

LEVIS
AND
KENNEBEC
RAILROAD

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THE
LEVIS AND KENNEBEC
RAILWAY,
AND ITS DIFFICULTIES,

By CHARLES A. SCOTT,

ONE OF THE LATE CONTRACTORS.

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A BRIEF HISTORY OF LAROCHELLE & SCOTT'S CONNEC-
TION WITH THE LINE FROM ITS COMMENCEMENT TO
THE PRESENT TIME.

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A BRIEF HISTORY OF LAROCHELLE & SCOTT'S CONNECTION
WITH THE LINE FROM ITS COMMENCEMENT TO THE
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—§—

Owing to the unfortunate position in which the Levis and Kennebec Railway Company finds itself placed to-day, in an antagonistic attitude towards the English capitalists who have built the road thus far, and owing to the fact that the public has but a very slight knowledge of the true position of the enterprise, and the circumstances which have led to the present troubles; and more particularly in justice to myself, who induced my English friends to invest their money in the undertaking, I think it desirable to lay before the public in this pamphlet, a brief history of the undertaking and of my connection with it, and in doing so, I can assure the public that I am actuated by no other motive than that of justice and fair-play towards all parties who have in

good faith aided in bringing the road to the position it was in when the unfortunate difficulties which have lately arisen, brought strife and animosity into an enterprise of such importance and promise to the interests of the Province of Quebec.

The Levis and Kennebec Railway Company was incorporated by act of the Provincial Parliament in 1869, for the purpose of building a railway, about ninety miles in length from Levis to the United States boundary line in Maine, and on the 31st December, 1870, a contract was entered into with Mr. J. B. Hulbert to construct 50 miles of *wooden* Railway from Levis to St. Francois, at the price of \$6,000 cash per mile, completed and equipped. During the summer of 1871, some 27 miles of road were graded (at a cost to the contractor, according to his own books, of \$44,000 cash), for which the Company paid about \$65,000 in municipal debentures at par and in money. The subscriptions to the Stock of the Company at that time, (and they have never been increased since) amounted to about \$104,780, made up as follows:

Town of Levis	\$50,000	in Corporation Bonds.
St. Anselme.....	12,000	"
Private Names.....	42,780	Cash.

This added to a Government subsidy of \$1,710 per mile, representing about \$2,870 per mile. This was the amount which the Company had to build a *Wooden Railway* 50 miles in length, which was to have cost \$6,000 per mile!

It was in the summer of 1871 I first met Mr. Larochelle, and in the winter of 1872 we entered into partnership, not to construct the railway, but to undertake a sub-contract from Mr. Hulbert to get out the necessary ties and timber for 30 miles of track, and we became involved to the extent of

about \$30,000, for the payment of which we had to look to Mr. Hulbert, and through him to the Levis and Kennebec Railway Company.

Mr. Hulbert became unfortunate in his contracts, and could not meet our claim, and the Company had no funds left, so that (with no resources of our own) we had to make some effort outside to pay ourselves. In January, 1873, Larochelle & Scott made an arrangement with Mr. Hulbert by which that gentleman agreed to retire from the contract altogether, and we were to replace him. A lease of the first Section (30 miles) was granted us by the Company, we agreeing to build that portion of the road, and having as our profits the working of it for 20 years. (This lease was subsequently extended to 99 years on the whole length of line, 99 miles.)

Wooden Railways having proved a failure, the idea of constructing this road with wooden rails was abandoned, and I got up a prospectus for an Iron Road, thinking I had simply to go over to the London Market and get all the money I wanted in a few days. I left for England in March, 1873, and in the meantime through the generosity of Mr. Jas. G. Ross, of Quebec, who advanced us sufficient money, we were enabled to clear off most of our liabilities.

Reaching London, I found it utterly impossible to negotiate Bonds on a road that really had nothing to give as security, except a paltry, \$2,870 per mile, subscribed here by Government and people. After spending about four months in London, making every effort to negotiate a loan, I returned to Canada, having signally failed in my object, but leaving the negotiation in the hands of a personal friend, Mr. J. W. Cunningham, who promised to do his utmost to float the loan required. How far he succeeded in fulfilling that promise, will be seen further on.

Immediately on my return to Canada, I entered into negotiations through Mr. Hulbert with New York parties, and secured 600 tons of iron rails, and a locomotive, which enabled us to lay about six miles of track. For the payment of this material, bonds of the road were given as collateral security, with the understanding that the amount we were liable for would be paid when we negotiated our loan in England. To enable us to pay freight and lay track, we borrowed money, and depended on our success in England to repay it.

In October, 1873, Mr. Cunningham cabled me to come to England, that he thought he could negotiate for money to carry us on. I left by next steamer, and on arrival was introduced by him to John Langham Reed, Esq., Contractor and Financial Agent, who was looking into our scheme, and after ascertaining from the very best of sources the standing of Mr. Reed, and receiving the best possible report of his character as an honorable man, and capable of taking hold of our scheme, I entered into an agreement with him (subject to ratification by the Company) to make us advances to continue work, and in consideration of our critical position, obtained from him the sum of £1,500 sterling to cable over, enabling us to pay our labour, &c., and save us from bankruptcy.

EXTRACTS FROM AGREEMENT.

The following extracts from the agreement (which was ratified by the Company) between Mr. Reed and the Levis and Kennebec Railway Company, speak for themselves as to the nature of the whole transaction.

“ The purchaser agrees to use his best endeavors to dispose of the said debentures, and shall account to the Company for so many of the same as shall be disposed of by him at the rate of.....as aforesaid per

"debenture." (Each debenture bearing a nominal value of £100.)

"The purchaser shall have the option of purchasing the Company's debentures of the second and third issue of one hundred thousand pounds (£100,000) each on the terms and conditions hereinbefore provided, in respect of the first issue of the Company's debentures, provided however that if the purchaser should hereafter purchase the debentures of the Company of the second or third issues, he shall account to the Company at the rate ofper debenture for each one hundred pounds (£100) debenture of such second or third issue."

The strict terms upon which this agreement was entered into were *that the Lease existing between the Company and Larochelle & Scott should be cancelled immediately on my return to Canada, and a contract which he (Mr. Reed) drew up would be passed in lieu of said lease, as it would be impossible for him to enter into any negotiations for advances on a line of railway, where a lease existed between the Company and Contractors.* The contract in lieu of the lease was duly executed and the lease cancelled.

This contract provided that the contractors should construct the railway fully equipped for and in consideration of the sum of £3,300 sterling per mile in bonds (or proceeds), and \$32,018 per mile in paid-up stock of the Company, together with all Government and Municipal subsidies.

The Sterling Bonds were duly executed, and the first issue of £100,000 was sent to Mr. Reed, with the following Power of Attorney:

POWER OF ATTORNEY.

"To all to whom these presents shall come, or may in any way concern, the Levis and Kennebec Railway Com-

"pany, a company duly incorporated under an Act of the
"Legislature of the Province of Quebec, in the Dominion
"of Canada, assented to 5th April, 1869, amended by an
"Act assented to 24th December, 1872, and by an Act assent-
"ed to 1874 Send Greeting: Whereas, we, the said Company,
"under and in pursuance of the authority conferred upon
"us by the said Act of incorporation and the Acts amend-
"atory thereof, propose to sell the first mortgage seven per
"cent debentures of the Company of the first issue to the
"amount of one hundred thousand pounds sterling (£100,-
"000), and for that purpose we propose to appoint John
"Langham Reed, of 1 King's Arms Yard, in the City of
"London, England, as our Agent and Attorney. Now,
"therefore, Know Ye, that we, the said Levis and Kennebec
"Railway Company, in consideration of the premises, hath
"and do hereby nominate, constitute and appoint the said
"John Langham Reed as our Agent and Attorney, to re-
"ceive the said Bonds, as they shall, from time to time, be
"delivered to him, and to negotiate, sell and dispose of the
"same, either by himself or through bankers, brokers or
"agents, as he shall appoint on such terms and conditions
"as he shall determine to be proper, and to receive and
"collect the proceeds thereof, and to give full and absolute
"discharges, and acquittances therefor, for us, and in our
"name as fully as we could do so.

"Hereby giving and granting to our said Agent and At-
"torney full and complete authority in the premises, and
"ratifying and agreeing to ratify and confirm all that our
"said Attorney shall lawfully do or cause to be done by
"virtue hereof. In witness whereof, we, the said Levis and
"Kennebec Railway Company, &c., &c., &c.

(Signed,)

"J. G. BLANCHET,

President,

"E. DEMERS,

Secretary,"

That the agreement with Mr. Reed was fortunate and opportune, may be judged from the fact that since that time the promoters of railways in the United States have offered bonds in London on roads already *in operation* at fifty per cent discount without being able to borrow any money; and that such influential men as Sir Hugh Allan, Hon. Thos. McGreevy, the President of the Credit Valley Road of Toronto, the Contractors of the Quebec Central, and others, have spent months and months in London endeavoring to float their bonds, and have in all cases completely failed to do so; and yet these roads had share capital and municipal grants varying from \$4,000 to \$10,000 per mile, besides large Government subsidies, while the Levis and Kennebec, as I have shewn, had only \$1160 per mile from these sources. Some of the Ontario roads, such as the Toronto and Nipissing, which did succeed in negotiating their bonds, had to limit their issue to \$8,000 per mile, while the Levis and Kennebec obtained £3,300 sterling per mile.

On my return to Quebec I went on to New York, and our large creditors there were perfectly satisfied with the negotiation I made in England, as they had had very satisfactory reports of Mr. Reed's position. Through Mr. Reed's generosity in making us a preliminary advance of £1,500, matters were perfectly smooth with us in Quebec, and work progressed during the winter of 1873 and 1874. In the spring of 1874, our first shipment of 1,400 tons rails, and in the fall 600 tons more, arrived from Mr. Reed, and advances enabling us to proceed with our work, and by the fall of 1874 we had completed 30 miles of road. Our liabilities in the United States amounting to \$70,000 were also paid off by Mr. Reed.

In the fall of 1874, I made satisfactory arrangements with the Rhode Island Locomotive Works and Wason Manufacturing Company, for two additional locomotives and five

first-class cars, which were duly delivered in November. These purchases were made on the strength *entirely* of our English negotiations!

Our English advances continued up to May, 1875, and Mr. Reed had succeeded in floating the first issue of £100,000 of debentures, and had advanced us about £9,000 over what he had promised to do, for which he simply held the second issue as collateral.

As we thought it very advisable to construct 15 miles more of line (to St. Joseph) I left for England in April, 1875, to try and induce Mr. Reed to make us the necessary advances, and after a great deal of trouble, he agreed to do so, holding the second issue of bonds as collateral, as the market would not permit of their being floated! A Power of Attorney similar to the first sent was forwarded him, authorizing him to deal with the second issue.

On June 20th of the same year, our first section of 30 miles was opened for traffic. The rails for the 15 miles additional not arriving before September, we were unable to complete our work to St. Joseph that fall, but in July, 1876, the additional 15 miles were inspected by the Government Engineer.

The Government in 1875 gave additional aid to the line, increasing the subsidy to \$3,800 nett, so that the total amount which went into the actual construction of the railway (43 miles) up to the present time is as follows:

FROM CANADA AND UNITED STATES.

Government aid.....	\$157,800
Less — Trust Fund pledged to meet interest on Bonds.....	74,385
	<hr/>
	\$ 83,415 (1)

ber. our	Private subscriptions to Wooden Railway actually paid up as per Stock List lately issued.....	42,780 (2)	
and e of ,000 held	Levis Corporation to Wooden Railway (in bonds).....	50,000 (3)	
	St. Anselme, indirectly through private parties (bonds).....	12,000 (4)	
ales pril, sary l to l, as ! A rded	Liabilities incurred altogether on Mr. Reed's credit (including \$15,000 advanced by Messrs. Ross, Caron, Beaudet and others,) (less Rolling Stock since taken possession of by the owners).....	115,098 (5)	
		<hr/>	\$ 303,293 00
	or about \$7,000 per mile.		

FROM ENGLAND.

of 30 miles able July, Gov-	Furnished by Mr. Reed in actual cash and rails up to April, 1874 (on 1st issue of bonds).....	£ 55,000	
	Furnished by Mr. Reed in actual cash as advances, from April, 1874, to date, as per statement (on second issue bonds).....	53,195	
line, total of the s:		<hr/>	
	Sterling.....	£108,195	
	or at \$4.86 per £.....		\$ 525,827 70
	or per mile \$12,083.		

It must also be remembered that the amounts numbered 2, 3 and 4 (\$104,780) were given and subscribed for a *wooden railway* contracted for at \$6,000 per mile. These subscribers have now an Iron Railway instead, which is certainly more than they could have expected when they gave what they did!

Several anonymous newspaper correspondents have endeavored, since the present difficulties have arisen, to prove that of the amount spent in the construction of the road only 48 per cent. was furnished by Mr. Reed and his friends, as against 52 per cent. contributed by the shareholders, the Government, and the persons to whom the \$115,098 is due.

Now allowing the Government and other Canadian subscriptions to stand as they are, the amount so subscribed would represent \$303,293, or about \$7,000 per mile, as against English advances of \$525,827, or \$12,083 per mile; and I maintain that the Government subsidy is given as a *bonus* to the parties who should furnish the funds to carry out the undertaking, also the Levis and St. Anselme subscriptions, which represent \$62,000. Therefore the following statement should be considered a fair comparison.

Private subscriptions.....	\$ 42,780
Floating debt, incurred on credit of English negotiations	115,098
Total.....	<u>\$ 157,878</u>

or \$3,650 per mile,

as against actual advances from England, as per statement \$525,827, or \$12,083 per mile.

In the foregoing, I have merely gone into actual cash figures of how financial matters stand, as between the Levis and Kennebec Railway Company and Mr. Reed. I now wish to show the position of the mortgage!

On the first Section of line, about 30 miles, not to speak of the second Section, there is a bonded debt (bonds floated and held in England) of £3,300 sterling per mile, and upon which an interest of 7 per cent per annum is expected to be paid (or in figures, £7,000 per annum). The Trust Fund

provided out of the Government subsidy is exhausted, and on the 1st July next £3,500 will be due and no funds ready to meet it, nor does the lease with Mr. Sénécal, as may be seen, even allude to any bonded debt existing.

The mortgage on the road is therefore :

Bonded debt, on 1st Section.....	£100,000
Advanced by Mr. Reed on 2nd issue of £100,000 of bonds.....	53,195
	<hr/>
	£153,195
	<hr/>
or at \$1.86 per £	\$744,527
	<hr/>

or about \$17,000 per mile.

This, it seems to me, must be tolerably plain to persons who have any knowledge of figures.

Mr. Reed had never contemplated for a moment that he would be called upon to furnish all the money to build the line, but depended on liberal action on the part of the Government and Municipalities to assist him in carrying out an enterprise of such importance to the Province. In this however, he was sadly disappointed. For, notwithstanding his every effort in 1875 and 1876, to get additional aid from the Government, the County of Beauce, and Levis, he failed to impress upon them the fact that English capital could not be procured for railway enterprises, unless the people *directly benefitting by the enterprise* would exert themselves to a reasonable extent!

Can any one blame Mr. Reed for feeling intense disappointment at the apathy and indifference manifested by Government and people after receiving such liberal assistance from English capital, and *be it remembered* that the Levis and Kennebec Railway is the only line of railway in the Province of Quebec, whose securities have been quoted

on the London Stock Exchange. Apart from these disappointments, let me draw attention to the fact that in the prospectus issued, and upon which I made the negotiation for English capital, the traffic receipts on the first 30 miles were estimated (I made the calculations upon the same basis as established by engineers in Ontario and the United States, taking into account the population and products of the district to be served by the road) at \$180,000 per annum gross, equal to \$6,000 per mile, or considerably less than the Grand Trunk and other Canadian roads are now earning. Whereas the actual receipts on 30 miles only reached to about \$32,000 per annum or barely enough to pay the working expenses of the line, and upon the 45 miles there was no increase on that amount. I do not mean to doubt that so soon as timber interests improve, and the people accustom themselves to a railway as a means of communication, the receipts will be much greater; and indeed it is still my firm conviction that if ever the line is completed so as to connect with the United States railway system in Maine, and with the Quebec Central, and the immense area of unoccupied lands in the County of Beauce, admirably adapted for a settlement, and destined to become the garden of the Province, shall have been developed by its means, the Levis and Kennebec will become in time one of the most profitable and useful lines in the Province; but in the meantime we cannot wonder that Mr. Reed was sadly disappointed to find that after the first year's working, not one dollar could be provided out of the receipts to meet the interest on the debentures. I am of opinion that the receipts could have been largely increased had the terminus at Levis reached a more convenient point, and that at St. Joseph reached the village, but notwithstanding the efforts made, not a dollar of assistance could be obtained from either Levis or St. Joseph to effect the extension!

Owing to all these circumstances, it was impossible to continue the line, or to float the bonds of the second issue,

On June 20th, 1875 the Lieutenant-Governor of Quebec and a large party of dignitaries attended the excursion inaugurating the Levis and Kennebec Railway to Scotts. Two special trains left the Levis station at noon. Speeches were made at the destination. The Speakers besides the L&K Directors included Mr Inglis, the President of the Wiscasset Road, Colonel Rhodes of the North Shore Railway and John L. Reed, the Financial Agent. The trains arrived back at Levis at eight o'clock. Shortly after the Quebec Government gave additional financial aid to the railroad, but it was not enough; and the Counties of Beauce and Levis were not all that interested it soon appeared to both Reed and Scott.

Rails for an additional fifteen miles did not arrive from England in time and it was not until July 1876 that the rails reached St Joseph. Traffic receipts were expected to bring in \$180,000 per year and on the first forty-five miles it was a low of only \$32,000. Mr Reed was sadly disappointed that after the first years revenues there was not one dollar for interest on the Railroad Bonds.

bafter a quick trip over the railway he thought that it was useless to continue any construction. The Quebec Government would only agree to temporary aid to Quebec railroads.

LEVIS AND KENNEBEC RAILWAY

The very same day that the Sherbrooke, Eastern Townships Railway was incorporated on April 15th, 1869, an allied project, the Levis and Kennebec received its charter, along with four other "wooden railroads". The Levis and Kennebec was to leave the upper town of Levis head south and then turn west towards the Chaudiere River. It was then planned to travel southward along the Chaudiere through the Beauce region to Lac Megantic; then hit the international border, where it would make a connection with the Somerset Railroad, which was to construct a railway north from the Maine Coast.

The first meeting of the Levis and Kennebec railway was held October 10th, 1870 at Levis. Alexandre-Rene Chaussegro de Levy was elected President at this meeting. The principal backers were the Honourable J.G. Blanchet, L.N. Larochelle, C.H. Pozer and Hector L. Langevin. A contract was awarded December 31st, 1870 for the first fifty miles, from Levis to St Francois, to the very promoter of wooden railroads, J. B. Hulbert. Work did not start immediately, because Hulbert was preoccupied with the construction, control and operation of the wooden Quebec and Gosford Railway. The contract called for \$6000.00 cash per mile completed and equipped.

The first work of grading started near the Saint Henry tollgate in June 1871. Saint Henry, south of Levis, was the point where the Grand trunk Railway's Chaudiere to Riviere du Loup railway intersected the Levis and Kennebec Railway. Mr Hulbert had between five hundred to six hundred men at work grading the route. In the spring, contractors Larachelle and Scott had 90,000 ties, and 7000 feet of lumber to build a bridge across the Etchemin River at Ste. Alsime. Sufficient work had been accomplished to allow some of the wooden rails to be even laid, in the summer of 1872.

During the winter of 1872 Mr Hulbert had received the contract to build the Sherbrooke, Eastern Townships and Kennebec Railway. The SFT&K was to be built north from Sherbrooke to a connection with the Levis and Kennebec. Mr Hulbert now was the promoter and contractor of four Quebec wooden railways; the Quebec and Gosford, the Richilieu Drummondville and Arthabaska the SFT&K, and the Levis and Kennebec. Only the first operated with some regularity, the second once and a while and the third and forth had not turned a wheel. The Quebec and Gosford in 1872 literally fell apart, the wooden rails were useless. The SFT&K decided that iron rails must be used, and so did the L&K. To these ends the L&K company increased its capital stock to \$3,000,000.00.

At the L&K Annual Meeting held in July 1872, the first Speaker of the Quebec Legislative Assembly, the Honourable Joseph-Godric Blanchet became the new President of the Levis and Kennebec. The most influential director was Louis-Napoleon Larochelle.

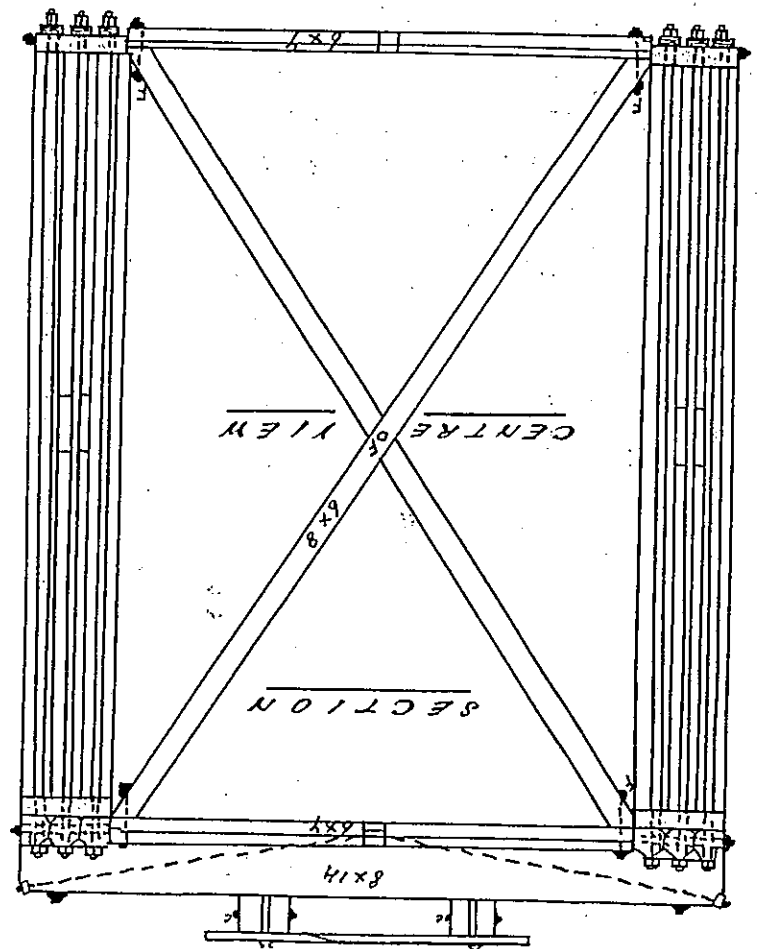
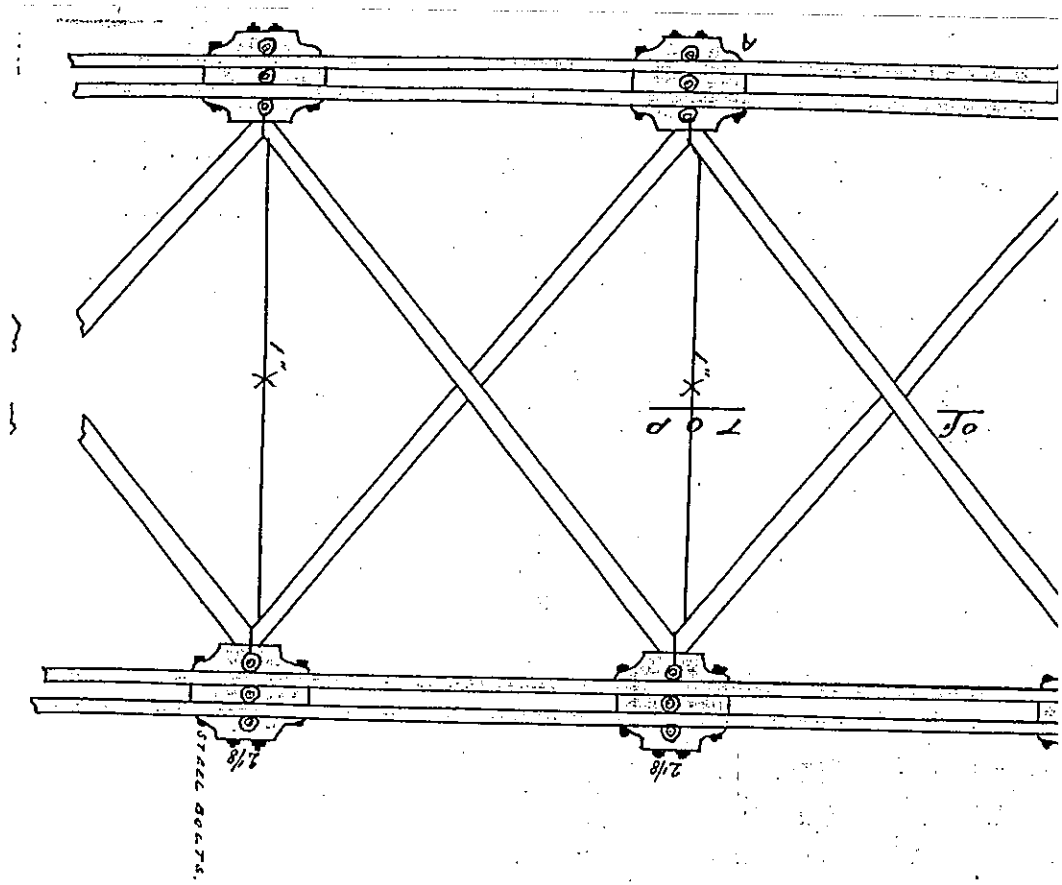
Larochelle was born at St Anselme in 1834, the son of an enterprising industrialist who owned a sawmill, foundry and a textile mill. His prosperity allowed him to invest heavily in the Levis and Kennebec. Larochelle had gone into partnership with Charles Armstrong Scott, Hulbert's foreman to secure part of the contract to build the L&K as sub-contractors.. Hulbert by late 1872 was broke and could not pay Larochelle and Scott. the \$30,000 that he owed them. In January 1873 Larochelle and Scott made an arrangement with Hulbert by which the gentleman agreed to retire from the contract altogether and they would replace him. A lease of the first section of twenty miles was granted to Larochelle and Scott by the Levis and Kennebec Company, the contractors agreed to build that portion of the L&K and taking as their profits the working of the railway for twenty years. This lease was later extended to ninety-nine years on the whole length of the line for ninety miles.

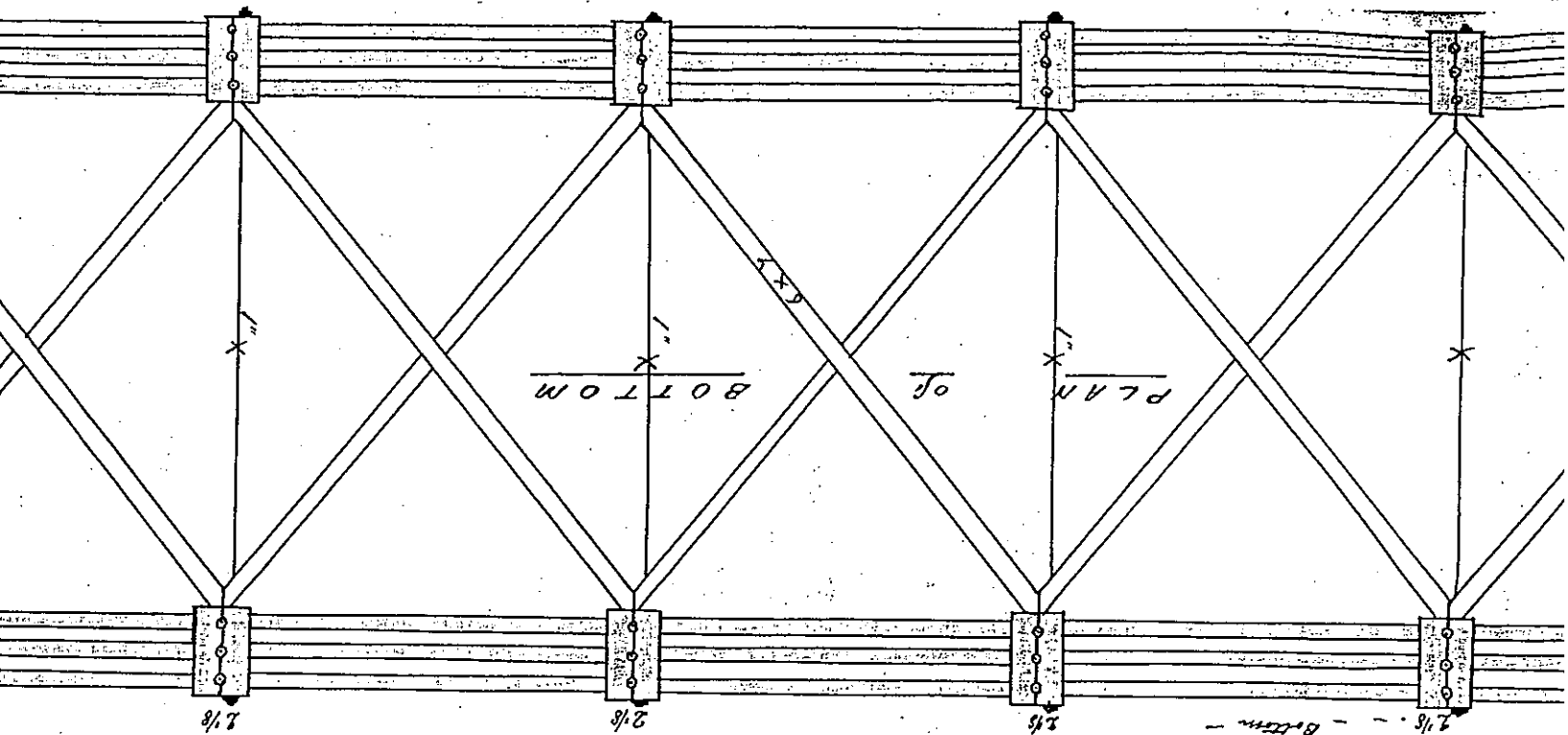
At that time the railway company decided to issue debentures to provide financial backing for the contractors and commissioned Charles Scott to go to England to sell the securities in March of 1873. Scott would later state that upon reaching London he found it utterly impossible to negotiate Bonds on a road that really had nothing to give as security except a paltry \$2,870.00 per mile subscribed by the Government and people. After four months in London Scott returned to Canada, the trip he thought a complete failure.

The first locomotive of the Levis and Kennebec arrived at St Henry the last week of August 1873. It was christened the Hon. H. G. Blanchet. A Rogers Locomotive Works product complete with a balloon smokestack and fluted brass domes. At this same time two ships arrived at Levis bearing one thousand tons of English rails. The locomotive and rails had been purchased by Larochelle through Hulbert and his New York friends with money borrowed from Judge Bosse and James G. Ross.

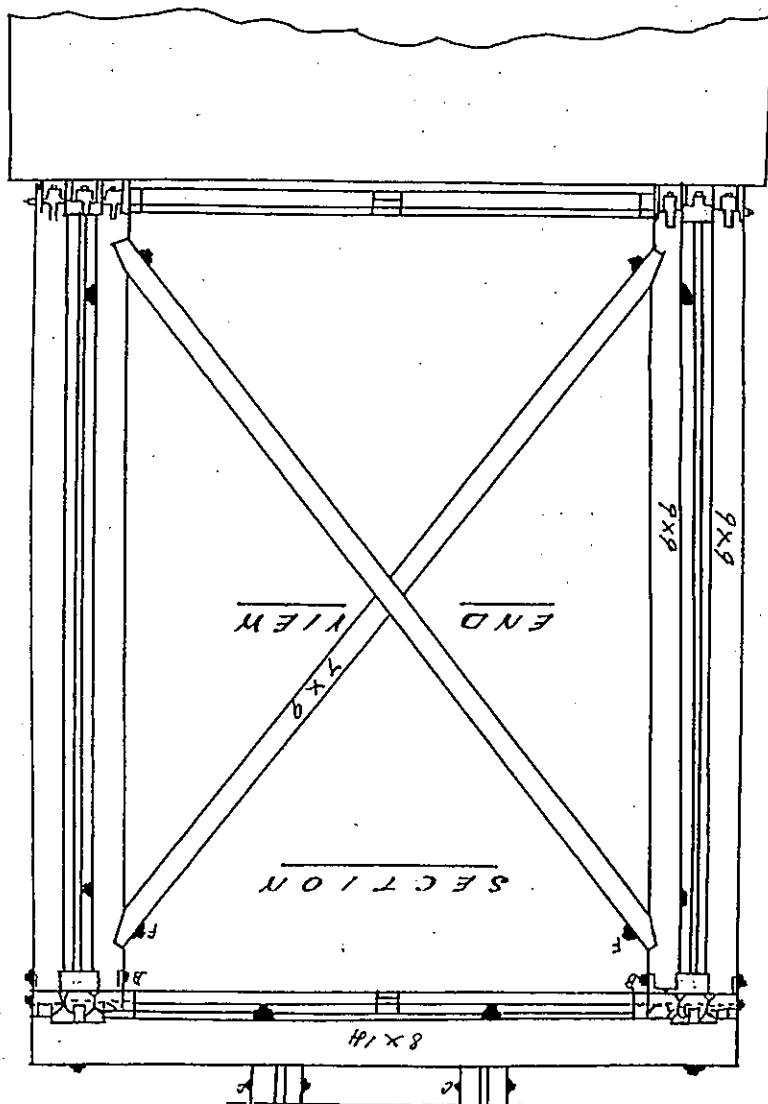
October of 1873 Scott was cabled from London to return immediately that his earlier enquiries had proved been somewhat successful. On arrival he was met by a John Langham Reed. Scott soon entered into an agreement with Reed whereby Reed would make advances to the contractors to allow them to continue the work, pay the labourers and save all from bankruptcy. The agreement called for Reed to purchase the first debenture bonds at a substantial discount but that Reed also had the right to purchase second and third issue debentures when they were released at the same substantial discount.

In 1874 the steamship Amelia arrived from Cardiff with and additional 2000 tons of rails. The first twenty eight miles of track were laid from Levis to Scotts, on the banks of the Chaudiere River. The railway already owned the one Rodgers locomotive and in 1874 the company acquired two Rhode Island Locomotive Works engines named the "L. N. Larochelle" and the "C. A. Scott". The company had five first-class coaches supplied by Wason Manufacturing and four second-class coaches built at the sawmill and foundry of Larochelle at St. Anselme..





1/8" below 5th beam - Bottom -



Nouvelles Locales

Accident sur le chemin de Lévis Kennebec.

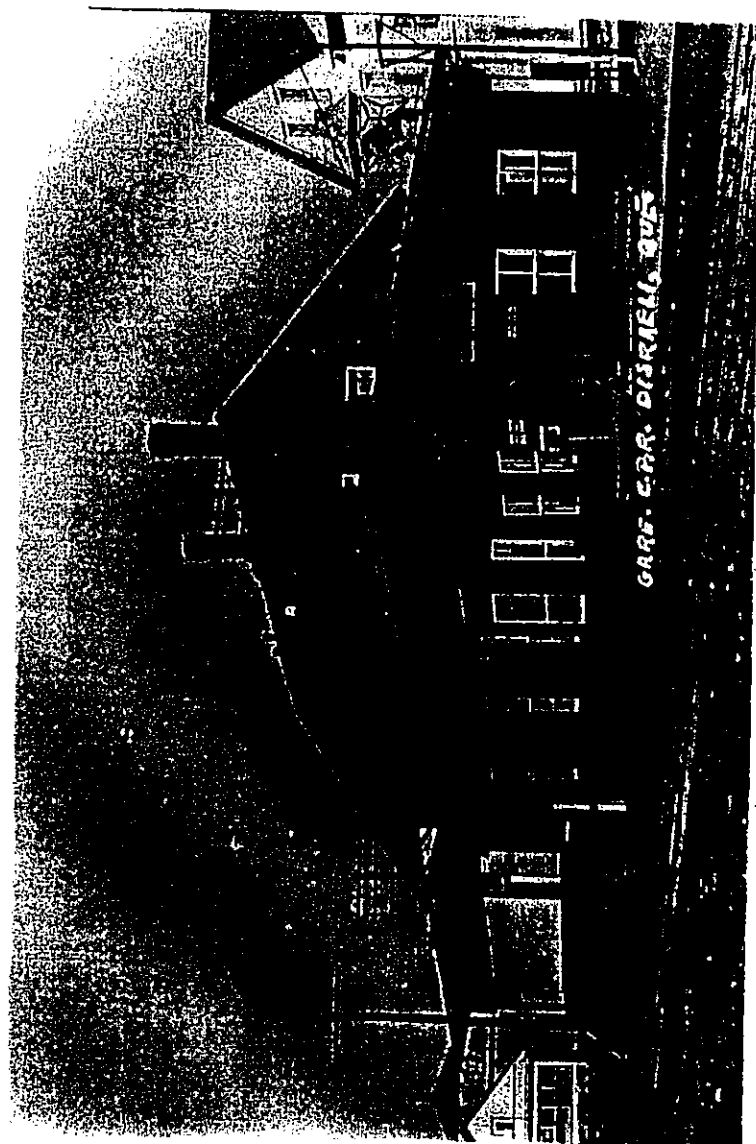
Collision de deux trains.

Un homme tué et deux blessés.

Hier, dans le cours de l'après-midi, la population de Lévis fut mise en émoi par la sinistre nouvelle qu'en un instant très grave venait d'arriver sur le chemin de fer de Lévis et Kennebec. Qui ajoutait encore à la poignante pensée du public, c'est qu'un bon nombre de voyageurs étaient partis de Lévis pour aller blayer la voie encombrée par la neige des dernières bordées. La panique, toute si active en pareille circonstance, grandit chaque instant le chiffre des pertes et celui des blessés. La première nouvelle apprenait bien en effet qu'un grand nombre de personnes avaient été victimes de l'accident mais les données étaient vagues, on peut se figurer de la poignante anxiété des familles dont le père ou quelque enfant étaient allés prendre part au lamentable défilé du chemin. Des nouvelles plus certaines vintent bientôt.

le compion
27 JAN 1979 PJ2







Loco No 485

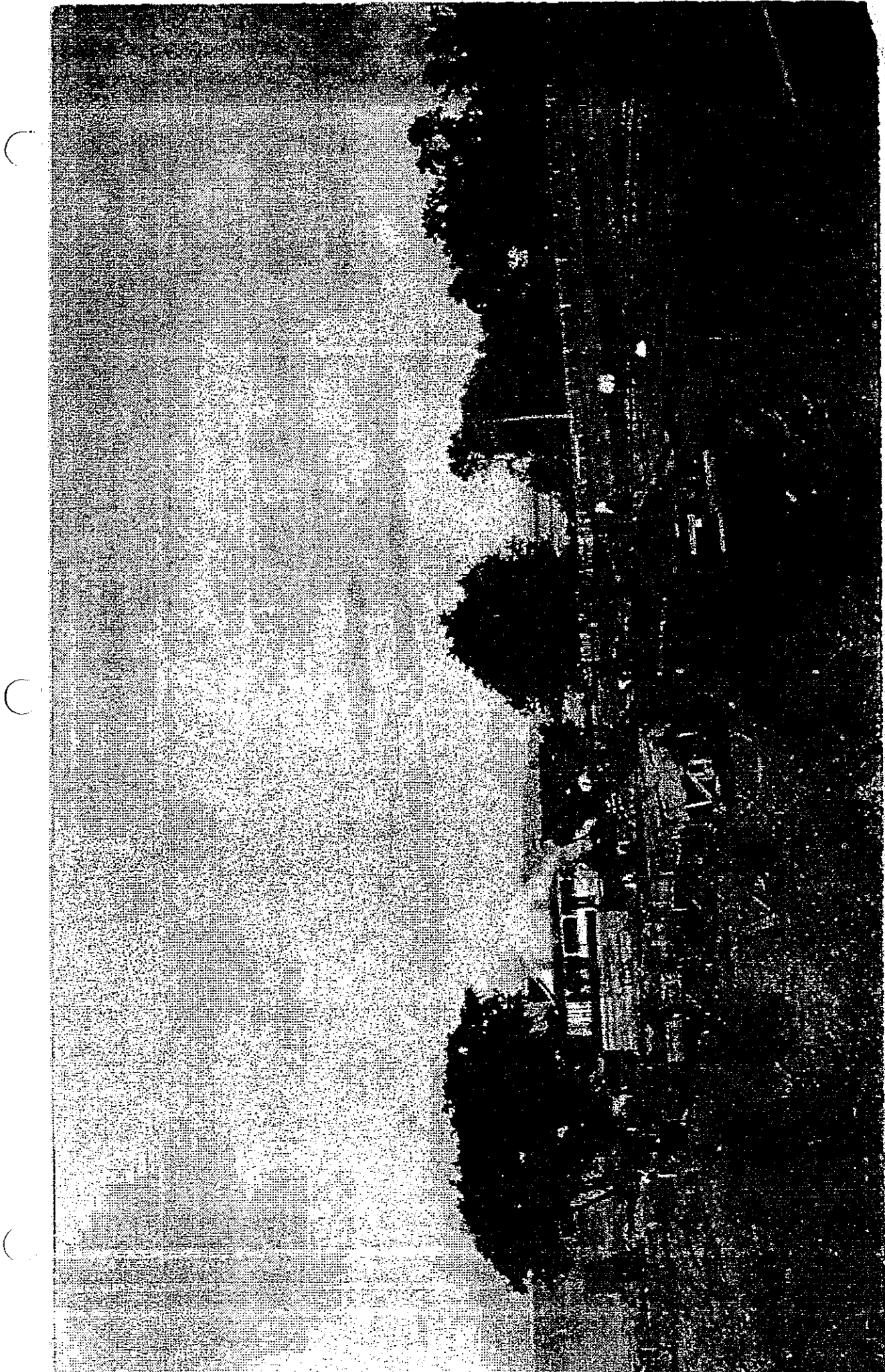
Faiblesse ?

Si la construction des rails était si coûteuse, c'est en grande partie à cause de l'assiette, soit la fondation sur laquelle ils reposaient. Si l'on n'y prêtait pas l'attention nécessaire, les conséquences pouvaient être désastreuses. Les reliefs québécois étaient certainement moins accidentés que ceux du nord de l'Ontario ou des Rocheuses, mais les difficultés ne manquaient pas. Le courant rapide des cours d'eau de la province mettait parfois en péril les voies construites à proximité.

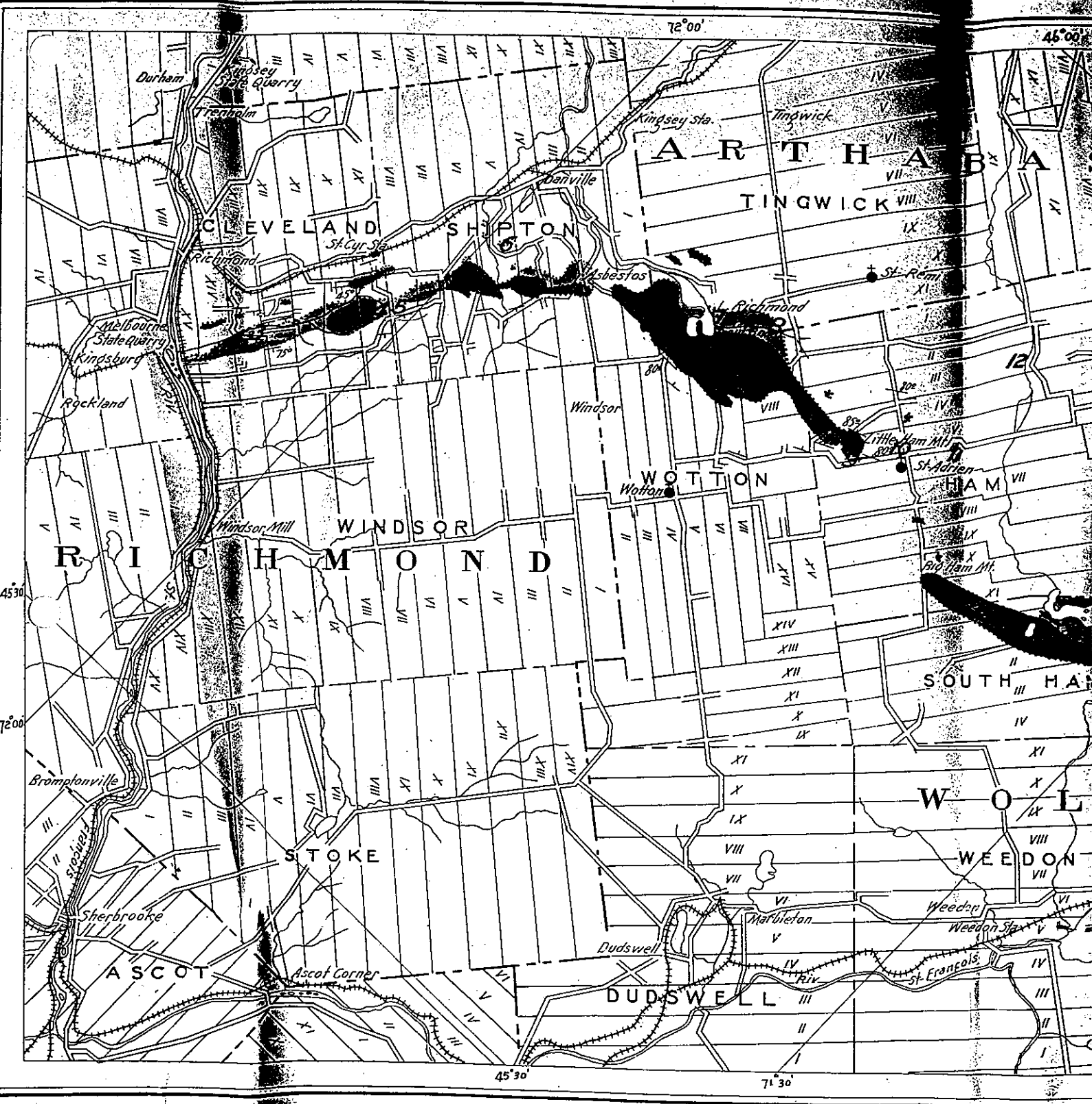
Photo: auteur inconnu, Archives nationales du Québec à Québec, P547, S3, SS2, D13, P2

Voir aussi P547 S3 SS3 D5 P1
Re Faro, Alexander, Au Rythme du temps
1859-1970, publication de Québec 2002

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Photo:



INQ R 547 S3 S52 P13 P3



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Compilation des Arpentages, Ministère des Terres et Forêts, Québec.

Cartes de la Commission géologique du Canada.

Géologie par J.-A. Dresser, A. M. R. R. Rose, 1907-1909; B.-T. Denis, 1930.

Pour accompagner le rapport de B.-T. Denis, dans le Rapport annuel du Service des Mines, 1930, Partie D.

THE SNOW-STORM AT LEVIS.—The storm which has been visiting this part of the country, was well under way at Quebec twenty four hours before it reached us, and all accounts show that it has been one of the most severe experienced in many years. At Levis station on the Quebec Central, some men attempted to house an engine, but could make no headway in clearing the rails with shovels. They then attempted to plough through the yard to the engine house, but ran the engine off the rails, and in a short time only the top of the smoke stack was visible above the tremendous drifts. There are said to be box cars on the siding there entirely covered up under the snow, not a trace being seen, and the wind still blowing a gale. It is impossible for one who has not experienced the force of the wind in that locality to understand what a genuine blocking snow-storm is.—*Sherbrooke Gazette.*

Stanstead Journal

January 17, 1884

Quebec Central Railway.
The Favorite Route to Quebec,
the Lower St. Lawrence and
Saguenay Rivers. St. Leon
Springs, Etc., Etc.

Only Line Running Parlor Cars to
Quebec

On and after MONDAY, JUNE 11, 1886

TRAINS WILL LEAVE SHERBROOKE,
EXPRESS—Leaves Sherbrooke, 8.15 a.m.
arrive Beauce Jet. 12.20 p.m., arrive
Harlaka Jet 2.05 p.m., arrive Levis at
2.20 p.m., and arrive Quebec by Ferry,
2.30 p.m., arrive Riviere du Loup 6.30
p.m., arrive Cacouna 6.40 p.m.
MIXED—Leaves Sherbrooke 7.15 a.m., ar-
rives at Beauce Jet. 4.30 p.m., arrives
St. Francis, 7.45 p.m.

TRAINS ARRIVE AT SHERBROOKE,
EXPRESS—Leaving Quebec Ferry 2.15 p.
m., leaves Levis, 2.45 p.m., Beauce Jet
4.40 p.m., arrives Sherbrooke 8.40 p.m.
MIXED—Leaves St. Francis 6 a.m., Beauce
Jet 7 a.m., arrive Sherbrooke 3 p.m.

QUICK TIME! NO DELAY! BEAUTIFUL
SCENERY! SURE CONNECTIONS!

Passengers leaving Sherbrooke by Pass. R'y.
morning train, make sure connections
at Sherbrooke.

Connections at Harlaka Jet. and Levis
with the Intercolonial Railway for Riv-
er du Loup, Cacouna and all Sea Bath-
ing points on the St. Lawrence, at Que-
bec with the Saguenay Steamers for all
points on the lower St. Lawrence and
Saguenay Rivers, with Canadian Pa-
cific R'y. for Three Rivers, St. Leon
Springs and points west, and with
Richelieu Co. Steamers for Montreal
and the West.

Reduced rates during the Summer Season
on Tourist Tickets to

QUEBEC, RIVIERE DU LOUP, CACOUNA,
MURRAY BAY, HA HA BAY, CHICOUT-
IMI, ST. LEON SPRINGS, &c.

Apply for full information and list of Ex-
cursions at Union Ticket Office, Sherbrooke

J. R. WOODWARD,
Gen. Manager.

J. H. WALSH, A. G. P. A.

September 30
1886

Quebec Central Workshops.

A correspondent of the *Shorbrooke Gazette*, who evidently writes with authority, relates how an important interest has been lost to that town:—
“You are aware that about a year ago, the shops sold by the city to the contractors of the Quebec Central railway were seized on a private debt, which they had assumed, and sold to a Mr. Mowry, of Philadelphia, to whom the city ceded the property. Mr. Mowry claims rent for the premises, since the sale at the rate of \$200 per month, or interest at 8 per cent., representing a capital of thirty thousand dollars. This sum the contractors demurred paying, and hence on Monday last the employees were turned out and positively refused to be permitted to occupy (even for a week) any portion of the premises, under the advice of the legal adviser of the city, who is generally understood to be interested in the purchase of the property. The engines and cars were consequently without shelter, and the workmen thrown out of employment. Through the kindness of the Passumpsic R. R. Co. temporary shelter and use of shops has been found until the shops at Beaudette Junction are ready for occupation. The loss to our city by this operation will be (\$3,000) three thousand dollars per month, or thirty-six thousand dollars per annum paid out to employees. About forty workmen representing a population of 200 will be taken from our midst. The whole the result of the suicidal policy of our council in May last, placing power in the hands of an outsider to oppress and drive away a local industry.”

Stansted Journal
December 11 1884

Un léger accident ferroviaire

L'Act
Cathol
22
Decemb
1943

Vers huit heures et quart ce matin, la deuxième section de l'Océan Limité, le No 33, a donné contre le train No 32, le local qui va de Charny à Edmundston. La collision s'est produite juste en face de la gare de Lévis.

Les renseignements que nous avons obtenu au Chemin de fer national même sont maigres, mais d'autre source nous apprenons que cinq ou six personnes auraient été blessées, plutôt légèrement cependant.

La deuxième section de l'Océan Limité avait quelques heures en retard. Le No 32, qui venait d'arriver de Charny, était en gare. Bien que l'Océan Limité entrât à une vitesse réduite, le choc fut assez violent pour faire dérailler les deux locomotives.

A dix heures et quart le travail de déblaiement était avancé: il ne restait plus qu'une locomotive à reménager. La locomotive de l'Océan Limité a été la plus endommagée.

December 22
1943

Accident de Chemin de Fer

UN TRAIN DU QUÉBEC CENTRAL
VOIT SA LOCOMOTIVE TOMBER
EN BAS DE LA VOIE.

L'express du Québec Central qui part de Lévis à 3.30 heures p. m. a failli subir un gros accident hier après-midi à S. Joseph de Lévis. Il passait un peu plus haut que les moulins Edouard-Ruel lorsque la locomotive buta sur un obstacle qui la fit sauter à côté de la voie avec le tender. Heureusement l'ingénieur eut la présence d'esprit d'arrêter sa locomotive ce qui empêcha le train d'être entraîné en bas des rails.

On a téléphoné immédiatement à la gare de Lévis pour faire venir une autre locomotive qui a accroché le train par en arrière et l'a fait passer par Chaudière Junction et l'embranchement de S. Henri en route pour Sherbrooke.

M. Jos. Fortin, surintendant du Québec Central qui était à Lévis se rendit lui-même avec une équipe d'hommes à l'endroit du déraillement et a surveillé le travail du débaillement.

Après quelques heures de travail la locomotive et le tender ont été réinstallés sur la voie et sont revenus à Lévis pour reprendre le service. On se perd en conjectures sur l'intention de ceux qui auraient placé cet obstacle sur la voie ferrée, si toutefois la chose a été faite avec intention.

La compagnie du Québec Central a montré beaucoup de dévouement au public en faisant diligence pour que les voyageurs partis sur l'express de Sherbrooke soient retardés le moins possible dans leur voyage.

November 3
1910

Déraillement sur le Québec Central

Feb 24 1916
Quatre hommes blessés et l'un d'eux
succombe à ces blessures.

Un accident de chemin de fer qui a coûté la vie à un homme, et dans lequel trois autres ont été sérieusement blessés, s'est produit, hier après-midi à 4 hrs, sur la ligne du Québec Central, à Cumberland Stading, quatre milles au sud de St-Georges-de Beauce. Un convoi de fret extra du Québec Central, en destination du Lac des Anglais pour Valley Junction, a déraillé à la suite d'une défectuosité survenue à l'une des roues de la locomotive. Une douzaine de wagons furent renversés avec la locomotive au bas du remblai.

Le mécanicien Duncan Ross a été affreusement brûlé et a succombé à ses blessures à l'hôpital de Sherbrooke où il avait été transporté.

Le chauffeur Murray a aussi été gravement brûlé et on ne croit pas qu'il puisse survivre à ses blessures.

Deux autres employés du train, un nommé Labbé, de Beauce Junction, et un nommé Grant, de Lévis, ont également reçu des blessures. Ce dernier a été transporté à l'Hôtel-Dieu de Lévis et l'autre à Sherbrooke. Ce sont, dit-on, les moins grièvement blessés.

Les dommages matériels sont considérables et la circulation des trains est interrompue sur cette section de la ligne depuis l'accident.

Des wagons-salon seront attachés au train spécial d'excursion qui laissera la gare du Pacifique Canadien samedi, le 26 courant, pour Montréal.

February 24, 1916

L'Action Catholique

VICTOIRE DU BARDEAU D'AMBIER SUR SON ENNEMI SECULAIRE

Deux témoignages éclatants et incontestables de



L'édifice du Québec Central pendant le feu du 16 février.



L'édifice du Québec Central après le feu du 16 février.

The Sherbrooke Gazette says the construction of the S. M. T. and Kennebec road is being pushed on with vigour, as ten extra miles are to be graded immediately. Mr. Bowen, who is now in London superintending the purchase of rails, advises his partner that he has purchased 700 tons, 400 of which are to be shipped on the 10th inst., and the remaining 300 tons soon afterwards, without delay.

Toronto
Globe
September 10 1874

LAROCHELLE, LOUIS-NAPOLÉON, manufacturer, railway contractor, and politician; b. 14 Nov. 1834 at Saint-Anselme, Lower Canada, son of Siméon Gautron*, *dit* Larochelle, and Sophie Pomerleau; m. there 12 Dec. 1876 Georgiana Plante; d. 27 Oct. 1890 at Saint-Anselme.

After studying at the Petit Séminaire de Québec from 1847 to 1856, Louis-Napoléon Larochelle embarked on a business career. He was the son of an enterprising industrialist who owned a sawmill, foundry, and textile factory; when his father died in 1859, Louis-Napoléon took over his interests. Although little is known about his activities in the local economy of Saint-Anselme, they seem to have made him fairly prosperous. His ability to raise money apparently was good enough to enable him to invest substantial sums in 1873 and 1874 in the Levis and Kennebec Railway Company. In 1885 he lost \$20,000 when a carding mill he owned burned down. These facts suggest that Larochelle had considerable resources at his disposal.

It was probably the Levis-Kennebec affair that made Larochelle famous, particularly as a result of his disputes with his partner, Charles Armstrong Scott. Because of his involvement in the local economy, Larochelle was quickly attracted to the Levis and Kennebec Railway Company, incorporated in 1869 to link the town of Lévis with the Atlantic coast by a line through the Beauce region and the state of Maine. In 1870 Larochelle joined such influential politicians as Joseph-Godric BLANCHET, Hector-Louis Langevin*, and Christian Henry POZER on the company's board of directors; the president was Alexandre-René Chaussegros* de Léry. Taking advantage of the political pressure it could bring to bear, the company obtained substantial subsidies from the Quebec government. On 31 Dec. 1870 the contract to build the first 50 miles was awarded to a well-known American promoter of roads with wooden rails, Jerome B. Hulbert, who began the work of levelling in 1871. By the next year the route was ready for the wooden rails but, feeling that these were not likely to stand up to spring thaws, the company opted for iron rails, and consequently had to put up more capital. A new building contract was then granted to Hulbert's previous foreman, Charles Armstrong Scott, and to Louis-Napoléon Larochelle, who was to be the contractor: by its terms they could operate the line for 99 years and were to have a certain number of shares in the company. To further these interests, the two men entered into partnership on 8 Jan. 1873. Acting as guarantor for the necessary credit, Larochelle advanced \$30,000 for the

LAROCHELLE

Larocheville

construction of the line to encourage English capitalists to supply the rest. At the end of 1873 Scott and Larocheville went to New York to buy a locomotive and 600 tons of rails, paid for by Larocheville, with money borrowed from Judge Joseph-Noël Bossé and James Gibb Ross.

At that time the company decided to issue debentures to provide financial backing for the contractors and commissioned Scott to negotiate these securities. Scott went to London and signed a contract with British broker John Langham Reed for the sale of debentures of the Levis-Kennebec company in the amount of £100,000. Reed, who paid only £55,000 for the debentures, secured the right to resell this issue, bearing 7 per cent interest over a 20-year period, as well as first claim to purchase the next two issues. Because the broker made various deductions Scott and Larocheville actually received only £48,000 (instead of £55,000) on the first debenture sale, and by 1874 the Levis-Kennebec company was saddled with a debt of £100,000 and annual interest payments of £7,000. On 20 June 1875 only the section from Lévis to the Scott junction (28 miles) was put in service, but a provincial subsidy of \$4,000 a mile the following year enabled the company to complete the 15½-mile section connecting Scott with Saint-Joseph in the Beauce region. Having laid only 43½ miles of track by 1876, the Levis-Kennebec company was not yet legally authorized to issue the second series of debentures. Reed already had these securities in hand, having got the documents signed in advance by the company's president, Joseph-Godric Blanchet, and he now asked for the third series. Failing in the attempt, Reed demanded to be reimbursed for the entire amount already paid to the Levis-Kennebec company, and this brought its operations to a standstill. Scott and Larocheville declared themselves insolvent. The two contractors became embroiled in a quarrel when Scott transferred to Reed the 65,000 Levis-Kennebec shares he had acquired under the terms of the construction contract; Reed thus gained control of the company.

Anxious to present his version of the facts, Scott in 1877 published a pamphlet entitled *The Levis and Kennebec Railway, and its difficulties*, which prompted Larocheville to defend himself similarly in a pamphlet also brought out that year entitled *Chemin de Lévis et Kennebec; réfutation de la brochure de C. A. Scott*. In it Larocheville attempted to show how Scott had shirked his responsibilities by making over his shares to Reed without requiring him to acknowledge a personal debt of \$40,000 to the workers and suppliers of the Levis-Kennebec company. Larocheville further reproached Scott for acting from the outset as a servant of the English capitalists, regularly accepting their "one thousand dollar gifts" and readily submitting to their terms, while pocketing \$1,800 annually for rep-

resenting the company's interests in London. Initially without financial resources, Scott had quickly made a fortune for himself in this operation, which by now had seriously depleted Larocheville's assets.

Meanwhile the Levis-Kennebec company insisted that Reed hand over to it the second series of debentures and at its annual meeting in February 1877 deprived him of the right to exercise his power as principal shareholder. The British bondholders then brought some dozen actions against the company; the result was a complete financial impasse at the beginning of the 1880s when the company was unable to pay the interest on its borrowed capital. The Levis and Kennebec Railway Company went bankrupt, and on 22 March 1881 was finally auctioned by the sheriff, on the steps of the church of Notre-Dame-de-la-Victoire at Lévis, for \$192,000. James Robertson Woodward purchased it for the Quebec Central Railway Company.

A supporter of the Quebec Conservative party, Larocheville held many posts in the course of his political career. One of the most distinguished citizens of the region, he served as mayor of Saint-Anselme from 1870 to 1878 and again from 1881 to 1889. In the provincial elections of 1867 he stood in Dorchester County against an influential opponent, Hector-Louis Langevin. In this contest between two Conservatives, Langevin had the advantage of having represented the county for 10 years in the Legislative Assembly of the Province of Canada. In addition Langevin intended to seek the federal seat as well in order to help establish the new federal system, and he promised if elected to devote his salary as an MLA to the needs of the county. Larocheville agreed to withdraw provided that Langevin promised to resign his provincial seat after one year and to give Larocheville his support in the subsequent by-election. Having finally decided to ignore Larocheville's demands Langevin went after and won both seats. In the 1871 provincial elections Langevin stood in the riding of Quebec Centre, leaving the field clear for Larocheville, who was returned for Dorchester by acclamation. That year he was appointed to the legislature's select committee for industrial development. He was re-elected in the elections held four years later.

Larocheville's tendency to independent views became evident when the provincial government of Charles-Eugène Boucher* de Boucherville committed itself in 1875 to building the Quebec, Montreal, Ottawa and Occidental Railway on the north shore of the St Lawrence. The member for Dorchester and four ministers of the Conservative cabinet opposed the government's railway policy, fearing that public subsidies for the railways on the south shore would be reduced. After this quarrel with the party leadership Larocheville did not run in the elections of 1878.

He returned to political life in 1881 but was beaten by Nicodème Audet in the provincial elections in

LAROCHEVILLE

Dorchester; he finally won the seat, by acclamation, in 1886. At that time the Conservative party of Quebec, led by John Jones Ross*, was the victim of the backlash against Ottawa's refusal to commute the death sentence imposed on Louis RIEL. A few months after his election Larochelle was one of the five "National Conservatives" who withdrew their confidence from the Ross government and thus held the balance of power in the Quebec Legislative Assembly. On 20 Dec. 1886 he and Ferdinand Trudel published a statement in *La Presse* calling on Ross to resign. Honoré Mercier* came to power early in 1887 and the following year appointed Larochelle to the Legislative Council, usually the final stage in a political career.

Larochelle died on 27 Oct. 1890, after some weeks of illness; he was survived by his wife and five children. His funeral, attended by many political figures, was held at Saint-Anselme.

GAÉTAN GERVAIS

Louis-Napoléon Larochelle was the author of *Chemin de Lévis et Kennebec; réfutation de la brochure de C. A. Scott* (Québec, 1877), which was written as a reply to the charges levelled at him by Charles Armstrong Scott some months earlier in a work entitled *The Levis and Kennebec Railway, and its difficulties: a brief history of Larochelle & Scott's connection with the line from its commencement to the present time* (Quebec, 1877).

AC, Beauce (Saint-Joseph de Beauce), État civil, Catholiques, Saint-Anselme, 12 déc. 1876; 30 oct. 1890. ANQ-Q, PQ, TP, Bureau des chemins de fer (mémoires rédigés par L.-N. Larochelle sur les affaires de la Compagnie du chemin de fer de Lévis et Kennebec). ASQ, Fichier des anciens. *Le Canadien*, 28 oct. 1890. *Le Courrier du Canada*, 29, 31 oct. 1890. *La Presse*, 20 déc. 1886. *CPC*, 1889: 246. *Dominion annual register*, 1885: 371; 1886: 366. P.-G. Roy, *Dates lévisiennes* (12v., Lévis, Qué., 1932-40), I-IV. Adrien Bouffard, *Saint-Anselme de Dorchester . . . une paroisse coopérative* (n.p., [1946]), 22, 45. Désilets, *Hector-Louis Langevin*. Gervais, "L'expansion du réseau ferroviaire québécois." M. Hamelin, *Premières années du parlementarisme québécois*. Honorius Provost, *Chaudière Kennebec; grand chemin séculaire* (Québec, 1974). Rumilly, *Hist. de la prov. de Québec*, II-VI. "Les disparus," *BRH*, 39 (1933): 435.

LAROCHELLES.

LEVIS
AND
KENNEBEC
COURT
CASES

SUPERIOR COURT, IN REVIEW.

MARCH 1880.

Coram MEREDITH, C. J., STUART, ROUTHIER, JJ.

WASON MFG. CO. v. LEVIS & KENNEBEC RAILWAY CO.

HELD:—That railways subsidized by the province, under the "Quebec Railway Act 1869," are liable to seizure and sale by ordinary process of law.

Review of a judgment of the Superior Court, Quebec, rendered 1st February, 1879, as reported at 5 Q. L. R., 99.

STUART, J.—There issued in this case an execution, at the instance of the plaintiffs, upon a judgment obtained against the defendants, under which the Levis and Kennebec Railway, their property, was seized and advertised for sale in the manner prescribed by law. Messrs. Rice, Lewis & Son, of Toronto, who had a judgment for \$1224 against the defendants, likewise issued an execution and lodged it with the sheriff; this conferred upon them a right to be paid upon the proceeds of the sale whenever it took place, and to a certain extent, constituted them joint seizing creditors with the plaintiffs.

The first obstacle that the plaintiffs met was an opposition *afin de distraire* claiming some of the rolling stock as belonging to Messrs Larochelle & Scott, contractors for the construction of the said road. This opposition was rejected by the court.

The defendants then filed an opposition *afin d'annuler* upon two principal grounds, the first on purely technical objections, as to the manner in which the execution had been effected, which were not well founded, the second, upon the ground: "Que le chemin est soumis à l'opération des dites lois, (the act of incorporation of the defendants and an act amending it), et que partant il ne peut être saisi, annoncé, ni vendu d'après le mode voulu pour les saisie et vente d'immeubles dans le commerce et appartenant à des individus. Que le dit chemin n'est pas dans le commerce et ne peut être vendu en cette cause."

To this opposition Rice, Lewis & Son pleaded, that by their act of incorporation the defendants were authorized to contract debts by means of promissory notes and bills of exchange for sums not less than \$100, to issue bonds for the purpose of raising money for the construction of the said road, which bonds

constitute a hypothec upon the said road in favor of the holders thereof, that the amount for which Rice, Lewis & Son obtained judgment against the defendants, and upon which their claim is founded, is based on a promissory note given by the defendants in virtue of the power in their said act of incorporation, for materials furnished for the construction and fitting of the said road; that the defendants have no other means out of which their debts can be paid than the said road; that the defendants intending to defraud the said Rice, Lewis & Son, and their other creditors, have placed the whole of the said railway, and the right to use the same, in the hands of one Louis Adelard Senecal, who receives and appropriates to his own use, with the consent of the directors of the said railway company, all the proceeds arising from the running of the said road, and that thereby the creditors of the said company are deprived of all means of recovering payment of their claims, and praying for dismissal of the opposition. Issue was joined and the opposition finally heard on its merits, when the judgment, now before us in review, was rendered by the Honorable Mr. Justice CASALT, holding that the said railway was not *in commercio* and was not seizable. This judgment is reported at length in the 5 Q. L. Rep., p. 99. A decision in the same sense had already been rendered by Mr. Justice DUNKIN, in a case of *The County of Drummond v. The South Eastern Railway Company, and The South Eastern Railway Company*, opposant *afin d'annuler*, which is reported in 22 L. C., Jur., p. 25. Thus both Mr. Justice CASALT, and Mr. Justice DUNKIN, have held that the railway of an incorporated railway company cannot be seized and sold by the sheriff, even to satisfy a debt incurred for the making of it. The question of law so decided is one of vast importance to the country generally.

The decision under review is made to rest upon the defendants' act of incorporation, and a reference to some of its principal provisions is necessary. The 32 Vic. ch. 54, shews that the legislature of the Province granted the petition of the Honorable Hector Louis Langevin, C. B., The Honorable Alexandre Chaussegros de Léry, The Honorable Thomas McGreevy, The Honorable Joseph Goderic Blanchet, Christian Henry Pozer, George Honoré Simard, Louis Carrier, George Couture, François Xavier Lemieux, Joseph Hopeley Simons, Peter Arnold Shaw and others for an act of incorporation to construct a railroad from the town of Levis to or near the frontier of the state of Maine, in the county

Warren
Manfg Co
v.
Lewis &
Kennebec
Railway Co.

Senecal
Warren

Wason
Manfg Co
v.
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Kennebec
Co.

of Beauce, and ordained, constituted and declared the said above named gentlemen, with such other persons or corporations as should become subscribers and shareholders in the company, to be a body corporate and politic under the name and style of the Levis and Kennebec Railway Company, with power and authority to lay out, construct and finish the said proposed railway *at their own cost and charges*, the capital stock not to exceed in the whole \$500,000, divided in 50,000 shares of \$10 each. The company is authorized to become party to promissory notes and bills of exchange for sums not less than \$100 &c. It is not necessary to advert to any other provisions. By 36 Vict., ch. 45, the above act of incorporation was amended by increasing the capital stock to \$3,000,000 divided in 300,000 shares; it is authorized to issue bonds or debentures for the purpose of raising money necessary for the undertaking, such bonds and debentures constituting a *privileged claim* on the moveable property of the said company, and bearing hypothec from the date of the resolution authorizing the same on the *immoveable property belonging to the said company*, and this without registration, the company having the power to issue bonds to the amount of \$3,000,000, the capital of such company, for sums not less than \$500 each. The company so incorporated under the name of The Levis and Kennebec Railway Company is undeniably a corporation aggregate, and as such is vested with the following powers, rights and capacities, all of which are necessarily and inseparably incident to such a corporation—perpetual succession—the right to sue and be sued, implead and be impleaded, grant or receive by its corporate name and do all other acts as natural persons may—to purchase lands and hold them for the benefit of themselves and their successors, to make by-laws or private statutes for the better government of the corporation. In addition to these powers the defendants had specially granted to them all powers necessary to enable them to make the said railway.

Corporations aggregate are either public or private; they cannot be both. If the foundation be private, the corporation is private, however extensive the uses may be to which it is devoted by the nature of its institution. A bank, created by the government, when the stock is exclusively owned by the government, is a public corporation. But a bank whose stock is owned by private persons is a private corporation, though its object and operations partake of a public nature.

though the government may have become a partner in the association by sharing with the corporators in the stock. The same is true of canal, bridge and railroad companies. The uses may, in a certain sense, be called public, but the corporations are private. To hold a corporation to be public because its object is advantageous to the public, though the stock is held by individuals, would be to confound the popular with the strictly legal signification of terms.

Wason
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v.
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Kennebec
Railway Co

In England and in the United States railways, as a rule, are private corporations, the stock is owned by private individuals and the railways are private property. Where the stock, as in this instance, is owned by private persons, they are private railways. In this province where the railway is built by the province at its own cost and expense, it is a public provincial railway. Of the first category was The North Shore Railway, of the second are The Quebec, Montreal, Ottawa & Occidental Railway, and the Intercolonial Railway. The acts of incorporation already referred to conferred on the persons incorporated the franchise of being and acting as a corporation, and granted to the corporation the power to lay out, construct and finish a railway from the town of Levis to the frontier of the State of Maine in the county of Beauce. Incidental powers conferred upon it are not to be confounded with the franchises of the corporation, the powers incident and special are not necessarily corporate rights, but are capable of existing and being enjoyed by natural persons and have nothing in their nature inconsistent with being assignable. That the making of a railway, the cost of construction of which is put down at the enormous sum of \$3,000,000, would be of advantage to the public, none can doubt; but so long as the making of it is at the cost of the company, that it buys and thereby becomes vested with the land,—that it makes the road at its own cost and expense, how can it become the property of the province? The act of incorporation seems to render impossible the assumption of the province having any property in the road, when it refers to the *moveable property of the company*, to the *immoveable property belonging to the company*, and when it creates a privilege upon the first and an hypothec on the second in favor of the creditors of the company, who hold its bonds or debentures. It seems to me a natural and legal interpretation of the acts of incorporation to hold that they pledge the road and its appurtenances to the payment of the monies obtain-

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Railway Co.

ed for its construction in positive terms, a consequence that ought to follow morally and legally, the fact of obtaining money for this purpose ; any other view of the case would lead to the anomalous conclusion that the legislature had conferred upon the company the authority to raise all the money necessary to build this railroad upon bonds issued by it, and that the railroad when built would be public property beyond the reach of those by whose money it had been called into existence. This cannot be. The legislature could not, if it would, authorize loans for the making of a public work, belonging, when made, to the province, and relieve itself from the obligation to pay monies borrowed upon such authority. The province could not enrich itself in any such manner at the expense of those by whose money the road was built.

The gentlemen who petitioned for incorporation, and all persons and corporations who have subscribed for stock since are defendants in this case. The province may have become a subscriber in the company, though that does not appear ; it could acquire a right in the road in no other way. Chief Justice MARSHALL, said : "The Planters' Bank of Georgia is not the state of Georgia, although the state holds an interest in it." So here the Levis & Kennebec Railway Company is not the province of Quebec, though the province may have an interest in it, which does not appear by the record. He said further : "it is a sound principle of law, that when government becomes a partner in a trading company, it divests itself, so far as concerns the transactions of that company, of its sovereign character and takes that of a private citizen. A turnpike company in which the state held stock, has been deemed by the Court in Pennsylvania not to be such a public corporation as is exempt from the operation of a legislative act giving jurisdiction to the courts upon the application of a creditor to sequester the profits and tolls of the corporation for the payment of its debts ; and although a state cannot be sued, yet if it becomes interested as a stockholder in a corporation, such an interest will not protect the corporation against a suit and all its incidents." The propriety and justice of putting the government upon the same footing as all other subscribers is palpable. If the province is a stockholder, it must stand as all others ; if it is not, what possible right can the company have to paralyse the functions of this court, to compel it to pay its debts by the seizure and sale of its property at the instance of its judg-

ment creditors. Courts of Justice are established for the express purpose of compelling recalcitrant debtors to discharge their obligations towards their creditors, and it would require an express exception in the law, of no ambiguous kind, to support the pretensions of the defendants in their opposition.

It has been said that there is a public trust imposed on the company. In what part of the act of incorporation is it found? and what is its exact nature and extent? If there be one, and whatever it be, it is for Her Majesty only to invoke and enforce it. An intervention in some form by the Attorney General for and in the name of Her Majesty, which would set up rights in Her Majesty in the railway seized superior to those of the creditors of the company, to be paid the monies due them and spent in the making of the said road, would bring up the question, and it cannot come up at the instance of the defendants as proposed to be done by their opposition. The railway is the property of the defendants, and liable to be taken in execution and sold for the payment of its debts, unless the law creates an express exemption, which it does not that I know of; or it is a provincial railway vesting in Her Majesty, and in the last alternative the monies borrowed under the authority of law by the directors, are due by Her Majesty. I am firmly of opinion that if the province has any right in or over this railway, such right can only be adjudicated upon by this court upon a proceeding taken by the Attorney General. This is not a technical but a substantive objection: Her Majesty's interest can be asserted before her Courts by her Attorney General alone.

The powers reserved to the province over railways, if any there be, are not franchises of the company, but limitations of its rights, and partake of the nature of duties and obligations on their part which are the very opposite of franchises. If there be rights in the government over this railway, how can such rights be set up by the defendants themselves as a shield to the due payment of their liabilities to their judgment creditors? And can this court arrest its process at the instance of the defendants, because of rights which do not belong to the defendants at all but are alleged to be duties and obligations on their part to persons not in the case. This would be subversive of the rules governing legal proceedings, and the attempt an anomaly.

Can it be that this court cannot sell upon the defendants, at the instance of a judgment creditor, a railroad that the defendants

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COURT OF REVIEW, QUEBEC.

30TH SEPTEMBER, 1880.

No. 902.

Coram MEREDITH, C. J., STUART, CASAULT, JJ.

WYATT v. LEVIS & KENNEBEC R. R. Co.

The plaintiff seized, among other things, on the defendant railway, 3000 railway sleepers, 1950 railway fastenings, and a quantity of cord-wood and other things intended to be consumed in the running of the engines.

Held by all the judges, confirming the judgment of the court below, that the things so seized, could not be considered immeubles *par destination*, under art. 379 of our code.

Plaintiff also seized a quantity of office furniture, and other things of that kind, in daily use in the offices of the defendant, and described in the defendants' factum as "*ameublement des bureaux*," CASAULT, J., held, that the opposition ought to be maintained as regards some of the last mentioned things, which, as he thought, were proved to be indispensable for the working of the rail road. MEREDITH C. J. and STUART J. held that the opposition had been rightly dismissed, even as regards the last mentioned things, there being no provision, in our law, such as is contained in the code Napoléon, in the following words: "*Les objets que le propriétaire d'un fonds y a placés pour le service et exploitation de ce fonds sont immeubles par destination.*"

The judgment under review was rendered by CARON, J., on the 5th February, 1880, as follows :

La Cour, etc. Considérant que l'opposante réclame par sa présente opposition, les effets saisis, parce qu'ils forment, d'après ses prétentions, parties du matériel roulant de la compagnie défenderesse, et ne peuvent être saisis ;

Considérant que l'opposante n'a pas prouvé les allégations essentielles de sa dite opposition, et que les dits meubles et effets mobiliers ainsi saisis, ne sont pas immeubles par destination ;

Considérant que les dits effets mobiliers ne sont pas absolument indispensables à l'exploitation du dit chemin de fer à perpétuelle demeure, et qu'en admettant qu'ils seraient destinés à la réparation du dit chemin de fer, ils ne pourraient devenir immeubles que successivement et au fur et à mesure qu'ils seraient employés ;

Considérant que la contestation de la dite opposition est bien fondée, maintient la dite contestation de cette opposition, laquelle est renvoyée avec dépens.

CASAULT, J., *dissentiens* :

Le demandeur a, en exécution d'un jugement obtenu contre la défenderesse, fait saisir, comme meubles, une quantité et va-

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riété de choses qui peuvent être divisées en 4 catégories : 1° des rebuts de fer et de matériaux qui avaient servis au chemin ; 2° des matériaux qui devaient servir à sa construction et à sa réparation ; 3° des choses destinées à être consommées et nécessaires à l'exploitation du chemin, tel que bois de chauffage pour les engins ; 4° des meubles employés à son usage et nécessaires dans les stations et les bureaux sur la voie.

La défenderesse a opposé la saisie, prétendant que tous les objets saisis étaient immeubles par destination, ayant tous été mis à perpétuelle demeure sur le chemin pour son exploitation.

Le jugement a renvoyé l'opposition, aucun des meubles saisis n'étant, dans l'opinion du savant juge qui l'a rendu, des immeubles par destination.

L'opposante reconnaît elle-même que quant à la première catégorie de meubles saisis, ils n'ont pas ce caractère.

Quant à la seconde, savoir aux matériaux destinés soit à construire, soit à réparer la voie ou les chars, les engins et les autres choses nécessaires à l'exploitation de la voie ferrée, l'article 386 du code civil en détermine le caractère : ils sont meubles tant qu'ils ne sont pas employés.

Il manque aux meubles de la troisième espèce un caractère essentiel pour être immeubles par destination : ils n'ont pas été mis à perpétuelle demeure, comme l'exige la loi. Leur destination est d'être consumés : ils servent, il est vrai, à l'exploitation du chemin, mais ils ne sont, comme le fer pour les forges, les chiffons pour les papeteries, le raisin pour les pressoirs, et toutes les matières que l'on travaille dans les usines, qu'objets de commerce distincts du chemin et des meubles qui en font partie et sans lesquels il serait incomplet (1 Proudhon, domaine de propriété, No. 135.—4 Duranton, No. 62, dernier alinéa).

Il n'y a, suivant moi, de difficulté que quant à la quatrième espèce de biens saisis, les meubles nécessaires dans les stations et les bureaux sur la voie. Il me semble que, quant à quelques uns d'eux, ils sont aussi indispensables à l'existence d'un chemin de fer que les chars et les engins, qui le sont eux-mêmes autant que la voie même. Ils ont été placés sur le chemin à perpétuelle demeure, et me paraissent être, par là même tant qu'ils y restent, immeubles par destination.

La Coutume de Paris, art. 90, ne faisait immeuble par destination que les meubles qui étaient incorporés à des immeubles, c'est-à-dire qui y étaient attachés à fer et à clou, et qui ne pou-

vaient être ôtés, comme le dit Pothier, traité des personnes et des choses, No. 235, sans être dépecés ni désassemblés. (Ferrière sur art. 90, Coutume de Paris). Ces meubles perdaient par là même leur caractère en s'incorporant à l'immeuble dont ils faisaient partie. Ce n'était pas par destination qu'ils devenaient immeubles, c'était par accession. Il fallait qu'ils fussent attachés permanemment, et de manière à n'en pouvoir être séparés que par bris, pour qu'on leur reconnût le caractère immobilier. Cette disposition est reproduite à l'art. 380 du code civil qui est l'explication des termes "qu'il y a incorporés" dans l'art. 379 du même code. Néanmoins la jurisprudence et la doctrine avaient, sous ce rapport, tempéré la rigidité de la coutume en donnant, dans quelques cas particuliers, la qualité d'immeuble à des meubles qui n'avaient aucune liaison ou cohérence au sol ou aux bâtisses, mais qui y avaient été placés à perpétuelle demeure; et qui étaient censés faire partie de l'immeuble, non parce qu'ils y avaient été attachés à fer et à clou, mais parce qu'ils n'en pouvaient pas être divertis. De ce nombre étaient les pailles et fumiers, l'artillerie d'un château, les vases sacrés, missels et autres choses servant au service divin dans les chapelles, les statues posées en niches sur piédestaux incorporés dans le mur, quoiqu'elles ne fussent pas elles-mêmes attachées aux piédestaux. Pothier, personnes et choses, seconde partie §1, No. 237, p. 89, du vol. 9, Edit. Bugnet.—Coutume de Paris par Ferrière sur art. 90, page 178—Guyot, Rep. vbo. immeuble, p. 14, col. 1—Lacombe, recueil de juris., vbo. meubles, p. 16, col. 2—Arrêt du 7 juin 1585—Auzanet sur art. 90 de la Coutume de Paris—Charondas sur do—Brodeau sur do No. 7—Bourjon, vol. 1, p. 143 et les arrêts qu'il cite—Duplessis, tome III, livre II, tit. III, p. 131—Arrêt de Lamoignon, de la qualité des biens, art. 7 et 11.

Les chemins de fer n'existaient pas avant la promulgation du code Napoléon : la jurisprudence antérieure à ce code n'a pas pu, pour cette raison, leur étendre les exceptions qu'elle a admises ; mais il faut avouer que quelques-uns des meubles placés sur un chemin de fer pour son exploitation ont une destination permanente toute aussi prononcée que les canons dans un château et les vases sacrés, missels et autres choses dans une chapelle. Aussi la Cour d'Appel a-t-elle, ici, le 8 septembre 1865, avant le code, consacré la même règle pour les chemins de fer dans la cause de *La Compagnie du G. T. R.* et *The Eastern Townships Bank*, (11 L. C. R., p. 173 et 10 L. C. J., p. 11). Voici le juge-

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burthen of proving which, is cast upon them, and which they have assumed to prove.

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v.

MOLSON'S
BANK.

Appeal allowed with costs.

Solicitors for appellants: *Doutre & Joseph.*

Gwynne, J.

Solicitors for respondents: *Barnard & Beauchamp.*

THE CORPORATION OF THE CITY } APPELLANTS;
OF QUEBEC..... }

1884

*March 14.

AND

*June 23.

THE QUEBEC CENTRAL RAIL- } RESPONDENTS.
WAY COMPANY..... }

ON APPEAL FROM THE COURT OF QUEEN'S BENCH FOR
LOWER CANADA (APPEAL SIDE).

*Railway Bonds—39 Vic., ch. 57 (P. Q.), construction of—Condition
Precedent—Certificate of Engineer, contents of—Parol evidence
inadmissible—Onus probandi.*

The *L. and K. Ry. Co.* was incorporated in 1869 (32 Vic., ch. 54), to construct a railway from *Levis* to the frontier of the state of *Maine*, a distance of 90 miles. The company was authorized by that act to issue bonds or debentures to provide funds for the construction of the railway.

In 1872, by 36 Vic., ch. 45, power was given to issue bonds to the amount of three million dollars, without limitation of time, and without restriction as to the length of the railway constructed. In 1874, a statute of the Legislature of *Quebec* (37 Vic., ch. 23), declared that debentures to the amount of \$280,000 had already been issued, and limited for the future the issuing of bonds to the amount of £300,000 stg., to be issued as follows:—The first issue of £100,000 at once; the second issue of £100,000 when 45 miles of the road should have been completed and in running order, as certified by the Government Inspecting Engineer; and the third issue of £100,000 as soon as

PRESENT.—Sir W. J. Ritchie, C.J., and Strong, Pournier, Henry and Gwynno, JJ.

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30 additional miles—making in all 75 miles—had been completed, with the same privilege for the three years. In 1875, by the Act 39 Vic., ch. 57, the Legislature amended former acts so as to modify the condition to be fulfilled by *L. and K. Ry. Co.* before the third issue of £100,000 could be made. This condition was as enacted by the Act (39 Vic., ch. 57) "so soon as the rails and fastenings for the completion of the remaining forty-five miles of the company's line shall have been provided, and the remaining one thousand bonds, of one hundred pounds each, to be termed the third issue, may be issued by the company."

In that Act lastly cited, the preamble declared: "Whereas it appears that a total length of forty-five miles of the company's line having been completed, a first and second issue of one hundred thousand pounds of the company's debentures have been made."

In March, 1881, the *L. and K. Ry.* was sold by the directors to the plaintiffs the *W. M. Co.*, and bought by the *Co.* respondents for \$195,000.

In April, 1881, the corporation of the city of Quebec (Appellants) filed an opposition *afin de conserver* for \$218,000, being the amount of 300 debentures of £100 sterling and interest of the second issue issued on the 25th January, 1875, numbered 1 to 300 and upwards, payable on the 1st January, 1894, and for the payment of which the opposants alleged that the *L. and K. Ry.* was hypothecated.

The *Q. C. Ry. Co.*, also opposants in the case, contested the validity of the corporation of the city of Quebec, and claimed that the bonds of the second issue and held by the opposants were illegal. At the trial no certificate was produced, but the government engineer stated that he had reported to the Board of Railways that there were only 43½ miles of the road completed, and the secretary of the company testified that the *L. and K. Ry.* of railway certified by the government engineer as being complete and in running order had never exceeded 43½ miles. The learned judge at the trial found as a fact that there were only 43½ miles completed, and held the bonds of the second issue to be invalid. This judgment was affirmed by the Court of Appeal (Benet, appeal side).

On appeal to the Supreme Court, it was held (reversing the judgment of the court below) that the effect of the statute 39 Vic., ch. 57 is to make the bonds of the second issue valid.

herein mentioned good, valid and binding upon the company, although the conditions precedent specified in 37 Vic, ch. 23, might not have been fulfilled when they were issued. (Ritchie, J., and Strong, J., dissenting.)

For *Fortier and Henry, JJ.*, that as there was evidence that a certificate or report had been given, oral evidence of the contents of the certificate or report was inadmissible and therefore respondents had failed to prove the illegality of the second

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APPEAL from a judgment of the Court of Queen's Bench for Lower Canada (appeal side).

The facts and pleadings sufficiently appear in the note, and judgments hereinafter given.

By *P. A. Pelletier, Q.C.*, for appellants:

The ground upon which the respondents contend that the appellants are not entitled to rank *pari passu* with them on the proceeds of the judicial sale of *Levis & Kennebec Railway* is that forty-five miles of the road had not been completed, a condition precedent, they alleged, necessary to legalize the issue of the bonds of which they are the holders. First, I submit that if the conditions mentioned in their opposition have been issued prior to the completion of the 45 miles of the road, without the production of the certificate of the surveyor-engineer, these bonds have nevertheless been declared valid and legally issued, by the Act 39 Vic, ch. 57.

The legislative power which has imposed certain conditions on the *Levis & Kennebec Railway Company* in the issue of the bonds, had the right to alter, amend and even remove those conditions. The Legislature, which, in 1874, had authorized the issuing of bonds only after 45 miles would have been completed, had the right to declare, in 1875, that those bonds were valid, though issued before the completion of 45 miles of the road.

Submitting that, conformably to the Act 39 Vic, ch.

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57, the *Levis and Kennebec Railway Company* had purchased the rails and ties or fastenings for the remainder of the road to the frontier, and that the bonds of the third issue be legal would not the bonds of the second issue be legal? Certainly they would. And there is no proof of record that the rails and ties have not been purchased, and that the bonds of the third issue have not been issued. But if the bonds of the third issue have or had been issued regularly after the purchase of the rails and ties, how can it be pretended that the bonds of the second issue would nevertheless be null? Such a pretension would lead to a very illogic, abnormal consequence, to a consequence manifestly in contradiction with the intention of the Legislature.

If the appellants fail on this branch of the case, then I submit that the proof adduced by the respondents is not only insufficient, but it is also illegal. The certificate of the engineer not having been produced, it was not competent to prove the contents thereof by oral testimony.

Geo. Irvine, Q.C., for respondents:

No consideration of the equities of the case can affect the legal rights of the parties.

The learned judge who heard this case, came to the conclusion, as a matter of fact, that the length of the road at the time of the issue of these bonds mentioned in the statute was not completed.

The evidence of the secretary and of the engineer proves that fact beyond all doubt, and the condition precedent not having been fulfilled, the second issue of bonds is illegal.

Then, if it is admitted that the road was not completed, as it must be, I submit the insertion of the statement in the preamble of the Act 39 *Vic.*, ch. 57 (which

is a private Act) can have no effect. Any misrepresentations of fact or law in the preamble or body of a private Act can be shown. *Ballard v. Way* (1); *Shrewsbury Peerage Case* (2); *Hardcastle on Statutes* (3).

RITCHIE, C.J. :—

The *Levis and Kennebec Railway* was brought to sale by the Sheriff of the District of *Quebec*, at the suit of *The Wason Manufacturing Company*, the original plaintiffs in this case, and was adjudged to the *Quebec Central Railway Company* on the 22nd March, 1881, for the sum of \$192,000. Upon this sale the *Quebec Central Railway Company*, the present respondents, filed an opposition claiming \$272,587.34, being the amount of several sterling bonds of the *Levis and Kennebec Railway Company* mentioned in the opposition. The corporation of *Quebec*, the present appellants, also filed an opposition based upon a number of bonds alleged to be held by them, and for the amount of which they also claimed to be collocated upon the proceeds of the sale. The opposition of the corporation of *Quebec* was contested by the *Quebec Central Railway Company* on the ground that the bonds held by them were illegally issued, and consequently null and void, and this contestation was maintained by the judgment of the Superior Court, rendered on the 19th December, 1882.

The circumstances which have given rise to the present contestation may be shortly stated as follows :

The *Levis and Kennebec Railway Company* was incorporated by an Act of the Legislature of the Province of *Quebec* passed 32 Vic., (1869) chap. 54, which Act was subsequently amended by the 36 Vic., (1872) chap. 45, and again amended by the 37 Vic., (1874) chap. 23, assented to 28th January, 1874, which is the only Act

(1) 1 M. & W. 529.

(2) 7 H. L. C. 13.

(3) P. 242.

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1884 minus in the parish of *St. Joseph*, district of *Beauce*,
 CORPORATION OF THE CITY OF QUEBEC v. QUEBEC CENTRAL RAILWAY Co.
 Gwynne, J. with the way and right of passage over the said extent
 as now established, the depots, stations, buildings con-
 nected with the said road and now occupied for the use
 of the said road, and ground occupied by the defendants
 for the said road, and the said depots, stations and build-
 ings, also the rolling stock of the said road and which
 is found thereon, namely: Two engines and tenders,
one first-class and four second-class passenger cars,
twelve wood cars, two cattle cars, twenty-two large
platform cars and six small ones, ten hand cars, nine
laury cars, and one baggage and post office car, with
all the rights of the defendants in and upon the road
now in operation, and its right to continue and extend
the same to the boundary line of the State of Maine.

Now, by what law can a sheriff by a sale such as
 that here directed, transfer to a purchaser from him,
 not only all the rolling stock, goods and chattels of the
 company, but also the railway itself, the depots,
 stations and buildings, and the lands on which they
 are erected, together with the rights of the defendants
 in and upon the road as in operation, and the right of
 the company to extend the same to the boundary line
 of the State of *Maine*—in short, all the corporate estate
 and all the corporate powers, rights and privileges of
 the company?

The sheriff, however, has returned that to satisfy the
 judgment of \$1,688.33, with interest from the 20th day
 of January, 1877, not that he had sold a portion of the
 chattel property of the company, which he had under
 seizure, of a value appearing five or six times the
 amount of the judgment, but that he had thereby
 realised sufficient to pay and satisfy the judgment, but
 that he had on the 22nd of March, 1881, proceeded to
 the sale and adjudication of the said lands and tenements
 and sold the same to the *Quebec Central Railway Co.*

for the sum of \$192,000; the right to participate in which sum is the question now brought before us.

Now, it is to be observed, not only that there does not appear to have been any occasion for the sale of any lands and tenements belonging to the company, inasmuch as it does not appear that the goods and chattels which the Sheriff had returned that he had under seizure, were first sold and found to be insufficient to satisfy the judgment, but further the *Quebec Central Railway Co.* which was incorporated for building and working a totally different railway had no power or authority whatever to acquire the *Levis and Kennebec* railway, nor had any person or company such power or authority. A railway consisting of its road way, stations, buildings, and other real estate necessary for the working of and for the use and enjoyment of the railway as a going concern, is a species of property which is capable of being held, worked, used and enjoyed only by the body corporate created by the Legislature for that special purpose, no other person or body corporate could acquire the property, powers, and privileges held by the *Levis & Kennebec Railway Co.* for the working of their railway, unless specially authorized by the Legislature for that purpose, and the Sheriff, therefore, could not, under the ordinary process of execution divest the company of such property, and vest it in a person or company not capable of taking and holding it for the purpose for which alone it was authorized to be constructed, and the property in question here, namely, the *Levis and Kennebec* railway, so far as constructed, being capable of being, and being, hypothecated to persons who advanced their money upon the security of having a lien upon the whole of the work as a going concern, to permit such property to be sold as bare lands and tenements divested of the corporate privileges annexed to them in the possession

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STE-JUSTINE

Recensement.

Ste-Justine, Dorchester, 7. — A la dernière visite pastorale, terminée le 14 septembre 1909, M. le curé a compté dans la paroisse, 227 familles, 689 communicants, et 545 non-communicants, ce qui donne un total de 1234 âmes. Sur ce nombre de 227 familles, 142 cultivateurs, 70 sont des emplacitaires et les autres des vieillards demeurant avec leurs enfants.

Horaire des chars. 1/8/1910

Le 3 janvier dernier, à 7 heures partait, de Ste-Justine pour Québec, le premier train régulier du Québec Central au moment où j'écris ces lignes, j'entends siffler la locomotive du train qui nous arrive de Québec. Il est 9.10 heures. C'est une date inoubliable dans l'histoire de notre paroisse. Jusqu'à nouvel ordre, les trains partiront de Ste-Justine à 7 heures du matin et arriveront le soir vers neuf heures. Plus d'exilés maintenant!

JANUARY 8 1910

MORT DE M. FRANK GRUNDY

Après une maladie soufferte, avec beaucoup de résignation, M. Frank Grundy est décédé à sa résidence de Hillcrest, en cette ville, hier après-midi.

Depuis quelques mois la mort n'était plus qu'une question de temps.

M. Grundy naquit le 28 mars 1834, à Bury, Lancashire, Angleterre. Les chemins de fer qui étaient alors à leur début en Europe attirèrent son activité. Il entra, à l'âge peu avancé de seize ans au service de la compagnie Manchester, Sheffield et Lincolnshire d'Angleterre dans laquelle il a toujours eu des intérêts depuis. De 1851 à 1854 ce fut le chemin de fer Lancashire qui bénéficia de son travail. En 1854 il quitta cette dernière compagnie pour la Cie Bedford Worcester, Wolverhampton et ensuite successivement pour les compagnies suivantes: The West Midland, Great Western. En 1863 il fut nommé gérant du Mid Wales, Swansea et Carmarthen et Milford Docks. En 1889, gérant général du Québec Central; en 1904 et 1905 vice-président et gérant de la même compagnie. En 1905 il prit sa retraite tout en gardant la vice-présidence du chemin de fer pour lequel il avait dépensé, la meilleure de sa vie. M. Grundy était aussi président du chemin de fer Temiscouata et directeur de la Banque des Centiens de l'Est.

L'expérience et les connaissances de M. Grundy étaient proverbiales ainsi que l'énergie dont il fit preuve dans toutes ses entreprises. Sa perte sera vivement ressentie. La mort de M. Grundy arriva en tout dernier à lui un rude coup et nul doute que cette perte a hâté le décès de M. Grundy.

M. Grundy laisse six garçons et une fille, MM. Fred et Frank, correspondants de Londres et Paris pour le New York Sun Journal. Robert, journaliste, de l'école de la presse à New York; Harry, banquier, Londres; E. O. Grundy de cette ville, agent général des passagers Q. C. R.; G. G. Grundy gérant du chemin de fer Temiscouata et Miss W. E. Paton, de cette ville.

Le service aura lieu demain. Le convoi funèbre partira de la résidence à 2.30 heures.

Tribune

November 15

1910

MAY 27 1913 S. CAMILLE L'Action Sociale
Prolongement de l'embranchement
de la Beau du Q. C.

St-Camille, Bellechasse, 23.—Un parti d'ingénieurs, sous les ordres de M. J. T. Morkill, l'ingénieur consultant de la Compagnie du Quebec Central, et de M. D. W. Burpee, de Fredericton, N. B., est campé depuis hier à 5 arpents au sud de l'église. Ces messieurs doivent commencer dès demain leur travail de prolongement en commençant à la station Ste Sabine, et en venant vers l'est pour se rendre jusqu'au Lac aux Anglais, environ 7 milles dans l'est de S. Camille.

Nous souhaitons un travail prompt à ces messieurs et nous n'avons aucun doute que dès l'automne les chars se rendront à S. Camille, où la gare devra n'être qu'à quelques arpents en arrière de l'église.

MAY 27
1913

L'Action Sociale

Incendie.

La semaine dernière, un incendie s'est déclaré dans la grange de M. Wolfe, entrepreneur des travaux du Québec-Central, et tout a été consumé. M. Wolfe déplore la perte de 6 chevaux, 12 tonnes de foin, ardoine, harnais, bref, il fait une perte de plus de \$3,000.00. Pas un sou d'assurance. Mais cela n'a pas eu pour effet de retarder les travaux de prolongement de la ligne, car le jour même, plusieurs cultivateurs étaient chez M. Wolfe lui offrant leurs chevaux.

Divers.

M. Leclerc a acheté la propriété de M. M. Paquet, dans le village. Avis à ceux qui désireraient acheter ou louer.

—Le colonel L. J. D. Marquis est allé à Québec par affaires.

—Nous remarquons avec plaisir que plusieurs résidents du village ont fait faire des trottoirs sur la devanture de leur propriété. Espérons que cet exemple sera suivi par tous les autres, ce qui aura pour effet d'embellir le village et évitera aux piétons le désavantage de patrouiller dans la boue, dans les mauvais temps.

—Étaient de passage à S. Camille, ces jours-ci, M. M. Morkill, ingénieur consultant, et Hawkins, acheteur pour le Québec-Central.

—Les examens préparatoires à la Première Communion solennelle sont commencés depuis une semaine et se continuent cette semaine. Ils sont suivis par une cinquantaine d'enfants. Nous espérons que tous pourront subir ces examens d'une manière satisfaisante.

—Les nombreuses connaissances de M. Georges Guilbort apprendront avec peine qu'il est gravement malade. Il est tombé malade à S. Fabien de Paroisse, ces jours derniers, un spécialiste de Québec a dû monter à son chevet et hier, on le descendait à l'Hôtel-Dieu de Québec couché sur un matelas. Nous formons des vœux pour le retour à la santé de cet homme de bien.

L'Action
Soedake

MAY 28
1914

Ste Sabine Station. 4/24/1913

Généralement, le public voyageur ainsi que le public en général, sont sous l'impression que le village de Ste Sabine Station et la Station elle-même, font partie de la paroisse de Ste Sabine. Et bien ! nous aimons à mettre les choses à point, en disant que ces endroits font partie de la paroisse de S. Camille, tant pour les uns religieuses que civiles et ce nom de Ste Sabine fut donné au Terminus actuel de l'embranchement de la vallée de la Beauce, en prévision de l'avenir car vu que la ligne devait être continuée à S. Camille, dans un avenir plus ou moins rapproché on voulait garder pour le village de S. Camille le nom de sa gare. Et tandis que nous sommes sur ce sujet nous devons dire qu'il est décidé que six milles de voie ferrée seront faits à l'été et que la gare sera à environ 10 arpents en arrière de l'église. On peut s'attendre à de belles transactions immobilières et déjà il se vend et concède plusieurs emplacements dans le village. Avis donc à MM. les entrepreneurs menuisiers, qu'il y aura beaucoup d'ouvrage sur le métier à S. Camille à l'été.

Aussi un médecin et un notaire feraient fortune à S. Camille et s'il en est qui aient l'idée de venir s'y installer nous leur disons de se hâter car plusieurs parmi eux ont les yeux fixés sur nous.

Rayon.

L'Action
Société

aujourd'hui

February 24, 1913

Généralement, le public voyageur ainsi que le public en général, sont sous l'impression que le village de Ste Sabine Station et la Station elle-même, font partie de la paroisse de Ste Sabine. Et bien ! nous aimons à mettre les choses à point, en disant que ces endroits font partie de la paroisse de S. Camille, tant pour les fins religieuses que civiles et ce nom de Ste Sabine fut donné au Terminus actuel de l'embranchement de la vallée de la Beauce, en prévision de l'avenir car vu que la ligne devait être continuée à S. Camille, dans un sens plus ou moins rapproché on voulait garder pour le village de S. Camille le nom de sa gare. Et tandis que nous sommes sur ce sujet nous devons dire qu'il est décidé que six milles de voie ferrée seront faits à l'été et que la gare sera à environ 10 arpents en arrière de l'église. On peut s'attendre à de belles transactions immobilières et déjà il se vend et concède plusieurs emplacements dans le village. Avis donc à MM. les entrepreneurs menuisiers, qu'il y aura beaucoup d'ouvrage sur le métier à S. Camille à l'été.

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Fin.

February 24
1913

L'Action
Catholique

S. CAMILLE

De retour.

S. Camille, Belkchasse, 26.—M. le curé, qui était allé se faire soigner à l'Hôtel-Dieu, à Québec, nous est revenu le 21 du courant, complètement rétabli. Durant son absence de plus de deux mois, c'est M. l'abbé Lemieux, vicaire à S. Ephrem de Beauce, qui a desservi notre paroisse, et ce, avec un dévouement remarquable dont les paroissiens lui sont reconnaissants. M. l'abbé Cloutier, prêtre retiré à S. Fabien, est venu aider M. le curé pour quelque temps.

Travaux.

Les travaux de construction du couvent sont commencés depuis quelques jours et sont poussés avec célérité.

—Les travaux d'agrandissement et de finition de l'église doivent commencer la semaine prochaine. C'est M. Nivivier, entrepreneur, de S. Damien, qui a cette entreprise, et nous n'avons aucun doute qu'ils seront faits aussi vite que bien sous un tel entrepreneur.

—Il y a beaucoup de constructions dans le village dans le moment. Une manufacture de portes et chassis se construit sur les terrains de M. Joseph Labrecque, une boutique de charrois et forge sur les terrains de la fabrique, MM. Joseph Breton, Joseph Roy et Joseph Tardif se sont bâtis des résidences sur les terrains de M. J. Arthur Leclerc, et un bon nombre d'autres doivent commencer ces jours-ci et prochainement.

Incendie.

La semaine dernière, un incendie s'est déclaré dans la grange de M. Wolfe, entrepreneur des travaux du Québec-Central, et tout a été consumé. M. Wolfe déplore la perte de 8 chevaux, 15 tonnes de foin, avoine, harmaïs, bref, il fait une perte de plus de \$7 000. Pas un sou d'assurance. Mais cela n'a pas eu pour effet de retarder les travaux, se prolongeant de la même, car le jour même, plusieurs cultivateurs étaient chez M. Wolfe lui offrant leurs chevaux.

Divers.

M. Leclerc a acheté la propriété de M. M. Paquet dans le village. Avis à ceux qui désirent acheter ou louer.

—Le colon L. D. Marquis est allé à Québec par affaires.

—Nous remarquons avec plaisir que plusieurs résidents du village ont fait faire des trottoirs sur la devanture de leur propriété. Espérons que cet exemple sera suivi par tous les autres, ce qui aura pour effet d'embellir le village et d'éviter le désavantage de patrouiller dans la boue, en ces mauvais temps.

—Étaient de passage à S. Camille ces jours-ci, M. M. Morin, ingénieur consultant, et Hawkins acheteur pour le Québec-Central.

—Les examens préparatoires à la Première Communion, qui ont commencé depuis une semaine et se poursuivent cette semaine, ont été suivis par une cinquantaine d'enfants. Nous espérons que tous pourront fuir les dangers d'une manière satisfaisante.

—Les nombreux connaissances de M. Georges Gillson apprendront avec peine qu'il est cruellement malade. Il est tombé malade à S. Fabien de Paroisse, ces jours derniers, un spécialiste de Québec a dû monter à son chevet, et bien, on le descendait à l'Hôtel-Dieu de Québec couché sur un matelas. Nous formons les vœux pour le retour à la santé de cet homme de bien.

MAY 28
1914

Incendie. **S. CAMILLE** *Sept 11/1914*

S. Camille, Bellechance, 1. — Samedi, à une heure et demie de l'après-midi, un incendie se déclarait dans la grange de M. Octave Couture, à Ste-Sabine Station, et malgré le dévouement des citoyens, devenus pompiers pour la circonstance, le feu se propagea très vite et se communiqua à l'usine du Québec-Central, ainsi qu'au hangar à fret et à la bâtisse aux engins, et de toutes ces constructions, il ne reste plus que des cendres. On réussit à épargner la gare mais n'empêche que les occupants ont eu une fièvre peur et tout leur ménage fut sorti de la station. La Compagnie du Québec-Central perd pour plus de \$10,000.00, en partie couvertes par les assurances. Les pertes des particuliers se résument à une grange appartenant à M. Octave Couture, sur laquelle il y a aussi assurance et une certaine quantité de bois de pulpe et de dormants pour chemin de fer aussi assuré.

La maison de M. Adalbert Pouliot sur le lot qu'il possède au deuxième rang Daanum, a aussi passé au feu la semaine dernière. Cette maison était inoccupée. Pas d'assurance.

Accident.

La semaine dernière, M. Auguste Lessard, de S. Victor, fils de M. George Lessard, du même endroit, qui montait dans le haut de la sacristie pour prendre son ouvrage, a été victime d'un sérieux accident qui le tiendra à la chambre pour une couple de mois. Pendant l'équilibre on ne sait trop comment, il tomba d'une hauteur, me dit-on, d'environ 25 pieds, se fracturant une jambe. Le jeune homme a été transporté chez lui à S. Victor et commence à prendre du mieux.

*September 11
1914*

MESES.

S. Raymond, Portneuf, 9. — M. Odilon Paré est décédé le 24 août, à l'âge de 17 ans. Les funérailles ont eu lieu le 26.

Nos Quarante-Heures.

Du 31 août au 2 septembre.

Dans la blanche Hostie. Il vient de s'exposer, ce bon Maître pendant plus de quarante heures aux regards de ses petits serviteurs les paroissiens de S. Raymond. Comme le vent chaud qui fond la glace et ramène le printemps, nos âmes ont senti le souffle de Jésus qui a passé sur nous et a renouvelé nos bons desirs. Dans ces temps de calamités, où le trouble envahit pour ainsi dire le monde, il semble que les cœurs comprennent mieux le besoin de chercher un appui solide et durable et ils se tournent davantage vers Dieu. Lui seul qui demeure!... Mais quel moment trouve-t-on plus favorable pour raviver notre ferveur que ce doux temps des Quarante-Heures? Il raffermir notre foi, fortifie notre espérance et réchauffe notre amour. Oh! oui! qu'il fait bon à pied de l'ostensoir!...

Pour Pie X.

Jeudi le 3 septembre a été chanté.

L'Action Catholique

September 11 1914

Travaux.

Sept 11 1914

La Compagnie du Québec-Central doit construire la gare de S. Camille cette semaine. Il est à croire que la Compagnie construira aussi à S. Camille les usines, et autres constructions nécessaires à S. Camille, vu que ces bâtisses viennent de brûler à Ste-Sabine Station. Nous croyons que cela ferait mieux l'affaire de la Compagnie, S. Camille étant un centre important d'affaires, et étant destiné à se développer beaucoup.

September 11

1914

L'Action Catholique

Divers.

Aout 13 1914

S. Camille, Bellechasse, 12. — M. le curé Billoieau est absent pour quelques jours et M. l'abbé Cloutier, de St-Fabien, le remplace durant son absence.

— Le Lieutenant-Colonel L. J. D. Marquis est descendu à Québec, samedi dernier, se mettre à la disposition des autorités militaires. Nous espérons toutefois que M. Marquis nous reviendra sous peu.

Il y a beaucoup d'enthousiasme dans nos parages pour la guerre. La justice de la cause qu'ont à défendre la mère-patrie ainsi que l'ancienne mère-patrie sont la raison de cet enthousiasme.

— Nous apprenons que l'entrepreneur des travaux de prolongement de la voie du Québec Central doit arrêter les travaux là où ils sont rendus. Il paracheverait tout jusqu'à la Rivière Noire, deux milles à l'est de St-Camille, et le reste serait suspendu. La raison de cette suspension serait d'abord la crise monétaire et ensuite le manque de main d'œuvre, car les travailleurs sont surtout des allemands, des russes et italiens et tous les jours il en part pour le théâtre de la guerre. Comme on le voit, cette guerre se fait sentir un peu partout, et ce n'est là que le commencement.

September 13
1914

L'Action Sociale

obtenu.

St Camille Oct
Travaux du Québec-Central. 14 1914

Les travaux de prolongement de la ligne du Québec-Central sont poussés avec beaucoup d'activité. Les contrats pour les dix milles restant à faire pour se rendre au Lac des Anglais ont été accordés la semaine dernière, et M. P. J. Wolf a obtenu les premiers 5 milles : M. Chs Howard, fils, trois milles, et M. Léo. Morissette, deux milles.

Ces travaux devant être finis pour le premier janvier prochain, va sans dire que les contracteurs ne doivent pas perdre de temps. Aussi, la Compagnie a commencé la construction du hangar pour le fret et de la station de St. Camille, et le tout-devra être fini, me dit-on, dans six semaines. ~~Dix hommes travaillent à ces constructions.~~ Cette semaine, les poteaux et la ligne de télégraphe doivent être posés et tout devra être prêt pour que les trains voyagent régulièrement bientôt.

Divers.

L'Action Sociale

October 14, 1914

L'Action Sociale

Déraillement sur le Québec-Central

Feb 24
1916

Quatre hommes blessés et l'un d'eux succombe à ces blessures.

Un accident de chemin de fer qui a coûté la vie à un homme, et dans lequel trois autres ont été sérieusement blessés, s'est produit, hier après-midi à 4 hrs, sur la ligne du Québec-Central, à Cumberland Stading, quatre milles au sud de St-Georges-de-Beauce. Un convoi de fret extra du Québec-Central, en destination du Lac des Anglais pour Valley Junction, a déraillé à la suite d'une défectuosité survenue à l'une des roues de la locomotive. Une douzaine de wagons furent renversés avec la locomotive au bas du remblai.

Le mécanicien Duncan Ross a été grièvement brûlé et a succombé à ses blessures à l'hôpital de Sherbrooke où il avait été transporté.

Le chauffeur Murray a aussi été grièvement brûlé et on ne croit pas qu'il puisse survivre à ses blessures.

Deux autres employés du train, un nommé Labbé, de Beauce Junction, et un nommé Grant, de Lévis, ont également reçu des blessures. Ce dernier a été transporté à l'Hôtel-Dieu de Lévis et l'autre à Sherbrooke. Ce sont, dit-on, les moins grièvement blessés.

Les dommages matériels sont considérables et la circulation des trains est interrompue sur cette section de la ligne depuis l'accident.

February 24, 1916

S. CAMILLE

Divers.

August 13, 1914

S. Camille, Bellechasse, 12. — M. le curé Bilodeau est absent pour quelques jours et M. l'abbé Cloutier, de St-Fabien, le remplace durant son absence.

— Le Lieutenant-Colonel L. J. D. Marquis est descendu à Québec, samedi dernier, se mettre à la disposition des autorités militaires. Nous espérons toutefois que M. Marquis nous reviendra sous peu.

Il y a beaucoup d'enthousiasme dans nos parages pour la guerre. La justice de la cause qu'ont à défendre la mère-patrie ainsi que l'ancienne mère-patrie sont la raison de cet enthousiasme.

— Nous apprenons que l'entrepreneur des travaux de prolongement de la voie du Québec Central doit arrêter les travaux là où ils sont rendus. Il paracheverait tout jusqu'à la Rivière Noire, deux milles à l'est de St-Camille, et le reste serait suspendu. La raison de cette suspension serait d'abord la crise monétaire et ensuite le manque de main d'oeuvre, car les travailleurs sont surtout des allemands, des russes et italiens et tous les jours il en part pour le théâtre de la guerre. Comme on le voit, cette guerre se fait sentir un peu partout, et ce n'est là que le commencement.

August 13, 1914

Q.C.R. ENGINE MEN HAVE NARROW ESCAPE.

**Engine Went Down a Twenty
Foot Embankment.**

**ENGINEER WILLIAM HALL AND
FIREMAN ALF. SPRY ES-
CAPED WITHOUT INJURY.**

The Q.C.R. number 2 train, leaving Quebec for Sherbrooke at 8 a.m., Saturday, met with a serious mishap, about fifteen miles out of Levis, and it is nothing short of a miracle that it was not attended by fatal results.

The train was speeding along at a good rate of speed when the engine jumped the rails.

Engineer William Hall, of East Sherbrooke, and Fireman Alfred Spry, of Sherbrooke, pluckily stuck at their posts and applied the brakes, but the engine broke away from the baggage car and ran down the embankment, which is twenty-five feet high at this place. It turned right over on its side. But the wonder of it all is that both the fireman and engineer escaped almost without a scratch.

The passengers on the train did not realize at first what had happened.

One who was on the train, speaking to a representative of the Record yesterday, said he looked out of the window to see what was wrong. He saw the engine lying at the foot of the embankment and the driver and fireman crawling from under it.

Engineer Hall, he says, was as cool and collected as though nothing had happened, and only had a very slight scratch on the cheek. Fireman Spry complained of a slight pain in the back. Needless to say both were congratulating themselves on their miraculous escape from a sudden and terrible death.

The conductor of the train was Mr. B. C. Doyle, of East Sherbrooke.

The baggage car left the rails but did not go over the dump. The passenger cars remained on the rails and the passengers were not even shaken up.

The train did not proceed, the passengers being taken on a later train.

The line was cleared about one o'clock, though it will require some time to restore the engine to the track. It is said not to be very badly damaged.

Mr. E. O. Grundy, general passenger agent of the Q.C.R., gave the Record the following official statement this morning:

"The engine that was leading the passenger train from Levis to Sherbrooke, leaving Levis at 8 o'clock on Saturday morning last, left the rails and was ditched at a point about two miles north of St. Henry Junction. The front truck of the baggage car also left the track, but no further damage was done to the train nor was anybody hurt. Engineer Hall and Fireman Spry, both residents of Sherbrooke, stayed on the engine as it went down, and neither was hurt in any way. The cause of the accident has not yet been definitely ascertained; the rails were found to be in good condition, but there had been a heavy fall of snow early in the morning, which had packed very hard on the rails and it is supposed that running against a side drift so caused result in the engine leaving the track."

MARCH 30
1908

Railways Damaged by Floods in Quebec, the Maritime Provinces and New England.

Following very heavy rain during Nov. 3-6, an extensive area of southeastern Quebec, nearly the whole of the State of Vermont, and considerable areas of New Hampshire, Massachusetts, Connecticut and Rhode Island were flooded, with resultant damage to railways, highways and to general property, and a loss of some 130 lives. The area is served from Montreal by the Canadian National and its subsidiary, the Central Vermont Ry., and by the Canadian Pacific Ry. and its subsidiary, the Quebec Central Ry., while in the United States the Canadian National Ry.'s subsidiary, the Central Vermont Ry., the Boston and Maine Rd., the Maine Central Rd., the Rutland Rd., the Delaware and Hudson Rd., and the New York, New Haven and Hartford Rd., all of which with the exception of the last named have Canadian connections, had considerable mileage in the flooded area. S. J. Hungerford, Vice President, Construction and Operation, Canadian National Ry., Montreal, visited St. Albans, Vt., Nov. 6, and conferred with C.V.R. officials as to reconstruction work. Grant Hall, Vice President, and J. J. Scully, General Manager, Eastern Lines, Canadian Pacific Ry., with Quebec Central Ry. officials, also visited the district. E. W. Beatty, Chairman and President, Canadian Pacific Ry., who had been in Boston, was caught in the floods at Woodsville, N.H., on the Boston and Maine Rd., and abandoning his business car there, travelled by automobile to St. Johnsbury, Vt., thence by train to St. Albans, and then by automobile to Sherbrooke, which he reached Nov. 7, having been held up for three days.

Practically the entire through railway services in the whole area were at a standstill for several days, and the first task of the railway officials was to get traffic moving somehow or other. Trains were routed over any tracks that were available, mainly for the purpose of getting supplies into the devastated districts, until sufficient repairs had been done to enable the railways to begin to run trains over their own tracks on something like their schedule runs. Much has been done in the way of re-establishing order, and in restoring tracks, but much of the work done is only of a temporary character, and it is not likely that reconstruction will be completed for some months. Following are some details of the conditions on the principal lines involved:—

Canadian National Ry.—The damage was confined to the old Grand Trunk Ry. from Montreal to Portland, Me., and sufficient repairs had been done by Nov. 14 to enable through traffic to be resumed, and a service to be re-established to Boston, Mass., via Portland, the more direct line to Boston via White River Jct., on the Central Vermont Ry. being still blocked.

Central Vermont Ry.—The damage was largely done from White River Jct. northward to Essex Jct., about 94 miles. We are advised that the line was not damaged between New London, Conn., and East Richmond, Mass., or between St. Albans, Vt., and Plover Point, N.Y. There was minor damage to the line from Williston, Vt., to Essex Jct., but service was resumed on Nov. 11. The branch line from Williston to Richmond, 27.5 miles, which was damaged considerably, was reported to have been placed in operation again Nov. 20. The branch line from Essex Jct. to Cambridge, 25.9 miles, which was also damaged badly, was reported Nov. 21 to be practically restored. On the line from Essex Jct. to Burlington, 7.9 miles,

two steel bridges were carried away, which will make a serious replacement problem. The line from East Northfield to Brattleboro, and from Windsor Jct., to White River, was not damaged seriously, and service was resumed by Nov. 10. From White River to Essex Jct., 93.4 miles, the line was damaged very seriously over a good part of the distance, seven steel bridges having been washed out, and 25% of the roadbed, on a conservative estimate, being destroyed. It has been very difficult to get at the facts on account of the interruption of telegraph and telephone services, and the damage to highways, which latter made motor traffic very difficult, and some cases impossible. A full and accurate description of the damage done will not be available until surveys, which are in progress, have been completed.

Canadian Pacific Ry.—The damage was confined to, from Richford southward to Wells River, Vt., 95 miles, and from Richford to Newport, Vt., 32 miles. The work of restoring the tracks was taken in hand as soon as possible, and such progress was made that traffic between Montreal and Newport was resumed Nov. 18. On the Newport-Wells River section, 64 miles, about 1,500 men were reported to be at work Nov. 18, and it was expected to have through traffic reopened on the Montreal-Boston short route Nov. 26.

Quebec Central Ry.—We are advised officially that the Newport Subdivision along the lake shore between Massawippi and Ayers Cliff, 21 miles, was more or less washed out, water being over the tracks in several places, and where the Tomifobia River touches the line, between Ayers Cliff and Beebe Jct., the damage was more severe, one washout, half a mile north of Beebe Jct., being 75 ft. wide and 40 ft. deep. As a consequence train service between Newport and Sherbrooke and on the Stanstead Branch, from Beebe Jct. to Stanstead, was cancelled Nov. 4. The water had receded sufficiently by Nov. 6 to enable repair work to be started, and with all the railway's available forces at work the line was put in such a state that local traffic was resumed Nov. 16. On the main line, between Sherbrooke and Quebec, and the Chaudiere and Megantic Subdivisions, although the rainfall was heavy and flood conditions were at times threatening, practically no damage was done, and trains were kept moving regularly.

The Rutland Rd. sustained considerable damage on its Vermont lines, but so far as Canadian connections are concerned, repairs were made and traffic was resumed southerly from Rutland to Bellows Falls, Nov. 19, and was expected to be reopened northerly from White Creek to Burlington a few days thereafter.

The Delaware and Hudson Co. did not suffer much damage on its line on the west of Lake Champlain, over which its traffic to and from Montreal is operated, and its traffic on branch lines in Vermont was restored within a week.

The Boston and Maine Rd. reported damage to bridges and track at over 100 points, spread over 880 miles of road. The route between Boston and the Hudson River was reopened Nov. 11, and it was expected to have all other routes reopened by Nov. 21.

There was a further heavy rainfall in Quebec, Nov. 17 and 18, with the result that there was considerable flooding in Montreal and Quebec and surrounding areas. It was reported that there had been washouts on Canadian National Ry. and Canadian Pacific Ry. tracks, but no serious dislocation of traffic resulted.

December 1927

(NAVIGATION) **SUR LE QUEBEC CENTRAL EN PREMIERE**

Pardieu, je n'ai pas si on peut
 appeler cela "la première classe".
 Ne vaudrait-il pas mieux dire se-
 conde ou même troisième classe ?

Je ne parle pas des bances qui ont
 de appartenir à un char de première
 classe... autrefois... il y a bien
 un char plus beau, mais il paraît
 que c'est pour ceux qui vont à l'é-
 gant. Que voulez-vous ? On a pour
 son argent et plus loin on va
 mieux on est placé. Et d'ailleurs
 qu'est-ce que ça fait pourvu qu'on
 soit assis et surtout tranquille ? On
 ne parle pas, non plus, du spectacle
 qu'offrent aux passagers certaines
 femmes et jeunes filles... on me
 permettra bien de ne pas dire da-
 mes et demoiselles... qui seraient
 certainement mieux à leur place
 dans le char d'ordure où la tenue
 peut laisser plus à désirer, ou
 dans certains salons de nos villes
 où on croit être bien habillé quand
 on est dominé... Dépoutrillées
 ridicules, à la peau terreuse, qui
 ont l'imprudence de sortir devant
 tout le monde, la boîte de poudre
 avant de descendre du char, et s'en
 mettre une épaisse couche, depou-
 trillées ridicules qui exposent au
 grand public une marchandise qui
 écoule comme on fait dans certains
 centres pour annoncer la débauche.
 Ce n'est pas de cela dont je veux
 parler aujourd'hui. Non, je veux
 parler d'autres personnes qui ne
 sont certainement pas à leur place
 en char de première classe. Je veux
 parler des ivrognes.

Autrefois, quand nous prenions
 un billet de première, nous étions
 presque certains de ne pas nous
 trouver en présence de ces pauvres
 misérables. Mais, aujourd'hui...

En seconde classe on leur laisse
 plus de liberté pour boire à même la
 bouteille et le nombre des ivrognes
 est plus grand, c'est la seule diffé-
 rence.

Êtes-vous capables de voyager u-
 ne seule fois sur le Québec Central
 en première classe sans vous trou-
 ver en présence d'un de ces abrutis.

Tantôt, c'est un vieillard qui doit
 débarquer à St-Henri, il a beau-
 coup plus d'alcool dans la tête que
 d'esprit.

Et voilà le chant qui commence :
 chansons grivoises qui sentent l'ai-
 cool et le bouge.

C'est bien le temps de dire que
 la bouche parle de l'abondance du
 cœur.

Tantôt ce sont des jeunes gens
 à qui la maudite boisson vient de
 faire perdre la charme qui les ca-
 ractérise et qui les rend si aimables.
 Pauvres jeunes gens, ils blasphè-
 ment, ils disent des mauvaises pa-
 roles, ils sont ivres, etc. etc. Com-
 me c'est triste !

Tantôt, c'est un groupe d'hom-
 mes d'une même paroisse, je suppo-
 se, qui heureux de se rencontrer,
 boivent à même le goulot. Et puis
 on parle... on parle sur le curé de
 la paroisse et sur tous les curés...
 on parle sur le vicar... et puis, tant
 qu'à être partis, on calomnie... on
 parle sur la religion, le Pape, les
 évêques. On se raconte les scènes
 de ménage, etc. etc.

Tantôt, on pardonne ! Il n'y a pas
 seulement des hommes, mais... des
 femmes et des filles... Voyez-vous
 la face... qui sont capables de boi-
 re elles aussi à même la bouteil-
 le... et puis... et puis...

Et pourtant dans le char de pre-
 mière classe, il y a des honnêtes
 gens, il y a de bonnes mères de fa-
 mille avec leurs enfants, il y a des
 jeunes filles qui sont des anges de
 vertu, il y a des évêques parfois il
 y a des prêtres qui essayent de dire
 leur bréviaire. Voyez-vous le ta-

voient sur leurs autres lignes...
 Pourquoi donc la Compagnie du
 Pacifique ne met-elle pas de chars
 de première classe ?

Est-ce que d'ailleurs la loi des
 chemins de fer ne l'oblige pas à ce-
 la ?

On pourrait reléguer dans une
 première classe les ivrognes qui
 s'obstinent à acheter des billets
 de première et veulent encore pas-
 ser au rang de gens comme il faut.
 Et puis, en première première,
 ceux qui gardent leur tête, ceux qui
 se respectent et qui aiment à être
 respectés, seraient tranquilles et
 n'auraient pas le spectacle, écoeu-
 rant de barbares et de baveuses. Y
 verrez-vous Messieurs du Pacifique
 qui avez continué d'avoir tant de
 courtoisie ? Non, vous n'êtes certai-
 nement pas au courant de ce qui se
 passe sur vos trains du Québec Cen-
 tral car il y a longtemps que vous
 auriez soulagé et aidé vos bons con-
 ducteurs et vos bons employés dont
 la tâche est bien rude parfois, que
 sont d'une grande bonvolence
 pour les passagers et qui souvent
 montrent aussi qu'ils ont le bras
 bon. Il faudrait bien qu'on leur
 aidât.

UN VOYAGEUR

L'Action Catholique
 February 18
 1921

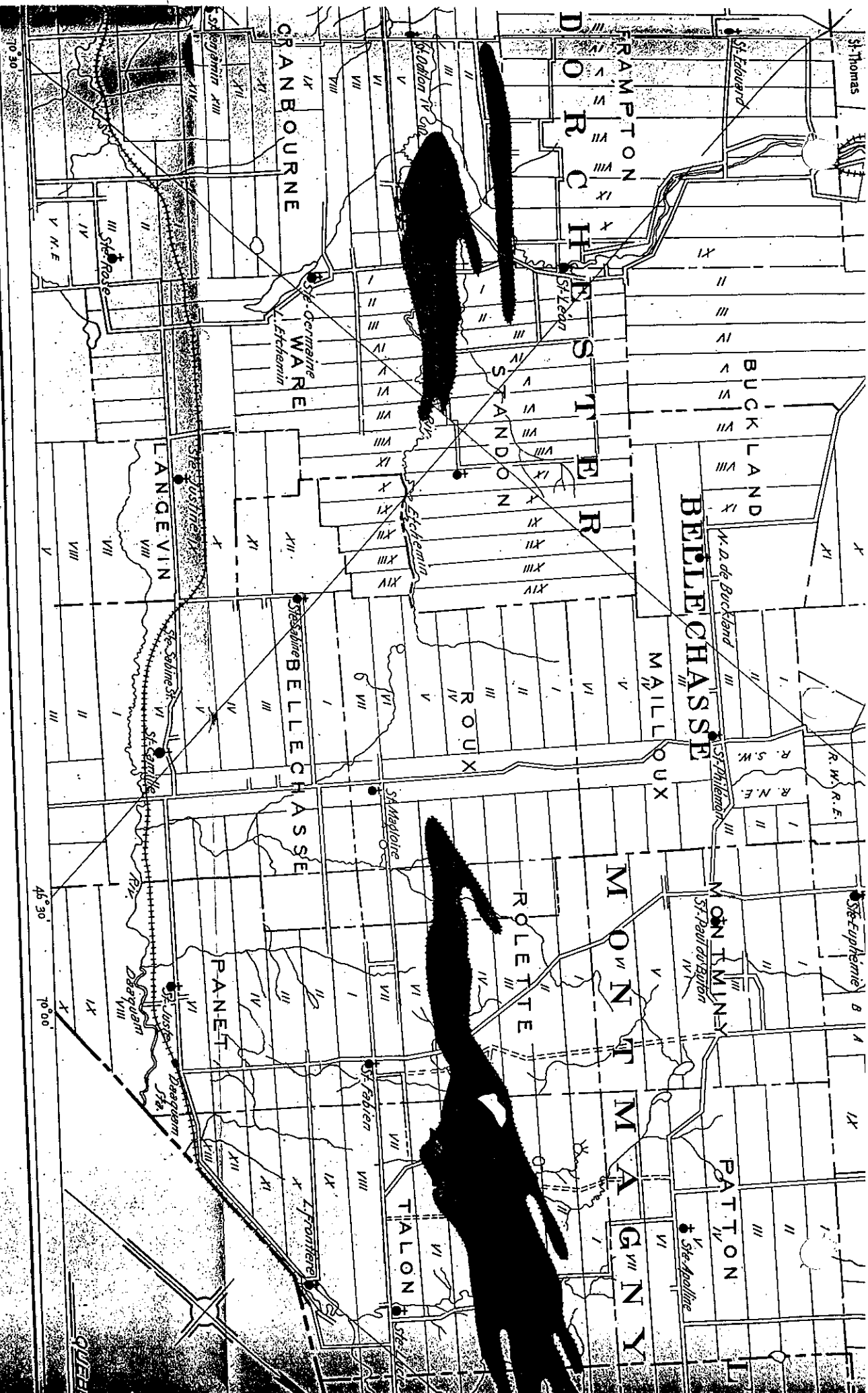
LA TRIBUNE, SHERBROOKE

SEPTEMBER 22, 1922

Wagons- Moteurs sur le Quebec Central.

Un wagon est venu a Sherbrooke de Montreal sur son proper pouvoir hier. Et une foule de personne n'ont pas ete peu surprises de voir passer ce vehicule trane par aucun ce locomotive et allard bon train. Ce wagon est ure vient d'acheter ce Quebec Central et qui a partir du 25 courant lundi prochain feront le sercice entre Levis et St Georges et entre Quebec et Scotts Jonction. Ils ont mus par un moteur a escence ont une longer de 30 pieds environ un larger de 7 pieds sont mams d'une piece resrve aux malles perent dux tonnes il peuvert transporter trent passagers a la fois. Le moteur est de marquee "Reo" est de six cylinders et une force de 50 HP. C'est une innovation don't le public benefinca a beaucoup sur plusiers rapport et qui semble roulon au aujour'hui genereraleur b sur lors chemins sd fer Canadienes.

Asbestos Rocks of Southern Quebec



To accompany report by B. T. Denis in Annual Report of Quebec Bureau of Mines, 1930, Part D.

Contributor
L. A. G. G. G.
Map of the
Geology of
1907-1909

EUTIS
MINE

CAPELTON,
QUEBEC

The dry concentrate is drawn from the storage bin by means of an apron feeder, onto a 16-inch loading conveyor which discharges into railway cars.

The capacity of the dryer varies according to the moisture content desired. Five tons per hour can be dried to 2 per cent moisture, four tons per hour to 1 per cent moisture, and three tons to 0.25 per cent moisture. The outgoing gases have a temperature of 180 degrees Fahr. when drying to 1 per cent moisture.

DISPOSAL OF TAILING

The tailing is elevated by means of a 2-inch Wilfley pump to a junction box on top of the tailing dam. From this junction box, launders, having a fall of one inch per foot, are built both ways around two sides of the pond, meeting at the corner diagonally across from the junction box. The launders, when built, are about 12 feet from the edge of the dam. Holes in the bottom of the launders, at frequent intervals, permit of the tailing being drawn off where needed, to keep the dam building up evenly. For this purpose, a piece of 1½-inch pipe is hung vertically to within about two feet of the surface of the pond, and to it is attached an elbow and a horizontal pipe which carries the tailing to the edge of the pond. A bank of dry, coarse tailing, 3 feet wide at the top and about 2 feet high, is maintained along the outer edge of the dam. The face of the dam has a slope of approximately 40 degrees. The height of water in the pond is kept as low as possible, consistent with obtaining a clear overflow. Water is drawn off through standpipes to a launder at the bottom of the pile. During normal operation of the mill, about 100 tons of tailing are produced in 24 hours.

SAMPLING

Mill-heads, concentrate, and tailing are sampled by mechanical samplers operated by weights. Samples are dried each shift on electric hot-plates and sent to the assay laboratory each morning. Assay returns of the tailing are reported to the mill office at noon each day, which gives plenty of time for corrections, if necessary, before the mill superintendent leaves.

WATER SUPPLY

An adequate supply of fresh water is obtained from the Massiwappi river, distant about 1,000 feet from the mill. The pumping station is equipped with two 3-inch 3-phase direct-connected centrifugal Cameron pumps running at 1,800 r.p.m. and working against a head of 175 feet. There are two motors, of 25 h.p. and 30 h.p., respectively, but one only is required to drive the pumps, the second being held in reserve.

POWER

About 40 per cent of the power required is obtained from the hydro-electric power plant operated by the Company. The balance is purchased from the Southern Canada Power Company. The Company's plant is run in parallel with that of the Southern Canada Power Company, and a power factor of 85 is maintained.

Tables 6 and 7 give a summary of milling costs per ton and metallurgical data for the year 1934.

belt from a line shaft; the Dorcco is chain-driven by a 3 h.p. motor. A vacuum amounting to about 22 inches of mercury is maintained at both filters by one 22-in. by 9-in. wet vacuum pump. The filtrate produced averages 9 per cent moisture.

The copper concentrate filter cake, which averages from a quarter of an inch to half an inch in thickness, is discharged onto a 16-inch conveyor-belt and delivered by this belt to a 2,000-ton storage shed. From this shed the concentrate is loaded, by the use of wheelbarrows, into railway cars for shipment to the smelter. An average of 33 tons of copper concentrate per day is filtered.

The iron concentrate filter cake is discharged onto a 16-inch conveyor-belt and delivered by this belt to the dryer. Approximately 126 tons of iron concentrate is filtered in 24 hours.

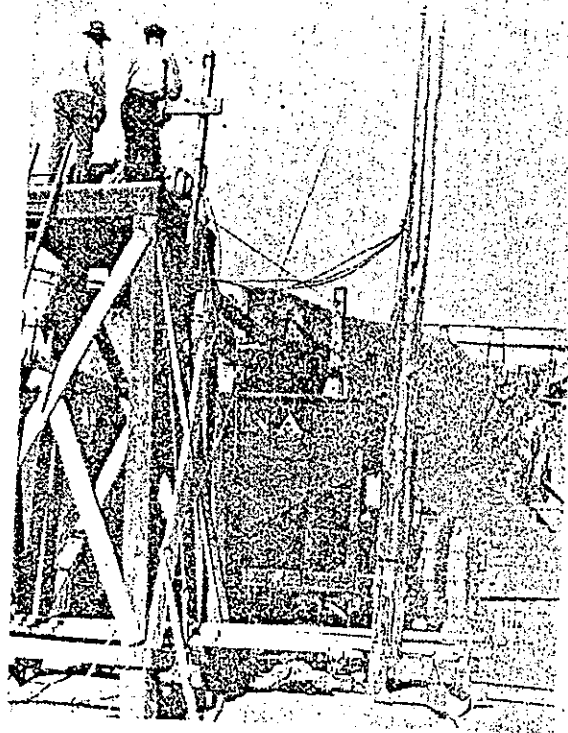


Figure 4.—Loading iron concentrate from stock-pile by the use of an electric slushing hoist and scraper.

STOCK-PILING IRON CONCENTRATE

When production of iron concentrate exceeds shipments, the surplus is pumped direct from the flotation cells to a storage pond which is operated in the same manner as the tailing dam. This has proved economical and very satisfactory. Frequently, shipments are made from the stock-pile without drying. A double-drum electric slushing hoist, made by the Ingersoll-Rand Company, is used to scrape the concentrate up a runway into the railway cars.

DRYING IRON CONCENTRATE

A Ruggles-Cole single-tube type of dryer is used for drying the iron concentrate. The dryer is 30 feet long and 5 feet in diameter. Quarter-inch boiler plate is used for liners, which are held in place by 3-inch angle-irons, which act also as lifters. There are five rows of liners with six angle-irons or lifters. The life of the liners at the discharge end is about 30 months and at the feed end about 18 months.

The flow of the concentrate is with the flow of the hot gases, and the two are directly in contact. Good draught is created by a 60-foot smoke-stack located at the discharge end of the dryer. The furnace is fired by hand, using bituminous coal for fuel. The concentrate is delivered to the feed end of the dryer by an incline belt from the filter and is fed into the dryer through a vertical chute.

The dry material is discharged into a drag conveyor and delivered by this to an 8-inch bucket elevator, which discharges into a 400-ton storage bin.

free when separating the copper and iron, because of so much mineral. In all the laboratory tests, mechanical flotation cells were used. The indicated saving by means of the bulk float was sufficiently large to warrant the purchase and installation of mechanical cells to replace the Callow cells. Fagergren flotation machines were installed in July and results thus far are decidedly encouraging. A test run of cast-iron liners for the ball-mills, and 4-inch cast-iron grinding balls, made by the Canada Iron Foundries, Limited, was started in August, 1935. The results of four months' operations are satisfactory, and indications are that cast-iron liners and cast-iron grinding balls will be used exclusively in future operations.

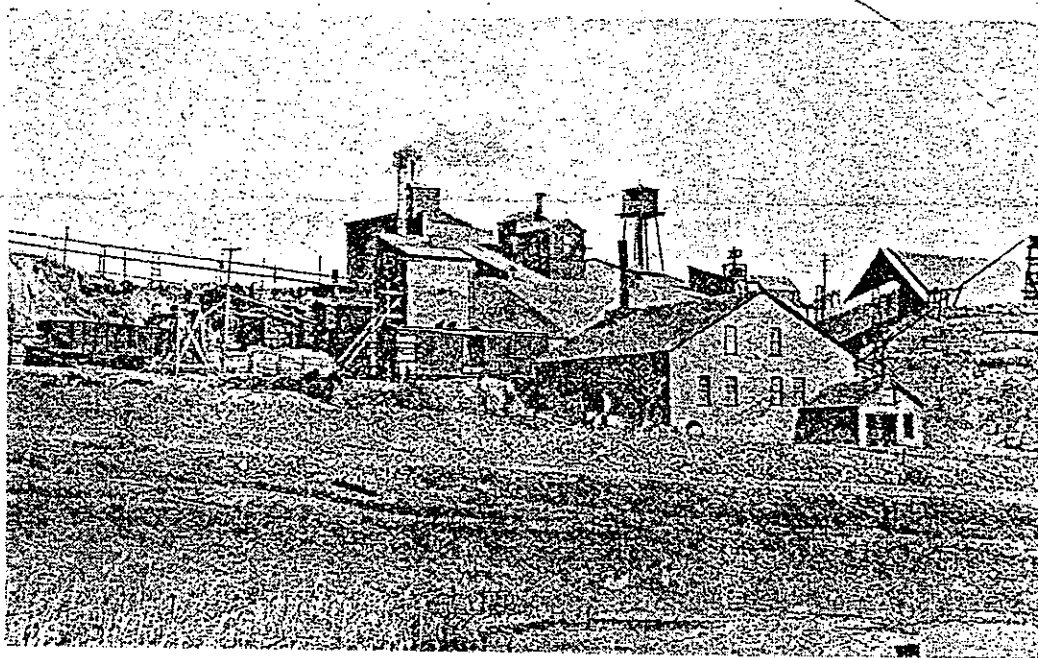


Figure 2.—The Eustis mill.

ORE TREATED

The ore of the Eustis mine is a granular iron pyrite containing chalcopyrite, and occurs as a replacement of the enclosing rock, principally sericite schist. The following is a typical analysis:

Copper.....	3.71 per cent
Iron.....	30.00 "
Sulphur.....	34.90 "
Silica.....	7.82 "
Alumina.....	2.45 "

The ore may be classified as hard in its resistance to crushing and grinding, and is uniformly so from all parts of the mine. Broken ore left in the stopes for several months does not undergo chemical changes detrimental to its floatability.

The concentrator head for 1934 averaged about 10 per cent chalcopyrite

copper values. "A considerable portion of the ore carried over 5 per cent copper, and on one occasion an ore-body of considerable size containing over 15 per cent copper was encountered" (1).

EUSTIS MINE:

The Eustis mine, originally known as the Lower Canada mine, was discovered in 1865 and in that year produced 400 to 500 tons of ore assaying about 12 per cent copper. From 1866 to 1872 the Lower Canada mine was operated by General Adams, of the United States, under the name of the Hartford mine, and produced around 25,000 tons of ore. During this period a furnace was erected near the mine and some 20,000 tons of ore was smelted, the resulting regulus assaying about 40 per cent copper. "In 1872, the property passed into the possession of the Canadian Copper and Sulphur Company, of Glasgow, Scotland" (2). From 1872 to November, 1877, this Company mined from 55,000 to 65,000 tons of ore, and erected a plant to treat the ore by Henderson's wet process. "It is stated that, in 1876, from 65 to 70 tons of precipitate, containing 70 to 75 per cent of copper, were produced monthly" (2). In 1879, after a two-year shut down, the Orford Nickel and Copper Company leased the mine, which at that time had reached the boundary line between the Hartford property and the Orford Nickel and Copper Company's property at a depth of 500 feet on the slope.

(1) Wilson, Alfred W. G., *Pyrites in Canada*, Mines Branch, Dept. of Mines, Ottawa, Pub. No. 167, 1912, p. 57.

(2) Bancroft, *op. cit.*, p. 243.



Figure 1.—Eustis mine. Trolley car in foreground.

Mining Methods and Costs at the Eustis Mine

OF THE
CONSOLIDATED COPPER AND SULPHUR COMPANY

BY FRED. W. SNOW* AND H. F. BROWNBILL**

(Annual General Meeting, Ottawa, Ont., March, 1936)

INTRODUCTION

THE mines of the Consolidated Copper and Sulphur Company, consisting of the Eustis, the Albert, and the Capel mines, are situated in Ascot township, Quebec, about ten miles southeast of Sherbrooke, on the main line of the Quebec Central railway. Of these mines, only the Eustis is now producing, and it has been operated almost continuously for the past seventy years. Mining methods have been improved in recent years but are still old fashioned when compared with those employed in more modern and up-to-date mines.

The ore is of milling grade and is mined for its copper and sulphur content. Silver is present in small quantity, together with a trace of gold.

The ore is mined by the shrinkage stope method. Pillars are frequently left as supports for the hanging-wall to prevent serious dilution of the ore and are sometimes recovered after the ore is drawn from the stope. Occasionally, small blocks of ore in close proximity to the shaft are mined by a cut-and-fill method.

HISTORY

ALBERT AND CAPEL MINES:

The Albert and the Capel mines, originally known as the Capelton mine, were discovered in 1863 by George Capel (1). By the end of 1866 the Albert shaft had been sunk to a depth of 121 feet on an incline of about 30 degrees where a vein five feet thick was encountered.

In 1879, these mines passed into the hands of G. H. Nichols and Company, by whom they were operated practically continuously until 1907. When mining operations ceased in that year, the shafts had reached depths on the incline of approximately 2,300 feet and 1,000 feet, respectively. These mines have been allowed to cave and fill with water and have been inaccessible for many years.

Very little information is available about the production of the Albert and Capel mines. However, records at hand show that from 1888 to 1891, inclusive, over 200,000 tons of ore was hoisted. The ore carried very good

* Mine Manager, Eustis Mine.

** Mine Captain and Engineer, Eustis Mine.

(1) For further particulars of the history of the Albert, Capel, and Eustis mines, see report by Bancroft, J. Austen, *The Copper Deposits of the Eastern Townships of Quebec*, Mines Branch, Dept. of Mines, Ottawa, 1915.

ity and occurs as a replacement of the sericitic schist in irregular masses which range in size from small vein-like streaks to very large, massive blocks. The ore is granular pyrite, carrying chalcopyrite, small amounts of lead and zinc sulphides, some silver, and a trace of gold. The ore replaces both the sericitic schist and the green-rock.

There are four distinct lenses of ore arranged *en échelon* (Figure 4). Three of them are classified as pyrite lenses, assays of the ore ranging from 0.05 to 1.25 per cent copper and 36 to 44 per cent iron. The fourth lens, designated the copper lens, lies in the hanging-wall of, and to the southwest of, the pyrite lenses. The copper lens assays from 1.5 per cent copper and 40 per cent iron, in the southwest end, to as high as 16 per cent copper (and 26 per cent iron) in the northeast end. The mine-run for the past few years has averaged 4.11 per cent copper and 30 per cent iron. The walls of the ore-bodies are seldom sharply defined, the massive sulphide generally passing into schist or green-rock containing only disseminated pyrite and chalcopyrite.

From the surface down to the 3,200-foot level, the ore-bodies, both copper and pyrite, have been completely mined out. In this section of the mine, the copper values in the pyrite ore were sufficiently high to warrant the mining of the pyrite ore-bodies. Below this level, the copper values have been largely segregated in the copper lens, apparently at the expense of values in the pyrite lenses, so that in reality there are two distinct ore-bodies in the lower part of the mine, a copper ore-body and a pyrite ore-body.

It is interesting to note that the three pyrite lenses and the copper lens, separated by bands of schist or green-rock from two to ten feet thick, are continuous, never crossing the separating band of rock, from the 3,200-foot level to the 6,500-foot level, which is the bottom level at present (Figure 4).

The pyrite lenses are from 2 feet to 25 feet wide, normal to the dip and strike, and, where fully developed, show a length along the strike of about 250 feet. Very little mining of these lenses has been done below the 3,200-foot level. A conservative estimate of the pyrite ore reserve in the Eustis mine is 1,500,000 tons.

The copper lens varies in width from 6 feet to 40 feet, normal to the dip and strike, and averages about 110 feet in length along the strike. It has been mined out down to the 5,900-foot level. The average rate of extraction is about 350 feet of incline depth per year. Normally, 'developed' ore is equal to about $1\frac{1}{2}$ years' production.

METHODS OF DEVELOPMENT AND MINING

DEVELOPMENT:

The mine is being developed through the main incline shaft to the 6,350-foot level, No. 2 shaft below the 6,350-foot level, a manway or ventilation raise, and one adit on the 500-foot level. From the 500-foot level to the 3,700-foot level, the main shaft is a two-compartment shaft passing through old stopes for much of the way, with frequent changes of inclination (Figure 3).

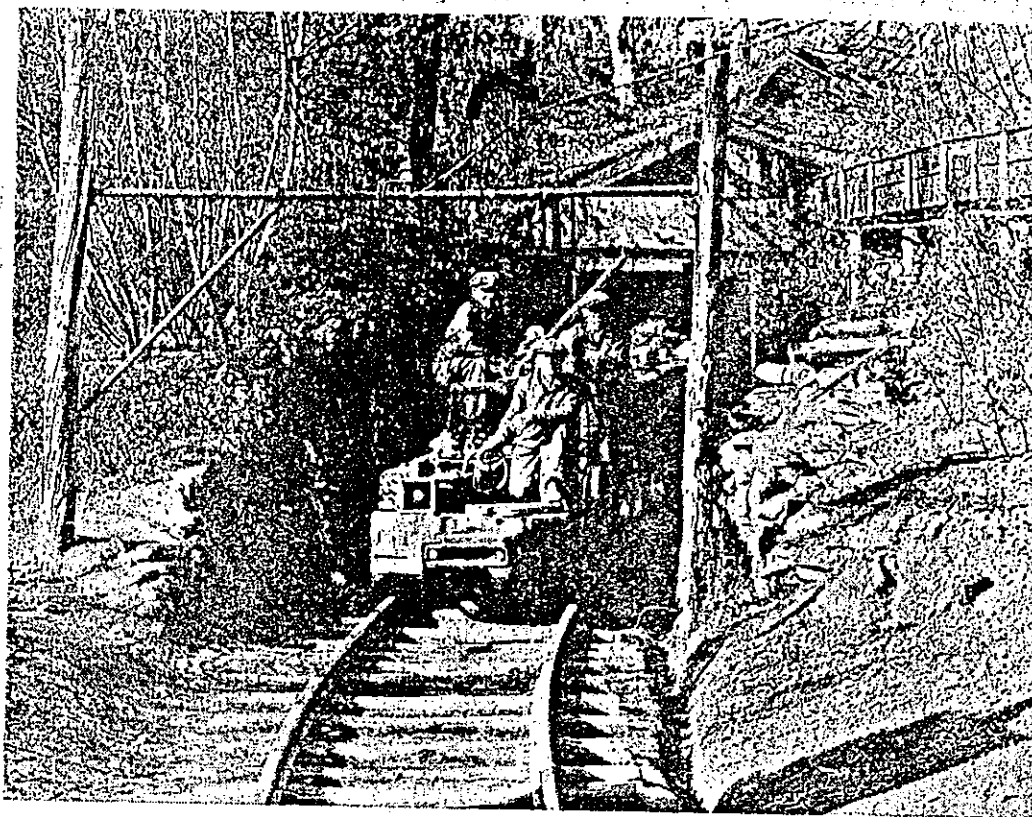


Figure 5.—Portal of 500-foot adit.

Below the 3,700-foot level, the shaft has been sunk in the footwall of the copper lens about 30 feet from the ore, on an inclination of about 45 degrees. There are two skip-ways, each 6 feet high by $6\frac{1}{2}$ feet wide, and a manway 6 feet high by 4 feet wide. Just below the 6,200-foot level, the shaft passes through the ore into the hanging-wall of the lens.

In order to develop the mine below the 6,350-foot level, it has been necessary to resort to stage hoisting. The No. 2 shaft is located to the northwest of the main shaft, in the footwall of the copper ore-body (see Figure 6). This shaft has two skip-ways, each 6 feet high by 5 feet wide, and a manway 6 feet high by 3 feet wide, and is being sunk at an angle of 60 degrees, which is the average dip of the ore-body in this section of the mine. Both shafts are timbered with B.C. fir. Shaft sets are on 7-foot centres in the main shaft and 6-foot centres in No. 2 shaft. Small, native cedar poles are used for shaft lagging. A shaft set consists of one 10-inch by 10-inch cap, one 8-inch by 10-inch sill, four 8-inch by 10-inch posts, and eight 8-inch by 8-inch girts. The tracks in the hoisting compartments are 48-inch gauge and are laid with 56-pound standard rail.

Above the 6,350-foot level, the mine is developed by levels at 125- to 150-foot intervals on the incline of the shaft. Recently, flat places in the ore-body have been encountered between regular levels and it has been necessary to develop sub-levels in such places in order successfully to mine the ore. Present practice is to diamond-drill below all shaft sinking and level development in order to locate the flat places in the ore, where levels can be developed for the most efficient mining (see Figure 6).

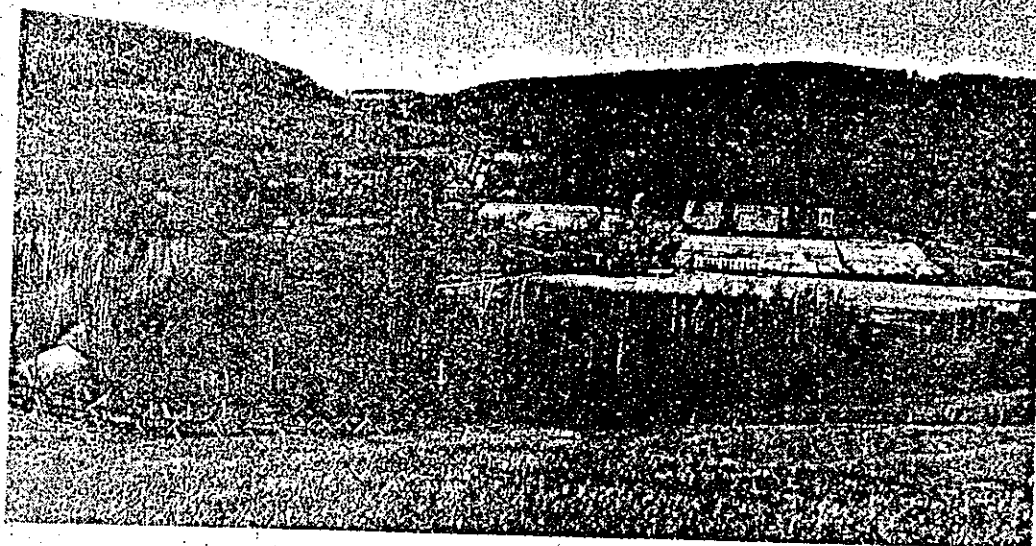


Figure 1.—The Eustis mill, with mine in background.

quently, an Elmore oil concentrating unit was added, but did not prove successful.

In 1914, the mill was destroyed by fire and, in order to meet contracts with acid plants, a temporary screening plant was installed and operated while the present mill was being built. The new mill was equipped as before with Richards classifier and Willsley tables.

In 1915, additional equipment was installed, consisting of a ball-mill for regrinding the mill tailing, and Callow flotation cells for making a flotation copper concentrate from the reground tailing. Operations continued without further change until the end of the war, when the mine and mill were temporarily shut down.

When operations were resumed in the mill in 1920, a flow-sheet was installed to produce a copper concentrate and an iron-pyrite concentrate by selective flotation. At this time, J. M. Callow, of the General Engineering Company, was called in to assist in putting the flotation on a practical basis. In 1927, the Consolidated Copper and Sulphur Company took over the mine and mill and greatly improved the mill by the addition of more Callow cells and conditioners.

During the past eighteen months, several laboratory tests have been made (the last one in the laboratories of the Department of Mines at Ottawa) to investigate the possibilities of a bulk flotation, wherein all the copper and iron sulphides are floated out, making a bulk concentrate and final tailing, the bulk concentrate to be re-treated by selective flotation, with production of a flotation copper concentrate, and a tailing which constitutes the iron-pyrite concentrate.

The results of these tests indicated a substantial reduction in milling costs and better metallurgy than with the straight selective float. A twenty-four-hour test run was made in the mill, but results were discouraging, due to the fact that it was almost impossible to keep the blankets in the Callow cells

Milling Methods and Costs at Eustis Concentrator

OF THE
CONSOLIDATED COPPER AND SULPHUR COMPANY

BY H. A. BAXTER* AND FRED W. SNOW**

(Annual General Meeting, Ottawa, Ont., March, 1936)

INTRODUCTION

THE Eustis concentrator is located about nine miles southwest of Sherbrooke, on the main line of the Quebec Central railway. The concentrator is served by a side track parallel to the main line, and all supplies for both the mine and mill are delivered at the mill yards.

The concentrator treats 250 tons of copper-iron ore daily by preferential flotation, whereby, first, the copper sulphides are floated and the iron pyrite is depressed, and, second, the iron pyrite is reactivated and floated, resulting in an iron pyrite concentrate and tailing, the latter going to waste.

During 1934, 71,709 tons of ore were treated, averaging 3.712 per cent copper and 32.1 per cent iron, with a small amount of silver and a trace of gold. The recovery was 93.77 per cent of the copper, and 70.43 per cent of the iron as iron concentrate. The copper concentrate produced averaged 25.623 per cent copper and the iron-pyrite concentrate averaged 42.13 per cent iron and 49.173 per cent sulphur.

HISTORY

The first mill at the Eustis mine was built in 1904 (1). For a few years previous to this time, some jigs had been operated to concentrate the fines from the mine, the coarse ore being hand-sorted. Both the fines and sorted lump ore were shipped to acid plants. The building of the mill was based on test work carried out by Professor Robert H. Richards at the Massachusetts Institute of Technology. The method of concentration consisted in careful classification in a Richards classifier, which made six different sized products. These products went to Wilfley tables, where a concentrate, middling, and tailing were made. The middling was returned to the rolls. Crushing was done by a jaw crusher and two sets of rolls, resulting in a screen size of about five-mesh. No attempt was made to separate the copper and iron sulphides. The concentrate, assaying about $2\frac{1}{2}$ per cent copper and 46 per cent sulphur, was shipped to acid plants, the resulting clinker being in turn shipped to the smelter at West Norfolk, Virginia. Subse-

* Mill Superintendent, Eustis Mine.

** Mine Manager, Eustis Mine.

(1) Particulars relating to the history of the concentrator were supplied by Mr. A. H. Eustis, Vice-President, C. C. & S. Co.

ACT OF
INCORPORATION
FOR THE
SHEROKE,
EASTERN
TOWNSHIPS
AND KENNEBEC
RAILWAY
COMPANY

CAP. LVII.

An Act to incorporate the "Sherbrooke, Eastern Townships and Kennebec Railway Company."

[Assented to 5th April, 1869.]

Preamble.

WHEREAS Alexander T. Galt, Charles J. Brydges, Joseph G. Robertson, George F. Bowen, George H. Borlase, George Addie, the younger, Zerah Evans, Richard D. Morkill, Henry Cameron, Jean-Baptiste Brodeur, Esquires, and others, have petitioned the legislature for an act of incorporation to construct a railroad from the town of Sherbrooke to and into the township of Weedon *via* Dudswell, and thence by the most feasible route and grade to connect with the proposed Levis and Kennebec Railway, and whereas it is expedient to grant the prayer of the said petition; Therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Certain persons incorporated.

1. The said Alexander T. Galt, Charles J. Brydges, Joseph G. Robertson, George F. Bowen, George H. Borlase, George Addie, the younger, Zerah Evans, Richard D. Morkill, Henry Cameron, and Jean Baptiste Brodeur, together with such other persons or corporations as shall become subscribers and shareholders in the company hereby incorporated, shall be and are hereby ordained, constituted and declared to be a body corporate and politic, by and under the name and style of the "Sherbrooke, Eastern Townships and Kennebec Railway Company."

Power to construct a railway on a certain line.

2. The said company and their servants shall have full power and authority to lay out, construct, make and finish a double or single wooden railway at their own cost and charges, of such width or gauge, and from such point in the town of Sherbrooke, as the directors of said company for the time being may think most advantageous, and as will insure the best grades to and into the township of Weedon, *via* Dudswell, and thence by the most feasible route and grade to connect with the proposed Levis and Kennebec Railway; with power hereafter to substitute iron rails for wooden on any part of said road, in the discretion of the directors.

Capital stock.

3. The capital stock of the said company shall be the sum of five hundred thousand dollars, (with power to increase the same as provided by *The Quebec Railway Act*, 1869, passed during the present session,) to be divided into twenty thousand shares of twenty-five dollars each--which amount shall be raised by the persons hereinbefore named, and such other persons and corporations as may

become shareholders in such stock; and the money so raised shall be applied in the first place, towards the payment of all fees, expenses and disbursements for procuring the passing of this act, and for making the surveys, plans and estimates connected with the railway, and all the rest and remainder of such money shall be applied towards the making, completing and maintaining the said railway and other purposes of this act; provided always, that until the said preliminary expenses shall be paid out of the capital stock, it shall be lawful for the municipality of any county, city, town or township, interested in the railway, or otherwise, to pay out of the general funds of such municipality, such preliminary expenses, which sums shall be refunded to such municipality from the stock of the said company, or be allowed to them in payment of stock; and this act shall be to all intents and purposes, good and in full force and effect for such portion or portions of said railway as may be begun in four years and completed in eight years from the passing of this act.

Application thereof.

Proviso: as to payment of preliminary expenses by municipalities.

4. The said Alexander T. Galt, Charles J. Brydges, Joseph G. Robertson, George F. Bowen, George H. Borlase, George Addie, the younger, Zerah Evans, Richard D. Morkill, Henry Cameron and Jean-Baptiste Brodeur, shall be and are hereby constituted a board of directors of the said company, and shall hold office as such until other directors shall be elected under the provisions of this act, by the shareholders, and shall have power and authority, immediately after the passing of this act, to open stock-books and procure subscriptions for the undertaking, to make calls upon the subscribers, to cause surveys and plans to be made and executed, and, as hereinafter provided, to call a general meeting of the shareholders for the election of directors.

Provisional directors.

Their powers.

5. The said directors are hereby empowered to take all necessary steps for opening the stock-books for the subscriptions of persons desirous of becoming shareholders in the said company; and all persons subscribing to the capital stock of the said company shall be considered proprietors and partners in the same, but shall be liable only to the extent of their stock therein.

Limited liability of shareholders.

6. When and so soon as one-tenth part of said capital stock shall have been subscribed, as aforesaid, it shall and may be lawful for the said directors, or a majority of them, to call a meeting of the shareholders at such time and place as they may think proper, giving at least two weeks' notice in a newspaper published in the town of Sherbrooke, at which general meeting, and at the annual general meetings, in the following sections mentioned, the shareholders present, either in person or by proxy, shall elect nine

Meeting for election of first directors.

directors, in the manner and qualified as hereinafter provided, which said nine directors shall constitute a board of directors, and shall hold office until the first Monday in June, in the year following their election.

Meetings for
election of
subsequent
directors.

7. On the said first Monday in June, and on the first Monday in June in each year thereafter, there shall be holden a general meeting of the shareholders of the said company, at the principal office of the said company, at which meeting the shareholders shall elect nine directors for the then ensuing year, in the manner and qualified as hereinafter provided; and public notice of such annual general meeting and election shall be published one month before the day of election, in one or more newspapers published in the town of Sherbrooke, and the election of directors shall be by ballot; and the persons so elected, together with the *ex-officio* directors under the said Quebec Railway Act, 1869, shall form the board of directors.

Quorum of
directors.

8. Five directors shall form a quorum for the transaction of business, and the said board of directors may employ one or more of their number as paid director or directors; Provided, however, that no person shall be elected director unless he shall be the holder and owner of at least ten shares of the stock of the said company, and shall have paid up all calls upon the said stock.

Voting.

9. In the elections of directors under this Act, and in the transaction of all business at general shareholders' meetings, each shareholder shall be intitled to as many votes as he holds shares upon which the calls have been paid up, and shall be entitled to vote either in person or by proxy.

Calls on
shares.

10. The directors may, at any time, call upon the shareholders for such instalments upon each share which they or any of them may hold in the capital stock of the said company, and in such proportion as they may see fit, except that no such instalment shall exceed ten per cent on the subscribed capital, and that one month's notice of each call shall be given in such manner as the directors shall think fit.

Vacancies
among direc-
tors.

11. The directors, or a majority of them, may supply the place or places of any of their number, from time to time, dying or declining to act as such directors, from among the several persons being subscribers for or owning and holding shares in the said company sufficient to qualify him or them to act as directors as aforesaid.

Form of con-
veyances of
lands.

12. All deeds and conveyances of lands to the said company for the purposes of this act, in so far as circumstances will admit, may be in the form of the schedule A, to this act subjoined, or in any other form to the like effect; and for the purposes of due enregistration of the same, all registrars in their respective counties.

Registration
thereof.

in their registry books such deeds and conveyances, upon the production and proof of the due execution thereof, without any memorial, and shall minute the enregistration or entry on such deed; and the registrar shall receive from the said company, for all fees on every such enregistration, and for a certificate of the same fifty cents and no more, and such enregistration shall be deemed to be valid in law; any statute or provision of law to the contrary notwithstanding.

13. The said company shall have power and authority to become parties to promissory notes and bills of exchange for sums not less than one hundred dollars; and any such promissory note made or endorsed, or any such bill of exchange drawn, accepted or endorsed by the president or vice-president of the company, and countersigned by the secretary and treasurer of the said company, and under the authority of a quorum of the directors, shall be binding on the said company; and every such promissory note or bill of exchange so made, shall be presumed to have been made with proper authority, until the contrary be shown, and in no case shall it be necessary to have the seal of the said company affixed to such promissory note or bill of exchange, nor shall the president or vice-president or the secretary and treasurer, be individually responsible for the same, unless the said promissory notes or bills of exchange have been issued without the sanction and authority of the board of directors, as herein provided and enacted.

Power to issue promissory notes, &c.

Without individual responsibility of persons signing.

14. The directors of the said company shall have the power upon being duly authorized thereto by a vote of the majority of the shareholders in the said company present at any annual meeting in the month of June, for the purpose of electing directors, or at any general meeting of the said shareholders, whereof notice shall have been given in the manner hereinabove provided in the case of a general annual meeting and election, and in which notice shall be stated and published the object of such meeting, to issue their bonds made and signed by the president or vice-president of the said company, and countersigned by the secretary and treasurer, and under the seal of the said company, for the purpose of raising money for prosecuting the undertaking, and such bonds shall be and be considered to be privileged claims upon the property of the said company, and shall bear hypothec upon the said railway without registration; Provided, however, that no such bonds bearing such hypothec shall be issued until after ten per cent of the whole capital stock of the said company, as provided by this act, shall have been expended in and upon the said railway. And provided also that the whole amount

Power to issue bonds.

Bonds to be privileged.

Prov. so.