

# Doncaster Ballyhoo

FOR LAURENTIAN WATERFRONT AND RECREATIONAL PROPERTY

No. 19

Winter 1998-99

Season's greetings to all our readers and clients. We have had a busy season and as a result our newsletter is later than we had hoped. We welcome Hugo Geussens to our office. Hugo is a newcomer to Ste-Agathe, arriving with his wife and daughter from Belgium, where he was an antique dealer and his wife got her training as a *chocolatier*. We will be away for most of January but Hugo will be holding the fort if there is anything you need.

*The local food bank Moisson des Pays-d'en-Haut has opened a used furniture store at 234 Principale East in Ste-Agathe-Sud (just before the traffic light if you're northbound). They will pick up your unwanted furniture free of charge. Their telephone number is (819) 324-0009. All earnings go towards the food bank and the needs of the poor.*

*Moisson des Pays-d'en-Haut was founded in 1991 and is a member of the network of Moisson organisations across Quebec. Ours is the only province with a federation of regional food banks such as this, and it is the inspiration primarily of Pierre Legault and Fred Sawyer of the Holy Family Parish of Montreal who founded it in 1984 on a shoe-string. The local chapter serves 32 municipalities and supplies food products to 30 community organisations. It is a prodigious effort on the part of a relatively small group of people to deal with poverty in our area. They do not limit themselves to simply feeding the poor, but also take initiatives such as Les Jardins which teaches the skills of growing food and they actually grow some top quality vegetables which are sold to local restaurants. Naturally the profits go to a worthy cause. They are a registered charity and welcome all donations at this difficult time of the year. Their mailing address is 750 chemin Brunet, Ste-Agathe-Sud, J8C 2Z7.*

Ever since we began working on a formal study of the history of our area with the help of the *Ministère de la culture*, I have felt a creeping discouragement. It began when I questioned the professional historian's reluctance to use the word "Anglais" in referring to the English community. He reacted as though it might be seen as a derogatory term. Subsequently, I swallowed hard when the representative of the *Ministère* told us that the grant money for our walking tour would not be forthcoming if the tour was done in both languages. I figured we could find the money later to redo it in English, so I let it go. Finally I resigned as president when I realised that the interpretation panels that we were commissioning could not be in both languages at public expense.

There is a fundamental dishonesty in this hiding of the English language, especially given the English-speaking communities' contributions to the history and growth of our region. I understand the need to protect and to promote the French language. I speak it fluently, as do most English-Quebeckers whom I know. By hiding English in a community such as ours, the government is promoting French at the expense of the truth. Aside from this moral aspect, seventy-five percent of the people in our client communities are English-speaking. This is in no way a local issue. I believe that most of our committee members would prefer to do these projects in both languages. The local business people know their clientele. In the meantime, our committee will persevere and I am grateful to René Girard for having accepted the role of interim president.

**(819) 326-4963**



# The Sanitarium That Never Was

In 1894, Dr. Camille Laviolette of Laval University convinced the Provincial Government to set aside a large parcel of Laurentian property for the creation of a forestry reserve. His plan was to build a tuberculosis sanitarium in a completely protected environment. The proposal, originally drafted in 1893, was accepted in July 1894. Dr. Laviolette had studied in Paris, London and Berlin. He was a member of the *Société Française d'Otologie et de Laryngologie de Paris*, a specialist at *l'Institution des Sourdes et Muettes*, and was a medical doctor at the University of Laval. He planned the '*Sanatorium d'Altitude pour la tuberculose*' which was to be situated only four miles from the St. Jovite railroad station on the south-east face of *La Montagne Tremblante* (Trembling Mountain). The "Act to establish the Trembling Mountain Park" was sanctioned on January 12, 1895. It set aside 14,750 acres for the forest reserve and an additional 400 acres on the summit of the mountain "to any persons or corporations who furnish sufficient sureties that they will erect and maintain such sanitarium..." The sanitarium was never built. But the act contained a curious stipulation. Clause 4 read "This act shall not affect any rights acquired under any license to cut timber or any lease to any person or to any fish and game club." A short article some years later (1902) in the St. Jerome paper *L'Avenir du Nord* deplored the monopolisation and misuse of public lands for maintaining an exclusive fish and game club at Lac Tremblant. The article suggested that the club members had friends in high places and that the \$50 per year cost was a gift: It was worth twice that amount.

Given the credentials of Dr. Richer, founder of the first tuberculosis sanitarium to open up in Ste. Agathe, and Dr. Laviolette's less appropriate, albeit impressive, credentials, one might wonder if there ever was a sincere intention of building a sanitarium on the south-east face of Mont Tremblant. If the intentions were sincere, it is curious that Dr. Richer did not take advantage of the reserve of 400 acres that was set aside for that purpose. His hospital was open by 1899. Surely the planning started a few years before that.

Listed among the activities that Dr. Laviolette envisioned for his patients were fishing, hunting, bathing and canoeing in summer; music, parlour games, snow-shoeing, tobogganing, skating, hunting and ice fishing in winter. Skiing was notably absent.

There is little evidence of skiing anywhere before 1910 and the arrival of Emile Cochard. At that time, Ste. Agathe had a mile-long bob-sled run that Mr. Cochard took charge of and anecdotal information suggests that kids were skiing on the same hill (Mont Calvert) on barrel staves. It is hard for us to imagine how few trees there were at that time. Pictures of the bob-sled run show huge open fields and the occasional farmer's fences. Where there are trees, they look sparse and are generally restricted to hilltops. According to Georges Lortie, Mont Calvert was on the St. Aubin farm, the third farm south of the church. This hill is also mentioned as the location of the first TB sanitarium. Mr. Lortie told me that his father and grandfather called the road going up towards Trout Lake *Côte de l'hôpital*, even though the hospital burned to the ground in 1902.

Among other peculiarities associated with Mont Tremblant is the idea that its name is translated from the Algonkian *Manitonga Soutana*. While not discrediting the legend of the trembling mountain, the translation itself may be a colourful boast on the part of the current Mont Tremblant promoters. It is hard to find speakers of Algonkian who will confirm the translation. The word Manitonga contains most of the word *Manitou* which refers to spirit, perhaps the great spirit, as in Manitoba, which means the breath of the great spirit. *Soutana* is part of a word that refers to a valley. It is more likely that the term referred to the region than to the mountain itself.

Whatever the facts, by the turn of the century our whole region was booming. Curé Labelle's vision that the railroad would save our area turned out to be true and the Laurentians looked like where the 20<sup>th</sup> century would happen.



# What's it Worth

or

## The Value of a Professional Inspection

According to the Quebec Civil Code that came into force in 1994, a latent defect is one that was not apparent to "... a prudent and diligent buyer without any need of expert assistance..." during a normal inspection of the property. In the *Code Civil du Bas Canada* that was in force until the end of 1993, the Purchaser was presumed to have access to expert assistance.

As you can see, there is a difference. In the current code, the Purchaser's inspection is adequate, whereas in the previous code, it was incumbent upon the Purchaser to hire a competent inspector or to live with the consequences. In this way, the burden of responsibility for a latent defect has shifted towards the Vendor. To understand what this means, we must start by understanding what a latent defect is.

Latent means present but not apparent, not developed, dormant. In this marvellous bilingual culture, latent translates into French as *caché*, *secret* as well as *latent*, and the first one is more commonly used. Rebounding from the official French into the unofficial English, it becomes *hidden*. The problem with the word 'hidden' with respect to a defect is that there can be a presumption of intent because the word hidden derives from the active verb 'to hide'. A latent defect should not be understood to be a 'hidden' defect in that sense. What is meant is a defect that could not be or was not known to the Vendor and therefore was equally hidden from both parties.

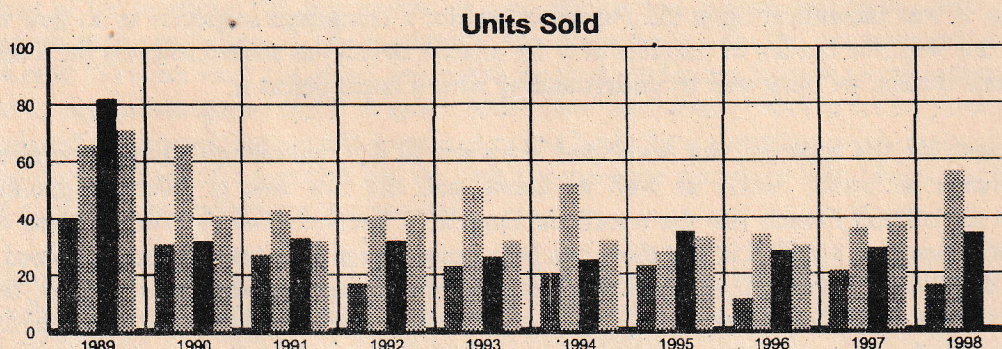
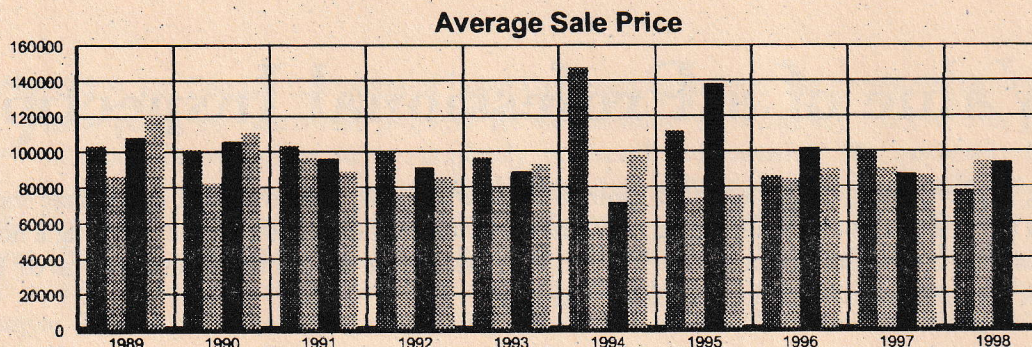
A defect is not hidden, and therefore is apparent, as long as the Purchaser is made aware of it prior to committing irrevocably to purchase. Surprisingly, defects, whether latent or not, can be harder to define. Some jurisdictions try to define them and to develop a system to cost them and deduct them from the price of the house. In Quebec, there is a vague distinction between a major and a minor defect but generally the interpretation lies with the parties. Often a defect is subjective in nature, and in such a case, the parties may not agree. An example of this is the discovery that an important room has been finished in a material that is conventionally accepted, but to which the purchaser is chronically allergic.

The onus is on the Vendor to make the Purchaser aware of any defect that could otherwise be considered latent or hidden. In order to do so, he should give the Purchaser every opportunity to examine the property. Unfortunately, when trying to settle a difference after the fact, Vendors are often accused of having hidden a defect. The truth, most often, is that neither party had the competence to recognise the defect prior to consummating the transaction. For that reason a professional inspection is an important element in any purchase.

When having such an inspection done, however, the parties will be confronted with the problem of defining what constitutes a defect and how to cost it. One way we have found to accomplish this is to allow the Purchaser a defined period of time to cancel the transaction. In exchange, it is expressly understood that the period is for the purpose of having a professional inspection done by a competent inspector of the Purchaser's choice. Subsequently he or she may either cancel the transaction with minimal cost or proceed in full knowledge that the opportunity to have the property thoroughly examined had been provided. By this means, the warranty against latent defects is reduced by virtue of the presumed competency of the inspector. At the same time both parties can choose to disagree and cancel the transaction at minimal cost. Usually, though, what happens is that both parties have a clear relationship and the signing at the notary becomes a pleasant formality.



# MARKET TRENDS



The spike in units sold in the second quarter and the rise in average price reflects a real improvement in the local first residence market. (Note that the average sale price overall is still under \$100,000.) Our experience is that the back-log of waterfront properties for sale is starting to move and this bodes well for 1999. Our average sale price for recreational homes is well over double the average shown above. This reflects an increase in confidence in the Montreal market as well as an overall improvement in the economy.

If you would like back issues of the Doncaster Ballyhoo, give us a call or drop by. We will happily add the names of your friends or neighbours to our list if they would like to receive their own copy. Please let us know if you change your address. Having an accurate mailing list helps us keep our costs (and waste) down.

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Our office is open six days a week, closed Tuesdays.

(Not intended to solicit properties currently listed for sale)

