

Extraits relatifs aux Titres de Propriété du lieu historique de Grand-Pré

Commençant d'abord avec l'acte de cession de J.F Herbin et son épouse Minnie au DAR, le 7 février 1917 et enregistré le 15 mars 1917.

"All that lot or parcel of land situate at Grand Pre in the said county of Kings comprising a block of fourteen acres, more or less including the old Acadian Well and Willows, so called, and lying to the north of the railway station and bounded on the east by the Road to Long Island, on the north by the dyke road known as the " Shore Road ", on the south by lands of the said Dominion Atlantic Railway Company, on the west by lands of the Estate of W.A. Woodman, deceased; the same being the lands conveyed to the said John F. Herbin by Mary S. Bowser, the deed being date[d] the first day of April A.D. 1907 and recorded at the Registry of deeds in and for the said county of Kings in book 90 page 169... Upon the Condition, however and upon trust that the said granted and conveyed lands and premises, shall be held by the said the Dominion Atlantic Railway Company and its assigns " in perpetuum " as a public park and be maintained, ornamented and developed in keeping with its historical association."

Passages tirés de l'acte de cession du DAR à la Société mutuelle l'Assomption, le 28 mai 1919 et enregistré le 18 octobre 1919 :

" Whereas the said party of the first part is owner of a certain lot of land situate at Grand Pre in the County of Kings in the said Province of Nova Scotia, consisting of nineteen acres, more or less, being the site of the historical Village of Grand Pre and now called the Grand Pre Memorial Park. And whereas the Acadian people, represented herein by the said party of the second part, are desirous of erecting a Chapel upon or near where , prior to 1755 the old Roman Catholic Church of Saint Charles stood on the above mentioned lands. And whereas the said party of the first part has expressed its willingness to convey and has agreed to convey to the said party of the second part the following described portion of said lands, viz. : Nine Thousand and Six hundred square feet of land on which to erect a church not exceeding fifty feet by one hundred feet on plan, it being understood and agreed by the parties hereto that the said church shall be so placed that the fleche falls on the intersection of the two main axes to the Grand Pre Memorial Park, that is to say, the line running west to east through the cross and the well and the line running north to south along the centre of the old road crossing the Railway immediately to the west of the station, in trust for the Acadian people for the purpose of having erected thereon a Chapel to perpetuate the memory of the early French settlers of this historic place and the said party of the second part has agreed to the same. Now This Indenture Witnesseth that the said party of the first part for and in consideration of the premises and of the sum of One Dollar lawfull money of Canada paid by the said party of the second part to the said party of the first part... All that certain lot of land situate at Grand Pre in the said County of Kings bounded and described as follows. Nine Thousand and Six Hundred Square feet of land on which to erect a church not exceeding fifty feet by one hundred feet on plan... upon the following terms and conditions. The said party of the second part covenant and agrees to and with the said party of the first part to erect or cause to be erected a Memorial Chapel upon said last herein described lands and

further agrees for said purpose to expend a sum of not less than Ten Thousand Dollars towards the construction of the same within Five Years from the date hereof, location of said Chapel to be on or as near the c[s]ite occupied by the old Parish Church of Saint Charles as practicable. And also as to the said party of the second part shall appear right and proper, such other constructions, erections and maintaining of monuments, and other embellishments and improvements with a view, among other things to the preserving and perpetuating of the tradition and history of the Acadians, together with a right to assemble, convene, and hold meetings of the Acadian people in, on and upon the said lot of nineteen acres and the lot hereinbefore more particularly described. The above mentioned monuments and erections to be built or constructed as near as practicable upon the site occupied by the old construction which it is intended to revive and commemorate. (...) The said parties hereinto mutually covenant and agree to and with each other that the expenses to be borne by the Acadian people shall be the entire cost of the Chapel and other building of monuments which they may erect, and the upkeep of the same and also that the party of the second part shall pay or contribute the sum of Fifteen hundred Dollars towards the erection of the of the permanent fence around said lot of nineteen acres and that the expenses to be borne by both the said parties equally shall be the upkeep of the old well and cross situate upon said property and that all other expenses in connection with said property shall be borne by the party of the first part."

Voici des extraits du contrat conclu entre la Société nationale l'Assomption et le gouvernement fédéral, le 14 décembre 1956 :

« ET ATTENDU QUE la Société a remis au Gouvernement Fédéral un acte de vente relatif au dit terrain et daté du même jour que les présentes lequel acte de vente réfère spécifiquement aux termes et conditions du présent contrat comme devant faire une transaction complète. CE CONTRAT STIPULE DONC que la Société cède au Gouvernement Fédéral le terrain décrit dans l'acte de vente ci haut mentionné ainsi que la chapelle qui y est érigée, moyennant la considération et les autres conditions ci-après énumérées :

1. Le Gouvernement Fédéral s'engage à verser à la Société la somme d'UN DOLLAR (\$1.00).
2. Le Gouvernement Fédéral s'engage à maintenir la chapelle-souvenir en bon état et à lui conserver son caractère. Les deux parties contractantes reconnaissent par les présentes que le Parc de Grand-Pré constitue le foyer historique le plus important du peuple acadien, qu'il rappelle ses heures les plus douloureuses et les plus héroïques et qu'il doit rappeler aux générations futures l'exemple d'un peuple courageux dont la culture et les actes enrichiront toujours davantage la nation canadienne.
3. Le Gouvernement Fédéral s'engage à reconnaître à la Société Nationale l'Assomption, à ses successeurs ou ayants droit, ainsi qu'au peuple acadien et à toute personne le droit d'accès au Parc-Souvenir de Grand-Pré à toute heure et en tout temps raisonnables. En plus, le Gouvernement Fédéral reconnaît à ladite Société, à ses successeurs ou ayants droit le privilège de se servir du Parc-Souvenir ou de la Chapelle à ses frais pour toute manifestation patriotique ou autre ralliement, fête ou célébration en rapport avec les principales étapes de l'histoire du peuple acadien.
4. Le Gouvernement Fédéral s'engage à maintenir dans ledit Parc-Souvenir un musée contenant des objets se rapportant à l'histoire acadienne et particulièrement une statue de Notre-Dame de l'Assomption et un exemplaire du drapeau acadien qui sont présentement dans ladite chapelle-souvenir.

5. Le Gouvernement Fédéral s'engage à donner audit Parc-Souvenir, à la Chapelle, au musée et aux autres édifices ou monuments qui sont présentement ou qui pourraient être érigés à l'avenir sur ledit terrain un caractère et une allure strictement bilingue. Ce bilinguisme se manifestera par l'emploi de guides bilingues par des inscriptions bilingues sur les pièces de musée et sur les écriteaux à l'extérieur, par toute la littérature qui sera disponible pour renseigner les visiteurs et enfin par tous les moyens d'extériorisation que l'on trouve normalement dans un parc national.

En date du 15 décembre 1957, le DAR cède à la reine ou au gouvernement fédéral canadien, pour la somme de 5 650\$ le terrain suivant :

"ALL that lot or parcel of land situate at Grand Pre in the said County of Kings comprising a block of fourteen acres, more or less, including the old Acadian Well and Willows, so called, and lying to the north of the railway station and bounded on the east by the Road to Long Island, on the North by the dyke road, known as the "Shore Road", on the South by lands of the said Dominion Atlantic Railway Company, on the West by lands of the Estate of W.A. Woodman, deceased. Being and intended to be the same parcel of land as conveyed to Dominion Atlantic Railway Company by John F. Herbin, et ux by Deed dated February 7, 1917 and recorded in the Registrar of Deeds Office at Kentville in the County of Kings and Province of Nova Scotia on March 15, 1917 in Book 118, Page 90. SAVE AND EXCEPTING there from the land conveyed by the Grantor herein to La Societe L'Assomption as recorded in Book 125, Page 320, at the Registrar of Deeds Office at Kentville..."

(c'est-à-dire l'acte de cession du 28 mai 1919 dont des passages sont cités plus haut)