



CHAPTER 14

An Act to ratify the contract between the Provincial Government and the Verdun Protestant Hospital respecting the care, custody and maintenance of the insane

[Assented to, the 4th of April, 1931]

HIS MAJESTY, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows:

1. The contract hereinafter set forth as a schedule hereof, respecting the care, custody and maintenance of the insane, entered into between the Government of the Province and the Verdun Protestant Hospital, on the twenty-ninth day of September, nineteen hundred and thirty, before Edouard Cholette, notary, under the number twenty-eight thousand two hundred and thirty-seven of his minutes, is approved and ratified.

Contract of
Sept. 29th,
1930, bet-
ween the
Provincial
Gov. and
Verdun
Protestant
Hospital,
ratified.

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

Coming into
force.

SCHEDULE

BEFORE M^{RE}. EDOUARD CHOLETTE, the undersigned
Public Notary for the Province of Quebec, practising
at the city of Montreal,

APPEARED:

HIS MAJESTY THE KING, represented by the HONOURABLE
L. ATHANASE DAVID, of the city of Montreal, Pro-
vincial Secretary, authorized for the purposes hereof
by the Order of the Lieutenant-Governor of the Prov-
ince of Quebec, in Council, No. 709, dated the twenty-
first day of May, nineteen hundred and thirty, ap-
proved on the twenty-second day of May nineteen
hundred and thirty by His Honor the Lieutenant-
Governor, a copy whereof, certified true, is hereunto
annexed after having been signed for identification by
the parties hereto and the undersigned notary;

Hereinafter styled the "Government"

AND

THE VERDUN PROTESTANT HOSPITAL, a body corporate
and politic, duly incorporated by law and herein re-
presented by J. WOLFERSTAN THOMAS, of the city of
Montreal, manufacturer, herein acting in his capacity
of president of the said Hospital, and duly authorized
for the purposes hereof by a resolution of the Board
of Governors of the said Verdun Protestant Hospital,
passed at Montreal, on the seventeenth day of May
nineteen hundred and thirty, a copy whereof, certified
true, is hereunto annexed after having been signed for
identification by the parties hereto and the under-
signed notary;

Hereinafter styled the "Hospital".

Who have entered into the following contract:

I

TITLE OF THIS CONTRACT

This deed may be cited under the name of "Contract
respecting the care, custody and maintenance of the
insane in the Verdun Protestant Hospital".

II

DEFINITIONS

In this contract unless the context otherwise requires:

- a. The word "Government" means "His Majesty";
- b. The word "Patients" means idiots and insane persons of both sexes;
- c. The words "The Hospital" mean "The Verdun Protestant Hospital";
- d. The word "Guardians" comprises guardians and nurses;
- e. The word "Physician" means the physicians appointed by the Government of the Province of Quebec;
- f. The words "Inspectors" and "Visitors" mean the inspectors of the asylums, prisons, etc., appointed by the Government of the Province.

III

CARE AND MAINTENANCE OF THE PATIENTS

The Hospital obliges and binds itself towards the Government to receive and lodge in its asylum all the patients who shall be confided to them by the Government, to feed, clothe, maintain, give them heat and light, in a suitable manner, to give them all the care they may require, both in health and sickness, and to provide them with the medical attendance required by their condition, the whole according to the stipulations hereinafter set forth.

IV

FOOD, CLOTHING, ETC., (SET FORTH IN SCHEDULE)

The food and clothing given, as well as the beds and bedding supplied to the patients by the Hospital, shall not in any case be of inferior quality, nor be given in quantities less than those described in the schedule hereunto annexed signed for identification by the parties hereto and the undersigned notary.

The patients' clothing and raiment shall be suitable for the different seasons, so as to allow them to go out as much as possible every day.

V

TREATMENT TO BE GIVEN

The Hospital undertakes to give to the patients, who shall be confided to them, the same care and to procure them at least the same comfort, amusements, recreation and attention, in a word to treat them in every respect at least as well as they have treated them during the last expired contract with the Government.

VI

MEDICAL CONTROL

The patients shall be under the direction of the medical superintendent:

1. As regards physical exercises and work;
2. As regards the nature and duration of the occupations of each;
3. As regards the admission of visitors.

The Hospital shall be obliged, upon the instructions of the Medical Superintendent, to put the patients to work at several occupations or on the farm, and also to establish according to circumstances some easy industries so as to give them work or as a mode of treatment.

VII

CHARACTER OF THE INSTITUTION

The Protestant character of the institution secured by its act of incorporation, and the powers, rights and privileges conferred upon the said Hospital and its board of governors by its said act of incorporation shall not be impaired nor held to be waived in any respect by this contract; nor shall this contract be invoked by any party as a suspension of or interference with said charter or act of incorporation.

VIII

GUARDIANS

The number of guardians to be employed by the Hospital and the number of patients to be assigned to each guardian shall be regulated by the Provincial Secretary on the advice of the Medical Superintendent. The guardians

of the patients shall be under the control of the medical officer or superintendent who may dismiss them if he finds them incompetent or unfit.

They shall be all exclusively employed in caring for the patients, and shall not absent themselves from their work without the permission of the said Medical Superintendent.

They shall not be under twenty-one years of age nor over sixty-five years of age.

IX

MEDICAL COMFORTS

Any extra medical comfort that may be furnished to the patients by order of the Medical Superintendent, not detailed in the above-mentioned schedule, shall be deemed to form part of the medical treatment and shall be furnished on behalf of and at the expense of the Province.

X

ACCOUNTS

An accountant may be appointed by the Lieutenant-Governor in Council to keep such books as the Provincial Secretary may advise in connection with the said Hospital, and the said Hospital shall lodge and board the said accountant, but his salary shall be paid by the Province.

XI

REGULATIONS

This contract shall be subject to the laws governing public lunatic asylums and the regulations made thereunder to which the said Hospital and the authorities thereof agree to submit at all times.

The said Hospital shall be obliged to comply with all recommendations, suggestions and orders that may be made and given to them by the medical officer or officers appointed by the Lieutenant-Governor in Council, or the Provincial Secretary, and shall give every possible facility to the visitors and inspectors of asylums, and shall afford them every assistance so as to facilitate their labors and performance of their duties.

XII

ALTERATIONS AND MODIFICATIONS

The said Hospital shall make or cause to be made in the buildings, now used for lodging the said patients, all alterations and modifications that may be required by the medical officer or superintendent or the inspectors of asylums and gaols, either for improving the ventilation in the said establishment or for assuring the more perfect safety of the patients or for the classification and treatment of patients received in the said Hospital; provided, however, that the said alterations and modifications shall not be too onerous and shall be absolutely necessary, and, in case of dispute, the matter shall be referred to one of the police magistrates for the district of Montreal, whose decision shall be final and without appeal, and who shall not be bound to follow the ordinary procedure.

XIII

PURCHASE

The Province may during the pendency of the said contract purchase the buildings of the Hospital already hypothecated to the Government of the Province for a sum to be fixed by arbitrators to be appointed as follows: one by the Lieutenant-Governor in Council, one by the authorities of the Hospital, and the third by the first two arbitrators, and, if they cannot agree, by a judge of the Superior Court of the district of Montreal.

XIV

PRICE AND CONSIDERATION FOR MAINTENANCE OF EACH
PATIENT

The Government binds itself to pay to the Hospital at the office of the Provincial Treasurer a sum of two hundred dollars per annum for each patient that they shall keep for the Government in proportion to the time of such patient's confinement. Such price or consideration shall be paid by the Government to the said Hospital every three months upon production by the said Hospital of a detailed account according to the form approved of by the Government, saving the recourse of the Government against the persons, corporations or municipalities responsible therefor.

As a further consideration for the care and maintenance of the public insane the Government has already guaranteed the payment of the capital and interest of bonds and debentures of the said Hospital aggregating to three hundred and eighty-five thousand dollars in virtue of the act 2 George V, chapter 4, and the act 13 George V, chapter 8.

And as a further consideration for the care and maintenance of the public insane the Government hereby undertakes, under the authority conferred upon it by the act 20 George V, chapter 11, to guarantee the payment of the capital and interest, at the rate not exceeding five per centum per annum, of a new loan of three hundred thousand dollars for a period not exceeding twenty-five years and with an appropriate sinking-fund to be made by the Hospital for the purposes of redeeming the loan which matured on the first day of May, nineteen hundred and twenty-nine, and for paying the cost of improvements to be made to the Hospital provided that:

a. Any sum which the Government may be called upon hereafter to pay under the said guarantee be deducted from the sum due to the said Hospital under its contract with the Government for the maintenance and support of the insane;

b. The Hospital so as to secure the repayment of any sum that may be paid under said guarantee shall sign, in favor of the Government, a deed of hypothec to the satisfaction of the Lieutenant-Governor in Council upon its property situate in or near the city of Verdun and the buildings thereon erected;

c. The Hospital shall insure its buildings for three-quarters of their value and shall transfer the policies effecting such insurance to the Government.

Nevertheless the Hospital binds itself to receive, lodge and board in its Hospital, in the manner prescribed in the said contract, the patients who may be entrusted to it by any person, provided that such Hospital is paid in advance for at least one year on the basis of the amount paid for a similar period by the Government for the maintenance of a public patient in the said Hospital and is also furnished with a satisfactory undertaking in the usual manner guaranteeing the future payments and further provided that all the formalities required for the internment of public patients are duly complied with.

XV

BURIAL EXPENSES

When each payment is made the Government shall pay to the Hospital an additional sum of three dollars for burial and other funeral expenses of each patient deceased at the asylum in the interval.

XVI

TRANSPORTATION OF PATIENTS

The patients so confided to the care and keeping of the Hospital shall be transported to and delivered at the asylum at the charges and expenses of the Government or of the parties interested, saving the recourse of the Government against the persons, corporations or municipalities responsible therefor.

The Hospital shall be entitled to be paid at the rate therein stipulated for all patients received by them from the date of their admission therein upon the production of an account as above mentioned.

The medical officer or officers or accountant shall be paid by the Government so long as he or they hold the said office or offices.

XVII

ESCAPE OF PATIENTS

If, after their arrival at the asylum, such patients escape or get away from the asylum, the Hospital shall be bound at their own expense to take all necessary steps to find them and bring them back to the asylum.

XVIII

NOTICE IN CASE OF ESCAPE

Whenever a patient escapes or gets away from the asylum the Hospital shall give notice to the Provincial Secretary, in which notice it shall mention the name of the patient who has so got away from the asylum, the date of his escape and that of his return, or that he could not be found.

XIX

NOTICE IN CASE OF DEATH

In the event of the death of any patient the Hospital shall give notice thereof to the Provincial Secretary which notice shall give the name of the patient and the date of his death.

XX

VIOLATION OF CONTRACT

The violation of any provisions of the said contract on the part of the said Hospital and the authorities thereof shall be considered as a sufficient cause for annulling the said contract.

This contract is made for the term of twenty-five years, to commence from the first day of May, nineteen hundred and thirty, with the proviso, however, that the rate to be paid by the Government to the Hospital for each patient they shall keep for the Government under paragraph XIV of this contract shall be subject to revision every five years from the date of the contract.

This contract, so far as the care and maintenance of the insane, is subject to ratification by the Quebec Legislature.

WHEREOF ACTE:

THUS DONE AND PASSED at the City of Montreal, this twenty-ninth day of September, nineteen hundred and thirty, and of record in the office of the undersigned Notary, under the number twenty-eight thousand two hundred and thirty-seven.

And after due reading hereof of the parties signed in the presence of the undersigned notary.

(Signed)	J. WOLFERSTAN THOMAS,
"	ATHANASE DAVID,
	<i>Sec. Prov.</i>
"	EDOUARD CHOLETTE, <i>N. P.</i>

A true copy of the original hereof remaining of record in my office.

EDOUARD CHOLETTE, *N. P.*

SCHEDULE REFERRED TO IN THE FOREGOING CONTRACT

REGULATIONS RESPECTING FOOD AND RATIONS FOR MEN AND WOMEN

	Per diem
Wheat bread.....	20 oz.
Potatoes, carrots, turnips and other vegetables..	20 “
Meat: beef, mutton or pork, of the best quality:	
For ordinary patients.....	6 “
For patients able to work or who are quiet..	8 “
The same quantity of fish per diem if desired.	
Butter per day.....	2 “
Meat or vegetable soup per day.....	2 pints
Tea and coffee with milk.....	1½ “
And necessary condiments.	

The preparation of the food shall be varied and there shall be at least three meals a day for each patient and variety in the food every day, as much as possible, with fruit or dessert once a day.

CLOTHING FOR MEN

	Per annum
Shirts.....	4
Flannel undershirts.....	2
Cotton undershirts.....	2
Woollen socks.....	3 pairs
Cotton “.....	3 “
Shoes.....	3 “
Summer trousers.....	2 “
Winter trousers.....	2 “
For patients who spoil their clothes:	
Summer trousers.....	4 “
Winter trousers.....	4 “
Braces.....	1 pair
Cotton drawers.....	2 pairs
Woollen drawers.....	2 “
Summer cravats.....	2
Winter cravats.....	2
Winter comforters.....	2
Summer coats.....	2
Winter coats.....	2
Summer waistcoats.....	2
Winter vests.....	2
Summer hat.....	1
Winter cap.....	1
Pocket handkerchiefs.....	3

CLOTHING FOR WOMEN

Chemises.....	4	
Flannel undershirts.....	2	
Cotton undershirts.....	2	
Woollen stockings.....	3	pairs
Cotton stockings.....	3	"
Garters.....	1	pair
Shoes.....	3	pairs
Summer petticoats.....	2	
Winter petticoats.....	2	
Cotton dresses for summer.....	2	
Woollen dresses for winter.....	2	
Summer shawls.....	2	
Winter shawls.....	2	
Aprons.....	4	
Day caps.....	3	
Nightcaps.....	3	
Handkerchiefs.....	3	
Summer hat.....	1	
Winter hat.....	1	
Summer drawers.....	2	pairs
Winter drawers.....	2	"

BEDS AND BEDDING

Iron bedstead, woollen mattress, hair mattress or wool and hair mixed, straw palliasse, woollen pillow and hair pillow; at least two pillowslips per bed; sheets, at least four per bed; woollen blankets at least four per bed, one quilt, one chair, one chamber. Special beds for unclean and epileptic patients.

This is the Schedule referred to in the contract between the Government of the Province of Quebec and the Verdun Protestant Hospital passed before E. Cholette, Notary, on the twenty-ninth day of September, nineteen hundred and thirty, and thereunto annexed after having been signed for identification by the parties to said deed and the undersigned notary.

FOR IDENTIFICATION:

(Signed) J. WOLFERSTAN THOMAS,
 " ATHANASE DAVID,
Sec. Prov.

" EDOUARD CHOLETTE, *N. P.*
 A true copy. EDOUARD CHOLETTE, *N. P.*

VERDUN PROTESTANT HOSPITAL

EXTRACT from the Minutes of a meeting of the Board of Management of Verdun Protestant Hospital, duly convened and held at the office of the Hospital, 951 St. Antoine Street, in the City of Montreal, on Wednesday, the 17th day of September, 1930, at which meeting a quorum was present.

"There was read and submitted to the meeting a draft contract prepared for execution before Edouard Cholette, notary, to be executed between His Majesty the King in the right of the Province of Quebec and this hospital, and being a contract respecting the care, custody and maintenance of the insane in the Verdun Protestant Hospital for a period of twenty-five years.

"On motion duly proposed and seconded, it was unanimously resolved:

"That the said contract be and the same is hereby approved, and that J. Wolferstan Thomas, the President of the said Hospital, be and he is hereby authorized to sign and execute the said draft contract for and on behalf of this Hospital and to affix its seal thereto, with full power to make any alterations, amendments or modifications in such draft contract that he may deem expedient."

I, the undersigned, Secretary of the Verdun Protestant Hospital, hereby certify and declare that the foregoing is a true copy of a resolution passed by the Board of Management of the Hospital at a meeting duly convened and held on the date above mentioned.

Montreal, 17th September, 1930.

(Seal)

(Signed) CHARLOTTE A. SLACH,
Secretary.

This is the certified copy of resolution of the Board of Governors of Verdun Protestant Hospital referred to in a contract between the Government of the Province of Quebec and the said Hospital passed before E. Cholette, Notary, on the twenty-ninth day of September, nineteen hundred and thirty, and thereunto annexed after having been signed for identification by J. Wolferstan Thomas and the undersigned notary.

FOR IDENTIFICATION:

(Signed) J. WOLFERSTAN THOMAS,
" EDUARD CHOLETTE, *N. P.*

A true copy. EDUARD CHOLETTE, *N. P.*