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VOL.

No. 655

CANADA
PROVINCE OF
QUEBEC
MONTREAL

Court of King's Bench
(APPEAL SIDE)

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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.

CANADIAN
LAW
LIBRARY

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 5

DEFENDANT'S EXHIBITS D-114 TO D-204

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

30468

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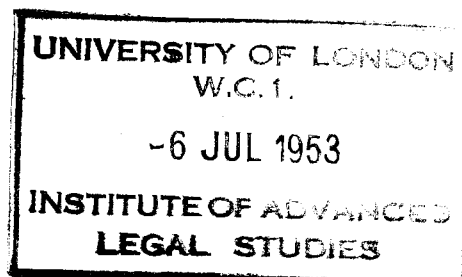
(Plaintiff in the Superior Court),

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DEFENDANT'S EXHIBITS D-114 TO D-204



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

*In the
Superior Court*

Exhibit D-114.
Deed of Sale,
Reverend Peres
Oblats to
Gatineau
Power Co.,
Jan. 3rd, 1928.

EXHIBIT D-114

DEED OF SALE, REVERENDS PERES OBLATS TO
GATINEAU POWER CO., JAN. 3, 1928.

(SEAL)

In the year one thousand nine hundred and twenty-eight, the
third day of January;—

10

BEFORE Me. 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 La Corporation des “REVERENDS PERES OBLATS de
L'IMMACULEE CONCEPTION de MARIE”, a body politic and
corporate acting to these presents by the REVEREND FATHERS
HONORIUS CHABOT, O.M.I. and J. B. LEVESQUE, O.M.I. both
of Maniwaki, said District and both specially authorized for the
present purposes in virtue of a resolution of the Council of said
Corporation passed at a meeting held the sixth day of November
last (1927), a certified copy of which has been deposited with the
undersigned Notary under No. 17 845 of his minutes;—

Who did sell with warranty that the same is free and clear from
all claims and demands whatsoever U N T O:—

30

“GATINEAU POWER COMPANY” a body corporate and
having its head office at the City of Montreal, in the Province of
Quebec, hereto acting and represented by J. R. BINKS, of the City
of Ottawa, Province of Ontario, Secretary, under and by virtue of
a resolution of the Board of Directors of said Company under date
the twenty-second day of July, one thousand nine hundred and
twenty six, whereof acte of deposit was made before the undersigned
Notary on the twenty-fourth day of July, one thousand nine hun-
dred and twenty-six, under No. 16 855 of his minutes, hereto present
and accepting for itself and its assigns the following immoveable

40

property, to wit:—

DESCRIPTION

10—ALL THAT piece or parcel of land forming part of lot
number eighteen (pt. 18) in range One (1) of the Township of Egan,
as known and described according to the Official Plan and Book of
Reference for said Township, and described as follows:—Starting
from a point on the shore of the Gatineau River on the division

*In the
Superior Court*

Exhibit D-114.
Deed of Sale,
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Oblats to
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Jan. 3rd, 1928.
(continued)

line between lots eighteen and nineteen in said first range, thence going Westerly and following said division line a distance of two hundred and fifty feet to a point, thence going South-Westerly in a straight line to a point on the division line between said lot eighteen and lot seventeen in said first range to a point at two hundred and fifty feet from the shore of the Gatineau River, thence going Easterly and following said division line a distance of two hundred and fifty feet to the shore of the Gatineau River, thence going Northerly and following the shore of the Gatineau River to the place of beginning, the whole containing four acres and sixty-six hundredths of an acre (4.66) and as shown in red on the plan hereto annexed and signed by the said parties and the undersigned Notary for identification;—

20—All that piece or parcel of land forming part of lot number One (I) in range "A" of the Township of Aumond as known and described on the Official Plan and Book of Reference for said Township and described as follows:—Starting from a point on the Easterly shore of the Gatineau River which point is on the line dividing the said Township of Aumond from the Township of Kensington, thence going Easterly and following said line a distance of one hundred feet to a point on said line, thence going in a North-Easterly direction in a straight line to a point situated on the line dividing said lot number One from lot number Two in said range "A" of said Township, which point is at one hundred feet East from the shore of the Gatineau River and going Westerly and following said line a distance of one hundred feet to a point on the shore of the Gatineau River, thence going South-Westerly and following the Eastern shore of the Gatineau River to the point of departure, said piece of land measuring one acre and ninety-two hundredths of an acre (1.92) in superficies, more or less, and as shown coloured red on the plan hereto annexed and signed by the said parties and the undersigned Notary for identification.—

To have and to hold the said above described property with the rights, appurtenances and accessories thereto belonging and including therewith any and all rights the seller may own or possess in the bed or foreshore of the Gatineau River with all rights, claims and interests the vendor may have on an island in said Gatineau River, between the lots above described to the said purchaser, its heirs or assigns forever in full and absolute ownership thereof from this date.—

TITLE

The vendor declares that it is the owner of the above described pieces of land by good and valid title; the lot eighteen, range I, Township of Egan, above mentioned has been patented in favour

*In the
Superior Court*
Exhibit D-114.
Deed of Sale,
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Oblats to
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(continued)

of the vendor on the 6th September, 1866 and lot One, range A, Aumond, has been patented in favour of the vendor the 3rd April, 1867.—

VENDOR'S DECLARATION

The vendor declares the said sold property to be free and clear from all charges, hypothecs and encumbrances of every kind, special as well as general, up to date.—

10

PRICE

THE PRESENT SALE is so made for and in consideration of the price or sum of fifteen hundred dollars (\$1,500.00) paid cash, which the vendor acknowledges to have well and duly received of and from the purchaser at the passing of this deed, whereof quit forever.—

WHEREOF ACTE:—

20 DONE AND PASSED at the said City of Hull, in my office, under number seventeen thousand eight hundred and forty-six of my minutes.—

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

(Signed): H. CHABOT, Pastor, o.m.i. Sup.

("): J. B. LÉVESQUE, o.m.i.

("): GATINEAU POWER COMPANY,
by J. R. Binks

30

("): LOUIS BERTRAND, N.P.

TRUE COPY of the minute remaining in my office.

LOUIS BERTRAND, N.P.

(SEAL)

L'an mil neuf cent vingt-sept, le trente et unième jour de décembre;—

40 DEVANT Me. LOUIS BERTRAND, Notaire Public pour la Province de Québec, soussigné, résidant et pratiquant en la Cité de Hull, District de Hull;—

A COMPARU:—

Mademoiselle J. Trudel, de la dite Cité de Hull, sténographe;—

Laquelle a, par ces présentes, déposé avec le Notaire soussigné pour être mise au nombre de ses minutes, une certaine résolution

*In the
Superior Court*
Exhibit D-114.
Deed of Sale,
Reverend Peres
Oblats to
Gatineau
Power Co.,
Jan. 3rd, 1928.
(continued)

passée à une assemblée du Conseil de la Corporation des " Révérends Pères Oblats de l'Immaculée Conception de Marie " tenue à Montréal, en la Province de Québec, le vingt-sixième jour de novembre dernier, 1927, et dûment certifiée;—

Et le Notaire soussigné a déposé la dite résolution au nombre de ses minutes afin que des copies authentiques en soient délivrées et pour toutes autres fins requises par la loi.—

10 Et le dit Notaire et la dite comparante ont signé la résolution sus-mentionnée, pour identification.

FAIT ET PASSE en la dite Cité de Hull, en mon Etude, sous le numéro dix-sept mille huit cent quarante-cinq de mes minutes.—

Et la dite comparante a signé avec nous, Notaire, lecture faite.

(Signé): J. TRUDEL,
20 ("): LOUIS BERTRAND, N.P.

VRAIE COPIE de la minute demeurée en mon Etude.

Deux mot rayés nuls.

LOUIS BERTRAND, N.P.

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

30 I certify that this document was duly registered at length in this office at three o'clock after noon on the fifth day of the month of January, nineteen hundred and Seventy-eight in Liber. B, Volume 54, and under number 54744.

LS. de G. RABY, Registrar.

40

*In the
Superior Court*

Exhibit D-115.
Deed of
Rectification of
Deed of
Sale "D-114",
Nov. 5th, 1931.

EXHIBIT D-115

DEED OF RECTIFICATION OF DEED OF SALE "D-114",
NOVEMBER 5, 1931

(SEAL)

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

10 BEFORE M^{TRE} 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 La Corporation des "REVEREND PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE, a body politic and corporate, acting to these presents, by the Reverend Fathers Honorius Chabot, O.M.I., and J. B. Levesque, O.M.I., both of Maniwaki, said District, and both specially authorized for the present purposes, in virtue of a resolution of the Council of said Corporation, passed at a meeting held the sixth day of November, 1927, a certified copy of which has been deposited with the undersigned Notary, under No. 17,845 of his minutes;

AND

30 "GATINEAU POWER COMPANY", a body corporate and having its head office at the City of Montreal, in the Province of Quebec, hereto acting and represented by J. R. BINKS, of the City of Ottawa, Province of Ontario, Secretary under the by virtue of a resolution of the Board of Directors of said Company, under date the twenty-second day of July, one thousand nine hundred and twenty-six, whereof acte of deposit was made before the undersigned Notary, on the twenty-fourth day of July, one thousand nine hundred and twenty-six, under No. 16855 of his minutes;

WHO HAVE DECLARED:

40 THAT by deed of sale passed before the undersigned Notary by the said "Corporation des Reverend Pères Oblats de l'Immaculée Conception de Marie", in favour of "Gatineau Power Company", on the third day of January, one thousand nine hundred and twenty-eight, under No. 17846, and duly registered in the Hull County Registry Office, on the fifth day of January, 1928, Lib. B, Vol. 54, No. 54744, the said Corporation sold to said Gatineau Power Company,

*In the
Superior Court*
Exhibit D-115.
Deed of
Rectification of
Deed of
Sale "D-114",
Nov. 5th, 1931.
(continued)

a piece of land described in said deed as being part of lot number eighteen (pt. 18) in the first range of the Township of Egan, more fully described in said deed;

THAT said piece of land intended to be sold in virtue of said deed and marked on the plan signed by the said parties and annexed to said deed, should have been part of lot number eighteen (pt. 18) in Range "B", of said Township of Egan;

10 THAT the piece of land intended to be sold in virtue of said deed is on the shore of the Gatineau River and that lot number eighteen (18) in the first range of the Township of Egan does not touch the River;

By these presents, the said parties declare that said deed of sale above described should be amended and that part of lot eighteen (pt. 18) in Range "B" is the piece of land which was really sold and that the Gatineau Power Company has no claim on part of lot number eighteen (18) in the first range of said Township.

20 DONE AND PASSED at the said City of Hull, in my office, under number twenty thousand four hundred and thirty-seven of my minutes.

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

(Signed): J. H. LEVESQUE, ptre, O.M.I.
("): H. CHABOT, ptre, O.M.I.
("): GATINEAU POWER COMPANY.
J. R. BINKS, Secretary.
30 ("): LOUIS BERTRAND, N.P.

TRUE COPY of the original remaining in my office.

LOUIS BERTRAND, N.P.

(Stamped on side of Exhibit):

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

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 November, nineteen hundred and thirty-one, in Liber B, Volume 63, and under number 64558.

Sale B54/54744.

OMER MASSE, Dep.-Registrar.

EXHIBIT D-116

*In the
Superior Court*

Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
April 27th, 1920.

DEED OF SALE, GILMOUR & HUGHSON, LIMITED, TO
I. W. KILLAM, APRIL 27, 1920

MEMORANDUM OF AGREEMENT, dated the 27th day of
April, 1920.

BETWEEN:

10 GILMOUR & HUGHSON, LIMITED, of the City of
Hull, in the Province of Quebec (hereinafter referred
to as the "Vendor Company"),
Of the First Part,

—AND—

20 IZAAK WALTON KILLAM, of the City of Mont-
real, in the Province of Quebec (hereinafter referred
to as the "Purchaser"),
Of the Second Part.

WHEREAS the Vendor Company has agreed to sell and the
Purchaser has agreed to buy all the property, assets and business of
the Vendor Company as a going concern as of the 1st day of Jan-
uary, 1920, except cash on hand and in banks, bills and accounts re-
ceivable and manufactured lumber on hand on said date, free and
clear of all hypothecs, mortgages and encumbrances, debts and lia-
bilities of every description and kind, for the price and upon the
30 terms and conditions hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. For the consideration and subject to all the terms hereinafter
mentioned, the Vendor Company agrees to sell and the Purchaser
agrees to buy all the assets, property and business of the
Vendor Company as a going concern as of the 1st day of January,
1920 (except cash on hand and in banks, bills and accounts receivable
and manufactured lumber on hand on said date) free and clear of all
40 hypothecs, mortgages and encumbrances, debts and liabilities of
every description and kind, but as regards leaseholds, timber licenses,
water powers and water power rights and concessions subject to all
rents, fees, dues and obligations affecting the same as and from the
1st of January, 1920, the real or immovable properties being de-
scribed in Schedule "A" hereto annexed, the timber limits in Sched-
ule "B" hereto annexed, the water powers, water power rights and
Concessions in Schedule "C" hereto annexed, the stocks and shares

*In the
Superior Court*
Exhibit D-116.
Deed of Sale,
Gilmour &
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to I. W. Killam,
April 27th, 1920.
(continued)

of Booming Companies in Schedule "D" hereto annexed. and the other property and assets in Schedule "E" hereto annexed, the whole as summarized in the balance sheet of the Vendor Company as of the 31st day of December, 1919, a copy of which is hereto annexed as Schedule "F", which said Schedules "A", "B", "C", "D" and "E" are accepted by the Purchaser as true statements of the immoveable properties and other assets of the Vendor Company, but should it be found that any assets or properties of the Vendor Company have been omitted from said Schedules "A" to "E" inclusive the Vendor
10 Company agrees to have such omitted assets or property assigned to the Purchaser by supplementary deed or deeds upon the request of the latter.

2. The Purchaser agrees to pay for the real and immoveable property now owned by the Vendor Company, including all timber licenses or leases, water powers, water power rights and concessions, together with all mills, buildings and other erections thereon or used in connection therewith, all stocks and shares of booming companies,
20 the whole as set forth and described in Schedules "A", "B", "C" and "D" hereto annexed, the sum of Two million five hundred thousand dollars (\$2,500,000.00) and for all the other property and assets of the Company (except the said cash on hand and in banks, bills and accounts receivable and manufactured lumber on hand, but including the property enumerated in Schedule "E") the actual book values thereof as shewn upon the annexed balance sheet, and which book values the Vendor Company declares to have been taken on a reasonable and conservative basis, fairly representing their actual value,
30 and seventy-seven dollars and eleven cents (\$516,777.11), making the total purchase price of the said property, assets and business of the Vendor Company the sum of Three million and sixteen thousand, seven hundred and seventy-seven dollars and eleven cents (\$3,016,777.11) payable at the times and in the manner hereinafter mentioned.

3. The Purchaser agrees to pay the said purchase price and interest to the Vendor Company at its head office in the City of Hull, Quebec, as follows: One hundred thousand dollars (\$100,000.00)
40 cash on the execution hereof, Four hundred thousand dollars (\$400,000.00) on or before the 30th day of June, 1920, Five hundred and sixteen thousand seven hundred and seventy-seven dollars and eleven cents (\$516,777.11) on or before the 31st day of December, 1920, each of the said payments to carry interest at the rate of six and one-half per centum (6½%) per annum from the 1st day of January, 1920, and the balance of the purchase price, to wit, the sum of Two million dollars (\$2,000,000.00) shall be paid on the 1st day of Jan-

*In the
Superior Court*

Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
April 27th, 1920.
(continued)

uary, 1925, the Purchaser in the meantime paying interest thereon at the rate of six and one-half per centum (6½%) per annum half-yearly, the said balance of purchase price to be secured by first mortgage or privilege of bailleur de fonds, but the Purchaser shall have the right at any time to anticipate payment of the instalments of the purchase price, or any of them, including the balance of Two million dollars (\$2,000,000) with interest to date of payment.

10 4. The Purchaser shall not have title to or possession of the property, assets and business of the Vendor Company until he shall have paid the instalments of the purchase price aggregating One million and sixteen thousand seven hundred and seventy-seven dollars and eleven cents (\$1,016,777.11) with interest thereon, and until payment thereof the Vendor Company shall remain in possession of the said property, assets and business, and hereby agrees to carry on the said business for the account of and at the risk of the said Purchaser and subject to such general directions as he may from time to time give and which, in the opinion of the Vendor Company, do not detrimentally affect the business of the Company or its property
20 and assets.

5. The Purchaser shall be entitled to all net profits and shall be responsible for all losses made or suffered by the carrying on of the Vendor Company's business from the 1st day of January, 1920.

30 6. On the 31st of December, 1920, or on such earlier date as the said Purchaser shall have paid the instalments of the purchase price aggregating One million and sixteen thousand seven hundred and seventy-seven dollars and eleven cents (\$1,016,777.11) in full, with interest, the said Purchaser shall be entitled to possession of all the property, assets and business hereby agreed to be sold, including all net profits made since the 1st day of January, 1920, and the Vendor Company hereby covenants, binds and obliges itself to deliver up possession thereof to the said Purchaser or to his assigns subject to obligations appurtenant thereto as mentioned in paragraph 1 hereof and subject also to the said Purchaser or his assigns assuming to the complete exoneration of the Vendor Company all indebtedness incurred by it, all obligations assumed by it and all contracts entered into by it in connection with the carrying on of the business since the
40 said 1st day of January, 1920, and of paying to the said Vendor Company any losses incurred by it in carrying on said business since the said 1st day of January, 1920, and for such purpose the Company will execute all such deeds of sale, conveyances and transfers as may be necessary to vest its title to the real and immoveable properties, timber licenses, water powers, water power rights and concessions in the said Purchaser or his assigns, but at the cost of the said Purchaser or his assigns, including all license and other fees payable to the

*In the
Superior Court*
Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
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(continued)

Government, and all such deeds of sale, conveyances and transfers shall be subject to the mortgage or privilege of bailleur de fonds in favour of the Vendor Company securing the balance of the purchase price, to wit, the said sum of Two million dollars (\$2,000,000.00) with interest thereon as hereinabove provided.

7. The Purchaser shall have the right at any time to transfer this agreement and all his rights thereunder to an incorporated company, but subject at all times to all and every the terms hereof, and
10 in the event of the Purchaser exercising this right he shall be relieved from all his obligations hereunder, except under paragraph 10 hereof, only upon and so soon as the instalments of the purchase price aggregating One million and sixteen thousand seven hundred and seventy-seven dollars and eleven cents (\$1,016,777.11) with interest, shall have been paid, and in such event the Vendor Company shall have the right to accept in lieu of the mortgage securing the remaining Two million dollars (\$2,000,000.00) of purchase price a total issue of Two million dollars (\$2,000,000.00) par value of First Mortgage
20 6½% Five-Year Bonds to be created and issued by such Company to be incorporated, bearing interest at said rate from the 1st day of January, 1920, payable half-yearly at the office of The Toronto General Trusts Corporation, Ottawa, said Bonds to be secured by a first mortgage, charge and lien on all the immoveable property of the Company, the timber licenses, leases, water rights and concessions to be transferred to the Trustee, The Toronto General Trusts Corporation or its nominee in Trust to secure the due payment of the said Bonds in principal and interest. The Bonds shall also be secured by the usual floating charge to be contained or embodied in said Mortgage on all the other assets and property of the Company and the
30 Company shall have the right to pay off the whole or any part of the Bonds at par and accrued interest at any time prior to maturity. The Mortgage and Trust Deed securing the Bonds shall be drawn in form and terms to be approved by Counsel for the Vendor Company and The Toronto General Trusts Corporation and shall contain the usual and customary clauses in trust deeds of this character. The trust deed shall, moreover, provide that no dividends on stock shall be paid by the Company until Five hundred thousand dollars (\$500,000.00) par value of Bonds shall be retired, reducing the issue to One
40 million five hundred thousand dollars (\$1,500,000.00).

All interest on the said sum of Two million dollars (\$2,000,000.00) which shall have been paid by the Purchaser or his assigns prior to the delivery of the Bonds shall be adjusted at the time of the delivery of the Bonds to the Vendor Company.

8. The Vendor Company covenants and agrees that until delivery of the property, assets and business hereby agreed to be

*In the
Superior Court*

Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
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(continued)

10 sold shall have been made to the Purchaser or his assigns, it will carry on and conduct its business in as proper and efficient a manner as heretofore so as to preserve and protect its property and the earnings, incomes, rents, issues and profits thereof, and will not incur any liability or make any contracts except in the ordinary course of business, and will keep proper books of account and make therein true and faithful entries of all its transactions in relation to its business, and at all reasonable times furnish the Purchaser or his
10 duly authorized agents or attorneys such information in relation to its business as he or they may reasonably require; and in the course of so carrying on and conducting said business will (1) insure and keep constantly insured the buildings, plant and all other properties which are of an insurable nature comprised in the property and assets hereby agreed to be sold against loss or damage by fire to the same extent at least as it has heretofore carried, if such insurance can be effected; (2) pay or cause to be paid all taxes, rates, levies or assessments, ordinary or extraordinary; (3) pay or cause to be paid all fees or taxes levied, assessed or imposed by or under any
20 Act of the Parliament of Canada or by or under any Act of the Legislature of any Province thereof, or by any municipality, upon or in respect of any of its property and assets, including all license fees and dues payable on its timber lands and water rights.

9. The Vendor Company shall have the right as incidental to carrying on such business as aforesaid to borrow from its bankers the moneys necessary to carry on the business from the 1st day of January, 1920, until delivery of its property and assets to the Purchaser or his assigns, and to pledge or assign to said Bank all logs covered hereby and all lumber manufactured therefrom after the
30 said 1st day of January, 1920.

10. The Purchaser agrees to indemnify and does hereby indemnify the Vendor Company of and from all liabilities, debts, accounts, claims and demands in respect of the business, property and assets in this Agreement agreed to be sold which may accrue, be incurred or arise on or after the 1st day of January, 1920, with interest on all advances at the rate of six and one-half per centum (6½%) per annum.

40 11. It is specially stipulated that should the Purchaser fail to pay any of the instalments of the purchase price within thirty days after the same shall have become due and payable, the Vendor Company shall have the right to demand the dissolution of the present Agreement and of all rights, claims and interests of the Purchaser thereunder and the forfeiture of all instalments or payments under these presents previously made, and in the event of the Vendor Company exercising the right, the Purchaser shall be released from all further liability hereunder.

*In the
Superior Court*

Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
April 27th, 1920.
(continued)

12. The Purchaser accepts such title as the Vendor Company has to the property and assets agreed to be sold under this Agreement but subject to the condition that the same shall be free and clear of all hypothecs, claims and encumbrances, debts and liabilities as hereinabove provided, and subject always as hereinbefore set out.

10 13. The Vendor Company reserves the right to the use of the lumber yards for the storing of lumber sold but not delivered and not included in the terms of the present Agreement during a period of twelve months from this date and the further right of ingress and egress for the shipment and delivery of all manufactured lumber on hand on the 31st of December, 1919.

20 14. On the 31st day of October in each year the Purchaser or the Company to be incorporated, as the case may be, shall pay a sum equal to Two Dollars (\$2.00) per thousand feet on all lumber cut during the preceding logging season and One Dollar (\$1.00) per cord on all pulpwood cut during such season, such amount to be paid by the Purchaser to the Vendor Company and applied by it in reduction of the Two Million Dollars (\$2,000,000.00) balance of the price to be secured by mortgage as hereinabove provided, and in the event of the Vendor Company accepting in lieu of such mortgage an issue of Two Million Dollars (\$2,000,000.00) par value of First Mortgage Bonds of the Company to which the Purchaser may transfer the assets and property hereby sold, such amount shall be thereafter paid to the Toronto General Trusts Corporation, as Trustee for the Bondholders, and held by it as a sinking fund for the redemption of said Bonds in such manner as may be provided in the Trust Deed securing said Bonds.

30 15. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the executors, administrators, successors and assigns of the parties hereto respectively.

16. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute but one and the same instrument.

SIGNED, SEALED AND DELIVERED the day and year first above written.

40 GILMOUR & HUGHSON, LIMITED,

(SEAL) WARD HUGHSON,
President.

A. A. MAXWELL,
Secy-Treas.

In the presence of:
J. W. DRURY.

I. W. KILLAM. (SEAL)

*In the
Superior Court*

Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
April 27th, 1920.
(continued)

SCHEDULE "A"

REAL AND IMMOVEABLE PROPERTIES BELONGING TO
GILMOUR & HUGHSON LIMITED

In the City of Hull:

10 Lot Nine in Ward Five containing 22 acres.

In the Township of Hull, County of Hull:

(a) In the Sixth Range:

20 Lot Four-C save and except one acre and three hundred and twenty-one one-thousandths of an acre bounded westerly by lot 5-A in range 6, southeasterly by the Gatineau River, northeasterly by lots 4-c-1, 4-c-2, 4-c-3, 4-c-4 and easterly by the remainder of lot 4-c; and lots 4-c-2, 4-c-5 to 4-c-70 inclusively, with the exception, however, of lots 4-c-16, 4-c-17; and the south halves of lots 4-c-40, 4-c-44 and 4-c-45; Lots 5-A and 5-B (part).

(b) In the Seventh Range:

 All right and title in lot 4-B, 5-C, lots 6-B, 6-C, 7-A, 7-B, 8-B and the southwest corner of lot 8-A, lot 9.

30 (c) In the Eighth Range:

 All that part of lot 7-A lying west of the blue line described in that certain Deed of Exchange between Gilmour & Hughson Limited and Agnes Main and Thomas Simms, registered 9th June, 1910, Liber B, vol. 18, No. 16417; lot 7-B, all right and title in lot 8, 9-A, 9-C and that part of lot 6 west of the Gatineau River;

(d) In the Ninth Range:

40 Lots 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, 9-E, 10-A, 10-B, 10-C-3. All that part of 11-A bounded easterly by the Gatineau River, southerly and westerly by the remainder of said lot 11-A at a distance of two hundred and fifty yards from high-water mark in said river as it winds and turns, and northerly by lot 11-B in the Tenth Range, together with all riparian rights thereunto belonging; all the right, title, interest and claim in, to and out of lot 7;

*In the
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Exhibit D-116.
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(continued)

(e) In the Tenth Range:

10 The south half of lot 9 bounded to the north by the north half of said lot, owned by Michael and William Maloney, south by the lots of the Tenth Range, east by the south half of lot 8, the property of Michael Burke, and west by lot 10-B, the property of Gilmour & Hughson Limited; Lots 10-A and 11-A; lots 10-B, 10-C; all that part of 11-B bounded to the east by the Gatineau River and by lot 10-C south by the lots in the Ninth Range, north by the Gatineau River and west by a line drawn parallel with the Gatineau River as it winds and turns and at a distance of two hundred and fifty yards from high-water mark of said river;

(f) In the Eleventh Range:

20 Part of lot 12-A containing about five acres and bounded south and west by the Gatineau River, east and north by the remaining portions of said lot 12-A; all those parts of lots 12-A, 13-A, 12-D, 13-B and 13-C commencing at a point equally distant from the concession line between the 10th and 11th Ranges and the concession line between the 11th and 12th Ranges, viz: on the division line between the south and north halves of the lot 12 (original) at a distance of 12 rods from the Gatineau River, thence northwesterly against the waters of said river, maintaining the distance of 12 rods from said river to a point 20 rods above the old mills at Eaton Chute, thence westerly to the west bank of the Gatineau River to a post 20 rods below a piece
30 of land the property of Philemen Wright & Sons or representatives, at a distance of 4 rods on said lot 13-B from the western bank of said river, thence southeasterly following the said Gatineau River as it winds and turns and at a distance of 4 rods southwest thereof till 10 rods below the Falls commonly called Eaton Chute on the said River, thence southeasterly till intersecting the division line between the said lots 12-D and 13-C, thence east on the division line between the north and south halves of said lots 12 and 13 (original) to the place of beginning
40 with all and every the members and appurtenances thereunto belonging or in any wise appertaining thereto, that part of said lot 12-A being bounded as follows: towards the west by 13-A, towards the northeast by the remainder of 12-A, towards the southwest by the Gatineau River, and towards the south by the projection easterly across the River Gatineau of the line dividing lot 14-A from 14-B; and that part of lot 13-A being bounded towards the east by 12-A, towards the northeast and north by the remainder of 13-A, and towards the southwest by the Gati-

*In the
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Deed of Sale,
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(continued)

10 neau River; that part of 13-B being bounded towards the north-east by the Gatineau River, towards the north and south-west by the remainder of 13-B, and towards the east by 13-C; and that part of 13-C being bounded toward the west by 13-B, towards the southwest by the remaining portions of 13-C and by 13-D, towards the east by 12-D and 12-C and towards the north-east by the river; and that part of 12-D being bounded towards the west by 13-C, towards the south by the remainder of 12-D on a line being the projection easterly of the line dividing said lot 14-A from 14-B and towards the east, southeast and north-east by the Gatineau River.

(g) In the Thirteenth Range:

Lot 15-A; all that part of 15-B lying east of the River Gatineau; the shore-line thirty feet deep adjacent to the River Gatineau and along lots 16-A, 17-A, 18-A;

20 (h) In the Fourteenth Range:

The shore-line thirty feet deep adjacent to the Gatineau River on lot 18-B; lot 19-B, a strip of land adjacent to the western bank of the River Gatineau, taken from lot 19-C, bounded to the northeast by said river and to the southwest by the remainder of said lot 19-C; a strip of land adjacent to the western and southern bank of the River Gatineau taken from lot 20-B and bounded to the north and east by said river, to the south and west by the remainder of said lot 20-B.

30 (3) *In the Township of Aylwin, Hull:*

(a) Range Five:

All the right, title and interest of Gilmour & Hughson Limited in the slides and other river improvements on lots 18 and 19 and the land surrounding the same and in the tow-path on said lots and on lot 20 along the bank of the Kazubazua Creek.

40 (b) Range Eleven:

All the right and interest of Gilmour and Hughson Limited in lot 45.

(4) *In the Township of Sicotte:*

(a) Range One:

*In the
Superior Court*

Exhibit D-116.
Deed of Sale,
Gilmour &
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to I. W. Killam,
April 27th, 1920.
(continued)

Lots 6 and 7.

(b) Range Four:

Lots 15, 16, 17 and 18—known as the Castor Farm.

(5) *In the Township of Egan:*

(a) Range A:

10

Lots 3, 4, 5, 6, 7, 8—containing six hundred and ninety-three acres and known as the Desert Farm.

(6) *In the Township of Baskatong:*

(a) Range Six:

Lots 38, 39 and 40.

(b) Range Seven:

20

Lot 40—with the exception of a triangular piece containing $\frac{3}{4}$ of an acre bounded southeast by the river, north by a straight line at a distance of about 266 chains from the north end of the bridge crossing said river, towards the west by lot 41.

(7) *In the County of Pontiac, Township of Leslie:*

(a) Range One:

30

North part of lot 10.

(b) Range Two:

North part of lot 44.

North part of lot 39.

(c) Range Three:

40

Lots 28, 29, 30, 31-A, 31-B, 32-A, 32-B, 35, known as Otter Lake Farm save and except that part of lot 30 sold to The Grand League Mission on the 26th January, 1920, by Gilmour & Hughson.

(8) *In the Township of Cawood, County Pontiac:*

(a) Range Four:

Lot 22 with the river improvements thereon.

*In the
Superior Court*

Exhibit D-116.
Deed of Sale,
Gilmour &
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to I. W. Killam,
April 27th, 1920.
(continued)

(b) Range Five:

Northwest half of northwest half of 27 with the river improvements thereon.

(c) Range Six:

South half of 48 with the river improvements thereon.

(9) *In the Township of Alleyn, Pontiac:*

10

(a) Range Six:

Lot six.

(b) Range Seven:

Lot six—with the river improvements thereon.

20

Together with all buildings, erections, factories, mills, tramways, reservoirs, wells, docks, roads, piers, wharves, machinery, plant, poles, wires, telephones, railway sidings and trestles erected on the hereinabove described immoveable properties, and any and all easements connected therewith or appertaining thereto, and all its fixed and loose machinery, plant, tools, engines and other appliances and fixtures of every kind thereon or used in connection therewith, except the equipment and plant set forth and described in Schedule " E ".

SCHEDULE " B "

30

Timber Berths held by Gilmour & Hughson Limited
during the years 1919-1920.

(10) *Timber Licences as for years 1919-1920.*

	No. of License		Mileage	
40	551	Ignace Creek	5½	Miles
	552	Piskatoshin	25	"
	553	Jean de Terre No. 2	18	"
	554	" " " " 1	31¼	"
	555	" " " " 2 North	50	"
	556	" " " " 3 "	50	"
	557	" " " " 4 "	50	"
	558	" " " " 5 South	42	"
	559	" " " " 6 "	46	"
	560	" " " " 7 "	48	"

<i>In the Superior Court</i>	No. of License		Mileage
Exhibit D-116. Deed of Sale, Gilmour & Hughson, Limited, to I. W. Killam, April 27th, 1920. (continued)	561	River Gatineau	50 Miles
	562	“ “	50 “
	563	“ “	50 “
	564	“ “	45 ¹ / ₄ “
	565	“ “	36 ¹ / ₄ “
	566	“ “	41 “
	567	River Ottawa	50 “
	568	“ “	50 “
10	569	“ “	50 “
	570	River Gatineau	55 ¹ / ₄ “
	571	Jean de Terre	27 ¹ / ₂ “
	572	Piskatoshin-C-L	18 ¹ / ₂ “
	573	“ Berth-C	26 ¹ / ₂ “
	574	Jean de Terre (Lac Rapide Branch)	42 ¹ / ₂ “
	575	Jean de Terre	50 “
	576	Piskatoshin	25 “
	577	River Pickanoc	28 “
	578	Kazabazua	30 “
	579	Gatineau River	50 “
	580	“ “	50 “
20	581	River Desert	41 “
	582	“ “	41 “
	583	Philomon Creek	15 “
	584	River Joseph	40 “
	585	Gatineau and Piskatoshin	40 “
	586	Pickanoc	14 “
	587	“	43 “
	588	“	32 “
	589	“	4 “
	590	“	23 “
	591	“	25 “
	592	“	25 “
30	593	“	11 “
	594	Du Sable Creek	50 “
	595	River Joseph	17 ¹ / ₂ “
	596	River Gatineau	50 “
	597	“ “	25 “
	598	River Piskatoshin	25 “
	599	River Baskatong	50 “
	600	River Gatineau	50 “
	601	“ “	10 “
	602	“ “	41 ¹ / ₂ “
	603	“ “	24 “
40	604	Ignace Creek	48 “
	605	“ “	45 “
	606	“ “	48 “
	607	Ignace and Tomasine	42 “
	608	Tomasine	50 “
	609	“	50 “
	610	“	47 “
	611	“	50 “
	612	Jean de Terre	25 “
	613	“ “ “	30 “

In the Superior Court
 Exhibit D-116.
 Deed of Sale,
 Gilmour & Hughson, Limited,
 to I. W. Killam,
 April 27th, 1920.
(continued)

		No. of License		Mileage
		614	Jean de Terre	25 Miles
		615	River Gatineau	18½ "
		616	Jean de Terre	5½ "
		617	" " "	20 "
		618	Gatineau River	19 "
		619	Gatineau River and Du Sable	22¾ "
		620	" " " "	45¼ "
		621	Pickanoc	50 "
10		622	Lake St. Mary	25 "
		623	Wakefield	30 "
		624	Pichogan	8 "
		625	White Fish Lake	25 "
		626	Litchfield	2 "
		627	"	15 "
		628	Quyong	8 "
		629	Contecagama	22 "
		630	Kazubazua	50 "
		631	"	28 "
		632	Kakabanga	13 "
		633	Lac des Rapide	50 "
20		634	" " "	50 "
		635	" " "	43½ "
		636	Gatineau River	50 "
		637	" "	50 "
		638	Ottawa and Gatineau	28¾ "
		639	Jean de Terre, Berth D	21 "
		640	" " " " E	50 "
		641	" " " " 4 South	50 "
		642	" " " " 3 "	50 "
		643	" " " " 1 "	46 7/10 "
		644	" " "	50 "
		645	" " " Berth K	39 3/5 "
30		646	Pickanoc and Contecagama	10 "
		647	Jean de Terre	50 "
		648	" " "	50 "
		649	" " " (Bark Lake)	16 "
		650	Gatineau River	14 "
			Timber License on Indian Limits (River Desert) ..	20 sq. miles

The foregoing Timber Berths having been pledged to The Merchants Bank of Canada and the pledge having been redeemed the following letter was addressed by the Manager of the Bank at 40 Ottawa to Gilmour & Hughson, Limited:

The President, Ottawa, November 13, 1916.
 Gilmour & Hughson, Ltd.,
 Hull, Que.

Dear Sir:—

I understand that years ago your Company gave this Bank liens on the Company's limits and that these liens are still shown by the

*In the
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(continued)

Quebec Government on your timber licenses. The Bank does not require these liens and will at any time, you so desire, request the Quebec Government to release lien or liens from any or all your licenses.

Yours truly,

(Sgd.) W. B. HARSHAW,
Manager.

10

SCHEDULE " C "

(11) Water Powers in and Bed of Gatineau River opposite lots owned by Messrs. Gilmour & Hughson Limited in the 8th, 9th and 10th Ranges of the Township of Hull being both banks of the said river in said ranges opposite Government grant of January 16th, 1902, more particularly described in said grant as follows:—

20 All that certain water lot or portion of the bed of the Gatineau River, lying and being situate, in front of cadastral lots numbers 7A, 7B and 8 in the Eighth Range, 8A, 8B, 9A, 9C, 9E, 10A and 10B in the Ninth Range, 10-B, 10C in the Tenth Range of the Township of Hull, County of Ottawa, indicated by green hatchings on the accompanying plan, and the boundaries of which may be more particularly described as follows, to wit:—Commencing at the point of intersection of the ordinary high water mark on the west bank of the Gatineau River, with the division line between lots numbers six (6) and seven (7) of the primitive survey of the eighth range of said Township; thence in a general North-westerly direction, following said ordinary high water mark on said west bank to the north-easternmost corner of Cadastral lot number ten-C (10-C) in the 30 tenth Range belonging to the said Messrs. Gilmour & Hughson, Limited, thence, from the latter corner in an easterly direction, a straight line across said river, to the North-Westernmost corner of Cadastral lot number ten-B (10-B) belonging to the said Messrs. Gilmour & Hughson, Limited, on ordinary high water mark of the East bank of the said River, thence in a general South-Easterly direction following the latter ordinary high water mark of the Gatineau River to its intersection with the division line between lots numbers seven (7) and eight (8) of said ninth Range; thence, along said division 40 line towards the South, one chain more or less, to the ordinary high water mark of a small island lying at the North-East corner of said lot number eight (8) of the Eighth Range; thence following said ordinary high water mark of this small island around its Westerly end, and also around its Southerly and Easterly shores, to where said ordinary high water mark is intersected by the division line between the Eighth and Ninth Ranges aforesaid; thence, along the latter division line, towards the East, one chain more or less, to the

*In the
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to I. W. Killam,
April 27th, 1920.
(continued)

ordinary high water mark on the East bank of said River; thence, in a general South-Easterly direction following said ordinary high water mark to its intersection with the division line between said lots numbers six (6) and seven (7) of said eighth Range; thence, along said division line across the river towards the South to the place of beginning covering a superficial area of two hundred and sixty-four acres (264) more or less, exclusive of islands, which are already granted and also that part of the bed of said river situate in front of cadastral lot number eleven A (11-A) in the Ninth Range, and including all the water privileges and hydraulic powers thereon.

(12) Water powers in and Bed of Gatineau River opposite lots owned by Messrs Gilmour & Hughson Limited in the 11th Range of the Township of Hull being both banks of the said river in said Range opposite Government grant of August 4th, 1902, more particularly described in said grant as follows:—

20 All that certain water lot or portion of the bed of the Gatineau River, lying and being situate in front of cadastral lots numbers Twelve A (12-A), twelve D (12-D) and thirteen C (13-C) in the eleventh Range of the Township of Hull, County of Ottawa indicated by green hatchings on the accompanying plan, and the boundaries of which may be more particularly described as follows: to wit: Commencing at high water mark on the West bank of the River Gatineau at the south-east corner of a strip of land included in cadastral lot number thirteen C (13-C) of the eleventh Range of the Township of Hull, belonging to Messrs. Gilmour & Hughson
30 Limited, of the City of Hull, County of Ottawa, thence, in a general northerly direction, following said high water mark on said west bank to the north-easternmost corner of said strip of land, thence in an easterly direction a straight line across said river, to the high water mark of the east bank of the same at the westernmost corner of a strip of land included in cadastral lot number twelve A (12-A) of the eleventh Range of the Township of Hull and belonging to the said Gilmour & Hughson Limited, thence in a general south-easterly direction following the latter high water mark of the Gatineau River, to the south-west corner of the last mentioned strip of
40 land, thence, in a westerly direction and on a straight line joining the latter corner to the point of beginning, a distance of nineteen (19) chains more or less, to the apparent line of high water mark on said West bank of Gatineau River, thence, in a general westerly direction, following said apparent line of high water mark to the place of beginning.

The water lot above described covers a superficial area of

*In the
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Exhibit D-116.
Deed of Sale,
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to I. W. Killam,
April 27th, 1920.
(continued)

twenty-seven and a half acres (27½) be the same more or less, including all the water privileges and hydraulic powers thereon.

All the water powers, riparian rights and water privileges belonging to several properties more particularly described in Schedule "A" hereunto annexed.

10

SCHEDULE " D "

SHARES IN BOOMING COMPANIES

- (13) 500 Shares Gatineau Boom Company.
7 Shares Lower Ottawa Improvement Company.

SCHEDULE "E"

20 Other Property and Assets of Gilmour & Hughson Limited purchased by I. W. Killam and not included in Schedules "A", "B", "C" and "D".

BONDS AND SHARES:

Hull and Wakefield Road Co. Shares.....	\$	250.00	
Canadian Lumbermen's Insurance Exchange, Bonds Dom. Can.....		2,981.50	
		<u>2,981.50</u>	\$ 3,231.50

ADVANCES TO FOREST ASSOCIATION:

Ottawa River Forest Protective Assoc.....			200.00
---	--	--	--------

30 ADVANCES FOR 1919-1920 LOGGING OPERATIONS:

Provisions.....	\$45,209.62
Merchandise.....	56,557.40
Produce.....	31,852.55
Buildings and Cartage to Keep-Overs.....	15,478.21
Balances due by Employees.....	7,943.52
Cash at Desert Depot.....	664.82
Lot No. 2, Range No. 11 Dorion.....	40.00
Advances for 1920 Operations at Desert Depot.....	13,014.17

170,760.29

Less due to Employees..... \$11,467.85

40 Less Outstanding Cash and Meal

Orders..... 1,946.78

13,414.63

157,345.66

Head Office Advances to Desert from
Sept. 1..... 128,148.32

Head Office Advances to Otter Lake
from Sept. 1..... 13,061.99

141,210.31

298,555.97

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(continued)

INVENTORIES:			
Sawlogs.			\$141,942.85
EQUIPMENT AND PLANT:			
Live Stock and Cattle at Desert, Que.	\$19,635.65		
Live Stock and Cattle at Hull, Que.	900.00		
Shanty and Drive Plant at Desert.	31,845.04		
Equipment at Hull Que.	20,466.10	72,846.79	
			<hr/>
			\$516,777.11

- 10 TIMBER MARKS:
Registration of Timber Marks of Gilmour & Hughson Limited, dated at
Ottawa, the 30th January, 1919.
Nos. 1863, 1684, 1685, 1686, 1687.

SCHEDULE "F"

BALANCE SHEET

GILMOUR & HUGHSON, LIMITED

20 December 31st, 1919

LIABILITIES

LOANS:			
Hughson, J. C.	\$ 16,469.50		
Hughson, W. C.	4,741.23		
Hughson, J. W.	1,284.23		
Hughson, H. C.	661.37		
Hughton, H. McB.	49.63		
Powell, Mrs. A. H.	23.78		
			<hr/>
			\$ 23,229.84
MERCHANTS BANK:			
30 Outstanding Cheques.	25,022.19		
Overdraft Current Account.	1,447.13	26,469.32	
			<hr/>
BILLS AND ACCOUNTS PAYABLE:			
Sundry Creditors, Trade.	6,242.23		
Sundry Creditors, Employees.	1,745.47		
Government Dues.	354.11		
			<hr/>
Cash Orders, Desert Depot.	12,993.08		
Cash Orders, Otter Lake.	5,106.83		
		18,099.91	
			<hr/>
			26,441.72
40 PROVISIONAL:			
Estimated Cost of Shipping 1919 Cut, Wintering.	28,850.85		
Business Profits War Tax Assessment 1918.	24,439.64		
Estimated Income Tax 1919.	10,270.00		
			<hr/>
			63,560.49
CONTINGENT:			
Reserve for Workmen's Compensation.		3,000.00	
			<hr/>
			\$142,701.47

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(continued)

	CAPITAL STOCK AND RESERVES:		
	Capital Stock, Paid up	\$ 300,000.00	
	Rest Account	300,000.00	
	Timber Limit Reserve	468,608.17	
		<hr/>	
		1,068,608.17	
	Balance at Credit of Profit and Loss Account	161,057.14	\$1,229,665.31
		<hr/>	
	CERTIFIED CORRECT, subject to my Report.		
	(Sgd.) JOHN MULHALL,		
10	Auditor.		
			<hr/>
			\$ 1,372,36.78
			<hr/>
	ASSETS		
	CASH:		
	In Merchants Bank, Savings Account	150,000.00	
	In Office	396.23	
		<hr/>	150,396.23
	BILLS AND ACCOUNTS RECEIVABLE:		
	Bills Receivable, not Discounted	130,577.12	
	Accounts Receivable, Trade	95,956.85	
	Accounts Receivable, Rentals	25.00	
		<hr/>	
		226,558.97	
20	Less provision for Discount on Bills Receivable	2,265.59	
		<hr/>	224,293.38
	BONDS AND SHARES:		
	Hull and Wakefield Road Co. Shares	250.00	
	Lower Ottawa Boom Co. Shares	350.00	
	Gatineau Boom Co. Shares	2,500.00	
	Canadian Lumbermen's Insurance Exchange, Bonds, Dom. Can.	2,981.50	
		<hr/>	6,081.50
	ADVANCES TO BOOM COMPANIES:		
30	Ottawa River Forest Protective Association	200.00	
	Gatineau Boom Co. Ltd.	728.97	
		<hr/>	928.97
	ADVANCES FOR 1919-1920 LOGGING OPERATIONS:		
	Provisions	45,209.62	
	Merchandise	56,557.40	
	Produce	31,852.55	
	Buildings and Cartage to Keep-Overs	15,478.21	
	Balances due by Employees	7,943.52	
	Cash at Desert Depot	664.82	
	Lot No. 2 Range No. 11, Dorion	40.00	
40	Advances for 1920 Operations at Desert Depot	13,014.17	
		<hr/>	170,760.29
	Less due to Employees	11,467.85	
	Less Outstanding Cash and Meal Or- ders	1,946.78	
	Less Reserve against Cost of Buildings	2,500.00	
		<hr/>	15,914.63
		<hr/>	154,845.66

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(continued)

	Head Office Advances to Desert from Sept. 1.	\$128,148.32	
	Head Office Advances to Otter Lake, from Sept. 1.	13,061.99	\$ 141,210.31
			\$296,055.97
	INVENTORIES:		
	Lumber, 1918 Cut.	11,443.87	
	Lumber, 1919 Cut.	31,383.84	
			42,827.71
10	Sawlogs.		141,942.85
	TIMBER LIMITS:		
	Value at December 31st, 1918.	341,836.60	
		43,198.42	
			298,638.18
	WATER POWER AND SAWMILL PROPERTY:		
	Sawmill and Real Estate, Hull, Que...	149,439.27	
	Water Power at Chelsea, Que...	18,915.93	
		168,355.20	
20	Less Depreciation Reserve.	30,000.00	138,355.20
	EQUIPMENT AND PLANT:		
	Live Stock and Cattle at Desert, Que.	19,635.65	
	Live Stock at Hull, Que.	900.00	
			20,535.65
	Shanty and Drive Plant at Desert, Que.	31,845.04	
	Equipment at Hull, Que.	20,466.10	
			52,311.14
30			<u>\$1,372,366.78</u>

I hereby certify the foregoing Balance Sheet to be true and correct according to the books of the Company at Hull, Que.

Subject to the information and explanations furnished me, I believe the same exhibits fairly the standing of the Company at the 31st December, 1919.

(Signed) JOHN MULHALL,
Auditor.

PROFIT AND LOSS ACCOUNT

12 Months Ending December 31st, 1919

*In the
Superior Court*
Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
April 27th, 1920.
(continued)

DEBITS

	Sawlogs, Cost of Manufacture.....	\$502,536.72	
	Sawlogs, Depletion of Limits.....	39,926.99	
			<hr/>
			\$542,463.71
10	Forest Fire Protection.....		7,008.75
	Booming.....		8,058.31
	Sawing, Wages.....	80,167.74	
	Hull Mill Repairs.....	18,146.80	
	Insurance.....	5,532.25	
			<hr/>
			103,846.79
	Sorting.....		9,096.93
	Piling.....		25,300.30
	Reculling.....		2,489.30
	Shipping.....		28,729.72
20	Hull Mill Expense.....		8,308.24
	Workmen's Compensation.....		869.23
	Watching.....		5,447.33
	Insurance.....		5,187.73
	Office and Management.....		17,639.50
	Taxes.....		5,412.31
	Goods Account.....		24.78
			<hr/>
	Total Cost of 1919 Sawing.....		769,882.93
	NETT PROFIT 1919 CUT.....		99,201.03
30			<hr/>
			\$869,083.96
			<hr/>
	To Amount set aside as Reserve for Depreciation in Hull Mill.....		10,000.00
	To Provision for Discount on Bills Receivable, etc. . .	2,265.59	
	Less Provision made at Dec. 31st, 1918.....	1,008.64	
			<hr/>
			1,256.95
	To Provision for Business Profits War Tax, 1918. . . .	24,439.64	
	Less Provided at Dec. 31st, 1918.....	14,516.50	
			<hr/>
			9,923.14
40	To Provision for 1919 Income Tax, Estimated.....		10,270.00
			<hr/>
			31,450.09
			<hr/>
	To BALANCE CARRIED FORWARD AT CREDIT DECEMBER 31ST, 1919. .		161,057.14
			<hr/>
			\$192,507.23
			<hr/>

*In the
Superior Court
Exhibit D-116.
Deed of Sale,
Gilmour &
Hughson, Limited,
to I. W. Killam,
April 27th, 1920.
(continued)*

CREDITS

	SAWN LUMBER, 1919 CUT:		
	Lumber Sold.		\$838,477.57
	Lumber Used in Mill Repairs, etc.....		3,101.80
			<hr/>
			841,579.37
	Unsold, as per Inventory Dec. 31, 1919		31,383.84
			<hr/>
	Total Lumber sawn in 1919		872,963.21
10	Less Cash Discounts, Allowed.		12,796.10
			<hr/>
	Nett Outturn of Lumber....		860,167.11
	Firewood Sold....		6,387.92
			<hr/>
	Total production during 1919		\$866,555.03
	MISCELLANEOUS:		
	Rentals of Houses, etc.		1,567.15
	New York Exchange, Received.	3,746.06	
20	Less Interest and Exchange, Paid.	2,784.28	
			<hr/>
			961.78
			2,528.93
			<hr/>
	Total Nett Revenue...		<u>\$869,083.96</u>
	SAWN LUMBER, 1918 CUT:		
	Outturn sold during 1919		29,023.66
	Inventory Unsold at Dec. 31, 1919.		11,443.87
			<hr/>
			40,467.53
30	Less Inventory Dec. 31, 1918.	19,716.76	
	Less Provision for Shipping in 1920.	3,995.68	
			<hr/>
			23,712.44
	Nett Profit as above 1918 Sawing.		16,755.09
	Nett Profit 1919 Sawing.		99,201.03
			<hr/>
	TOTAL PROFIT 12 MONTHS ENDING DEC. 31ST, 1919.		\$115,956.12
	Balance at Credit Jan. 1, 1919 brought for'd...		160,434.40
40	Add Reversal of amounts written off at Dec. 31, 1918 as Provision against abnormal cost of Sawlogs.		10,685.64
	Reserve against abnormal cost of Logging operations		25,431.07
			<hr/>
			196,551.11
	Less Div. 40% pd. Feb. 4, 1919..		120,000.00
			<hr/>
			76,551.11
			<hr/>
			<u>\$192,507.23</u>

EXHIBIT D-117

PLAN PREPARED BY P. BEIQUE, Q.L.S., SHOWING DIVISION OF RIVER BED AND PROPERTIES AT CASCADES

(See Special Exhibit Book No. III.)

EXHIBIT D-118

10 SKETCH PREPARED BY P. BEIQUE, Q.L.S., SHOWING DIVISION OF RIVER BED BY METHOD OF PROLONGATION OF LOT LINES

(See Special Exhibit Book No. III.)

EXHIBIT D-119

20 AGREEMENT BETWEEN F. T. CROSS AND HULL ELECTRIC COMPANY, SEPTEMBER 7, 1917

MEMORANDUM OF AGREEMENT entered into this seventh day of September, 1917,

BETWEEN:

FREEMAN THOMAS CROSS, of Farm Point, in the district of Ottawa, lumberman,

Party of the First Part,

AND

30 THE HULL ELECTRIC COMPANY, an incorporated body, having its head office in the City and District of Montreal,

Party of the Second Part.

WITNESSETH:

40 THAT for and in consideration of the payment of Five hundred dollars (\$500.00) the receipt whereof is hereby acknowledged and other good and valuable considerations also acknowledged, the Party of the First Part hereby promises, binds and obliges himself to grant, sell and convey by good, sufficient and legal title to the party of the Second Part all and singular the power development at the foot of Paugan Falls in the River Gatineau, in the District of Ottawa, which shall have a head of One hundred (100) feet measured from high water mark at the foot of the said Paugan Falls, and to obtain and deliver free and undisputed title to all the water powers and riparian lands which may be necessary for the said power development so promised to be sold as aforesaid.

*In the
Superior Court*

Exhibit D-119.
Agreement
Between
F. T. Cross and
Hull Electric Co.,
Sept. 7th, 1917.

*In the
Superior Court*
Exhibit D-119.
Agreement
Between
F. T. Cross and
Hull Electric Co.,
Sept. 7th, 1917.
(continued)

It is a condition of this present Agreement that the Party of the Second Part shall have the right to declare unto the Party of the First Part on or before the thirty-first of December, 1917, its intention to carry out and to complete the said sale of the said water powers and properties, and should the party of the Second Part elect to refuse to carry out the said sale on or before the said last mentioned date this present Agreement shall be null and void.

10 If, on the other hand, the Party of the Second Part declares its readiness to carry out and complete the said sale of said water powers and properties, then the said Party of the First Part shall be obliged within thirty days from the said Declaration to obtain and to exhibit options or promises of sale or other document showing that the Party of the First Part will be in a position to convey the said water powers and properties or to have them conveyed to the Party of the Second Part.

20 Upon the said documents being so exhibited to it, it shall be the duty of the Party of the Second Part to make a survey of the properties referred to herein, which survey shall be completed within ninety days and the records of such survey shall determine the extent of the said water powers and the properties required for the purpose of securing the head of One hundred feet measured from high water mark at the foot of the said Paugan Falls as aforesaid.

30 The Party of the First Part shall within thirty days from the completion of the said survey obtain and secure options, promises of sale or other documents which will enable him to convey to the Party of the Second Part all the said water powers and properties, if any, which may be found necessary by the said survey to secure the said One hundred foot development.

40 Upon delivery by the Party of the First Part to the Party of the Second Part of the documents and title deeds establishing the ownership of the said water powers and properties and possession thereof the Party of the Second Part shall pay into the Party of the First Part the sum of One hundred thousand Dollars (\$100,000), and shall further pay to the Party of the First Part a further sum of Fifty Thousand Dollars (\$50,000) within one year after the payment of the said sum of One hundred thousand dollars; a further sum of Fifty Thousand Dollars (\$50,000) two years after the said date; a further sum of Fifty Thousand Dollars (\$50,000) three years after said date; a further sum of Fifty Thousand Dollars (\$50,000) four years after said date; a further sum of Thirty-three Thousand, three hundred and thirty-three dollars (\$33,333) five years after the said date.

And it is agreed and stipulated that the Party of the Second Part shall pay to the Party of the First Part over and above and in

*In the
Superior Court*
Exhibit D-119.
Agreement
Between
F. T. Cross and
Hull Electric Co.,
Sept. 7th, 1917.
(continued)

addition to the foregoing payments the sum of Three Thousand three hundred and thirty-three Dollars (\$3,333) for each additional foot of head over and above the One hundred feet measured from high water mark at the foot of the said Paugan Falls which can be obtained from the water powers and properties so to be sold by the Party of the First Part to the Party of the Second Part;

10 And the Party of the First Part binds and obliges himself upon the payment of the said sum of One hundred thousand Dollars (\$100,000) above referred to to execute in favor of the Party of the Second Part a proper and complete Deed of Sale of the said water powers and properties subject to the payment of the other sums set forth herein above.

It is expressly understood that the One hundred feet referred to herein above is of the essence of this Agreement which shall be considered null and void should the Party of the First Part be unable to deliver the necessary titles and possession of said One hundred feet head to the Party of the Second Part.

20 It is understood and agreed that the sum of Five hundred dollars (\$500.00) in the first paragraph hereof mentioned is to form part of the payment of One hundred thousand dollars (\$100,000) if the Agreement is carried out by the Party of the Second Part, but is to be forfeited if the Party of the Second Part declines to carry out the Agreement and if the Party of the First Part fails to carry out his part of the Agreement it is to be repaid to the Party of the Second Part.

30 The present Agreement shall be binding upon the heirs and successors of the parties hereto.

IN WITNESS WHEREOF the said several parties have signed:

F. T. CROSS
HULL ELECTRIC COMPANY
G. GORDON GALE,
Vice-President.
W. L. WRIGHT,
Secretary.

40 J. H. LEG
Witness.

SIGNED, SEALED AND EXECUTED

In the presence of:

J. H. LEG
Witness.

G. GORDON GALE
Witness.

(SEAL)

EXHIBIT D-120

*In the
Superior Court*
Exhibit D-120.
Deed of Sale,
Arthur Lafontaine
to Gatineau
Power Co.,
Aug. 9th, 1926.

DEED OF SALE, ARTHUR LAFONTAINE TO GATINEAU
POWER CO., AUGUST 9, 1926

(SEAL)

In the year one thousand nine hundred and twenty-six, the ninth day of August;—

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

APPEARED:—

ARTHUR LAFONTAINE, of the Township of Northfield, said District, merchant;

20 Who has bargained, sold and conveyed and does hereby bargain, sell and convey and make over with legal warranty

UNTO:—

30 “ GATINEAU POWER COMPANY ”, a body corporate and having its head office at the City of Montreal, in the Province of Quebec, hereto acting and represented by J. R. Binks, secretary, of the City of Ottawa, Ontario, under and by virtue of a resolution of the Board of Directors of said Company under date the twenty-second day of July, 1926, whereof acte of deposit was made before the undersigned Notary under No. 16,855 of his minutes on the twenty-fourth day of July, 1926, hereto present and accepting for itself, its assigns the following property, to wit:—

DESCRIPTION:—

40 ALL that piece or parcel of land being composed of all those parts of lots numbers thirty-one (31) in the third range and thirty-six (36) in the second range of the Township of Northfield and all that part of lot number twenty (20) in Range “C” of the Township of Wright and bounded as follows:—Northerly by a line drawn above the Calumet Rapids from a point distant two hundred feet above the crest of the said Rapids on the East side of the Gatineau River to a point distant two hundred feet above the crest of the said Rapids on the West side of the Gatineau River; Easterly by a line drawn twenty-five feet East and parallel to the mean water level of the Gatineau River, Southerly by a line drawn below the Calumet

*In the
Superior Court*
Exhibit D-120.
Deed of Sale,
Arthur Lafontaine
to Gatineau
Power Co.,
Aug. 9th, 1926.
(continued)

Rapids from a point distant two hundred feet below the foot of the said Rapids on the East side of the Gatineau River to a point distant two hundred feet below the foot of the said Rapids on the West side of the Gatineau River, Westerly by a line drawn twenty-five feet West of and parallel to the mean water level of the Gatineau River.

The above sold and described parcel of land includes all of the fall in the Gatineau River known as the Calumet Rapids and the bed of the river within the said boundaries.

10

To have and to hold the said above described property with the rights, appurtenances and accessories thereto belonging and including therewith any and all rights the seller may own or possess in the bed of the Gatineau River or in the water course thereof, unto the said Purchaser, its successors and assigns forever in full and absolute ownership with possession thereof from this day.

TITLE:—

20

The vendor declares that he is the owner of the said property by good and valid title, having acquired the same as follows:—1o.—part of said lot twenty in Range "C" of the Township of Wright by deeds registered under Nos. 14,326, Lib. B, Vol. 16 and 14,677, Lib. B, Vol. 17;—

2o.—part of lot number thirty-one in the third range of the Township of Northfield by deed registered under No. 19,529, Lib. B, Vol. 21;—

30

3o.—part of lot number thirty-six in the second range of the said Township of Northfield by deed registered under No. 31,866, Lib. B, Vol. 32.

VENDOR'S DECLARATION:—

The vendor declares the said sold property to be free and clear of all charges, hypothecs and encumbrances whatsoever, including all taxes and assessments of every kind, special as well as general, up to date.

40

PRICE:—

THE PRESENT SALE has furthermore been made for and in consideration of the price or sum of five thousand dollars (\$5,000.00) cash, which the vendor acknowledges to have had and received of and from the Purchaser at the passing of this deed whereof quit forever.

*In the
Superior Court*

MATRIMONIAL STATUS:—

Exhibit D-120.
Deed of Sale,
Arthur Lafontaine
to Gatineau
Power Co.,
Aug. 9th, 1926.
(continued)

The vendor declares that he is married with Dame Eugénie Guinard, in the Province of Quebec, without marriage contract, and that his wife is still living.

WHEREOF ACTE:—

10 DONE AND PASSED at the Township of Northfield, said District, under number sixteen thousand eight hundred and ninety of the original minutes of the said undersigned Notary.

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

(Signed): ARTHUR LA FONTAINE
("): GATINEAU POWER COMPANY
by J. R. BINKS
("): LOUIS BERTRAND, N.P.

20 TRUE COPY of the minute remaining in my office.

LOUIS BERTRAND, N.P.

(Stamped on side of Exhibit):

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

30 I certify that this document was duly registered at length in this office at three o'clock afternoon on the thirteenth day of the month of August, nineteen hundred and twenty-six, in Liber B, Volume 49, and under number 50695.

LS. de G. RABY, Registrar.

EXHIBIT D-121

40 Profile of part of Gatineau River prepared by Quebec Streams Commission.

(See Special Exhibit Book No. III.)

*In the
Superior Court*

Exhibit D-121A.
Letter from
Gatineau Power
Co. to
Dalton McCarthy,
Feb. 25th, 1927.

EXHIBIT D-121A

LETTER FROM GATINEAU POWER CO. TO DALTON
McCARTHY, FEBRUARY 25, 1927

(Copy)

February 25th, 1927.

10 Dalton McCarthy, Esq.,
Barrister, Solicitor, &c.,
Royal Bank Chambers,
Ottawa, Ontario.

Dear Sir,—

20 Confirming our telephone conversation this afternoon, would
you please advise us at as early a date as possible what disposition
you want us to make of Mr. F. T. Cross' transmission line between
Kirk's Ferry and Cascades and between Cascades and the point
where we cross the river just below Wakefield.

We are awaiting your reply.

Yours very truly,

GATINEAU POWER COMPANY.

WALTER BLUE,
Manager, Development.

30 WB:S.

Mr. Gale: To note and return.
"G.G.G."

EXHIBIT D-122

Department of Interior, Water Resources Bulletin 58.

40 (See Special Exhibit Book No. V.)

*In the
Superior Court*

Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.

EXHIBIT D-122A

LIST OF CUSTOMERS IN 1926 OF F. T. CROSS' ELECTRIC
DISTRIBUTION SYSTEM—TOTAL 308

	NAME	ADDRESS
	Allen, J.	Farm Point
	Allen, T.	“ “
10	Armstrong, Percy E.	N. Wakefield
	Armstrong, Frank K.	Wakefield
	Armstrong, J. R.	“
(k)	Armstrong, P. E.	Kirk's Ferry
	Austin, A. E.	Wakefield
	(k) Batte, Mrs. (cottage)	
	(k) Battee, Mrs.	
	Bearder, Col.	
	(k) Burnett, J.	
20	(k) Brown, G. A.	
	(k) Brown, Ferguson	
	(k) Brown, Ferguson (cottage)	
	Brown, F. A.	Kirk's Ferry
	Bell, Hal.	Wakefield
	Brown, Ben	“
	Brown, Wm.	“
	Brown, Mrs. Walter	“
	Bridgeman, W. J.	“
	Brooks, Mrs.	“
30	Brown, Marshall	“
	Burton, Charles	“
	Banque Canadienne Nationale (J. E. Blain)	“
	Blain, J. E.	“
	Barr, J. P.	Farm Point
	Brown, Wm.	“ “
	Bates, Thomas	“ “
	Bashen, E. N.	“ “
	Bishop, Charles	“ “
	Browne, Wane	“ “
40	Baldwin, Geo.	“ “
	Belisle, Joseph	“ “
	Birnie, Mrs. Edwin	Cascades
	Byrne, Mrs. M.	“
	Baker, C. E.	“
	Baker, Mary A.	“
	Bourassa, J.	“
	Brule, Alex.	“

*In the
Superior Court*

Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	ADDRESS
	(k) Cooper, John (2 cottages)	Kirk's Ferry
	(k) Cooper, John	
	Carman, O.	Farm Point
	Coffin, J. M.	" "
	Conquer, Mrs. S. F.	" "
	Campbell, L. L.	" "
	Cloutier, J. Baptiste	" "
10	Cloutier, G.	" "
	Clyma, Mrs.	" "
	Caves, David	" "
	Cox, Mrs. J. E.	" "
	Cloutier, Philius	" "
	Cross, S. H.	" "
	Cross, S. H. (shop)	" "
	Cross, H. J.	Wakefield
	Clinton, John M.	"
	Chamberlin, R. S.	"
20	Chamberlin, R. S. (shop)	"
	Cross, H.	"
	Cross, Harold	"
	Carroll, P.	"
	Craig, G.	"
	Carman, A.	"
	Campbell, D. J.	"
	Cunningham, R. M.	"
	Cuthbertson, H. M.	"
	Chilcott, K.	N. Wakefield
30	Chilcott, K. (store)	"
	Chilcott, K. (cottage)	"
	Chabot, Dr. J. L.	Cascades
	Cox, Bertha	"
	Cross, W. E.	"
	Cross, Walter C.	"
	Cross, Jason	"
	Currie, Wm.	"
	Cowden, Mrs. A.	"
	Capresol, Irene F.	"
40	Craft, H. F.	Alcove
	Craft, H. F. (Mgr. Club House)	"
	Chilcott, Samuel	"
	Craig, N. E.	Burnette
	Durchin, Mr.	
	Delanmde, Mr.	
	Dixon, M. F.	Cascades

*In the
Superior Court*

Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	ADDRESS
	Dixon, M. F. (cottage)	Cascades
	Dixon, Norman Fitzroy	"
	Davidson, James	"
	Daugherty, W. J.	Farm Point
	Dodge, J.	" "
	Dean, J. T.	" "
	Deschamps, Rev. Father	" "
10	Diotte (Hotel)	Wakefield
	Engler C.	
	Emerson E. S.	Cascades
	Evans, F. A.	"
	Ecksten, Mrs.	Alcove
	Emerson, E. K.	Farm Point
	Earle, J. A.	Wakefield
	Earle, Geo. H.	"
	Earle, Robt. M.	"
20	Earle, Foster	"
	Earle, R. A.	"
	Earle Sleigh & Carriage Co.	"
	Fleming, Thos.	
	Fleming, Mrs. (Ice Cream Parlor)	
	Fitzpatrick, H.	Alcove
	Forshaw, Rev. Geo.	"
	Foran, Geo.	Wakefield
	Forhan, Mrs. C.	"
30 (k)	Fleming, Mrs. P. J.	Kirk's Ferry
	Frederick, Joe	Farm Point
	Fournier, P.	" "
	Fournier, Hanore	" "
	Fournier, Osis	" "
	Fournier, Louis	" "
	Fox, Margaret	Alcove
	Flynn, W. P.	Cascades
	Fillion, S. O.	"
40	Gallagher	
	Grant	
	Gorham, Chas.	Wakefield
	Gratton, J. E.	"
	Gratton, J. W. (office)	"
	Gisbourne, Francis H.	"
	Gervais, E.	"
	Giroux, Joseph	"

*In the
Superior Court*

Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	ADDRESS
	Greene, B.	Wakefield
	Geggie, Dr. H. J. G.	"
	Gibson, Wm.	Farm Point
	Gervais, John	" "
	Gervais, Damase	" "
	Gauvereau, Alfred	" "
	Gorman, A. G.	" "
10	Gordon, H. H.	Cascades
	Gagne, M.	"
	Hayes, Miss	
	Hogan, Alfred	
(k)	Hellard, H.	Kirk's Ferry
	Hughes, J. H. (C.P. Railway)	
	Hessar, Mrs. Cecilia	Farm Point
	Harris, D. J.	" "
	Hall, K.	Wakefield
20	Hill, J. M.	"
	Hamilton, F. E.	"
	Hamilton, F. E. (garage)	"
	Hemphill, S. P.	Cascades
	Hellard, H. Jr.	"
	Howell, Thos.	"
	Ingram	
	Jouneau	
30	Johnston, Mrs.	
	Jenkins, Mrs.	
	Jones, Mrs. J. E.	Cascades
	Jordon, L.	Farm Point
(k)	Jackson, Mrs. E. R.	Burnett
	Kirby, Mary E.	Cascades
	Kirby, H. R.	Wakefield
	Lothrop, Mrs.	
	Lamb, Mrs.	
40	Leslie, Mrs. W.	Wakefield
	Lindsay, Misses (Wakefield Inn)	"
	Lindsay, Misses (cottage)	"
	Lindsay, Miss Jean (cottage on the rapids)	"
(k)	Lacharity, Owen	Burnett
	Lamb, Geo. F.	Farm Point
	Lableau, L.	" "
	Lee, Beatrice	" "

*In the
Superior Court*

Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	ADDRESS
	McGreevy, Mrs.	
	McLeish	
	McKenna	
	McCossy	
	McAllister, Mrs. (cottage)	
	Morrison, J. T.	Wakefield
	MacLaren's Gen. Store and Mill	"
10	McKorkell, Alex.	"
	Morrison, D.	"
	Morrison, H. L.	"
	McKitrick, Mrs.	"
	McLinton, Mrs. John	"
	McBryde, T.	"
	Maxwell, Mrs. Wm.	"
	Martineau, Hermidas	"
	MacNair, Wm.	"
20	McKorkell, Mrs. Crawford	"
	Moffatt, F. A.	"
	Moore, E. W.	"
	Mullen, Mrs. Jane	Alcove
	Mullen, Mrs. Jane (cottage)	"
	Mahon, Mrs. Louisa	"
	MacDonald, M. E.	"
	Manion, E. J. Bamell	Cascades
	Martineau, Abel	"
	Mills, W. J.	"
	Maxwell, Fred	Farm Point
30	Maxwell, W. J.	" "
	Martineau, Wilfred	" "
	Martineau, Kent	" "
	Martineau, W.	" "
	Martineau, Joseph	" "
	Martineau, Absolom	" "
	Martineau, Matt.	" "
	Moreau, Amable	" "
	Meunier, A.	" "
	Meunier, J. Baptiste	" "
40	MacNeill, W. J.	" "
	Moore, W. J.	" "
	Morrison, D. A.	" "
	MacKerrow, A. N.	" "
(k)	McAllister, Mrs. J.	Kirk's Ferry
	McKenzie, John	" "
	Meade, T.	Wakefield
(k)	MacRostie, E.	Burnett

*In the
Superior Court*
Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	ADDRESS
	Nesbitt, Mrs. M.	Wakefield
	Nesbitt, Wm.	"
	Nesbitt, G. W. S.	"
	Nelson, Mrs. Cyrus	"
	Newcommon, Roy	"
	Nichol, Mrs. C.	Alcove
10	O'Connor, Mr.	
	O'Hara, R. J.	Alcove
	O'Meara, W. P.	Farm Point
	Orme, Wm.	Wakefield
	Orme, Wm. (bake shop)	"
	Orme, Wm. (Warden Church of the Good Shepherd)	
	Pierson, Wm.	
20	Parent, Fred	Wakefield
	Patterson, Mrs. Geo.	"
	Patterson, G. H.	"
	Patterson, Mrs. A.	"
	Poole, G. A.	"
	Parrow, F. A. (barber shop)	"
	Perry, Mrs. A.	"
	Pilon, Mrs. Charles	Farm Point
	Pritchard, John (house)	Alcove
	Pritchard, John (cottage)	"
30	Ray, Fred	
	Reece	
(k)	Reid, C. H.	Kirk's Ferry
	Reid, Levi	Farm Point
	Reilly, James	Alcove
	Reilly, Mrs. Chas.	"
	Ruddick, J. A.	Wakefield
	Robb, Mrs. Judith	"
	Richardson, Geo.	"
	Reid, John	"
40	(k) Selwyns, H. (cottage)	
	(k) Scott, David	
	(k) Scott, David (5 cottages)	
	(k) Snow, A.	
	Sherrin, A.	
	Shouldice, J.	Wakefield
	Shouldice, Joseph	"

*In the
Superior Court*

Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	ADDRESS
	Shouldice, J. T.	Wakefield
	Sully, R. N.	"
	Sully, C. H.	"
	Sully, T. A. B.	"
	Sully, T. A. B. (mill)	"
	Smith, John Rochester	"
	Stevenson, G.	"
10	Stevenson, R.	"
	Stevenson, Finlay	"
	Stevenson, Finlay (cottage)	"
	Shouldice, John	Farm Point
	Schnubb, Ben	" "
	Serry, Robt. C.	" "
	Saver, P.	Cascades
	Saver, James (club)	"
	Sherwood, M. E.	Burnett
(k)	Sherwood, S. W. (cottage)	"
20	(k) Sherwood, R. (cottage)	"
	(k) Sherwood, G.	"
	(k) Stevenson, Jack	"
	Thorp, G. F.	"
	Townsend, Geo.	Alcove
	Thorne, W.	Wakefield
	Trouse, P. H.	"
	Trouse, Alfred	"
	Trouse, Wilbur	"
30	Taggart, Thos.	"
	Taggart, W. C.	"
	Tombeau, Paul	Farm Point
	Thompson, Mary	" "
	Tibbitts, A. R.	" "
	United Church (Lalonde)	Alcove
	United Church Parsonage	"
	Vaillancourt, R. E.	Cascades
40	Vaillancourt, R. E.	Wakefield
	Vaillancourt, R. E. (barber shop)	"
	Vaillancourt, L. H.	"
	Williams U.	
	Woods, Miss	
	Wilson, S. E. (hotel)	Cascades
	Wilson, S. E. (cottage)	"
	Wilson, G. L.	"

*In the
Superior Court*
Exhibit D-122A.
List of Customers
in 1926 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	ADDRESS
	Wills, E. H.	Wakefield
	White, Jack	"
	Woods, S. L.	"
	Wills, Fred	"
	Wills, Fred (shop)	"
	Wills, Roy	"
	Wakefield St. Lights	
10	Yetts, A. M.	Farm Point
	Young, Geo.	" "
	York, I. B. (shop)	Wakefield
	York, I. B. (2 houses)	"

*In the
Superior Court*
Exhibit D-123.
List of Customers
in 1931 of
F. T. Cross'
Electric
Distribution
System.

EXHIBIT D-123

20 LIST OF CUSTOMERS IN 1931 OF F. T. CROSS' ELECTRIC
DISTRIBUTION SYSTEM

CUSTOMERS 1931—TOTAL 190

	NAME	PLACE
	Austin, Alex.	Wakefield, Que.
	Armstrong, T. E. R.	
	Anglican Church	
30	Brown, J. R.	
	Brown, Ban	
	Brown, George	
	Brown, Marshall	
	Bates, Wm.	
	Brooks, Wallace	
	Banque Canadienne Nationale	
	Blain, J. E. (cottage)	
	Beer, Col. L. H. (cottage)	
40	Craig, Garnet	
	C.P.R. Station	
	Carman, A.	
	Cunningham, R. M. (cottage)	
	Cuthbertson, Herbert	
	Chamberlin, R. S.	
	Chamberlin, R. S. (shop)	

*In the
Superior Court*

Exhibit D-123.
List of Customers
in 1931 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	PLACE
	Chamberlin, Charles	
	Carroll, Patrick	
	Cross, Harry	
	Cook, Major (cottage)	
	Cross, K. I.	
	Club House	
10	Diotte, A. (hotel)	
	Earle, George H.	
	Earle, George H. (shop)	
	Earle, Mrs. Robt. A.	
	Earle, Robt. M.	
	Earle, Arthur	
	Forshaw, Rev. George	
20	Geggie, Dr. H. J. C.	
	Gorham, Charles	
	Gisborne, F. H. (cottage)	
	Holden, Rev. B. T.	
	Hamilton, F. E.	
	Hill, J. M. (cottage)	
	Hudon, J. H. (cottage)	
	Kirby, Mrs. R. H.	
30	Lindsay, Miss M. P. (Inn)	
	Leslie, Mrs. M. (cottage)	
	Lachaine, M. (cottage)	
	MacNair, Wm.	
	MacNair, Wilfred	
	Morrison, J. T.	
	Moffatt, Stewart	
	Moffatt, Fred	
	Masham Telephone Co.	
40	McCallum, H. A. (cottage)	
	McNabb, Dr. (cottage)	
	McKorkell, Crawford	
	McLinton, John	
	McKitrick, Mrs. (cottage)	
	Nesbitt, G. W.	
	Nesbitt, William	

*In the
Superior Court*

Exhibit D-123.
List of Customers
in 1931 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	PLACE
	Nesbitt, Mrs. R.	
	Nelson, Cyrus	
	Nelson, John	
	Newcommon, Roy	
10	Orme, William	
	Orme, William (shop)	
	Poole, Gerald	
	Post Office	
	Parent, Fred	
	Reneaud, H.	
	Richardson, George	
	Rideau Lumber Co.	
	Robb, Miss M. R.	
	Reid, Miss J. (cottage)	
20	Ruddick, J. A. (cottage)	
	Stevenson, George	
	Stevenson, J. C.	
	Stevenson, Finlay	
	Stevenson, H. R.	
	Sully, R. N.	
	Sully, T. A. B.	
	Sully, C. H.	
	Shouldice, Joseph	
30	Shouldice, J. T.	
	Shouldice, John	
	School House	
	Sugarman, A. (cottage)	
	Sugarman, I. (cottage)	
	Trouse, A.	
	Trouse, P. H.	
	Trouse, Wilbur	
	Thorne, Wm. J.	
40	Taggart, Jack	
	Taggart, Wm. C.	
	United Church	
	Vaillancourt, R. E.	
	Vaillancourt, R. E. (shop)	
	Vaillancourt, L. H.	

*In the
Superior Court*

Exhibit D-123.
List of Customers
in 1931 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	PLACE
	Watters, Michael	
	Wills, Albert	
	Wills, Elmer	
	Wills, Elmer (shop)	
	Wills, Fred	
	Wills, Roy	
10	Bates, Thomas	
	Bates, Thomas	Farm Point
	Brown, William	
	Caves, David	
	C.P.R. Station	
	Carman, O.	
	Cross, F. T.	
	Cox, Mrs. J. (cottage)	
20	Dean, Jack	
	Everest, A. M. (cottage)	
	Emerson, Eddie (cottage)	
	Frederick, Joe	
	Fournier, Oscar	
	Fournier, Henri	
	Fournier, Louis	
30	Gordon, Angus (cottage)	
	Gilhooley, Miss B. (cottage)	
	Gervais, E.	
	Gervais, D.	
	Gervais, M.	
	Lamb, J. (cottage)	
	Meunier, Alex.	
	Meunier, A.	
40	Moreau, A.	
	Maxwell, Fred	
	Millen, A. M. (cottage)	
	Morrison, D. A.	
	Martineau, E.	
	Martineau, Antonio	
	Martineau, Joseph	
	Martineau, Absolm	

*In the
Superior Court*

Exhibit D-123.
List of Customers
in 1931 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	PLACE
	McKerrow, A. M. (cottage)	
	McNeil, W. J. (cottage)	
	O'Meara, J. P. (cottage)	
10	Patenaude, H. P. (cottage) Pilon, Charles Post Office	
	Renaud, Arthur Renaud, Paul Roman Catholic Church Reid, L.	
	Snobb, Ben	
20	Tombeau, Paul Tibbitt, E. R. (cottage) Turfus, K. (cottage)	
	Byrne, M.	Cascades
	Curry, W. (cottage) C.P.R. Station Capreol, A. P.	
30	Doran, W. H.	
	Foran, G.	
	Jenvenne, Moses	
	Maxwell, M. Martineau, A. Master, Mrs. Sarah (cottage)	
40	Powell, A. E. (cottage) Post Office	
	Renaud, Exaver Renaud, J.	
	Saver, P. (cottage) Shearer, J. (cottage)	

*In the
Superior Court*

Exhibit D-123.
List of Customers
in 1931 of
F. T. Cross'
Electric
Distribution
System.
(continued)

	NAME	PLACE
	United Church	
	Watson, Mrs. B. (cottage)	
	Brown, W. R.	Alcove
	Chilcott, Samuel	
	Chilcott, Kenneth	
10	C.P.R. Station	
	Club House	
	Craft, H. F.	
	Cameron, J. (cottage)	
	Cloutier, Alfred	
	Cooper, T. A.	
	Colbert, James	
	Ecksten, Mrs. M.	
20	Fitzpatrick, H.	
	Fox, Mrs. Edward (Inn)	
	Golding, R. (cottage)	
	Kemp, Dr. H.	
	Mahon, Mrs. Louisa	
	Maxwell, James	
	Mullen, James	
30	McCord, Rev. Robt.	
	O'Hara, R. J.	
	Pritchard, John	
	Rogers, Herbert	
	Reilly, C.	
	Rankin, H. D. (cottage)	
40	School House	
	Townsend, George	
	Townsend, J. A.	
	United Church.	

*In the
Superior Court*
Exhibit D-124.
Deed of Sale,
Joseph Burnett to
F. T. Cross,
Jan. 22nd, 1917.

EXHIBIT D-124

DEED OF SALE, JOSEPH BURNETT TO F. T. CROSS,
JANUARY 22, 1917.

In the year one thousand nine hundred and seventeen, the
twenty-second day of January.

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

10 APPEARED:—

JOSEPH BURNETT, of the Township of Hull, said District,
farmer.

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

20 All that piece or parcel of land forming part of lot sixteen " B "
in the thirteenth Range of Township of Hull, known on the Official
Plan and Book of Reference of said Township of Hull, which piece
may be described as follows: Starting from a point at the intersec-
tion of lot number seventeen " B ", the property of John Maxwell,
thence going East and following the Southern line of the Railway
right of way, a distance of four hundred and sixty-two feet to a point
where an old fence existed, thence going Southerly in a line at right
angle with the line above described a distance of three hundred and
thirty feet to a poplar tree, thence Westerly at right angle with the
above line in a line parallel to the Railway right of way to a point on
30 the line of said lot seventeen " B ", thence Northerly along the line of
said lot seventeen " B " to the place of beginning and bounded as
follows: Northerly by the right of way of the railway, Westerly and
Southerly by the residue of said lot the property of the vendor, and
Easterly by said lot seventeen " B ", the property of John Maxwell.

The present sale is so made in consideration of the sum of five
hundred dollars, paid cash of which a discharge is hereby given.

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

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

(Signed): JOSEPH BURNETT
("): F. T. CROSS
("): LOUIS BERTRAND, N.P.

TRUE copy of the original remaining in my office.
LOUIS BERTRAND, N.P.

EXHIBIT D-125

In the
Superior Court

Exhibit D-125,
List of Lots
referred to
Paragraph 15 of
Plaintiff's
Supplementary
Declaration

LIST OF LOTS REFERRED TO PARAGRAPH 15 OF
PLAINTIFF'S SUPPLEMENTARY DECLARATION

DETAILS OF A., B. AND D. OF PARAGRAPH 15 OF THE
SUPPLEMENTARY DECLARATION

10	A. 877 Acres Adjacent to Mileage 12 and Farm Point:				
	Lot	Range	Township	Acreage	Acquired from
	19-A	11	Hull	100	Mrs. O'Rourke
	18-A	12	Hull	100	William Cross
	19-A	12	Hull	100	Hammond
	19-B	12	Hull	100	Mrs. O'Rourke
	22	12	Hull	200	William Cross
	23-A	12	Hull	100	William Cross
	23-B	12	Hull	80	William Cross
20	24-B	12	Hull	97	William Cross
	B. Adjacent to Farm Point—200 Acres Freehold Bush Farm:				
	N. $\frac{1}{2}$ 2	12	Eardley	100	Mrs. Murphy
	S. $\frac{1}{2}$ of				
	W. $\frac{1}{2}$ 1	12	Eardley	50	Mrs. Murphy
	28-B	15	Hull	50	Hendricks
30	D. Adjacent to Farm Point—520 Acres under Timber Lease from Private Individuals:				
	Lot	Range	Township	Acreage	Owner
	24-A	12	Hull	100	Wyman Cross
	W. $\frac{1}{2}$ 21-B	13	Hull	50	Wyman Cross
	24-B	13	Hull	100	Wyman Cross
	Lot	Range	Township	Acreage	Owner
40	25-B	13	Hull	100	Wyman Cross
	26-A	13	Hull	100	
	25-B	14	Hull	70	

15. That the timber limits referred to in the next preceding paragraph hereof have the following areas and are of the values respectively indicated, namely:—

In the
Superior Court
—
Exhibit D-125,
List of Lots
referred to
Paragraph 15 of
Plaintiff's
Supplementary
Declaration
(continued)

- | | | | |
|----|---|--|----------------------------------|
| | A. Adjacent to Mile-
age 12 and Farm
Point. | 877 acres freehold. | Formerly worth \$40.
an acre. |
| | B. Adjacent to Farm
Point | 200 acres freehold
bush farm. | Worth \$3,000. |
| 10 | C. Adjacent to Farm
Point | 5,120 acres under
timber lease from
the Crown. | |
| | D. Adjacent to Farm
Point | 520 acres under tim-
ber lease from priv-
ate individuals. | |

Total acreage of limits—6,717.

20. That, owing to the destruction of the Plaintiff's lumber business, the values of the timber limits as referred to in Paragraph 15 hereof have suffered and will suffer the following depreciation:—

- | | | | |
|----|--|---|--|
| 20 | A. Adjacent to Mile-
age 12 and Farm
Point | 877 acres freehold | Depreciated to the ex-
tent of \$25. an acre—
Loss—\$21,925. |
| | B. Adjacent to Farm
Point | 200 acres freehold
bush farm | Depreciated to the ex-
tent of \$10. an acre—
Loss—\$2,000. |
| 30 | C. Adjacent to Farm
Point | 5,120 acres under
timber lease from the
Crown | Depreciation to the ex-
tent of \$5. an care—
Loss—\$25,600. |
| | D. Adjacent to Farm
Point | 520 acres under tim-
ber lease from priv-
ate individuals | Depreciated to the ex-
tent of \$10. an acre—
Loss—\$5,200. |

Total depreciation—\$54,725.00

EXHIBIT D-126

DEED OF SALE, MRS. J. O'ROURKE TO F. T. CROSS,
JUNE 11, 1908

*In the
Superior Court*

Exhibit D-126.
Deed of Sale,
Mrs. J. O'Rourke
to F. T. Cross,
June 11th, 1908.

(SEAL)

BEFORE Me. N. TETREAU, the undersigned Notary Public
for the Province of Quebec, practising in the City of Hull, in the
10 District of Ottawa.

APPEARED:

DAME MARY ANN DALY, of the Township of Hull, in the
County of Wright, widow of the late John O'Rourke, in his life time
of the same place, farmer;

Who did sell, with warranty that the same is free and clear from
all claims and demands whatsoever, to FREEMAN THOMAS
20 CROSS, of the said Township of Hull, lumberer, hereto represented
by William Cross of the same place, his father, farmer, hereunto
present and accepting:—

The lots numbers nineteen "A" in the eleventh range and nine-
teen "B" in the twelfth range of the said Township of Hull, con-
taining each one hundred acres, more or less, according to the Official
Plan and Book of Reference of said Township, with the buildings
thereon erected.

30 The said purchaser will take possession of the hereby sold prop-
erty immediately.

The present SALE is so made in consideration of the sum of
eleven hundred and fifty dollars, paid cash of which a discharge is
hereby given.

And to these presents, CAME AND APPEARED: DAME
40 CATHERINE DALY, of the said City of Hull, wife of Joseph
Philion, of the same place, laborer, and by him hereto present duly
authorized to the effect hereof, and DAME SARAH DALY, of the
said City of Hull, wife of James Cummings, and by him hereto
present duly authorized to the effect hereof;

Which said parties do hereby ratify the present deed of sale
and do renounce all rights and claims that they have on the hereby
sold property.

*In the
Superior Court*
Exhibit D-126.
Deed of Sale,
Mrs. J. O'Rourke
to F. T. Cross,
June 11th, 1908.
(continued)

DONE at the said City of Hull, in the office of N. Tétreau, the subscribing Notary, on the eleventh day of the month of June, in the year of Our Lord one thousand nine hundred and eight, under the number twenty-six thousand two hundred and sixteen.

And the said James Cummings, Joseph Philion and William Cross signed, the other parties not being able to sign made their mark in the presence of Honoré Boulay, of Hull, copyist, who signed with me, these presents being first duly read in their presence.

10

(Signed): MARY ANN ^{her}X DALY
mark

("): JAMES CUMMINGS
her

("): SARAH X DALY
mark

20

("): CATHERINE ^{her}X DALY
mark

("): JOSEPH PHILION

("): H. BOULAY

("): WM. CROSS

("): N. TETREAU, N.P.

30 TRUE COPY of the original remaining in the office, of N. Tétreau, in his lifetime 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, assignee 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.

LOUIS BERTRAND, N.P.

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 nine o'clock and thirty minutes forenoon on the thirteenth day of the month of June, nineteen hundred and eight in Liber. B, Volume 15, and under number 13621.

Granted at Hull, this 18th March, 1932.

LS. de G. RABY, Registrar.

EXHIBIT D-127

DEED OF DONATION, WM. CROSS TO F. T. CROSS,
JUNE 23, 1921.

*In the
Superior Court*

Exhibit D-127.
Deed of Donation,
William Cross to
F. T. Cross,
June 23rd, 1921.

In the year one thousand nine hundred and twenty-one, the twenty-third day of June.

10 BEFORE Me. LOUIS BERTRAND, the undersigned Notary public for the Province of Quebec, practising in the City of Hull, in the District of Hull.

APPEARED:

WILLIAM CROSS, of the Township of Hull, said District, farmer;

20 Who did give with guarantee against all troubles and evictions, to FREEMAN T. CROSS, of the Township of Hull, lumber dealer, hereunto present and accepting, to wit:—

30 1o—All that piece of land known and described according to the Official Plan and Book of Reference for the Township of Hull, as lot eighteen "A" (18A) in the twelfth range of said Township of Hull, measuring one hundred acres more or less, save and except the mines and mining rights on said piece of land and all necessary and convenient rights and privileges thereto attached for exploring and working said mines and mining rights, the whole as mentioned in the deed of sale of said property from W. J. Conroy & al;

2o—All those pieces or parcels of land known and described according to said Official Plan and Book of Reference for said Township of Hull, as lots numbers twenty-two and twenty-three "A" (22-23A) both in the twelfth range of said Township of Hull, and containing three hundred acres of land more or less, save and except the mines and mining rights reserved and mentioned in the deed of sale of said lots from Gardner Church;

40 3o—All those pieces or parcels of land being composed of the lots numbers twenty-three "B" and twenty-four "B" (23B-24B) both in the twelfth range of said Township of Hull, containing two hundred acres in superficies, more or less, less however that portion of said lots sold to one James Lacharity by deed passed before N. Tétreau, N.P. the twenty-fourth day of May, A.D. one thousand eight hundred and eighty-two, to wit: twenty acres off said lot twenty-three "B" and three acres off said lot twenty-four "B".

*In the
Superior Court*

Exhibit D-127.
Deed of Donation,
William Cross to
F. T. Cross,
June 23rd, 1931.
(continued)

THIS DONATION is made without charge and condition.

DONE AND PASSED in the Township of Hull, in the residence of the donor, under the number twelve thousand five hundred and fifty-five.

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

10 (Signed): WM. CROSS
("): F. T. CROSS
("): LOUIS BERTRAND, N.P.

TRUE COPY of the original remaining in my office.

LOUIS BERTRAND, N.P.

(SEAL)

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

20

I certify that a first copy of this document was duly registered at length in this office at two o'clock afternoon on the twenty-ninth day of the month of June, nineteen hundred and twenty-one, in Liber. B, Volume 37, and under number 36963.

Granted at Hull, this 18th March, 1932.

LS. de G. RABY, Registrar.

30

EXHIBIT D-128

*In the
Superior Court*

Exhibit D-128.
Deed of Sale,
James Hammond
to F. T. Cross,
June 6th, 1927.

DEED OF SALE, JAMES HAMMOND TO F. T. CROSS,
JUNE 6, 1927

ON THIS sixth day of June of the year nineteen hundred and twenty-seven.

40 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. James Hammond of the city of Hull, ex-farmer.

WHO DOES HEREBY sell, assign, transfer, convey and make over with guarantee against all troubles and evictions, unto Mr.

*In the
Superior Court*

Deed of Sale,
Exhibit D-128.
James Hammond
to F. T. Cross,
June 6th, 1927.
(continued)

Freeman T. Cross lumberman of the township of Hull, present and accepting purchaser for himself and his assigns.

All that property known and designated as lot number nineteen "A" in the twelfth range of the township of Hull, containing one hundred acres of land more or less.

10 THE PRESENT SALE is made for the price or sum of one thousand dollars paid cash whereof full discharge and acquittance.

The vendor declares to be still widower of Mary Jane Beattley who has instituted him her universal legatee.

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

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

20 (Signed) F. T. CROSS
JAMES HAMMOND
F. ALBERT LABELLE, N.P.

TRUE COPY OF THE ORIGINAL REMAINING OF
RECORD IN MY OFFICE.

(Nineteen words barred null.)

F. ALBERT LABELLE, N.P.

30 (SEAL)

Stamped on margin 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 forenoon on the twenty-fourth day of the month of September, nineteen hundred and thirty-two, in Liber B, Volume 65, under number 66242.

Granted at Hull, this 27th September, 1932.

LS. de G. RABY,
Registrar.

*In the
Superior Court*

Exhibit D-129.
Deed of Sale,
Mrs. J. A. Murphy
to F. T. Cross,
Dec. 24th, 1928.

EXHIBIT D-129

DEED OF SALE, MRS. J. A. MURPHY TO F. T. CROSS,
DECEMBER 24, 1928

ON THIS twenty-fourth day of December of the year nineteen hundred and twenty-eight.

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

CAME AND APPEARED: Dame Elizabeth Ann Simpson,
widow of John A. Murphy, of the township of Templeton.

WHO DOES HEREBY sell, assign, transfer, convey and make
over with guarantee against all troubles and evictions, unto Free-
man T. Cross, of the township of Hull, lumberman, present and
accepting purchaser for himself and his assigns.

20 All that property known and designated as 10—The north half
of lot number two in the twelfth range in the township of Eardley,
containing one hundred acres of land, more or less, 20. The south
half of the west half of lot number one " b " in the said twelfth range
of the township of Eardley, containing fifty acres of land in super-
ficies, more or less, with all the buildings on said parcel of land.

THE PRESENT SALE is made for the price or sum of four
hundred dollars paid partly this day and partly before.

30 DONE and PASSED in my office, under number forty-nine
thousand one hundred and twenty-six of my repertory.

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

(Signed): MRS. JOHN A. MURPHY
("): FREEMAN T. CROSS
("): F. ALBERT LABELLE, N.P.

40 TRUE COPY OF THE ORIGINAL REMAINING OF
RECORD IN MY OFFICE.

(Seventeen words barred null.)

F. ALBERT LABELLE, N.P.

(SEAL)

Stamped on margin of Exhibit:

In the
Superior Court

Exhibit D-129.
Deed of Sale,
Mrs. J. A. Murphy
to F. T. Cross,
Dec. 24th, 1928.
(continued)

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

I certify that this document was duly registered at length in this office at one o'clock and thirty minutes afternoon on the eleventh day of the month of January, nineteen hundred and twenty-nine, in Liber B, Volume 57, and under number 57678.

LS. de G. RABY,
Registrar.

10 ON THIS twenty-third day of September of the year nineteen hundred and thirty-two.

Before Me. Henri DesRosiers, the undersigned Notary Public for the province of Quebec, residing and practising in the city of Hull, district of Hull,

Came and appeared: Miss Alisia Gaudry of the city of Hull, in the county of Hull, spinster,

20 Who by these presents doth notify the Registrar of the County of Hull, that the property described as the south-half of the west half of lot number one "B" in the twelfth range of the township of Eardley, in a deed of sale granted to Freeman T. Cross of the township of Hull by Dame Elizabeth Ann Simpson widow of John A. Murphy of the township of Templeton, before F. A. Labelle, Notary, on the twenty-fourth day of December nineteen hundred and twenty-eight, under number 49126 of his repertory, and registered in the Registry Office of the county of Hull, on the eleventh day of January nineteen hundred and twenty-nine, Lib. B. Vol-57, No. 57678, is properly described under the provisions of Article 2168 of
30 the Civil Code as follows:—The south half of the west half of lot number one (S. 1/2 of W. 1/2 of 1) in the twelfth range of the township of Eardley, according to the official plan and book of reference of said township of Eardley in the county of Hull.

And the said appearer doth give this notice under the requirements and for the purposes of said Article.

Done and passed in my office, under number five thousand nine hundred and forty-eight of my repertory.

40 And after due reading hereof the said appearer has signed with me, Notary.

(Signed) ALISIA GAUDRY
(") HENRI DESROSIERS, Notary.

TRUE COPY OF THE ORIGINAL REMAINING OF
RECORD IN MY OFFICE.

HENRI DESROSIERS, N.P.

(SEAL)

Stamped on margin of Exhibit:

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

*In the
Superior Court*

Exhibit D-129.
Deed of Sale,
Mrs. J. A. Murphy
to F. T. Cross,
Dec. 24th, 1928.
(continued)

I certify that a first copy of this document was duly registered at length in this office at three o'clock afternoon on the twenty-sixth day of the month of September, nineteen hundred and thirty-two, in Liber B, Volume 65, and under number 66251.

10 Granted at Hull, this 27th September, 1932.

Sale B57/57678.

LS. de G. RABY,
Registrar.

*In the
Superior Court*

Exhibit D-130.
Deed of Sale,
Martin Hendricks
to F. T. Cross,
July 20th, 1918.

EXHIBIT D-130

20 DEED OF SALE, MARTIN HENDRICKS TO F. T. CROSS,
 JULY 20, 1918

In the year one thousand nine hundred and eighteen, the twentieth day of July.

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

30 APPEARED:—

MARTIN HENDRICKS, of the Township of Hull, said district, farmer;

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, said District, lumber dealer, hereunto present and accepting, to wit:—

40 10.—The north half of the North half of lot number twenty-seven (N.½ of N.½ 27) in the fourteenth range of the Township of Hull, containing fifty acres in superficies, more or less, and bounded as follows:—

North by the lands in the fifteenth range; East by said lot twenty-six "A"; West by lot twenty-eight "A" and South by the remainder of said lot twenty-seven.

*In the
Superior Court*
Exhibit D-130.
Deed of Sale,
Martin Hendricks
to F. T. Cross,
July 20th, 1918.
(continued)

20.—All that piece of land being composed of the north part of lot twenty-eight "B" in the fifteenth range of said Township of Hull, whatever may be the contents thereof, and bounded as follows:—

North by lot twenty-eight "A"; South by the south fifty acres of said lot twenty-eight "B", East by lot twenty-seven "B" in said fifteenth range of said Township, and West by the lands in the Township of Eardley.

10 The present sale is so made in consideration of the sum of nine hundred dollars, paid cash, of which a discharge is hereby given.

DONE AT THE SAID CITY OF HULL, in the office of the subscribing Notary, under number nine thousand two hundred and thirty-one.

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

20 (Signed) MARTIN HENDRICKS,
(") F. T. CROSS,
(") LOUIS BERTRAND, N.P.

TRUE COPY of the original remaining in my office.

(Signed) LOUIS BERTRAND, N.P.

30 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 three o'clock in the afternoon on the second day of August in the year one thousand nine hundred and eighteen in Liber B, vol. 30, under number 30052.

Witness my hand at the Registry Office of the County aforesaid in the City of Hull, said County and Province, on the twenty-third day of the month of September, nineteen hundred and thirty-two.

40 LS. de G. RABY, Registrar.

EXHIBIT D-131

In the Superior Court

Exhibit D-131. Certificate Relating to Forest Concession No. 58, Township of Wakefield, with License and Receipts.

CERTIFICATE RELATING TO FOREST CONCESSION NUMBER 58, TOWNSHIP OF WAKEFIELD, WITH LICENSE AND RECEIPTS

CERTIFICATE RELATING TO FOREST CONCESSION Number 58, Township of Wakefield.

10 License to Forest Concession Number fifty-eight, Township of Wakefield, was transferred by the Royal Trust Company on August 15th, 1913, to Mr. Freeman T. Cross and the license was first renewed in the name of the said Mr. Freeman T. Cross for the season 1917-18. Since that date the concession has always stood in his name although in several years the license was not renewed, as appears from the following statement:—

Season	Date of Payment of Ground Rent	License Renewed
20 1917-1918	July 2nd, 1917	Renewed
1918-1919	July 8th, 1918	Renewed
1919-1920	June, 1920	
1920-1921	August 26th, 1921	
1921-1922	August 18th, 1922	
1922-1923	April 16th, 1923	
1923/24 to 1927/28	February 28th, 1928	Renewed for 1927/28
1928-1929	March 13th, 1929	Renewed
1929-1930	December 2nd, 1929	Renewed
1930-1931	Not yet paid	Not Renewed
1931-1932	Not yet paid	Not Renewed

30 List of lots which would have been mentioned in license for 1926/27 should same had been renewed for that season, viz:—

TOWNSHIP OF WAKEFIELD.

1st RANGE—South half of lot ten, all lot eleven, Northeast half of lot thirteen, Northeast half, West half of lot twenty-one (S.1/2 lot 10, lot 11, N.E.1/2 lot 13, N.E.1/2 & W.1/2 lot 21).

40 2nd RANGE—South half of lot ten, South half of lot eleven, part of lot twelve, North half of lot thirteen, Northwest part of lot twenty-five (S.1/2 lot 10, S.1/2 lot 11, lot 12, N.1/2 lot 13, N.W. pt. lot 25).

3rd RANGE—North half of lot thirteen (N.1/2 lot 13).

4th RANGE—South half of lot ten, South half of lot eleven, South half of lot thirteen, South three-quarters of lot fourteen, all lot

*In the
Superior Court*
Exhibit D-131.
Certificate
Relating to Forest
Concession No. 58,
Township of
Wakefield, with
License and
Receipts.
(continued)

fifteen, West of half North of lot sixteen (S.1/2 lot 10, S.1/2 lot 11, S.1/2 lot 13, S.3/4 lot 14, lot 15, W.1/2N. lot 16).

5th RANGE—South half of lot thirteen, North half of lot twenty-four, North half of lot twenty-five, North half of lot twenty-three, South half of lot twenty-eight (S.1/2 lot 13, N.1/2 lot 24, N.1/2 lot 25, N.1/2 lot 23, S.1/2 lot 28).

10 6th RANGE—Residue of lot twelve, all lots fourteen, fifteen and sixteen, South half of lot seventeen, lots eighteen and twenty-six (Res. lot 12, lots 14, 15 and 16, S.1/2 lot 17, lots 18 and 26).

7th RANGE—North half of lot ten, North one-quarter of lot eleven, residue of lot twelve, lots thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, South half of lot twenty, West half of lot twenty-six, North half of lot twenty-one (N.1/2 lot 10, N.1/2 lot 11, res. lot 12, lots 13, 14, 15, 16, 17, 18, 19, S.1/2 lot 20, W.1/2 lot 26, N.1/2 lot 21).

20 Should all the arrears be paid to this Department, all the above mentioned lots will remain under license for season 1931-32, with the exception of the south half of lot 28, 5th range, which must be withdrawn.

“ All arrears of ground rent and interest from 1923/24 to 1927/28 incl. were paid on February 28th, 1928, and the license was then renewed for season 1927/28 in the name of F. T. Cross.”

30 Department of Lands & Forests,
Quebec, April 1st, 1932.

F.-X. LEMIEUX,
Deputy Minister.

LICENSE

(Insignia of Department of Lands and Forests)

40 BY VIRTUE of the authority vested in me by the Revised Statutes of the Province of Quebec, 1925 and amendments thereto and the regulations, and in consideration of the payments made or to be made to His Majesty: I hereby authorize F. T. Cross, their agents and employees, to cut timber on the territory hereunder described and to hold and occupy the said territory to the exclusion of all others for such purposes, except as hereinafter mentioned, from the first of May, 1931, to thirtieth of April, 1932, with the right to transport the said timber across the unoccupied or waste lands of the Crown; and by virtue of such license, the said licensee has the right to all timber

*In the
Superior Court*
Exhibit D-131.
Certificate
Relating to Forest
Concession No. 58,
Township of
Wakefield, with
License and
Receipts.
(continued)

cut during the term of this license by others having no right to the land hereby assigned, with the power to seize and take possession of the same wherever it may be in the Province of Quebec.

But the license is also subject to the following conditions, viz:

The ground rent for the renewal of this license must be paid on or before the first of September.

- 10 Affidavits stating the quantity and description of the timber cut under this license and other particulars in conformity with the forms supplied by the Honourable Minister must be deposited in his office before the thirtieth of June next, or before the drive in certain cases.

Clearances must be obtained for all timber cut before it leaves the limits and, in order that the timber cut on private lands may be exempt from dues, affidavits must be filed in this office showing on what lots such timber was cut and the quantity cut on each lot.

- 20 The licensee is bound, on paying the ground rent for the renewal of this license to declare under oath whether he is still the bona-fide proprietor of the limit described herein or whether he has sold or transferred it, wholly or partly, and for whom he holds it.

All persons authorized by the Minister of Lands and Forests may at any time make roads and use the same for travelling on the land hereby leased.

- 30 Any person settling under lawful title within the present limit shall not be molested in any way in his clearing or farming operations by the licensee or his representatives; and the timber cut by him in his clearing operations in conformity with the location ticket shall belong to him.

Finally the said licensee or his representatives shall comply with the law and with all regulations established or which may be enacted in the future.

- 40 Description of the Limit No. 58, Township of Wakefield:
- 1st range, lots S.1/2 10, lot 11, N.1/2 13, N.1/2 of W.1/2 of lot 21.
- 2nd range, lots S.1/2 10, S.1/2 11, pt. 12, N.1/2 13, N.W. pt. 25.
- 3rd range, lots N.1/2 13.

*In the
Superior Court*
Exhibit D-131.
Certificate
Relating to Forest
Concession No. 58,
Township of
Wakefield, with
License and
Receipts.
(continued)

4th range, lots S.1/2 10, S.1/2 11, S.1/2 13, S.3/4 14, lot 15, W.pt. of N.1/2 16.

5th range, lots S.1/2 13, N.1/2 23, N.1/2 24, N.1/2 25.

6th range, lots res. 12, lots 14, 15, 16, S.1/2 17, lots 18 and 26.

10 7th range, lots N.1/2 10, N.1/4 11, res. 12, lots 13 to 19 incl., S.1/2 20, N.1/2 21, W.1/2 26.

Area:—8 square miles, more or less.

Pledged to the Bank of Montreal per instrument dated February 4th, 1930.

Signed in duplicate at Quebec, this 7th day of April, in the year of Our Lord one thousand nine hundred and thirty-two.

20 Ground rent \$24.00.

F.-X. LEMIEUX,
Deputy Minister.

\$25.04

L. 9202/32

No. 16301

30 DEPARTMENT OF LANDS AND FORESTS

Quebec, 8th April, 1932.

Sir,

I have the honour to acknowledge receipt of your letter dated 7th instant and received on this day containing an amount for the sum of twenty-five 04/100 Dollars re: ground rent for 1931-32 \$24.00 and interest for same \$1.04

40 I have the honour to be, Sir, your obedient servant,

T. GIROUX,
Accountant.

Mr. F. T. Cross,
c/o Mr. J. O. Helie, F.E.,
Hull, P.Q.

*In the
Superior Court*

\$71.27

L. 9203/32

No. 16302

Exhibit D-131.
Certificate
Relating to Forest
Concession No. 58,
Township of
Wakefield, with
License and
Receipts.
(continued)

DEPARTMENT OF LANDS AND FORESTS

Quebec, 8th April, 1932.

Sir,

I have the honour to acknowledge receipt of your letter dated
10 7th instant and received on this day containing an amount for the
sum of seventy-one 27/100 Dollars re: ground rent for 1930-31 \$64.00
and interest for same \$7.27

I have the honour to be, Sir, your obedient servant,

T. GIROUX,
Accountant.

Mr. F. T. Cross,
c/o Mr. J. O. Helie, F.E.,
20 Hull, P.Q.

\$284.27

L. 9204/32

No. 16303

DEPARTMENT OF LANDS AND FORESTS

30

Quebec, 8th April, 1932.

Sir,

I have the honour to acknowledge receipt of your letter dated
7th instant and received on this day containing an amount for the
sum of two hundred and eighty-four 27/100 Dollars re: timber dues
for 1929-30 \$262.64 and interest for
same \$21.63

40 I have the honour to be, Sir, your obedient servant,

T. GIROUX,
Accountant.

Mr. F. T. Cross,
c/o Mr. J. O. Helie, F.E.,
Hull, P.Q.

*In the
Superior Court*

Exhibit D-132.
Deed of Donation,
William Cross to
Wyman E. Cross,
June 27th, 1921.

EXHIBIT D-132

DEED OF DONATION, WM. CROSS TO WYMAN E. CROSS,
JUNE 27, 1921.

In the year one thousand nine hundred and twenty-one, the
twenty-seventh day of June.

10 BEFORE ME. LOUIS BERTRAND, the undersigned Notary
Public for the Province of Quebec, practising in the City of Hull,
in the District of Hull;

APPEARED:

WILLIAM CROSS, of the Township of Hull, said District
farmer;

20 Who did give with warranty that the same is free and clear
from all claims and demands whatsoever, to WYMAN E. CROSS, of
the Township of Hull, said District, farmer, hereunto present and
accepting, to wit:

10—All that lot or parcel of land being known and described
according to the Official Plan and Book of Reference of the Town-
ship of Hull as lot twenty-five B (25b) in the thirteenth range of said
Township of Hull, containing one hundred acres of land, more or
less;

30 20—The South half of lot twenty-four in the thirteenth range
of said Township of Hull, containing one hundred acres of land more
or less, now known according to the Official Plan and Book of Refer-
ence for said Township of Hull as lot twenty-four (24) in said thir-
teenth range of said Township.

30—All that lot or parcel of land known according to the said
Official Plan and Book of Reference for said Township of Hull as
lot twenty-four A (24a) in the twelfth range of said Township of
Hull, save and except the mines and mining rights on said lot
40 reserved in the deed of sale granted by Gardner Church.

40—All that lot or parcel of land known and described as the
West half of lot twenty-one B (W. 1/2 21b) in the thirteenth range
of said Township of Hull, containing fifty acres of land in super-
ficies, more or less.

This donation is made without any charge or condition.

*In the
Superior Court*
Exhibit D-132.
Deed of Donation,
William Cross to
Wyman E. Cross,
June 27th, 1921.
(continued)

DONE AND PASSED at the said Township of Hull, in the residence of the donor under the number twelve thousand five hundred and sixty-seven.

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

10 (Signed): WM. CROSS
("): WYMAN E. CROSS
("): LOUIS BERTRAND, N.P.

TRUE COPY of the original remaining in my office.

LOUIS BERTRAND, N.P.

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

20 I certify that this document was duly registered at length in this Office at eleven o'clock forenoon on the thirtieth day of the month of June, nineteen hundred and twenty-one in Liber. B. Volume 37, and under number 36970.

LS. de G. RABY, Registrar.

*In the
Superior Court*

Exhibit D-133.
Declaration by
F. T. Cross and
Wyman E. Cross,
March 19th, 1932.

EXHIBIT D-133

30 (SEAL) DECLARATION BY F. T. CROSS AND WYMAN E. CROSS,
MARCH 19, 1932.

In the year one thousand nine hundred and thirty-two, the nineteenth day of March.

BEFORE Mtre. 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:—

40 FREEMAN T. CROSS, of the Township of Hull, said District, lumberman, and WYMAN CROSS, of the said Township of Hull, farmer;

WHO HAVE DECLARED AS FOLLOWS:

That by deed of Donation passed before the undersigned Notary, the twenty-seventh day of June, A.D. one thousand nine

*In the
Superior Court*
Exhibit D-133.
Declaration by
F. T. Cross and
Wyman E. Cross,
March 19th, 1932.
(continued)

hundred and twenty-one, and duly registered in the Registry Office for the County of Hull, the thirtieth day of June, 1921, Lib. Vol. 37, No. 36970, William Cross, the father of the declarants gave to the said Wyman Cross, four certain properties as set out and described in the said Deed of Donation, that is to say:—

10 1o—All that lot or parcel of land being known and described according to the Official Plan and Book of Reference for the Township of Hull, as lot twenty-five “ B ” (25B) in the thirteenth range of said Township of Hull, containing one hundred acres of land, more or less;

2o—The South half of lot twenty-four in the thirteenth range of said Township of Hull, containing one hundred acres of land more or less, now known according to the Official Plan and Book of Reference for said Township of Hull, as lot twenty-four (24) in said thirteenth range of said Township of Hull;

20 3o—All that lot or parcel of land known and described according to the Official Plan and Book of Reference for said Township of Hull, as lot twenty-four “ A ” (24A) in the twelfth range of said Township of Hull, save and except the mines and mining rights on said lot reserved in the deed of sale granted by Gardner Church; and containing one hundred acres of land in superficies;

30 4o—All that lot or parcel of land known and described as the West half of lot twenty-one “ B ” (W. 1/2 21B) in the thirteenth range of said Township of Hull, containing fifty acres of land in superficies, more or less;

40 That it was agreed and understood between the declarants and their father at the time of execution of the said deed of Donation, that the said Wyman Cross would cut the timber on the said properties and sell it to the said F. T. Cross, at the rate of five dollars (\$5.00) per one thousand feet (1,000') stumpage and the actual cost of cutting, or that upon the said Wyman Cross giving notice to the said F. T. Cross, the latter would be obliged to cut and remove the timber on the said property at his own expense and on payment of the said stumpage of five (\$5.00) dollars per one thousand feet (1,000') within a year from the date of such notice.

That further more, the said F. T. Cross was to have the right at any time to obtain all or any of the said timber, the said Wyman Cross to have the option of himself having the cutting done.

The declarants by these presents, recognize the said agreement and declare themselves bound thereby.

*In the
Superior Court*
Exhibit D-133.
Declaration by
F. T. Cross and
Wyman E. Cross,
March 19th, 1932.
(continued)

The additional properties to make up the total of five hundred and twenty (520) acres came under the same agreement and are described as follows:—

10 1o—Lot number twenty-six “A” (26A) in the thirteenth range of said Township of Hull, as known according to the Official Plan and Book of Reference for said Township of Hull, containing one hundred acres of land in superficies, more or less, and bought by said Wyman Cross from R. H. Gordon, by deed before the undersigned Notary, the 7th February, 1922, and duly registered under No. 38618, Lib. B., Vol. 38;

20 2o—Lot number twenty-five “B” (25B) in the fourteenth range of said Township of Hull, as known and described according to the Official Plan and Book of Reference for said Township, from which seventy acres more or less, are in bush; the said lot was acquired by said Wyman Cross from his father by deed of donation passed before the undersigned Notary, the eighteenth day of April, nineteen hundred and thirteen, and only registered in the Hull County Registry Office, the sixteenth day of May, 1913, Lib. B., Vol. 22, No. 21406.

DONE AND PASSED at the said City of Hull, in my office, under number twenty thousand six hundred and eleven of my minutes.

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

30 (Signed): WYMAN CROSS
(“): F. T. CROSS
(“): LOUIS BERTRAND, N.P.

TRUE COPY of the original remaining in my office.

LOUIS BERTRAND, N.P.

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 thirty minutes forenoon, on the twenty-first day of the month of March, nineteen hundred and thirty-two in Liber. B, Volume 64, and under number 65247.

LS. de G. RABY, Registrar.

*In the
Superior Court*

Exhibit D-134.
Statement of
Trips Made
to Montreal, by
F. T. Cross.

EXHIBIT D-134

STATEMENT OF TRIPS MADE TO MONTREAL
BY F. T. CROSS

FREEMAN T. CROSS vs GATINEAU POWER COMPANY

DAYS SPENT IN MONTREAL BY FREEMAN T. CROSS—
RAILROAD, HOTEL EXPENSES, ETC.

10

1930	November 6-26	December 15-16-29-31
1931	January 7-8	February 2-20 April 9
	May 6-29	June 1 July 22
	September 8-9-20-21-22-23-24-25-28	
	October 6	November 4-5-6-9-10-11-12-13
	December 7	
1932	January 7-8-11-12-13-14-15	

20

TOTAL 41 days

Out of the above 20 days and nights were necessarily spent in Montreal.

21 day trips, Ry. fare \$8.35 plus extras and meals-\$15.00—\$315.00.

30

20 board and lodging at Montreal, room \$5.00, Meals, etc., \$7.00-\$12.00—\$240.00.

DAYS SPENT IN QUEBEC BY FREEMAN T. CROSS

1932 February 8-9-10-11-12-15-16-17-18-19

TOTAL 10 days

40

4 Railroad trips to Quebec at \$30.00—\$120.00

EXHIBIT D-135

STATEMENT OF INCOME TAX PAID BY F. T. CROSS
1917-1927

*In the
Superior Court*
Exhibit D-135
Statement of
Income Tax paid
by F. T. Cross,
1917-1927.

	YEAR	TAX	INT.	PEN.	TOTAL
	1917	\$ 159.87	\$ 11.65	NIL	\$ 171.52
	1919	\$ 1,741.87	\$ 179.88	NIL	\$ 1,921.75
	1920	\$ 2,895.46	\$ 1,373.90	12.29	\$ 3,281.65
10	1921	\$ 6,913.40	\$ 3,404.76	NIL	\$ 10,318.16
	1925	\$ 255.00	\$ 53.61	NIL	\$ 308.61
	1926	\$ 229.50	\$ 55.09	11.48	\$ 296.07
	1927	\$ 204.00	\$ 18.41	10.20	\$ 232.61

Freeman Cross - - Farm Point, Que.
Income Tax for years specified.

FDG/YL

EXHIBIT D-136

LETTER FROM A. M. MILNE TO W. L. SCOTT, K.C., RE F. T.
CROSS' INCOME, YEARS 1917-1928, MARCH 18, 1932

March 18th, 1932.

W. L. Scott, Esq., K.C.,
c/o Ewart, Scott, Kelley & Kelley,
Barristers, Etc.,
14 Metcalfe Street,
OTTAWA, Ontario.

30

Re: Cross versus Gatineau Power

Dear Mr. Scott:—

The following is a list of amounts on which Mr. Cross paid Dominion Government Income Tax for the years 1917 to 1928 inclusive:—

	1917	\$ 6,664.55
	1918	None
	1919	18,030.80
	1920	23,796.77
40	1921	41,148.86
	1922	None
	1923	None
	1924	None
	1925	10,000.00
	1926	10,000.00
	1927	10,000.00
	1928	None

*In the
Superior Court*
Exhibit D-136.
Letter from
A. M. Milne to
W. L. Scott, K.C.,
re F. T. Cross'
Income, Years
1917-1928.
March 18th, 1932.

*In the
Superior Court*
Exhibit D-136.
Letter from
A. M. Milne to
W. L. Scott, K.C.,
re F. T. Cross'
Income, Years
1917-1928.
March 18th, 1932.
(continued)

The years 1929, 1930 and 1931 have not been assessed but are not taxable.

For your additional information I would advise you that for the three years, 1925, 26 and 27, there was some difficulty in arriving at the amount of Profit for each year, but a compromise was finally reached with the Department whereby they assessed Mr. Cross for the sum of ten thousand dollars, (\$10,000.00), in each year.

10 Before arriving at these amounts Depreciation on Fixed Assets was allowed as follows:—

1925	\$ 7,055.00
1926	7,075.00
1927	7,155.00

20 In the years 1926 and 1927 Mr. Cross had non operating income which totalled twenty seven thousand five hundred dollars (\$27,500.00). Mr. Cross has explained to me that this was for services rendered in connection with certain work that he had done in earlier years for the Canadian Pacific Railway.

I will discuss with you the other points contained in your letter and may be able to give you some further information.

Yours very truly,

Of Milne, Steele & Co.

30 AMM*LR

*In the
Superior Court*
Exhibit D-137.
Statement of
Assets and
Liabilities of
F. T. Cross as at
Oct. 31st, 1921.

EXHIBIT D-137

STATEMENT OF ASSETS AND LIABILITIES OF F. T. CROSS
AS AT OCTOBER 31, 1921

FREEMAN T. CROSS

40 STATEMENT OF ASSETS AND LIABILITIES
OCTOBER 31, 1921

AUDITOR'S REPORT

I have made an inspection of the properties, mills and lumber of Mr. F. T. Cross at Farm Point, Alcove, Low, Kirks Ferry, Cascades and Chelsea, and have seen registered deeds of the property at all these places except Low.

*In the
Superior Court*
Exhibit D-137.
Statement of
Assets and
Liabilities of
F T. Cross as at
Oct. 31st, 1921.
(continued)

The lumber piled at these points I have estimated at one and one-quarter million feet, which at an average price of \$35 per thousand feet amounts to a total value of \$39,375.

The timber license on 8 square miles at St. Pierre de Wakefield transferred from the Royal Trust Company is still held by Mr. Cross, no timber having been removed.

10 The values of property, plant, equipment, sawmills, roads, horses, wagons and sleighs, logs and pulp wood at Venosta, Low, Stag Creek and Pickonock have been furnished by the bookkeeper, Mr. Perry.

The lists of Accounts Receivable and Accounts Payable attached have also been furnished and vouched for by the bookkeeper, Mr. Perry.

20 The Water Powers are valued by Mr. Cross and the one at Paugan Falls is the actual balance due upon the completion of an agreement of transfer of certain lots adjacent to the Falls.

The Total value of Assets	\$406,119.81
The total amount of Liabilities	82,376.18
Surplus	\$323,743.63
Amount of Fire Insurance, Buildings	\$ 11,000.00
" " " " Lumber	15,000.00
30 " " " " Houses	15,450.00
" " Life Insurance, Ont. Mutual	12,000.00
" " Loan Dominion Bank	10,000.00

I am of opinion that fair valuations have been placed on the various assets. No allowance, however, has been made for depreciation on plant and buildings.

GEO. L. BLATCH
Chartered Accountant.

40 OTTAWA, Nov. 25th, 1921.

STATEMENT OF LIABILITIES

FREEMAN T. CROSS

Oct. 31st, 1921.

In the
Superior Court
Exhibit D-137.
Statement of
Assets and
Liabilities of
F. T. Cross as at
Oct. 31st, 1921.
(continued)

		<i>Accounts Payable, open.</i>	
	Louis Barrett	\$	100.00
	Jas. Berrigan		300.00
10	Ned Barry		245.80
	J. C. Cameron		2,000.00
	Mr. Cafferty		1,400.00
	Dan Carrol		184.42
	Mick Collins		282.00
	Herb Ellard		345.00
	Thomas Daley		200.00
	John Doherty		300.00
	Thomas Grace		386.25
	John Dunlop		400.00
20	J. Henri		119.60
	Mick Gleason		300.00
	George Foster		669.50
	Wm. Groves		340.83
	Russell O'Hara		100.00
	David Hefferon		200.00
	R. A. Stewart		1,898.00
	Harry Lepage		200.00
	Mick Heinrick		6,000.00
	Jack Heindrick		1,675.00
30	Robt. Pritchard		1,000.00
	W. N. Mitchell		44.94
	Thos. Labrick		8.16
	R. & G. Pritchard		613.00
	Edmund Pritchard		244.00
	Yankee Jim Mahoney		100.00
	Mrs. Sam McClinton		400.00
	B. McKale		500.00
	Hance McKittrick		100.00
	Chas. Marlow		260.00
40	Tom McClinton		52.27
	John McClinton		189.88
	James Nesbitt		1,000.00
	Fred Maxwell		200.00
	L. McEwey		195.00
	Chas. Maxwell		372.13
	D. Mahoney (Lake)		103.75
	Eldred Maxwell		200.00

*In the
Superior Court*
Exhibit D-137.
Statement of
Assets and
Liabilities of
F. T. Cross as at
Oct. 31st, 1921.
(continued)

	Sam Marks	\$	430.00
	Jas. Reilly		100.00
	Levi Reid		400.00
	Alfred Pierre		181.47
	James Stanger		1,500.00
	Arthur Radant		228.50
	Eli Scharf		102.51
	John Thayer		82.50
	Finlay Stevenson		200.00
10	Wm. Taggart		500.00
	Gordon Wells		221.67
	Chas. Woods		256.00
	R. N. Sully		300.00
	L. J. Major		425.00
	Hugh Carson		400.00
	J. M. Garland		250.00
	Thos. Lawson		300.00
	Fraser Co.		300.00
	General Electric		150.00
20	Imperial Oil Co.		50.00
	St. Germain & Fraas		400.00
	Arthur McArthur		125.00
	Chilcott & Beckwell		49.00
	T. Cooper		645.00
	Derby Scharf & Sundries		1,000.00
		\$	31,826.18
	<i>Accounts Payable, notes.</i>		
30	John Barton	\$	4,000.00
	Jack Kearns		1,900.00
	Thos. Birkett, Ltd.		3,000.00
	Castle Co. Ltd.		1,600.00
	Dwyer, W. H.		1,000.00
	R. Stewart		700.00
	Mr. McLaughlin		200.00
	Osias Diotte		1,500.00
	Richard Moore		20,000.00
	Fred Moore		500.00
40	Stephen Cross		2,500.00
	W. Dougherty		500.00
	Sandy Morrison		1,000.00
	A. MacLarens		1,000.00
	Tom Fields		250.00
	W. R. Irwin		900.00
		\$	40,550.00

*In the
Superior Court*
Exhibit D-137.
Statement of
Assets and
Liabilities of
F. T. Cross as at
Oct. 31st, 1921.
(continued)

SUMMARY

	Dominion Bank, loan	\$ 10,000.00
	Accounts Payable, open	31,826.18
	" " notes	40,550.00
		<hr/>
		\$ 82,376.18
	Notes under discount, Dominion Bank	4,379.13
10	Properties in Red Deer and Edmonton, Al- berta, in the name of Mrs. M. E. Cross, valued at	1,150.00

STATEMENT OF ASSETS AND LIABILITIES

FREEMAN T. CROSS

Oct. 31st, 1921.

Real Estate and Fixed Assets.

20	Farm Point		
	Pt. Lot 23 B, 16 R. Hull Township, 6 acres with 2 cottages	\$ 2,000.00	
	Lot 24 C, 16 R. Hull Township, M. E. Cross:		
	Summer Residence	2,000.00	
	Winter Residence	4,000.00	
	Workman's Cottage	1,000.00	
30	Pt. Lot 25 A, 16 R. Hull Township	1,000.00	
	26 Workmen's Cottages	15,600.00	
	50 acres land at \$40	2,000.00	
	Water Power and Dam	12,000.00	
	Saw Mill	4,000.00	
	Electric Plant and Power House	25,000.00	
		<hr/>	\$ 68,600.00
	Chelsea		
	Saw Mill	\$ 2,000.00	2,000.00
40	Kirk's Ferry		
	Lot 16 B, 13 R. and house	1,500.00	1,500.00
	Cascades		
	Boarding House	4,500.00	
	Lots 18 A, 19 B, 22 A, 23 A, 23 B, 24 B, Range 12, 19 A, Range 11, 600 acres	15,000.00	
		<hr/>	19,500.00

*In the
Superior Court*
Exhibit D-137.
Statement of
Assets and
Liabilities of
F. T. Cross as at
Oct. 31st, 1921.
(continued)

	Meach Lake		
	Lots 23 B, 24 B, 16 R, 200 acres	\$ 1,000.00	1,000.00
	Alcove		
	Electric Mill and 5 acres	6,500.00	6,500.00
	Low		
10	1,300 acres land at \$15	19,500.00	
	Barton Farm, bot. 1920	7,000.00	
	Steam Mill, Buildings, equipment and ten acres	7,000.00	
		<hr/>	33,500.00
	Pickonock		
	Dwelling house frame	\$ 1,500.00	
	3 shanties and equipment	2,100.00	
	Steam Mill knocked down	5,000.00	
20	Investment in Roads, dams, etc., after deducting 1/7 actual cost for depre- ciation first year	32,100.00	
		<hr/>	40,700.00
	Water Powers		
	Cascades	\$ 5,000.00	
	Quyon	3,000.00	
	Paugan Falls	65,000.00	
		<hr/>	73,000.00
30	Total Real Estate, &c.		\$246,300.00
	<i>Mercantile Assets.</i>		
	St. Pierre de Wakefield, lumber license, 8 sq. mls.		\$ 15,000.00
	Low Township, limit 13 sq. miles, est.		3,000.00
	Pickonock, logs est. 20,000 at \$30 per M. Ft.		24,000.00
	Venosta and Stag Creek, logs in bush, est.		8,000.00
	Farm Point, dead logs in Creek, est.		4,000.00
40	Stag Creek, 700 cords pulpwood at \$10		7,000.00
	Lumber sawn and piled, 1,125,000 ft. at \$35		39,375.00
	Chelsea, Lumber	280 M.	
	Farm Point, Lumber	480 M.	
	Alcove, Lumber	135 M.	
	Low, Lumber and Ties	230 M.	
		<hr/>	1125 M.

*In the
Superior Court*
Exhibit D-137.
Statement of
Assets and
Liabilities of
F. T. Cross as at
Oct. 31st, 1921.
(continued)

	Horses, Wagons and Sleighs		3,700.00
	4 horses	\$	500.00
	Wagons and Express		500.00
	45 prs. hauling sleigh		2,700.00
			<u>51,031.98</u>
	Accounts Receivable		
	Lumber Accts.	\$	12,060.00
	Light Accts.		700.00
10	Owens Lumber Co. Ltd.		30,000.00
	Advances 1921-22 a/c		1,495.00
	Collateral, Dom. Bk.		6,776.98
			<u>\$155,106.98</u>

GENERAL STATEMENT

	Dominion Bank balance Nov. 4th	\$	4,712.83
	Mercantile Assets		155,106.98
	Real Estate and Fixed Assets		246,300.00
20	Total Assets, Oct. 31/21		<u>\$406,119.81</u>
	Total Liabilities, Oct. 31/21		<u>82,376.18</u>
	Surplus		<u>\$323,743.63</u>

GEO. L. BLATCH
Chartered Accountant.

OTTAWA, Nov. 25th, 1921.

*In the
Superior Court*
Exhibit D-138
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Oct. 31, 1922.

30 EXHIBIT D-138
**STATEMENT OF ASSETS AND LIABILITIES OF
F. T. CROSS, AS AT OCT. 31, 1922**
FREEMAN T. CROSS

ANNUAL STATEMENT AS AT OCTOBER 31st, 1922

MERCANTILE ASSETS.

	LIMITS:		
40	St. Pierre de Wakefield, timber license, 8 square miles. \$	15,000.00	
	Low Township, limit, 13 sq. miles, est.	3,000.00	\$ 18,000.00
	LOGS:		
	Pickonock, logs, est. 18,000 @ \$1.00	18,000.00	
	Venosta and Stag Creek, logs, est. 3,000 @ \$1.00	3,000.00	
	Farm Point, logs, est. 3,500 @ \$1.00	3,500.00	
	Low, logs, est. 1,500 @ \$1.00	1,500.00	
	Alcove, logs, est. 4,000 @ \$1.00	4,000.00	
			<u>30,000.00</u>

*In the
Superior Court*

Exhibit D-138
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Oct. 31, 1922.
(continued)

	PULPWOOD:		
	Stag Creek, pulpwood, 700 cords: \$10.00.....	\$ 7,000.00	\$ 7,000.00
	LUMBER:		
	Farm Point, 550 M. ft. @ \$30.00.....	16,500.00	
	Alcove, 50 M. ft. @ \$30.00.....	1,500.00	
	Low, 125 M. ft. @ \$30.00.....	3,750.00	21,750.00
	PERRAS SIDING:		
	Lumber, 25,119 ft. @ \$20. per M.....	5,023.80	
	Slabs, 628 cords @ \$2.50.....	1,570.00	
10	Laths, 148 M. @ \$5.00.....	740.00	
	Pine Logs, 12,000 @ 75c. each.....	9,000.00	
	Hemlock logs, 4,000 @ 75c. each.....	3,000.00	19,333.80
	Horses, wagons and sleighs.....	3,000.00	3,000.00
	ACCOUNTS AND BILLS RECEIVABLE:		
	Lumber Accounts.....	14,350.00	
	Electric Light Accounts.....	2,000.00	
	Cottages Rent of Meters.....	900.00	
	Miscellaneous.....	600.00	
	Collateral notes, Dominion Bank.....	7,201.68	
20	Bills Receivable on hand.....	7,039.82	
		<hr/>	
		32,091.50	
	Less 10% depreciation reserve.....	3,209.15	28,882.35
	Cash on Hand.....	200.00	200.00
	Total Mercantile Assets.....		<hr/> <u>\$128,166.15</u>
	NOTE—Notes in Dominion Bank under discount—\$6,299.37.		
	LIABILITIES:		
	Dominion Bank, current A/c.....	859.93	
30	Less Sales Account.....	110.19	
		<hr/>	
		749.74	
	Dominion Bank—Loan Account.....	2,500.00	
	Mortgage Payable.....	5,500.00	
	Accounts Payable.....	10,705.17	
	Bills Payable.....	35,100.00	
	Total Liabilities.....		<hr/> <u>\$54,554.91</u>
	GENERAL STATEMENT:		
	Real Estate and Fixed Assets.....	243,100.00	
40	Mercantile Assets.....	128,166.15	
	Total Assets.....	<hr/> 371,266.15	
	Liabilities.....	54,554.91	
	Surplus, Oct. 31, 1922.....	316,711.24	
	Surplus, Oct. 31, 1921.....	323,743.63	
	Net Loss year ending Oct. 31, 1922.....		<hr/> <u>\$7,032.39</u>

*In the
Superior Court*
Exhibit D-138
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Oct. 31, 1922.
(continued)

The above statement has been prepared by following the one made up by us last year, adding new assets, allowing depreciation on buildings, plant, furniture and book debts and re-adjusting the accounts, bills receivable, bills payable and other liabilities as at October 31, 1922.

All information has been supplied by Mr. Cross and Mr. Perry, the book-keeper.

I believe the valuations are reasonable.

GEORGE L. BLATCH & COMPANY,
GEO. L. BLATCH, F.C.A.,

10 OTTAWA, Dec. 26, 1922 Auditors.

REAL ESTATE AND FIXED ASSETS.

FARM POINT:			
	Pt. Lot 23B, 16 R. Hull Twnp. 6 acres	\$	800.00
	2 cottages (frame)	\$ 1,200.00	
	Less 5% depreciation	60.00	1,140.00
	<hr/>		
	Lot 24C, 16 R. Hull Township, In the name of Mary E. Cross, Summer Residence (frame)	2,000.00	
20	Less 5% depreciation	100.00	1,900.00
	<hr/>		
	Winter Residence (frame)	4,000.00	
	Less 5% depreciation	200.00	3,800.00
	<hr/>		
	Workman's Cottage (frame)	1,000.00	
	Less 5% depreciation	50.00	950.00
	<hr/>		
	Pt. Lot 25A, 16 R. Hull Township		1,000.00
	24 Workmen's Cottages (frame)	15,300.00	
	Less 5% depreciation	765.00	14,535.00
	<hr/>		
30	50 acres land @ \$40.00		2,000.00
	Sawmill, \$3,000 less 10% depreciation	300.00	2,700.00
	Mach. and Fixtures	1,000.00	
	Less 10% depreciation	100.00	900.00
	Electric Plant and Power House	25,000.00	
	Less 5% depreciation	1,250.00	23,750.00
	<hr/>		
	Total		\$53,475.00
KIRK'S FERRY:			
	Lot 16B, 13 R. and house (frame)	1,500.00	
40	Less 5% depreciation	75.00	1,425.00
	<hr/>		
CASCADES:			
	Boarding House (frame)	4,500.00	
	Less 5% depreciation	225.00	4,275.00
	Lots 18A, 19B, 22A, 23A, 23B, 24B, Range 12, 19A, Range 11, 600 acres		15,000.00 19,275.00
MEACH LAKE:			
	Lots 23B, 24B, 200 acres	1,000.00	1,000.00

*In the
Superior Court*

Exhibit D-138
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Oct. 31, 1932.
(continued)

	ALCOVE:		
	Electric Mill and 5 acres.....	\$ 5,500.00	
	Less 10% depreciation.....	550.00	\$ 4,950.00
	Machinery and Fixtures.....	1,000.00	
	Less 10% depreciation.....	100.00	900.00
			\$ 5,850.00
	Low:		
	1,300 acres land @ \$15.....		19,500.00
	Barton Farm.....		7,000.00
10	Steam Mill and 10 acres land.....		3,000.00
			29,500.00
	PICKONOCK:		
	Dwelling House (frame).....	1,500.00	
	Less 5% depreciation.....	75.00	1,425.00
	7 houses (new).....		3,000.00
	3 shanties and equipment.....	2,100.00	
	Less 2nd year's depreciation.....	700.00	1,400.00
	Steam Mill built, 1922.....		11,000.00
	Roads, dams, etc.....	32,100.00	
20	Less 2nd year's depreciation.....	5,350.00	
		\$26,750.00	
	Amt. expended in 1922.....	4,000.00	30,750.00
			47,575.00
	WATER POWERS:		
	Cascades.....		5,000.00
	Farm Point.....		12,000.00
	Quyón.....		3,000.00
	Paugan Falls.....		65,000.00
			85,000.00
30	Total Real Estate, etc.....		<u>\$243,100.00</u>
	BILLS RECEIVABLE:		
	Merkley's, Ottawa.....	\$ 500.00	
	Plant, Ottawa.....	200.00	
	Merkley's, Ottawa.....	200.00	
	Plant, Ottawa.....	1,092.96	
	Merkley's, Ottawa.....	708.72	
	J. C. Cameron, Chelsea.....	300.00	
	Owens Bros., Montebello.....	3,000.00	
	Owens Bros., Montebello.....	4,500.00	
40	W. J. McNeill, Chelsea.....	75.00	
	A. Austey.....	100.00	
	Jas. J. Chilcott.....	1,650.00	
	John Lowell.....	120.00	
	J. D. Joynt.....	150.00	
	W. P. Flynn.....	264.82	
	Herb. Rodgers.....	1,380.00	
	Total Bills Receivable.....		<u>\$14,241.50</u>

*In the
Superior Court*
Exhibit D-138
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Oct. 31, 1922.
(continued)

	ACCOUNTS RECEIVABLE:		
	LUMBER ACCOUNTS:		
	Harris Tie & Timber Co.....	\$10,000.00	
	Jos. Dolan.....	1,400.00	
	McDonnell & Conyers.....	850.00	
	Richard, B.....	900.00	
	Barrett Bros.....	1,000.00	
	Brown, R.....	200.00	
		<hr/>	\$14,350.00
	Electric Light, Sundries.....		2,000.00
10	Sundries.....		600.00
	Electric Light Meter Rentals.....		900.00
			<hr/>
	Total Accounts Receivable.....		<u>\$17,850.00</u>

LIABILITIES

	BILLS PAYABLE:		
	John Barton.....	\$2,100.00	
	Jack Kearns.....	1,700.00	
	Thomas Birkett.....	1,800.00	
	Castle Company, Ltd.....	1,800.00	
	Dwyer & Company.....	2,500.00	
20	R. Stewart.....	600.00	
	O. Diotte.....	600.00	
	Richard Moore.....	20,000.00	
	Wm. Doherty.....	300.00	
	D. A. Morrison.....	2,000.00	
	MacLarens.....	800.00	
	Thomas Fields.....	200.00	
	John Dunlop.....	200.00	
	Mick Gleason.....	100.00	
	Geo. Foster.....	300.00	
		<hr/>	\$35,100.00
30	ACCOUNTS PAYABLE:		
	R. Moore.....	3,000.00	
	Irwin.....	600.00	
	Louis Barrett.....	100.00	
	Mick Collins.....	282.00	
	Thomas Grace.....	186.00	
	Mick Hendreik.....	261.17	
	Robert Pritchard.....	400.00	
	R. & G. Pritchard.....	150.00	
	B. McKale.....	200.00	
	James Nesbitt.....	1,000.00	
	John Cafferty.....	1,000.00	
40	Levi Reid.....	200.00	
	John Doherty.....	300.00	
	James Stanger.....	400.00	
	Wm. Taggart.....	300.00	
	R. N. Sully.....	300.00	
	Hugh Carson.....	126.00	
	St. Germain & Fraas.....	600.00	
	Sundries.....	1,300.00	
		<hr/>	\$10,705.17
	Total Accounts Payable.....		<u>\$10,705.17</u>

In the
Superior Court

Exhibit D-139
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1923.

EXHIBIT D-139

STATEMENT OF ASSETS AND LIABILITIES OF
F. T. CROSS, AS AT SEPT. 30, 1923

FREEMAN T. CROSS

ANNUAL STATEMENT, SEPTEMBER 30TH, 1923

		REAL ESTATE AND FIXED ASSETS		
10	FARM POINT:			
	Pt. Lot 23B, 16 R. Hull Twntp. (acres)..		\$ 800.00	
	2 cottages frame.....	\$ 1,200.00		
	Less 3 years' deprec. @ 2½%.....	90.00		1,110.00
				<hr/>
	Pt. Lot 25A, 16 R. Hull Twntp.....		1,000.00	
	24 Workmen's Cottages, Frame.....	15,300.00		
	Less 3 years' Depcn. @ 2½%.....	1,157.50		14,142.50
				<hr/>
	50 acres land @ \$40.....		2,000.00	
20	Sawmill.....	3,000.00		
	Less 2 years Depcn. @ 10%.....	600.00		2,400.00
	Machinery and Fixtures.....	1,000.00		
	Less 2 years deprec. @ 10%.....	200.00		800.00
				<hr/>
	Electric Plant and Power House.....	25,000.00		
	Less 2 years deprec. @ 5%.....	2,500.00	22,500.00	\$44,752.50
				<hr/>
	CHELSEA:			
	Sawmill on Leasehold.....			2,000.00
				<hr/>
	KIRK'S FERRY:			
30	Lot 16B, 13R. and House, frame.....	1,500.00		
	Less 3 years' deprec. @ 2½%.....	112.50		1,387.50
				<hr/>
	CASCADES:			
	Boarding House (frame).....	4,500.00		
	Less 3 years' deprec. @ 2½%.....	337.50	4,162.50	
				<hr/>
	Lots 18A, 19B, 22A, 25A.....			
	Lots 18A, 19B, 22A, 23A, 23B, 24B, Range 12, 19A, Range 11, 600 acres....		15,000.00	19,162.50
				<hr/>
40	MEACH LAKE:			
	Lots 23B, 24B, 200 acres.....			1,000.00
				<hr/>
	ALCOVE:			
	Electric Mill and 5 acres.....	5,500.00		
	Less 2 years' deprec. @ 10%.....	1,100.00	4,400.00	
				<hr/>
	Machinery and Fixtures.....	1,000.00		
	Less 2 years' deprec. @ 10%.....	200.00	800.00	5,200.00
				<hr/>

*In the
Superior Court*
Exhibit D-139
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1923.
(continued)

	Low:			
	1,300 acres land @ \$15.....		\$19,500.00	
	Barton Farm.....		7,000.00	
	Steam Mill and 10 acres land.....	\$3,000.00		
	Less 10% depen.....	300.00	2,700.00	\$29,200.00
	PICKNONOCK:			
	Dwelling House (frame).....	1,500.00		
	Less 3 year's depen. @ 2½%.....	112.50	1,387.50	
10	7 houses.....	3,000.00		
	Less 2½% depen.....	75.00	2,925.00	
	Sawmill built 1923.....		5,500.00	
	Machinery.....		7,000.00	
	Roads and Dams.....	30,750.00		
	Less loss by fire, 50%.....	15,375.00	15,375.00	32,187.50
	WATER POWERS:			
	Cascades.....	5,000.00		
	Farm Point.....	12,000.00		
	Quyón.....	3,000.00		
20	Paugan Falls.....	40,000.00	60,000.00	
				<u>\$194,890.00</u>
	MERCANTILE ASSETS:			
	LIMITS:			
	St. Pierre de Wakefield—Timber License, 8 square miles.....		15,000.00	
	Low Township, limit, 13 sq. miles, est....		3,000.00	18,000.00
	LOGS:			
	Pickonock, 24,000 in river, est. and 26,- 000 on dumps.....			20,000.00
30	LUMBER:			
	Chelsea, 16,000.....		400.00	
	Farm Point, 200,000.....		5,000.00	
	Alcove, 40,000.....		1,000.00	
	Venosta, 44,000.....		1,100.00	
	Low, 120,000.....		3,000.00	
	Perras Siding, 280,000.....		7,000.00	
	Mileage 12, 60,000.....		1,500.00	19,000.00
	Horses, wagons and sleighs.....		3,450.00	
	Less 10% depen.....		345.00	3,105.00
	ACCOUNTS AND BILLS RECEIVABLE:			
40	Electric Light Accounts.....		3,200.00	
	Lumber Accounts.....		16,295.91	
	Collateral notes—Dominion Bank.....		4,580.59	
			24,076.50	
	10% depen. Reserve.....		2,407.65	21,668.85
	Dominion Bank—Balance.....			383.89
	Cash on Hand.....			200.00
				<u>\$82,357.74</u>
	NOTE—Notes in Dominion Bank under discount—\$9,406.43.			

*In the
Superior Court*
Exhibit D-139
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1923.
(continued)

	LIABILITIES:	
	Mortgage Payable	\$ 4,000.00
	Bills Payable	11,100.00
	Accounts Payable	6,261.17
	Total Liabilities	<u>\$21,361.17</u>
10	GENERAL STATEMENT:	
	Real Estate and Fixed Assets	194,890.00
	Mercantile Assets	82,357.74
	Total Assets	<u>277,247.74</u>
	Liabilities	21,361.17
	Surplus, Sept. 30th, 1923	255,886.57
20	Surplus, Oct. 31st, 1922	316,711.24
	Net Loss period ending Sept. 30th, 1923. —————	<u>60,824.67</u>
	EXPLANATION OF ABOVE LOSS:	
	Real Estate, M. E. Cross, omitted	6,650.00
	Mill built, 1922, destroyed by fire	11,000.00
	Expended on above, Mill since Oct. 31, 1922	12,000.00
30	Roads and dams destroyed by fire	15,375.00
	Logs, difference in value, 50,000 @ 60c ..	30,000.00
	Estimated profit on lumbering	<u>14,200.35</u>

The above statement has been prepared by following the one made up by us last year, adjusting the assets and liabilities, allowing further depreciation on buildings, plant, machinery and book debts and omitting property in the name of Mary E. Cross.

40 All information has been supplied by Mr. Cross.

I believe the valuations are fair and reasonable.

GEORGE L. BLATCH & COMPANY,
GEO. L. BLATCH, F.C.A.,
Chartered Accountants,
Auditors.

OTTAWA, October 2nd, 1923

*In the
Superior Court*

Exhibit D-139
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1923.
(continued)

	ACCOUNTS RECEIVABLE:		
	F. M. Beach Co.	\$1,270.91	
	Jas. Oliver & Son Ltd.	7,800.00	
	B. Richard.	1,200.00	
	J. Isbester.	200.00	
	Barrett Bros.	500.00	
	H. Plante.	400.00	
	N. Charron.	400.00	
	F. Plant.	400.00	
	M. Bertrand.	1,000.00	
	J. Lowell.	300.00	
10	W. McNeil.	300.00	
	M. Yetts.	300.00	
	G. Lamb.	300.00	
	W. Doherty.	100.00	
	W. Hichey.	50.00	
	Dr. Paige.	100.00	
	W. Moore.	175.00	\$16,295.91
			<hr/>
	Sundries.		1,500.00
			<hr/>
			\$19,495.91
			<hr/> <hr/>
20	NOTES HELD AS COLLATERAL:		
	Flym, Oct. 4.	250.00	
	Frazer, Oct. 18.	1,382.59	
	Merkley's, Ltd., Oct. 27.	650.00	
	Alexander, Oct. 4th.	500.00	
	J. J. Chilcott, Oct. 31st.	298.00	
	C. S. Green, bal. note.	1,500.00	4,580.59
			<hr/>
	BILLS PAYABLE:		
	John Barton.	1,500.00	
30	John Kearns.	1,200.00	
	Thos. Birkett.	700.00	
	O. Diotte.	700.00	
	R. Moore.	5,000.00	
	D. A. Morrison.	2,000.00	11,100.00
			<hr/>
	ACCOUNTS PAYABLE:		
	R. Irwin.	300.00	
	M. Hendrick.	261.17	
	B. McKale.	200.00	
	John Doherty.	200.00	
40	General Supply.	700.00	
	H. N. Bate & Sons.	1,500.00	
	M. Major, Ltd.	300.00	
	A. Freiman.		5,261.17
	Sundries.		1,000.00
			<hr/>
			6,261.17
			<hr/>
			\$17,361.17
			<hr/> <hr/>

In the
Superior Court

Exhibit D-139
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1923.
(continued)

ADJUSTMENT OF STATEMENT, SEPTEMBER 30TH, 1924

Net Gain, year ending September 30th, 1924.....	\$ 4,297.57
Less Hardwood Lumber, 170,000 ft. @ \$30 per M. sold @ \$15 per M.....	2,550.00
Net Gain, Sept. 30th, 1924.....	<u>\$ 1,747.57</u>

10

BLATCH AND BOUNSALL,

GEO. L. BLATCH, F.C.A.
Chartered Accountants.
Auditors.

ADJUSTMENT OF STATEMENT, SEPTEMBER 30TH, 1923

Estimation of Loss.....	\$ 75,025.00
Less 50,000 logs @ 30c.....	15,000.00
Balance.....	60,025.00
Less Net Loss per Statement.....	60,824.67
Net Profit, September 30th, 1923.....	<u>\$ 799.67</u>
Logs Overvalued, 50,000 @ 30c.....	\$ 15,000.00
Less Estimated Profit on lumbering.....	14,200.33
	<u>\$ 799.67</u>

30

GEORGE L. BLATCH AND COMPANY,

GEO. L. BLATCH, F.C.A.,
Chartered Accountants,
Auditors.

40

In the
Superior Court

Exhibit D-140
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1924.

EXHIBIT D-140

STATEMENT OF ASSETS AND LIABILITIES OF
F. T. CROSS, AS AT SEPT. 30, 1924

FREEMAN T. CROSS

ANNUAL STATEMENT—SEPTEMBER 30TH, 1924

REAL ESTATE AND FIXED ASSETS.

10	FARM POINT:			
	Pt. Lot 23B. 16 R. Hull Town'p (6 acres).		\$800.00	
	2 Cottages (Frame)	\$1,200.00		
	Less 4 years deprec'n. @ 2½%	120.00	1,080.00	
		<hr/>		
	Pt. Lot 25 A. 16 R. Hull Twn'p.		1,000.00	
	24 Workmen's Cottages (Frame)	15,300.00		
	Less 4 years Depc'n @ 2½%	1,530.00	13,770.00	
		<hr/>		
	50 acres land @ \$40		2,000.00	
	Sawmill	3,000.00		
	Less 3 years Depc'n @ 10%	900.00	2,100.00	
20		<hr/>		
	Machinery and Fixtures	1,000.00		
	Less 3 years Depc'n. @ 10%	300.00	700.00	
		<hr/>		
	Electric Plant and Power House	25,000.00		
	Less 3 years Depc'n. @ 5%	3,750.00	21,250.00	\$42,700.00
		<hr/>		
	CHELSEA:			
	Sawmill on Leasehold, now at Low		2,000.00	
	Less 10% Depreciation		200.00	
			<hr/>	1,800.00
30	KIRK'S FERRY:			
	Lot 16 B, 13 R. and House (Frame)	1,500.00		
	Less 4 years Depc'n. @ 2½%	150.00	1,350.00	1,350.00
		<hr/>		
	CASCADES:			
	Boarding House (Frame)	4,500.00		
	Less 4 years deprec'n. @ 2½%	450.00	4,050.00	
		<hr/>		
	Lots 18 A, 19B, 22A, 23A, 23B, 24B, Range 12, 19A, Range 11, 600 acres	15,000.00	15,000.00	19,050.00
		<hr/>		
40	MEACH LAKE:			
	Lot 23B, 24B, 200 acres			1,000.00
	ALCOVE:			
	Electric Mill and 5 acres	5,500.00		
	Less 3 years Depc'n. @ 10%	1,650.00	3,850.00	
		<hr/>		
	Machinery and Fixtures	1,000.00		
	Less 3 years Depc'n. @ 10%	300.00	700.00	4,550.00
		<hr/>		

*In the
Superior Court*
Exhibit D-140
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1924.
(continued)

	Low:			
	1,300 acres land @ \$15.00.....		\$19,500.00	
	Barton Farm.....		7,000.00	
	Steam Mill and 10 acres land.....	\$3,000.00		
	Less 2 years Depc'n. @ 10%.....	600.00	2,400.00	\$28,900.00
	PICKONOCK:			
	Dwelling House (Frame).....	1,500.00		
	Less 4 years depc'n. @ 2½%.....	150.00	1,350.00	
10	7 Houses.....	3,000.00		
	Less 2 years depc'n. @ 2½%.....	150.00	2,850.00	
	Sawmill and Machinery.....	50,000.00		
	Less Depc'n. @ 10%.....	5,000.00	45,000.00	
	Roads and Dams.....	15,375.00		
	Less Depc'n. 25%.....	3,843.75	11,531.25	60,731.25
	WATER POWERS:			
	Cascades.....		5,000.00	
	Farm Point.....		12,000.00	
20	Quyón.....		3,000.00	
	Paugan Falls.....		40,000.00	60,000.00
	PERRAS:			
	300 acres, bought from Jos Paquette.....		2,000.00	
	200 acres, bought from Mr. Lepage.....	1,600.00		
	Less unpaid balance.....	700.00	900.00	
	100 acres, bought from Mr. Cousineau... .		800.00	
	Advance to Jobber under Tie Contract... .		560.00	4,260.00
				<u>\$224,341.25</u>
30	MERCANTILE ASSETS.			
	LIMITS:			
	St. Pierre de Wakefield—timber License, 8 square miles.....	15,000.00		
	Low Township—limit 13 sq. miles.....	3,000.00		18,000.00
	LOGS:			
	Old Logs, Moore Limit.....	15,000.00		
	New Logs, 1,000,000 ft. @ \$20.00.....	20,000.00		35,000.00
	LUMBER:			
	Farm Point.....		600.00	
40	Alcove.....		200.00	
	Venosta.....		200.00	
	Low—Hardwood and Cedar.....		3,000.00	
	Perras, 1,125,341 ft. @ \$30.00.....		33,760.23	
	Cherry Creek, 6,000 ties @ 70c.....		4,200.00	
	Cherry Creek, Hardwood Lumber 170,000 @ \$30.00... .		5,100.00	
	Cost of Peeling bark in bush.....		1,200.00	
	Cost of making ties in bush.....		1,700.00	
	Laths and Shingles at Perras.....		4,000.00	53,960.23

*In the
Superior Court
Exhibit D-140
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1934.
(continued)*

ACCOUNTS AND BILLS RECEIVABLE:

Electric Light Accounts	\$2,500.00	
Lumber Accounts	17,355.00	
Bills Receivable	3,350.00	
Collateral Notes, Dominion Bank	6,880.98	
	<hr/>	
	30,085.98	
Less reserve for depreciation, 10%	3,008.60	
	<hr/>	\$27,077.38

BANK BALANCES:

10 Dominion Bank, Sales Account	1,379.11	
Dominion Bank, Purchase Account	851.27	2,230.28
	<hr/>	
Horses, Wagons and Sleighs		1,200.00
		<hr/>
		<u>\$137,467.89</u>

NOTE—Notes in Dominion Bank under discount, \$11,540.54.

LIABILITIES:

20 Mortgage Payable	\$ 4,000.00	
Wages for September	3,100.00	
Accounts Payable	46,725.00	
Dominion Bank—loan	47,800.00	
	<hr/>	
		<u>\$101,625.00</u>

GENERAL STATEMENT

Real Estate and Fixed Assets	\$ 224,341.25	
Mercantile Assets	137,467.89	
30 Total Assets	<hr/>	\$361,809.14
Liabilities	101,625.00	
	<hr/>	
Surplus, Sept. 30th, 1924	260,184.14	
Surplus, Sept. 30th, 1923	255,886.57	
	<hr/>	
Net Gain year ending Sept. 30, 1924		<u>\$4,297.57</u>

40 The above Statement has been prepared by following up the Statement made last year, adding to the Assets the properties purchased during the year, adjusting the Accounts Receivable and the Accounts Payable as at September 30th, 1924, and allowing further depreciation on buildings, plant, machinery and book debts at the same rates as in former years, and showing the balances at credit in the Bank and the balance due the Bank on loan.

All information has been supplied by Mr. Cross.

I have inspected the Mill and stock of lumber at Perras, P.Q., and believe the valuations are fair and reasonable.

In the
Superior Court
Exhibit D-140
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1924.
(continued)

Dominion Government Notice of Assessment of Business Profits' War Tax for the year 1915 amounting to \$1,173.81 and Income Tax Assessment notices for the years 1917, 1919 and 1920, showing a balance unpaid of \$4,353.90, are liabilities which are not included in the above Statement. No Assessment has been made since 1920.

BLATCH AND BOUNSALL,

GEO. L. BLATCH, F.C.A.,

Chartered Accountants.

Auditors.

10 OTTAWA, Ont.

October 28th, 1924.

BILLS RECEIVABLE:

A. Alexander.....	\$ 650.00	
C. S. Greene.....	1,800.00	
P. Bertrand.....	900.00	
	<hr/>	\$ 3,350.00

ACCOUNTS RECEIVABLE:

20 James Oliver & Sons.....	\$ 275.00	
Mr. Boucher, Hull.....	360.00	
Mr. Dupuis, Hull.....	420.00	
Mr. Greneau, Casselman.....	2,200.00	
Quebec Government Road Co.....	2,100.00	
Harris Tie and Timber Co. Ltd.—paid October 1st, 1924.....	10,000.00	
Wright & Company.....	2,000.00	
	<hr/>	\$ 17,355.00

ACCOUNTS PAYABLE:

30 Bate & Company.....	\$ 4,000.00	
Thos. Birkett & Son Co. Ltd.....	2,000.00	
James E. Fraas, Ltd.....	2,400.00	
Thos. Lawson & Sons, Ltd.....	800.00	
Victoria Foundry.....	850.00	
Mr. Lepage.....	1,000.00	
Mr. Laviolette.....	600.00	
General Supply Co. Ltd.....	400.00	
Mrs. Montgomery.....	1,000.00	
Dunlop Tire & Rubber Co. Ltd.....	900.00	
Swift & Company.....	400.00	
John M. Garland Son & Co. Ltd.....	1,200.00	
40 R. Moose.....	29,300.00	
Alexander McAlaren Company.....	850.00	
Blatch & Bounsall.....	225.00	
Campbell Motors.....	160.00	
Mrs. Burns, Cascades.....	150.00	
Miss Monette, Wright, P.Q.....	200.00	
Richard Darby, Wright, P.Q.....	230.00	
Sundries.....	60.00	
	<hr/>	\$ 46,725.00

EXHIBIT D-141

STATEMENT OF ASSETS AND LIABILITIES OF
F. T. CROSS, AS AT SEPT. 14, 1925

FREEMAN T. CROSS

FINANCIAL STATEMENT—SEPTEMBER 14TH., 1925

REAL ESTATE AND FIXED ASSETS.

10	FARM POINT:			
	Pt. Lot 23B, 16 R. Hull Twnp.....		\$ 800.00	
	2 Cottages (Frame).....	\$ 1,200.00		
	Less 5 yrs. Depc'n. @ 2½%.....	150.00		1,050.00
	Pt. Lot 25A, 16 R. Hull Twnp.....			1,000.00
	24 Workmen's Cottages (Frame).....	15,300.00		
	Less 5 yrs. Depc'n. @ 2½%.....	1,912.50		13,387.50
	50 acres land @ \$40.....			2,000.00
	Sawmill.....	3,000.00		
	Less 4 yrs. Depc'n. @ 10%.....	1,200.00		1,800.00
	Machinery and Fixtures.....	1,000.00		
20	Less 4 yrs. Depc'n. @ 10%.....	400.00		600.00
	Electric Plant and Power House.....	25,000.00		
	Less 4 yrs. Depc'n. @ 5%.....	5,000.00		20,000.00
	Ice House.....		2,200.00	\$ 42,837.50
	CHELSEA:			
	Sawmill on Leasehold now at Low.....		2,000.00	
	Less 2 yrs. Depc'n. @ 10%.....		400.00	1,600.00
30	KIRK'S FERRY:			
	Lot 16B, 13 R. and House (Frame)...		1,500.00	
	Less 5 yrs. Depc'n. @ 2½%.....		187.50	1,312.50
	CASCADES:			
	Boarding House (Frame).....	4,500.00		
	Less 5 yrs. Depc'n. @ 2½%.....	562.50		3,937.50
	Lots 18A, 19B, 22A, 23A, 23B, 24B, Range 12, 19A, Range 11, 600 acres....	15,000.00	15,000.00	18,937.50
40	MEACH LAKE:			
	Lots 23B, 24B, 200 acres.....			1,000.00
	ALCOVE:			
	Electric Mill and 5 acres.....	5,500.00		
	Less 4 yrs. Depc'n. @ 10%.....	2,200.00		3,300.00
	Machinery and Fixtures.....	1,000.00		
	Less 4 yrs. Depc'n. @ 10%.....	400.00		600.00
				3,900.00

*In the
Superior Court*
Exhibit D-141
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 14, 1925.
(continued)

	Low:			
	1,300 acres land @ \$15.00.....	\$	19,500.00	
	Barton Farm.....		7,000.00	
	Steam Mill and 10 acres land...\$3,000.00			
	Less 3 yrs. Depc'n. @ 10%... 900.00	\$	2,100.00	\$ 28,600.00
	PICKONOCK:			
	Dwelling House (Frame).....		1,500.00	
	Less 5 yrs. Depc'n. @ 2½%.....		187.50	1,312.50
10	7 Houses.....		3,000.00	
	Less 3 yrs. Depc'n. @ 2½%.....		225.00	2,775.00
	Sawmill and Machinery.....		50,000.00	
	Less 2 yrs. Depc'n. @ 10%.....		10,000.00	40,000.00
	Roads and Dams.....		15,375.00	
	Less 2 yrs. Depc'n. @ 25 and 10%....		5,381.25	9,993.75
				54,081.25
	WATERPOWERS:			
	Cascades.....		5,000.00	
	Farm Point.....		12,000.00	
20	Quyon.....		3,000.00	
	Paugan Falls.....		40,000.00	60,000.00
	PERRAS:			
	300 acres bought from Jos. Paquette....		2,000.00	
	200 acres from Mr. Lepage.....		1,600.00	
	100 acres bought from Jos. Cousineau....		800.00	4,400.00
				<u>\$216,668.75</u>
30	MERCANTILE ASSETS.			
	LIMITS:			
	St. Pierre de Wakefield—Timber License.			
	8 square miles.....	\$	15,000.00	
	Low Township Limit, 13 sq. miles.....		3,000.00	\$ 18,000.00
	Logs:			
	Logs at Low.....		1,980.00	
	Logs.....		1,870.00	
	Barking Logs.....		1,380.00	5,230.00
40	LUMBER AND TIES:			
	Farm Point, 150M. ft. @ \$25.00.....		3,750.00	
	Wood.....		1,000.00	
	2,000 Cull Ties @ 15c.....		300.00	
	Low, 30 M. ft. @ \$25.....		750.00	
	3,000 Cull Ties @ 15c.....		450.00	
	Perras, 430 M. ft. @ \$25.00.....		10,750.00	
	3,000 Switch Ties @ \$2.00 each.....		6,000.00	23,000.00

*In the
Superior Court*

Exhibit D-141
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 14, 1925.
(continued)

	ACCOUNTS AND BILLS RECEIVABLE:	
	Electric Light Accounts	\$ 2,500.00
	Lumber Accounts	8,500.00
	Collateral Notes, Dominion Bank	3,642.45
		<hr/>
		14,642.45
	Less reserve for Depc'n. 10% on A/cs . .	1,100.00
		<hr/>
		\$ 13,542.45
	BANK BALANCE:	
	Dominion Bank, Sales A/c	177.59
10	Special Mortgage Account	27,199.92
	HORSES, WAGONS AND SLEIGHS	1,200.00
		<hr/>
		\$88,349.96
		<hr/>
	LIABILITIES:	
	Accounts Payable	\$ 12,156.00
	R. Moore on Timber Limit	21,456.73
	Special Mortgage Account	27,000.00
	Mortgage Account	4,000.00
	Dominion Bank, Purchase A/c	2,870.65
		<hr/>
20		\$ 67,483.38
		<hr/>

GENERAL STATEMENT

	Real Estate and Fixed Assets	\$ 216,668.75
	Mercantile Assets	88,349.96
		<hr/>
	Total Assets	305,018.71
	Liabilities	67,483.38
		<hr/>
	Surplus, Sept. 14th, 1925	237,535.33
30	Surplus, Sept. 30th, 1924	260,184.14
		<hr/>
	Net Loss period ending Sept. 14th, 1925.	\$ 22,648.81
		<hr/>

The above Statement has been prepared by following up the Statement made at Sept. 30th, 1924, adding to the Assets the properties purchased during the period, adjusting the Accounts Receivable, and the Accounts Payable as at September 14th, 1925, allowing further depreciation on Buildings, Plant, Machinery and Book Debts, as in former years with the exception of Roads and Dams at Perras on which 10% depreciation was allowed, and showing the balance at debit or credit in the bank accounts.

40 The Dominion Bank holds a chattel mortgage on all property owned by Mr. Cross, as collateral security. The Bank also holds notes signed by Mr. Cross to the amount of \$27,000.00. Indirect liability of paper under discount amounts to \$11,740.35.

All information has been supplied by Mr. Cross.

BLATCH AND BOUNSALL,
GEO. L. BLATCH, F.C.A.,
Chartered Accountants,
Auditors.

OTTAWA, ONT.,
September 18th, 1925.

*In the
Superior Court*

ACCOUNTS PAYABLE—AS AT SEPTEMBER 14TH, 1925

Exhibit D-141,
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 14, 1925.
(continued)

	Canadian General Electric.....	\$	400.00
	Thos. Birkett & Son Co. Ltd.....		1,100.00
	Bate & Company.....		2,000.00
	Thos. Lawson & Sons.....		700.00
	A. MacLaren.....		600.00
	Victoria Foundry.....		700.00
	Germain & Fraas Insurance.....		2,000.00
	Fraser Saw Works.....		600.00
	Blatch and Bounsall, Auditors.....		225.00
10	R. Moore, Wright, Timber.....		21,456.73
	R. Moore, Wright, Interest.....		1,000.00
			<hr/>
		\$	30,781.73
	E. Laviolette, Account.....		500.00
	Mrs. Montgomery.....		1,000.00
	Garland & Company.....		600.00
	E. Monette.....		311.00
	Darby.....		230.00
	R. Stewart.....		190.00
			<hr/>
20		\$	2,831.00

ACCOUNTS RECEIVABLE

	Cloutier & Greneau.....	\$	1,100.00
	Independent Coal Co.....		300.00
	W. A. Dinwoodie.....		300.00
	Findlay Bros.....		400.00
	J. Connors.....		700.00
	C. Greene.....		1,800.00
	A. Alexander.....		700.00
30	L. Bertrand.....		800.00
	D. L. Campbell.....		400.00
	Harris Tie & Timber Co.....		2,000.00
			<hr/>
		\$	8,500.00
	Electric Light Accounts.....		2,500.00
			<hr/>
		\$	11,000.00
			<hr/> <hr/>

EXHIBIT D-142

STATEMENT OF ASSETS AND LIABILITIES OF
F. T. CROSS, AS AT SEPT. 30, 1926

FREEMAN T. CROSS, FARM POINT, QUE.

FINANCIAL STATEMENT—SEPTEMBER 30, 1926

10		REAL ESTATE AND FIXED ASSETS	
FARM POINT:			
	Pt. Lot 23B, 16 R. Hull Twnp.	\$	800.00
	2 Cottages (frame)	\$ 1,200.00	
	Less depc'n, 6 yrs. @ 2½%	180.00	1,020.00
	Machinery in gravel pit, 1926	2,100.00	
	Pt. lot 25A, 16 R. Hull Twnp.		1,000.00
	24 Workmen's cottages (frame)	15,300.00	
	Less depc'n 6 yrs. @ 2½%	2,295.00	13,005.00
	50 Acres Land @ \$40.00		2,000.00
	Sawmill	3,000.00	
20	Less depc'n. 5 yrs. @ 10%	1,500.00	1,500.00
	Sawmill expended 1926		2,000.00
	Machinery and Fixtures	1,000.00	
	Less depc'n. 5 yrs. @ 10%	500.00	500.00
	Machinery expended 1926		10,700.00
	Electric Plant and Power House	25,000.00	
	Less depc'n. 5 yrs. @ 5%	6,250.00	18,750.00
	Ice House	2,200.00	
	Less depc'n. 10%	200.00	1,980.00
			\$ 55,355.00
30 CHELSEA, now at Low:			
	Saw Mill on Leasehold	2,000.00	
	Less depc'n. 3 yrs. @ 10%	600.00	1,400.00
KIRKS FERRY:			
	Lot 16B, 13 R. House (frame)	1,500.00	
	Less depc'n. 6 yrs. @ 2½%	225.00	1,275.00
CASCADES:			
	Boarding House (frame)	6,600.00	
	Less Mortgage	2,100.00	
40		4,500.00	
	Mortgage paid 1926	2,100.00	6,600.00
	Less depc'n. on \$4,500. 6 yrs. @ 2½%		675.00
			5,925.00
	Lots 18A, 19B, 22A, 23A, 23B, 24B, Range 12, lots 19A, Range 11—600 acres	15,000.00	20,925.00

*In the
Superior Court*

Exhibit D-142
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1926.
(continued)

	MEACH LAKE:		
	Lots 23B, 24B, 200 acres.....		\$ 1,000.00
	ALCOVE:		
	Electric Mill and 5 acres.....	\$ 5,500.00	
	Less depc'n. 5 yrs. @ 10%.....	2,750.00	\$ 2,750.00
	Machinery and Fixtures.....	1,000.00	
	Less depc'n. 5 yrs. @ 10%.....	500.00	500.00
			<u>3,250.00</u>
10	Low:		
	1,300 acres land @ \$15.00.....		19,500.00
	Barton Farm.....		7,000.00
	Steam Mill and 10 acres.....	3,000.00	
	Less depc'n. 4 yrs. @ 10%.....	1,200.00	1,800.00
	Steam Mill expended 1926.....		<u>2,100.00</u>
			30,400.00
	PICKONOCK:		
	Dwelling House (frame).....	1,500.00	
	Less depc'n. 6 yrs. @ 2½%.....	225.00	1,275.00
20	7 houses.....	3,000.00	
	Less depc'n. 4 yrs. @ 2½%.....	300.00	2,700.00
	Sawmill and Machinery.....	50,000.00	
	Less depc'n. 3 yrs. @ 10%.....	15,000.00	35,000.00
	Roads and Dams.....	15,375.00	
	Less depc'n. 1 year 25%.....	3,843.75	
	Less depc'n. 2 years 10%.....	3,075.00	6,918.75
			<u>8,456.25</u>
			47,431.25
	PERRAS:		
30	300 acres Jos. Paquette.....		2,000.00
	200 acres Lepage.....		1,600.00
	100 acres Jos. Cousineau.....		800.00
			<u>4,400.00</u>
	WATERPOWERS:		
	Cascades.....		5,000.00
	Quyón.....		3,000.00
	Farm Point.....		12,000.00
	Farm Point expended 1926.....		8,300.00
			<u>28,300.00</u>
	Total.....		<u>\$193,736.25</u>
	MERCANTILE ASSETS		
40	LIMITS:		
	St. Pierre de Wakefield.....	\$ 15,000.00	
	8 square miles, Low Twnp.....	3,000.00	18,000.00
	LUMBER, LOGS AND TIES:		
	Farm Point—		
	500 M. ft. Lumber B.M. @ \$30.00....	15,000.00	
	1,500 cords wood @ \$5.50.....	8,250.00	
	4,000 ties @ 50c.....	2,000.00	

In the
Superior Court
Exhibit D-142
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1926.
(continued)

	Mileage Twelve—			
	150 M. ft. lumber B.M. @ \$30.00.....	\$	4,500.00	
	350 cords wood @ \$5.50.....		1,842.00	
	4,000 ties @ 50c.....		2,000.00	
	Perras—			
	475 M. ft. lumber B.M. @ \$30.00.....		14,250.00	
	1,400 cords wood @ \$4.00.....		5,600.00	
	700 Cedar Poles @ \$3.00.....		2,100.00	
	5,000 ties @ 50c.....		2,500.00	
10	Low—			
	144 M. ft. lumber B.M. @ \$30.00.....		4,320.00	
	800 cords wood @ \$5.50.....		4,400.00	
	7,000 ties @ 50c.....		3,500.00	
	Logs in Stag Creek, 6,000.....		6,000.00	
			<u>76,262.00</u>	
	Less wood due Foubert.....	\$	1,000.00	
	Less stock due MacDonell & Conyers....	1,000.00	2,000.00	\$ 74,262.00
				<u> </u>
	SUNDRIES:			
	Horses and Wagons valued at.....		1,200.00	
20	Accounts Receivable valued at.....		22,027.01	
	Bills Recievable valued at.....		1,061.70	
	Dominion Bank Balance.....		3,591.06	
			<u> </u>	\$ 27,879.77
	Total.....			<u>102,141.77</u>

GENERAL STATEMENT

	ASSETS:			
	Real Estate and Fixed Assets.....	\$	193,736.25	
	Mercantile Assets, Sundries.....		102,141.77	
	Mercantile Assets, limits.....		18,000.00	
30	Total Assets.....		<u> </u>	\$ 313,878.02
	LIABILITIES:			
	Accounts payable per list.....		7,851.97	
	Moore Timber Limit, balance dues.....		16,000.00	
	Mortgage.....		4,000.00	
			<u> </u>	27,851.97
	Total Liabilities.....			<u> </u>
	Surplus September 30, 1926.....			286,026.05
				<u> </u>
40	Surplus September 14, 1925.....		237,535.33	
	Less Paugan Falls.....		14,400.00	
			<u> </u>	223,135.33
				<u> </u>
	Net Gain Sept. 30, 1926.....			62,890.72
				<u> </u>
	Gross Gain.....		73,123.22	
	Less depreciation allowances.....		10,232.50	
			<u> </u>	
	Net Gain.....			62,890.72

In the
Superior Court
Exhibit D-142
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1926.
(continued)

The above statement has been prepared from information supplied by Mr. F. T. Cross, following up the statement made at September 14, 1925, adding to the fixed Assets the amounts reported to have been expended during the year, allowing further depreciation on buildings, plant, machinery and dams as in former years and adjusting the amounts of Accounts Receivable and Payable and the bank balance as at September 30th, 1926.

The Dominion Bank holds a chattel mortgage as collateral security on all property owned by Mr. Cross. The bank also holds notes to the amount of \$27,000 signed by Mr. Cross, against which no property is held at this time.

10 The indirect liability of paper under discount on October 8th, 1926, was \$19,361.87. Collateral notes hypothecated by the bank amount to \$1,061.70 as included in the statement.

Respectfully submitted,

GEO. L. BLATCH, F.C.A.,
Chartered Accountant.

OTTAWA, October 15, 1926.

ACCOUNTS RECEIVABLE:		
	Alexander, A., Meach Lake.....	\$ 600.00
	Barrett, J. A., Ottawa.....	300.00
	Campbell, D. L., Ottawa.....	250.45
	Campbell, J. D., Cornwall.....	2,100.42
	C.P.R. Construction.....	1,180.00
20	C.P.R. Interest re Pagan Falls.....	3,750.00
	Connors, J. H., Ottawa.....	800.08
	Cufflingaud, Fruthier, Montreal.....	400.35
	Dupuis, H. & Son, Hull.....	200.00
	Eddy, E. B. Co. Ltd., Hull.....	300.06
	Findlay Bros.....	1,200.00
	Grenier and Cloutier, Casselman.....	200.20
	Hull Iron & Steel Ltd., Hull.....	700.21
	International Paper Co., Hull.....	2,470.82
	Kennedy, J.....	900.18
	Ladocoeur.....	250.24
	Papineauville Lumber Co.....	110.40
30	Richard, B., Eastview.....	1,300.20
	Richard, E., Ottawa.....	72.10
	Sadler Belting Co., Montreal.....	900.50
	Shouldice, E. S., Wrightsville.....	240.80
	Electric Light Accounts.....	4,300.00
		<hr/>
		\$ 22,527.01
	Less reverse bad debts.....	500.00
		<hr/>
	Total accounts receivable.....	\$ 22,027.01
ACCOUNTS PAYABLE:		
	Birkett, Thos. & Son. Co., Ltd.....	800.29
40	Darby, R.....	300.00
	Fraas—Insurance.....	1,800.00
	Gunn's Limited.....	900.80
	Lawson, Thos. & Sons Ltd.....	400.30
	Major, S. J., Ltd.....	500.40
	MacLaren, A.....	200.18
	Mrs. Montgomery.....	3,000.00
	Victoria Foundry.....	150.00
		<hr/>
	Total Accounts Payable.....	7,851.97

DEPRECIATION 1926

In the
Superior Court

Exhibit D-142
Statement of
Assets and
Liabilities of
F. T. Cross, as
at Sept. 30, 1926.
(continued)

FARM POINT:	
	Lot 23 B, 16 R. \$ 30.00
	24 Workmen's Cottages 382.50
	Sawmill 300.00
	Machinery and Fixtures 100.00
	Electric Plant 1,250.00
	House 220.00
	Chelsea sawmill lease 200.00
	Kirk's Ferry House 37.50
10	Cascades Boarding House 112.50
	Alcove Electric Mill 550.00
	Alcove Machinery and Fixtures 100.00
	Low Steam Mill 300.00
	Pickanack, House 37.50
	Pickanack, Houses 75.00
	Pickanack, Saw Mill and Machinery 5,000.00
	Pickanack, Dams 10% 1,537.50
	<hr/>
	Loss on Pagan Falls \$ 10,232.50
	14,400.00

20

30

40

EXHIBIT D-143

STATEMENT OF AFFAIRS OF F. T. CROSS, AS OF
SEPT. 8th, 1919

In the
Superior Court

Exhibit D-143
Statement of
Affairs of
F. T. Cross, as of
Sept, 8th, 1919

Give full name or names of Partners, Age, Business and Residence.	}	Statement of Affairs of	If Incorporated Company give Capital subscribed, Capital Paid-up, Officers, Share- holders with holdings of each.
Lumberman		Fresman T. Cross	Farm Point P. Q.

10

Sept. 8th 1919.

DIRECT LIABILITIES		ASSETS	
Union To the Bank Bank.....	15,000.	Stock on Hand, present value.....	86,000.
" Other Banks		Bills Receivable (amount collectible).....	
" Bills Payable.....	4,000.	Book Debts (amount collectible).....	5,000.
" Accounts Payable	2,700.	Cash on hand, or in bank	
" Any Other Liabilities.....			
TOTAL LIABILITIES	19,700.	TOTAL QUICK ASSETS.....	91,000.
Capital (Paid-up) \$		& LIMITS.	
Profit & Loss A/c. \$		Real Estate (particulars of which see below).....	38,200.
Reserve Fund - \$.....		Plant Machinery, Etc.....	44,000.
TOTAL SURPLUS.....	189,500.	Other Realizable Assets (in detail).....	
	189,200	Dam at Farm Point	12,000.
		not included in Plant	
		Horses, Sleighs and Waggons	4,000.
INDIRECT LIABILITIES		Fire Insurance on Stock.....	Nil
On Customer's Paper Discounted.....	3000	" " on Plant.....	3,000.
" Other Paper, Endorsed or Guaranteed.....		Quick Surplus.....	71,300.
		Profits for year.....	
		Annual Business.....	

20

PARTICULARS OF REAL ESTATE STANDING IN THE NAME OF *F. T. Cross*
(Show equity only in statement)

30

Description	Insurance	Assessed Value	Actual Value	Mortgage or Other Liability
F. T. Cross Residence Farm Point			2,000	
4 Summer Houses.			4,000	
26 Employees Dwellings	15,000	<i>more than</i>	13,000	
Limit near North Wakefield			15,000	
Limit at Lowe			5,000	
The position of endorser, is as follows:			39,000.	
		Mortgage on Electric	800.	
		Less Mortgages	38,200.	
		Equity		

40

In consideration of The Dominion Bank granting the above credit of Ten thousand until March 1st, 1920.
Dollars I agree to keep my whole account with The Dominion Bank my
deposits with them; buy from them such drafts as may be needed, and circulate as many of their Bills as may be in
my power.

Dated Ottawa Branch 8th Sept. 1919.

F. T. Cross
(sgd.) F. T. Cross.

EXHIBIT D-144

STATEMENT OF AFFAIRS OF F. T. CROSS, AS OF
AUG. 29, 1920

In the
Superior Court
Exhibit D-144
Statement of
Affairs of
F. T. Cross as of
Aug. 29, 1920.

10 Give full name or names of Partners, Age, Business and Residence. 4 1/2 years Fredman J. Cross humberman farm point P.3. Ottawa 29 Aug 1920

If Incorporated Company give Capital subscribed, Capital Paid-up, Officers, Shareholders with holdings of each. 546

DIRECT LIABILITIES		ASSETS	
To the Dominion Bank	37700	Stock on Hand, present value	71455
" Other Banks		Bills Receivable (amount collectible)	21930
" Bills Payable	4000	Book Debts (amount collectible)	2000
" Accounts Payable <u>Ch. Cheques</u>	368766	Cash on hand, or in bank	10109
<u>Electric light plant</u>	490		8551
<u>Supplies & equipment</u>	196878	<u>Expenses 1914-1920</u>	106349
<u>hypothecation purchase price</u>	591563		2427492
	538116	TOTAL QUICK ASSETS	
TOTAL LIABILITIES	6355423	Real Estate (particulars of which see below)	25200
Capital (Paid-up) \$		Plant Machinery, Etc.	53800
Profit & Loss A/c \$		<u>Real Estate Association</u>	15000
Reserve Fund \$		<u>home built - mechanical</u>	4000
TOTAL SURPLUS	2598199	<u>Rayon Paper</u>	2800
	2342392	<u>Panama Falls</u>	75000
INDIRECT LIABILITIES		<u>Woods, kept house etc.</u>	5000
On Customer's Paper Discounted	130295	<u>Dabb at Farm Point</u>	12000
" Other Paper, Endorsed or Guaranteed		Fire Insurance on stock	36000
		" " on Plant	8000
		Quick Surplus	42795
		Profits for year	33071
		Annual Business	132975

30 PARTICULARS OF REAL ESTATE STANDING IN THE NAME OF F. T. Cross (Show equity only in statement)

	Insurance	Assessed Value	Actual Value	Mortgage or Other Liability
<u>Residence Farm Point in number house</u>	2000		2000	
<u>40 Lumber Cottages 2 in name this person</u>			4000	
<u>26 Employees Dwellings</u>	15000		13000	
<u>Property at Hilda Ferry</u>			500	
<u>Henry Whiteley</u>			3800	1100
<u>Boarding house at Cassado</u>			3000	
The position of endorser, is as follows:			20300	
			1100	
			25200	
			Less Mortgages	
			Equity	

40 In consideration of The Dominion Bank granting the above credit of sixty five thousand Dollars my agree to keep my whole account with "The Dominion Bank," make all my deposits with them; buy from them such drafts as may be needed, and circulate as many of their Bills as may be in my power.

Dated at Ottawa Branch 2nd left 1920 F. T. Cross

Wm-10-14

*In the
Superior Court*

Exhibit D-145.
Order of the
Quebec Public
Service
Commission,
Sept. 27th, 1929.

EXHIBIT D-145

ORDER OF THE QUEBEC PUBLIC SERVICE COMMISSION,
SEPTEMBER 27, 1929

QUEBEC PUBLIC SERVICE COMMISSION

No. 2163

10

H. J. G. GEGGIE

Applicant

vs

F. T. CROSS

Respondent

(Translation)

20

ORDER

Two other complaints similar to the present one were made in cases Nos. 2184 and 2193 and the Order in this case disposes of said complaints.

30

The proof at the hearing of this case at Montreal and the inspections made by the Commission's Chief Engineer have established: (a) that Respondent's generating plant does not produce sufficient power to insure a proper service for his clients; (b) that the distribution line is not in good order and is not properly maintained; (c) that certain customers are served at a flat rate, while others are served by meter at seven cents per kilowatt-hour.

It was suggested at the hearing that in order to provide himself with sufficient power, Respondent should purchase it from the Gati-neau Electric Company, Limited.

40

This latter Company, which has been summoned to attend, was represented and agreed to supply electrical energy conditional upon an Order to this effect being given by the Commission.

This suggestion has also been made by the Commission's Chief Engineer, in his report of the 27th of September, 1929, under the heading "Conclusions" at pages 4 and 5 of the said report.

The Commission is informed that since the date of the hearing, a sub-station has been built at Farm Point to take power from the

In the
Superior Court
Exhibit D-145.
Order of the
Quebec Public
Service
Commission,
Sept. 27th, 1929.
(continued)

Gatineau Electric Light Company, but that instead of distributing this power directly to his clients, Respondent is making use of his own generating plant to operate a generator which supplies current to his customers.

10 This system does not seem to be a proper one and there is no reason to approve it; however, if Respondent prefers this mode of operation, it is his own concern provided he supplies a good service to his customers and the Commission reserves its future right to make whatever further Order may be necessary to prevent a continuance of this mode of operation.

The Commission is also informed that the Gatineau Electric Light Company and the Respondent have come to an agreement upon the price to be paid for current supplied to Respondent.

IT IS THEREFORE ORDERED:—

20 1. The following conclusions of the report of the Commission's Chief Engineer of the 27th of September, 1929, shall be complied with within a delay of one month after the receipt of this Order:

“ 1. That the lighting, heating, cooking and domestic appliance services be supplied to all consumers through meters.

“ 2. That uniform rates be adopted for each kind of service and each class of consumers as required by General Order No. 1362 of the Commission.

30 “ 3. That the present power house of Respondent be abandoned and that Respondent buy power from the Gatineau Power Company to feed his distribution system.

40 “ 4. That the distribution system of Respondent be repaired by resetting such poles that are not at the proper depth or leaning, by putting guys or braces at proper places, by renewing the poles, crossarms or pins that are rotten, broken or missing, by tightening slack wires and replacing tie wires that are broken. Respondent shall also make the necessary changes to provide the following minimum clearances between the wires, telephone wires, buildings and ground:

“ Between electrical service wires carrying less than 250 volts and telephone wires 2 feet

“ Between electrical main secondary wires and telephone wires 3 feet

*In the
Superior Court*
Exhibit D-145.
Order of the
Quebec Public
Service
Commission,
Sept. 27th, 1929.
(continued)

- 10 “ Between electrical primary wires and telephone wires . . . 4 feet
 “ Between primary wires and side of buildings 3 feet
 “ Primary wires over roofs of buildings 8 feet
 “ Between ground and electrical main wires (0-7500
 volts) along public roads 20 feet
 “ Between ground and electrical main wires (0-7500
 volts) crossing public roads 24 feet
 “ Between ground and service wires, over public roads
 and places 18 feet
 “ Between ground and main wires, over private proper-
 ties 18 feet
 “ That trees touching electrical primary wires or in too
 “ close proximity thereto should be trimmed after obtaining
 “ from tree owners or Commission necessary authority to do so.”

20 2. The sub-station erected at Farm Point shall be paid for by Respondent who shall reimburse the Gatineau Electric Light Company for all expenditures for the construction, maintenance or connections of said sub-station.

30 3. The Gatineau Electric Light Company shall supply electrical energy to Respondent in the same manner as at present and Respondent should pay therefor \$3.75 or \$3.50 per horse-power per month, according as the transformers of the sub-station are supplied or not by the Gatineau Electric Company. The monthly account shall be based upon the maximum demand lasting at least fifteen minutes, as recorded by a meter installed for this purpose.

4. The above-prescribed mode of operation shall remain in force for a period of six months from the date of the receipt of this Order, the Commission reserving its right to extend this time limit should it see fit to do so.

Stenographer's costs, in the present case, if any, shall be paid by Respondent.

40 MONTREAL, November 12th, 1929.

ADRIEN BEAUDRY,
President.

True copy.

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

*In the
Superior Court*
Exhibit D-146.
Report by
Engineer Boisvert
of Q.P.S.C.,
Feb. 8th, 1930.

EXHIBIT D-146

REPORT BY ENGINEER BOISVERT OF Q.P.S.C.,
FEBRUARY 8, 1930

QUEBEC PUBLIC SERVICE COMMISSION

No. 2163

10

H. J. G. GEGGIE

Applicant

vs

F. T. CROSS

Respondent

REPORT OF THE COMMISSION'S ENGINEER

20 This is a complaint of Mr. Geggie that Respondent has not complied with the requirements of the Commission's Order, which were as follows:—

1o. That the lighting, heating, cooking and domestic appliance services be supplied to all consumers through meters.

2o. That uniform rates be adopted for each kind of service and each class of consumers as required by General Order No. 1362 of the Commission.

30

3o. That the present power house be abandoned and Respondent buy power from the Gatineau Power Company to feed his distribution system.

4o. That the distribution system of Respondent be repaired by resetting such poles that are not at the proper depth or leaning, by putting guys or braces at proper places, by renewing the poles, cross-arms or pins that are rotten, broken or missing, by tightening slack wires and replacing tie wires that are broken. Respondent
40 shall also make the necessary changes to provide the following minimum clearances between the wires, telephone wires, buildings and ground;

Between electrical service wires carrying less than 250 volts
and telephone wires 2 feet
Between electrical main secondary wires and telephone
wires 3 feet

*In the
Superior Court*
Exhibit D-146.
Report by
Engineer Boisvert
of Q.P.S.C.,
Feb. 8th, 1930.
(continued)

	Between electrical primary wires and telephone wires	4 feet
	Between primary wires and side of buildings	3 feet
	Primary wires over roofs of buildings	8 feet
	Between ground and electrical main wires (0-7,500 volts) along public roads	20 feet
	Between ground and electrical main wires (0-7,500 volts) crossing public roads	24 feet
	Between ground and service wires, over public roads and places	18 feet
10	Between ground and main wires, over private properties	18 feet

That trees touching electrical primary wires or in too close proximity thereto should be trimmed after obtaining from tree owners or Commission, necessary authority to do so.

20 20. The sub-station erected at Farm Point shall be paid for by Respondent who shall reimburse the Gatineau Electric Light Company for all expenditures for the construction, maintenance or connections of said sub-station.

30. The Gatineau Electric Light Company shall supply electrical energy to Respondent in the same manner as at present and Respondent should pay therefor \$3.75 or \$3.50 per H.P. per month, according as the transformers of the sub-station are supplied or not by the Gatineau Electric Company. The monthly account shall be based upon the maximum demand lasting at least fifteen minutes, as recorded by a meter installed for this purpose.

30 40. The above-prescribed mode of operation shall remain in force for a period of six months from the date of the receipt of this Order, the Commission reserving its right to extend this time limit should it see fit to do so.

I made an inspection of Respondent's system on the 29th of January last, in order to ascertain whether the prescriptions of the Commission's Order had been complied with.

40 Meters have been installed practically everywhere on Respondent's system except in a few exceptional cases. Where two consumers are supplied through the same meter (case found in Wakefield) the consumption of each should be metered separately. An electric stove supplied on flat rate in the same village should be metered together with any other stove connected to the system. There is no individual rate for electric stoves or appliances, the only rate being the lighting rate of 7 cents per kilowatt-hour which is prohibitive for electric cooking. I am of opinion that an appropriate rate approved by the Commission should be adopted for this service.

*In the
Superior Court*
Exhibit D-146.
Report by
Engineer Boisvert
of Q.P.S.C.,
Feb. 8th, 1930.
(continued)

10 Respondent's power plant which had been abandoned while power was bought from the Gatineau Power Company, has been started about three weeks ago and is now supplying all the energy to the electrical system notwithstanding the Order of the Commission. The bushing of the water-wheel found defective by the Chief Engineer of the Commission on the date of his visit, has been repaired and Respondent has appointed someone to remain in the power plant the greater part of the day in order to regulate the voltage on the system. Apart from these changes the power plant is in the same condition and presents the same disadvantage as when visited by the Chief Engineer of the Commission.

Little repair, if any, has been done to the distribution system of Respondent and it is, in general, in a very bad condition.

The Commission may refer to the report of the Chief Engineer for any additional information on Respondent's system.

20 As a conclusion to his complaint Mr. Geggie requests the Commission to order the Gatineau Electric Light Company Limited to supply electrical service to consumers in and about Wakefield which are now supplied by Mr. Cross. This request of Mr. Geggie falls under the jurisdiction of the Commission who will probably be in a position to decide after hearing the parties, whether or not it should be granted.

Quebec, February 8th, 1930.

30 Respectfully submitted,

CHARLES H. BOISVERT,
Engineer, Q.P.S.C.

True copy

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

40

*In the
Superior Court*

EXHIBIT D-147

**Exhibit D-147
Estimated
Replacement and
1926 Value of
F. T. Cross'
Distribution
System.**

**ESTIMATED REPLACEMENT AND 1926 VALUE OF
F. T. CROSS' DISTRIBUTION SYSTEM**

ESTIMATED VALUE OF F. T. CROSS DISTRIBUTION SYSTEM

		REPLACEMENT VALUE			Estimated
		Quan- tity	Unit Price	Total Cost	1926 Value
10	Guy stubs and push braces.....	48	\$ 1.00	\$ 48.00	\$ 12.00
	20 ft. Eastern Cedar Poles.....	27	2.00	54.00	14.00
	25 ft. " " ".....	272	3.00	816.00	204.00
	30 ft. " " ".....	96	4.00	384.00	96.00
	35 ft. " " ".....	45	5.00	225.00	56.00
	40 ft. " " ".....	8	7.00	56.00	14.00
	45 ft. " " ".....	6	10.00	60.00	15.00
	Anchor guys.....	112	2.00	224.00	75.00
	Head guys.....	18	1.50	27.00	9.00
20	6-pin wood crossarms.....	12	1.00	12.00	4.00
	6-0'' 4-pin wood crossarms.....	220	.75	165.00	55.00
	4'-0'' and 4'-6'' 4-pin wood crossarms.....	560	.50	280.00	93.00
	3'-0'' 2-pin wood crossarms.....	75	.40	30.00	10.00
	Through bolts for crossarms.....	875	.08	70.00	24.00
	Washers for through bolts.....	18,00	.01	18.00	6.00
	Flat steel crossarm broces.....	1,700	.10	170.00	57.00
	Carriage bolts for crossarm braces.....	1,700	.03	51.00	17.00
	Lagscrews.....	860	.03	26.00	9.00
	Wood insulator pins.....	2,250	.03	68.00	23.00
	Wood side brackets.....	360	.04	15.00	5.00
30	Glass and porcelain insulators.....	2,580	.08	206.00	103.00
	Guard hooks and misc. material.....			30.00	10.00
	No. 14, 12 and 10 W.P. copper wire.....	660#	.25	165.00	55.00
	No. 8 W.P. copper wire.....	860#	.20	172.00	58.00
	No. 6 and 4 W.P. copper wire.....	5,500#	.20	1,100.00	367.00
	No. 10 and 8 bare copper wire.....	750#	.16	120.00	40.00
	No. 6 bare copper wire.....	11,000#	.15	1,650.00	550.00
	No. 2 bare stranded copper wire.....	600#	.17	102.00	34.00
	1 K.W. 2000 to 25/50 volt transf.....	2	40.00	80.00	20.00
	3 K.W. 2200 to 110/220 " ".....	4	55.00	220.00	55.00
40	10 K.W. 2200 to 110/220 " ".....	2	110.00	220.00	55.00
	1 K.V.A. 4400 to 110/220 " ".....	1	45.00	45.00	23.00
	2 K.V.A. " " " ".....	2	55.00	110.00	55.00
	3 K.V.A. " " " ".....	8	65.00	520.00	260.00
	5 K.V.A. " " " ".....	6	85.00	510.00	255.00
	10 K.V.A. " " " ".....	1	120.00	120.00	60.00
	20 K.V.A. " " " ".....	1	190.00	190.00	95.00
	Wood box type fusible cutouts.....	37	6.00	222.00	56.00
	Porcelain plug type " ".....	3	2.00	6.00	2.00
	Porcelain box type " ".....	9	6.00	54.00	45.00

*In the
Superior Court*

ESTIMATED VALUE OF F. T. CROSS DISTRIBUTION SYSTEM

Exhibit D-147
Estimated
Replacement and
1926 Value of
F. T. Cross'
Distribution
System.
(continued)

		REPLACEMENT VALUE			Estimated
		Quan-	Unit	Total	1926
		tity	Price	Cost	Value
	5000 volt, 100 amp. disconnecting switches.	3	\$ 8.00	\$ 24.00	\$ 12.00
	C.G.E. Co. lightning arresters	15	8.00	120.00	
	Street lighting fixtures	13	5.00	65.00	52.00
10	Total material			<u>\$8,850.00</u>	<u>\$3,060.00</u>
	Labor, etc., to install				
	Poles and fixtures			1,400.00	330.00
	Wire			600.00	200.00
	Transformers and misc. equipment			300.00	100.00
	Total labor			<u>\$2,300.00</u>	<u>630.00</u>
	Total Material and Labor			<u><u>\$11,150.00</u></u>	<u><u>\$3,710.00</u></u>

20

EXHIBIT D-148

*In the
Superior Court*

DEED OF SALE, VANKLEEK HILL ELECTRIC CO. TO
OTTAWA-MONTREAL POWER CO.,
DECEMBER 30, 1926

Exhibit D-148.
Deed of Sale,
Vankleek Hill
Electric Co. to
Ottawa-Montreal
Power Co.,
Dec. 30th, 1926.

THIS INDENTURE made in triplicate this Thirtieth day of
December in the year of our Lord one thousand nine hundred and
30 twenty-six.

IN PURSUANCE OF THE SHORT FORMS OF CONVEY-
ANCES ACT.

BETWEEN

THE VANKLEEK HILL ELECTRIC COMPANY LIMIT-
ED a body corporate having its chief place of business in the Town
of Vankleek Hill, in the County of Prescott and Province of On-
40 tario, hereinafter called the "Grantors" of the First Part,

AND

THE OTTAWA-MONTREAL POWER COMPANY LIMIT-
ED a body corporate having its chief place of business in the City
of Montreal, in the County of Hochelaga and Province of Quebec,
hereinafter called the "Grantees" of the Second Part.

*In the
Superior Court*
Exhibit D-148.
Deed of Sale,
Vankleek Hill
Electric Co. to
Ottawa-Montreal
Power Co.,
Dec. 30th, 1926.
(continued)

WHEREAS the Grantees herein are acquiring from the Grantors herein the premises hereinafter mentioned, together with the assets hereinafter more particularly described.

10 AND WHEREAS J. A. Robertson of the Town of Vankleek Hill, in the County of Prescott and Province of Ontario, Electrician, Manager of the Vankleek Hill Electric Company Limited has, by a Resolution of the said Company, passed at the Town of Vankleek Hill, in the said County of Prescott, on the 25th day of December A.D., 1926, been authorized to execute these presents on behalf of the said Company, and for the purposes herein.

AND WHEREAS H. E. Pawson, Manager of the Ottawa-Montreal Power Company Limited, has, by a Resolution passed at the City of Montreal, in the Province of Quebec, on the 17th day of December, A.D., 1926, been authorized to also execute these presents on behalf of the said Company and for the purposes herein.

20 NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Eighteen Thousand Dollars (\$18,000.00) of lawful money of Canada, now paid by the Grantees herein to the Grantors herein (the receipt whereof is hereby acknowledged) DO GRANT AND CONVEY unto the Grantees herein in fee simple, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Town of Vankleek Hill, in the County of Prescott and Province of Ontario, and being composed FIRSTLY: Of Town Lot Number Thirty-four (34) in Block "G" lying on the east side of Home Avenue in the said Town of Vankleek Hill, as
30 laid down on the map or plan of the said Town of Vankleek Hill, made by E. T. Wilkie, Esquire, O.L.S., and filed in the Registry Office for the said County of Prescott on the 18th day of April A.D., 1898 under Number Thirty-five (35), and SECONDLY: Of a part of Town Lot Number Thirty-six (36) in Block "G" on the East side of Home Avenue in the said Town of Vankleek Hill, described as follows, that is to say:—Commencing at the South West Corner or angle of said Lot Number Thirty-six (36), thence Northerly along the Westerly side line of said Lot a distance of Sixty-nine (69) feet, thence Easterly parallel with the Southerly side line of said Lot to the Easterly side line of said Lot, thence Southerly along the Easterly side line of said Lot to the South East Corner or angle of said Lot, and thence Westerly along the Southerly side line of said Lot to the South West Corner or angle of said Lot, being the place of beginning, which said Lot is laid down on the map or plan of said Town made by E. T. Wilkie, Esq., O.L.S., and filed in the Registry Office for the said County of Prescott on the 18th day of April A.D.,
40 1898 under Number Thirty-five (35).

*In the
Superior Court*
Exhibit D-148.
Deed of Sale,
Vankleek Hill
Electric Co. to
Ottawa-Montreal
Power Co.,
Dec. 30th, 1926.
(continued)

Together with all assets other than cash, bonds, securities, accounts receivable, Company's charter, stock certificate books, minute books, books of accounts, one Royal Typewriter, office stationery and supplies which are retained and remain in the possession of the Grantors the Vankleek Hill Electric Company Limited.

10 The said assets comprising the good will of the business of the said Grantors, the exclusive right to represent the Grantors as carrying on the same in addition to and in succession of the Grantors, and the right to use any other words indicating that the business is so carried on; the distribution system, as now constructed, for the purpose of serving the inhabitants of the Corporation of the Town of Vankleek Hill and environments with electric power, together with all transformers, meters, lightning arresters and all other devices or accessories in connection therewith; all the plant, machinery, furniture and effects, tools, implements, goods, merchandise, etc., owned by the Grantors or to which the Grantors herein are entitled in connection with the said business; and existing contracts and engagements to which the Grantors are entitled in their said business, 20 and with the full benefit thereof; all the freehold and leasehold and all moveable and immoveable property of the Grantors; all water powers, rights, franchises and licenses which the Company may own or be legally entitled to.

TO HAVE AND TO HOLD the same unto the said Grantees their successors and assigns to and for their sole and only use forever.

30 AND the said Grantors COVENANT with the said Grantees that they will execute such further assurances of the said lands and assets as may be requisite.

AND the said Grantors COVENANT with the said Grantees that they have done no act to encumber the said lands and assets.

AND the said Grantors RELEASE to the said Grantees all their claims upon the said lands and assets hereinbefore mentioned or to which they are legally entitled and are hereby intended to be sold.

40 Together with certain privileges accorded by the Grantees herein to J. A. Robertson, Esquire, of the Town of Vankleek Hill, in the County of Prescott, subject to certain conditions, the whole of which is particularly described, mentioned and explained in a certain written undertaking of even date executed in favour of the said J. A. Robertson by the Officers of the Ottawa-Montreal Power Company Limited, instead of having same included in these presents, which is in accordance with a certain agreement arrived at, for that purpose, by the parties herein.

In the
Superior Court
Exhibit D-148.
Deed of Sale,
Vankleek Hill
Electric Co. to
Ottawa-Montreal
Power Co.,
Dec. 30th, 1926.
(continued)

IN WITNESS WHEREOF the said parties hereto have here-
unto set their hands and seals.

J. A. ROBERTSON
For the Vankleek Hill Electric
Company Limited.

(SEAL)

10

H. E. PAWSON
For the Ottawa-Montreal Power
Company Limited.

(SEAL)

SIGNED, SEALED AND DELIVERED
in the presence of

AUORE THEORET
As to the signature of J. A. Robertson

20

AUORE THEORET
As to the signature of H. E. Pawson

Lock Box 19

Telephone 38

THE VANKLEEK HILL ELECTRIC COMPANY, LIMITED

J. A. ROBERTSON, Manager

30

Vankleek Hill, Ont., 192

Moved by D. S. McInnes, seconded by Charles N. Robertson,
that the shareholders of this Company accept the offer of the Ottawa-
Montreal Power Company Limited of eighteen thousand dollars
(\$18,000.00) cash in purchase of all the assets of this Company ex-
cepting cash on hand and in bank, bonds, stocks and securities, ac-
counts receivable, Ontario charter, stock certificate books, minute
books, books of accounts, Royal typewriter, office stationery and sup-
plies, and that our President, J. A. Robertson, be and is hereby
40 authorized to sign all necessary deeds and papers, and to accept pay-
ment and settlement in his name, to complete the transfer to the
Ottawa-Montreal Power Comany Limited.—Carried unanimously.

I hereby certify that the foregoing is a correct extract from the
minutes of a regularly called meeting of the shareholders of The
Vankleek Hill Electric Company Limited held on December the
twenty-fifth nineteen hundred and twenty six, at which holders of

*In the
Superior Court*
Exhibit D-148.
Deed of Sale,
Vankleek Hill
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Power Co.,
Dec. 30th, 1926.
(continued)

eighty three (83) of the eighty eight (88) issued shares of the Company's stock were present and voted.

E. M. ROBERTSON,
Secretary-treasurer.

Dated at Vankleek Hill, Ontario.
December 27th, 1926.

(SEAL)

10 Stamped at bottom in clock dial:

Received Jan. 5, 1927.

Extract from Minutes of Meeting of Board of Directors of
OTTAWA-MONTREAL POWER COMPANY, LIMITED, duly
called and held on Tuesday, November 23rd, 1926, at Montreal, Que.

20 It was moved, seconded and RESOLVED:

“ That Mr. H. E. Pawson be and he is hereby authorized for and in the name of and on behalf of this Company, to purchase from the Vankleek Hill Electric Co. Limited, Vankleek Hill, Ont., all of its fixed assets (exclusive of liquid assets and liabilities) for the price and sum of Eighteen Thousand Dollars (\$18,000) and to sign such deeds, documents and things as are necessary to give effect to this purchase.”

CERTIFIED A TRUE EXTRACT

30

L. C. HASKELL,
Secretary.

(SEAL)

Stamped on back of Exhibit:

Canada
Province of Ontario
County of Prescott

40 TO WIT:

I, Aurore Théoret, of the Town of Vankleek Hill, in the County of Prescott, Stenographer, make oath and say:—

1o. That I was personally present and did see the within Instrument and Triplicate thereof duly signed, sealed and executed by J. A. Robertson and H. E. Pawson, two of the parties thereto.

*In the
Superior Court*
Exhibit D-148.
Deed of Sale,
Vankleek Hill
Electric Co. to
Ottawa-Montreal
Power Co.,
Dec. 30th, 1926.
(continued)

20. That the said Instrument and Triplicate were executed at the Town of Vankleek Hill, in the County of Prescott.

30. That I know the said parties.

40. That I am a subscribing witness to the said Instrument and Triplicate.

AURORE THEORET.

10 SWORN before me at the Town of Vankleek Hill, in the County of Prescott, this 30th day of December A.D., 1926.

R. LABROSSE,
A Commissioner, &c.

20 I certify that the within instrument is duly entered and registered in the Registry Office for the Registry Division of the County of Prescott in Book 156 for the Town of Vankleek Hill at ten o'clock a.m. of the 31st day of December, A.D. 1926, Number 1968.

H. M. MOONEY, Registrar.

*In the
Superior Court*
Exhibit D-149.
Deed of Sale,
Corporations of
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.

EXHIBIT D-149

30 DEED OF SALE, CORPORATIONS OF HUDSON HEIGHTS AND HUDSON TO OTTAWA-MONTREAL POWER CO.,
JULY 12, 1927

On this twelfth day of July, one thousand nine hundred and twenty-seven.

BEFORE M^{RE} JOSEPH NAPOLEON LEGAULT, the undersigned Notary Public in and for the Province of Quebec, residing at Vaudreuil, in the District of Montreal;—

40 CAME AND APPEARED:—

The Corporations of the Villages of Hudson Heights and Hudson, two bodies politic and corporate, having their place and business in their respective villages in said district, hereto represented and herein acting as regards the municipality of Hudson Heights by W. E. J. Luther, Mayor, and E. A. Lancey, secretary-treasurer, and as regards the village of Hudson by Joseph Wilson, Mayor, and N. J. P. Stephenson, secretary-treasurer, and duly

*In the
Superior Court*
Exhibit D-149.
Deed of Sale,
Corporations of
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.
(continued)

authorized for and to the effect hereof by By-Laws of the said Corporations, bearing Nos. 52 and 4, passed and adopted by the Municipal councils of the said villages at meetings of the councils held on the twentieth and twenty-first day of June last (1927) duly approved according to law, a certified copy of which By-Laws remain hereto annexed to form part hereof after having been signed and acknowledged by the parties hereto and us, said Notary, ne varietur; the said villages of Hudson and Hudson Heights being hereinafter called the "Municipality",

10

Party of the First Part,

AND

Ottawa-Montreal Power Company Limited, a body politic and corporate, duly incorporated, having its head office and principal place of business in the City and District of Montreal, hereto represented and herein acting by H. E. Pawson, General Manager, and L. C. Haskell, secretary-treasurer, duly authorized for and to the effect hereof, by resolution of the Board of Directors of said Company, passed and adopted at a general meeting held on the twentieth day of June, one thousand nine hundred and twenty-seven, a certified copy whereof remains also hereto annexed to form part hereof after being signed and acknowledged by the parties hereto and us, said Notary, ne varietur; the said Ottawa-Montreal Power Company Limited being hereinafter called the "Company",

20

Party of the Second Part.

The said parties have covenanted and agreed between themselves in the following manner, to wit:

30

1. In consideration of the sum of Twenty-two thousand dollars (\$22,000.00), receipt whereof is hereby acknowledged, and subject to the following terms and conditions which both parties agree to fulfill, the Municipality hereby sells, transfers and gives possession of to the Company, all its electrical equipment, including all pole lines and attachments thereto, meters, transformers, stock of electrical materials on hand, tools and equipment used for the construction and maintenance of the electrical plant and any other electrical equipment used for the generation and distribution of electricity now the property of the Municipality, together with the current records of meters. The whole as a going concern, free of all encumbrances, with the right to the Company to operate and extend said plant as it may deem fit wherever and whenever required for these purposes, but subject to any rights existing under previous by-laws and contracts in favour of other persons or companies.

40

This sale includes any and all extensions of the system which may extend outside the limits of the municipalities.

*In the
Superior Court*
Exhibit D-149.
Deed of Sale,
Corporations of
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.
(continued)

10 2. The Company shall be given possession of the plant on the day when the next regular monthly reading of the meters of the consumers would be and is made, subsequent to the execution of this agreement, or on such earlier day, convenient to both parties as the said meters can be read, from which date all of the revenue shall belong to the Company, who shall thereafter pay all the expenses of operation. The last reading of the meters shall be made on this date by the representative of the Municipality, who will be accompanied by a representative of the Company, and the result shall be accepted by both parties as a final basis of settlement.

20 3. The Party of the Second Part agrees to assume the liability of the Party of the First Part in respect to any contracts entered into by the Municipality with consumers, whereby the Municipality has agreed to reimburse, in accordance with the terms of the contracts and at the times specified therein, to the said consumers amounts expended by them in construction of extensions to the transmission system of the Municipality, the amounts expended by the said consumers being listed on the attached sheet, which sheet is certified by the Party of the First Part and initialled by the parties for identification.

30 4. It is agreed and understood that the attached printed forms of contracts of the Ottawa-Montreal Power Company Limited marked by letters A-B-C-D-E-F-G shall be annexed hereto and form part of this contract so long as they are not so construed as to conflict with or alter this contract in any particular, and that this contract or agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Thus done and passed at the said village of Hudson Heights under number nine thousand two hundred and fifty-nine of the undersigned Notary and signed by said Municipality, acting and represented as aforesaid, on this date, and by the said Company, also as represented as aforesaid, at said City of Montreal, the whole with and in the presence of us, Notary, after due reading.

40

(Signed) W. E. J. LUTHER,
Mayor of Hudson Heights.

“ E. A. LANCEY,
Secy.-Treas. of Hudson Heights.

“ J. WILSON, Mayor, Hudson.

“ H. J. P. STEPHENSON,
Secy.-Treas. of Hudson.

*In the
Superior Court*
Exhibit D-149.
Deed of Sale,
Corporations of
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.
(continued)

(Signed) H. E. PAWSON,
Ottawa-Montreal Power Co. Ltd.
General Manager.

“ L. C. HASKELL, Secretary.

“ J. N. LEGAULT, Notaire.

10 True copy of the original hereof remaining of record in my office.
Five words and two letters struck out null.

J. N. LEGAULT,
Notaire.

MUNICIPALITY OF THE VILLAGE OF HUDSON HEIGHTS

20 BY-LAW No. 52

At a special meeting of the Council held in the Masonic Temple, Hudson Heights, on June 20th, 1927, at which were present Mayor W. E. J. Luther and Councillors J. A. Hodgson, Geo. Milligan, A. W. Mullan, F. E. Thompson and H. J. Wilson, forming a quorum, the following by-law (By-Law No. 52) was read and enacted, notice of the moving of the said By-Law having been duly given at the next preceding meeting of the Council held on June 6th, 1927:

30 Whereas it is in the interest of the said Municipality, its residents and inhabitants, that provision should be made for a supply of electric current for light, heat, motive power, and all other purposes, within the limits of the Municipality;

And whereas proposals have been made by the Ottawa-Montreal Power Company Limited for a supply of electricity for such purposes, and it is in the interests of all concerned that arrangements should be made with that Company;

40 Thereof the Council of the said Municipality of the village of Hudson Heights decrees and enacts as follows:

ARTICLE 1

That the said Municipality of the village of Hudson Heights enter into a contract with the said Ottawa-Montreal Power Company Limited, according to the terms and conditions of the printed and

*In the
Superior Court*
Exhibit D-149.
Deed of Sale,
Corporations of
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Power Co.,
July 12th, 1927.
(continued)

written contracts which form part hereof and are incorporated herein, and subject to any and all rights existing under previous by-laws and contracts in favor of other persons or companies.

ARTICLE 2

10 The present By-Law shall come into force after being passed by the Council and at the expiration of fifteen days from the date on which it is promulgated and the Mayor, W. E. J. Luther, and the secretary-treasurer, E. A. Lancey, are hereby authorized and directed to sign and execute a contract with the said Ottawa-Montreal Power Company Limited to carry into effect the terms of this By-Law.

Given at Hudson Heights this twenty-third day of June, 1927.

(Signed) W. E. J. LUTHER, Mayor.
“ E. A. LANCEY, Secretary-Treasurer.

True copy.

20

(Signed) E. A. LANCEY,
Secretary-Treasurer.

Signed ne varietur by M. W. E. J. Luther, Mayor of Hudson Heights; M. E. A. Lancey, secretary-treasurer, and J. N. Legault, the undersigned notary, on this twelfth day of July, one thousand nine hundred and twenty-seven, as being the authentic copy of the By-Law referred to in the deed of sale executed this day and granted by the Corporations of the villages of Hudson and Hudson Heights and signed also by the officers of Ottawa-Montreal Power Co. Limited.

30

(Signed) W. E. J. LUTHER
“ E. A. LANCEY
“ H. E. PAWSON
“ L. C. HASKELL
“ J. N. LEGAULT, Notaire.

True copy.

J. N. LEGAULT,
Notaire.

40

BY-LAW No. 4

CORPORATION OF THE VILLAGE OF HUDSON

At a regular session of the Municipal Council of the village of Hudson held at the Town Hall on Tuesday the 21st day of June, 1927, there were present: Mayor Wilson and Councillors Stephenson, Wilson, Labre, Mallette, Labre and Séguin.

*In the
Superior Court*
Exhibit D-149.
Deed of Sale,
Corporations of
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.
(continued)

It was ordained and resolved by By-Law of this Council in accordance with a notice of a motion given Monday, June 6th, as follows:

BY-LAW No. 4

Canada
Province of Quebec
Municipality of Village of Hudson

10 Whereas it is in the interest of the said Corporation, its residents and inhabitants, that provision should be made for a supply of electric current for light, heat, motive power and all other purposes within the limits of the municipality.

And whereas proposals have been made by the Ottawa-Montreal Power Company Limited for a supply of electricity for such purposes and it is in the interests of all concerned that arrangements should be made with that company;

20 Therefore the Council of the said Corporation of the village of Hudson decrees and enacts as follows:

ARTICLE 1

30 That said municipality of Village of Hudson enter into a contract with the said Ottawa-Montreal Power Company Limited according to the terms and conditions of the printed and written contract, which forms part hereof and is incorporated herein, and subject to any and all rights existing under previous by-laws and contracts in favor of other persons or companies.

ARTICLE 2

40 The present By-Law shall come into force after being passed at the Council and at the expiration of fifteen days from the date on which it is promulgated and the Mayor, Joseph Wilson, and the secretary-treasurer, H. J. P. Stephenson, are hereby authorized and directed to sign and execute a contract with the said Ottawa-Montreal Power Company Limited, to carry into effect the terms of this By-Law.

Given at Hudson this 21st day of June, 1927.

(Signed) J. WILSON, Mayor.
" H. J. P. STEPHENSON, Sec.-Treasurer.

True copy.

(Signed) H. J. P. STEPHENSON,
Sec.-Treas.

*In the
Superior Court*

Exhibit D-149.
Deed of Sale,
jo suonissiodio
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.
(continued)

Signed ne varietur by M. J. Wilson, Mayor, and M. H. J. P. Stephenson, secretary, of the village of Hudson and the undersigned notary this twelfth day of July, one thousand nine hundred and twenty-seven, as being the By-Law referred to in the deed annexed hereto bearing date of this day under No. 9259 of the original minutes of the undersigned notary and signed also by the officers of Ottawa-Montreal Power Co. Limited.

10 (Signed) J. WILSON
 “ H. J. P. STEPHENSON
 “ H. E. PAWSON
 “ L. C. HASKELL
 “ J. N. LEGAULT, Notaire.
 True copy. J. N. LEGAULT,
 Notaire.

OTTAWA-MONTREAL POWER COMPANY LIMITED

20 Certified true copy of Resolution passed by the Directors of the Ottawa-Montreal Power Company Limited at Montreal, on June 20th, 1927.

Resolved:—

30 “ That Mr. Herbert E. Pawson, General Manager, and Mr. Lewis C. Haskell, secretary, be and they are hereby authorized to sign for and in the name of and on behalf of this Company, over the seal of the Company, the agreement of purchase from the Corporation of the villages of Hudson and Hudson Heights of the Province of Quebec of the Municipal electric light plant, including lines and electrical equipment, as more fully set forth in the draft agreement, with such modifications as may be deemed by them expedient and necessary.”

Certified a true copy.

(Signed) L. C. HASKELL,
Secretary.

40 Signed ne varietur by M. Herbert E. Pawson, M. Lewis C. Haskell and the undersigned notary on this twelfth day of July, one thousand nine hundred and twenty-seven, as being the resolution referred to in the deed hereto annexed executed before the undersigned notary this day.

(Signed) H. E. PAWSON
 “ L. C. HASKELL
 “ J. N. LEGAULT, Notaire.
 True copy. J. N. LEGAULT,
 Notaire.

*In the
Superior Court*

Exhibit D-149.
Deed of Sale,
Corporations of
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.
(continued)

OTTAWA-MONTREAL POWER COMPANY LIMITED

Head Office Coristine Building
Montreal

June 22nd, 1927.

10 List of obligations to which the Municipality of the village of Hudson Heights is committed on account of extensions to the distribution system and which particularly will be observed by the Ottawa-Montreal Power Company Limited, in accordance with the conditions set forth in clause 3 of the deed of sale attached herewith.

Name	Amount	CONDITIONS
Dr. C. W. Vipond	85.00	To be refunded when there are sufficient customers connected to the said line to justify the Municipality having constructed the same.
Mr. Robert Wilson	10.80	
Dr. Georgina McBain	252.04	
Mr. W. A. Day	20.30	
20 Mr. Jos. Wilson	40.44	

(Signed) OTTAWA-MONTREAL POWER CO. LIMITED
" H. E. PAWSON, General Manager.

Signed for identification by M. W. J. E. Luther, Mayor, E. A. Lancey, secretary-treasurer of the village of Hudson Heights, and M. Joseph Wilson, Mayor, and H. J. P. Stephenson, secretary-treasurer of the village of Hudson and the undersigned notary on this twelfth day of July, 1927.

30 (Signed) W. E. J. LUTHER
" E. A. LANCEY
" J. WILSON
" H. J. P. STEPHENSON
" L. C. HASKELL
" J. N. LEGAULT, Notaire.

True copy.

J. N. LEGAULT,
Notaire.

(Schedules annexed to above Deed not printed.)

40 Certified True Extract from Minutes of Meeting of Board of Directors of the OTTAWA-MONTREAL POWER COMPANY LIMITED, duly called and held at Room 330, Coristine Building, Montreal, Que., on Friday, January 28th, 1927, at the hour of 3 o'clock P.M.:—

IT WAS MOVED, SECONDED AND RESOLVED:—

*In the
Superior Court*
Exhibit D-149.
Deed of Sale,
Corporations of
Hudson Heights
and Hudson to
Ottawa-Montreal
Power Co.,
July 12th, 1927.
(continued)

“ That Mr. H. E. Pawson be and he is hereby authorized for and in the name of and on behalf of this Company to purchase from Mr. K. Marston, the transmission and distribution system in L’Orignal, Ontario, for the price and sum of Six Thousand Dollars (\$6,000.00), and to sign such deeds, documents and things as are necessary to give effect to this purchase.”

Certified True Extract.

L. C. HASKELL,
Secretary.

10

(SEAL)

*In the
Superior Court*

EXHIBIT D-150

Exhibit D-150.
Deed of Sale,
K. Marston to
Ottawa-Montreal
Power Co.,
Feb. 1st, 1927.

DEED OF SALE, K. MARSTON TO OTTAWA-MONTREAL
POWER CO., FEBRUARY 1, 1927.

20

MEMORANDUM OF AGREEMENT made this first day of
February, One thousand nine hundred and twenty-seven,

BY AND BETWEEN:

KOSSUTH MARSTON, of the Municipality of
L’Orignal, in the Province of Ontario;
Hereinafter called the “ Vendor ”

30

PARTY OF THE FIRST PART:

A N D :

OTTAWA-MONTREAL POWER COMPANY
LIMITED a body politic and corporate, duly
incorporated, having its head office and principal
place of business in the City and District of Mont-
real; herein acting by HERBERT E. PAWSON,
the General Manager, and hereunto duly author-
ized for the purposes hereof,

40

Hereinafter called the “ Purchaser ”

PARTY OF THE SECOND PART:

W H E R E A S the Vendor is the owner of a transmission line
from Hawkesbury to L’Orignal, and a distribution system in the
Village of L’Orignal, and has been carrying on business supplying
electrical energy to the inhabitants of said Village of L’Orignal;

*In the
Superior Court*
Exhibit D-150.
Deed of Sale,
K. Marston to
Ottawa-Montreal
Power Co.,
Feb. 1st, 1927.
(continued)

AND WHEREAS the Vendor is desirous of selling said Transmission line and distribution system, and transferring to the Purchaser all his right therein, and the Purchaser is desirous of purchasing the same on the terms and conditions hereinafter mentioned.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH,
AND THE PARTIES HERETO AGREE AS FOLLOWS:—

10 That in consideration of the premises and the sum of Six Thousand Dollars (\$6,000) now paid by the Purchaser to the Vendor, (the receipt of which is hereby acknowledged), the Vendor hereby sells, transfers and makes over unto the Purchaser, all the assets now owned by him and used in connection with the supplying of electricity to the inhabitants of L'Orignal, and, without limiting the generality of the foregoing, the following:—

20 (a) Transmission Line from Hawkesbury to L'Orignal and Distribution System in the Village of L'Orignal, together with the street lighting system, poles, transformers, meters, &c. enumerated and described in Schedule "A" to this Agreement.

(b) The good-will of the electric light and power business heretofore carried on by the Vendor in the Municipality of L'Orignal and the exclusive right to represent the Vendor as carrying on the same.

(c) The full benefit of all pending contracts and agreements to which the Vendor is entitled in connection with the said business.

30 The Purchaser will take over the said assets as on February 1st, 1927, from which date the Purchaser will be deemed, for all legal purposes, to be in possession thereof.

40 The Vendor warrants that the said assets are free from encumbrances of any kind whatsoever, and that there are no claims, actions or other proceedings against the same, or any debts or liabilities other than those contained in the Statement marked " B " attached hereto, for the payment of which the Purchaser has retained a sufficient amount out of the aforesaid purchase price of \$6,000.

The Vendor further agrees that it will from time to time, and as often as required, make, do and execute all such further acts, deeds, matters and things as may be reasonably advised or required by the Purchaser, whether for the more effectual and complete vesting in the Purchaser of the assets hereby sold, or for the purpose of

*In the
Superior Court*
Exhibit D-150.
Deed of Sale,
K. Marston to
Ottawa-Montreal
Power Co.,
Feb. 1st, 1927.
(continued)

registration or otherwise, and that further he will indemnify the Purchaser against all claims, actions or other proceedings with respect to the said assets, or against any debts or liabilities in connection therewith.

These Presents shall be binding upon and enure to the benefit not only of the parties hereto respectively according to the tenor thereof, but also their respective successors and assigns.

10 IN WITNESS WHEREOF the Parties hereto have signed these presents on the date hereinabove first written.

KOSSUTH MARSTON

OTTAWA-MONTREAL POWER COMPANY LIMITED

H. E. PAWSON
General Manager.

20 Signed, sealed and delivered
in the presence of:
JOSEPH J. BATES.

“A”

30 Transmission line from Hawkesbury to L'Original, No. 4 copper,
approximately 4 miles in length.

Distribution system in Village of L'Original, approximately 4 miles.

Street lighting circuits and fixtures.

Number of poles included in both transmission and distribution
lines approximately 450.

40 Number of transformers—10. Total of 50 K. V. A.

Number of meters 10 amps—80.

K. M.
H. E. P.

“ B ”

*In the
Superior Court*

Exhibit D-150.
Deed of Sale,
K. Marston to
Ottawa-Montreal
Power Co.,
Feb. 1st, 1927.
(continued)

STATEMENT showing names and addresses of all Creditors
of KALEB MARSTON—

Name of Creditors	Post Office Address	Nature of Indebtedness	Amount	When Due
10	None.			

I, KOSSUTH MARSTON, of the Municipality of L'Original, in the Province of Ontario, do solemnly declare that the above is a true and correct statement of names and addresses of all my creditors, and shows correctly the amount of indebtedness or liability due, owing, payable and accruing due, or to become due and payable by me to each of said creditors.

20 And I make this Solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

KOSSUTH MARSTON

DECLARED before me at
L'Original, this first day of
February, A.D. 1927.

30 H. W. LAWLOR,
A Commissioner, etc.

CANADA
Province of Ontario
County of Prescott,
TO WIT:—

I, JOSEPH JAMES BATES of the town of
Hawkesbury in the County of Prescott, Man-
ager MAKE OATH AND SAY:—

40 1. THAT I was personally present and did see the within Bill of Sale duly signed, sealed and executed by Kosouth Marston and Herbert E. Pawson two of the parties thereto.

2. THAT I know the said parties and that the name Joseph J. Bates set and subscribed as a witness thereto is of the proper handwriting of me this deponent.

*In the
Superior Court*
Exhibit D-150.
Deed of Sale,
K. Marston to
Ottawa-Montreal
Power Co.,
Feb. 1st, 1927.
(continued)

3. THAT the said Bill of Sale was executed at the town of L'Original in the County of Prescott on Tuesday the First day of February A.D. 1927.

SWORN before me at the town of Hawkesbury in the County of Prescott this first day of February A.D. 1927.

JOSEPH J. BATES

10 H. W. LAWLOR,
A Commissioner, etc.

EXHIBIT D-151

*In the
Superior Court*
Exhibit D-151.
Deed of Sale,
Argenteuil
Lumber Co. to
Gatineau Electric
Light Co. Limited,
March 5th, 1930.

DEED OF SALE, ARGENTEUIL LUMBER CO. TO GATINEAU
ELECTRIC LIGHT CO. LIMITED, MARCH 5, 1930

20 MEMORANDUM OF AGREEMENT made in duplicate at the Village of Morin Heights in the Province of Quebec this (5th) Fifth day of March 1930.

BETWEEN:

30 THE ARGENTEUIL LUMBER COMPANY, a body corporate herein acting and represented by Joseph E. Seale, its President, to these presents duly authorized by virtue of a resolution of its Board of Directors on the 18 day of January 1930, certified copy whereof is annexed to these presents, said Company being hereinafter referred to as the "Lumber Company",

OF THE FIRST PART,

AND:

40 GATINEAU ELECTRIC LIGHT COMPANY LIMITED, a body corporate herein acting and represented by G. Gordon Gale, its Vice President, said Company being hereinafter referred to as the "Electric Company",

OF THE SECOND PART.

WITNESSETH:

1. THAT the Lumber Company hereby sells, transfers, makes over and delivers unto the Electric Company, present and accepting, all the said Lumber Company's electrical distribution system as pre-

*In the
Superior Court*

Exhibit D-151.
Deed of Sale,
Argenteuil
Lumber Co. to
Gatineau Electric
Light Co. Limited,
March 5th, 1930.
(continued)

sently constituted serving the Village and District in and around Morin Heights in the Province of Quebec, and without limiting the generality of the foregoing all poles, wires, transformers, cutouts, arresters and meters, together with all apparatus and appliances accessory to or forming part of the said system, including the goodwill thereof, but not including the generating equipment actually in the mill of the said Lumber Company.

10 2. THE Lumber Company declares and warrants that there are no liens or charges existing against the property sold herein and also warrants the Electric Company against all taxes which might be levied against the said properties to the date hereof.

3. THE said Lumber Company further agrees to take at the rates which may now or from time to time be in force electric current from the Electric Company in all the premises owned and occupied by it and in all the premises occupied by its employees, including the store and house owned by Mr. Joseph E. Seale.

20 AND the Lumber Company guarantees that the revenue obtained by the Electric Company from the current supplied to the above described premises for lighting, cooking and appliances, including electric motors, of a force up to but not greater than three (3) horse power, shall not be less than five hundred dollars (\$500.00) each year for the two years reckoned from Aug. 5th, 1929.

30 THE accounts for the various premises referred to in this Paragraph 3 will be carried on the Electric Company's ledgers for the Village of Morin Heights under account numbers:—

	Building	Account	Building	Account
	No. 28 —	4c-1891	No. 76	} 4c-0071
	No. 40 —	4c-1781	No. 77	
	No. 43 —	4c-1771	No. 78	
		4c-1761	No. 79	
	No. 45 —	4c-1561	No. 80	
		4c-1571	No. 81	} 4c-0171
	No. 47 —	4c-1731	No. 93 —	
40	No. 60 —	4c-1651		4c-0181
	No. 63 —	4c-1521	No. 95 —	4c-0231
		4c-1511	No. 96 —	4c-0241
			No. 111 —	4c-0451
			No. 141 —	4c-0731
				4c-0741
			No. 162 —	4c-0831
			No. 164 —	4c-0851

*In the
Superior Court*
Exhibit D-151.
Deed of Sale,
Argenteuil
Lumber Co. to
Gatineau Electric
Light Co. Limited,
March 5th, 1930.
(continued)

THE said various premises are indicated by red squares on the plan attached to the present agreement and signed by the parties for identification. Unwired houses now owned by the Lumber Company but not included in the above list will be added to this list when, as, and, if, electricity is supplied to such houses, and the revenue derived from the electricity consumed shall be included in the revenue applicable against the guaranteed amount of \$500.00 (Five hundred dollars).

10 The Electric Company agrees to furnish the Lumber Company with a monthly statement of the revenue collected for electricity consumed in the premises hereto described.

20 4. THE parties agree that all meters upon the distribution system generally have been read as of date August 5th, 1929, and that the amounts due for current up to such reading are the property of the Lumber Company, and for current consumed thereafter are the property of the Electric Company, the parties mutually discharging each other from all claims in connection with such reading or the adjustment or collection of customers accounts arising therefrom.

30 5. THE present sale is made for and in consideration of the price and sum of Three Thousand four hundred and fifty dollars (\$3,450.00) on account of which the Lumber Company acknowledges to have received the sum of Two thousand dollars (\$2,000.00) at or previous to the signing of these presents, whereof quit for so much, and as to the balance, namely, the sum of One thousand four hundred and fifty dollars (\$1450.00) it is agreed that the same shall be re-
40 tained by the Electric Company for a period of two years from the fifth of August, 1929, as security for the fulfillment of the Lumber Company's guarantee in respect of revenue derivable from the Electric service referred to in paragraph 3 hereof, and on the understanding that the Electric Company shall have the right to deduct and retain from the said balance of price at the end of the first and second years respectively, any amount by which its receipts under such guaranteed service falls below the said sum of five hundred dollars (\$500.00) for each of said two years individually, and the balance remaining at the end of the said two years shall then be paid by the Electric Company to the Lumber Company. The balance payable to the Lumber Company shall bear interest at the rate of 4% per annum from August 5th, 1929.

6. THE Electric Company's records of current consumed and paid for in respect of the guaranteed service referred to in 3 hereof shall be final between the parties.

*In the
Superior Court*

Exhibit D-151.
Deed of Sale,
Argenteuil
Lumber Co. to
Gatineau Electric
Light Co. Limited,
March 5th, 1930.
(continued)

IN WITNESS WHEREOF the parties have signed these presents on the day and date first herein mentioned.

THE ARGENTEUIL LUMBER COMPANY.

Per: JOSEPH E. SEALE, Pres.

GATINEAU ELECTRIC LIGHT COMPANY LIMITED.

Per: G. GORDON GALE.

10 WITNESSES:

As to signature of Argenteuil
Lumber Company:

J. N. BINKS
ALAN BROWN

WITNESSES:

20 As to Gatineau Electric Light
Company Limited:

J. N. BINKS
ALAN BROWN

Stamped in margin of Exhibit:

Recommended and approved by J.S.P., J.N.B., T.R.K., J.N.B.,
A.B.

30 Province of Ontario
County of Carleton
To Wit:

I. Alan Brown, of the City of Ottawa, in the
County of Carleton, Province of Ontario,

MAKE OATH AND SAY:

- 40 (1) THAT I was personally present and did see the annexed agreement and duplicate duly signed and executed by Joseph E. Seale on behalf of The Argenteuil Lumber Company, and by G. Gordon Gale on behalf of Gatineau Electric Light Company Limited, the parties thereto.
- (2) THAT I know the said parties.

*In the
Superior Court*

Exhibit D-151.
Deed of Sale,
Argenteuil
Lumber Co. to
Gatineau Electric
Light Co. Limited,
March 5th, 1930.
(continued)

(3) THAT the said agreement and duplicate were executed at the City of Montreal, in the County of Hochelaga and Province of Quebec.

(4) THAT I and J. R. Binks are the subscribing witnesses to the said agreement and duplicate.

ALAN BROWN.

10 SWORN before me at the City of Ottawa
in the Province of Ontario this 13th day
of Novr., 1931:

WENTWORTH GREENE
A Notary Public, Ontario.

(SEAL)

Stamped in margin of Exhibit:

REGISTRY OFFICE OF THE COUNTY OF ARGENTEUIL

20 I certify that this document was enregistered in this Office at 11
o'clock a.m. on the 14 day of November, one thousand nine hundred
and thirty-one, in Register B, Vol. 55, Page , No. 44641.

G. T. CALDER,
Deputy Registrar.

*In the
Superior Court*

30 Exhibit D-152.
Deed of Sale,
Dame V. Senecal to
Gatineau
Power Co.,
Nov. 17th, 1931.

EXHIBIT D-152

DEED OF SALE, DAME V. SENECALE TO GATINEAU
POWER CO., NOVEMBER 17, 1931

(SEAL)

BEFORE Mtre. GEORGE CARLYLE MARLER the under-
signed Public Notary for the Province of Quebec practising at the
City of Montreal,

40 A P P E A R E D:

DAME VIRGINIE SENECALE of the Village of St. Jovite in
the Province of Quebec, widow of the late JOSEPH VAN-
CHESTEING in his lifetime of the same place, Manufacturer,
herein acting and represented by EMILE VANCHESTEING of the
Town of Mont-Laurier Garage Keeper and ZEPHIRIN VAN-
CHESTEING of the Town of St. Jovite Manufacturer, her At-

*In the
Superior Court*
Exhibit D-152.
Deed of Sale,
Dame V. Senecal to
Gatineau
Power Co.,
Nov. 17th, 1931.
(continued)

tornies duly constituted under a Power of Attorney executed before I. Coupal, Notary on the Second day of November instant (1931),

The said Dame Virginie Senecal being hereinafter called " the Vendor "

W H I C H said Vendor hath by these presents sold, transferred and conveyed with warranty,

10 U N T O

GATINEAU POWER COMPANY a corporation having its head office at the City of Montreal herein acting and represented by JOHN R. BINKS, its Secretary, and hereunto duly authorized as he declares,

The said Gatineau Power Company being hereinafter called " the Purchaser "

20 hereto present and accepting:

30 All of the Vendor's electrical distribution system in and about the Village of St. Jovite and the Townships of Grandison and De Salaberry, County of Terrebonne and the Township of Clyde in the County of Labelle in the Province of Quebec including all poles, wires, lines, transformers, meters and all their accessories as constructed as at the First day of August last (1931) for the transmission and distribution of electrical power and energy (but not including the generating plant of the Vendor and that portion of line running from the said generating plant as far as but not including the house of Donat Dufour presently erected on Lot Four hundred and sixty-nine on the Official Plan and Book of Reference of the Village of St. Jovite, but with the right in favour of the Vendor to supply electricity from that portion of the line excepted from the present Sale to herself or representatives but without the right to construct further extensions to the line) and without limiting the generality of the foregoing the lines included in the present Sale may be more particularly described as follows:

40 (a) ST. JOVITE DISTRIBUTION. Wood pole lines and accessories consisting of branch lines and extensions on roads, streets and lanes and including service extensions in the Village of St. Jovite in the Township of De Salaberry in the County of Terrebonne.

(b) LINE TO THE PINES HOTEL. A line and accessories running from the southerly limits of the Village of St. Jovite in the

*In the
Superior Court*
Exhibit D-152.
Deed of Sale,
Dame V. Senecal to
Gatineau
Power Co.,
Nov. 17th, 1931.
(continued)

Township of De Salaberry in the County of Terrebonne southerly on the public highway (leading to the Village of Arundel) to Lac Maskinonge in the said Township including service extensions along its said route. (This line is constructed on the poles of the Purchaser.)

10 (c) LAC MASKINONGE. A wood line and accessories located in the County of Terrebonne and running from the road between the Villages of St. Jovite and Arundel easterly on the public highway along the northerly shore of Lac Maskinonge to Lot Number One hundred and ninety-one (191) on the Official Plan and Book of Reference of the Township of De Salaberry in the said County, thence southerly along the easterly shore of Lac Maskinonge to Lot Number One hundred and thirty-four (134) on the said Official Plan and Book of Reference, the said line being located in part upon or over Lots Numbers One hundred and thirty-four, One hundred and thirty-five and One hundred and ninety-one (134, 135 and 191) on the said Official Plan and Book of Reference, including service extensions along its said route.

20 (d) ST. JOVITE—LAC TREMBLANT. A wood pole line and accessories located in the County of Terrebonne and running from the northerly limit of the Village of St. Jovite along the main highway leading to Lacs Ouimet, Mercier and Tremblant. The said line being located in part upon or over Lots Numbers Four hundred and fifty-eight, Four hundred and sixty-nine, Five hundred and seventy-seven, Five hundred and seventy-eight and Five hundred and seventy-nine (458, 469, 577, 578 and 579) on the Official Plan and in the Book of Reference of the Township of De Salaberry in
30 the County of Terrebonne and Lots Numbers Twenty-one, Twenty-two, Twenty-three and Twenty-four (21, 22, 23 and 24) of the First Range, and Lot Number Thirty-five (35) of the Second Range and Lots Numbers Twenty-seven, Twenty-eight, Twenty-nine, Thirty and Thirty-one (27, 28, 29, 30 and 31) of the Third Range on the Official Plan and in the Book of Reference of the Township of Grandison, in the County of Terrebonne, including service extensions along the route of the said line.

40 (e) LAC OUIMET. A wood pole line and accessories located in the County of Terrebonne and running easterly from a point on the highway between the Village of St. Jovite and Lac Mercier on Lot Number Five hundred and eighty-one (581) on the Official Plan and Book of Reference of the Township of De Salaberry along a private road across Lots Numbers Five hundred and eighty-one, Five hundred and eighty-two and Five hundred and eighty-three (581, 582 and 583) on the said Official Plan to Lot Number Seventeen (17) in the First Range on the Official Plan and in the Book of

*In the
Superior Court*

Exhibit D-152.
Deed of Sale,
Dame V. Senecal to
Gatineau
Power Co.,
Nov. 17th, 1931.
(continued)

Reference of the Township of Grandison in the said County, said line including service extensions along its said route.

(f) ONONTIO CLUB. A wood pole line and accessories located in the County of Terrebonne and running from the junction of the main road between St. Jovite and Lac Mercier and a road leading to the Onontio Club, said junction being located on Lot Number Twenty-three (23) in the First Range of the Township of Grandison along said road leading to the Onontio Club, said
10 line being located in part upon or over Lots Numbers Seventeen, Eighteen, Nineteen and Twenty (17, 18, 19 and 20) in the Second Range on the Official Plan and in the Book of Reference of the Township of Grandison in said county and including service extensions along its said route.

(g) LAC MERCIER. A wood pole line and accessories located in the Counties of Terrebonne and Labelle and running from the junction of a road leading into the west side of Lac Mercier and the main highway between the Village of St. Jovite and Lac Mercier
20 to Subdivision Number Eighteen of Lot Number Two (2-18) of Range D on the Official Plan and Book of Reference of the Township of Clyde in the County of Labelle, said line being located in part upon or over Lots Numbers Thirty-five, Thirty-six and Thirty-seven (35, 36 and 37) in Range Two on the Official Plan and in the Book of Reference of the Township of Grandison in the County of Terrebonne and Subdivisions Numbers Twenty-one, Twenty-two and Twenty-four (21, 22 and 24) of Lot Number One (1) and Subdivisions Numbers Sixteen, Eighteen, Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three and Twenty-five of Lot Number
30 Two (2-16, 18, 19, 20, 21, 22, 23, 25) and Subdivision Number Fourteen of Lot Number Three (3-14) all in said Range D on the Official Plan and in the Book of Reference of the Township of Clyde in the County of Labelle said line including service extensions along its said route.

(h) CAMP KILLARNEY. A wood pole line and accessories in the County of Terrebonne and running from a road junction on Lot Number Twenty-nine (29) in Range One on the Official Plan and in the Book of Reference of the Township of Grandison in the
40 said County to Camp Killarney on Lot Number Thirty-five (35) in Range One on said Official Plan. The said line being located in part upon and over Lots Numbers Thirty, Thirty-one, Thirty-two, Thirty-three, Thirty-four B and Thirty-five (30, 31, 32, 33, 34B and 35) in Range One and Lot Number Forty-six (46) (Canadian Pacific Railway Right-of-way) all on the Official Plan and in the Book of Reference of the Township of Grandison in said County including service extensions along the route of the said line.

*In the
Superior Court*

Exhibit D-152.
Deed of Sale,
Dame V. Senecal to
Gatineau
Power Co.,
Nov. 17th, 1931.
(continued)

There are also included in the present Sale all contracts real or implied for the supply of electricity or electrical energy in any manner whatsoever to parties now connected to the said distribution system or any part thereof, and all of said contracts are as and from August First, Nineteen hundred and thirty-one hereby assigned with subrogation by the Vendor to the Purchaser.

10 There are also included in the present Sale all franchises, con-
cessions and rights including rights of way granted to the Vendor,
her auters or representatives for the use of roads or property either
public or private for the purposes of said system or for the trans-
mission, distribution and sale of electrical power and energy, all of
which are hereby conveyed by the Vendor to the Purchaser with
subrogation without warranty except as to her own acts and deeds,
and the Vendor hereby covenants that she will, upon demand of
the Purchaser, sign and execute any further deeds or documents
which may be necessary to convey by proper title to the Purchaser
the said properties or rights or any of them, including the rights in
20 any approvals or orders granted by the Quebec Public Service Com-
mission in favour of the Vendor in connection with the said dis-
tribution system.

POSSESSION.

It is agreed between the Parties that all revenue derived from
said distribution system up to midnight of the Thirty-first July,
Nineteen hundred and thirty-one, shall be the property of the
Vendor; and that the Vendor will also be responsible for all liabilities
of the said system up to the same time, and that all the revenue
30 earned by the said system from and including the First August,
Nineteen hundred and thirty-one shall belong to the Purchaser who
shall be responsible for all liabilities of the said system arising from
the operation thereof upon and after the said date of August First,
Nineteen hundred and thirty-one, and the Parties declare that pur-
suant to the Agreements in this paragraph contained meter readings
have been made and adjustments of revenues have been effected
(including flat rate contracts) which are satisfactory to both the
Parties hereto who mutually discharge each other in connection
40 therewith.

VENDOR'S WARRANTY.

The Vendor specially warrants and guarantees that the said
system, and all the property and accessories composing and included
in the same, are free and clear of all liabilities, liens and encumb-
rances of all kinds whatsoever as appears by the Vendor's Bulk Sales
Affidavit.

REGISTRY OFFICE FOR THE COUNTY OF LABELLE,
QUE., CANADA

*In the
Superior Court*

Exhibit D-152.
Deed of Sale,
Dame V. Senecal to
Gatineau
Power Co.,
Nov. 17th, 1931.
(continued)

I, the undersigned, certify that the present document has been duly registered in this office at nine o'clock A.M. this twenty-first day of the month of November, A.D. one thousand nine hundred and thirty-one, in the Register Book B, Volume 21, page 642, under number 13039.

A. DU BRUNET, Registrar.

10

EXHIBIT D-153

*In the
Superior Court*

Exhibit D-153.
Estimated Cost
of Raising
F. T. Cross'
Power House
for Operation
with Tail Water
Level 321.5.

ESTIMATED COST OF RAISING F. T. CROSS' POWER HOUSE
FOR OPERATION WITH TAIL WATER LEVEL 321.5

20

ESTIMATE OF COST OF RAISING F. T. CROSS' POWER
PLANT AT FARM POINT, QUEBEC, BY 3 FT. FOR OPER-
ATION WITH WATER LEVEL AT 321.5.

1. Adjustments to building:

Bldg. 20' x 27'—Inside dimensions 18' x 25'
Walls 1' thick.

Raise present 6" concrete roof by screw jacks—

Rent of jacks \$50

Timber 25

Labor 3 men 1 week 175

\$250

30

Raise walls 3'—90x3x1—10 cy. concrete
at \$15

150

Raise floor 3'—3x18x25 = 50 cy. concrete

27

at \$12

600

Readjusting doors and windows

50

Contingencies 15%

150

40

\$1,200

2. Adjustments to machinery:

150

3. " " penstock

100

\$1,450

June 11, 1932.

In the
Superior Court

EXHIBIT D-154

ESTIMATED REPLACEMENT AND DEPRECIATED
VALUE OF F. T. CROSS' PENSTOCK, POWER
HOUSE AND MACHINERY

FARM POINT

10 Estimate of replacement value, depreciation and present fair value of penstock between sawmill and power house and of power house building and equipment at Meach Creek, Farm Point.

	New Value	%	Present Fair Value
PENSTOCK			
30 cu. yds. concrete saddles @ \$15. per cu. yd.	\$450	35%	\$290
283 ft. 30" diameter steel penstock @ \$6.50	1,850	50%	925
4 flanged joints @ \$100.	400	50%	200
	\$2,700		\$1,415
POWER HOUSE BUILDING:			
20 Walls—40 cy. yd. @ \$15.	\$600	50%	\$300
Roof—450 s.f. @ 80c.	300	50%	180
Doors and Windows.	100	70%	70
Substructure 100 cu. yd. @ \$12.	1,200	35%	780
	\$2,260		\$1,330
POWER HOUSE MACHINERY:			
125 K.V.A.—600 r.p.m., 4,400 V Generator and exciter with spare exciter	2,000	50%	\$1,000
20" 600 r.p.m. waterwheel and governor.	2,000	50%	250
Switchboard, wiring and c.	500	50%	250
30	\$4,500		\$2,250
Total.	\$9,460		\$4,995

EXHIBIT D-155

Photograph showing disintegration of Meach Creek dam.
(See Special Exhibit Book No. IV.)

40

EXHIBIT D-156

Another photograph showing disintegration of Meach Creek dam.
(See Special Exhibit Book No. IV.)

EXHIBIT D-157

Photograph showing floor of sluiceway in Meach Creek dam.

(See Special Exhibit Book No. IV.)

10

EXHIBIT D-158

ESTIMATED REPLACEMENT AND DEPRECIATED
VALUE OF DAM AND PENSTOCK LEADING TO
SAW-MILL AT FARM POINT

FARM POINT

20 Estimate of replacement value depreciation and present fair value of dam and penstock to sawmill, at Meech Creek, Farm Point.

	New Value	% Depr.	Present Fair Value
DAM			
1,000 cu. yds. rock fill crib @ \$6.00 per cu. yd...	\$6,000	70%	\$1,800
1,400 cu. yds. rock fill @ \$2.00 per cu. yd.	2,800	70%	840
2,600 cu. yds. earth fill @ 60c. per cu. yd.	1,560		1,560
230 cu. yds. concrete @ \$15 per cu. yd.	3,450	70%	1,035
30 1,500 f.b.m. stop logs, etc. @ \$60 per M. ....	.90	50%	45
	<u>\$13,900</u>		<u>\$5,270</u>
 PENSTOCK:			
20 cu. yds. concrete saddles @ \$15 per cu. yd..	\$300	35%	\$195
209 cu. ft.—30" Diameter steel penstock @ \$6.50 per foot.	1,360	50%	680
	<u>\$1,660</u>		<u>\$875</u>
40 Total.....	\$15,560		\$6,145

*In the
Superior Court*

Exhibit D-159.
Government
Instructions
for Preparing
Application for
Approval of
Plans Under the
Water Course Act.

EXHIBIT D-159

GOVERNMENT INSTRUCTIONS FOR PREPARING APPLI-
CATION FOR APPROVAL OF PLANS UNDER THE
WATER COURSE ACT

Form C

HYDRAULIC SERVICE

10

DEPARTMENT OF LANDS AND FORESTS
PROVINCE OF QUEBEC

INSTRUCTIONS

20

Respecting plans, specifications and memoranda to be submitted to the Minister of Lands and Forests, for approval by the Lieutenant-Governor in Council, in connection with works done or to be done in the rivers and lakes of this province, such as those aimed at by the following acts:

30

First Act.—8 George V, chapter 68, P.Q. Entitled: “An Act to amend the Revised Statutes, 1909, respecting works done in water courses by the riparian proprietors.”

30

In future, no corporation, partnership or person intending to make or construct in the water courses bordering or running through its or his property, any canal, flood-gate, embankment, dam, dyke or other similar works, the construction and maintenance whereof will cause public or private property to be affected by the backing up of the water or otherwise, can begin such work without having previously obtained the approval of the Lieutenant-Governor in Council.

40

Second Act.—8 George V, chapter 69, P.Q. Entitled: “An Act to amend the Revised Statutes 1909, respecting the protection of the public’s interest in rivers, streams and coves.”

In future, no corporation, partnership or person, owning or possessing works such as dams, embankments, slides, cribs, booms, piers or other works required for floating timber in lakes, ponds and streams can construct or maintain such works unless plans and speci-

*In the
Superior Court*
Exhibit D-159.
Government
Instructions
for Preparing
Application for
Approval of
Plans Under the
Water Course Act.
(continued)

fications have been previously approved by the Lieutenant-Governor in Council, if such works necessitate the taking possession of public or private properties or may affect the same. Owners or possessors of works of this kind, constructed, before the 9th of February, 1918, are obliged between now and the 9th of May, 1919, to submit plans and specifications of such works to the Minister of Lands and Forests for approval by the Lieutenant-Governor in Council.

10 Third Act.—8 George V, chapter 70, P.Q. Entitled: “An Act respecting reservoirs for the storing of the water of lakes, ponds, rivers and streams.”

Under this Act, all works done in future for the storing of water must be previously authorized by the Lieutenant-Governor in Council, if such works necessitate the taking possession and occupation of public or private property or affect the same in any way.

20 The procedure for obtaining the necessary authorizations or approbations is set forth in detail in those acts and should be strictly adhered to.

Furthermore, a summary of the information and documents to be submitted to the Minister of Lands and Forests before constructing the works aimed at in these Acts is given hereunder.

30 In the special case of works for floating timber and that have been erected previously to the 9th February, 1918, the information and documents must be submitted before the 9th of May, 1919.

1. Name and post office address of the person, partnership or company petitioning;

2. Character of the organization (if a company or partnership, give date and place of incorporation);

40 3. Locate the works by giving:

(a) the name of the river;

(b) the county;

(c) the township;

(d) the parish;

*In the
Superior Court*

Exhibit D-159.
Government
Instructions
for Preparing
Application for
Approval of
Plans Under the
Water Course Act.
(continued)

- (e) the range;
 - (f) the number of the lot;
 - (g) in the case of works in unsurveyed territory, state the distance from the mouth of the first important tributary below the works with all other indications which may enable them to be located;
- 10 4. Kind of works and the purposes for which they are to serve;
5. Date of the construction of the first works at that spot;
6. Date of repairs to or important alterations in the construction of the works and also the nature of the repairs or alterations;
7. The approximate cost of completed or proposed works;
- 20 8. The name and post-office address of the persons, partnership or companies who are using or are to use such works for floating timber;
9. In the case of development of water falls or rapids, state the difference of levels, the head to be utilized and the horse power that the applicant is to develop;
10. In the case of derivation of water, state the quantity to be diverted and the purpose for which this water is to be used;
- 30 11. In the case of a storage reservoir, state:
- (a) the area of the reservoir at low water stage and at the level of the water when raised;
 - (b) the area of the watershed of the lake, pond, river or stream and their tributaries that will be affected;
 - (c) the capacity of the reservoir in cubic feet;
- 40 (d) enumerate, locate and give the height of each of the falls or rapids, the minimum flow of which will be increased owing to the proposed regulating of the flow;
- (e) state the mean of the annual minimum flows of the stream at a given spot and the increase to this mean to be affected by the lake, pond or stream thus improved.

*In the
Superior Court*
Exhibit D-159.
Government
Instructions
for Preparing
Application for
Approval of
Plans Under the
Water Course Act.
(continued)

12. Two drawings on tracing linen to be submitted: one showing the works; the other, the lands affected:

- (a) The drawing of the works, made by a qualified civil engineer, must show the plan of the works with the elevations, sections and profiles, care being taken to indicate low and high water levels in their ordinary and altered stages.

10 The engineer must add to this plan a specification or memorandum showing the nature of the bed on which the works rest, the nature of the foundations and all details in connection with construction and operating.

20 (b) The drawing of the lands affected, also made by a qualified civil engineer, must indicate: the site of the works; the streams and lakes affected; the land submerged; the ordinary high water line; the contour line of the submerged land, and the contour line of the land affected say about three feet above the contour line of the submerged land; cadastral lot numbers and division lines, as well as those of the original survey in surveyed territories, together with the name of the owner or occupant, care being taken to specify whether owner or occupant; the wooded parts; the cultivated parts; the area of the land submerged and affected on each lot of the cadastre or of the original survey; also indicate the roads, bridges, buildings and all other constructions that will be affected; the profile of the streams affected showing the low and high water levels in their ordinary and altered stages.

30

To the above plan the engineer must also attach an authentic copy of his proces-verbal or note-book.

13. Surveys and levellings must, if possible, be connected with the bench marks of the original survey. If it be impossible to make such connections, three bench marks of a permanent character should then be established.

40 The latter must be indicated on the above-mentioned plans (article 12) which must be made in accordance with such bench marks.

14. In the case of piers, booms, cribs, diversion canals for water works and other purposes, such clauses of articles 12 and 13, which may apply thereto, must be taken into account making the plans of such works.

*In the
Superior Court*
Exhibit D-159.
Government
Instructions
for Preparing
Application for
Approval of
Plans Under the
Water Course Act.
(continued)

N.B.—It should also not be forgotten that dams must be provided with appropriate sluices or slides for the passage of logs.

In the case of rivers where, in the opinion of the Minister of Colonization, Mines and Fisheries, fish are to be found in sufficiently good quality and quantity, provision must be shown, in the plans and memoranda respecting the dams, for the construction of fish-ways.

- 10 The authorization to do the works provided for in the Acts above-mentioned does not carry with it the grant of the land required for the construction of the works.

Answers should bear same numbers as questions submitted in the present instructions.

- 20 Furthermore, if the works erected or to be erected, affect any land of the Crown in backing the water or otherwise, a grant of the said land shall be obtained from the Dept. of Lands and Forests and a plan with a technical description prepared by a Quebec Land Surveyor, showing and indicating the lands of the Crown so affected, shall be submitted to the same Dept.

ELZ. MIVILLE-DECHENE,
Deputy-Minister.

Quebec, Sept. 15th, 1922.

30

EXHIBIT D-160

Plan prepared by S. E. Farley, Q.L.S., showing Farm Point property of Plaintiff and areas affected by water level of 321.5.

(See Special Exhibit Book No. III.)

40

EXHIBIT D-161

Sketch made by S. E. Farley, Q.L.S., of draft tube and tail race at Farm Point power house.

(See Special Exhibit Book No. IV.)

EXHIBIT D-162

Aerial photograph of Farm Point and Gatineau River taken November 23, 1926.

(See Special Exhibit Book No. IV.)

10

EXHIBIT D-163

Plan of part of lot 23B, Range 16, Hull, on east side of river at Farm Point.

(See Special Exhibit Book No. III.)

20

EXHIBIT D-164

Same exhibit as P-96 for which see Special Exhibit Book No. I.

EXHIBIT D-165

Photograph of sawmill at Mileage 12.

30

(See Special Exhibit Book No. IV.)

EXHIBIT D-166

Plan of materials found in borings at Farm Point.

(See Special Exhibit Book No. III.)

40

EXHIBIT D-167

Plan showing construction of C.P.R. bridge over Meach Creek at Farm Point.

(See Special Exhibit Book No. III.)

EXHIBIT D-168

In the
Superior Court
Exhibit D-168.
Detailed Estimate
of Cost of
Proposed
Remedial Works
at Farm Point.

DETAILED ESTIMATE OF COST OF PROPOSED REMEDIAL
WORKS AT FARM POINT

ESTIMATED COST OF REMEDIAL WORKS AT FARM
POINT, QUE., NECESSARY TO RECLAIM AFFECTED
PARTS OF PILING GROUND AND OTHER PROPERTY
OF MR. F. T. CROSS.

10	(1) Piling ground—	
	9200 c. ys. ground filling at 70c per c.y.	6,440.00
	Raising 700 lin. feet of spur line to elevation 324.5 ...	400.00
	Raising end of piling tramway and moving about six timber piles—temporarily	500.00
	Raising loading platforms	200.00
	Rip-rap—300 c. ys. at \$3.00	900.00
		<u>8,440.00</u>
20	Raising section of road South of Power House—	
	150 c. yds. at 70c	105.00
	Raising section of road and small bridge on parcel D— about 1 foot	100.00
		<u>105.00</u>
	TOTAL	<u>\$8,645.00</u>
	Add 10%	<u>864.50</u>
30		<u><u>\$9,509.50</u></u>

EXHIBIT D-169

Photograph of part of Meach Creek and lumber piles, taken
October 8, 1932.

(See Special Exhibit Book No. IV.)

40

EXHIBIT D-170

Photograph of piling ground at Farm Point, taken September
19, 1931.

(See Special Exhibit Book No. IV.)

EXHIBIT D-171

Photograph showing Meach Creek and sawmill.
(See Special Exhibit Book No. IV.)

EXHIBIT D-172

- 10 Diagram made by R. E. Chadwick showing distribution into underlying material of loading of lumber piles.
(See Special Exhibit Book No. IV.)

EXHIBIT D-173

TABLE SHOWING DURATION OF FLOODING UNDER NATURAL CONDITIONS OF LANDS AT FARM POINT

In the Superior Court

Exhibit D-173
Table Showing Duration of Flooding under Natural Conditions of Lands at Farm Point.

20

NATURAL FLOWAGE ON LANDS AT FARM POINT

LANDS LYING AT OR BELOW LEVELS STATED AT HEAD OF EACH COLUMN WERE SUBMERGED FOR THE PERIODS SHOWN

Year	314.0	315.0	316.0	317.0	318.0
1912	Apr. 21-Jun. 30	Apr. 24-Jun. 10	Apr. 30-Jun. 4	May 17-May 21	-
1913	Mar. 25-May 21	" 15-May 16	" 27-May 13	Apr. 30- " 8	-
1914	May 4- " 17	-	-	-	-
30 1915	Apr. 25- " 26	Apr. 29-May 21	Apr. 30-May 16	-	-
1916	" 13-Jul. 1	" 17-Jun. 24	" 23- " 30	Apr. 27-May 12	May 5-May 6
1917	" 24-Jun. 28 Jul. 2-Jul. 17	" 30-May 22	May 5- " 15	-	-
1918	Apr. 28-May 31	May 3-May 26	May 13-May 20	-	-
1919	Apr. 13-Jun. 21	Apr. 18-Jun. 16	Apr. 24-Jun. 5	Apr. 28-Jun. 3	May 20-May 31
1920	Apr. 24-May 27	Apr. 27-May 16	-	-	-
1921	" 1- " 17	" 10- " 12	Apr. 12-May 6	-	-
40 1922	" 12 " 26	" 13 " 16	" 15 " 1	Apr. 16-Apr. 29	Apr. 19-Apr. 26
1923	Apr. 27-Jun. 14	" 29-Jun. 5	May 2-Jun. 1	May 4-May 29	May 7-May 22
1924	" 22 " 20	" 29 " 13	" 2 " 7	" 4 Jun. 3	" 17 " 30
1925	" 2 " 27	" 6 May 27	" 1 May 17	" 7-May 8	-
1926	May 4-Jun. 16 Nov. 19-Dec. 12	May 7-Jun. 12 Nov. 20-Nov. 30	" 11-Jun. 6	" 17- " 30	

EXHIBIT D-174

Cross section of valley of Meach Creek showing water table.

(See Special Exhibit Book No. IV.)

10

EXHIBIT D-175

Diagram of railway embankment at Farm Point.

(See Special Exhibit Book No. IV.)

EXHIBIT D-176

20 Sketch plan prepared by L. Cassils, Q.L.S., showing 321.5 contour line on piling ground.

(See Special Exhibit Book No. III.)

EXHIBIT D-177

30

Forest Map of Plaintiff's timber limits prepared by W. Pepler.

(See Special Exhibit Book No. III.)

40

EXHIBIT D-178

TABLE SHOWING TIMBER STAND ON F. T. CROSS,
LIMITS

In the
Superior Court
Exhibit D-178
Table Showing
Timber Stand on
F. T. Cross Limits.

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TABLE NO. 1 SHOWING MERCHANTABLE FOREST AREAS TOTAL MERCHANTABLE TIMBER AND AVERAGE STAND PER ACRE ON F. T. CROSS TIMBER LIMIT LOTS							
Paragraph in Supplementary Declaration and Exhibit No.	Township	Range	Lot	Total Merchantable Forest Area Acres	Total Merchantable Timber M. Feet S.M.	Ave. Stand Per Ac. Merchantable Area Feet S.M.	
Para. 15A and 15C and Exhibit Nos. D-125 D-126 D-127 D-128	Hull	II XII	19A	14	7	500	
			19A	-	-	-	
			19A	55	80	1,509	
			19B	51	28	549	
			22	46	45	1,000	
			22A	10	10	1,000	
			22B	46	70	1,522	
			24B	19	60	3,158	
T o t a l				239	800	1,255	
Para. 15B and Exhibit Nos. D-129 D-130	Hull	XV	N. 1/4 20B	-	-	-	
	Hardley	XII	S.W. 1/4 1	-	-	-	
			N. 1/2 2	-	-	-	
T o t a l				-	-	-	
Para. 15E and Exhibit No. D-131	Wakefield	I	10A	12	15	822	
			10B	30	35	921	
			11	82	30	266	
			12A	-	-	-	
			N.W. 1/4 21	-	-	-	
			S. 1/2 19	12	12	1,000	
			S. 1/2 11	27	28	1,087	
			12	106	57	828	
			N. 1/2 18	-	-	-	
			N.W. 1/4 25	21	50	2,341	
			13	43	10	222	
			IV	S. 1/2 10	35	37	1,087
			S. 1/2 11	25	20	769	
			S. 1/2 13	30	100	3,322	
			S. 1/2 14	44	30	682	
			N.W. 1/4 14	34	50	1,471	
			15	114	270	2,368	
			N.W. 1/4 16	13	21	1,166	
			V	S. 1/2 18	-	-	
			N. 1/2 23	66	51	592	
			N. 1/2 24	73	65	1,164	
			N. 1/2 25	55	65	1,546	
			S. 1/2 25	-	-	-	
			S. 1/2 28	62	95	1,522	
			VI	N. 1/2 12	13	10	769
			14, 15, 16	316	250	791	
			S. 1/2 17	5	5	600	
			18	139	75	560	
			26	66	137	2,076	
			VII	N. 1/2 10	-	-	
			N. 1/2 11	-	-	-	
			N. 1/2 12	-	-	-	
			13	22	19	864	
			14	42	35	825	
			15	80	56	700	
			16	48	140	2,217	
			17	152	100	658	
			18	155	105	778	
19	27	44	1,420				
S. 1/2 20	72	60	923				
N. 1/2 21	21	12	571				
W. 1/2 26	95	40	417				
T o t a l				2,152	2,167	1,005	
Para. 15F and Exhibit No. D-132 D-133	Hull	XII XIII	N. 1/2 24A	92	100	1,087	
			21B	-	-	-	
			24B	97	126	1,299	
			25B	89	170	1,910	
			26A	35	100	2,622	
			25B	35	80	2,105	
T o t a l				354	576	1,627	
GRAND TOTAL				2,745	3,043	1,107	

In the
Superior Court

Exhibit D-179
Distribution of
Timber Stand on
F. T. Cross Limits,
by Species.

EXHIBIT D-179

DISTRIBUTION OF TIMBER STAND ON F. T. CROSS,
LIMITS, BY SPECIES

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30

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TABLE NO. 2										
ESTIMATE IN THOUSANDS OF F.S.M. - QUEBEC RULE										
F. T. CROSS LIMITS										
Paragraph in Supplementary Declaration and Exhibit No.	Township	Range	Lot	White Pine	Heuleek	Spruce and Balsam	Northern Hard- woods	Other Hard- woods	Total	
Para. 15A and 15C and Exhibit Nos. D-125 D-126 D-127 D-128	Hull	XI	19A	-	1	-	6	-	7	
			19A	-	-	-	-	-	-	
			19A	-	15	-	62	5	80	
			19B	-	5	-	24	1	28	
			22A	-	-	-	-	-	-	
			22B	-	-	-	45	2	45	
			22A	-	-	10	-	-	10	
			22B	-	-	-	-	66	4	70
			24B	-	-	40	-	19	1	60
			T o t a l				-	69	-	220	11	300
Para. 15D and Exhibit Nos. D-129 D-130	Hull	XV	22B	-	-	-	-	-	-	
			S.W.1/4 1	-	-	-	-	-	-	
			N.E.1/4 2	-	-	-	-	-	-	
			T o t a l				-	-	-	-
Para. 15E and Exhibit No. D-131	Wakefield	I	10A	10	-	-	-	5	15	
			10B	50	-	-	-	5	55	
			11	25	-	-	-	5	30	
			18A	-	-	-	-	-	-	
			N.W.1/4 21	-	-	-	-	-	-	
			II	S.E.1/4 10	-	1	-	11	-	12
				S.E.1/4 11	-	5	-	25	-	28
				12	5	5	50	-	57	
				N.E.1/4 15	-	-	-	-	-	-
			III	N.W.1/4 25	-	5	-	58	7	60
				13	-	-	-	-	10	10
			IV	S.E.1/4 10	50	5	5	5	5	57
				S.E.1/4 11	-	-	-	20	-	20
				S.E.1/4 12	25	-	-	-	75	100
				S.E.1/4 14	-	-	-	50	-	50
			V	N.W.1/4 14	5	5	45	-	50	
				N.W.1/4 15	25	40	100	100	270	
				N.W.1/4 16	1	-	10	10	21	
				S.E.1/4 15	-	-	-	-	-	
				N.E.1/4 23	-	1	-	40	5	
				N.E.1/4 24	-	5	-	50	55	
				N.E.1/4 25	-	15	10	25	55	
				N.E.1/4 25	-	-	-	-	-	
				N.E.1/4 25	-	-	-	65	50	
				N.E.1/4 25	-	-	-	10	10	
			VI	N.E.1/4 12	-	-	-	100	100	
				14, 15, 16	-	-	-	100	100	
				S.E.1/4 17	-	-	-	5	5	
				18	-	20	5	40	10	
				26	-	15	7	50	25	
				26	-	-	-	-	-	
			VII	N.E.1/4 10	-	-	-	-	-	
				N.E.1/4 11	-	-	-	-	-	
				N.E.1/4 12	-	-	-	-	-	
				13	-	6	-	15	19	
				14	-	5	-	25	30	
				15	-	4	2	50	56	
				16	-	75	25	40	140	
				17	-	40	50	50	140	
				18	-	50	25	25	100	
19	-	11		5	25	41				
VIII	S.E.1/4 20	-	20	-	60	80				
	N.E.1/4 21	-	5	2	7	12				
	N.E.1/4 21	-	-	-	-	-				
	N.E.1/4 22	-	10	-	50	60				
T o t a l				143	338	221	1,074	285	2,167	
Para. 15F and Exhibit No. D-132 D-133	Hull	XIII	24A	-	50	20	-	-	100	
			W.1/4 21B	-	-	-	-	-		
			24B	-	6	-	114	6	126	
			25B	-	40	-	125	7	170	
			26A	-	-	-	55	5	100	
			25B	-	10	-	70	-	80	
T o t a l				-	126	20	402	18	576	
GRAND TOTAL				143	543	241	1,696	415	2,043	

EXHIBIT D-180

Discharge rating curve of Gatineau River at Alcove.

(See Special Exhibit Book No. IV.)

In the
Superior Court

10

EXHIBIT D-181

Exhibit D-181,
Estimate by
"Bedard" of
Value of Lands
and Buildings of
F. T. Cross
at Farm Point,
affected by
Water Level 321.5

ESTIMATE BY "BEDARD" OF VALUE OF LANDS AND
BUILDINGS OF F. T. CROSS AT FARM POINT,
AFFECTED BY WATER LEVEL 321.5

SUMMARY OF PARCELS OF LAND AND BUILDINGS AFFECTED BY
WATER AT ELEVATION 321.5, FARM POINT, Que.

THE PROPERTY OF F. T. CROSS

20

Parcel "A"	Elev.	Acre- age	Original Value	Present Value	Differ- ence	
Land below	314	3.50 at	\$ 50.00	\$ 175.00	nil	\$ 175.00
" between	314-316	6.23 "	75.00	467.25	"	467.25
" "	316-318	5.32 "	150.00	798.00	"	798.00
" "	318-321.5	1.65 "	200.00	330.00	"	330.00
" "	321.5-324.5	0.69 "	300.00	207.00	\$69.00	138.00
		17.39		\$1,977.25	\$69.00	\$1,908.25
Parcel "B"						
Land between	314-316	0.11 at	50.00	5.50	nil	5.50
" "	316-318	0.87 "	75.00	65.15	"	65.15
" "	318-321.5	2.75 "	150.00	412.50	"	412.50
" "	321.5-324.5	1.57 "	250.00	592.50	147.00	245.50
		5.30		\$875.65	\$147.00	\$ 655.15
Parcel "C"						
40 Land between	321.5-324.5	0.05 "	400.00	20.00	7.50	12.50
Parcel "D"						
Land between	315-318	0.60 at	\$100.00	60.00	nil	60.00
" "	318-321.5	1.29 "	300.00	387.00	"	387.00
" "	321.5- 324.5	1.75 "	350.00	612.50	175.00	437.50
		3.64		\$1,059.50	\$175.00	\$884.50

In the Superior Court
 Exhibit D-181,
 Estimate by
 "Bedard" of
 Value of Lands
 and Buildings of
 F. T. Cross
 at Farm Point,
 affected by
 Water Level 321.5
 (Continued)

	Parcel "E-1"					
	Land between 316-318	0.92 at	\$150.00	\$ 138.00	nil	\$ 138.00
	Parcel "E-2"					
	Land between 316-318	0.18 at	\$200.00	\$ 36.00	nil	\$ 36.00
	" " 318-321.5	0.77 "	400.00	308.00	"	308.00
	" " 321.5-324.5	0.42 "	600.00	252.00	"	252.00
		<u>1.37</u>		<u>\$ 596.00</u>		<u>\$ 596.00</u>
10	Total acreage 28.67			Original value.....	4,666.40	
				Present value.....	398.50	
				Difference.....	<u>\$4,267.90</u>	

**SUMMARY OF VALUATIONS ON LAND AND BUILDINGS AFFECTED
 BY WATER TO ELEVATION 321.5 FARM POINT, QUEBEC**

Property of F. T. Cross

20				
	Buildings	Original Value	Value in 1926	
	Group 5	\$1,321.26	\$ 924.88	
	" 6	1,295.12	906.58	
	" 9	1,027.96	719.57	
	" 10	1,623.86	1,136.70	
	" 30	1,941.48	1,359.04	
		<u>\$7,209.68</u>	<u>\$5,046.77</u>	

30				
	Parcels of Land	Original Value	Present Value	
	" "A"	\$1,977.25	\$ 69.00	
	" "B"	875.65	147.00	
	" "C"	20.00	7.50	
	" "D"	1,059.50	175.00	
	" "E-1"	138.00	.....
	" "E-2"	596.00	.....
		<u>\$4,666.40</u>	<u>\$ 398.50</u>	

40

ESTIMATED DAMAGES—FARM POINT

On buildings.....	\$5,046.77
" land.....	4,267.90
Total.....	<u>\$9,314.67</u>

*In the
Superior Court*

Exhibit D-182.
Estimate of Value
of Buildings in
Groups 5-6-9-10
and 30 at
Farm Point,
Gillespie.

EXHIBIT D-182

**ESTIMATE OF VALUE OF BUILDINGS IN GROUPS 5, 6, 9, 10
AND 30 AT FARM POINT—GILLESPIE**

SUMMMARY

	No. 5 Group	\$1,265.54
	No. 6 Group	1,520.80
10	No. 9 Group	1,159.70
	No. 10 Group	1,353.96
	No. 30 Group	1,628.03
		<hr/>
		\$6,928.03

**ESTIMATE OF 1932 CONSTRUCTION COST OF BUILDINGS AT FARM
POINT BY MR. J. GILLESPIE**

	No. 5—House—			
20	Posts			\$ 10.00
	Sills	127 ft. 6 x 6		12.70
	Rough Lumber	6,000 ft. B.M.	\$25	150.00
	Shingles	7½ sqs.	@ \$ 6	45.00
	T. & G. Flooring	1,200 ft. B.M.	\$45	54.00
	T. & G. Sheeting	3,500 ft. B.M.	\$45	157.50
	Stairs			15.00
	Wiring			20.00
	Exterior Doors	3	@ \$ 8	24.00
	Interior Doors	3	@ \$ 6	18.00
	Windows	9	@ \$ 7	63.00
30	Hardware & Paper			30.00
	Chimneys			25.00
				<hr/>
				\$ 624.20
	Labor			250.00
				<hr/>
				\$ 874.20
		Plus 20%		174.84
				<hr/>
				\$1,048.04
				<hr/>
	No. 5A-5B-5C-5D-5E—			
40	Rough Lumber	4,650'	@ \$25	\$ 116.25
	Hardware			15.00
	Labor			50.00
				<hr/>
				\$ 181.25
		Plus 20%		36.25
				<hr/>
				\$ 217.50

*In the
Superior Court
Exhibit D-182.
Estimate of Value
of Buildings in
Groups 5-6-9-10
and 30 at
Farm Point,
Gillespie.
(continued)*

	No. 6—House—			
	Posts	20	@ 50c	\$ 10.00
	Sills	133	@ 10c	13.30
	Rough Lumber	10,000	@ \$25	250.00
	Clapboards	2,275	@ \$45	102.37
	Shingles	12 sqs.	@ \$ 6	72.00
	T. & G. Flooring	1,140	@ \$45	64.80
	Stairs			15.00
	Chimneys			25.00
	Wiring			25.00
	Steps			3.00
10	Exterior Doors	3	@ \$ 8	24.00
	Interior Doors	4	@ \$ 6	24.00
	Windows	12	@ \$ 7	84.00
	Hardware & Paper			50.00
				<hr/>
				\$ 762.47
	Labor			300.00
				<hr/>
				\$1,062.47
		Plus 20%		212.49
				<hr/>
20				\$1,274.96
				<hr/>
	No. 6A—House—			
	Rough Lumber	5,590	@ \$25	\$ 139.87
	Ready Roofing	500 sq. ft.	@ \$ 3	15.00
	Hardware			10.00
				<hr/>
				\$ 164.87
	Labor			40.00
				<hr/>
30				\$ 204.87
		Plus 20%		40.97
				<hr/>
				\$ 245.84
				<hr/>
	No. 9—House—23-6 x 18. Kitchen 10 x 21.			
	Posts	30	@ 50c	\$ 15.00
	Sills	124	@ 10c	12.40
	Rough Lumber	7,000	@ \$25	175.00
	Shingles	19 sqs.	@ \$ 6	114.00
	Lath & Plaster	295 sq. yds.	@ 75c	221.25
40	Wall Board Ceiling, 23 x 18.....	414 ft.	@ \$40	16.56
	Stairs			15.00
	Exterior Doors	1	@ \$ 8	8.00
	Interior Doors	3	@ \$ 6	18.00
	Windows	9	@ \$ 7	63.00
	Chimneys			25.00
	Steps			3.00
	Trim			10.00
	Wiring			15.00

*In the
Superior Court*
Exhibit D-182.
Estimate of Value
of Buildings in
Groups 5-6-9-10
and 30 at
Farm Point,
Gillespie.
(continued)

	T. & G. Floor	560 fl. B.M. @ \$45	\$	25.20	
	Hardware & Paper			30.00	
				<hr/>	
			\$	766.41	
	Labor			200.00	
				<hr/>	
			\$	966.41	
		Plus 20%		193.29	
				<hr/>	
				<u>\$1,159.70</u>	
10	No. 10—House 28'-6" x 21'-6". Extension 19 x 10.				
	Posts		\$	10.00	
	Sills, 187 Lin ft.			18.70	
	Rough Lumber	9,973 Ft. B.M. \$25		249.32	
	Clapboards	2,423 Ft. B.M. \$45		109.03	
	Exterior Doors	3 Ft. B. M. \$ 8		24.00	
	Shingles	11 sqs. \$ 6		66.00	
	Int. Doors	5 \$ 6		30.00	
	Windows	12 \$ 7		84.00	
	Paper & Hardware			25.00	
20	Stairs			10.00	
	Chimney			15.00	
	Wiring			25.00	
	T. & G. Flooring	1,550 Ft. B.B. \$45		69.75	
				<hr/>	
			\$	735.80	
	Labor			300.00	
				<hr/>	
				\$1,035.80	
		Plus 20%		207.16	
				<hr/>	
				<u>\$1,242.96</u>	
30	Verandahs & Sheds:				
	Rough Lumber	2,600 Ft. B.M. \$25	\$	65.00	
	Nails, etc.			2.50	
	Labor			25.00	
				<hr/>	
			\$	92.50	
		Plus 20%		18.50	
				<hr/>	
			\$111.00	111.00	
				<hr/>	
				<u>\$1,353.96</u>	
40	No. 30—				
	Piers		\$	20.00	
	Sills	170' @ 10c		17.00	
	Rough Lumber	12,130 @ 25c		303.25	
	Clapboards	2,456 @ \$45		110.52	
	T. & G. Flooring	2,160 @ \$45		97.20	
	Shingles	21 sqs. @ \$ 6		126.00	
	Exterior Doors	2 @ \$ 8		16.00	

*In the
Superior Court
Exhibit D-182.
Estimate of Value
of Buildings in
Groups 5-6-9-10
and 30 at
Farm Point,
Gillespie.
(continued)*

	Interior Doors	6	@	\$ 6	\$ 36.00
	Kitchen Doors	2	@	\$ 6	12.00
	Windows	14	@	\$ 7	98.00
	Chimneys				30.00
	Wiring				25.00
					<u>\$ 890.97</u>
	Labor				350.00
					<u>\$1,240.97</u>
10			Plus 20%		248.19
					<u>\$1,489.16</u>
	Hardware				30.00
					<u>\$1,519.16</u>
	No. 30A-30B—				
	Rough Lumber	3,475	@	\$25	\$ 86.87
	Hardware & Paper				2.00
	Labor				20.00
20					<u>\$ 108.87</u>

SUMMMARY

	No. 5 Group				\$1,265.54
	No. 6 Group				1,520.80
	No. 9 Group				1,159.70
	No. 10 Group				1,353.96
	No. 30 Group				1,628.03
					<u>\$6,928.03</u>
30					

EXHIBITS NUMBERS D-183, D-184, D-185 AND D-186
INCLUSIVE

PHOTOGRAPH OF MILEAGE 12 SAW-MILL AND SITE

(See Special Exhibit Book No. IV.)

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EXHIBIT D-187

PANORAMIC PHOTOGRAPH OF FARM POINT, SHOWING
POWER PLANT, SAW-MILL, PILING GROUND AND
RAILWAY SPUR, TAKEN SEPTEMBER 21st, 1926

(See Special Exhibit Book No. IV.)

In the Superior Court

EXHIBIT D-188

Exhibit D-188.
Estimate by
P. Beique of
Total Damage to
all F. T. Cross'
Properties.

ESTIMATE BY P. BEIQUE OF TOTAL DAMAGE TO ALL
F. T. CROSS' PROPERTIES

Re:—No. 2468—

10-11-32

10 Valuation of the properties belonging to Mr. Cross, and the fair compensation to be paid by the Gatineau Power Company, to Mr. Cross, for all Mr. Cross's properties and rights taken for, or affected by the Gatineau Power Company's Development, up to elev. 321.5.

a) —Lands at Farm Point	.....	\$ 6,184.90	
b) —Buildings at Farm Point	.....	4,594.99	
c) —Damage to the Lumber Industry	.....	10,310.00	
d) —Damage to the Electric Power Development:—			
	Reduction of head	.....	\$8,800.00
	Allowance for re-adaptation of machinery in Power House to new conditions	.....	1,450.00
	Damage to Transmission Line	.....	4,576.00
			<u>14,826.00</u>

(See also Note "A")

e) —Mile 12 Property	.....	3,572.00	
f) —Property on East side of River	.....	310.00	
g) —Cascades Property	.....	8,000.00	

(See also Note "B")

30 \$47,797.89

Note "A"—If Company is liable for loss of customers, add \$1,424.00

Note "B"—If property opposite the C.P.R. property belongs to Mr. Cross, add \$3,000.00

40

EXHIBIT D-189

COPY OF EXHIBIT D-160, WITH COLORED MARKINGS INDICATING LANDS AFFECTED, MADE BY P. BEIQUE, Q.L.S.

(See Special Exhibit Book No. III.)

EXHIBIT D-190

PLAN OF PARCEL "C", SHOWN ON D-189

(See Special Exhibit Book No. III.)

EXHIBIT D-191

10 DETAILED ESTIMATE OF REPLACEMENT AND 1926
VALUE OF BUILDING GROUPS 5-6-9-10 AND 30 AT
FARM POINT

WORKMEN'S COTTAGES

Re:—No. 2468—

SUMMARY

	Cost of reproduc- tion new—1926	Value in 1926
20 Group No. 5.....	\$1,374.58	\$ 824.75
Group No. 6.....	1,692.64	1,015.58
Group No. 9.....	1,520.24	912.14
Group No. 10.....	1,509.08	905.45
Group No. 30.....	1,561.78	937.07
	<u>\$7,658.32</u>	<u>\$4,594.99</u>

NUMBER 5

30 House No. 5—25'x16'—Extension 12'x20'—Shed 14'x20'—Verandah 25'x5'—
Stable 12'x12'x12'—Hen House 6'x6'x8'—Shed 14'x8'x12'—Outhouse Shed
10'x10'x9'.

Post Holes.....	36	@ \$ 0.30 =	\$ 10.80
Posts.....	36	@ .75 =	27...
Sleepers.....	126 lin. ft. 6x6	} = 579' B.M. @ 50.00 =	28.95
	35 " " 6x6		
	48 " " 4x6		
Grd. Floor joists.....	13 pces. 2x10—16'	} = 720' " @ 45.00 =	32.40
	11 " 2xp6—14'		
	11 " 2x10—12'		
Verandah joists.....	5 " 2x 6—25' = 125' "	@ 45.00 =	5.62
Shed joist.....	11 " 2x 6—14' = 154' "	@ 45.00 =	6.92
Grd. floor joists.....	13 " 2x 8—16' = 277' "	@ 45.00 =	12.50
Verandah flooring.....	25x5.6 = 137' "	@ 50.00 =	6.85
Verandah rafters.....	13 pces. 2x 6— 7' = 91' "	@ 45.00 =	4.10
Extension rafters.....	11 " 2x 6—14' = 154' "	@ 45.00 =	6.92
Verandah upper beam	35 lin. ft.		= 2.88
Verandah posts.....	45 lin. ft.	@ .06 =	2.70
Ceiling rafters.....	200 "	@ .06 =	12.00
Wall studding.....	65 pces. 2x 4—16' = 680' "	@ 48.00 =	32.64
Rafters.....	27 " 2x 4—15' = 270' "	@ 50.00 =	13.50

*In the
Superior Court*

Exhibit D-191,
Detailed
Estimate
of Replacement
and 1926 Value of
Building Groups
5-6-9-10 and 30
at Farm Point

*In the
Superior Court*
Exhibit D-191,
Detailed
Estimate
of Replacement
and 1926 Value of
Building Groups
5-6-9-10 and 30
at Farm Point
(continued)

	Wall sheeting.....	100'x2x16 + 15% T. & G. = 3680' B.M.	@ \$ 48.00 =	\$ 165.60		
	Wall sheeting.....	15'x2x8 + 15% T. & G. = 276' "	@ 45.00 =	12.42		
	Upstairs.....	25 + 25 + 16x9 T. & G. = 680' "	@ 45.00 =	30.60		
	Int. Partition.....	9 pces. 2''x6''x12' + 15% T. & G. = 123' B.M.	@ 55.00 =	6.77		
	Clapboards.....	100'x12'—1200' + 25% = 1500' "	@ 5.00 =	75.00		
10	Flooring.....	25'x16'x2 12'x20' 14'x20''	} = 1320' " @ 45.00 =	59.40		
	Roof boarding.....	27'x28' 14'x20' 16'x22'			} = 1388' " @ 45.00 =	62.46
	Shingles.....	14 squares					@ 6.00 =	84.00
	Ceiling sheeting.....	25x16x2, 12x20	= 1040' " @ 50.00 =	52.00		
	Paper & Strip.....	25x16x2 12x20 126x16	} = 3056 sq. ft. \$3.00 p. sq.	91.68		
	Verandah rail.....	30'			@ .25 =	7.50
	Exterior doors.....	3	@ 15.00 =	45.00		
20	Interior doors.....	3	@ 6.00 =	18.00		
	Windows.....	6	@ 8.00 =	48.00		
	Base & trim.....		@ =	15.00		
	Staircase.....		=	10.00		
	Verandah steps.....		=	2.00		
	Brick chimney.....		=	25.00		
	Wiring—8 outlets.....		@ 2.00 =	16.00		
				<u>\$1,032.21</u>		
		Add 5% for contingencies, etc.....	=	51.61		
30		Total cost of reproduction new.....	=	<u><u>\$1,083.82</u></u>		
	Outbuildings:					
	Stable.....	12x12x12 = 864 sq. ft. of wall and roof surface....	@ \$0.16 =	\$138.24		
	Hen house.....	6x6x8 = 264 sq. ft. of wall and roof surface....	@ .12 =	31.68		
	Shed.....	14x8x12 = 640 sq. ft. of wall and roof surface....	@ .09 =	57.60		
	Outhouse.....		=	8.00		
40	Shed.....	10x10x9 = 460 sq. ft. of wall and roof surface....	@ .09 =	41.40		
				<u>\$276.92</u>		
		Add 5% for contingencies, etc.....		13.84		
		Total cost of reproduction new.....		<u>\$290.76</u>		
				<u>\$ 290.76</u>		
		TOTAL—HOUSE No. 5.....		<u><u>\$1,374.58</u></u>		

NUMBER 6

In the
Superior Court

Exhibit D-191,
Detailed
Estimate
of Replacement
and 1926 Value of
Building Groups
5-6-9-10 and 30
at Farm Point
(continued)

House No. 6—24'x27'—Extension 16'x14'—Shed 10'x16'—Shed 36'x15'x16'—
Shed 16'x13'x14'—Closet 5'x4' 6".

Main Building:

	Post holes.....	19		@ \$.30 = \$	5.70
	Posts.....	19		@ .75 =	14.25
	Sleepers.....	102 lin. ft. 6x6	= 336' B.M.	50.00 =	16.80
	Grd. floor joists.....	14 pces. 2x10—24'	= 560' "	45.00 =	25.20
10	First floor joists.....	14 " 2x 8—24'	= 448' "	45.00 =	20.16
	Cellar ties.....	14 " 2x 4— 8'	= 80' "	.06 =	4.80
	Studding.....	70 " 2x 4—16'	= 747' "	48.00 =	35.86
	Rafters.....	29 " 2x 4—15'	= 290' "	45.00 =	13.05
	Partitions.....	14 " 2x 4— 9'	= 84' "	55.00 =	4.62
	Wall sheeting				
	Inc. Gables.....	102x18x12'	= 3672' "	50.00 =	183.60
	Clapboards.....	102x18+25%	2295 sq. ft.	5.00 =	114.75
	Rough flooring.....	24x27'	448' B.M.	45.00 =	20.16
	Finish flooring.....	24x27' Pine	448' "	50.00 =	22.40
	Finish flooring.....	24x27' Ash	448' "	55.00 =	24.64
	Roof boarding.....	30'x29'	876' "	45.00 =	39.42
20	Shingles.....	9 squares	p. sq.	6.00 =	54.00
	Paper and strip.....	102'x18'	} = 3636 sq. ft.	3.00 =	109.08
		24'x27'x2			
		28'x9'x2'			
	Ceiling sheeting.....	16x27'	= 432' B.M.	50.00 =	21.60
	Exterior doors.....	2	each	15.00 =	30.00
	Interior doors.....	5	"	6.00 =	30.00
	Windows.....	8	"	8.00 =	64.00
	Staircase.....			=	10.00
	Steps.....			=	2.00
	Base.....	200'		@ .06 =	12.00
30	Wiring.....	8 outlets		@ 2.00 =	16.00
					\$ 894.09
	Add 5% for contingencies, etc.....				44.70
	Total cost of reproduction new.....				\$ 938.79

Extension:

	Post holes.....	8		@ \$.30 = \$	2.40
	Posts.....	8		@ .75 =	6.00
	Sleepers.....	44 lin. ft. 6x6	= 132' B.M.	50.00 =	6.60
	Grd. floor joists.....	9 pces. 2x10'—14'	= 210' "	45.00 =	9.45
40	1st floor joists.....	9 " 2x 8'—14'	= 168' "	45.00 =	7.56
	Cellar ties.....	50'	= 50' "	.06 =	3.00
	Studding.....	27 " 2'x4'—12'	= 216' "	48.00 =	10.37
	Rafters.....	12 " 2'x4'—10'	= 80' "	45.00 =	3.60
	Wall sheeting.....	44x12'x2'	= 56' "	50.00 =	52.80
	Clapboards.....	44x12'+25%	= 660' sq. ft.	5.00 =	33.00
	Rough flooring.....	16x14	= 224' B.M.	45.00 =	10.08
	Finish flooring.....	16x14 Pine	= 224' "	50.00 =	11.20
	Finish flooring.....	16x14 Ash	= 224' "	55.00 =	12.32
	Roof boarding.....	15x20'	= 320' "	45.00 =	14.40

*In the
Superior Court
Exhibit D-191,
Detailed
Estimate
of Replacement
and 1926 Value of
Building Groups
5-6-9-10 and 30
at Farm Point
(continued)*

	Shingles.....	3 squares		\$ 6.00 =	\$ 18.00
	Paper and Strip.....	42x14, 2x16x4	= 716 sq. ft.	3.00 =	21.48
	Ceiling sheeting.....	8 x 16	= 128' B.M.	50.00 =	6.40
	Exterior doors.....	1	each	15.00 =	15.00
	Windows.....	2	"	8.00 =	16.00
	Chimney.....			=	25.00
	Steps.....			=	2.00
	Base.....	75 ft.	@	.06 =	4.50
	Wiring.....	1 outlet		=	3.00
					<u>\$ 294.16</u>
10		Add 5% for contingencies, etc.....			14.70
		Total cost of reproduction new.....			<u>\$ 308.86</u>
	Outbuilding:				
	Shed.....	10x16x10' = 680 sq. ft. of wall and roof surface.....	@ \$	.09 =	\$ 61.20
	Shed.....	36x16x16' = 2712 sq. ft. of wall and roof surface.....	@	.09 =	244.08
	Shed.....	16x13x14' = 1228 sq. ft. of wall and roof surface.....	@	.09 =	110.52
20	Closet.....		@	.09 =	8.00
					<u>\$ 423.80</u>
		Add 5% for contingencies, etc....			21.19
		Total cost of reproduction new...			<u>\$ 444.99</u>
	Recapitulation—Main building.....		\$	938.79	
	Extension.....			308.86	
	Outbuildings.....			444.99	
					<u>\$1,692.64</u>

30

NUMBER 9

House No. 9—28'x22'—Extension 11'x18'—Verandah 5'x28'—Sheds 30'x10'x10'—
Chicken house 12'x9'x8'.

	Post holes.....	33	@ \$	.30 =	\$ 9.90
	Posts.....	33	@	.75 =	24.75
	Sleepers.....	162 lin. ft. 6x6	= 486' B.M.	@ 50.00 =	24.30
	Sleepers Verandah.....	50 " 4x6	= 100' "	@ 50.00 =	5.00
	Grd. floor joists.....	11 pces. 2x10—11'	= 200' "	@ 45.00 =	9.00
40	Grd floor joists.....	10 " 2x10—18'	= 300' "	@ 45.00 =	13.50
	First floor joists.....	11 " 2x 8—11'	= 161' "	@ 45.00 =	7.25
	First floor joists.....	10 " 2x 8—10'	= 240' "	@ 45.00 =	10.80
	Verandah joists.....	25 pces. 2x 6— 6'	= 150' "	@ 45.00 =	6.75
	Rafters.....	25 " 2x 4— 7'	= 120' "	@ 45.00 =	5.40
	Verandah upper beam..	50 " 4x 4—	= 50 lin. ft.	.06 =	3.00
	Verandah posts.....	10 " 4x 4—		@ .60 =	6.00
	Ceiling rafter.....	15 " 2x 4—60'	= 60' B.M.	@ 45.00 =	2.70
	Wall studding.....	60 " 2x 4—16'	= 640' "	@ 48.00 =	30.72
	Rafters.....	29 " 2x 4—15'	= 290' "	@ 50.00 =	14.50

*In the
Superior Court*
Exhibit D-191,
Detailed
Estimate
of Replacement
and 1926 Value of
Building Groups
5-6-9-10 and 30
at Farm Point
(continued)

	Rafters.....	12 pces. 2x 4—13' = 104' B.M.	@ \$ 50.00 = \$	5.20
	Wall sheathing.....	100x17x2-inc. gables, 3400-sq. ft.	@ 45.00 =	153.00
	Wall clapboarding.....	100x18+25% = 2250 sq. ft.	5.00 =	112.50
	Rough flooring.....	22x28, 11x14 = 814' B.M.	@ 45.00 =	36.63
	Finish flooring.....	2—22x28 } = 1628 sq. ft.	60.00 =	97.50
		2—11x18 }		
	Ceiling sheathing.....	2—22x28 } = 1628 sq. ft.	50.00 =	81.40
		2—11x18 }		
	Roof boarding.....	31x30, 12x13 = 1086' B.M.	@ 45.00 =	48.87
	Roofing ready.....	11 squares	@ 3.00 =	33.00
10	Verandah roof board and batten.....	50x7 = 350 sq. ft.	60.00 =	21.00
	Partitions.....	110 lin. ft. part. 8' = 880 "	55.00 =	48.00
	Paper and Strip.....	110x8x2 } = 4988 "	3.00 =	149.64
		100x167 }		
		2x28x22 }		
		2x11x18 }		
	Exterior doors.....	3 each.....	15.00 =	45.00
	Interior doors.....	5 ".....	6.00 =	30.00
	Windows.....	12 ".....	8.00 =	96.00
	Staircase.....		=	10.00
	Kitchen cupboards....	8	=	40.00
	Verandah steps.....		=	5.00
20	Chimney.....		=	40.00
	Base.....	400 lin. ft.	@ .06 =	24.00
	Wiring—11 outlets.....		=	22.00
				<u>\$1,272.71</u>
		Add 5% for contingencies, etc.....		63.63
		Total cost of reproduction new.....		<u>\$1,336.34</u>
	Outhouse.....		\$ 8.00	
	Shed.....	30x10'x10' = 1100 sq. ft. of roof and wall @ \$0.09.....	\$ 99.00	
30	Chicken house.....	12'x9'x8' = 552 sq. ft. of roof and wall @ 0.12.....	66.24	
			<u>\$173.24</u>	
		Add 5% for contingencies, etc.....	8.66	
		Total cost of reproduction new.....	<u>\$181.90</u>	
			\$ 181.90	
		TOTAL FOR HOUSE No. 9.....		<u>\$1,520.24</u>

40

NUMBER 10

House No. 10—33'x18'—Extension 20'x10'—Verandah 33'x6'.

	Post holes.....	25	@ \$ 0.30 = \$	7.50
	Posts.....	25	@ .75 =	18.75
	Sleepers—102.....	18 lin. ft. 6x 6 = 360' B.M.	@ 50.00 =	18.00
	Sleepers—Verandah....	55 " 4x 6 = 110' "	@ 50.00 =	5.50
	Sleepers—Extension....	63 " 6x 6 = 189' "	@ 50.00 =	9.45

*In the
Superior Court*
Exhibit D-191,
Detailed
Estimate
of Replacement
and 1926 Value of
Building Groups
5-6-9-10 and 30
at Farm Point
(continued)

	Grd. floor joists.....	16 pces. 2x10 = 18-480' B.M.	@ \$ 45.00 =	\$ 21.60
	First floor joists.....	16 " 2x 8 = 18-384' "	@ 45.00 =	17.30
	Extension joists.....	11 " 2x10 = 10-150' "	@ 45.00 =	6.75
	Verandah.....	25 " 2x 6 = 6-150' "	@ 45.00 =	6.75
	Rafters.....	30 " 2x 4 = 18-260' "	@ 45.00 =	11.72
	Rafters—extension.....	11 " 2x 6 = 12-132' "	@ 45.00 =	5.93
	Verandah rafters.....	25 " 2x 4 = 8-135' "	@ 45.00 =	6.08
	Verandah beam.....	55 " 4x 6 = 6-110' "	@ 45.00 =	4.95
	Verandah post.....	7 " 4x 4 = 8- 75' "	@ 45.00 =	3.38
	Collar ties.....	15 " 2x 4 = 7- 70' "	@ 60.00 =	4.20
10	Wall studding.....	65 " 2x 4 = 16-620' } "	@ 48.00 =	30.76
		40 " 2x 4 = 10-620' }		
	Wall sheeting.....	102'x18'x2' } 63'x11'x2' } = 5058' B.M.	@ 45.00 =	227.61
	Shingles.....	102'x18'x2' } 63'x11'x2' } = 50 sqs.	@ 6.00 =	300.00
	Rough flooring.....	18'x33' = 594' B.M.	@ 45.00 =	26.73
	Finish flooring.....	2 @ 18'x33'—25% pine, 1485 sq. ft.	@ 50.00 =	74.25
	Roof boarding.....	35'x26' = 910' B.M.	@ 45.00 =	40.95
	Shingles.....	9 squares	@ 6.00 =	54.00
	Verandah floor.....	33'x6'—25% = 225 sq. ft.	@ 50.00 =	11.25
20	Verandah roof.....	35'x 8 Board and Batten 280 sq. ft.	@ 60.00 =	16.90
	Partitions.....	18'x 9' = 162 "	@ 55.00 =	8.91
	Lath and plaster.....	100'x18' 18'x 9'x2' } 33'x18'x2' } = 370 yds.	@ .80 =	296.00
	Trim—Base, etc.....	= 300'	@ .06 =	18.00
	Exterior doors.....	3 =	@ 15.00 =	45.00
	Interior doors.....	2 =	@ 6.00 =	12.00
	Windows.....	9 =	@ 8.00 =	72.00
	Staircases.....	=		10.00
	Verandah steps.....	=		2.00
30	Chimney.....	=		25.00
	Outhouse.....	=		8.00
	Wiring.....	5 outlets =	@ 2.00 =	10.00
	TOTAL.....			\$1,437.22
	Add 5% for contingencies, etc.....			71.86
	Total cost of reproduction new.....			<u>\$1,509.08</u>

NUMBER 30

Double House No. 30—at Farm Point—36'x20'x24' and Extension 8'x8'.

40	Post holes.....	26	@ \$.30 =	\$ 8.00
	Posts.....	26	@ .75 =	19.50
	Ground floor sleepers.....	172'x4'x6" = 342' B.M.	@ 50.00 =	17.10
	Ground floor joists.....	2'x8" @ 2' 0" } 460'x2x8 } = 615 "	@ 45.00 =	27.70
	Ground floor—rough flooring.....	36x20 = 720 8x 8 = 64 — = 784 sq. ft.	@ 45.00 =	35.30

*In the
Superior Court*
Exhibit D-191
Detailed
Estimate
of Replacement
and 1926 Value of
Building Groups
5-6-9-10 and 30
at Farm Point
(continued)

	Outbuildings:			
	Shed.....	9x30x9' = 972 sq. ft. of roof and wall surface @ \$0.09	= \$ 87.48	
	Shed.....	12x12x9 = 576 sq. ft. of roof & wall surface @ \$0.09	= 51.84	
			<u>\$139.32</u>	
		Add 5% for contingencies, &c.	7.00	
			<u>\$146.32</u>	
10		Cost of reproduction new for sheds	\$146.32	\$ 146.32
				<u>\$ 146.32</u>
		TOTAL COST OF REPRODUCTION NEW, FOR GROUP No. 30.....		<u><u>\$1,561.78</u></u>

EXHIBIT D-192

20 DIAGRAM OF LUMBER YARD LAY-OUT, PREPARED BY
P. BEIQUE, Q.L.S.

(See Special Exhibit Book No. IV.)

30 EXHIBIT D-193

SKETCH OF AVAILABLE PILING GROUND AT FARM
POINT, MADE BY P. BEIQUE, Q.L.S.

(See Special Exhibit Book No. III.)

40 EXHIBIT D-194

PLAN OF MILEAGE 12 AND ADJOINING TIMBER
PROPERTIES, MADE BY P. BEIQUE, Q.L.S.

(See Special Exhibit Book No. III.)

*In the
Superior Court*

Exhibit D-195,
Detailed
Valuation of
Mileage 12
Property

EXHIBIT D-195

DETAILED VALUATION OF MILEAGE 12 PROPERTY

Re:—No. 2468		HOUSE AT MILE No. 12	
House 18 x 14:			
	Post holes.....	12	@ \$.30 = \$ 3.60
	Posts.....	12	@ .75 = 9.00
	Sleepers.....	82x4''x6''	= 164' B.M. @ 50.00 = 8.20
	Gd. floor stringers.....	10—14'x2''x8''	= 187' " @ 45.00 = 8.50
	Gd. floor rough flooring	14x18	= 252 sq. ft. @ 45.00 = 11.40
10	Gd. floor finish flooring	14x18	= 252 " @ 60.00 = 17.40
			+ 15% T. & G.
	1st floor—rough floor- ing.....	14x18	= 11.40
	1st floor—finish floor- ing.....	14x18	= 17.40
	1st floor—sleepers.....	36'x2'x6'	= 36' B.M. @ 45.00 = 1.65
	1st floor—beam.....	18x3x8	= 36' " @ 45.00 = 1.65
	1st floor—stringers.....	10—14x2x8	= 187' " @ 45.00 = 8.50
	Roof sleepers.....	54x2x6	= 54' " @ 60.00 @ 1.70
	Roof rafters.....	2''x6'' @ 2' 0''	
		10—2x6x13	= 130' " @ 45.00 = 5.85
20	Roof boarding.....	26x18	= 468 sq. ft. 50.00 = 23.40
	Reading roofing.....		= 468 sq. ft. 3.00 = 14.05
	Wall studding.....	18—2''x4''x18'	= 216
		14—2''x4''x22'	= 205
			421' B.M. 48.00 = 20.20
	Wall sheeting.....	14x20x2	= 560
		18x18x2	= 648
			1208 sq. ft. @ 60.00 = 83.60
			+ 15%
	Inside sheeting.....	1208 sq. ft. + 15% T. & G.	@ 60.00 = 83.60
30	Roof inside sheeting...	468 sq. ft. + 15%	@ 60.00 = 32.30
	Paper and strip.....	2x 252 = 504	
		2x1208 = 2416	
		2x 468 = 936	
			= 3856 sq. ft. @ 3.00 = 116.00
	Outside doors.....	2.....	@ 15.00 = 30.00
	Inside doors.....	1.....	@ 6.00 = 6.00
	Windows.....	4.....	@ 8.00 = 32.00
	Chimney.....	1.....	= 25.00
	Inside stairway.....	1.....	= 10.00
	Verandah posts.....	8.....	@ .75 = 6.00
	Verandah stringers.....	140'x2''x6''	= 140' B.M. @ 45.00 = 6.30
40	Verandah flooring.....	33x6+21x9	= 387 sq. ft. @ 50.00 = 19.40
	Outside steps.....		= 5.00
	Kitchen cupboards.....		= 25.00
	Base.....	130' @ 0.06.....	.06 = 7.80
	Wiring.....	5 outlets.....	@ 2.00 = 10.00
	Outhouse.....		= 8.00
			\$ 669.90
	Miscellaneous—add 10%.....		= 66.99
			<u>\$ 736.89</u>

*In the
Superior Court*

Exhibit D-195,
Detailed
Valuation of
Mileage 12
Property
(continued)

	House No. 6:		
	Outbuilding:		
	Shed.....10x16x10' = 680 sq. ft. of wall and roof surface.....	@ \$.09 = \$	61.20
	Shed.....36x16x16' = 2712 sq. ft. of wall and roof surface.....	@ .09 =	244.08
	Shed.....16x13x14' = 1228 sq. ft. of wall and roof surface.....	@ .09 =	110.52
	Closet.....	=	8.00
10			<hr/>
			\$ 423.80
	Add 5% for contingencies, etc....	=	21.19
	Total cost of reproduction new...		<hr/> <hr/>
			\$ 444.99
	Buildings at Mile No. 12:		
	Shed.....13x13x10 = 689 sq. ft. of roof and wall surface @ \$0.09.....	\$ 62.01	
	Shed.....13x13x10 = 689 sq. ft. of roof and wall surface @ \$0.09.....	62.01	
20	Shed.....15x15x10 = 825 sq. ft. of roof and wall surface @ \$0.09.....	\$ 74.25	
	Saw-Mill.....35x15x9 = 1425 sq. ft. of roof and wall surface.....\$0.09 128.25 525 sq. ft. floor @ .16 = 84.00		
			<hr/>
		\$212.25	
	Runways, foundations, etc., say.....	200.00	
	Total cost of saw-mill and out- buildings.....		<hr/> <hr/>
			\$ 610.52
30	House.....(see estimate).....	\$736.89	
	Shed.....10x12x10 = 560 sq. ft of roof and wall surface @ \$0.09.....	50.40	
	Stable.....18x15x19 = about 1470 sq. ft. of roof and wall surface (assuming inclined roof) = \$0.16...\$235.20 About 540 sq. ft. of floors @ \$0.16..... 86.40		
		<hr/>	321.60
	Stable.....16x18x9 = 1108 sq. ft. of roof and wall surface @ \$0.16.....	190.08	
			<hr/>
			\$1,298.97
40			<hr/>
	TOTAL..		\$1,909.49
	Add 5% for contingencies, etc.....		95.48
	Cost of reproduction new.....		<hr/>
	Depreciation 40%.....		802.00
	Value in 1926.....		<hr/> <hr/>
			\$1,202.97

EXHIBIT D-196

CERTIFIED COPIES OF ANNUAL REPORTS OF TIMBER
CUT BY F. T. CROSS AS FILED BY QUEBEC
DEPARTMENT OF COLONIZATION

(See Special Exhibit Book No. IV.)

10

EXHIBIT D-197

LETTER FROM DEPUTY MINISTER OF COLONIZATION,
NOVEMBER 14, 1932

*In the
Superior Court*

Exhibit D-197.
Letter from
Deputy Minister
of Colonization,
Nov. 14th, 1932.

50,000--29-8-32 A-7--Terres de Col.

20 (CREST)

MINISTERE DE LA COLONISATION, DE LA CHASSE ET DES
PECHERIES

SERVICE DES TERRES DE COLONISATION

Québec.

30 I certify that Mr. F. T. Cross, according to our records has not
made reports for lumber operations in the years 1920-21; 1921-22;
1922-23; 1924-25; 1926-27.

L. A. RIVARD,
Deputy-Minister of Colonization.

Signed at Quebec the
14th November, 1932.

40

*In the
Superior Court*

Exhibit D-198.
Statement of
Annual Cut of
Timber on
F. T. Cross'
Crown Limits
from 1910 to 1921.

EXHIBIT-D-198

STATEMENT OF ANNUAL CUT OF TIMBER ON F. T.
CROSS' CROWN LIMITS FROM 1910 to 1921

PROVINCE DE QUEBEC

MINISTERE DES TERRES ET FORETS

10

SERVICE FORESTIER

Ref. 12182/32-G.

QUEBEC, May 30th, 1932.

Mr. Walter Blue,
c/o of Gatineau Power Co.,
Ottawa, Ont.

Dear Sir:—

Ref. 19-6-A.

20

In answer to your letter of the 16th instant, please find herewith copy giving the quantities of timber cut on limit No. 58, townships of WAKEFIELD, from the season 1910-11 to 1920-21, as requested by said letter.

Yours truly,

G. C. PICHE,
Chief Forest Service.
Per W. B.

30 ENCLOSURE.

I certify that this document is authentic.

F. X. LEMIEUX,
Deputy-Minister of Lands & Forests,
Quebec.

November 14th, 1932.

40

TIMBER CUT ON THE LIMITS, No. 58 SINCE 1910-11
to 1920-21

Years	Feet B.M.	Ry. Ties	Amount
1910-11	.....	....	.....
1911-12	.....	....	.....
1912-13	152,346	....	\$ 173.22
1913-14	.....	....	.....
1914-15	188,440	....	199.27

<i>In the Superior Court</i>	1915-16	875.105	..	\$1,028.09
	1916-17	98.200	..	113.05
Exhibit D-198. Statement of Annual Cut of Timber on F. T. Cross' Crown Limits from 1910 to 1921. (continued)	1917-18 .....	.....	..	.....
	1918-19	351.732	..	613.65
	1919-20	150.709	241	265.23
	1920-21	76.680	..	207.04
		1,893,212	241	\$2,599.55
		F.B.M.	Pcs.	

10 Quebec, 26th May, 1932.

I certify that this document is authentic.

F. X. LEMIEUX,
Deputy-Minister of Lands & Forests,
Quebec.

November 14th, 1932.

20

EXHIBIT D-199

STATEMENT OF ANNUAL CUT OF TIMBER ON F. T. CROSS'
CROWN LIMITS FROM 1921 TO 1931

DEPARTMENT OF LANDS AND FORESTS
QUEBEC

In the Superior Court
Exhibit D-199.
Statement of
Annual Cut of
Timber on
F. T. Cross'
Crown Limits
from 1921 to 1931.

FORESTRY SERVICE

30

Quebec, March 24th, 1932

Gatineau Power Company,
OTTAWA.

Gentlemen:—

40 As requested by your wire of the 23rd, inst., I beg to advise as follows in regard to the timber limit No. 58, township of WAKE-FIELD: This timber limit, since season 1920-21 up to the present time has always stood in our records in the name of F. T. CROSS and the quantities of timber which have been cut on said limit during the same period are as follows:—

1920-21	76.680 F.B.M.
1921-22	No operations
1922-23	“
1923-24	“

*In the
Superior Court
Exhibit D-199.
Statement of
Annual Cut of
Timber on
F. T. Cross'
Crown Limits
from 1921 to 1931.
(continued)*

1924-25	35.593 F.B.M.
1925-26	133.257 “
1926-27	No operations
1927-28	“
1928-29	103.501 F.B.M.
1929-30	131.320 “
1930-31	No operations

10

480.351 F.B.M.

Yours sincerely,

G.-C. PICHE,
Chief Forest Service.

I certify that this document is authentic.

F. X. LEMIEUX,
Deputy-Minister Dept. of Lands & Forests.

Quebec, November 14th, 1932.

20 MC/

TIMBER CUT BY MR. F. T. CROSS FROM 1920 TO 1930

	On his own limits	Conger's limits
1920-21	76,680	
1921-22	.....
1922-23	.....
1923-24	.....
1924-25	35,593	
30 1925-26	133,257	
1926-27	.....
1927-28	.....	66,576
1928-29	103,501	
1929-30	131,320	31,438
1930-31	.....
<hr/>		
Cross' Limits	480,351 P.M.P.	98,014 P.M.P.
Conger's Limits	98,014 “	
40 Total	578,365 “	

Quebec, 23 March, 1932.

I certify that this document is authentic.

F. X. LEMIEUX,
Deputy-Minister of Lands and Forests, Quebec.
November 14th, 1932.

EXHIBIT D-200

*In the
Superior Court*

Exhibit D-200.
Certificate from
Deputy Minister
of Lands and
Forests—re
Reports of Timber
Operations of
F. T. Cross,
Nov. 14th, 1932.

CERTIFICATE FROM DEPUTY MINISTER OF LANDS AND
FORESTS, Re REPORTS OF TIMBER OPERATIONS OF
F. T. CROSS, NOVEMBER 14, 1932.

10 Je soussigné certifie que le concessionnaire, F.-T. Cross, n'a pas
produit de déclaration assermentée sur formule " P " durant les
années 1921-22-1922-23-1923-24, attestant qu'aucune opération
forestière n'a été faite sur les dites concessions.

L. GARNEAU,
Chef du Bureau de l'Exploitation.

QUEBEC, 14/11/32.

I certify that this Document
is authentic:

F. X. LEMIEUX,
Sous-Ministre,

20 Department of Lands & Forests,
Quebec.
November, 14th, 1932.

EXHIBIT D-201

*In the
Superior Court*

Exhibit D-201.
Quebec
Government
Order-in-Council
Requiring Reports
of Timber
Operations.

QUEBEC GOVERNMENT ORDER-IN-COUNCIL REQUIR-
ING REPORTS OF TIMBER OPERATIONS

30 Extrait du Rapport d'un Comité de l'Honorable Conseil Exécutif en
date du 21 avril, 1910, approuvé par le Lieutenant-Gouverneur
le 22 avril, 1910.

291

40 " 7—Le licencié doit renseigner le département des Terres et
Forêts, avant le premier décembre, sur son exploitation de la saison
courante, nommer ses entrepreneurs, dire la quantité de bois
attribuée à chacun et l'endroit de ses coupes, et donner le nom de
ses mesureurs.

" Le licencié ou son représentant doit produire, suivant les
formules fournies par le département, avant le trente juin de chaque
année, ou avant le flottage, s'il s'agit d'une limite arrosée par des
cours d'eau tombant dans le golfe St-Laurent ou dans la mer ou
traversant des provinces ou des états voisins:

*In the
Superior Court*
Exhibit D-201.
Quebec
Government
Order-in-Council
Requiring Reports
of Timber
Operations.
(continued)

(a) Un état assermenté de tout le bois fait pour son compte durant la saison précédente sur les limites ou sur des lots sous billet de location, patentés ou autrement.

(b) Des états assermentés par ses entrepreneurs, contremaîtres ou autres employés en charge de chantiers, donnant la quantité, la description, et la provenance de tous les bois, par eux coupés pour son compte durant la saison précédente, sous leur direction ou à leur connaissance.

10

(c) Des avis de mesurage de ces bois, assermentés par des mesureurs qualifiés et acceptés par le ministre (et, pour le bois qui doit être mesuré par le surintendant des mesureurs de bois ou ses assistants, un extrait certifié des mesurages officiels mentionnant le nombre de pieds cubes contenus dans ce bois).

(d) Son propre affidavit ou celui de son représentant corroborant les déclarations assermentées de ses employés.

20

(e) Un état assermenté de ses limites non exploitées durant la saison terminée.

Pour permettre au licencié de remplir fidèlement les obligations susdites, les contremaîtres ou personnes en charge de chaque chantier pourront être obligés de tenir un livre, dans lequel sera entré un état détaillé et exact du nombre de pièces de bois carré, bois d'estacade ou de dimension, billots de sciage ou autres bois, coupés et enlevés chaque jour durant la saison des opérations forestières; et ce livre devra être assermenté à la fin de telle saison."

30

CERTIFIE

(SEAL)

WM. LEARMONTH,
Dép. Greffier Conseil Exécutif.

LICENSE

(Crest)

40

DEPARTMENT OF LANDS AND FORESTS,
PROVINCE OF QUEBEC

BY VIRTUE of the authority vested in me by the Revised Statutes of the Province of Quebec, 1925 and amendments thereto and the regulations, and in consideration of the payments made or to be made to His Majesty: I hereby authorize agents and em-

*In the
Superior Court*
Exhibit D-201.
Quebec
Government
Order-in-Council
Requiring Reports
of Timber
Operations.
(continued)

ployees, to cut timber on the territory hereunder described and to hold and occupy the said territory to the exclusion of all others for such purposes, except as hereinafter mentioned, from the first of May, 193 to thirtieth of April, 193 with the right to transport the said timber across the unoccupied or waste lands of the Crown; and by virtue of such license, the said licensee has the right to all timber cut during the term of this license by others having no right to the land hereby assigned, with the power to seize and take possession of the same wherever it may be in the Province of Quebec.

10

But the license is also subject to the following conditions, viz:

The ground rent for the renewal of this license must be paid on or before the first of September

Affidavits stating the quantity and description of the timber cut under this license and other particulars in conformity with the forms supplied by the Honourable Minister must be deposited in his office before the thirtieth of June next, or before the drive in certain cases.

20

Clearances must be obtained for all timber cut before it leaves the limits and, in order that the timber cut on private lands may be exempt from dues, affidavits must be filed in this office showing on what lots such timber was cut and the quantity cut on each lot.

The licensee is bound, on paying the ground rent for the renewal of this license to declare under oath whether he is still the bona-fide proprietor of the limit described herein or whether he has sold or transferred, it wholly or partly, and for whom he holds it.

30

All persons authorized by the Minister of Lands and Forests may at any time make roads and use the same for travelling on the land hereby leased.

Any person settling under lawful title within the present limit shall not be molested in any way in his clearing or farming operations by the licensee or his representatives; and the timber cut by him in his clearing operations in conformity with the location ticket shall belong to him.

40

I certify that this document is authentic:

F. X. LEMIEUX,
Deputy-Minister of Lands & Forests, Quebec.

November 14th, 1932.

In the
Superior Court
Exhibit D-201.
Quebec
Government
Order-in-Council
Requiring Reports
of Timber
Operations.
(continued)

Finally the said licensee or his representatives shall comply with the law and with all regulations established or which may be enacted in the future.

Description of the Limit No.

10 Signed in duplicate at Quebec, this day of
..... in the year of Our Lord, one thousand nine
hundred and thirty
Ground rent

.....
Deputy Minister.

PROVINCE OF QUEBEC

DEPARTMENT OF LANDS AND FORESTS

20

No. 193 — 3 QUEBEC, 193

HAVING RECEIVED from
residing at
the sum of in payment of the ground rent
of the following limits:

30	DESCRIPTION	Area in square miles
40		

WHEREAS

has (have) complied with all the laws and regulations of the Department of Lands and Forests, concerning the timber limit above

*In the
Superior Court*
Exhibit D-201.
Quebec
Government
Order-in-Council
Requiring Reports
of Timber
Operations.
(continued)

described, and, in consideration of the payment of the above sum, whereof receipt, the license to exploit the said limit is hereby renewed for a period of twelve (12) months from the first of May, one thousand nine hundred and thirty 193

I certify that this document is
authentic:

Deputy-Minister.

10 F. X. LEMIEUX,

Deputy-Minister of Lands & Forests, Quebec.

November 14th, 1932.

EXHIBIT D-202

20 Certified copies of annual reports of timber cut by F. T. Cross as filed with Department of Lands and Forests for period 1920 to 1931.

(See special Exhibit Book No. IV.)

EXHIBIT D-203

**SUMMARY OF REPORTS OF TIMBER CUT BY
F. T. CROSS FOR PERIOD 1916 TO 1931**

*In the
Superior Court*
Exhibit D-203,
Summary of
Reports of
Timber Cut by
F. T. Cross
for period
1916 to 1931

	1916-1917—Dept. Lands & Forests	98,200 FBM.
	Sheet No. 1 Dept. Colonization	1,332,500
	" 2 Dept. Colonization No. 4	47,600
	" 2 " " 5	12,000
	" 2 " " 5	38,400
40	" 2 " " 7	13,000
	" 2 " " 7	56,000
	TOTAL	1,597,700 FBM.
	1917-1918—Dept. Lands & Forests	Nil
	Dept. Colonization Sheet No. 3	8,608 FBM.
	TOTAL	8,608 FBM.

*In the
Superior Court*

Exhibit D-203,
Summary of
Reports of
Timber Cut by
F.T. Cross
for period
1916 to 1931
(continued)

	1918-1919—Dept. Lands & Forests.....	\$ 351,732 FBM
	Dept. Colonization Sheet No. 4.....	177,000 FBM Items 1, 2.
	TOTAL.....	<u>528,732 FBM.</u>
	also 20 cords hemlock bark.	
	1919-1920—Dept. Lands & Forests—241 ties.....	150,709 FBM.
	Dept. Colonization Sheet No. 5	
	All for Brennan's Hill	
	Dept. Colonization Sheet No. 6.....	720,000 Farm Point Mill
10	TOTAL.....	<u>870,709</u>
	1920-1921—Dept. Lands & Forests.....	76,680 FBM.
	Dept. Colonization.....	No return available
	TOTAL.....	<u>76,680 FBM.</u>
	1921-1922—Dept. Lands and Forests.....	No operations
	Dept. Colonization.....	No report available
		Nil
	1922-1923—Dept. Lands and Forests.....	No operations.
	Dept. Colonization.....	No report available
20	1923-1924—Dept. Lands & Forests.....	No operations
	Dept. Colonization, Sheet No. 7.....	All Perras Mill
	1924-1925—Dept. Lands & Forests.....	35,593
	Dept. Colonization.....	No report available
	1925-1926—Dept. Lands and Forests.....	133,257
	Dept. Colonization, Sheet No. 8.....	All Perras Mill
	TOTAL.....	<u>133,257</u>
	1926-1927—Dept. Lands and Forests.....	No operations
	Dept. Colonization.....	No report available
30	1927-1928—Dept. Lands and Forests.....	No operations
	Dept. Colonization Sheet No. 9.....	1,742,000 FBM.
	also 84,000 ties and 3700 cords firewood	
	TOTAL.....	<u>1,742,000 FBM.</u>
	1928-1929—Dept. Lands and Forests.....	103,501 FBM.
	“ Colonization Sheet 10.	
	All Perras Mill.	
	“ Colonization Sheet 11:	
	Item 7.....	79,730 + 340 cds. refuse
	“ 8.....	82,660 + 520 “ mill “
	“ 9.....	213,050 + 680 “ “ “
40	“ 10.....	1,399,849
	TOTAL.....	<u>1,878,790 FBM. + 1540 cds. refuse</u>
	1929-1930—Dept. Lands & Forests.....	131,320
	“ Colonization Sheet 12.....	530,742
		<u>662,062 FBM.</u>

*In the
Superior Court*
Exhibit D-203,
Summary of
Reports of
Timber Cut by
F. T. Cross
for period
1916 to 1931
(continued)

		Plus 34,866 ties		
		2,750 cords firewood		
	1930-1931—	Dept. Lands & Forests.....	No operations	
		“ Colonization Sheet 13.....	1,221,553	
		Plus ties 59,235		
		1,792 cords firewood		
	1916-1917—	1,597,700 FBM.		
	1917-1918—	8,608 “		
	1918-1919—	528,732 “	20 cords hemlock bark	
	1919-1920—	870,709 “	241 ties	
10	1920-1921—	76,680 “		
	1921-1922—	Nil		
	1922-1923—	Nil		
	1923-1924—	Nil		
	1924-1925—	35,593 “		
	1925-1926—	133,257 “		
	1926-1927—	Nil		
	1927-1928—	1,742,000 “	84,000 ties—3700 cords firewood	
	1928-1929—	1,878,790 “	1540 “	“
	1929-1930—	662,062 “	34,866 “	2750 “
	1930-1931—	1,221,553 “	59,235 “	1792 “
20		<u>8,755,684 FBM</u>	<u>178,342 ties</u>	<u>9782 cords firewood</u>

**TOTAL REPORTED AT FARM POINT MILL BY DEPARTMENT
OF LANDS AND FORESTS AND DEPARTMENT OF
COLONIZATION**

			Reports	
	1921-1922	Nil	}	Cordwood—Nil Ties—Nil
	1922-1923	Nil		
	1923-1924	Nil		
30	1924-1925	35,593		
	1925-1926	133,257		
		<u>168,850 FBM.</u>		
		FBM.	TIES	CORDWOOD
	1926-1927	Nil		
	1927-1928	1,742,000	84,000	3,700
	1928-1929	1,878,790	—	1,540
	1929-1930	662,062	34,866	2,750
	1930-1931	1,221,553	59,235	1,792
40		<u>5,504,405</u>	<u>178,101</u>	<u>9,782</u>
		FBM.		
	1916-1917	1,597,700		
	1917-1918	8,608		
	1918-1919	528,732		20 cords hemlock bark
	1919-1920	870,709	241 ties	
	1920-1921	76,680		
	1921-1922	Nil		

*In the
Superior Court*
Exhibit D-203,
Summary of
Reports of
Timber Cut by
F. T. Cross
for period
1916 to 1931
(continued)

	1922-1923	Nil				
	1923-1924	Nil				
	1924-1925	35,593				
	1925-1926	133,257				
		<u>3,251,279</u>	FBM.	Ties 241 Cordwood—Nil		
	TOTAL REPORTED AT OTHER MILLS BY DEPARTMENT OF COLONIZATION ONLY					
	1921-1922	Nil	1926-1927	Nil		
	1922-1923	Nil	1927-1928	Nil		
10	1923-1924	4,444,265	1928-1929	{ 745,665		
	1924-1925		1929-1930	809,728		
	1925-1926	2,112,660	1930-1931	Nil		
		<u>6,556,925</u>		<u>1,555,393</u>		
	Couger Limit:					
	1927-1928	66,576				
	1929-1930	31,438				
		<u>1,653,407</u>				
20			Total reported at Farm Point Mill by Dept. Lands and Forests and Dept. Colonization	Total reported at other mills by Dept. of Coloniza- tion and Lands and Forests		
	Sheet 1.	1916-1917	}	}		
	" 2.	1916-1917			1,597,700	Nil
	" 3.	1917-1918			8,608	Nil
	" 4.	1918-1919			528,732	Nil
	Stag Creek " 5.	1919-1920			870,709	1,567,775
	" 6.	1919-1920				Nil
		1920-1921	76,680			
30		1921-1922	No report available			
		1922-1923	" "			
	Perras Sheet 7.	1923-1924	No operations	4,444,265		
		1924-1925	35,593			
	Perras Sheet 8.	1925-1926	133,257	2,112,660		
		1926-1927	No operations and no report available.			
	Sheet 9.	1927-1928	1,742,000	Nil		
	Sheet 10.	1928-1929	}	{		
	" 11.	1928-1929			1,878,790	745,665
	" 12.	1929-1930			662,062	809,728
	" 13.	1930-1931			1,221,553	Nil
40			<u>8,755,684</u>	<u>9,680,093</u> FBM.		
	Couger Limit	1927-1928-1929-1930		98,014		
				<u>9,778,107</u>		
	Ties.....		178,342	Nil		
	Cordwood.....		9,782	Nil		
	Hemlock Bark.....		20 cords	Nil		
	Mill Refuse.....		Nil	2073 cords		

EXHIBIT D-204

Copy of Plan D-160—showing possible relocation of Railway
spur at Farm Point.

(See special Exhibit Book No. III.)

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