durant la construction, tous débris provenant de la propriété vendue de descendre la dite rivière plus bas que la dite propriété, mais rien dans la présente clause ne pourra être interprété de manière à obliger la Partie de Seconde Part à arrêter la descente des débris ordinairement charroyés par la dite rivière.

10      Aucun déchet, détritux, huiles, ou autres matières de nature à polluer l'eau de quelque façon ne devra être jeté, déversé, ou autrement introduit dans la rivière de cette partie de la propriété vendue par la Partie de Première Part, et dans le contrat de vente qui sera passé en conformité au présent arrangement, cette prohibition devra être mentionnée comme une servitude perpétuelle sur la propriété vendue en faveur de la propriété appartenant actuellement à la Partie de la Première Part et située en aval.

20      La Partie de la Seconde Part, ses successeurs et représentants, devront protéger cette partie de la rivière coulant à travers la propriété à être vendue contre les braconniers ou pêcheurs non autorisés, en autant qu'il leur sera possible, à l'aide de leurs employés ordinaires, sans cependant être tenus d'employer à leurs frais un gardien spécial à cette fin.

30      Si, dans le cours de la construction ou par le fait de la mise en opération et de l'exploitation des usines de pouvoir que la Partie de la Seconde Part pourra ériger et exploiter sur le terrain acquis, il se produisait quelqu'éboulis ou érosion des rives de la rivière en aval de la propriété vendue et sur la propriété de la Partie de la Première Part, alors la Partie de la Première Part ne sera pas responsable des dommages qui pourraient être causés à la Partie de la Seconde Part, soit par le refoulement de l'eau ou par l'érosion des dites rives. D'un autre côté, la Partie de la Seconde Part ne sera pas tenue d'aucun dommage de ce fait envers la Partie de la Première Part, mais la Partie de la Seconde Part aura droit, si elle le désire, de faire disparaître, sous la surveillance de la Partie de la Première Part, les obstructions résultant de la dite érosion.

40      La Partie de la Seconde Part, ses successeurs et représentants ne devront pas permettre qu'aucun privilège d'employés, de constructeurs, ou autres droits soient enregistrés sur les dits lots vendus jusqu'à ce que le versement final de Soixante-cinq mille dollars soit effectué, et ceci, sous peine d'annulation du présent arrangement.

Cette vente sera faite à charge par la Partie de la Seconde Part de payer toutes taxes et cotisations à échoir à l'avenir, quitte de toutes échéances jusqu'à la date des présentes.

La Partie de la Seconde Part, ses héritiers et représentants

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(continued)

s'engagent aussi après la passation du Contrat de Vente à clôturer la propriété vendue de manière à la séparer du reste de la propriété de la Partie de la Première Part, la dite clôture devant comprendre au moins quatre bornes permanentes marquant la ligne de séparation entre les deux propriétés et être faite en broche à clôture du genre de celle ordinairement employée pour garder les moutons.

10 La Partie de la Première Part aura aussi le droit d'ériger un grillage ou autre protection pour empêcher le saumon de pénétrer dans tout tuyau placé sur la propriété vendue, à la condition spéciale que ce droit soit exercé de manière à ne nuire d'aucune façon au bon fonctionnement de toutes machineries ou autres ouvrages érigés sur la dite propriété.

20 Dans le cas où la Partie de la Seconde Part transporterait ses droits à la présente Promesse de Vente à tout autre personne ou compagnie les dites personnes ou compagnies devront assumer toutes les obligations contenues en icelle. Et c'est une partie *sine qua* non du présent arrangement que toutes les conditions formeront partie du Contrat de Vente final.

30 La Partie de la Seconde Part convient de construire et mettre en opération ses travaux de façon qu'en tout temps durant la saison de la pêche au saumon et du fraiage des saumons, savoir à peu près du Quinze Juin au Quinze Novembre de chaque année, elle permettra qu'une quantité suffisante d'eau passe dans la rivière pour maintenir le niveau de telle façon à ce qu'il ne soit jamais plus bas que le minimum ordinaire fixé comme ci-dessous, dans la partie de la rivière en aval de l'usine du pouvoir hydraulique projeté et en amont de l'écluse du moulin à farine pourvu que le débit naturel de la rivière soit suffisant pour maintenir naturellement le dit niveau minimum durant la période ci-dessus mentionnée chaque année. Le dit niveau minimum devra être établi par les parties aux présentes et désigné par une marque permanente de métal ou béton attachée au roc de la rive de la rivière.

40 Si les Parties aux présentes ne s'entendent pas pour établir le dit niveau minimum elles devront nommer un arbitre et si elles ne s'entendent pas sur le choix de cet arbitre, ce dernier sera choisi par un juge de la Cour Supérieure.

Le coût du présent contrat sera payé par la Partie de la Seconde Part:

DONT ACTE:

*In the  
Superior Court*

Exhibit P-51.  
Promise of Sale,  
Mrs. Robert  
Reford to  
Jules A. Brillant,  
April 13th, 1922.  
(continued)

FAIT ET PASSE en la Cité de Montréal, les jour, mois et an  
ci-dessus mentionnés et sous le Numéro Vingt-et-un-mille cinq cent  
quarante des Minutes du Notaire soussigné.

ET LECTURE FAITE les Parties ont signé en la présence du  
dit Notaire.

10 (Signé) ELSIE STEPHEN REFORD,  
" ROBERT W. REFORD,  
" J. A. BRILLANT,  
" EDOUARD CHOLETTE, N.P.

VRAIE COPIE de la minute des présentes demeurée en mon  
étude.

EDOUARD CHOLETTE, N.P.

*In the  
Superior Court*

Exhibit P-52.  
Deed of Sale,  
Mrs. Robert  
Reford to Jules  
A. Brillant,  
Aug. 22nd, 1922.

EXHIBIT P-52

20 DEED OF SALE, MRS. ROBERT REFORD TO JULES A.  
BRILLANT, AUGUST 22nd, 1922

L'an mil neuf cent vingt-deux, le vingt-deux août. Devant  
Mtre Georges Léonidas Dionne, notaire public, pour la Province de  
Québec, résidant et pratiquant en le village de St-Benoit, Joseph  
Labre d'Amqui,

30 COMPARAIT:—

Dame Marie Elsie Stephen Meighen, épouse séparé de biens  
par contrat de mariage de M. Robert W. Reford, demeurant en la  
cité de Montréal, Agent Maritime, dûment autorisée à l'exécution  
des présentes par son mari le dit Robert W. Reford, ici présent à  
cet effet; ci-après nommée,

PARTIE DE PREMIERE PART:

40 Laquelle, en conformité à la promesse de vente authentique  
passée devant Mtre Edouard Cholette, notaire, à Montréal, le 13  
avril 1922, sous le N° 21540 de ses minutes, vend, cède et transporte  
par les présentes, avec garantie de fournir et faire valoir, à

JULES A. BRILLANT, gérant de la Compagnie Electrique  
d'Amqui, résidant à Rimouski, ici présent et acceptant, acquéreur  
pour lui, ses héritiers, représentants ou ayants droit,

PARTIE DE SECONDE PART:

*In the  
Superior Court*

Exhibit P-52.  
Deed of Sale,  
Mrs. Robert  
Reford to Jules  
A. Brilliant,  
Aug. 22nd, 1922.  
(continued)

Un emplacement ou lot de terre situé partiellement en la paroisse de St-Octave de Métis et partiellement en la paroisse de Ste-Flavie, comté de Rimouski, Province de Québec, comprenant parties des lots quatre-vingt-quinze, quatre-vingt-quinze A et quatre-vingt-quinze B (95, 95-A et 95-B), la totalité du lot quatre-vingt-quinze C (95-C) en la paroisse de St-Octave de Métis et partie des lots quatre cent soixante et quatre et quatre cent soixante et cinq (464 et 465), et la totalité du lot quatre cent quarante-six (446) en la paroisse de Ste-Flavie, le tout borné vers le nord-ouest

10 par partie du lot quatre-vingt-quinze, lot quatre-vingt-quinze-B, partie du lot quatre-vingt-quinze-A (95, 95-B, pte 95-A) en la paroisse de St-Octave, et par partie des lots quatre cent soixante et quatre, et quatre cent soixante-cinq (464 et 465) en la paroisse de Ste-Flavie, vers le sud-est en partie par le Canton de Cabot et par partie des lots quatre cent soixante et quatre et quatre cent soixante-cinq (464 et 465) de la paroisse de Ste-Flavie, vers le nord-est par le lot quatre-vingt-quatorze (94) de la paroisse de St-Octave de Métis et vers le sud-ouest par le lot quatre cent soixante-six (466) et partie du lot quatre cent soixante-cinq (465) de la paroisse de

20 Ste-Flavie. Le dit emplacement ou lot de terre étant de figure irrégulière et plus particulièrement décrit comme suit:

Commençant à la ligne de division nord du canton de Cabot au point d'intersection de la ligne de division entre les lots quatre-vingt-quatorze et quatre-vingt-quinze (94 et 95) de la paroisse de St-Octave de Métis et la dite ligne de division du canton de Cabot (point A sur le plan annexé) et suivant la dite ligne de division entre les lots quatre-vingt-quatorze et quatre-vingt-quinze (94 et 95) dans

30 la direction nord-ouest jusqu'à une distance de 1,868 pieds à un point marqué B sur le plan, de là à angle droit dans une direction sud-ouest à travers les lots quatre-vingt-quinze, quatre-vingt-quinze B, quatre-vingt-quinze A, quatre cent soixante-quatre, et quatre cent soixante-cinq (95 95-B, 95-A, 464 et 465) sur une distance d'environ 1,347 pieds jusqu'à la ligne de division entre les lots quatre cent soixante-cinq et quatre cent soixante-six (465 et 466) de la paroisse de Ste-Flavie (point C sur le plan) de là tournant à un angle de 88 degrés et 40 minutes dans une direction sud-est et suivant la ligne de division susmentionnée en dernier lieu sur une distance de 831

40 pieds jusqu'au côté nord du terrain du Canada & Gulf Terminal Railway (point D sur le plan), de là suivant le côté nord du dit terrain du Canada & Gulf Terminal Railway Co., dans une direction est sur une distance d'environ 135 pieds jusqu'à un chemin traversant le dit chemin de fer (point E sur le plan), de là à travers le chemin de fer dans une direction sud-est et suivant la clôture actuellement bornant la terre présentement décrite jusqu'à un point sur le lot quatre cent soixante-cinq (465) de la paroisse de Ste-Flavie dans le

*In the  
Superior Court*

Exhibit P-52.  
Deed of Sale,  
Mrs. Robert  
Reford to Jules  
A. Brillant,  
Aug. 22nd, 1922.  
(continued)

prolongement de la borne nord du canton Cabot (point F sur le plan) et de là dans la direction est en suivant la ligne de division nord de Canton Cabot et son prolongement jusqu'au point de départ.

10 Le tout tel que délimité en couleur verte sur le plan préparé par M. Malcolm D. Barclay, A.G.Q., en date du 16 août 1922, une copie du dit plan signée " Ne Varietur " par les parties et le notaire demeurée annexée aux présentes. La dite propriété comprend tous les droits, titres et possessions de la Partie de Première Part de toute nature, comprenant les chutes connues sous le nom de " CHUTES DU GRAND METIS ", les droits de pouvoir d'eau dans la rivière elle-même et le lit de la dite rivière, mais à l'exclusion des droits de Pêche sur cette partie de la rivière Métis contenue dans les limites de la propriété décrite ci-dessus, la Partie de la Première Part se réservant les dits droits et aussi le droit de vaquer et passer sur la dite propriété pour les fins de l'exercice et de l'usage de ses dits droits réservés, le tout sans préjudice aux droits et besoins de l'exploitation de la dite propriété par la Partie de Seconde Part.

20 La propriété vendue comprend aussi les droits de la Partie de Première Part sur une lisière de terrain entre les lots numéros quatre cent soixante-quatre et quatre cent soixante-cinq servant de chemin de la propriété ci-dessus décrite au chemin public, au sud de la propriété ci-dessus décrite; et aussi un droit de passage de douze pieds de largeur le long de la ligne est du numéro quatre-vingt-quinze (95) à partir de la borne nord de la propriété ci-dessus décrite et se prolongeant vers le nord jusqu'au lot numéro quatre-vingt-dix-sept (97) près du moulin à farine, et de là à travers le lot  
30 quatre-vingt-dix-sept (97) pour joindre le chemin venant du moulin à farine.

Ce dernier chemin s'il est utilisé par la Partie de Seconde Part devra être clôturé par elle;

40 La Partie de Première Part pourra remplacer ce dernier chemin le long du lot quatre-vingt-quinze (95) en obtenant pour la Partie de Seconde Part un titre parfait à une sortie sur le terrain du chemin de fer Canada & Gulf Terminal, depuis la limite sud-est du terrain vendu jusqu'au chemin public.

Madame Reford vend, cède et transporte tous les lots ci-dessus mentionnés francs et quittes et avec garantie de fournir et faire valoir excepté en ce qui concerne toutes servitudes qui peuvent exister sur les lots numéros 464 et 465, paroisse de Ste-Flavie. La partie de la Première Part reconnaît avoir reçu à l'exécution des présentes, la somme de soixante-cinq mille piastre (\$65,000)



*In the  
Superior Court*

Exhibit P-52.  
Deed of Sale,  
Mrs. Robert  
Reford to Jules  
A. Brillant,  
Aug. 22nd, 1922.  
(continued)

étant la balance finale du prix de vente et considération de la présente vente et donne en conséquence quittance générale et finale.

La présente vente est faite de plus aux conditions suivantes, sans lesquelles le présent contrat n'aurait pas été fait:—

10 1°. La Partie de Première Part ne sera pas tenue de fournir à la Partie de Seconde Part aucun contrat ou certificat de recherches relatif à ces lots; les dits contrats et certificats demeurant la propriété de la Partie de Première Part qui s'engage cependant à donner à la Partie de Seconde Part des extraits certifiés des contrats se rapportant aux propriétés vendues.

La Partie de Seconde Part, ses successeurs ou représentants, auront la possession immédiate de la dite propriété.

20 La Partie de Seconde Part, ses héritiers ou représentants, devront au moyen d'un barrage (boom) ou autrement, empêcher durant la construction, tous débris provenant de la propriété vendue de descendre la dite rivière plus bas que la dite propriété, mais rien dans la présente clause ne pourra être interprété de manière à obliger la Partie de Seconde Part à arrêter la descente des débris ordinairement charroyés par la dite rivière.

30 Aucun déchet, détritrus, huiles ou autres matières de nature à polluer l'eau de quelque façon ne devra être jeté, déversé, ou autrement introduit dans la rivière de cette partie de la propriété ainsi vendue par la Partie de Première Part, cette prohibition devra être considérée comme une servitude perpétuelle sur la propriété vendue en faveur de la propriété appartenant actuellement à la Partie de la Première Part et située en aval.

40 La Partie de la Seconde Part, ses successeurs et représentants devront protéger cette partie de la rivière coulant à travers la propriété à être vendue contre les braconniers ou pêcheurs non autorisés, en autant qu'il leur sera possible, à l'aide de leurs employés ordinaires, sans cependant être tenus d'employer à leurs frais un gardien spécial à cette fin.

Si, dans le cours de la construction, ou par le fait de la mise en opération et de l'exploitation des usines de pouvoir que la Partie de Seconde Part pourra ériger et exploiter sur le terrain acquis, il se produisait quelque éboulis ou érosion des rives de la rivière en aval de la propriété vendue et sur la propriété de la partie de la Première Part, alors la Partie de la Première Part ne sera pas responsable des dommages qui pourraient être causés à la Partie de la Seconde Part,

*In the  
Superior Court*

Exhibit P-52.  
Deed of Sale,  
Mrs. Robert  
Reford to Jules  
A. Brillant,  
Aug. 22nd, 1922.  
(continued)

soit par le refoulement de l'eau ou par l'érosion des dites rives. D'un autre côté, la Partie de la Seconde Part ne sera pas tenue d'aucun dommage de ce fait envers la Partie de la Première Part, mais la Partie de la Seconde Part aura droit, si elle le désire, de faire disparaître, sous la surveillance de la Partie de la Première Part, les obstructions résultant de la dite érosion.

10 Cette vente sera faite à charge par la Partie de la Seconde Part de payer toutes taxes et cotisations échues le ou après le 13 avril 1922, et à l'avenir, quitte de toutes échéances jusqu'à la dite date.

20 La Partie de la Seconde Part, ses héritiers et représentants s'engagent aussi à clôturer la propriété vendue de manière à la séparer du reste de la propriété de la Partie de la Première Part, la dite clôture devant comprendre au moins quatre bornes permanentes marquant la ligne de séparation entre les deux propriétés et être faite en broche à clôture du genre de celle ordinairement employée pour garder les moutons.

La Partie de la Première Part aura aussi le droit d'ériger un grillage ou autre protection pour empêcher le saumon de pénétrer dans tout tuyau placé sur la propriété vendue, à la condition spéciale que ce droit soit exercé de manière à ne nuire d'aucune façon au bon fonctionnement de toutes machineries ou autres ouvrages érigés sur la dite propriété.

30 Dans le cas où la Partie de la Seconde Part transporterait ses droits à la présente vente à toute autre personne ou compagnie, les dites personnes ou compagnies devront assumer toutes les obligations contenues en icelle.

Et c'est une partie *sine qua non* du présent arrangement que toutes les conditions formeront des servitudes sur la propriété vendue par ces présentes en faveur de la propriété actuellement appartenant à la Partie de la Première Part.

40 La Partie de la Second Part convient de construire et mettre en opération ses travaux de façon qu'en tout temps durant la saison de la pêche au saumon et du fraiage des saumons, savoir à peu près du quinze juin au quinze novembre de chaque année, elle permettra qu'une quantité suffisante d'eau passe dans la rivière pour maintenir le niveau de telle façon à ce qu'il ne soit jamais plus bas dans la partie de la rivière en aval de l'usine du pouvoir hydraulique projeté et en amont de l'écluse du moulin à farine que le minimum ordinaire établi par une marque peinte en blanc sur le gros rocher

*In the  
Superior Court*  
Exhibit P-52.  
Deed of Sale,  
Mrs. Robert  
Reford to Jules  
A. Brillant,  
Aug. 22nd, 1922.  
(continued)

connu comme " FISHING ROCK " dans le " MILL POOL " et par une autre démarcation naturelle étant la saillie plate au milieu du même rocher que l'eau doit effleurer; pourvu que le débit naturel de la rivière soit suffisant pour maintenir naturellement le dit niveau minimum durant la période ci-dessus mentionné chaque année. Cette marque à la peinture devra être établie par les parties d'une façon plus permanente par une fiche en cuivre ou en autre métal aussitôt que possible.

- 10 Au cas où le lit de la rivière vis-à-vis ces marques serait changé ou abaissé par les glaces ou autres raisons les parties ou leurs représentants devront faire établir une nouvelle marque et à défaut d'entente faire nommer un arbitre à cette fin par un juge de la Cour Supérieure.

Le coût du présent contrat sera payé par la Partie de la Seconde Part.

- 20 DONT ACTE:—

FAIT ET PASSE les jour, mois et an ci-dessus mentionnés et sous le numéro dix mille cent vingt-six des minutes du Notaire sous-signé.

ET LECTURE FAITE, les parties ont signé en présence du dit notaire.

- 30 (Signé) ELSIE STEPHEN REFORD,  
" ROBERT W. REFORD,  
" J. A. BRILLANT,  
" G. L. DIONNE, N.P.

VRAIE COPIE de la minute demeurée de record en mon étude.

Un renvoi en marge bon, sept mots rayés.

G. L. DIONNE, N.P.

*In the  
Superior Court*

EXHIBIT P-53.

Exhibit P-53.  
Agreement  
Between  
H. H. Selwyn and  
F. T. Cross,  
April 6th, 1926.

AGREEMENT BETWEEN H. H. SELWYN AND F. T. CROSS,  
APRIL 6, 1926.

On this sixth day of April of the year nineteen hundred and twenty-six.

10 Before Me. F. Albert Labelle, the undersigned Notary Public for the Province of Quebec, residing and practising in the City and District of Hull.

CAME AND APPEARED:—Mr. Herbert Harley Selwyn, of the Township of Hull, bee-keeper,

WHO does hereby declare:—

20 THAT he is the owner of a certain parcel of land being composed of part of lot number two "C" in the third range of the Township of Wakefield, containing about one acre of land more or less, and bounded as follows:—South partly by Gatineau River, and the rest of lot two "C"; Easterly by the Gatineau River; Northerly by the trail leaving from the bridge at the head of La Pêche Rapids, and westerly by the trail leading from the gravel pit.

That Mr. Freeman T. Cross of the Township of Hull, lumberman, is the owner of the La Pêche Rapids in the Gatineau River opposite the property above described.

30 That the said Freeman T. Cross has a notion and intends to develop the said water power and as consequence to raise the water in front of the above described property, to the extent of three hundred and twenty-five feet elevation, and no more, over and above the level of the sea.

40 Therefore, these presents are hereby granted in order to permit to the said Freeman T. Cross and his assigns to raise the water of the said Gatineau River, in front of the above described property, to the said elevation not exceeding three hundred and twenty-five feet above the level of the sea.

And the said appearer, H. H. Selwyn, does hereby acknowledge and confess to have received, at the passing hereof, the sum of five hundred dollars, whereof full discharge and acquittance, as the price and consideration of all the damages suffered and to be suffered by the said H. H. Selwyn or assigns, as the owner of the above described property for the raising of the water of the Gatineau River, as stated.

*In the  
Superior Court*  
Exhibit P-53.  
Agreement  
Between  
H. H. Selwyn and  
F. T. Cross,  
April 6th, 1926.  
(continued)

And in consideration of the above sum of five hundred dollars hereby paid by the said F. T. Cross to the said H. H. Selwyn this latter hereby renounces for himself or assigns to all damages incurred or to be incurred to the above described property as the direct or indirect consequence of all that hereinabove stated.

10 And the said H. H. Selwyn does hereby transfer to said F. T. Cross all his rights and titles to the water of said Gatineau River opposite said described property to the extent of said elevation of three hundred and twenty-five feet, and not above.

Done and passed in my office, on the day, month and year first above written, under number forty-four thousand two hundred and seventy-one of my repertory.

And after due reading hereof the said appearer has signed with me, Notary.

20 (Signed) " F. T. CROSS."  
" " HEBBERT HARLEY SELWYN."  
" " F. ALBERT LABELLE, N.P."

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

F. ALBERT LABELLE, N.P.

(Stamped on side of Exhibit):

30 BUREAU D'ENREGISTREMENT DU COMTE HULL, P.Q.,  
CANADA

Je certifie que le présent document a été dûment enregistré au long dans ce bureau à douze heures et trente minutes de l'après-midi, ce dixième jour du mois d'avril, mil neuf cent vingt-six, dans le Régistre B, Volume 48, et sous le numéro 49448.

LS. de G. RABY, Régistrateur.

40

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*In the  
Superior Court*

Exhibit P-54.  
Certified Copy  
of Description of  
Property of  
F. T. Cross  
Prepared by  
S. E. Farley, Q.L.S.,  
Attached to P-19.

EXHIBIT P-54.

CERTIFIED COPY OF DESCRIPTION OF PROPERTY OF  
F. T. CROSS, ESQ., PREPARED BY S. E. FARLEY, Q.L.S.,  
ATTACHED TO P-19.

GROUP "A"

DESCRIPTION OF THE PROPERTY OF FREEMAN  
T. CROSS

10

All those parcels or tracts of land and premises situate, lying and being in the Township of Hull in the County of Hull and Province of Quebec being composed of parts of Lots 21B, 21C and 21D in the 15th Range of the said Township and being more particularly described as follows:

PARCEL 1.

Commencing at the intersection of the ordinary high water mark  
20 of the east shore of the Gatineau River with the division line between lots 20B and 21B; thence northerly and following said division line ninety (90') feet more or less to the contour line of elevation three hundred and twenty-five feet above mean sea level as reckoned from bench mark No. 467 established by the Geodetic Survey of Canada in south end of east face of square concrete culvert under Canadian Pacific Railway four-tenths miles south of Cascades and at mileage 13.59 from Maniwaki Junction; thence northwesterly and following said contour line of elevation 325 to the division line  
30 between lots 21B and 21A; thence westerly and following said division line between lots 21B and 21A to the ordinary high water mark of the east shore of the Gatineau River; thence southeasterly and following said ordinary high water mark to the point of commencement. Containing by admeasurement 0.8 acres more or less.

PARCEL 2.

All that part of lot 21C and 21D in the 15th range of the said Township bounded towards the north and east by the Gatineau River, towards the south by lot 20C and towards the west by the new  
40 location of the right of way of the Ottawa Northern and Western Railway. Containing by admeasurement five acres more or less.

The whole as shown on a plan prepared by S. E. Farley, Q.L.S., hereto annexed.

(Signed) S. E. FARLEY.

Certified correct.

S. E. FARLEY.

In the  
Superior Court

EXHIBIT P-55

Exhibit P-55.  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$25,000,000.00 of  
5% 1st Mtge.  
Gold Bonds.

PROSPECTUS RE ISSUE BY GATINEAU POWER CO.  
OF \$25,000,000.00 OF 5% 1ST MTGE. GOLD BONDS.

NEW ISSUE

21 JULY, 1926.

\$25,000,000

10

GATINEAU POWER COMPANY

FIRST MORTGAGE GOLD BONDS

5% Series due 1956

Dated June 1, 1926

Due June 1, 1956

20 *Interest payable June 1st and December 1st in New York and Boston in United States gold coin and in Montreal and Toronto in Canadian gold coin. Redeemable on any interest date on thirty days' published notice at 105 through June 1, 1936; thereafter at 104 through June 1, 1941; thereafter at 103 through June 1, 1946; thereafter at 102 through June 1, 1951; and thereafter and prior to maturity, at 101; accrued interest to be included in all cases. Coupon Bonds of denominations of \$1,000 and \$500, registerable as to principal and fully registered bonds of \$1,000, \$5,000, \$10,000 and authorized multiples, interchangeable in like principal amounts. The Royal Trust Company, Montreal, Trustee.*

30 The following information is summarized by Mr. A. R. Graustein, President of the Company, from his attached letter:

40 COMPANY: Gatineau Power Company, a Quebec corporation and a wholly owned subsidiary of International Paper Company, will own in free or hold through long term government leaseholds water power sites in the Province of Quebec, with an aggregate potential capacity in excess of 700,000 h.p. The Company is now undertaking a development program calling for the completion by the fall of 1928 of four hydro-electric plants with an initial aggregate installed generating capacity of 397,500 h.p., of which 373,500 h.p. is on the Gatineau River. This river, one of the most important power rivers in Quebec, enters the Ottawa River from the north in the vicinity of the City of Ottawa. Two of the developments with over half the initial capacity lie within seven miles of that city.

POWER CONTRACTS: Contracts for the sale of over 90% of the primary power to be generated by the initial installations at these four

*In the  
Superior Court*

Exhibit P-55.  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$25,000,000.00 of  
5% 1st Mtge.  
Gold Bonds.  
(continued)

plants have already been executed with the Hydro-Electric Power Commission of Ontario, the Canadian International Paper Company and the Canada Cement Company, Limited and the balance is expected to be readily absorbed in the adjacent power markets. The Trust Deed will contain provisions limiting and defining the conditions under which certain changes may be made in these contracts in order to introduce the reasonable flexibility desirable in long term contracts.

10        Upon completion of all four power plants and the delivery of the ultimate amount of power under the contract with the Hydro-Electric Power Commission of Ontario, it is estimated that net earnings of the Company available for interest and reserves will exceed \$5,400,000 per annum, or almost three times the annual interest requirements on the entire \$37,500,000 First Mortgage Gold Bonds issuable against this initial construction program and that the thirty year contract with the Ontario Hydro-Electric Power Commission will alone produce annual net earnings for interest and reserves over 1.8 times such interest charges.

20        SECURITY: The First Mortgage Gold Bonds, 5% Series due 1956, will be secured, in the opinion of counsel, by a direct first mortgage and hypothec on all properties presently to be owned by the Company. Certain of the transmission lines may be owned by a subsidiary, all the securities of which will be pledged under the Trust Deed.

30        Under the terms of the Trust Deed no funded debt in addition to the \$37,500,000 First Mortgage Gold Bonds and \$12,500,000 6% Gold Debentures will be issuable against the present development up to the initial capacity of 397,500 h.p. of the Paugan, Chelsea, Farmers and Kipawa plants. Estimates of independent engineers indicate a value for this initial development, when completed, largely in excess of the funded debt to be outstanding. The Bonds will be followed by \$12,500,000 6% Gold Debentures, due 1941, \$25,000,000 Preferred Stock and 500,000 shares of Common Stock.

40        Trust Deed will provide for a minimum annual Sinking Fund, payable in cash or Bonds, commencing December 1, 1926, equal to  $\frac{1}{2}\%$  of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. The Trust Deed will provide that it may be modified by the bond holders as therein provided but no extension of the maturity or reduction of the interest rate of the bonds or change in the lien of the Trust Deed will be permitted.

GUARANTEE OF COMPLETION: A deposit sufficient, in accordance with careful estimates checked by independent engineers, to provide



*In the  
Superior Court*  
Exhibit P-55.  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$25,000,000.00 of  
5% 1st Mtge.  
Gold Bonds.  
(continued)

10 funds for the completion of the present development program up to the initial capacity of 397,500 h.p. will be held in escrow so long as required, subject to withdrawal as expenditures are made for this purpose. This deposit will be composed largely of cash, and the balance will consist of \$12,500,000 (the remainder of the initial issue) of First Mortgage Bonds, International Paper Company agreeing to find purchasers for these Bonds as additional cash is required. International Paper Company has, furthermore, guaranteed to provide any additional funds which may be necessary for the completion of this initial development program.

20 INTERNATIONAL PAPER COMPANY: International Paper Company with its subsidiaries is the largest manufacturer of paper in the world and one of the largest holders of water powers in North America. The capacity of its paper mills is more than twice as great as that of any other company on this Continent. Upon completion of the present development program of Gatineau Power Company, International Paper Company with its wholly owned subsidiaries will have developed water powers with a total installed capacity of almost 600,000 h.p. (500,000 h.p., hydroelectric and 100,000 h.p., hydraulic) capable of being increased through further development and through the utilization of undeveloped sites to about 1,400,000 h.p.

---

WE RECOMMEND THESE BONDS FOR INVESTMENT

30 PRICE 94 AND INTEREST; YIELDING OVER 5.40%

---

*Bonds are offered for delivery when, as and if issued and received by us and subject to approval of counsel, and subject to prior sale and change in price. It is anticipated that temporary Bonds or interim receipts will be available for delivery on or about August 11, 1926.*

THE NATIONAL CITY COMPANY  
LIMITED

40

HEAD OFFICE—ST. JAMES & ST. PETER STREETS—MONTREAL

10 King Street East      204 Blackburn Building      71 St. Peter Street  
TORONTO                              OTTAWA                              QUEBEC

U 9-7-26

MONTREAL, P.Q., July 21, 1926.

In the  
Superior Court

Exhibit P-55.  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$25,000,000.00 of  
5% 1st Mtge.  
Gold Bonds.  
(continued)

Addressed to

THE BANKERS TRUST Co.  
HARRIS, FORBES & Co.

Gentlemen:

In connection with the issue of \$25,000,000 Gatineau Power  
10 Company First Mortgage Gold Bonds, 5% Series due 1956, I take  
pleasure in submitting the following information:

#### COMPANY AND BUSINESS

Gatineau Power Company, a Quebec corporation and a wholly  
owned subsidiary of International Paper Company, will own in free or  
hold through long term government leaseholds water power sites in  
the Province of Quebec, with an aggregate potential capacity in  
excess of 700,000 h.p. The Company is now undertaking a develop-  
20 ment program calling for the completion by the fall of 1928 of four  
hydro-electric plants with an initial aggregate installed generating  
capacity of 397,500 h.p., of which 373,500 h.p. is on the Gatineau  
River. This river, one of the most important power rivers in Quebec,  
enters the Ottawa River from the north in the vicinity of the City of  
Ottawa. Two of the developments with over half the initial capacity  
lie within seven miles of that city. Contracts for the sale of over 90%  
of the primary power to be generated by the initial installations at  
these four plants have already been executed with the Hydro-Electric  
Power Commission of Ontario, the Canadian International Paper  
30 Company and the Canada Cement Company, Limited.

The Kipawa plant at the outlet of Lake Kipawa, Quebec, is  
almost completed up to a capacity of 24,000 h.p. The Chelsea and  
Farmers plant on the Gatineau River are now under construction and  
are to be completed up to their initial installed capacities of 131,000  
h.p. and 92,500 h.p., respectively, early in 1927. Construction work  
on the fourth development, the Paugan plant, is to be started in the  
fall of this year and it is anticipated that this plant will be in com-  
40 mercial operation with an installed capacity of 150,000 h.p. by the  
fall of 1928.

#### GUARANTEE OF COMPLETION

A deposit sufficient, in accordance with careful estimates checked  
by independent engineers, to provide funds for the completion of the  
present development program up to the initial capacity of 397,500  
h.p. will be held in escrow so long as required, subject to withdrawal  
as expenditures are made for this purpose. This deposit will be com-

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5% 1st Mtge.  
Gold Bonds.  
(continued)

posed largely of cash, and the balance will consist of \$12,500,000, (the remainder of the initial issue) of First Mortgage Bonds, International Paper Company agreeing to find purchasers for these Bonds as additional cash is required. International Paper Company has, furthermore, guaranteed to provide any additional funds which may be necessary for the completion of this initial development program.

#### CAPITALIZATION

(Upon completion of the present program)

10

STOCK:	Outstanding
Common (no par value) . . . . .	500,000 Shares*
Preferred, 6% cumulative . . . . .	\$25,000,000*

#### FUNDED DEBT:

6% Sinking Fund Gold Debentures, due 1941 . .	\$12,500,000
First Mortgage Gold Bonds, 5% Series due 1956 .	37,500,000†

20 \*All owned by International Paper Company except directors' qualifying shares.

†Includes this offering of \$25,000,000 of Bonds and \$12,500,000 additional to be issued and held in escrow. Further First Mortgage Bonds may be issued under the conservative restrictions of the Trust Deed.

#### SECURITY

30 The First Mortgage Gold Bonds, 5% Series due 1956, will be secured, in the opinion of counsel, by a direct first mortgage and hypothec on all properties presently to be owned by the Company. Certain of the transmission lines may be owned by a subsidiary, all of the securities of which will be pledged under the Trust Deed.

40 Under the terms of the Trust Deed no funded debt in addition to the \$37,500,000 First Mortgage Gold Bonds and \$12,500,000 6% Gold Debentures will be issuable against the present development up to the initial capacity of 397,500 h.p. of the Pagan, Chelsea, Farmers and Kipawa plants. Estimates of independent engineers indicate a value for this initial development, when completed, largely in excess of the funded debt to be outstanding. The Bonds will be followed by \$12,500,000 6% Gold Debentures, due 1941, \$25,000,000 Preferred Stock and 500,000 shares of Common Stock.

#### MORTGAGE RESTRICTIONS

The Trust Deed will provide that additional Bonds, either of the 5% Series due 1956 or of other series having such rates of interest,

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Exhibit P-55.  
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(continued)

maturity dates and other provisions as the Board of Directors may determine and as are permitted by the Trust Deed, may be issued as follows: (a) for the purpose of refunding an equal principal amount of Bonds of any series outstanding under the Trust Deed, or (b) for not more than 75% of additional property as defined in the Trust Deed, including securities of other Corporations engaged in supplying or transmitting power but only when net earnings (as defined in the Trust Deed) for twelve consecutive calendar months out of the fifteen months immediately preceding application for issue (together  
10 with 80% of estimated future net earnings from contracts as defined in the Trust Deed) shall have been at least equal to twice the annual interest requirements on all First Mortgage Bonds issued and outstanding including those proposed to be issued. Not more than 15% of the aggregate amount of Bonds issued under the Trust Deed other than for refunding may be issued in connection with the future acquisition of securities of such other corporations, and then only upon the pledge of all the first mortgage bonds of such other corporations which shall be at least equal in face amount to the bonds so issued; and the bonds so issued shall at their face amount not exceed 75% of the  
20 property of such other corporations.

The Trust Deed will provide for the modification or alteration thereof or of any supplemental indenture, with the assent of the holders of from 50% to 75% in aggregate principal amount of the Bonds, (the percentage, required depending upon the percentage, if any, opposed thereto); but will not permit the extension of the maturity of any Bonds or the reduction in rate of interest thereon, or any other modification in the terms of payment of such interest, without the consent of the holder thereof, or any change in the lien  
30 of the Trust Deed with respect to the property covered thereby.

#### SINKING FUND

The Trust Deed will provide for a minimum annual Sinking Fund, payable in cash or Bonds, commencing December 1, 1927, equal to  $\frac{1}{2}\%$  of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. Bonds acquired by the Sinking Fund will be cancelled forthwith.

40

#### PROPERTY

The property of the Company will comprise four hydro-electric generating plants with an aggregate initial installed capacity of 397,500 h.p., owned in fee or held under long term government leaseholds, and approximately one hundred miles of high tension transmission circuits, certain of which may be owned by a subsidiary. The three power plants on the Gatineau River have been designed to

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Exhibit P-55.  
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permit the comparatively inexpensive addition of an aggregate of 100,000 h.p. additional when the water storage facilities are increased, making a total capacity of almost 500,000 h.p.

10 The Kipawa plant has been in operation at a lesser capacity for several years, and its extension to an installed capacity of 24,000 h.p. is now practically completed. The Farmers plant, now under construction, is located about five miles north of Ottawa on the Gatineau River. It will have an initial capacity of 92,500 h.p. operating under a head of 66 feet. The Chelsea plant, also under construction, is located about one and one-quarter miles above the Farmers plant and will have an initial capacity of 131,000 h.p. The concrete dam will impound water extending about thirteen miles up-stream and the plant will operate under a head of 96 feet. The Paugan plant, upon which it is expected construction work will be started in the fall of 1926, will be located about twenty-five miles above the Chelsea plant. This station will have an initial capacity of 150,000 h.p. and will operate under a head of at least 112 feet.

20 A storage dam is being constructed at Bitobi Rapids, 90 miles above the Paugan plant, which will create a storage reservoir with a superficial area of 107 square miles and a capacity of 82,000,000,000 cubic feet. This reservoir, which will become the property of the Province of Quebec and will be operated by the Quebec Streams Commission, will equalize the flow of the Gatineau River and thus make possible the large output of primary power from the plants of the Company downstream.

#### POWER CONTRACTS

30 A thirty-year contract has been executed with the Hydro-Electric Power Commission of Ontario which provides for the sale of power to the Commission. Under the terms of this contract the Commission will purchase 80,000 h.p. of electrical energy during the twelve months beginning October 1, 1928, the amount increasing annually thereafter to a maximum of 260,000 h.p. during the twelve months beginning October 1, 1931, which rate is continued throughout the life of the contract. It is estimated that starting with October 1, 1931, this contract alone will produce annual net earnings available  
40 for interest and reserves amounting to over 1.8 times the annual interest charges on the entire initial issue of \$37,500,000 First Mortgage Gold Bonds.

In addition, the Canadian International Paper Company has entered into a thirty-year contract for the purchase of a minimum of 74,000 h.p. per annum to be used at its new Gatineau newsprint mill and its Kipawa Pulp Mill, and the Canada Cement Company,

In the  
Superior Court

Exhibit P-55.  
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Power Co. of  
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Gold Bonds.  
(continued)

Limited, has contracted to purchase 3,000 h.p. per annum for an initial period of fifteen years from October 1, 1930, subject to renewal.

The Trust Deed will contain provisions limiting and defining the conditions under which certain changes may be made in these contracts in order to introduce the reasonable flexibility desired in long term contracts.

- 10 Of the primary power available for sale from the initial installations at the Company's four plants, over 90% has thus already been disposed of under these long term contracts, leaving unsold only a small proportion which the adjacent power markets are expected to absorb readily.

#### ESTIMATED EARNINGS

- 20 Net earnings from the Chelsea, Farmers and Kipawa plants, available for interest and reserves, even before completion of the Pagan plant, will, it is estimated, be at the rate of about 1.7 times the annual interest requirements on the present offering of \$25,000,000 First Mortgage Gold Bonds. Upon completion of all four power plants and the delivery of the ultimate amount of power under the contract with the Hydro-Electric Power Commission of Ontario, it is estimated that net earnings of the Company available for interest and reserves will exceed \$5,400,000 per annum, or almost three times the annual interest requirements on the entire \$37,500,000 First Mortgage Gold Bonds issuable against this initial construction program.

#### CONTRACT POWER PURCHASERS

- 30 The Hydro-Electric Power Commission of Ontario owns large hydro-electric powers at Niagara Falls and elsewhere and comprehensive transmission systems supplying power for most of the population of Ontario. The use of power in this province is constantly increasing, and in the year 1925, the Commission delivered a total of 3,250,000,000 kwh., the maximum demand during the year exceeding 850,000 h.p.

- 40 The Statutes of Ontario provide for raising moneys to meet the obligations of the Hydro-Electric Power Commission of Ontario in the same manner as for meeting the direct obligations of the Province, the Commission being a public corporation, the members of which are appointed by and hold office at the pleasure of the Government of Ontario.

Canadian International Paper Company, a wholly owned subsidiary of International Paper Company, owns and operates the Three Rivers newsprint mill in the Province of Quebec with a capacity

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Gold Bonds.  
(continued)

of over 600 tons per day, and now has under construction the new Gatineau newsprint mill also of 600 tons daily capacity. It also owns and operates mills producing sulphite pulp with an aggregate capacity of 385 tons per day. Its holdings of timberland freeholds and timber limits under Crown leases exceed 10,000,000 acres.

INTERNATIONAL PAPER COMPANY

10 International Paper Company with its subsidiaries is the largest manufacturer of paper in the world and one of the largest holders of water powers and timber limits in North America. The capacity of its paper mills is more than twice as great as that of any other company on this Continent. Its timberland free-holds and Crown timber limit leases cover over 18,750 square miles. Upon completion of the present development program of Gatineau Power Company, International Paper Company with its wholly owned subsidiaries will have developed water powers with a total installed capacity of almost 600,000 h.p. (500,000 h.p. hydro-electric and 100,000 h.p. hydraulic), capable of being increased through further development  
20 and through the utilization of undeveloped sites to about 1,400,000 h.p.

Yours very truly

A. GRAUSTEIN,  
President.

30 The Gatineau River properties have been examined and the program for their development approved by the J. G. White Engineering Corporation.

Legal matters in connection with the Trust Deed and the initial issue of Bonds thereunder, are to be passed upon for the bankers by Messrs. Rushmore, Bisbee and Stern, New York, and Messrs. Lafleur, MacDougall, MacFarlane and Barclay, Montreal, and for the Company, by Messrs. Davis, Polk, Wardwell, Gardiner and Reed, New York, and Messrs. Brown, Montgomery, and McMichael, Montreal.

40 *We do not guarantee the statements and figures contained herein, but they are taken from sources which we believe to be reliable.*

EXHIBIT P-56

PROSPECTUS RE ISSUE BY GATINEAU POWER CO. OF  
\$8,500,000.00 5% 1st MTGE. GOLD BONDS.

16 MARCH, 1932.

\$8,500,000

10

GATINEAU POWER COMPANY

FIRST MORTGAGE GOLD BONDS

5% Series due 1956

Dated June 1, 1926

Due June 1, 1956

20 *Interest payable June 1 and December 1 in New York and Boston in United States gold coin and in Montreal and Toronto in Canadian gold coin. Minimum annual Sinking Fund, payable December 1 each year in cash or Bonds, equal to ½% of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. Redeemable on any interest date on thirty days' published notice at 105 through June 1, 1936; thereafter at 104 through June 1, 1941; thereafter at 103 through June 1, 1946; thereafter at 102 through June 1, 1951; and thereafter and prior to maturity at 101; accrued interest to be included in all cases. Coupon Bonds of denominations of \$1,000 and \$500, registerable as to principal and fully registered Bonds of \$1,000, \$5,000, \$10,000 and authorized multiples, interchangeable in like principal amounts.*

30 *The Royal Trust Company, Montreal, Trustee.*

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The following information is summarized by A. R. Graustein, President of the Company, from his accompanying letter:

40 COMPANY: Gatineau Power Company is one of the largest hydro-electric power producers on the North American continent. Its hydro-electric plants on the Gatineau River and on the Ottawa River and tributaries have a present installed generating capacity of 565,519 h.p., to which is being added 34,000 h.p. The larger portion of these power sites is owned in fee and the balance is held under long term government leases.

Upon completion of this financing, the Company will own the transmission and distribution system in Quebec of Gatineau Electric Light Company, Limited, which supplies electricity at retail for

In the  
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Exhibit P-56  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$8,500,000.00  
5% 1st Mtge.  
Gold Bonds.



In the  
Superior Court

Exhibit P-56  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$8,500,000.  
5% 1st Mtge.  
Gold Bonds.  
(continued)

power and light between Ottawa and Montreal in the Ottawa and St. Lawrence River valleys.

In addition, the Company owns the entire funded debt and common stock of Saint John River Power Company, which owns the largest hydro-electric power development in the Maritime Provinces. This development is located at Grand Falls, N.B., and has a present capacity of 80,000 h.p. in operation.

10 **POWER OUTPUT:** During 1930 the peak load of the plants of the Company and its subsidiaries reached a maximum of 605,495 h.p. and their total production for the year was 2,534,522,000 kwh. Deliveries under long term primary power contracts are now running at the rate of 438,000 h.p. and these contracts require ultimate deliveries of 533,000 h.p. At present 288,000 h.p. is being taken by the Hydro-Electric Power Commission of Ontario.

20 **PURPOSE OF ISSUE:** The proceeds of this issue will be used toward the purchase of the transmission and distribution system in Quebec of Gatineau Electric Light Company, Limited, to reimburse the Company for capital expenditures and for other corporate purposes.

**EARNINGS:** Consolidated net earnings available for interest and reserves, for the twelve months ended December 31, 1930, including the earnings of Gatineau Electric Light Company, Limited, as certified by Messrs. P. S. Ross & Sons, Montreal, were as follows:

<b>REVENUE:</b>	
30	Power..... \$7,416,877.73
	Light..... 567,725.01
	Other..... 469,289.60
	<hr/>
	\$8,453,892.34
	Expenses—including Maintenance..... 1,309,185.39
	Net Revenue available for Interest and Reserves. \$7,144,706.95
	Annual interest requirements on the purchase money obligation and the First Mortgage 5% Gold Bonds Series due 1956 including this issue..... \$3,559,586.00

40 Net earnings, as shown above, available for interest and reserves (said reserves amounting to \$663,776.25 in 1930), were equivalent to twice the annual interest requirements on the purchase money obligation and the entire \$70,942,000 First Mortgage Gold Bonds to be presently outstanding, including this offering. During the last quarter of the year, due to increased contract power deliveries which commenced October 1, 1930, such earnings were at the annual rate of \$7,600,000.

In the  
Superior Court

Exhibit P-56  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$8,500,000.00  
5% 1st Mtge.  
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(continued)

SECURITY: Upon completion of this financing, the First Mortgage Gold Bonds will be secured, in the opinion of counsel, by a direct first mortgage and hypothec on all water powers, developed and operating, now owned by the Company, except three small powers with a total installed capacity of less than 3,300 h.p., by a direct first mortgage and hypothec on the transmission and distribution system in Quebec now owned by Gatineau Electric Light Company, Limited, by a direct first mortgage on a small steam power plant at Dalhousie, N.B., used in connection with the operations of Saint John River Power Company, by pledge of the entire funded debt (\$10,800,000 principal amount of First Mortgage 5% Gold Bonds) and all common stock of Saint John River Power Company, and by the pledge of all the capital stock (except Directors' shares) of Saint John River Storage Company and Gatineau Transmission Company. Such first mortgage lien is subject, as to a small part of the transmission distribution system, to a purchase money obligation of \$249,722. The First Mortgage Bonds of Gatineau Power Company will be followed by \$18,946,500 Debentures outstanding with the public and by indebtedness and preferred and common stocks, all owned by Canadian Hydro-Electric Corporation Limited. Subject to the restrictions of the Trust Deed, \$768,000 additional bonds may be issued against pledge of an equal amount of Saint John River Power Company bonds issuable on the basis of the initial 60,000 h.p. installation of that company. The Trust Deed contains provisions permitting certain modifications by the bondholders as therein provided.

30

PRICE ON APPLICATION

HARRIS, FORBES & COMPANY  
LIMITED

469 St. John Street  
Montreal

C.P.R. Building  
Toronto

HARRIS, FORBES & COMPANY  
New York

HARRIS TRUST & SAVINGS BANK  
Bond Department  
Chicago

40

HARRIS, FORBES & COMPANY  
Incorporated  
Boston

HARRIS, FORBES & CO. LTD., LONDON  
HARRIS, FORBES & CIE., PARIS

GATINEAU POWER COMPANY

MONTREAL, P.Q., March 16, 1931.

*In the  
Superior Court*

Exhibit P-56.  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$8,500,000.00  
5% 1st Mtge.  
Gold Bonds.  
(continued)

Gentlemen:

In connection with the purchase of \$8,500,000 Gatineau Power Company First Mortgage Gold Bonds, 5% Series due 1956, I take pleasure in submitting the following information:

10

COMPANY

Gatineau Power Company is one of the largest hydro-electric power producers on the North American continent. Its hydro-electric plants on the Gatineau River and on the Ottawa River and tributaries have a present installed generating capacity of 565,519 h.p., to which is being added 34,000 h.p., making a total capacity of 599,519 h.p. The larger portion of these power sites is owned in fee and the balance is held under long term government leases.

20

These plants are all in operation to full installed capacity and (except 25,479 h.p.) are physically inter-connected, forming a unified hydro-electric generating and transmission system. All but 29,905 h.p. of the total capacity of 599,519 h.p. is in plants located within sixty miles of the City of Ottawa and within convenient transmission distance of the largest power consuming centres of Ontario and Quebec.

30 Upon completion of this financing, the Company will own the transmission and distribution system in Quebec of Gatineau Electric Light Company, Limited, which supplies electricity at retail for power and light between Ottawa and Montreal in the Ottawa and St. Lawrence River valleys. In addition it will own a small stream power plant at Dalhousie, N.B., used in connection with the operations of Saint John River Power Company.

40 In addition to these properties, the Company owns the entire funded debt and common stock of Saint John River Power Company, which owns the largest hydro-electric power development in the Maritime Provinces. This development is located at Grand Falls, N.B., and has a present capacity of 80,000 h.p. in operation. The Company also owns all the capital stock (except Directors' shares) of Saint John River Storage Company.

The hydro-electric power plants controlled by the Company are so designed that the aggregate capacity of 679,519 h.p. in operation or being installed may be increased to 809,319 h.p., whenever con-

*In the  
Superior Court*

Exhibit P-56.  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$3,500,000.00  
5% 1st Mtge.  
Gold Bonds.  
(continued)

ditions in the power market justify, merely by installing additional equipment at relatively small expense.

#### PROPERTIES

The three principal hydro-electric plants on the Gatineau River have an aggregate capacity of 436,000 h.p., completed and in operation, to which 34,000 h.p. is being added. The Farmers plant, located five miles north of Ottawa, has four units with a capacity of  
10 96,000 h.p. The Chelsea plant, about one and one-quarter miles further upstream, has four units with a capacity of 136,000 h.p. The Paugan plant located about twenty-five miles above Chelsea, has six units with a capacity of 204,000 h.p., to which is being added 34,000 h.p. by the installation of an additional generator.

On the Ottawa River and tributaries the Company has a present installed hydro-electric capacity of 129,519 h.p., consisting of 51,400 h.p. at the Bryson plant, 36,600 h.p. at the two Chaudiere plants, 24,000 h.p. at the Kipawa plant and 17,519 h.p. at ten smaller plants.

20 The flow of the Gatineau River is regulated under the supervision of the Quebec Streams Commission by the Mercier Storage Reservoir located some ninety miles above the Paugan plant and by the Cabonga Reservoir, forty-six miles further upstream. The combined storage capacity of the two reservoirs is about 145,000,000 cubic feet.

30 The properties in Quebec of Gatineau Electric Light Company, Limited, serve a territory of more than 5,000 square miles which has a population of approximately 250,000, and includes practically all important communities in Quebec from Hull and the Gatineau River east along the Ottawa River and north of the Island of Montreal. The properties include transmission and distribution lines with an aggregate length of 1,675 circuit miles. Except for one small group of properties in southern Quebec the entire system is interconnected directly or through the high tension transmission lines of Gatineau Power Company, or its subsidiary, Gatineau Transmission Company.

40 The transmission line system owned by Gatineau Power Company and its subsidiaries, Gatineau Transmission Company and Saint John River Power Company, consists of 346 circuit miles, 340 miles of which are of voltages from 110,000 to 220,000.

The Grand Falls hydro-electric plant of Saint John River Power Company has a capacity of 80,000 h.p. In order to provide for stream regulation for this plant, Saint John River Storage Company has constructed a storage reservoir on the Madawaska River with a capacity of 3,200,000,000 cubic feet.

In the  
Superior Court

POWER OUTPUT

Exhibit P-56  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$3,500,000.00  
5% 1st Mtge.  
Gold Bonds.  
(continued)

During 1930 the peak load of the plants of the Company and its subsidiaries reached a maximum of 605,495 h.p. and their total production for the year was 2,534,522,000 kwh. Deliveries under long term primary power contracts are now running at the rate of 438,000 h.p. and these contracts require ultimate deliveries of 533,000 h.p. At present 288,000 h.p. of this primary power is being taken by the Hydro-Electric Power Commission of Ontario. All the power not  
10 now required for the supply of primary power contracts is being sold under long term contracts to operating subsidiaries of International Paper Company.

BALANCE SHEET

The consolidated balance sheet of the Company as of December 31, 1930, including Gatineau Electric Light Company, Limited, adjusted to reflect this financing and related matters, was as follows:

20

ASSETS

FIXED ASSETS:

Properties, Power Development and Rights.....	\$132,203,172.61	
Cash in escrow for completion of developments.....	1,682,878.50	
30 Securities on deposit with Provin- cial Government and other in- vestments.....	47,205.80	\$133,933,256.91

CURRENT ASSETS:

Cash.....	\$69,736.38	
Accounts Receivable.....	667,334.69	
Inventories.....	269,267.18	1,006,238.25

40

OTHER ASSETS:

Prepaid and Other.....	\$193,116.03	
Discount on Securities, Organiza- tion Expenses, Etc.....	7,411,827.69	7,604,943.72
		<u>\$142,544,438.88</u>

In the  
Superior Court

Exhibit P-56.  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$8,500,000.00  
5% 1st Mtge.  
Gold Bonds.  
(continued)

LIABILITIES

FUNDED DEPT:			
	First Mortgage Gold Bonds, 5% Series due 1956 (including this issue) . . . . .	\$70,942,000.00	
	Purchase Money Obligation . . . . .	249,722.00	
10	6% Sinking Fund Gold Debentures, due 1941 . . . . .	11,446,500.00	
	6% Gold Debentures, Series "B", due 1941 . . . . .	7,500,000.00	\$90,138,222.00
			<hr/>
CURRENT LIABILITIES:			
	Accounts Payable . . . . .	\$152,094.01	
	Accrued Interest . . . . .	401,404.64	553,498.65
			<hr/>
20	SERIAL OBLIGATION—New Brunswick Electric Power Commission . . . . .		276,444.47
	DUE CANADIAN HYDRO-ELECTRIC CORPORATION, LIMITED . . . . .		7,500,000.0
	RESERVE FOR DEPRECIATION, ETC. . . . .		1,634,536.93
CAPITAL STOCK AND SURPLUS:			
	Saint John River Power Co., Pref. 6% Cum., \$50 par . . . . .	\$601,750.00*	
30	Preferred 6% Cumulative, \$100 par . . . . .	25,000,000.00*	
	Common Stock, \$100 par . . . . .	2,500,000.00*	
	Surplus . . . . .	14,339,986.83	42,441,736.83
			<hr/>
			\$142,544,438.88

\*All owned by Canadian Hydro-Electric Corporation, Limited, except \$75,550 of Preferred Stock of Saint John River Power Company.

40

EARNINGS

Consolidated net earnings available for interest and reserves, for the twelve months ended December 31, 1930, including the earnings of Gatineau Electric Light Company, Limited, as certified by Messrs. P. S. Ross & Sons, Montreal, were as follows:

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(continued)

	REVENUE:	
	Power.....	\$7,416,877.73
	Light.....	567,725.01
	Other.....	469,289.60
		<hr/>
		\$8,453,892.34
	Expenses—including Maintenance.....	1,309,185.39
		<hr/>
	Net Revenue available for Interest and Reserves.....	\$7,144,706.95
10	Annual interest requirements on the purchase money obligation and the First Mortgage 5% Gold Bonds Series due 1956, including this issue.....	\$3,559,586.00

Net earnings, as shown above, available for interest and reserves (said reserves amounting to \$663,776.25 in 1930), were equivalent to twice the annual interest requirements on the purchase money obligation and the entire \$70,942,000 First Mortgage Gold Bonds to be presently outstanding, including this offering. During the last quarter of the year, due to increased contract power deliveries which commenced October 1, 1930, such earnings were at the annual rate of \$7,600,000.

#### POWER CONTRACTS

All the power now being generated at the plants of the Company and its subsidiaries is being sold under contracts with the Hydro-Electric Power Commission of Ontario, City of Ottawa, Canadian International Paper Company, New Brunswick International Paper Company, Fraser Companies, Limited, Canada Cement Company, Limited, The E. B. Eddy Company, Limited, and Ottawa Electric Company and others.

Contracts have been entered into with the Hydro-Electric Power Commission of Ontario, which provide for power deliveries as follows:

40 A contract for thirty years, beginning October 1, 1928, under the Commission is now purchasing 250,000 h.p., which amount is to be increased to 260,000 h.p. beginning October 1, 1931, continuing at this rate throughout the life of the contract.

A forty-year contract, beginning October 1, 1928, with renewal privilege, reserves for the Commission an additional 100,000 h.p., of which a minimum of 60,000 h.p. is to be taken in annual increments of 6,000 h.p. for ten years beginning October 1, 1928. At present 18,000 h.p. is being taken under this contract.

A third contract, acquired from a predecessor company, pro-

*In the  
Superior Court*

Exhibit P-56.  
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\$8,500,000.00,  
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Gold Bonds.  
(continued)

vides for delivery of 20,000 h.p. which is now being taken by the Commission.

Canadian International Paper Company has entered into contracts beginning July, 1926 and running for thirty years or more for the purchase of a minimum of 77,000 h.p. and for the purchase of whatever additional power is required by the Paper Company and which Gatineau Power Company shall have available for sale to it.

10 Saint John River Power Company has long term contracts with Fraser Companies, Limited, and New Brunswick International Paper Company. Full deliveries started October 1, 1928, under the contract with Fraser Companies, Limited, which runs for forty years from that date and calls for delivery of 20,000 h.p. The contracts with New Brunswick International Paper Company also run for forty years, beginning December, 1927, and call for the entire remaining output of the Grand Falls plant both of primary and secondary power up to the present aggregate installed capacity of 80,000 h.p., except for a small amount being supplied to the towns of Grand Falls and Dalhousie.

20

The Trust Deed contains provisions limiting and defining the conditions under which changes may be made in certain of these contracts.

#### SECURITY

30 Upon completion of this financing, the First Mortgage Gold Bonds will be secured, in the opinion of counsel, by a direct first mortgage and hypothec on all water powers, developed and operating, now owned by the Company, except three small powers with a total installed capacity of less than 3,300 h.p., by a direct first mortgage and hypothec on the transmission and distribution system in Quebec now owned by Gatineau Electric Light Company, Limited, by a direct first mortgage on a small steam power plant at Dalhousie, N.B., used in connection with the operations of Saint John River Power Company, by pledge of the entire funded debt (\$10,800,000 principal amount First Mortgage 5% Gold Bonds) and all the common stock of Saint John River Power Company, and by the pledge of all the capital stock (except Directors' shares) of Saint John River  
40 Storage Company and Gatineau Transmission Company. Such first mortgage lien is subject, as to a small part of the transmission and distribution system, to a purchase money obligation of \$249,722. The First Mortgage Bonds of Gatineau Power Company will be followed by \$18,946,500 Debentures outstanding with the public and by indebtedness and preferred and common stocks, all owned by Canadian Hydro-Electric Corporation Limited. Subject to the restrictions of the Trust Deed, \$768,000 additional bonds may be



In the  
Superior Court  
Exhibit P-56  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$3,500,000.00  
5% 1st Mtge.  
Gold Bonds.  
(continued)

issued against pledge of an equal amount of Saint John River Power Company bonds issuable on the basis of the initial 60,000 h.p. installation of that company. The Trust Deed contains provisions permitting certain modifications by the bondholders as therein provided.

#### SINKING FUND

10 The Trust Deed provides for a minimum annual Sinking Fund, payable December 1 each year in cash or Bonds, equal to  $\frac{1}{2}\%$  of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. Bonds acquired by the Sinking Fund will be cancelled forthwith. To date \$1,058,000 Bonds have been retired by operation of the Sinking Fund.

#### MORTGAGE PROVISIONS

20 The Trust Deed provides that additional Bonds, either of the 5% Series due 1956 or of other series, having such rates of interest, maturity dates and other provisions as the Board of Directors may determine and as are permitted by the Trust Deed, may be issued as follows: (a) for the purpose of refunding an equal principal amount of Bonds of any series outstanding under the Trust Deed, or (b) for not more than 75% of the cost or value of additional property or construction as defined in the Trust Deed including securities of other corporations engaged in supplying or transmitting electric power, but only when net earnings (as defined in the Trust Deed) for twelve consecutive calendar months out of the fifteen months immediately preceding application for issue (together with 80% of estimated future net earnings from contracts as defined in the Trust Deed) shall have  
30 been at least equal to twice the annual interest requirements on all First Mortgage Bonds issued and outstanding including those proposed to be issued. No additional Bonds may be issued on the basis of additional property subject to prior liens if thereupon the aggregate principal amount of such prior liens would exceed 25% of the aggregate principal amount of Bonds then issued and outstanding. Not more than 15% of the aggregate amount of Bonds issued under the Trust Deed other than for refunding may be issued in connection with the acquisition of securities of such other corporations; and then only  
40 upon the pledge of all the first mortgage bonds of such other corporations, which shall be at least equal in face amount to the Bonds so issued; and the Bonds so issued shall at their face amount not exceed 75% of the value of the property of such other corporations.

The Trust Deed provides for the modification or alteration thereof of any supplemental indenture, with the assent of the holders of from 50% to 75% in aggregate principal amount of the Bonds (the percentage required depending upon the percentage, if any, opposed

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Gold Bonds.  
(continued)

thereto); but the Trust Deed may not be so modified to permit the extension of the maturity of any Bonds or the reduction in rate of interest thereon, or any other modification in the terms of payment of such interest, without the consent of the holder of each Bond so affected, or to permit any change in the lien of the Trust Deed with respect to the property covered thereby.

#### OWNERSHIP

- 10 Gatineau Power Company is the principal Canadian operating subsidiary of International Hydro-Electric System. International Hydro-Electric System, a subsidiary of International Paper and Power Company, controls through its own direct subsidiaries (Canadian Hydro-Electric Corporation, Limited, and New England Power Association) hydro-electric and steam electric generating stations with an aggregate capacity installed or under construction of 1,617,000 h.p. (1,148,000 h.p. hydro-electric) and distribution systems serving over 360,000 customers. The output of the properties for 1928 was 2,931,390,000 kwh., for 1929 was 3,849,380,000 kwh. and for 1930  
20 was 4,173,923,000 kwh.

International Paper and Power Company, in addition to being, through its subsidiaries, the largest and one of the lowest cost paper producers in the world, ranks through its control of the entire Common and Class B stocks of International Hydro-Electric System as one of the important public utility holding companies of North America.

Very truly yours,

30

A. R. GRAUSTEIN,  
President.

We do not act as broker, or buy or sell on margin, but buy and sell bonds and other securities, and all statements in this circular, although they do not constitute representations by us, are based upon information which we regard as reliable.

- 40 All securities are offered subject to prior sale and advance in price.

Delivery will be made at any responsible bank, charges prepaid, payable with exchange.

Telegrams may be sent at our expense.

EXHIBIT P-57

*In the  
Superior Court*

Exhibit P. 57  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$12,500,000 6%  
Sinking Fund Gold  
Debentures.

PROSPECTUS RE ISSUE BY GATINEAU POWER CO.  
OF \$12,500,000 6% SINKING FUND GOLD  
DEBENTURES

10  
NEW ISSUE

\$12,500,000

GATINEAU POWER COMPANY

20  
6% SINKING FUND GOLD DEBENTURES

Dated June 15, 1926

Due June 15, 1941

30 *Interest payable June 15th and December 15th in New York and Boston in United States gold coin and in Montreal and Toronto in Canadian gold coin. Redeemable at any time at the option of the Company in whole or in part on thirty days' published notice at 105 up to and including June 15, 1931 and thereafter at 1/2% less each succeeding year, plus accrued interest in all cases. Coupon Debentures of denominations of \$1,000 and \$500, registerable as to principal only, interchangeable in like principal amounts. Montreal Trust Company, Trustee.*

*SINKING FUND: The Indenture will provide for a cumulative semi-annual Sinking Fund, payable in cash or Debentures at the current redemption price, beginning June 15, 1927, estimated to retire well over 40% of these Debentures prior to maturity.*

40 The following information is summarized by Mr. A. R. Graustein, President of the Company, from his accompanying letter:

COMPANY: Gatineau Power Company, a Quebec corporation and a wholly owned subsidiary of International Paper Company, will own in fee or hold through long term government leaseholds water power sites in the Province of Quebec, with an aggregate potential

In the  
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Exhibit P-57  
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\$12,500,000 6%  
Sinking Fund Gold  
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(continued)

capacity in excess of 700,000 h.p. The Company is now undertaking a development program calling for the completion by the fall of 1928 of four hydro-electric plants with an initial aggregate installed generating capacity of 397,500 h.p., of which 373,500 h.p. is on the Gatineau River. This river, one of the most important power rivers in Quebec, enters the Ottawa River from the north in the vicinity of the City of Ottawa. Two of the developments with over half the initial capacity lie within seven miles of that city.

- 10 POWER CONTRACTS: Contracts for the sale of over 90% of the primary power to be generated by the initial installations at these four

plants have already been executed with the Hydro-Electric Power Commission of Ontario, the Canadian International Paper Company and the Canada Cement Company, Limited, and the balance is expected to be readily absorbed in the adjacent power markets. The Trust Deed under which the First Mortgage Bonds of Gatineau Power Company are to be issued will contain provisions limiting and defining the conditions under which certain changes may be  
20 made in these contracts in order to introduce the reasonable flexibility desirable in long term contracts.

Upon completion of all four power plants and the delivery of the ultimate amount of power under the contract with the Hydro-Electric Power Commission of Ontario, it is estimated that net earnings of the Company available for interest and reserves will exceed \$5,400,000 per annum, or over twice the combined annual interest requirements on the entire \$37,500,000 First Mortgage Gold Bonds and \$12,500,000 6% Gold Debentures issuable against  
30 this initial construction program and that the thirty-year contract with the Ontario Hydro-Electric Power Commission will alone produce annual net earnings for interest and reserves over  $1\frac{1}{4}$  times such interest charges.

GUARANTEE OF COMPLETION: A deposit sufficient, in accordance with careful estimates checked by independent engineers, to provide funds for the completion of the present development program up to the initial capacity of 397,500 h.p. will be held in escrow so long as required, subject to withdrawal as expenditures are made  
40 for this purpose. This deposit will be composed largely of cash, and the balance will consist of \$12,500,000 (the portion of the initial issue not being sold at this time) of the Company's First Mortgage Bonds, International Paper Company agreeing to find purchasers for these Bonds as additional cash is required. International Paper Company has, furthermore, guaranteed to provide any additional funds which may be necessary for the completion of this initial development program.

In the  
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Exhibit P-57  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$12,500,000 6%  
Sinking Fund Gold  
Debentures.  
(continued)

CAPITALIZATION: (Upon completion of the present program)

STOCK		Outstanding
Common (no par value) . . . . .	500,000 Shares*	
Preferred, 6% Cumulative . . . . .	\$25,000,000*	
FUNDED DEBT:		
6% Sinking Fund Gold Debentures . . . . .	\$12,500,000	
First Mortgage Gold Bonds, 5% Series due 1956 . . . . .	\$37,500,000†	

10 \*All owned by International Paper Company except directors' qualifying shares.

†Includes \$25,000,000 of Bonds being offered at this time and \$12,500,000 additional to be issued and held in escrow. Further First Mortgage Bonds may be issued under the conservative restrictions of the Trust Deed.

20 INTERNATIONAL PAPER COMPANY: International Paper Company with its subsidiaries is the largest manufacturer of paper in the world and one of the largest holders of water powers in North America. The capacity of its paper mills is more than twice as great as that of any other company on this Continent. Upon completion of the present development program of Gatineau Power Company, International Paper Company with its wholly owned subsidiaries will have developed water powers with a total installed capacity of almost 600,000 h.p. (500,000 h.p. hydroelectric and 100,000 h.p. hydraulic), capable of being increased through further development and through the utilization of undeveloped sites to about 1,400,000 h.p.

WE RECOMMEND THESE DEBENTURES FOR INVESTMENT

30 PRICE 99½ AND INTEREST, YIELDING 6.05%

*Debentures are offered for delivery when, as and if issued and received by us and subject to approval of counsel. It is anticipated that temporary Debentures or Interim Receipts will be available for delivery on or about August 17, 1926.*

—————  
HANSON BROS.  
INVESTMENT SECURITIES

40 FOUNDED 1883  
330 Bay Street      160 St. James Street      63 Sparks Street  
TORONTO              MONTREAL              OTTAWA  
Tel. Adelaide 5819      Tel. Main 8071              Tel. Queen 8123

*The statements contained in this circular are not guaranteed, but are based upon information which we believe to be reliable and on which we acted in purchasing these securities.*

In the  
Superior Court

GATINEAU POWER COMPANY

MONTREAL, P.Q., July 20, 1926.

Exhibit P. 57  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$12,500,000 6%  
Sinking Fund Gold  
Debentures.  
(continued)

Gentlemen:

In connection with the issue of \$12,500,000 Gatineau Power Company 6% Sinking Fund Gold Debentures, due 1941, I take pleasure in submitting the following information:

10

COMPANY AND BUSINESS

Gatineau Power Company, a Quebec corporation and a wholly owned subsidiary of International Paper Company, will own in fee or hold through long term government leaseholds water power sites in the Province of Quebec, with an aggregate potential capacity in excess of 700,000 h.p. The Company is now undertaking a development program calling for the completion by the fall of 1928 of four hydro-electric plants with an initial aggregate installed generating capacity of 397,500 h.p., of which 373,500 h.p. is on the Gatineau River. This river, one of the most important power rivers in Quebec, enters the Ottawa River from the north in the vicinity of the City of Ottawa. Two of the developments with over half the initial capacity lie within seven miles of that city. Contracts for the sale of over 90% of the primary power to be generated by the initial installations at these four plants have already been executed with the Hydro-Electric Power Commission of Ontario, the Canadian International Paper Company and the Canada Cement Company, Limited.

30

The Kipawa plant at the outlet of Lake Kipawa, Quebec, is almost completed up to a capacity of 24,000 h.p. The Chelsea and Farmers plants on the Gatineau River are now under construction and are to be completed up to their initial installed capacities of 131,000 h.p. and 92,500 h.p., respectively, early in 1927. Construction work on the fourth development, the Paugan plant, is to be started in the fall of this year and it is anticipated that this plant will be in commercial operation with an installed capacity of 150,000 h.p. by the fall of 1928.

40

GUARANTEE OF COMPLETION

A deposit sufficient, in accordance with careful estimates checked by independent engineers, to provide funds for the completion of the present development program up to the initial capacity of 397,500 h.p. will be held in escrow so long as required, subject to withdrawal as expenditures are made for this purpose. This deposit will be

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Sinking Fund Gold  
Debentures.  
(continued)

composed largely of cash, and the balance will consist of \$12,500,000 (the portion of the initial issue not being sold at this time) of the Company's First Mortgage Bonds, International Paper Company agreeing to find purchasers for these Bonds as additional cash is required. International Paper Company has, furthermore, guaranteed to provide any additional funds which may be necessary for the completion of this initial development program.

CAPITALIZATION

10 (Upon completion of the present program)

STOCK	Outstanding
Common (no par value) . . . . .	500,000 Shares*
Preferred, 6% Cumulative . . . . .	\$25,000,000*

FUNDED DEBT:

6% Sinking Fund Gold Debentures . . . . .	\$12,500,000
20 First Mortgage Gold Bonds, 5% Series due 1956 .	\$37,500,000†

\*All owned by International Paper Company except directors' qualifying shares.

†Includes \$25,000,000 of Bonds being offered at this time and \$12,500,000 additional to be issued and held in escrow. Further First Mortgage Bonds may be issued under the conservative restrictions of the Trust Deed.

ISSUE OF DEBENTURES

30 These Debentures will be direct obligations of Gatineau Power Company, which will agree not to issue any bonds or other debt secured by mortgage, pledge or other lien on any of its properties (except the First Mortgage, purchase money liens, liens on property acquired after the creation of said First Mortgage and pledges to secure temporary loans in the usual course of business) unless these Debentures shall then be equally secured therewith.

EQUITY

40 No funded debt in addition to the \$37,500,000 First Mortgage Gold Bonds and \$12,500,000 6% Gold Debentures will be issuable against the present development up to the initial capacity of 397,500 h.p. of the Pagan, Chelsea, Farmers and Kipawa plants. Estimates of independent engineers indicate a value for this initial development, when completed, largely in excess of the funded debt to be outstanding. The Debentures will be followed by \$25,000,000 Preferred Stock and 500,000 shares of Common Stock.

SINKING FUND

In the  
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\$12,500,000 6%  
Sinking Fund Gold  
Debentures.  
(continued)

The Indenture will provide for a cumulative semi-annual Sinking Fund beginning June 15, 1927, estimated to retire well over 40% of these Debentures prior to maturity. The semi-annual payments are to be made in cash or in Debentures at the current redemption price, any cash to be used for the purchase of Debentures at not exceeding the current redemption price or for the redemption thereof by lot.

10

PROPERTY

The property of the Company will comprise four hydro-electric generating plants with an aggregate initial installed capacity of 397,500 h.p., owned in fee or held under long term government leaseholds, and approximately one hundred miles of high tension transmission circuits, certain of which may be owned by a subsidiary. The three power plants on the Gatineau River have been designed to permit the comparatively inexpensive addition of an aggregate of 100,000 h.p. additional when the water storage facilities are increased, making a total capacity of almost 500,000 h.p.

20

The Kipawa plant has been in operation at a lesser capacity for several years, and its extension to an installed capacity of 24,000 h.p. is now practically completed. The Farmers plant, now under construction, is located about five miles north of Ottawa on the Gatineau River. It will have an initial capacity of 92,500 h.p. operating under a head of 66 feet. The Chelsea plant, also under construction, is located about one and one-quarter miles above the Farmers plant and will have an initial capacity of 131,000 h.p. The concrete dam will impound water extending about thirteen miles upstream and the plant will operate under a head of 96 feet. The Pagan plant, upon which it is expected construction work will be started in the fall of 1926, will be located about twenty-five miles above the Chelsea plant. This station will have an initial capacity of 150,000 h.p. and will operate under a head of at least 112 feet.

30

A storage dam is being constructed at Bitobi Rapids, 90 miles above the Pagan plant, which will create a storage reservoir with a superficial area of 107 square miles and a capacity of 82,000,000,000 cubic feet. This reservoir, which will become the property of the Province of Quebec and will be operated by the Quebec Streams Commission, will equalize the flow of the Gatineau River and thus make possible the large output of primary power from the plants of the Company down stream.

40

POWER CONTRACTS

A thirty-year contract has been executed with the Hydro-Electric Power Commission of Ontario which provides for the sale of



*In the  
Superior Court*

Exhibit P. 57  
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Issue by Gatineau  
Power Co. of  
\$12,500,000 6%  
Sinking Fund Gold  
Debentures.  
(continued)

power to the Commission. Under the terms of this contract the Commission will purchase 80,000 h.p. of electrical energy during the twelve months beginning October 1, 1928, the amount increasing annually to a maximum of 260,000 h.p. during the twelve months beginning October 1, 1931, which rate is continued throughout the life of the contract. It is estimated that starting with October 1, 1931, this contract alone will produce annual net earnings available for interest and reserves amounting to over  $1\frac{1}{4}$  times the combined annual interest charges on the entire initial issue of \$37,500,000 First Mortgage Gold Bonds and these \$12,500,000 6% Debentures.

In addition, the Canadian International Paper Company has entered into a thirty-year contract for the purchase of a minimum of 74,000 h.p. per annum to be used at its new Gatineau newsprint mill and its Kipawa pulp mill, and the Canada Cement Company, Limited, has contracted to purchase 3,000 h.p. per annum for an initial period of fifteen years from October 1, 1930, subject to renewal.

The Trust Deed under which the First Mortgage Bonds are to be issued will contain provisions limiting and defining the conditions under which certain changes may be made in these contracts in order to introduce the reasonable flexibility desirable in long term contracts.

Of the primary power available for sale from the initial installations at the Company's four plants, over 90% has thus already been disposed of under these long term contracts, leaving unsold only a small proportion which the adjacent power markets are expected to absorb readily.

#### ESTIMATED EARNINGS

Upon completion of all four power plants and the delivery of the ultimate amount of power under the contract with the Hydro-Electric Power Commission of Ontario, it is estimated that net earnings of the Company available for interest and reserves will exceed \$5,400,000 per annum, or over twice the combined annual interest requirements on the entire \$37,500,000 First Mortgage Gold Bonds and \$12,500,000 6% Gold Debentures issuable against this initial construction program.

#### CONTRACT POWER PURCHASERS

The Hydro-Electric Power Commission of Ontario owns large hydro-electric powers at Niagara Falls and elsewhere and comprehensive transmission systems supplying power for most of the population of Ontario. The use of power in this Province is constantly increasing, and in the year 1925, the Commission delivered a total of 3,250,000,000 k.w.h., the maximum demand during the year exceeding 850,000 h.p.

In the  
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Exhibit P-57  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$12,500,000, 6%  
Sinking Fund Gold  
Debentures.  
(continued)

The Statutes of Ontario provide for raising moneys to meet the obligations of the Hydro-Electric Power Commission of Ontario in the same manner as for meeting the direct obligations of the Province, the Commission being a public corporation, the members of which are appointed by and hold office at the pleasure of the Government of Ontario.

- Canadian International Paper Company, a wholly owned subsidiary of International Paper Company, owns and operates the  
10 Three Rivers newsprint mill in the Province of Quebec with a capacity of over 600 tons per day, and now has under construction the new Gatineau newsprint mill also of 600 tons daily capacity. It also owns and operates mills producing sulphite pulp with an aggregate capacity of 385 tons per day. Its holdings of timberland freeholds and timber limits under Crown leases exceed 10,000,000 acres.

#### INTERNATIONAL PAPER COMPANY

- International Paper Company with its subsidiaries is the largest  
20 manufacturer of paper in the world and one of the largest holders of water powers and timber limits in North America. The capacity of its paper mills is more than twice as great as that of any other company on this Continent. Its timberland freeholds and Crown timber limit leases cover over 18,750 square miles. Upon completion of the present development program of Gatineau Power Company, International Paper Company with its wholly owned subsidiaries will have developed water powers with a total installed capacity of almost 600,000 h.p. (500,000 h.p. hydro-electric and 100,000 h.p. hydraulic),  
30 capable of being increased through further development and through the utilization of undeveloped sites to about 1,400,000 h.p.

Very truly yours,

A. R. GRAUSTEIN,  
*President.*

- The Gatineau River properties have been examined and the  
40 program for their development approved by The J. G. White Engineering Corporation.

Legal matters in connection with the Indenture and the issue of Debentures thereunder are to be passed upon for the Bankers by Messrs. Rushmore, Bisbee and Stern, New York, and Messrs. Lafleur, MacDougall, Macfarlane and Barclay, Montreal, and for the Company by Messrs. Davis, Polk, Wardwell, Gardiner and Reed, New York, and Messrs. Brown, Montgomery and McMichael, Montreal.

In the  
Superior Court

EXHIBIT P-58

Exhibit P-58  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$11,000,000 5%  
Series 1st Mtge.  
Gold Bonds.

PROSPECTUS RE ISSUE BY GATINEAU POWER CO.  
OF \$11,000,000 5% SERIES 1ST MORTGAGE  
GOLD BONDS

ADDITIONAL OFFERING

Circular 303A

OCTOBER 25, 1929

10

\$11,000,000

GATINEAU POWER COMPANY

FIRST MORTGAGE GOLD BONDS

5% Series due 1956

20 Date June 1, 1926

Due June 1, 1956

30 *Interest payable June 1 and December 1 in New York and Boston in United States gold coin and in Montreal and Toronto in Canadian gold coin. Redeemable on any interest date on thirty days' published notice at 105 through June 1, 1936; thereafter at 104 through June 1, 1941; thereafter at 103 through June 1, 1946; thereafter at 102 through June 1, 1951; and thereafter and prior to maturity at 101; accrued interest to be included in all cases. Coupon Bonds of denominations of \$1,000 and \$500, registerable as to principal and fully registered Bonds of \$1,000, \$5,000, \$10,000 and authorized multiples, interchangeable in like principal amounts. The Royal Trust Company, Montreal, Trustee.*

The following information is summarized by Mr. A. R. Graustein, President of the Company, from his accompanying letter:

40 COMPANY: Gatineau Power Company is the principal Canadian subsidiary of International Hydro-Electric System and one of the largest hydro-electric producers on the North American continent. Its hydro-electric plants on the Gatineau River and on the Ottawa River and tributaries have a present installed generating capacity of 562,600 h.p., of which 436,000 h.p. is in three plants located on the Gatineau River within thirty-five miles of the City of Ottawa. All of its plants (except 40,000 h.p.) are physically interconnected, forming a unified hydro-electric generating and transmission system. The larger portion of these power sites are owned in fee and the balance are held under long term government leases. In addition, it is now acquiring the entire funded debt and common

*In the  
Superior Court*

Exhibit P-58  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$11,000,000 5%  
Series 1st Mtge.  
Gold Bonds.  
(continued)

stock of Saint John River Power Company, which owns the largest hydro-electric power development in the Maritime Provinces. This development is located at Grand Falls, N.B. Of the initial 60,000 h.p. installation, 20,000 h.p. has been in operation since October 1, 1928 and an additional 40,000 h.p. will be in service by the end of this year.

10 The total potential hydro-electric capacity controlled by the Company, including undeveloped powers, is in excess of 1,200,000 h.p.

20 **POWER CONTRACTS:** Contracts for the sale of all the power presently to be generated at the plants of the two companies have been executed with the Hydro-Electric Power Commission of Ontario and others. These contracts require deliveries of primary power in the aggregate increasing on October 1 in each year from present deliveries of 325,000 h.p. to more than 480,000 h.p. beginning October 1, 1931. The Trust Deed contains provisions limiting and defining the conditions under which changes may be made in certain of these contracts.

30 **EARNINGS:** Net earnings of the Company (available for interest and reserves) on the basis of full power deliveries called for by present contracts on or before October 1, 1931, plus annual interest on \$9,500,000 First Mortgage 5% Bonds of Saint John River Power Company (all to be pledged under the Trust Deed) are calculated to exceed \$7,258,000 per annum, or over 2.3 times the annual interest requirements on the entire \$63,043,500 First Mortgage Gold Bonds to be presently outstanding, including this offering. These earnings do not include any equity earnings which may accrue to the Company from ownership of all the common stock of Saint John River Power Company. For the twelve months ended September 30, 1929, actual consolidated net earnings from operations of the two companies (available for interest and reserves) amounted to \$4,841,299, or more than 1.5 times such interest requirements. In the following years increased power deliveries called for by the power contracts will result in constantly increasing earnings up to the twelve months beginning October 1, 1931. In addition there are excellent prospects for further substantial increases in earnings both before and after 1931 through the normal growth in demand for power from present customers and others  
40 located in the territory served.

**PURPOSE OF ISSUE:** The major portion of the proceeds of this issue will be applied to the acquisition of First Mortgage Bonds of Saint John River Power Company, and the balance will be used to reimburse the Company for expenditures made or to be made for

In the  
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Exhibit P-58  
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(continued)

capital purposes including construction of Cabonga storage reservoir and additions to the transmission system.

10 SECURITY: The First Mortgage Gold Bonds are secured, in the opinion of counsel, by a direct first mortgage and hypothec on all water powers developed and operating or in process of development now owned by the Company, except four small powers with a total installed capacity of less than 6,000 h.p. Upon completion of this financing they will be additionally secured by pledge of the entire funded debt and common stock of Saint John River Power Company, viz: \$9,500,000 principal amount of First Mortgage 5% Gold Bonds and 100,000 shares of common stock. Subject to the restrictions of the Trust Deed, \$2,500,000 additional bonds may be issued against pledge of an equal amount of Saint John River Power Company bonds issuable on the basis of the initial 60,000 h.p. installation of that company. The First Mortgage Bonds of Gatineau Power Company are followed by \$19,369,500 Debentures outstanding with the public and by \$7,000,000 Income Subordinated Certificates, \$25,000,000 par value of Preferred Stock and 500,000 shares of common stock, all owned by Canadian Hydro-Electric Corporation. The Trust Deed contains provisions permitting certain modifications by the bondholders as therein provided.

20 SINKING FUND: The Trust Deed provides for a minimum annual Sinking Fund, payable December 1 each year in cash or Bonds, equal to  $\frac{1}{2}\%$  of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. To date \$456,500 Bonds have been retired by operations of the Sinking Fund.

30

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PRICE 93 AND ACCRUED INTEREST TO YIELD ABOUT 5.50%

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40 *These Bonds are offered for delivery when, as and if received by us and subject to approval of counsel. Legal proceedings in connection with the issuance of these Bonds are to be passed upon for the Bankers by Messrs. Rushmore, Bisbee and Stern, New York, and for the Company by Messrs. Davis, Polk, Wardwell, Gardiner and Reed, New York, and Messrs. Brown, Montgomery and McMichael, Montreal. Title questions and matters of local law have been or will be passed upon by local counsel. It is expected that temporary Bonds or Interim Receipts will be available for delivery on or about November 19, 1929.*

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ROYAL SECURITIES CORPORATION  
LIMITED

In the  
Superior Court

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Gold Bonds.  
(continued)

Montreal, Toronto, Halifax, Saint John, Quebec, Ottawa, Win-  
nipeg, Vancouver, Charlottetown, Three Rivers, Riviere-du-Loup,  
Hamilton, Calgary, Edmonton, Regina, Victoria, St. John's, Nfld.,  
New York, London, England.

10 *The statements contained in this circular are not guaranteed, but are  
based upon information which we believe to be reliable and on which we  
acted in purchasing these securities.*

GATINEAU POWER COMPANY

MONTREAL, P.Q., October 24, 1929

Gentlemen:

20 In connection with the purchase of \$11,000,000 Gatineau Power  
Company First Mortgage Gold Bonds, 5% Series due 1956, I take  
pleasure in submitting the following information:

COMPANY

30 Gatineau Power Company is the principal Canadian operating  
subsidiary of International Hydro-Electric System and one of the  
largest hydro-electric producers on the North American continent.  
Its hydro-electric plants on the Gatineau River and on the Ottawa  
River and tributaries have a present installed generating capacity of  
40 562,600 h.p., of which 436,000 h.p. is in three plants located on the  
Gatineau River within thirty-five miles of the City of Ottawa. All  
of its plants (except 40,000 h.p.) are physically inter-connected, form-  
ing a unified hydro-electric generating and transmission system. In  
addition, it is now acquiring the entire funded debt and common  
stock of Saint John River Power Company, which owns the largest  
hydro-electric power development in the Maritime Provinces. This  
development is located at Grand Falls, N.B. Of the initial 60,000  
h.p. installation, 20,000 h.p. has been in operation since October 1,  
1928 and an additional 40,000 h.p. will be in service by the end of this  
year.

The power plants controlled by the Company are so designed  
that this aggregate capacity of 622,600 h.p. in operation or being  
installed may be increased to 805,100 h.p., whenever conditions in the  
power market justify, merely by installing additional equipment at  
relatively small expense. The total potential hydro-electric capacity  
including undeveloped powers is in excess of 1,200,000 h.p.

*In the  
Superior Court*

PROPERTY

Exhibit P-58  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$11,000,000 5%  
Series 1st Mtge.  
Gold Bonds.  
(continued)

The Company owns or holds under long term government lease three power sites on the Gatineau River at which it has an aggregate capacity of 436,000 h.p., already completed and in operation. The Farmers plant located five miles north of Ottawa has four units with an installed and operating capacity of 96,000 h.p. The Chelsea plant about one and one-quarter miles further upstream has four units with an installed and operating capacity of 136,000 h.p. The Paugan  
10 plant, located about twenty-five miles above Chelsea, has six units with an installed and operating capacity of 204,000 h.p.

On the Ottawa River and tributaries the Company has a present installed hydro-electric capacity of 126,600 h.p., 50,000 h.p. at the Bryson plant, 36,600 h.p. at the Chaudiere plants, 24,000 h.p. at the Kipawa plant and 16,000 h.p. at nine smaller plants.

The flow of the Gatineau River is regulated, under the supervi-  
20 sion of the Quebec Streams Commission, by the Mercier Storage Dam located at Bitobi Rapids, some ninety miles above the Paugan plant, where a storage reservoir with a superficial area of over 110 square miles and a capacity of over 100,000,000,000 cubic feet has been created. Forty-six miles further up the river the company is now constructing the Cabonga Storage Dam which will create storage for an additional 45,000,000,000 cubic feet of water. This regulation of the river insures a large and regular output throughout the whole year of primary power from the hydro-electric plants below the dams.

30 The Grand Falls Hydro-Electric development of Saint John River Power Company includes a generating plant designed for an ultimate capacity of 80,000 h.p. of which the first 20,000 h.p. unit started operation on October 1, 1928, and two additional 20,000 h.p. units are to be in service by the end of this year. In order to provide for stream regulation for the Grand Falls plant that Company is also constructing a storage dam on the Madawaska River which initially will provide 3,200,000,000 cubic feet storage.

40 The transmission system in operation and under construction owned directly by Gatineau Power Company includes 236 miles of circuits at voltages from 110,000 to 220,000 volts; in addition the Saint John River Power Company is constructing a 104 mile line at 132,000 volts connecting the Grand Falls plant with the Dalhousie mill of New Brunswick International Paper Company. Sub-stations of Gatineau Power Company and Saint John River Power Company have a total capacity of over 730,000 kva.

PURPOSE OF ISSUE

In the  
Superior Court

Exhibit P-58  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$11,000,000 5%  
Series 1st Mtge.  
Gold Bonds.  
(continued)

The major portion of the proceeds of this issue will be applied to the acquisition of First Mortgage Bonds of Saint John River Power Company, and the balance will be used to reimburse the Company for expenditures made or to be made for capital purposes including construction of the Cabonga storage reservoir and additions and extensions to the transmission system.

10

CAPITALIZATION

Upon completion of present financing the consolidated capitalization of the Company and its subsidiaries will be as follows:

FUNDED DEBT:

	First Mortgage Gold Bonds, 5% Series due 1956 (including this offering).....	Issued \$63,500,000*	Outstanding
20	Less Sinking Fund Redemption.....	456,500	\$63,043,500
	6% Sinking Fund Gold Debentures, due 1941.....	\$12,500,000	
	Less Sinking Fund Redemption.....	630,500	11,869,500
	6% Gold Debentures, Series "B", due 1941.....		7,500,000
	Income Subordinated Certificates.....		\$7,000,000†

30 STOCK:

	Preferred, 6% Cumulative (\$100 par value).....	\$25,000,000†
	Preferred, 6%, of Saint John River Power Company (\$50 par value).....	601,750†
	Common (no par value).....	500,000 Shares†

\*Additional First Mortgage Bonds may be issued under the conservative restrictions of the Trust Deed.

40 †All owned by Canadian Hydro-Electric Corporation, Limited, except \$199,600 of Preferred Stock.

EARNINGS

Net earnings of the Company (available for interest and reserves), on the basis of full power deliveries called for by present contracts on or before October 1, 1931, plus annual interest on \$9,500,000



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Gold Bonds.  
(continued)

10 First Mortgage 5% Bonds of Saint John River Power Company (all to be pledged under the Trust Deed), are calculated to exceed \$7,258,000 per annum, or over 2.3 times the annual interest requirements on the entire \$63,043,500 First Mortgage Gold Bonds to be presently outstanding, including this offering. These earnings do not include any equity earnings which may accrue to the Company from ownership of all the common stock of Saint John River Power Company. For the twelve months ended September 30, 1929, actual consolidated net earnings from operations of the two companies (available for interest and reserves) amounted to \$4,841,299, or more than 1.5 times such interest requirements. In the following years increased power deliveries called for by the power contracts will result in constantly increasing earnings up to the twelve months beginning October 1, 1931. In addition there are excellent prospects for further substantial increases in earnings both before and after 1931 through the normal growth in demand for power from present customers and others located in the territory served.

#### SECURITY

20 The First Mortgage Gold Bonds are secured, in the opinion of counsel, by a direct first mortgage and hypothec on all water powers developed and operating or in process of development now owned by the Company, except four small powers with a total installed capacity of less than 6,000 h.p. Upon completion of this financing they will be additionally secured by pledge of the entire funded debt and common stock of Saint John River Power Company, viz: \$9,500,000 principal amount of First Mortgage 5% Gold Bonds and 100,000 shares of common stock. Subject to the restrictions of the Trust Deed, 30 \$2,500,000 additional bonds may be issued against pledge of an equal amount of Saint John River Power Company bonds issuable on the basis of the initial 60,000 h.p. installation of that company. The First Mortgage Bonds of Gatineau Power Company are followed by \$19,369,500 Debentures outstanding with the public and by \$7,000,000 Income Subordinated Certificates, \$25,000,000 par value of Preferred Stock and 500,000 shares of common stock, all owned by Canadian Hydro-Electric Corporation. The Trust Deed contains provisions permitting certain modifications by the bondholders as therein provided.

40

#### SINKING FUND

The Trust Deed provides for a minimum annual Sinking Fund, payable December 1 each year in cash or Bonds, equal to  $\frac{1}{2}\%$  of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. Bonds acquired by the Sinking Fund will be cancelled forthwith. To date \$456,500 Bonds have been retired by operation of the Sinking Fund.

POWER CONTRACTS

*In the  
Superior Court*

Exhibit P-58  
Prospectus re  
Issue by Gatineau  
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\$11,000,000 5%  
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Gold Bonds.  
(continued)

Contracts for the sale of all the power presently to be generated at the plants of the two Companies have been executed with the Hydro-Electric Power Commission of Ontario, City of Ottawa, Canadian International Paper Company, New Brunswick International Paper Company, Fraser Companies, Limited, Canada Cement Company, Limited, E. B. Eddy Company, Ottawa Electric Company and Gatineau Electric Light Company, Limited.

10

These contracts, the more important of which are described below, require deliveries of primary power in the aggregate increasing on October 1 in each year from present deliveries of 325,000 h.p. to more than 480,000 h.p. beginning October 1, 1931.

Two contracts have been entered into with the Hydro-Electric Power Commission of Ontario, which provide for power deliveries as follows:

20

A thirty-year contract has been executed under the terms of which the Commission is now purchasing 150,000 h.p., which amount is to be increased each succeeding October 1 to a maximum of 260,000 h.p. during the twelve months beginning October 1, 1931, which rate is continued throughout the life of the contract.

30

A forty-year contract, with renewal privilege, entered into in 1927 reserves for the Commission an additional 100,000 h.p., of which a minimum of 60,000 h.p. is to be taken in annual increments of 6,000 h.p. for ten years beginning October 1, 1928. 12,000 h.p. is now being taken under this contract.

Canadian International Paper Company has entered into contracts running for thirty years or more for the purchase of a minimum of 77,000 h.p. and for the purchase of such portion of an additional 193,000 h.p. as Gatineau Power Company shall have available for sale to it, all of which will be used at its new Gatineau newsprint mill, its Kipawa pulp mill and the "Ten-Test" fibreboard plant.

40

Saint John River Paper Company has long term contracts with Fraser Companies, Limited, and New Brunswick International Paper Company. Full deliveries started October 1, 1928 under the contract with Fraser Companies, Limited, which runs for forty years and calls for delivery of 20,000 h.p. The contracts with the New Brunswick International Paper Company also run for forty years and call for the entire remaining output of the plant both of primary and secondary power up to an aggregate installed capacity of 80,000 h.p. Initial deliveries under this contract will be on the basis of 20,000 h.p. of

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primary power with all additional production treated as secondary power.

The Trust Deed contains provisions limiting and defining the conditions under which changes may be made in certain of these contracts.

#### CONTRACT POWER PURCHASERS

10 The Hydro-Electric Power Commission of Ontario owns large hydro-electric powers at Niagara Falls and elsewhere and comprehensive transmission systems supplying power for most of the population of Ontario. The use of power in this Province is constantly increasing, and in the year 1928, the Commission used a total of 4,429,404,096 kwh., the maximum demand during the year exceeding 1,000,000 h.p.

20 The Statutes of Ontario provide for raising moneys to meet the obligations of the Hydro-Electric Power Commission of Ontario in the same manner as for meeting the direct obligations of the Province, the Commission being a public corporation, the members of which are appointed by and hold office at the pleasure of the Government of Ontario.

30 Canadian International Paper Company, a wholly owned subsidiary of International Paper Company, owns and operates the Three Rivers newsprint mill in the Province of Quebec with a capacity of 700 tons per day, and the new Gatineau newsprint mill of 600 tons daily capacity. It also owns and operates mills producing sulphite pulp with an aggregate capacity of more than 420 tons per day. Its holdings of timberland freeholds and timber limits under Canadian Crown leases exceed 12,100,000 acres.

#### MORTGAGE RESTRICTIONS

40 The Trust Deed provides that additional Bonds, either of the 5% Series due 1956 or of other series, having such rates of interest, maturity dates and other provisions as the Board of Directors may determine and as are permitted by the Trust Deed, may be issued as follows: (a) for the purpose of refunding an equal principal amount of Bonds of any series outstanding under the Trust Deed, or (b) for not more than 75% of the cost or value of additional property or construction as defined in the Trust Deed including securities of other corporations engaged in supplying or transmitting electric power, but only when net earnings (as defined in the Trust Deed) for twelve consecutive calendar months out of the fifteen months immediately preceding application for issue (together with 80% of estimated future net earnings from contracts as defined in the Trust Deed) shall have

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been at least equal to twice the annual interest requirements on all First Mortgage Bonds issued and outstanding including those proposed to be issued. Not more than 15% of the aggregate amount of Bonds issued under the Trust Deed other than for refunding may be issued in connection with the future acquisition of securities of such other corporations; and then only upon the pledge of all the first mortgage bonds on such other corporations, which shall be at least equal in face amount to the Bonds so issued; and the Bonds so issued shall at their face amount not exceed 75% of the value of property of  
10 such other corporations.

The Trust Deed provides for the modification or alteration thereof or of any supplemental indenture, with the assent of the holders of from 50% to 75% in aggregate principal amount of the Bonds (the percentage required depending upon the percentage, if any, opposed thereto); but the Trust Deed may not be so modified to permit the extension of the maturity of any Bonds or the reduction in rate of interest thereon, or any other modification in the terms of payment of such interest, without the consent of the holder of each Bond so  
20 affected, or to permit any change in the lien of the Trust Deed with respect to the property covered thereby.

Very truly yours,

A. R. GRAUSTEIN,  
*President.*

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In the  
Superior Court

Exhibits P-59  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$7,500,000 6%  
Gold Debentures.

EXHIBIT P-59

NEW ISSUE

PROSPECTUS RE ISSUE BY GATINEAU POWER CO. OF  
\$7,500,000 6% GOLD DEBENTURES

NEW ISSUE

\$7,500,000

GATINEAU POWER COMPANY

10

6% GOLD DEBENTURES

Series "B"

To be Dated October 1, 1928

To Mature April 1, 1941

20 *Interest payable April 1 and October 1 in New York and Boston in United States gold coin and in Montreal and Toronto in Canadian gold coin, without deduction for any United States Federal Income Tax not exceeding 2% which the Company may lawfully pay at the source. Redeemable at any time at the option of the Company in whole or in part on thirty days' published notice at 105 up to and including April 1, 1931, and thereafter at 1/2% less each succeeding year, plus accrued interest in all cases. Coupon Debentures of denominations of \$1,000 and \$500 registerable as to principal only, interchangeable in like principal amounts. Montreal Trust Company, Trustee.*

30 The following information is summarized by Mr. A. R. Graustein, President of the Company, from his accompanying letter:

40 COMPANY: Gatineau Power Company, one of the largest hydro-electric producers on the North American continent, is now finishing, within cost and time estimates, the construction of three hydro-electric developments of an installed capacity of 419,500 h.p., all situated on the Gatineau River within thirty-five miles of the City of Ottawa and within economic transmission distance of the largest markets for power in the Dominion of Canada. Initial deliveries of this power to the Hydro-Electric Power Commission of Ontario, the Company's largest customer, are scheduled to begin October 1, 1928. Other powers held by the Company and located on the Ottawa River and its tributaries bring its total capacity, now operating or nearing completion, up to 544,300 h.p., of which 463,300 h.p. is already in operation. The power plants comprising its system are so designed that this capacity of 544,300 h.p. may be increased to 697,000 h.p. whenever conditions in the power market justify, merely by installing additional equipment at relatively small expense. The total potential capacity of the Company in-

*In the  
Superior Court*

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\$7,500,000 6%  
Gold Debentures.  
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cluding its undeveloped power is in excess of 1,100,000 h.p. All of these powers are owned in fee or held under long term government leases.

10 PURPOSE OF ISSUE: The proceeds of this offering of \$7,500,000 6% Debentures, Series "B" and of \$1,100,000 5% Bonds recently sold by the Company, and of \$7,900,000 5% Bonds to be presently offered will reimburse the Company for expenditures made or to be made in connection with the recent acquisition of the Bryson and Chaudiere plants on the Ottawa River including the enlargement of the Bryson plant now under way and for other capital expenditures.

20 POWER CONTRACTS: Contracts for the sale of all the primary power presently to be generated at the plants have already been executed with the Hydro-Electric Power Commission of Ontario, City of Ottawa, Canadian International Paper Company, Canada Cement Company, Limited, E. B. Eddy Company, Ottawa Electric Company and Gatineau Electric Light Company, Limited. The Trust Deed securing the Company's First Mortgage Gold Bonds contains provisions limiting and defining the conditions under which changes may be made in certain of these contracts in order to introduce the reasonable flexibility desirable in long term contracts. With the Hydro Electric Power Commission of Ontario, one contract for a term of thirty years has been executed under the terms of which the Commission will purchase 80,000 h.p. of electrical energy during the twelve months beginning October 1, 1928, the amount increasing annually thereafter to a maximum of 260,000 h.p. during the twelve months beginning October 1, 1931, which rate is continued throughout the life of the contract. Another contract, covering a period of forty years, with renewal privilege, entered into in 1927, reserves for the Commission an additional 100,000 h.p. of which a minimum of 60,000 h.p. is to be taken in annual increments of 6,000 h.p. for ten years beginning October 1, 1928.

40 EARNINGS: Net earnings available for interest and reserves under contracts now signed, it is estimated, will be in excess of \$6,600,000 for the twelve months beginning October 1, 1931, or over 1.7 times the combined annual interest requirements on the \$19,631,000 Debentures (including this issue) and the \$52,292,500 First Mortgage Gold Bonds, to be presently outstanding. For the twelve months beginning October 1, 1928, on which date deliveries of power to the Hydro-Electric Power Commission of Ontario are scheduled to commence, it is estimated that such net earnings will be in excess of 1.1 times these combined annual interest requirements. In the following years increased power deliveries called for by the power contracts will result in constantly increasing earnings

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Gold Debentures.  
(continued)

up to the twelve months beginning October 1, 1931, and these earnings will further increase thereafter as power utilized for steam is delivered for power purposes.

WE RECOMMEND THESE DEBENTURES FOR INVESTMENT  
PRICE 101 AND ACCRUED INTEREST TO YIELD OVER 5.88%

10 *These Debentures are offered for delivery when, as and if issued and received by us and subject to approval of counsel. Legal proceedings in connection with the issuance of these Debentures have been or are to be passed upon for the Bankers by Messrs. Rushmore, Bisbee and Stern, New York, and for the Company by Messrs. Davis, Polk, Wardwell, Gardiner and Reed, New York, and Messrs. Brown, Montgomery and McMichael, Montreal; and titles have been or are to be passed upon by said Messrs. Brown, Montgomery and McMichael. It is expected that Temporary Debentures or Interim Receipts will be available for delivery on or about October 16, 1928.*

20 THE NATIONAL CITY COMPANY  
LIMITED

Head Office—St. James and St. Peter Streets—Montreal

10 King Street East 204 Blackburn Building 71 St. Peter Street  
TORONTO OTTAWA QUEBEC

*The information contained in this circular is based upon official statements on which we have relied. We do not guarantee but believe it to be correct.*

30 GATINEAU POWER COMPANY

MONTREAL, P.Q., September 26, 1928.

Gentlemen:

In connection with the purchase of \$7,500,000 Gatineau Power Company 6% Gold Debentures Series "B," I take pleasure in submitting the following information:

40 COMPANY

Gatineau Power Company, one of the largest hydro-electric producers on the North American continent, is now finishing, within cost and time estimates, the construction of three hydro-electric developments of an installed capacity of 419,500 h.p., all situated on the Gatineau River within thirty-five miles of the City of Ottawa and within economic transmission distance of the largest markets for power in the Dominion of Canada. Initial deliveries of this power

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Issue by Gatineau  
Power Co. of  
\$7,500,000 6%  
Gold Debentures.  
(continued)

to the Hydro-Electric Power Commission of Ontario, the Company's largest customer, are scheduled to begin October 1, 1928. Other powers held by the Company and located on the Ottawa River and its tributaries bring its total capacity, now operating or nearing completion, up to 544,300 h.p., of which 463,300 h.p. is already in operation. The power plants comprising its system are so designed that this capacity of 544,300 h.p. may be increased to 697,000 h.p. whenever conditions in the power market justify, merely by installing additional equipment at relatively small expense. The total potential capacity of the Company including its undeveloped power is in excess of 1,100,000 h.p. All of these powers are owned in fee or held under long term government leases.

#### PROPERTY

The Company owns or holds under long term government lease three power plants on the Gatineau River with an aggregate capacity of 363,000 h.p. already completed and an additional 56,500 h.p. nearing completion. The Farmers plant located five miles north of Ottawa has three units with an installed and operating capacity of 69,000 h.p. and one unit of 23,500 h.p. now nearing completion. The Chelsea plant about one and one-quarter miles further upstream has three units with an installed and operating capacity of 98,000 h.p. and one unit of 33,000 h.p. nearing completion. The Paugan plant, located about twenty-five miles above Chelsea, has six units with an installed and operating capacity of 196,000 h.p.

On the Ottawa River and tributaries the Company has a present installed hydro-electric capacity of 100,300 h.p., 24,500 h.p. produced at the Bryson plant, 35,800 h.p. at the Chaudiere plants, 24,000 h.p. at the Kipawa plant and 16,000 h.p. at nine smaller plants. An additional unit is now being installed at the Bryson plant, which will increase its capacity by 24,500 h.p.

The flow of the Gatineau River is regulated, under the supervision of the Quebec Streams Commission, by the Mercier Storage Dam located at Bitobi Rapids, some ninety miles above the Paugan plant, where a storage reservoir with a superficial area of over 110 square miles and a capacity of over 100,000,000 cubic feet has been created. The regulation of this river insures a large and regular output throughout the whole year of primary power from hydro-electric plants below the dam.

#### PURPOSE OF ISSUE

As of July 1, 1928, generating plants formerly owned by the Ottawa and Hull Power Company, Limited, and Ottawa River Power Company, Limited, were acquired. These comprised a development



In the  
Superior Court

Exhibit P-59  
Prospectus re  
Issue by Gatineau  
Power Co. of  
\$7,500,000 6%  
Gold Debentures.  
(continued)

on the Ottawa River at Bryson about 50 miles above Ottawa, with a designed capacity of 73,500 h.p. of which 24,500 h.p. is now installed and 24,500 h.p. in process of installation, and a part of the Chaudiere power at Hull, opposite Ottawa, with power houses designed for a capacity of 43,000 h.p. of which 35,800 h.p. is now installed. The proceeds of this offering of \$7,500,000 6% Debentures, Series "B" and of \$1,100,000 5% Bonds recently sold by the Company and of \$7,900,000 5% Bonds to be presently offered will reimburse the Company for expenditures made or to be made in connection with the  
10 recent acquisition of the Bryson and Chaudiere plants including the enlargement of the Bryson plant now under way and for other capital expenditures.

CAPITALIZATION  
(Upon completion of the present financing)

FUNDED DEBT:		Issued	Outstanding
	First Mortgage Gold Bonds, 5% Series due 1956.....	\$52,500,000*	
20	Less Sinking Fund Redemption.....	207,500	\$52,292,500
	6% Sinking Fund Gold Debentures, due 1941.....	\$12,500,000	
	Less Sinking Fund Redemption.....	369,000	12,131,000
	6% Gold Debentures, Series "B," due 1941 (this issue).....		7,500,000
30 STOCK:			
	Preferred, 6% Cumulative (\$100 par value).....		\$25,000,000
	Common (no par value).....		500,000 Shares

\*Additional First Mortgage Bonds may be issued under the conservative restrictions of the Trust Deed.

EARNINGS

40 Net earnings available for interest and reserves under contracts now signed, it is estimated, will be in excess of \$6,600,000 for the twelve months beginning October 1, 1931, or over 1.7 times the combined annual interest requirements on the \$19,631,000 Debentures (including this issue) and the \$52,292,500 First Mortgage Gold Bonds, to be presently outstanding. For the twelve months beginning October 1, 1928, on which date deliveries of power to the Hydro-Electric Power Commission of Ontario are scheduled to commence,

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it is estimated that such net earnings will be in excess of 1.1 times these combined annual interest requirements. In the following years increased power deliveries called for by the power contracts will result in constantly increasing earnings up to the twelve months beginning October 1, 1931, and these earnings will further increase thereafter as power utilized for steam is delivered for power purposes.

#### ISSUE OF DEBENTURES

- 10 These Debentures will be direct obligations of Gatineau Power Company which will agree not to issue any bonds or other debt secured by mortgage, pledge or other lien on any of its properties (except the First Mortgage, purchase money liens, liens on property acquired after the creation of said First Mortgage and pledges to secure temporary loans in the usual course of business) unless these Debentures shall then be equally secured therewith. The Debentures will be followed by \$25,000,000 par value of Preferred Stock and 500,000 shares of Common Stock.

20 

#### POWER CONTRACTS

Contracts for the sale of all the power presently to be generated at the plants have already been executed with the Hydro-Electric Power Commission of Ontario, City of Ottawa, Canadian International Paper Company, Canada Cement Company, Limited, E. B. Eddy Company, Ottawa Electric Company and Gatineau Electric Light Company, Limited.

- 30 Two contracts have been entered into with the Hydro-Electric Power Commission of Ontario, which provide for power deliveries as follows:

A thirty-year contract has been executed under the terms of which the Commission will purchase 80,000 h.p. of electrical energy during the twelve months beginning October 1, 1928, the amount increasing annually thereafter to a maximum of 260,000 h.p. during the twelve months beginning October 1, 1931, which rate is continued throughout the life of the contract.

- 40 A forty-year contract, with renewal privilege, entered into in 1927 reserves for the Commission an additional 100,000 h.p., of which a minimum of 60,000 h.p. is to be taken in annual increments of 6,000 h.p. for ten years beginning October 1, 1928.

Canadian International Paper Company has entered into thirty-year contracts for the purchase of a minimum of 77,000 h.p. per annum and for the purchase of such portion of an additional 193,000 h.p. per annum as Gatineau Power Company shall have available for

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\$7,500,000 6%  
Gold Debentures.  
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sale to it, all of which will be used at its new Gatineau newsprint mill, its "Ten Test" fibre board plant and its Kipawa pulp mill.

The Trust Deed securing the Company's First Mortgage Gold Bonds contains provisions limiting and defining the conditions under which changes may be made in certain of these contracts in order to introduce the reasonable flexibility desirable in long term contracts.

#### CONTRACT POWER PURCHASERS

10

The Hydro-Electric Power Commission of Ontario owns large hydro-electric powers at Niagara Falls and elsewhere and comprehensive transmission systems supplying power for most of the population of Ontario. The use of power in this Province is constantly increasing, and in the year 1927, the Commission used a total of 4,133,501,842 kwh., the maximum demand during the year exceeding 1,000,000 h.p.

20 The Statutes of Ontario provide for raising moneys to meet the obligations of the Hydro-Electric Power Commission of Ontario in the same manner as for meeting the direct obligations of the Province, the Commission being a public corporation, the members of which are appointed by and hold office at the pleasure of the Government of Ontario.

30 Canadian International Paper Company, a wholly owned subsidiary of International Paper Company, owns and operates the Three Rivers newsprint mill in the Province of Quebec with a capacity of 700 tons per day, and the new Gatineau newsprint mill of 600 tons daily capacity. It also owns and operates mills producing sulphite pulp with an aggregate capacity of 385 tons per day. Its holdings of timberland freeholds and timber limits under Crown leases exceed 12,100,000 acres.

Very truly yours,

A. R. GRAUSTEIN,  
*President.*

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EXHIBIT P-60

PROSPECTUS RE ISSUE BY GATINEAU POWER CO. OF  
\$18,500,000 5% 1ST MTGE. GOLD BONDS

ADDITIONAL OFFERING

\$18,500,000

GATINEAU POWER COMPANY

FIRST MORTGAGE GOLD BONDS

5% Series due 1956

Dated June 1, 1926

Due June 1, 1956

Interest payable June 1st and December 1st, in New York and Boston, in United States gold coin, and in Montreal and Toronto, in Canadian gold coin. Redeemable on any interest date on thirty days' published notice at 105 through June 1, 1936; thereafter at 104 through June 1, 1941; thereafter at 103 through June 1, 1946; thereafter at 102 through June 1, 1951; and thereafter and prior to maturity at 101; accrued interest to be included in all cases. Coupon Bonds of denominations of \$1,000 and \$500, registerable as to principal and fully registered Bonds of \$1,000, \$5,000, \$10,000 and authorized multiples, interchangeable in like principal amounts. The Royal Trust Company, Montreal, Trustee.

The following information is summarized by Mr. A. R. Graunstein, President of the Company, from his accompanying letter to us: COMPANY: Gatineau Power Company, a Quebec corporation and a wholly owned subsidiary of International Paper Company, owns in fee or holds through long term government leaseholds water power sites in the Province of Quebec, Canada, with an aggregate potential capacity in excess of 800,000 h.p., of which almost 200,000 h.p. has been installed and is in operation. The growing demand for power in this section of Canada has made it necessary for the Company to revise its initial development program for the installation of 397,500 h.p. and the capacity already completed or under construction now amounts to 443,500 h.p., of which 419,500 h.p. is on the Gatineau River. In addition, the Company is acquiring nine hydro-electric plants with a present installed capacity of 16,000 h.p.

PURPOSE OF ISSUE: Of the present offering, \$12,500,000 Bonds have heretofore been held in escrow as part of the deposit made by International Paper Company pursuant to the agreements whereby

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1st Mtge. Gold  
Bonds.  
(continued)

that Company acquired said Bonds and guaranteed the completion of the initial development program. Proceeds of the remaining \$6,000,000 Bonds which are being purchased directly from the Company will reimburse the Company in part for expenditures made or to be made in connection with the installation of capacity on the Gatineau River in excess of the amount initially contemplated and the purchase of the nine additional plants.

10 **POWER CONTRACTS:** Contracts for the sale of over 90% of the primary power to be generated at these plants have already been executed with the Hydro-Electric Power Commission of Ontario, the Canadian International Paper Company and the Canada Cement Company, Limited, and the balance is now being absorbed in the adjacent power markets. The Trust Deed contains provisions limiting and defining the conditions under which changes may be made in certain of these contracts in order to introduce the reasonable flexibility desirable in long term contracts.

20 **EARNINGS:** Upon the completion of the capacity under construction and the sale for power purposes of all power to be produced, it is estimated that net earnings of the Company available for interest and reserves will exceed \$6,000,000 per annum, or over two and three-quarters times the annual interest requirements on the entire \$43,500,000 First Mortgage Gold Bonds to be presently outstanding.

30 **SECURITY:** The First Mortgage Gold Bonds are or will be secured, in the opinion of counsel, by a direct first mortgage and hypothec on all water powers developed and operating or in the process of development now owned by the Company. Estimates of independent engineers indicate a value for the properties, upon completion of construction work now under way, largely in excess of the funded debt now to be outstanding. The substantial equity is represented by \$12,380,000 6% Gold Debentures, due 1941, \$25,000,000 Preferred Stock and 500,000 shares of Common Stock. The Trust Deed provides for a minimum annual Sinking Fund, payable in cash or Bonds, commencing December 1, 1927, equal to 1/2% of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. The Trust Deed contains provisions pertaining certain modifications by the bondholders as  
40 therein provided.

**GUARANTEE OF COMPLETION:** Cash sufficient, in accordance with careful estimates checked by independent engineers, for the completion of the initial development program up to the capacity of 397,500 h.p. will be held in escrow so long as required, subject to withdrawal as construction expenditures are made. International Paper Company has, furthermore, guaranteed to provide any

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(continued)

additional funds which may be necessary for the completion of this initial development program.

- 10 INTERNATIONAL PAPER COMPANY: International Paper Company with its subsidiaries is the largest manufacturer of paper in the world and one of the largest holders of water powers in North America. The capacity of its paper mills is more than twice as great as that of any other company on this Continent. Upon completion of the present development program of Gatineau Power Company, International Paper Company with its wholly owned subsidiaries will have developed water powers with a total installed capacity of over 700,000 h.p. (600,000 h.p. hydro-electric and 100,000 h.p. hydraulic), capable of being increased through further development and through the utilization of undeveloped sites to over 1,500,000 h.p.

- 
- 20 PRICE 97½ AND ACCRUED INTEREST TO YIELD OVER 5.16%
- 

- 30 *These Bonds are offered for delivery when, as and if issued and received by us and subject to approval of counsel. Legal matters in connection with the issue of these Bonds have been or are to be passed upon for the Bankers by Messrs. Rushmore, Bisbee and Stern, New York, and for the Company by Messrs. Davis, Polk, Wardwell, Gardiner and Reed, New York, and Messrs. Brown, Montgomery and McMichael, Montreal. The Gatineau River properties have been examined and the program for their development approved by The J. G. White Engineering Corporation. It is expected that temporary Bonds or Interim Receipts will be available for delivery on or about October 5, 1927.*

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GREENSHIELDS & CO.

- 40 17 ST. JOHN STREET, MONTREAL  
ALSO MOUNT ROYAL HOTEL BUILDING

TORONTO  
14 King Street East

QUEBEC  
80 St. Peter Street

OTTAWA  
46 Elgin Street

*The statements contained in this circular are not guaranteed, but are based upon information which we believe to be reliable and on which we acted in purchasing these securities.*

GATINEAU POWER COMPANY

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Bonds.  
(continued)

MONTREAL, P.Q., September 14th, 1927.

Gentlemen:

In connection with the purchase of \$18,500,000 Gatineau Power Company First Mortgage Gold Bonds, 5% Series due 1956, I take pleasure in submitting the following information:

10

COMPANY

Gatineau Power Company, a Quebec corporation and a wholly owned subsidiary of International Paper Company, owns in fee or holds through long term government leaseholds, water-power sites in the Province of Quebec, Canada, with an aggregate potential capacity in excess of 800,000 h.p. of which almost 200,000 h.p. has been installed and is in operation. The growing demand for power in this section of Canada has made it necessary for the Company to revise its initial development program for the installation of 397,500 h.p. and the capacity already completed or under construction now amounts to 443,500 hp., of which 419,500 h.p. is on the Gatineau River. In addition, the Company has acquired nine hydro-electric plants with a present installed capacity of 16,000 h.p. The Gatineau River, one of the most important power rivers in Quebec, enters the Ottawa River from the north in the vicinity of the City of Ottawa. All these developments on the Gatineau lie within thirty-five miles of that city. Contracts for the sale of over 90% of the primary power to be generated at these plants have already been executed with the Hydro-Electric Power Commission of Ontario, the Canadian International Paper Company and the Canada Cement Company, Limited.

30

PURPOSE OF ISSUE

Of the present offering, \$12,500,000 Bonds have heretofore been held in escrow as part of the deposit made by International Paper Company pursuant to the agreements whereby that Company acquired said Bonds and guaranteed the completion of the initial development program. Proceeds of the remaining \$6,000,000 Bonds which are being purchased directly from the Company will reimburse the Company in part for expenditures made or to be made in connection with the installation of capacity on the Gatineau River in excess of the amount initially contemplated and the purchase of the nine additional plants.

40

GUARANTEE OF COMPLETION

Cash sufficient, in accordance with careful estimates checked by independent engineers, for the completion of the initial development

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(continued)

program up to the capacity of 397,500 h.p. will be held in escrow so long as required, subject to withdrawal as expenditures are made for this purpose. International Paper Company has, furthermore, guaranteed to provide any additional funds which may be necessary for the completion of this initial development program.

CAPITALIZATION  
(Upon completion of present financing)

10	FUNDED DEBT:	
	First Mortgage Gold Bonds, 5% Series due 1956 . . .	{ \$7,900,000
		{ \$43,500,000*
	6% Sinking Fund Gold Debentures, due 1941 . . .	{ \$12,380,000†
		{ \$7,500,000
	STOCK:	Outstanding
	Preferred 6% Cumulative . . . . .	\$25,000,000
	Common (no par value) . . . . .	500,000 Shares

20 \*Additional First Mortgage Bonds may be issued under the conservative restrictions of the Trust Deed.

†Of the \$12,500,000 Debentures originally issued \$120,000 Debentures have been retired by sinking fund.

SECURITY

The First Mortgage Gold Bonds are secured, in the opinion of counsel, by a direct first mortgage and hypothec on all water powers developed or in process of development owned by the Company.

30 Estimates of independent engineers indicate a value for the properties, when completed as outlined above, largely in excess of the funded debt now to be outstanding. The substantial equity is represented by \$12,380,000 6% Gold Debentures, due 1941, \$25,000,000 Preferred Stock and 500,000 shares of common Stock.

MORTGAGE RESTRICTIONS

40 The Trust Deed provides that additional Bonds, either of the 5% Series due 1956 or of other series, having such rates of interest, maturity dates and other provisions as the Board of Directors may determine and as are permitted by the Trust Deed, may be issued as follows: (a) for the purpose of refunding an equal principal amount of Bonds of any series outstanding under the Trust Deed, or (b) for not more than 75% of additional property as defined in the Trust Deed including securities of other corporations engaged in supplying or transmitting electric power, but only when net earnings (as defined in the Trust Deed) for twelve consecutive calendar months out of the



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fifteen months immediately preceding application for issue (together with 80% of estimated future net earnings from contracts as defined in the Trust Deed) shall have been at least equal to twice the annual interest requirements on all First Mortgage Bonds issued and outstanding including those proposed to be issued. Not more than 15% of the aggregate amount of Bonds issued under the Trust Deed other than for refunding may be issued in connection with the future acquisition of securities of such other corporations; and then only upon the pledge of all the first mortgage bonds of such other corporations, which shall be at least equal in face amount to the Bonds so issued; and the Bonds so issued shall at their face amount not exceed 75% of the property of such other corporations.

The Trust Deed provides for the modification or alteration thereof or of any supplemental indenture, with the assent of the holders of from 50% to 75% in aggregate principal amount of the Bonds (the percentage required depending upon the percentage, if any, opposed thereto); but does not permit the extension of the maturity of any Bonds or the reduction in rate of interest thereon, or any other modification in the terms of payment of such interest, without the consent of the holder thereof, or any change in the lien of the Trust Deed with respect to the property covered thereby.

#### SINKING FUND

The Trust Deed provides for a minimum annual Sinking Fund, payable in cash or Bonds, commencing December 1, 1927, equal to  $\frac{1}{2}$ % of the greatest aggregate principal amount of First Mortgage Gold Bonds at any time outstanding. Bonds acquired by the Sinking Fund will be cancelled forthwith.

#### PROPERTY

The Company owns three power plants on the Gatineau River with an aggregate installed capacity of 419,500 h.p. already completed or under construction, the Kipawa plant of 24,000 h.p. on the Temiskaming River, and over 100 miles of high tension transmission circuits (certain of which may later be owned by a subsidiary), and is acquiring nine smaller hydro-electric generating plants with a present aggregate installed capacity of 16,000 h.p.

On the Gatineau River the Chelsea and Farmers plants are now in operation and, upon the installation in each of one additional generator, will have a capacity of 131,000 h.p. and 92,500 h.p. respectively. The Farmers plant is located about five miles north of Ottawa and the Chelsea plant about  $1\frac{1}{4}$  miles above the Farmers plant. The concrete dam at Chelsea forms a lake extending about 13

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miles upstream, thus providing storage for water regulation purposes. Construction work on the dam and power house for the Pagan plant, located about 25 miles above the Chelsea plant, is well under way and it is anticipated that the plant will be in commercial operation with an installed capacity of 196,000 h.p. by the fall of 1928.

10 The Kipawa plant, which has been in operation for some time, has an installed capacity of 24,000 h.p. The nine plants now being acquired are all located on tributaries of the Ottawa and St. Lawrence Rivers. They form the principal source of power supply for distribution properties, to be owned by another subsidiary of International Paper Company, which supply practically all the territory north of the Ottawa River between Ottawa and Montreal.

20 The Mercier storage dam has been practically completed at Bitobi Rapids, 90 miles above the Pagan plant, creating a storage reservoir with a superficial area of over 110 square miles and a capacity of 100,000,000,000 cubic feet. This reservoir, which will become the property of the Province of Quebec and will be operated by the Quebec Streams Commission, equalizes the flow of the Gatineau River and thus makes possible the large output of primary power from the plants of the Company down stream.

#### POWER CONTRACTS

30 A thirty-year contract has been executed with the Hydro-Electric Power Commission of Ontario, under the terms of which the Commission will purchase 80,000 h.p. of electrical energy during the twelve months beginning October 1, 1928, the amount increasing annually thereafter to a maximum of 260,000 h.p. during the twelve months beginning October 1, 1931, which rate is continued throughout the life of the contract. It is estimated that starting with October 1, 1931, this contract alone will produce annual net earnings available for interest and reserves amounting to over 1.5 times the annual interest charges on the \$43,500,000 First Mortgage Gold Bonds to be presently outstanding.

40 In addition, the Canadian International Paper Company has entered into thirty-year contracts for the purchase of a minimum of 77,000 h.p. per annum and for the purchase of such portion of an additional 193,000 h.p. per annum as Gatineau Power Company shall have available for sale to it, all of which will be used at its new Gatineau newsprint mill and its Kipawa pulp mill. Canada Cement Company, Limited, has contracted to purchase 3,000 h.p. per annum for an initial period of fifteen years from October 1, 1930, subject to renewal.

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5% 1st Mtge.  
Gold Bonds.  
(continued)

The Trust Deed contains provisions limiting and defining the conditions under which changes may be made in certain of these contracts in order to introduce the reasonable flexibility desirable in long term contracts.

Of the primary power available for sale from the Company's plants, over 90% has thus already been disposed of under these long term contracts, and the balance is now being absorbed in the adjacent power markets.

10

#### ESTIMATED EARNINGS

Upon the completion of the capacity under construction and the sale for power purposes of power to be produced, it is estimated that net earnings of the Company available for interest and reserves will exceed \$6,000,000 per annum, or over two and three-quarter times the annual interest requirements on the entire \$43,500,000 First Mortgage Gold Bonds to be presently outstanding.

#### CONTRACT POWER PURCHASERS

20 The Hydro-Electric Power Commission of Ontario owns large hydro-electric powers at Niagara Falls and elsewhere and comprehensive transmission systems supplying power for most of the population of Ontario. The use of power in this Province is constantly increasing, and in the year 1926, the Commission used a total of 3,867,398,000 kwh., the maximum demand during the year exceeding 900,000 h.p.

30 The Statutes of Ontario provide for raising moneys to meet the obligations of the Hydro-Electric Power Commission of Ontario in the same manner as for meeting the direct obligations of the Province, the Commission being a public corporation, the members of which are appointed by and hold office at the pleasure of the Government of Ontario.

40 Canadian International Paper Company, a wholly owned subsidiary of International Paper Company, owns and operates the Three Rivers newsprint mill in the Province of Quebec with a capacity of 700 tons per day, and the new Gatineau newsprint mill of 600 tons daily capacity. It also owns and operates mills producing sulphite pulp with an aggregate capacity of 385 tons per day. Its holdings of timberland freeholds and timber limits under Canadian Crown leases exceed 10,700,000 acres.

#### INTERNATIONAL PAPER COMPANY

International Paper Company with its subsidiaries is the largest manufacturer of paper in the world and one of the largest holders of

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Power Co. of  
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5% 1st Mtge.  
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(continued)

water powers and timber limits in North America. The capacity of its paper mills is more than twice as great as that of any other company on this Continent. Its timberland freeholds and Canadian Crown timber limit leases cover over 13,500,000 acres. Upon completion of the present development program of Gatineau Power Company, International Paper Company, with its wholly owned subsidiaries, will have developed water powers with a total installed capacity of over 700,000 h.p. (600,000 h.p. hydro-electric and 100,000 h.p. hydraulic), capable of being increased through further development and through the utilization of undeveloped sites to over 1,500,000 h.p.

Very truly yours,

A. R. GRAUSTEIN,  
*President.*

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