

SECOND SESSION
THIRTY-FIRST LEGISLATURE

ASSEMBLÉE NATIONALE DU QUÉBEC

Bill 89

**An Act respecting Continental Telephone Company Ltd.,
Téléphone Dorchester Inc. and
Le Téléphone Rural de Beauceville Limitée**

First reading

M. LOUIS O'NEILL
Ministre des communications

CHARLES-HENRI DUBÉ, ÉDITEUR OFFICIEL DU QUÉBEC

1977

Bill 89

An Act respecting Continental Telephone Company Ltd,
Téléphone Dorchester Inc. and
Le Téléphone Rural de Beauceville Limitée

HER MAJESTY, with the advice and consent of the Assemblée nationale du Québec, enacts as follows:

DIVISION I

DEFINITIONS

1. In this act, unless the context indicates a different meaning,

(a) “Télébec” means Télébec ltée, a company incorporated by letters patent issued on 1 June 1976 under Part I of the Companies Act, having its head office in the city of Sillery, district of Québec;

(b) “former owners” means Continental Telephone Company Ltd, Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée, companies incorporated by letters patent issued on 31 May 1966, 4 March 1948 and 23 October 1943, respectively, under Part I of the Companies Act;

(c) “Minister” means the Ministre des communications;

(d) “Régie” means the Régie des services publics.

DIVISION II

ACQUISITION OF MOVEABLE AND IMMOVEABLE PROPERTY

2. Télébec becomes, from the day following that of the coming into force of this act, the owner of the moveable and immoveable

EXPLANATORY NOTES

The object of this bill is to transfer to Télébec ltée the moveable and immoveable property of Téléphone Dorchester Inc., Le Téléphone Rural de Beauceville Limitée and Continental Telephone Company Ltd.

From such transfer, Télébec ltée must operate and administer the public telephone service maintained by such companies, in accordance with the rules and conditions determined by the Régie des services publics.

The indemnities to be paid by Télébec ltée to such companies, because of such transfer, will be determined by an arbitration committee in accordance with the structures provided for in this bill.

The employees of the companies whose property is transferred will become the employees of Télébec ltée.

property used or intended to be used for the maintenance of the services contemplated in authorizations numbers T-374, T-326 and T-116 granted by the Régie to the former owners.

The property referred to in the first paragraph is the immovables and structures erected thereon described in Schedules A and D and the other property described in Schedules B and E.

The territory of the former owners is the territory described in the operation authorizations granted by the Régie under numbers T-374, T-326 and T-116, the description of which is set out in Schedules C and F.

3. From such same date, Télébec must operate and administer, under permit number T-270 issued by the Régie, the public telephone service maintained by the former owners, in accordance with the rules and conditions fixed by the Régie, in particular with respect to the general tariff that Télébec may exact for the services supplied to its subscribers.

4. From such same date, Télébec must take possession of the property contemplated in section 2, with a right to the operating revenue, and take charge of the current operating expenses.

5. From such same date, the permits contemplated in section 2 expire and the former owners must cease all their activities relating to the operation of such permits, subject to section 6.

6. From 13 December 1977 and until the day following that of the coming into force of this act, the former owners shall perform acts of current administration only.

7. As a consideration for the transfer of the ownership of the moveable and immovable property provided for in section 2, Télébec must pay as an indemnity to each of the former owners the amounts determined by the arbitration committee established under section 10.

Such indemnities are in lieu of any right or recourse of the former owners resulting from the acquisition of their moveable and immovable property by Télébec.

8. In fixing the indemnity, the arbitration committee must assess the moveable and immovable property of the former owners and the property so assessed must be included by the Régie in the assets used to determine the tariffs of Télébec.

9. The payment of the indemnities is subject to the requirements of articles 1569*a* to 1569*d* of the Civil Code as if the transfer of the moveable and immovable property constituted a bulk sale in accordance with such provisions.

If Télébec pays the indemnities without having obtained the required affidavit, the transfer shall not be considered fraudulent within the meaning of article 1569c of the Civil Code. However, in such case, every director of Télébec is guilty of an offence and liable to a fine of ten thousand dollars and costs.

Proceedings under the second paragraph are instituted by the Procureur général or a person generally or specially authorized by him in writing to that effect, in accordance with the Summary Convictions Act (Revised Statutes, 1964, chapter 35). However, such proceedings shall not be admitted if all the creditors of the former owners are paid in full out of the proceeds of the indemnities.

DIVISION III

ARBITRATION COMMITTEE

§ 1. — *Composition and procedure*

10. The arbitration committee consists of three members appointed by the Government, including one member appointed upon the recommendation of the former owners, one member upon the recommendation of Télébec and one, who is the chairman, upon the recommendation of the Minister.

Where the former owners or Télébec fail to recommend their arbitrator within fifteen days following the coming into force of this act, the Government shall appoint him *ex officio*.

Each party shall pay the emoluments and expenses of the arbitrator representing such party and the former owners shall pay one-half of those of the chairman, Télébec paying the other half.

11. Upon application of the arbitration committee, the Government shall appoint a clerk and pay his emoluments.

12. Any vacancy among the arbitrators shall be filled in accordance with the procedure established for their appointment.

Where the former owners or Télébec, as the case may be, fail to recommend a new arbitrator within fifteen days of the beginning of the vacancy, the Government shall appoint him *ex officio*.

13. The arbitration committee is seized of the proceeding without other formalities on the day the chairman is appointed. The arbitration committee shall proceed with all possible dispatch

with the hearing of the matter, following the procedure and the mode of proof it deems appropriate.

14. The chairman shall have all the powers of a judge of the Superior Court for the conduct of the sittings of the arbitration committee; he shall not, however, have the power to impose imprisonment.

15. Upon application of the parties or of the arbitration committee, witnesses shall be summoned by written order, signed by the chairman or the clerk.

16. A person duly summoned to appear before the arbitration committee who refuses to appear or to testify may be compelled to do so and condemned in accordance with the Summary Convictions Act (Revised Statutes, 1964, chapter 35), as if he had been summoned in accordance with such act.

17. Witnesses shall be entitled to the same taxation as witnesses before the Superior Court. Such taxation shall be payable by the party who summoned or examined them.

18. The chairman or the clerk may communicate or otherwise serve any order, document or procedure emanating from the arbitration committee or the parties to the case.

19. At any time before its final award, the arbitration committee may render any provisional decision it deems fair and equitable.

It may decide, when rendering its final decision, any transitional dispute bearing on the billing.

§ 2.—*Final decision*

20. The final decision of the arbitration committee shall state the reasons on which it is based and be signed by the members who concur in it. Any dissenting member may make a separate report. Failing unanimity or a majority, the report of the chairman shall constitute the final decision of the arbitration committee.

21. The arbitration committee determines the indemnities payable to the former owners, taking into account, among others and not restrictively, the following criteria:

(a) the book-value of the moveable and immoveable property of the former owners as established by their auditors;

(b) the book-value of the moveable and immoveable property of the former owners as adjusted to take account of amortization techniques similar to those used by Télébec;

(c) the net value of the moveable and immoveable property of the former owners following a physical inventory;

(d) the effect of the acquisition of the moveable and immoveable property of the former owners on the profitability of Télébec, if such is the case.

22. The final decision of the arbitration committee must be rendered within three months of the appointment of the chairman unless, at the request of the latter, the Government, if it considers it to be in the interests of justice and of the parties, grants an additional delay, which may be again extended by it.

23. The chairman or the clerk of the arbitration committee shall forward the final decision to the Minister and at the same time send a copy of it to the secretary of the Régie and to each party.

24. The final decision of the arbitration committee, as well as the provisional decisions rendered under section 19, may be executed under the authority of the court having jurisdiction, upon proceedings instituted by the former owners or Télébec.

25. Any person may obtain that a provisional or final decision of the arbitration committee become executory in accordance with the rules of the Code of Civil Procedure, by having it homologated by the Superior Court of the district in which the head office of the former owner is situated.

The Superior Court shall homologate the decision of the arbitration committee on a summary motion, a notice of which must have been given in accordance with the rules of the Code of Civil Procedure, and upon filing a true copy of the decision in the office of the Court.

No contestation may be brought against such application for homologation.

After such homologation, the decision of the arbitration committee becomes executory as any other judgment of such court, fifteen days after the date of homologation.

During judicial vacation or if the Court is not sitting, a judge of the Superior Court has the same jurisdiction as the Court for the purposes of this section.

No appeal lies from the judgment on the homologation but the homologated decision may be appealed from in the manner and in the cases provided for in sections 44 and 45 of the Public Service Board Act (Revised Statutes, 1964, chapter 229).

DIVISION IV

MISCELLANEOUS

26. The acquisitions provided for in this act are not subject to the application of section 32 of the Public Service Board Act.

27. The employees of the former owners in office on 13 December 1977 become the employees of Télébec on the day following that of the coming into force of this act, if they are still in office on the latter date.

28. Télébec must request every registration division concerned to register a statement containing the text of section 2 and the description of the immoveables contemplated in Schedules A and D and situated in such registration division.

29. For the purposes of this act, Télébec shall be exempt from the payment of the duties otherwise payable under order in council number 803-49, dated 3 August 1949.

30. The Minister is entrusted with the application of this act.

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

SCHEDULE A

Immoveables contemplated in section 2:

1 — TÉLÉPHONE DORCHESTER INC.

A) Subdivisions numbers four and five of original lot twenty-nine (29-4 and 29-5), subdivision three of original lot thirty-one (31-3) of the official cadastre for Ware township, registration division of Dorchester, including its rights and pretensions in and on subdivision six of original lot twenty-nine (29-6) of the same cadastre, with buildings.

B) A parcel of land — or plot of land — at St-Magloire, detached from lot number fifty-one (51) of the official plan and book of reference of the cadastre for range Northeast, Mailloux road, Roux township, registration division of Bellechasse, with buildings erected thereon, circumstances and dependencies.

Such plot of land measures about ten feet (10') in width by ten feet (10') in depth and it is situated at an approximate distance of eighty feet (80') to the northwest of the road called "Rang du Lac", and at an approximate distance of one thousand one hun-

dred and fifty feet (1,150') to the northeast of the Chemin royal, called "Chemin Mailloux", and it is bounded on all sides by the remainder of the land of the Fabrique of the parish of St-Magloire.

With an active servitude of right of way at all times and by any means of locomotion on the land of the Fabrique of the parish of St-Magloire, for access from the public road, on the south-east, to the above-described emplacement, the right of Telephone Dorchester Inc., its employees and servants to attend to the said site, with the appropriate vehicles and machinery, and the right to place and maintain on, above and under the servient land from the public road to the sold site, any wire, conduit, instrument or accessory, including the underground cables that Téléphone Dorchester Inc. may wish to bury, on condition of repairing the damage which might be caused during the work of installation or maintenance.

The servitudes now granted shall be perpetual.

C) A parcel of land or a site in the village of St-Camille, measuring thirty-five feet (35') in width by one arpent in depth, designated as forming part of lot number nineteen (P. 19) on the official cadastre for range six (6), Bellechasse township, registration division of Bellechasse, bounded in front on the northwest by the Chemin royal, on the northeast by Louis Couture or representatives, on the southeast by Isidore Alexandre or representatives and on the southwest by Gérard Lavallée or representatives.

D) A site situated in the village of St-Camille, county of Bellechasse, taken and detached from lot number nineteen (P. 19) on the official plan and book of reference of the cadastre for range six (6), Bellechasse township, registration division of Bellechasse.

This site measures seventy-five feet (75') in width, from northeast to southwest, by one hundred and eighty-five feet (185') in depth, English measure, and it is bounded in front, on the northwest, by route 24, or rue Principale of the village, on the northeast by another part of lot 19, owned by Madame Laurette Audet-Tremblay or representatives and on the other two sides by the remainder of lot 19, owned by Georges Alexandre or representatives, the southwest line of the site now sold being at a distance of about seventy-five feet (75') to the northeast of the site of Monsieur Jacques Pouliot or representatives.

E) A site forming part of lot number thirty B (Pt. 30-B) of the official cadastre made for range six (6) of the township of Metgermette-Nord, county of Dorchester, registration division of Dorchester, measuring one hundred feet (100') in width fronting on the range six (6) road, by fifty feet (50') in depth in the other direction, from northeast to southwest, taking the said site at six hundred and eighty-six feet (English) (686') from the street called

Allen, opening on the range six (6) road; bounded on the northeast by the range six (6) road; on the other sides, the land of Monsieur Édouard Cloutier or representatives, part of the same lot.

F) *a* — A piece of land forming part of lot number thirty B (Pt. 30-B) of the official cadastre made for range six (VI) of the township of Metgermette-Nord, county of Dorchester, registration division of Dorchester, being fifty feet (50') in width along the range six (VI) road, by fifty feet (50') in depth, and bounded as follows: on the northeast, by the range six (VI) road; on the northwest, by the land of Téléphone Dorchester Inc., (acquired pursuant to registration No. 109237); on the southeast by the land of Joseph Cloutier or representatives, and on the southwest, on the land described hereunder in paragraph "*b*".

b — Another piece of land forming part of the same lot on the said cadastre, being one hundred and fifty feet (150') in width from northwest to southeast, by fifty feet (50') in depth from northeast to southwest, and bounded as follows: on the northeast, partly by the land already owned by Téléphone Dorchester Inc. and partly by that hereinabove described in paragraph "*a*"; on the southeast, southwest and northwest, by the land of Joseph Cloutier or representatives.

G) A site situated in the village of Ste-Rose-de-Watford, county of Dorchester, taken and detached from lot number fifty-eight B (P. 58-B) on the official plan and book of reference of the cadastre for range three (III), township of Watford, registration division of Dorchester.

This site is irregular in shape and measures fifty feet (50') in width on its southeast line starting from the street of the playground, on the northeast, and running southwesterly to the dividing line between the property of Joseph Bilodeau or representatives and that of Édouard Goudreau or representatives; thence, eighty feet (80') in depth northwesterly, near the dividing line between the property of Joseph Bilodeau or representatives and that of Édouard Goudreau or representatives, the northeast, north and northwest lines being described by the curve of the right of way of the street of the playground, the whole as shown by the red hatching on the sketch annexed to the sale by Joseph Bilodeau to Téléphone Dorchester Inc. registered in the registration division of Dorchester, on 22 December 1970, under number 141309.

The land now sold is bounded on the southeast by another part of lot fifty-eight B (P. 58-B) owned by Joseph Bilodeau or representatives, on the southwest by another part of lot fifty-eight B (P. 58-B) owned by Édouard Goudreau or representatives and on the northeast, north and northwest by the present right of way of the street of the playground.

H) A site forming part of lot number two hundred and seventy-seven (P. 277) of the cadastre for the township of Cranbourne, registration division of Dorchester, measuring forty feet (40') in width by thirty feet (30') in depth, bounded on the southwest by Réal Cloutier or representatives, on the northwest partly by Vve Arthur Rochette or representatives, and partly by J. Marius Lord or representatives, on the southeast by Napoléon Ruel or representatives and on the northeast by the remainder of the land owned by J. Marius Lord or representatives; the whole as presently existing, with servitudes, active or passive, apparent or hidden.

With and including a right of way, on foot and by vehicle, for access from the public road, along the line of the site of Dame Vve Arthur Rochette or representatives.

I) 1. A plot of land taken and detached from lot number three hundred and seventeen (P. 317) of the cadastre for the township of Cranbourne, registration division of Dorchester, measuring four hundred feet (400') from northwest to southeast, by three hundred feet (300'), from southwest to northeast, bounded on the southwest by lots 78 and 79 and on the other sides by the remainder of the lot from which it is detached (Rosaire and Raoul Cadoret or representatives); with the reserve of timber cutting rights in favour of Rosaire and Raoul Cadoret or representatives. With the buildings erected thereon, circumstances and dependencies.

2. With the rights of servitude acquired by Monsieur Rosaire Vachon, the founder of Téléphone Dorchester Inc., from Dame Carmen Nadeau, according to the deed dated 9 October 1957, registered under number 108290, and from Rosaire and Raoul Cadoret, on 6 October 1957, according to the deed registered under number 108261.

The said immovable subject to a lease with the Gouvernement du Québec (Ministère des Terres et Forêts), according to the deed passed before Guy Labonté, notary, on 30 October 1974 and registered in the registration division of Dorchester, on 7 November 1974, under number 156396.

J) A site taken and detached from lot number nine hundred and twenty-one (P. 921) of the cadastre for the parish of St-Léon de Standon, registration division of Dorchester, measuring forty feet (40') in width, from northwest to southeast, by sixty feet (60') in depth, from southwest to northeast, to be taken at about eight feet (8') from the asphalt of the public road, as staked out, bounded on all sides by the fabrique of the parish of Saint-Luc.

K) A site forming part of lot number forty-one (P. 41), of the official cadastre for range eight (Rge VIII), of the township of Metgermette-Nord, registration division of Dorchester, measuring fifty feet (50') in width from northwest to southeast, along a street bordering on the said site, by twenty-five feet (25') in depth, from

southwest to northeast, to be taken at two hundred feet (200') from the public road, between ranges eight and nine (Rges VIII and IX), of the said township; English measure.

Boundaries: On the southwest, a street dividing the said site from the land of the Fabrique; on the southeast, the land of Madame Vve F.-X. Demers or representatives; on the other sides, the land of Monsieur Ferdinand Maheux or representatives.

Saving and excluding:

That part of the site hereinabove described sold to Monsieur Louis-Paul Bellegarde, according to the deed of sale passed before Louis Ferland, notary, on 5 September 1972, a copy whereof was registered in the registration division of Dorchester, on 11 September 1972, under number 146984.

According to the said deed registered in the registration division of Dorchester on 11 September 1972, under number 146984, that part of lot forty-one (P. 41), of the official cadastre for range eight (VIII) of the township of Metgermette-Nord, registration division of Dorchester, sold to Monsieur Louis-Paul Bellegarde, is square in shape, being twenty-five feet (25') in width by twenty-five feet (25') in depth, and is bounded on the southwest by a public street, on the southeast by the land of Téléphone Dorchester Inc., and on the northwest and northeast by the land of Monsieur Louis-Paul Bellegarde or representatives.

L) «Un terrain situé au village de Ste-Justine, comté de Dorchester, pris et détaché du lot vingt-deux-A (P. 22-A) des plan et livre de renvoi officiels du cadastre pour le rang huit (VIII), canton Langevin, sans bâtisse. Ce terrain est de forme irrégulière, et mesure cent pieds (100') de largeur, direction nord-est sud-ouest, mesurée auprès de l'ancienne emprise de la route 24, par une profondeur moyenne, irrégulière, d'environ cent trente pieds (130') étant toute la profondeur qui se trouve depuis l'ancienne emprise de la route 24 ou rue Principale du village au nord-ouest, et couvrant vers le sud-est, jusqu'à la nouvelle emprise de la route 24, le tout tel qu'il appert d'un croquis annexé aux présentes.

Ce terrain est borné au nord-ouest par la rue Principale, comme susdit, au nord-est par une partie du lot vingt et un (21) appartenant à Jean-Paul Tanguay, au sud-est par la nouvelle route 24 et au sud-ouest par une autre partie du lot vingt-deux-A (P. 22-A) appartenant au vendeur.» As textually described in a deed of sale by Arthur Carrier to Téléphone Dorchester Inc., registered in the registry office of Ste-Hénédine under number 138317.

2 — LE TÉLÉPHONE RURAL DE BEAUCEVILLE LIMITÉE

Subdivision two of original lot one thousand five hundred and thirty-five (1535-2) of the revised cadastre for the parish of St-François, registration division of Beauce.

With and subject to the servitudes active and passive which can be proved by titles, particularly those resulting from deeds registered in the registration division of Beauce, under numbers 146301, 146302 and 246698.

SCHEDULE B

Other property contemplated in section 2:

A) The whole body of moveable property and the telephone systems of Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée, comprising approximately nine thousand three hundred and seventy (9,370) telephones in the telephone districts of such companies everywhere they operate and own property, particularly:

(1) The equipment of the telephone exchanges with all their apparatus, including switchboards, office furniture and all the equipment making up the telephone systems, namely, all the telephone lines.

(2) All the equipment making up at present the telephone systems of Téléphone Dorchester Inc. and of Le Téléphone Rural de Beauceville Limitée, comprising the telephone lines, post lines, wires, aerial and underground cables, the anchors, stays, bolts, post braces coupled with post lines, conduits, towers, appliances, boxes and other telephone instruments, batteries, inside and outside wires, protectors, inside and outside counter accessories, rolling stock and generally all the equipment in use by the telephone systems of Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée owned by them and installed either on their own posts, or on those of any other electric or power and telephone company, or elsewhere in their respective territories and being erected on and above and under, along or across lines, roads, highways, bridges, navigable waters or other waters, and on private or public property, including all the equipment in use for telephone systems extending from such roads, highways, lines, bridges, navigable waters or other waters and private or public property to and inside the respective premises of all the customers of Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée.

B) All the interests, rights and privileges of Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée under contracts, comprising:

(1) The traffic contract or contracts between Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée and any other telephone companies, corporations or cooperatives for purposes of transmission and communication between the respective telephone systems.

(2) All the contracts and agreements between Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée and any other companies, corporations or bodies of any electricity or power division relating to the rights of Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée and all the telephone wires, cables and accessories on the posts of such companies, corporations and cooperatives, bodies situated in the territories served by Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée.

(3) All the contracts of servitude or right of way held by Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée for the purposes of operating telephone systems granted by any public body, municipality, government, company, corporation or by any person in the territories known as being those of Téléphone Dorchester Inc. and of Le Téléphone Rural de Beauceville Limitée.

C) All the interests of Téléphone Dorchester Inc. and of Le Téléphone Rural de Beauceville Limitée in any right of way and servitude and respecting which Québec-Téléphone shall be in the rights and obligations of Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée, whether such servitude be active or passive, apparent or hidden.

D) All the interests of Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée in the franchises, permits, exchanges, rights and privileges used for the operation of their telephone systems.

E) All the leases of immoveables and the rentals of equipment which Téléphone Dorchester Inc. and Le Téléphone Rural de Beauceville Limitée assume on the date of transfer of the assets.

F) All the documents relating to the construction, operation or administration of a public telephone undertaking on the premises contemplated in section 2, subject to remission of a copy thereof to Téléphone Dorchester Inc. and to Le Téléphone Rural de Beauceville Limitée.

SCHEDULE C

1 — The territory of Téléphone Dorchester Inc., as described in permit T-374 of the Régie des services publics comprises the following municipalities:

In the electoral district of Beauce-Nord, the parish municipality of St-Odilon de Cranbourne;

In the electoral district of Beauce-Sud, the village of St-Ludger, the township municipality of Gayhurst (part), the municipality of the united townships of Risborough and part of Marlow and the municipalities of Sainte-Aurélie and Saint-Zacharie;

In the electoral district of Bellechasse, the parish municipalities of Saint-Camille-de-Lellis, Saint-Cyprien, Sainte-Germaine-du-Lac-Étchemin, Sainte-Justine (part), Saint-Luc and Sainte-Sabine and the municipalities of Saint-Louis-de-Gonzague, Saint-Magloire-de-Bellechasse and Sainte-Rose-de-Watford and the town of Lac Étchemin;

In the electoral district of Montmagny-L'Islet, the parish municipality of Saint-Fabien-de-Panet and the municipality of Sainte-Lucie-de-Beauregard.

2 — The territory of Le Téléphone Rural de Beauceville Limitée as described in permit T-326 of the Régie des services publics comprises the following municipalities:

In the electoral district of Beauce-Nord, the towns of Beauceville and Beauceville-Est, the parish municipality of Notre-Dame-de-la-Providence and the municipalities of Saint-Alfred, Saint-François-de-Beauce and Saint-Simon-les-Mines.

SCHEDULE D

Immoveables contemplated in section 2:

1. "The lots nine and forty-five (9 and 45) according to the official plan and in the book of reference in and for the said village of Campbell's Bay, with all and every there members, rights and appurtenances there unto belonging, as such do subsist, known to the purchaser, whereof it is content and fully satisfied."

As textually described in a deed of sale by Lawson Smith to Continental Telephone Company Limited, by a deed registered in the registry office of Pontiac under number 79936.

2. "All the vendors rights in and to the lease it actually has of its local central office at the said Campbell's Bay village in building belonging to one Lloyd Hensley on lot two hundred and eight of the said village;"

As textually described in a deed of sale by The Campbell's Bay Rural Telephone Company Limited to Continental Telephone Company Limited registered in the registry office of Pontiac under number 80007.

3. "Servitude on lot two hundred and thirty-eight of the village of Campbell's Bay to the vendor consented by Ass. M. Smith registered December 15th 1961, No. 71603;"

As textually described in a deed of sale by The Campbell's Bay Rural Telephone Company Limited to Continental Telephone Company Limited registered in the registry office of Pontiac under number 80007.

4. "Lot two hundred and forty-two of the village of Campbell's Bay being a servitude to overpass the Canadian Pacific Railway Company right-of-way in the said village of Campbell's Bay under and by in virtue of what ever instrument may exist between the vendor and said Canadian Pacific Railway Company, registered or not";

As textually described in a deed of sale by The Campbell's Bay Rural Telephone Company Limited to Continental Telephone Company Limited registered in the registry office of Pontiac under number 80007.

5. "Servitude on lot 19 R.I. of the township of Grand Calumet Island consented by François Rouleau in favour of the vendor registered December 15th 1961, No. 71604;"

As textually described in a deed of sale by The Campbell's Bay Rural Telephone Company Limited to Continental Telephone Company Limited registered in the registry office of Pontiac under number 80007.

6. "Part of lot thirty-two in the second range of the township of Leslie 55 feet wide by 105 feet deep belonging to the vendor by its purchase from Alphonse Vadneau as described in sale registered December 4th 1964, No. 76478;"

As textually described in a deed of sale by The Campbell's Bay Rural Telephone Company Limited to Continental Telephone Company Limited registered in the registry office of Pontiac under number 80007.

That immoveable having been more amply described in the deed registered under number 76478 as follows:

"All and singular that certain parcel or tract of land forming part of that lot known and designated as being lot number thirty-two in the second range (Pt. of lot No. 32, Rge 2) according to the official plan and book of reference in and/or the township of Leslie in the district of Pontiac, which parcel or tract of land hereby sold measures 55 feet in width from east to west by 105 feet in depth from north to south and which parcel or tract of land hereby sold may be more particularly described as follows:

Commencing at a point in the southerly limit of a street running from east to west across the said lot which point is at a distance of 320 feet measured southerly from the Campbell's Bay — Otter Lake Road and which point is also at a distance of 312 feet measured westerly from the division line between lots 31A to 32 of the 2nd range of the township of Leslie;

Thence in a southerly direction a distance of 105 feet;

Thence in a westerly direction a distance of 55 feet;

Thence in a northerly direction a distance of 1,065 feet to the southerly limit of the said street;

Thence in an easterly direction and along the southerly limit of the said street a distance of 55 feet to the point of commencement, the land herein sold being bounded on the north side by a street and on all other sides by the property belonging to the vendor."

7. "Part of lot ten-A in the first range of the township of Litchfield having 40 feet on all sides property of the vendor by its deed of purchase thereof from John Crawford registered December 31st 1965, No. 78130;"

As textually described in a deed of sale by The Campbell's Bay Rural Telephone Company Limited to Continental Telephone Company Limited registered in the registry office of Pontiac under number 80007.

Such immoveable having been more amply described in the deed registered under number 78130 as follows:

"All and singular that certain parcel or tract of land forming part of the lot known and described as being lot number ten A in the first range (Pt. lot No. 10A, Rge 1) according to the official plan

and book of reference in and for the township of Litchfield in the district of Pontiac and Province of Québec, which parcel or tract of land measuring 40 feet in width by 40 feet in depth is situated on the westerly side of and adjacent to Provincial Highway No. 8 crossing the said lot; which parcel or tract of land may be more particularly described as follows:

Commencing at a point in the westerly limit of Provincial Highway No. 8, which point is situated of 1,700 feet measured southerly from the point of intersection of the westerly limit of Provincial Highway No. 8 with the southeasterly limit of old Provincial Highway No. 8;

Thence in a westerly direction and perpendicularly to the westerly limit of Provincial Highway No. 8 a distance of 40 feet;

Thence in a southerly direction and parallel with the westerly limit of Provincial Highway No. 8 at a distance of 40 feet;

Thence in an easterly direction and perpendicularly with the westerly limit of Provincial Highway No. 8 a distance of 40 feet to Provincial Highway No. 8;

Thence in a northerly direction and along the westerly limit of Provincial Highway No. 8 a distance of 40 feet to the point of commencement, together with all the members and appurtenances thereto belonging and buildings thereon erected."

8. A parcel of land located in the village of St-André-Avellin designated on the official cadastre for the parish St-André-Avellin, under part of subdivision twelve of original lot number three hundred and fifty-three (353-Pt. 12), measuring, more or less, English measure, fifty feet (50') in width on the street starting from the property of Joseph Crispin or representatives, lot 353-13, southward and for a depth of one hundred and fifty feet (150') starting from the street easterly, and bounded in front, on the west by rue Principale of the village of St-André-Avellin, on the north by the property of Joseph Crispin or representatives (353-13), on the east and on the south by the remainder of lot 353-12, property of Philippe Charron or representatives.

With buildings erected thereon and used as a telephone exchange.

Servitude:

With the servitude of right of way, in common and perpetual, acquired by the present vendor as set out in previous titles, by deeds registered under numbers 57,507, 79,906 and 85,925 and reading as follows: «Avec droit de passage en commun avec le vendeur sur un chemin mitoyen au sud de l'emplacement présentement vendu et faisant partie du même lot 353-12, à partir de la grande rue jusqu'au bout dudit emplacement».

As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau under number 116191.

9. Servitude granted by Jean Lavergne to the Continental Telephone Company Ltd by a deed made and passed before A. Dufresne, notary, 22 February 1974, respecting a part of lot 11-A range 2 (servient tenement) in favour of lot 353-12. Deed registered 5 March 1974 under number 129592.

10. Servitude granted by Gérard Hotte to the Continental Telephone Company Ltd by a deed made and passed before A. Dufresne, notary, 22 February 1974, respecting a part of lot 10 of range 3 (servient tenement) in favour of lot 353-12. Deed registered 5 March 1974 under number 129593.

11. A servitude granted by Maurice Turpin *et uxor* to the Continental Telephone Company Ltd by a deed made and passed before A. Dufresne, notary, 30 April 1974, respecting a part of lot 7-A of range 3 (servient tenement) in favour of lot 353-12. Deed registered 13 May 1974 under number 130424.

12. A debt in the amount of fifteen thousand dollars (\$15,000) owed by Paul Rainville, trustee in the bankruptcy of Monsieur Louis Benoit to La Compagnie de Téléphone de La Petite Nation under the terms of the following deeds:

i — Sale by La Compagnie de Téléphone de La Petite Nation to Louis Benoit and J. Robert Gordon, passed before the undersigned notary, 29 February 1968, registered in the registration division of Papineau under number 109108;

ii — Sale by J. Robert Gordon to Louis Benoit, passed before the undersigned notary, 17 October 1968, registered in the registration division of Papineau under number 114157;

iii — Notice of 60 days by personal service, dated 22 January 1969, registered in the registration division of Papineau, 24 January 1969, under number 111666 and served by bailiff to Monsieur Louis Benoit, 25 January 1969.

Which debt the buyer declares to acknowledge to his satisfaction; such debt is secured by hypothec affecting a parcel of land designated on the official cadastre for the parish St-André-Avellin forming part of subdivision 3 of subdivision 15 of original lot number 353 (353-15-3), the whole as more fully described under the terms of the said deeds. As textually described in the deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd, registered in the registry office of Papineau under number 116191.

13. A parcel of land situated in the Côte St-Pierre range, designated on the official cadastre for the parish St-André-Avellin under

part of lot of land number four hundred and thirty-three (433), measuring, more or less, English measure, five hundred and ninety-two feet (592'), in the west line, five hundred and ten feet (510') in the northeast line, and two hundred and sixty-nine feet (269') in the southeast line, and bounded on the northeast by the present public road, on the west by the former public road, called Montée des Pins secs, on the south by the new layout of the new road. Such sale comprising all that part of the property dependent upon the said lot 433 that is to be abandoned as a public road and is to become the property of the said Adolphe Laurie-Morin. Without buildings. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau under number 116191.

14. A parcel of land located in the Côte St-Pierre range, designated on the official cadastre for the parish St-André-Avellin, under part of lot of land number four hundred and thirty-four (Pt. 434), measuring, more or less, one hundred and fifty feet (150') in width by one hundred and five feet (105') in depth and bordering in front, to the north, on the public road and on the other sides by the remainder of the said lot. This land is situated five hundred and twenty feet (520') west of the dividing line between lots 433 and 434 of the said cadastre. Without buildings. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau under number 116191.

15. Another parcel of land situated in Côte St-Pierre range, designated on the official cadastre for the parish St-André-Avellin under part of lot of land number five hundred and twenty-six (Pt. 526), measuring, more or less, English measure, twelve feet (12') in width by twelve feet (12') in depth, and bounded in front, on the west by the public road, on the south by the property of Monsieur Henri Hotte and on the other sides by the remainder of the said lot. Without buildings. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau under number 116191.

16. A parcel of land situated at Notre-Dame de la Paix, designated on the official cadastre for the parish St-André-Avellin, under part of subdivision eighty of original lot number six hundred and forty-six (646-Pt. 80) measuring, more or less, English measure, fifty feet (50') in width in the north and south lines by sixty feet (60') in depth, and bounded in front, on the north by the public road, on the west by part of the said lot, property of Maurice Tremblay, and on the other sides by the remainder of the said lot, property

of Vincent Lauzon. With buildings thereon erected. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau under number 116191.

17. A parcel of land, situated at St-Émile de Suffolk, designated on the official cadastre for the fifth range of the township of Suffolk, under part of lot of land number thirty-two A (Pt. 32-A, Rge 5), measuring, more or less, forty feet (40') in width by sixty feet (60') in depth and bounded on the south by the property of Camille Cori, on the west by the property of Ubald Lirette or representatives and on the other sides by the remainder of the said lot. With buildings thereon erected.

Servitude:

With right of way in common and perpetual, on foot and by vehicle, to the benefit of the land sold for access to the land sold from the public road, on a strip of land of ten feet (10') in width forming part of the said lot and situated at the place designated by Monsieur Moïse Chartrand. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau under number 116191.

18. A parcel of land designated on the official cadastre for the fifth range of the township of Suffolk, under part of lot of land number thirty-two A (Pt. 32-A, Rge 5), measuring, more or less, forty feet (40') in width by forty-five feet (45') in depth and bounded on the north by the public road, on the west by part of the said lot, property of Mr. Benjamin Molloy and on the other sides by the remainder of the said lot. As textually described in a lease granted by Hyelle Bélisle registered in the registry office of Papineau, 25 April 1972, under number 121857.

19. A parcel of situated at St-Émile de Suffolk, designated on the official cadastre for the fifth range of the township of Suffolk, under part of lot of land number thirty-two A (Pt. 32-A, Rge 5), measuring, more or less, seventy-five feet (75') in width by one hundred feet (100') in depth and bounded in front, on the east by route 57 and on the other sides by the remainder of the said lot. This land is situated about one thousand three hundred and eighty-five feet (1,385') south of the dividing line between the land in range 6 and that in range 5. Without buildings. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau under number 116191.

20. A parcel of land designated on the official cadastre for the fifth range of the township of Suffolk, under part of lots of land numbers thirty-three A and thirty-two D (Pt. 33-A, 32-D, Rge 5),

measuring, more or less, sixty feet (60') in width in the south by the public road, on the west by the property of the vendor and on the other sides by the remainder of the said lots, property of the Fabrique of St-Émile de Suffolk. As textually described in a deed of sale by Joseph Roy and his wife Dora Desormeaux to the Continental Telephone Company Ltd by a deed registered 5 March 1974 under number 129597 in the registry office of Papineau.

21. A parcel of land situated at Chénéville, designated on the official cadastre for the first range of the township of Hartwell, under part of subdivision twenty-one of original lot number eleven A (11-A, Pt. 21, Rge 1), measuring, more or less, English measure, forty feet (40') in width in the south line, forty-one feet (41') in width in the north line by seventy-five feet (75') in depth and bounded in front, on the south by the street, on the east by the property of the Coopérative de Frais Funéraires du nord or representatives, and on the other sides by the remainder of the said lot, property of Monsieur Henri Maillé or representatives.

With the buildings thereon erected used as a telephone exchange.

Servitude:

With right of way in common and perpetual, on foot and by vehicle, to the benefit of the land sold, for access in the west line of the land sold, on a strip of land ten feet (10') in width, forming part of the said lot, and the said strip of land bounded in front, on the south by the street, on the east by the land above described and on the other sides by the remainder of the said lot. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau, 28 July 1970, under number 116191.

22. A parcel of land situated at Chénéville designated on the official cadastre for the first range of the township of Hartwell, under part of lot of land number thirty-seven (Pt. 37, Rge 1) measuring, more or less, twenty feet (20') in width by twenty-five feet (25') in depth and bounded in front, on the west by the public road, and on the other sides by the remainder of the said lot. This land is situated about six hundred and seventy-five feet (675') south of lot thirty-eight (38) of the said range and township, property of Raoul Levert or representatives. Without buildings. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau, 28 July 1970, under number 116191.

23. A debt in the amount of two thousand one hundred forty-three dollars and fifty-nine cents (\$2,143.59) owed to the Compa-

gnie de Téléphone de La Petite Nation by Monsieur Émilien Maillé under the terms of a deed of loan granted by the Compagnie de Téléphone de La Petite Nation to the said Émilien Maillé, which deed was passed before the undersigned notary, 28 May 1968, registered in the registration division of Papineau under number 109713, which debt the present buyer declares to acknowledge to his satisfaction.

The said debt is secured by hypothec on part of lot thirteen B, range two, of the township of Hartwell (Pt. 13-B, Rge 2), the whole as more fully described in the said deed of loan. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau, 28 July 1970, under number 116191.

24. A parcel of land situated at Montpellier, designated on the official cadastre for the sixth range of the township of Hartwell, under part of lot of land number one (Pt. 1, Rge 6), measuring, more or less, twenty-five feet (25') in the east and west lines by thirty-five feet (35') in depth and bounded on the north by the property of Edmond Faubert or representatives and on the other sides by the remainder of the lot. Such land is situated ninety-five feet (95') west of the public road. With buildings thereon erected.

Servitude:

With right of way, in common and perpetual, on foot and by vehicle, to the benefit of the land sold, for access to the land sold from the public road, on a strip of land measuring about twenty feet (20') in width and forming part of the said lot, namely the existing road. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd registered in the registry office of Papineau, 28 July 1970, under number 116191.

25. A parcel of land situated at St-Émile de Suffolk, designated on the official cadastre for the fifth range of the township of Ponsonby, under part of lot of land number one B (Pt. 1-B, Rge 5), measuring more or less, twenty feet (20') in width from east to west by twenty-five feet in depth. This land is bounded on all sides by the property of Mr. Michel Molloy or representatives. This land is situated one hundred and fifty feet (150') west of the property of Monsieur Josaphat Gauthier or representatives and sixty feet (60') north of the public road. Without buildings.

Servitude:

With right of way and servitude, in common and perpetual, on foot and by vehicle, to the benefit of the land above described, for access to the land above described from the public road, on a strip of land forming part of the said lot and measuring about

fifteen feet (15') in width and situated at the place chosen by agreement between the vendor and the buyer. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd, registered in the registry office of Papineau on 28 July 1970 under number 116191.

26. A parcel of land situated at Duhamel, designated on the official cadastre for the second range of the township of Preston, under part of lot of land number fourteen (Pt. 14, Rge 2), measuring more or less, English measure, fifty feet (50') in width by fifty feet (50') in depth and bounded in front on the east by the public road, and on the other sides by the remainder of the said lot. The south line of the described land is the continuation in a straight line of a parallel described ninety feet (90') north of the foundation of the house of Monsieur Adélarde Fournier, built on the said lot.

With buildings thereon erected used as a telephone exchange. As textually described in a deed of sale by the Compagnie de Téléphone de La Petite Nation to the Continental Telephone Company Ltd, registered in the registry office of Papineau, 28 July 1970, under number 116191.

27. A parcel of land situated in the village of Roxton Falls, county of Shefford, on Notre-Dame street, known and designated as lot number five hundred and thirty-seven (No. 537) of the official cadastre for the village of Roxton Falls, with buildings. With the servitudes, active and passive, apparent and hidden, attached thereto. As the said immoveable stands at present, without exception or reservation on the part of the vendor. As textually described in a deed of sale by the Compagnie de Téléphone de Roxton Inc. to the Continental Telephone Company Ltd, registered in the registry office of Shefford, 12 August 1970, under number 195840.

28. A parcel of land forming part of lot number two hundred and fifty-one (251) of the official cadastre for the parish of Château-Richer, registration division of Montmorency, irregular in shape, measuring forty feet (40') in width, English measure, in its north line, to the private street, over the whole depth comprised to the south line described six feet (6') south of the wall of the cement block house, parallel to such wall; bounded on the north by the road on the hill, on the west by the property of Dame Xavier Drouin or representatives, on the south and the east by the remainder of the said lot 251 owned by Monsieur J.-E. Rancourt or representatives, on the east by the private street twelve feet (12') in width the site of which belongs to Monsieur J.-E. Rancourt or representatives.

With buildings thereon erected, circumstances and dependencies.

With right of way in common with the other interested parties, in the said private street twelve feet (12') in width along the land described below, then the house of J.-E. Rancourt or representatives, on the east side, for access to the chemin Royal, on condition of participating in the upkeep and snow removal of such private street, in common with those who use it, without encumbering it.

Also with the right to bury in the said private street electric and telephone conduits or waterworks and sewer pipes and to connect such pipes with those of the main building of J.-E. Rancourt or representatives near the chemin Royal. With the right to place wires over the said private street or more to the west over the garage of J.-E. Rancourt or representatives, the whole without paying for such uses of space, but placing them at its own expense and so as to cause the least possible inconvenience to J.-E. Rancourt or his representatives.

29. A certain parcel of land situated in the municipality of Venise-en-Québec, county of Missisquoi, and designated on the official plan and book of reference for the parish of Saint-Georges de Clarenceville, under subdivision seven of original lot one hundred and fifty-two (152-7); without buildings. As textually described in a deed of sale by René Charbonneau to the Continental Telephone Company Ltd by a deed registered 29 December 1966 under number 119010 in the registry office of Missisquoi.

Excluding:

A part of the land, irregular in shape, situated in the municipality of Venise-en-Québec, county of Missisquoi, being a part of lot seven of the subdivision of original lot number one hundred and fifty-two (152-7), of the official cadastre for the parish St-Georges de Clarenceville, registration division of Missisquoi, indicated by the letters "A-B-C-D-A", on the plan prepared by Guy Migué, land surveyor, on 28 October 1970; measuring one hundred feet (100') in the east "A-B" and west "C-D" lines, twenty-seven feet and seven tenths (26.7') in the north "D-A" line, twenty-seven feet (27') in the south "B-C" line; containing, in area, two thousand six hundred and eighty-three square feet (2,683 sq. ft) English measure, or seventy-two thousandths square arpent (0.072 sq. arp.) or sixty-one thousandths acre (0.061 acre), and bounded as follows: on the north, by lot 152-8, on the east, by the part of lot 152-7 remaining the property of the Continental Telephone Company Ltd, on the south by lot 152-12, on the west by lot 497 (street). The east "A-B" line of that part of the land is situated 40' east of the centre line of the projected road. As textually described in an expropriation notice from the Ministère de la Voirie du Québec registered 9 July 1971, and in a discharge given by the Continental Telephone Company Ltd registered 16 March 1972 under number 38467 in the registry office of Missisquoi.

30. «Un morceau de terrain mesurant 50 pieds de largeur, en front et en arrière, sur une profondeur de 91 pieds, à prendre et à distraire du côté nord-ouest du lot de terre no 9 de la subdivision du lot de terre no 49 (Ptie 49-9) aux plan et livre de renvoi officiels du cadastre du canton Gayhurst, village de St-Ludger et borné comme suit: vers le nord-est, à la ligne de division entre les lots 49-9 et 49-11, vers le nord-ouest, à la ligne de division entre les lots 49-9 et 49-13, vers le sud-ouest, à la ligne de division entre les lots 49-9 et 49-12, et vers le sud-est, au résidu dudit lot 49-9 appartenant actuellement à monsieur Yves Carrier.

Le droit de passage sur une lisière de terrain mesurant 12 pieds de largeur, sur une distance de 142 pieds à prendre ce droit de passage sur le lot de terre no 49-9 du cadastre du canton Gayhurst, village de St-Ludger, le long de la ligne sud-ouest de ce terrain entre le terrain ci-dessus décrit et le chemin désigné au cadastre comme étant le no 49-8, afin de permettre à l'acquéreur propriétaire de communiquer de la voie publique au terrain ci-dessus décrit et pour en revenir à la charge par l'acquéreur propriétaire de confectionner et d'entretenir ce chemin sans que le propriétaire du fonds soit responsable des dommages pouvant survenir à la suite d'accidents ou autrement sur ce chemin de passage et sous la condition que le propriétaire du fonds du chemin puisse également utiliser ce chemin de passage, sans avoir à payer quelques indemnités». As textually described in a deed of sale by the Cie de Téléphone de Risborough to Continental Telephone Company Ltd, by a deed registered in the registry office of Frontenac under number 88158.

SCHEDULE E

Other property contemplated in section 2:

A) The whole body of the moveable property and the telephone system of the Continental Telephone Company Ltd, comprising approximately seven thousand seven hundred and thirty (7,730) telephones in the telephone districts of the latter, everywhere it operates and owns property, particularly:

(1) The equipment of the telephone exchanges with all their apparatus, including switchboards, office furniture and all the equipment making up the telephone system, namely, all the telephone lines.

(2) All the equipment making up at present the telephone system of the Continental Telephone Company Ltd, comprising the telephone lines, post lines, wires, aerial and underground cables, anchors, stays, bolts, post braces coupled with such post lines, conduits, towers, appliances, boxes and other telephone instruments, batteries, inside and outside wires, protectors, inside and outside counter accessories, rolling stock and generally all the equipment in use by the telephone system of the Continental Telephone Company Ltd owned by it and installed either on its own posts or on those of any other electricity or power and telephone company, or elsewhere in the whole territory of the Continental Telephone Company Ltd and being erected and above and under, along or across lines, roads, highways, bridges, navigable waters, or other waters, and on private or public property including all the equipment in use of the telephone system extending from such roads, highways, lines, bridges, navigable waters or other waters and private or public property to and inside the respective premises of all the customers of the Continental Telephone Company Ltd.

B) All the interests, rights and privileges of the Continental Telephone Company Ltd under contracts comprising:

(1) The traffic contract or contracts between the Continental Telephone Company Ltd and any other companies, corporations or telephone cooperatives for purposes of transmission and communication between the respective telephone systems.

(2) All the contracts and agreements between the Continental Telephone Company Ltd and any other companies, corporations or bodies of any electricity or power division relating to the rights of the Continental Telephone Company Ltd and all the wires, cables or telephone accessories on the posts of such companies, corporations, cooperatives or bodies situated in the territory served by the Continental Telephone Company Ltd.

(3) All the contracts of servitude or of right of way held by the Continental Telephone Company Ltd for the purposes of the operation of the telephone system granted by any the public body,

municipality, government, company, corporation or any person in the territory known as being that of the Continental Telephone Company Ltd.

C) All the interests of the Continental Telephone Company Ltd in every right of way and servitude respecting which Télébec Ltée will be in the rights and obligations of the Continental Telephone Company Ltd, whether such servitude be active or passive, apparent or hidden.

D) All the interests of the Continental Telephone Company Ltd in the franchises, permits, exchanges, rights and privileges used for the operation of the said telephone system.

E) All the immovable leases and the rentals of equipment which the Continental Telephone Company Ltd assumes on the date of transfer of the assets.

F) All the documents relating to the construction, operation or administration of a public telephone undertaking on the premises contemplated in section 4, subject to remission of a copy thereof to the Continental Telephone Company Ltd.

SCHEDULE F

The territory of the Continental Telephone Company Ltd, as described in permit T-116 of the Régie des services publics comprises the following municipalities:

In the electoral district of Argenteuil, the villages of Chénéville, Ripon and Saint-André-Avellin, the parish municipalities of Notre-Dame de la Paix, Saint-André-Avellin and Sainte-Angélique, the township municipalities of Lochaber (north part) and Ripon, the municipality of the united townships of Suffolk and Addington and the municipalities of Duhamel, Lac-des-Plages, Lac Simon, Montpellier, Namur and Vinoy;

In the electoral district of Brôme-Missisquoi, the municipality of Saint-Pierre de Véronne à Pike-River (part);

In the electoral district of Iberville, the parish municipality of Saint-Sébastien and the municipality of Venise-en-Québec;

In the electoral district of Johnson, the village of Roxton Falls, the township municipalities of Roxton and Saint-Valérien-de-Milton (part) and the municipality of Béthanie (Ely, west part);

In the electoral district of Montmorency, the town of Château-Richer;

In the electoral district of Pontiac-Témiscamingue, the villages of Bryson and Campbell's Bay, the township municipalities of Clarendon (part), Grand-Calumet, Litchfield (part) and Thorne (part) and the municipality of the united townships of Leslie, Clapham and Huddersfield (Leslie part).