

CHRONOLOGY OF EVENTS

ABBREVIATIONS:

BL&H	Blair, Lavery and Hale, Legal Counsel acting for DIA
CIQ	Confederation of Indians of Quebec
CL&P	Canadian Light and Power Company
DIA	Department of Indian Affairs
DSGIA	Deputy Superintendent General of Indian Affairs
MCK	Mohawk Council of Kahnawake
OC	Order-in-Council
PC	Privy Council
QLS	Quebec Lands Surveyor
r/w	right-of-way
RSQ	Revised Statutes of Quebec
SGIA	Superintendent General of Indian Affairs

1910

September CL&P applies to Governor General in Council for permission to run a power transmission line across Caughnawaga I.R. 14

1911

March 30 Application and a plan of proposed course of transmission line conveyed to DIA.

May 19 Sec. 46 of Indian Act amended by Canadian parliament to read that provincial, municipal and local authorities with federal or provincial statutory powers to expropriate can take Indian lands *with the consent* of the Governor in Council.

May 29 DIA directs CL&P to deposit plans on tracing lines and states that steps are being taken to obtain OC.
DIA directs Caughnawaga Indian Agent to value properties to be affected by proposed power line r/w and to submit valuation in schedule form; he is also to consult Council in order to determine a value per arpent which should be credited to Band in consideration of Band's communal interests in located properties.

June 1 SGIA makes submission to PC for OC authorizing acquisition of r/w by CL&P.

June 5 Band Council resolves that \$750 per arpent should be demanded for 14.89 square arpents of the Caughnawaga common required for line. Stipulated that: "this piece of land of the common that will be expropriated by the Canadian Light and Power Company shall become again the property of the Caughnawaga band at the expiration of the charter of the said company."

June 7 Indian Agent informs DIA of Band Council's demand for \$750 per arpent, states that Band wants SGIA to set rate per arpent for Band interest, and reports on valuations made. Valuation schedule shows that agent valued 9.06 sq. arp. of common lands at \$400 and 5.83 sq. arp. at \$300 per arpent. Locatees' lands valued anywhere from \$75 to \$300 per sq. arp.

June 8 OC (PC# 1362) passes. It states: "under the provisions of Section I of 'An Act to Amend the Indian Act,' I George V. authority be given for the acquirement by the said Company of the right-of-way referred to, upon such terms as may be agreed upon." [Referring to May 19 amendment to Sec. 46.]

June 10 Peter Delisle and Louis F. Jackson given power of attorney for locatees. DSGIA writes to Peter Delisle stating that each Indian property owner is to be consulted in arriving at valuations.

- June 10 CL&P Solicitor informs DSGIA that arbitrators arrived at award of \$7,900¹ "for part of property...agreed upon" and that third arbitrator was to be appointed to deal with balance of property.
- June 13 Minutes of June 5th Band Council meeting forwarded to DIA by Indian Agent.
- June 17 DIA informs CL&P solicitor that DIA has no knowledge of award of arbitrators of \$7,900 referred to in June 10 communication; he states that they have received agent's valuation "but the Department requires the consent of the Indian Council and of the different Indian owners interested before taking any action."
- June 23 DIA meets with CL&P and agrees that they will allow CL&P to enter IR for construction purposes once they have made \$8,000 deposit. DIA receives sum soon thereafter.
- June 24 DIA Inspector J. G. Ramsden instructed by DIA to make new valuation of the r/w; he is to take into account the views of P. J. Delisle and L. F. Jackson, who represent locatees.
- August 29 Ramsden reports to DIA that he made valuations of the located lands and consulted individual locatees, each of whom signed an agreement. Locatees consented to \$5 per acre share of their compensation being credited to Band funds as well as an additional 5% being paid to Delisle and Jackson. Agreements signed are a standardized form which states that the locatee has agreed "to release all my right and title to The Canadian Light and Power Company to that portion of my land to be taken for their right-of-way".
- September Locatees paid and Ramsden requested to supply his valuation report on the common lands. Ramsden replies that CL&P suggested sum of about \$140 per sq. arpent whereas Band wanted \$600-\$700 per sq. arpent. Opines that Band demand unreasonable and suggests that Company be directed to make another offer.
- December CL&P informs DIA that additional small parcel required and that locatee has agreed to sum of \$25 as compensation. DIA accepted said sum on locatee's behalf.
- 1912**
- January 20 DIA Inspector Ramsden reports that CL&P has offered to pay \$2,700 for common lands i.e. about \$181 per sq. arpent. Notes that Chief indicated Band Council would not accept any less than \$400 per sq. arpent. Realty Company called Carrick Company Ltd. quoted \$250 per sq. arpent; Beaudry Realty quoted \$200-\$250 per sq. arpent.
- February 27 CL&P replies to DIA inquiry re highest offer they're prepared to make--\$2,700.
- March 8 Band Council resolves to accept no less than \$300 per sq. arpent (total of \$4,467) and explains why land in question is of particular value to the Band.
- March 26 CL&P asked to either pay \$300 per sq. arpent or name an arbitrator.
- April 4 Indian Agent reports that Band wants Robert Orr of Chateauguay to be their arbitrator.
- April 17 CL&P Solicitor asks DIA to confirm whether arbitration proceedings will take place under Articles 6564 and following of RSQ. DIA replies in the affirmative.
- June 12 S. Ouimet, QLS, prepares technical description of common lands and officially swears that \$2,700 is fair compensation for common lands.
- June 17 Notice served to SGIA by Solicitor of CL&P that they will pay only \$2,700 and that John L. Brodie is their arbitrator.

¹ The sum of \$7,900 is very close to the total valuation of Letourneau if the amount for common lands is excluded (i.e., the amount for the located lands). (Due to errors in Letourneau's valuation it is not possible to determine his exact valuation for the located lands.)

- August Band arbitrator Robert Orr and CL&P arbitrator John Brodie meet; latter suggests that Band obtain legal counsel. "Mayor" of council, Dr. Patton, states that legal counsel not required or wanted.
- September Orr and Brodie appoint a third arbitrator who refuses to accept position.
- 1913**
- April 11 Band Council passes resolution to find out whether common lands paid for yet.
- September 29 Band's arbitrator reports that he and Brodie have been unable to appoint a third arbitrator.
- November 3 CL&P Solicitor advises DIA of amendment to RSQ regarding expropriations. Proceedings must now take place before judge instead of arbitrators.
- November 7 DIA gives firm Blair, Laverty & Hale (BL&H) authority to bring matter of arbitration before a judge.
- 1914**
- February 5 BL&H advises that CL&P solicitor has been away at Quebec Legislature so they have been unable to make progress in arbitration. They recommend that real estate experts be retained in order to present evidence on behalf of band at arbitration hearing. DIA replies that Band should be consulted on matter.
- April 17 Band Council resolves that Indian Agent and Band Council will present evidence.
- April 22 BL&H inform Agent and DIA that Band will surely face defeat if they go before judge without a real estate expert's evidence.
- May 4 Asst. Depy. & Secy. of DIA tells BL&H that CL&P should be approached about making an amicable settlement. Valuator from company should first meet with valuator of DIA for discussion.
- May 8 Band Council resolves that F. M. Jacobs, Chief Councillor, and Dr. Patton will assist W. R. White, Surveyor for DIA, in arriving at agreement with CL&P.
- May 19 W. R. White advises that Band will now accept \$3,316.50 for common lands being \$325 per acre for mainland property (6.42 acres) involved and \$200 per acre for property on island (6.15 acres).² White recommends that CL&P be informed that if they pay the \$3,316.50 an OC will be applied for permitting them to acquire land.
- May 26 DSGIA conveys the valuation to CL&P.
- June 2 BL&H advises that CL&P counter-offered \$3,000; said offer conditional on CL&P receiving "clear title" to property. DIA replies that CL&P can either pay \$3000 with interest or \$3,316.50.
- July 14 BL&H reports that CL&P will pay \$3,316.50 and want a deed prepared.
- July 17 DIA advises BL&H that upon receipt of sum OC will be applied for and then a patent will be issued to CL&P.
- August 4 DIA fills out a sales ledger form for sale of strip of land at Caughnawaga (Sale No. 343). Erroneously noted that all 65.33 sq. arp. were purchased for \$3,316.50, despite the fact that this was only the compensation paid in connection with common lands. A patent reference number assigned to sale but patent does not issue until much later at which time a new reference number is assigned.
- August 22 Asst. Depy. & Secy of DIA tells BL&H that one patent will cover right-of-way through IR outside of commons and an OC would be applied for permitting DIA to sell all of land. However, DIA Surveys Branch marginalia states "No O.C. other than that of 8th June 1911 is necessary."

² This is a total of 12.57 acres or 14.46 sq. arpents. Recall that the property involved was actually 14.89 sq. arpents. Based on these figures the Band wanted about \$282 per sq. arpent for mainland property and approx. \$174 per sq. arpent for island property (average price for all of property therefore about \$229 per sq. arpent).

- September 14 Description for patent prepared by DIA Surveys Branch. States that strip of land is 65.33 sq. arp. in area and 100 ft. wide.
- November Correspondence exchanged between DIA, CL&P and BL&H regarding discovery that portion of Lot 97 under Kanawaki Golf Club lease is within CL&P's transmission line r/w. DIA decides not to issue letters patent until matter resolved. Solicitor of CL&P asserts in a letter that DIA has "guaranteed clear deeds" to company.
- 1925**
August CL&P solicitors inquire whether DIA has executed deed yet; DIA replies that they are waiting for settlement of golf club encroachment problem.
- 1932**
May-July Beauharnois Electric Co. Ltd. applied for and received permission from DIA to construct a power line on the r/w. No further documentation on whether or not any construction was actually undertaken.
- 1933**
January Kanawaki Golf Club and CL&P reach agreement re parcel of land covered by golf club's lease which lies within r/w. Club to withdraw property from lease and then receive lease from CL&P.
- May 4 Letters Patent Ref. No. 22523 issued to CL&P for entire right-of-way containing 65.33 sq. arp., 100 ft. wide. Noted that sum paid was \$3,316.50 (this was sum paid for common lands only; no reference made to additional \$8,854 paid to locatees in 1911).
- December DIA informs CL&P that small parcel of lands covered by patent had already been included in a 1913 patent to CPR. Noted that new corrected patent would have to issue to CL&P but no evidence was found that such action was ever taken.
- 1947**
January 8 Commissioner Taggart of DIA observes in a letter to a Mr. St. Louis, DIA archivist, that patent 22523 "is an absolute alienation of the whole right of way across the Reserve." Also notes that patent states that \$3,316.50 paid for r/w despite fact that more than \$8000 was also paid to locatees.
- 1955-1956** About 1350 acres of IR taken for seaway purposes within which lies portion of CL&P r/w.
- 1966-1978** OCs passed in 1966 and 1976 transfer more than 800 acres taken for seaway purposes back to DIA. Property is returned to reserve status by 1978 OC. Plans of returned lands do not show the r/w of CL&P.
- 1973**
February Head, Land Transactions Section, DIA HQ writes to DIA District Supt., Montreal, re r/w stating that if Hydro Quebec was to relinquish rights as successors to CL&P then any deed for that purpose would have to clearly state that they were relinquishing all rights "purported to have been transferred" by Letters Patent. No additional documentation on this matter was located.
- 1978** Research conducted into small part of r/w (Lot 32 Block D) by Confederation of Indians of Quebec (CIQ). DIA Quebec Region's Regional Supervisor of Lands Records and Registry states that power line no longer in use but towers still standing. Notes that there is no reversionary clause in OC and that any attempt to have lands revert should be initiated by Band and/or CIQ.
- 1995**
July Hydro-Quebec tells MCK that r/w for transmission line is partially used for a 25 kv distribution network.
- 1996**
October Sophie Yale, Notary, Civil Litigation and Real Property Law (Quebec) Section, DIA, writes legal opinion re status of r/w. States that letters patent issued by federal crown could not have conferred right of ownership to CL&P. Said opinion based on fact that a researcher, Ms. Valiquette, was unable to find any evidence the federal crown had any right of ownership over the land to begin with. Also states that no expropriation procedures were registered at local registry office in Laprairie but uncertain as to whether such registration actually required.

CHRONOLOGY OF EVENTS

ABBREVIATIONS:

BCR	Caughnawaga Band Council Resolution
CLH&P	Canadian Light, Heat and Power Co.
CRM&P	Cedars Rapids Manufacturing & Power Co.
DIA	Department of Indian Affairs
H-Q	The Québec Hydro-Electric Commission
IR	Caughnawaga Indian Reserve No. 14
MCK	Mohawk Council of Kahnawake (formerly Caughnawaga Band Council)
OC	Order-in-Council
PC	Privy Council
QLS	Quebec Land Surveyor
r/w	right-of-way
RSQ	Revised Statutes of Quebec
SG	Surveyor General
SGIA	Superintendent General of Indian Affairs
SLSA	The St. Lawrence Seaway Authority
SQ	Statutes of Quebec

1929

July 23

CRM&P solicitor informs DIA that their clients want to erect a power transmission line which will traverse Caughnawaga IR. Company requires servitude only and "[t]he land itself would be in no way affected, except at points where the towers were erected". Notes that compensation paid for lands outside the reserve has been \$25. for each lot affected and \$40. for each tower.

July 24

DIA advises CRM&P to send formal application, along with plan, signed by a QLS, on tracing linen and 2 blueprints. Caughnawaga Indian Agent is to be supplied with copy of plan and arrangements made for representative of CRM&P to interview each Indian individual property owner, accompanied by Indian Agent, so as to arrive at satisfactory compensation. Written acceptance from each Indian should be obtained and witnessed by Indian Agent. Proportion, usually 5%, of compensation paid to individuals should be deducted for Band interest. CRM&P may enter IR for purposes of survey but not construction.

1930

January 7

CRM&P submits formal application to DIA for a "perpetual easement or servitude and right to erect two transmission lines and telephone lines" across IR. Servitude required over approximately 119 acres or 141 sq. arp. (square arpents) on which 28 towers will be erected. Area will not be fenced. Notes that average price of \$30 per sq. arp. paid for non-IR lands. Cheque for \$4,230 forwarded representing \$30 per sq. arp. for all IR lands to be affected. Plan also forwarded.

January 18

Quebec Public Service Commission orders that CRM&P be allowed to construct telephone and transmission lines between Cedars Rapids and Verdun as said construction necessary for public benefit.

January 23

DIA tells Indian Agent that settlement should be arranged between CRM&P and Indian owners at "price considerably lower than the full value of land per acre."¹ Agent to advise DIA on rate per sq. arp. that should be used to compute a deposit to be made by CRM&P. DIA writes legal counsel of CRM&P to say that compensation of \$4,230 forwarded is inadequate and to enter IR to commence construction, they must deposit additional \$25,000. DIA sets out their requirements for the plan to be filed by CRM&P and instructs them to supply it as soon as possible.

February 20

Ten of locatees and one estate give Frank McDonald Jacobs power of attorney to act on their behalf in relation to transmission line negotiations. He is to receive 10% of compensation settlements in return.

February 27

Caughnawaga Chief Peter Williams inquires whether CRM&P has power to expropriate IR lands. DIA replies to Williams that CRM&P can be permitted to expropriate lands for r/w under Sec. 48 of Indian Act provided they sufficiently

¹ Three years later, DIA's 1933 instructions to Indian Agents explicitly stated that the value of a "long or permanent easement" should be "almost the full value of the land".

prove that the r/w is necessary. Notes that CRM&P did not request sale of required lands; only an easement will be granted, if proven necessary.

- March 6 Legal firm Casgrain and McDougall writes DIA to say that a number of Caughnawaga property owners have consulted them re CRM&P's proposed transmission line. These locatees believe that compensation offered is inadequate, particularly since CLH&P paid about \$187 per acre in connection with their power line. DIA replies that CLH&P purchased r/w whereas CRM&P will only get an easement.
- March 12 CRM&P (via solicitors) submits another application for "easement or servitude" across IR, asserting that \$4,230 is adequate compensation and that amounts demanded by locatees are unreasonable. Deposit of \$25,000 enclosed (but they state that they do not admit that lands are worth more than \$4,230) and request made for permission to enter IR to begin construction. A revised plan enclosed with application as well as a list of rates which CRM&P reportedly paid for non-IR lands (range anywhere from \$32 per acre to \$98.60 per acre).
- March 15 DIA instructs their surveyor W. R. White to value proposed r/w, arriving at fair compensation to be paid to individual Indian owners and for any common lands to be affected. White should endeavour to obtain acceptance of individual owners and band to compensation [note: no common lands affected].
- March 19-28 CRM&P concludes agreements in quadruplicate with individual owners for compensation estimates suggested by W. R. White. Indians all to be paid \$100 per acre for any lands affected by servitude, \$25 per acre for underbrush, \$25 for every tower, \$45 for each anchor tower, \$65 each for suspension towers, \$5 each for telephone poles, any valuable timber to be paid for according to estimate prepared by White. Twenty-seven individuals sign agreements; 5 proprietors do not sign. In one case, problem related to ownership dispute. All agreements are on a standard form which states that locatee accepts particular sum as payment for "the right to that Company, its representatives or assigns, in perpetuity, to construct, maintain and operate, on and over" their property towers, poles, etc. for transmission of power. Continuing right to cut brush without further compensation. Most of agreements have a statement attached defining how valuation arrived at, i.e. number of acres, towers, poles, etc.
- March 27 DIA advises CRM&P that they approve of settlements made. Total value of settlements is \$19,034.25, plus 5% for Band interest, is \$19,985.96. As CRM&P already deposited \$29,230, balance returned by DIA. Once plan on tracing linen and 2 blueprints forwarded, OC will be applied for. May enter IR for construction purposes.
- April 5 Final plan of r/w sent to DIA.
- April 30 Locatee William Leclair signs agreement (3 left unsigned, for properties of Louis Snow, Sak Atrenho and Lawrence Canadian).
- May 6 Chief Surveyor DIA tells DIA Secretary that OC required in order to "grant a right of occupation" to CRM&P.
- May 16 SGIA submits report to PC asking that OC be passed giving CRM&P right to construct, operate and maintain power line.
- May 21 to 28 DIA corresponds with Sak Atrenho (C.W. Cloud), stating that DIA has accepted compensation of \$717 on his behalf and he would receive said sum once he applied for it. Sak Atrenho replies that he wants at least \$1,150 because future development potential of his property "damaged completely". DIA also corresponds with locatee Louis Snow's legal counsel. Snow believes offer of \$1,030 inadequate because area of land involved was miscalculated and timber was undervalued.
- May 29 OC (PC #1141) passes. States that CRM&P has paid for privilege of having a right of occupation in full in accordance with valuation of DIA. CRM&P to "have the right to construct, operate and maintain the power line or lines on the right of way but is not to fence the line nor to prevent the use of the land for agricultural purposes." Granted pursuant to Sec. 48 of Indian Act.
- May 30 DIA tells Louis Snow that DIA can permit expropriation and that his agreement to the valuation not necessary.

- June 5 DIA tells Sak Atrenho that valuation of \$717 "very liberal" and he should apply for sum so it can be sent. Louis Snow warned by DIA not to interfere with construction.
- June 7 Mrs. Lawrence Canadian (Deerfoot estate) signs agreement.
- June 14 Sak Atrenho signs agreement.
- June 28 Louis Snow signs two agreements.

1935

- June Michel La Hache signs additional agreement in connection with small parcel within r/w about which there had been a question about ownership.

1948

- November 25 H-Q (successors to CRM&P) informs DIA that they want to run another transmission line across St. Lawrence River which will be located about 1700 ft. east of existing crossing built in 1930 and will require a servitude of 100 ft. in width [see sketch map at beginning of report on Line 2 for clarification of the location of this extension]. Plan forwarded.
- December 7 DIA tells H-Q to contact Indian Agent and proceed to obtain settlements with individual owners and with Band Council (for right to cross a roadway, no common lands involved). Required r/w will be made available through Sec. 48 of Indian Act.
DIA tells Agent that H-Q will require separate agreement from each owner and a BCR for right to cross Laprairie road and farm roads which r/w will cross.

1949

- January 14 H-Q tells DIA that they have powers of expropriation under Sec. 33 of Chapter 98A of RSQ, 1941.
- March 22 H-Q advises DIA that they have been able to reach agreements with all locatees except one.² Locatee who would not agree was Louis Dailleboust, owner of property in five different lots to be crossed by proposed r/w. H-Q claims Dailleboust would accept \$900 sum offered by H-Q but did not want money to be deposited with DIA (due to delay in release of funds).
- May 25 SG of Canada instructs H-Q to send plan of r/w on tracing linen.
- June 11 BCR passes allowing H-Q to pass overhead line over abandoned public road between IR Lots 244 and 245 Montreal-NY Highway to old Laprairie road.
- June 21 Indian Agent advises that Louis Dailleboust does not want to accept \$900 as sum inadequate; cheque returned.
- June 27 H-Q tells DIA they want to begin construction but Louis Dailleboust continues to refuse to accept offered compensation. They again forward a cheque for \$900 and agreement forms and request DIA "take whatever measures [DIA] consider[s] appropriate in the circumstances".
H-Q tells DIA that they have obtained "perpetual servitude agreements covering rights over a right-of-way 100 feet in width" from the other locatees (four individuals) for total sum of \$1,150 and make formal application for OC granting right to construct and operate line. Note: only one of these agreements was on the DIA file dealing with this transaction (agreement with Joseph Delaronde made March 3, 1949). Agreement text states that locatee agrees to accept compensation as full payment for a perpetual servitude.
- September 1 DIA notifies H-Q that they can enter IR to begin construction. Notes that final permission to be granted by OC and, if Louis Dailleboust not settled with, may be necessary that OC provides for compensation being fixed by arbitration.
- October 4 SG's office prepares technical description of r/w.
- December 23 H-Q reports that they are constructing line and will soon need to enter Louis Dailleboust's property. Report that "it is useless to attempt to fix a settlement

² There is no mention made at any time during the planning stage or conclusion of this transaction of a percentage of compensation paid for located lands going to the Band in consideration of their communal interest.

with Mr. Dailleboust and, for such purpose, we are agreeable to the indemnity being determined by arbitration". Ask that OC be passed.

1950

- February 8 DIA returns \$900 cheque which H-Q had forwarded as compensation for Dailleboust. DIA asks their Legal Advisor for direction on how to proceed with Dailleboust matter, noting that Sec. 48 of Indian Act provides that determination of compensation is to be governed by requirements applicable in ordinary cases and that Minister is to name arbitrator on behalf of Indians and act on their behalf in matter of a settlement. Ask for assistance in drafting submission to council to provide for arbitration. [No reply to this request present on file.]
- February 9 DIA asks H-Q to explain procedure to be followed for determination of compensation re Dailleboust case stating "We have no acquaintance with your procedure in ordinary cases outside of Indian Reserves."
- March 17 H-Q explains procedure they are accustomed to following in expropriation cases.
- March 20 DIA writes Louis Dailleboust stating that "We are recommending that authority be granted to the Commission for the right of way without fixing the amount of compensation to be paid to you for the line". H-Q has powers of expropriation and, under Sec. 48 of Indian Act, these can be applied to IR lands by an OC. Advises that they will recommend that OC be passed and that amount of compensation to be paid to Dailleboust be determined by proceedings under Quebec Hydro Electric Commission Act and Civil Code. "As such proceedings are usually protracted and require the production of expert evidence of value, as well as being expensive, it is recommended that you should now, before proceedings are instituted, attempt to reach a reasonable settlement with" H-Q.
- March 27 DIA memo to file notes that construction equipment is standing by on Dailleboust property and that H-Q believed they could enter property on authority of DIA Director's September 1, 1949 letter; however, should be by authority of OC under Sec. 48 of Indian Act. Notes that offer to Dailleboust appears, on lineal foot basis, to be lower than those made to other owners. H-Q has appointment with Dailleboust's lawyer, Stein, who asks \$3,500.
- March 31 OC (PC #1605) passes. Pursuant to Sec. 48 of Indian Act grant of r/w (consisting of right to place and maintain electric transmission line) made to H-Q. Compensation to be paid to Louis Dailleboust to be fixed by proceedings under Quebec Hydro Electric Commission Act, SQ, and Code of Civil Procedure.
- April 12 H-Q reports that agreement reached with Louis Dailleboust for \$1,350. Paid out in June 1950.
- April 25 DIA forwards H-Q a "form of agreement to permit the right of way".
- June 1 Memorandum of Agreement executed. Parties are Minister of Indian Affairs as representative of the King of first part and H-Q of second part. Refers to OC of March 31, 1950, and lists compensation paid to five owners affected. States "Minister hereby grants to the Commission permission to place, replace, maintain and operate a line of steel transmission towers and wires, cables and other apparatus for an electric transmission line".

1955-1956 About 1,350 acres of IR taken for seaway purposes by SLSA. A portion of the servitude obtained by CRM&P in 1930 and all of the extension obtained in 1950 (both are 120 kv power trans. lines) are within the lands taken. H-Q relocates both lines within the expropriated area to accommodate SLSA's construction of seaway canal.

1959

- April 15 H-Q obtains Licence No. 63-51 from SLSA to operate the two relocated 120 kv lines, with 20 towers supporting said lines (Licence made out in April 1962 but

to be in effect beginning April 15, 1959).³ Rental monies are paid to SLSA by H-Q⁴; about 31.3 acres or 40.37 sq. arp. covered by licence.

1964
In the context of discussions about the return of lands surplus to SLSA's needs, MCK asserts their contention that SLSA should not be able to turn lands over to Province of Quebec as SLSA empowered to expropriate for seaway purposes only.

1966
September OC transfers about 250 acres under SLS lot numbers 1, 2 and 3 to DIA. Portion of easternmost 120 kv transmission line runs adjacent to SLS 1-- property on which servitude is located, and which is under Licence No. 63-51, is *not* within the lands transferred.

1972
July C. L. Mercier instructed by SG to survey SLS lots 7 through 15. He is told to survey the power line r/w outlined in red on a plan transmitted with instructions. The r/w shown on said plan is for the two 120 kv lines within the area which SLSA had expropriated. Mercier's survey plans show the lands occupied by the 120 kv lines as being under a servitude to H-Q (Licence 63-51).

November DIA Ottawa told by Quebec Region, DIA, that survey work almost completed.

1973
May C. L. Mercier given supplementary instructions, this time to survey SLS lots 18 to 25. Again, Mercier's survey plans show the lands on which the 120 kv lines are situated as being under a servitude to H-Q (Licence 63-51).

1976
October OC 1976-2662 transfers more than 553 acres taken for seaway purposes back to DIA. Lands transferred back are SLS lots numbers 4 through 26. The OC stated that SLSA was reserving a servitude across SLS 4 for a power line. This is not related to Line 2. Excluded from the property transferred were the lands traversed by the 120 kv lines under licence to H-Q by SLSA.

1977
August MCK Legal Counsel inquires whether servitude mentioned in OC 1976-2662 was registered. DIA mistakenly believes that November 1972 report from Quebec Region, that survey work (presumably Mercier's) in connection with a Hydro Quebec right-of-way was completed, somehow relates to servitude mentioned in OC 1976-2662.⁵

November 28 DIA internal memo expresses opinion that when SLSA transferred back lands which were surplus to their needs, hydro rights-of-way would be included in the lands to be transferred. DIA would then negotiate with H-Q directly for servitudes.

December 16 DIA writes to SG stating that they are negotiating with SLSA for transfer of lands to DIA which are encumbered by a servitude to H-Q and when transfer made, DIA will make a r/w agreement with H-Q.

1978
January SG's office makes description of lands to be included in a servitude to H-Q. Said description states that lands total about 35 acres and are shown on particular CLSR Plans as being adjacent to SLS lots 8 to 13 and SLS lots 22 to 25 inclusive. The CLSR plans mentioned are those done by Surveyor C. L. Mercier. [It is important to note that the lands shown as being under a servitude to H-Q are the two 120 kv lines, *along with* a small portion of land traversed by a 315 kv line north of seaway canal. This line (generally known as Line 1) is dealt with in a separate report.]

February DIA writes SLSA inquiring if SLSA had granted a servitude to H-Q over the approximately 35 acres excluded from transfer to DIA in OCs of 1966 and 1976. DIA asks if SLSA was prepared to transfer the lands to DIA. SLSA

³ It is stated on the licence document that the "date of authorizing Order in Council" was "July 21, 1955." The only OC extant of this date concerning SLSA (O.C.P.C. 1955-1090) pertains to the Minister of Finance making loans to the SLSA.

⁴ As of April 15, 1996, H-Q has paid \$93,975. to SLSA under Licence No. 63-51.

⁵ SLS Lot 4 was not surveyed by Mercier. He surveyed SLS Lots 7-15, 18-25 incl.

replies that H-Q holds licence [Licence No. 63-51] from SLSA covering right to erect and maintain the transmission line and that H-Q has refused to sign any further agreement.

October 12 Lands transferred to DIA by OCs in 1966 and 1976, namely SLS lots 1 through 26, are returned to IR status by OC 1978-3105.⁶

1979

November 28 DIA writes to Quebec Region (DIA). Substance of letter clearly indicates DIA's confusion about the transmission lines within the lands expropriated by SLSA. Specifically, DIA under impression that 35 acres referred to earlier covers the same property as a 1972 permit between MCK and H-Q. [This May 1972 permit relates to the 315 kv lines (Line 1) which, again, is dealt with in a separate report. DIA's confusion apparently stems from fact that they lost plan submitted with said 1972 permit.]

1996

October

Sophie Yale, Notary, Civil Litigation and Real Property Law (Quebec) Section, DIA, writes legal opinion re status of Line 2. Opinion based largely on research conducted by her office's notary at the Laprairie registry office. Briefly, her opinion is that OC of May 29, 1930 (PC #1141) authorized CRM&P to expropriate a r/w on IR but that they did not follow the proper expropriation procedure. Yale contends that CRM&P *did* have powers of expropriation and explains procedure she believes they should have followed. States that OC PC #1141 could not in itself confer title to CRM&P. With regard to extension of Line 2 authorized by OC PC #1605 on March 31, 1950, Yale believes that H-Q also failed to follow correct expropriation procedure. She repeats earlier notion that OC, in itself, cannot confer title to corporation.

⁶ OC stated that SLSA was reserving a servitude across SLS 4 for a power line. Again, this is not related to Line 2. Lands covered by Licence 63-51 adjacent to the lots returned to IR status are still held by SLSA.