



## CHAPTER 8

An Act to ratify the contract between the Government and *Les Sœurs de Charité de la Providence* respecting the care, lodging and maintenance of insane in *L'Hôpital Saint-Jean de Dieu*, and the contract between the said *Soeurs* and Montreal University respecting the medical service of the said hospital

[Assented to, the 11th of March, 1926]

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

**1.** The contract entered into between the Government of the Province of Quebec and *Les Sœurs de Charité de la Providence*, on the twenty-first day of December, 1925, before Emile Massicotte, notary, under the number 1532 of his minutes and reproduced as Schedule A to the present act, is ratified. Contract of Dec. 21st, 1925, ratified.

**2.** The contract entered into between *Les Sœurs de Charité de la Providence* and Montreal University on the twenty-third day of December, 1925, before J. E. R. Crépeau, notary, under the number 4203 of his minutes and reproduced as Schedule B to the present act, is ratified. Contract of Dec. 23rd, 1925, ratified.

**3.** This act shall come into force on the day of its sanction. Coming into force.

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## SCHEDULE A

Before EMILE MASSICOTTE, Notary Public for the Province of Quebec, residing and practising in the city and district of Montreal,

## CAME AND APPEARED

HIS MAJESTY KING GEORGE V, herein represented by the Honourable ATHANASE DAVID, Advocate and King's Counsel, having his domicile in the city of Montreal, Secretary of the Province of Quebec, to the effect of these presents authorized by an Order-in-Council, dated the sixteenth day of December instant (1925), approved on the seventeenth of the same month by the Administrator of the Province of Quebec, a certified copy whereof has been and will remain annexed to the original minute of these presents, signed *ne varietur* by the parties hereto and the undersigned Notary,

*Party of the First Part.*

## AND

*La Communauté des Sœurs de Charité de la Providence*, a legally constituted religious corporation, having its chief place of business in the city of Montreal, at number 1271 St. Catherine Street (East), herein represented and acting by Dame Marie Herminie Mayer, in religion *dite* Sister Amarine, Superior-General of the said order, and Dame Ernestine Wissell, in religion *dite* Sister Anaclet, Depositary-General of said order, duly authorized for the purposes hereof by resolution of the council of said corporation of the eleventh day of the month of December, nineteen hundred and twenty-five, a certified copy whereof has been and will remain annexed to the original hereof after having been signed *ne varietur* by the parties with and in presence of the undersigned Notary,

*Party of the Second Part.*

Which parties have made the following contract between them respecting the care, lodging and maintenance of the insane in St. Jean de Dieu Hospital, at Montreal.

*Article one:*

## TITLE OF THIS CONTRACT

This deed may be cited under the name of "Contract respecting the care, lodging and maintenance of the insane in the St. Jean de Dieu Hospital".

*Article two:*

## DEFINITIONS

In this contract unless the text requires another interpretation:

- (a) The expression "Government" means "His Majesty", one of the parties to this contract;
- (b) The expression "*Les Sœurs*" means "*La Communauté des Sœurs de Charité de la Providence*", the other party to this contract;
- (c) The expression "Asylum" or "Hospital" means St. Jean de Dieu Hospital;
- (d) The expression "Patients" means the idiots and insane persons of both sexes confided to *Les Sœurs*;
- (e) The expression "Guardians" comprises also female guardians both religious and lay;
- (f) The expression "Physicians" means the physicians (except the Superintendent and Assistant-Superintendent) appointed by Montreal University, and accepted by *Les Sœurs*;
- (g) The expression "Superintendent" means the Superintendent appointed by the Lieutenant-Governor in Council;
- (h) The expressions "Medical Director of Hospitals for the Insane", "Inspectors" and "Visitors" mean the "Medical Director of Hospitals for the Insane", the Inspectors of Asylums, Prisons, etc., appointed by the Government of the Province of Quebec.

*Article three:*

## CARE AND MAINTENANCE OF THE PATIENTS

*Les Sœurs* oblige themselves towards the Government, for the term of ten years computed from the first of January, nineteen hundred and twenty-six (1926), to receive, lodge and clothe in their hospital all the patients who will be confided to them by the Government, and to give them good and sufficient food and to improve, according to the means of the establishment, the equipment of the laboratory and other services, according to modern methods, so as to promote their cure and develop the science of mental diseases, the whole according to the conditions hereinafter set forth.

*Article four:*

## FOOD, ETC.

The food and clothing given, as well as the beds and bed-

ding supplied to the patients by *Les Sœurs*, shall not, in any case, be of inferior quality, nor be given in quantities less than those hitherto given by *Les Sœurs*.

*Article five:*

TREATMENT TO BE GIVEN

*Les Sœurs* undertake to give to the patients, who will be confided to them, the same care and to procure them the same comforts, the same amusements and recreation, the same solicitude, in a word, to treat them in every respect, at least as well as they have done during the contract with the Government, which contract expired on the thirty-first of December, nineteen hundred and twenty-one (1921).

*Les Sœurs* further undertake to improve, according to their means, the manner of keeping their asylum generally, as science and experience discover improvements to be made in the treatment of the insane, subject nevertheless to that which is set forth in the following article.

*Article six:*

CERTAIN EXPENDITURE TO BE REIMBURSED

If, owing to orders from the Medical Superintendent, or regulations under the laws of this Province governing the insane and insane asylums, any expenses be imposed upon *Les Sœurs* greater than those which will result from what is specially mentioned in articles three (3), four (4), five (5), seven (7), and eight (8) of the present contract, such additional expenses, after having been previously approved by His Honour the Lieutenant-Governor in Council, shall be paid by the Government, over and above the contract price. For each case of obstetrics the Government shall pay an additional sum of forty dollars (\$40.00).

*Article seven:*

CLOTHING AND WORK OF THE PATIENTS

The clothing of the patients shall correspond to the different seasons, so as to enable them to go out every day as much as possible.

The work of the patients shall be of such a general nature as to assist in effecting their cure; *Les Sœurs* to have the profits from such work. Treatment by work or physical exercises shall be subject to the approval of the Superintendent.

*Article eight:*

## GUARDIANS

The guardians shall be sufficiently numerous, so that there shall not be on an average more than twelve patients confided to the care of each. Such guardians must know how to read, write and cipher.

*Article nine:*

## VISITS OF PHYSICIANS, INSPECTORS, ETC.

*Les Sœurs* shall give every possible facility to the Medical Director of Hospitals for the Insane, to the Superintendent and to the Visitors and Inspectors of Asylums, and shall afford them every assistance, so as to facilitate their labours and the performance of their duties.

*Article ten:*

## PRICE FOR MAINTENANCE OF EACH PATIENT

The Government undertakes to pay to *Les Sœurs*, at the office of the Treasurer of the Province of Quebec, a sum of two hundred dollars (\$200.00), per annum, per capita, for each patient they shall hereafter keep for the Government, and for the whole time only of such patient's confinement.

Such payments shall be effected by quarterly instalments, the first whereof shall be made on the first of April (1926), and the others every three months, without interruption, until the expiration of the present contract. The Government shall make monthly payments on account as at present. The annual sum, however, payable by the Government, shall never be less than that payable for the minimum number of patients fixed by the following article.

*Article eleven:*

## MINIMUM NUMBER OF PATIENTS

The Government undertakes to place and keep at all times for the period of this contract, under the care of *Les Sœurs*, at least two thousand five hundred (2,500) patients, and not over three thousand (3,000).

*Article twelve:*

## TRANSPORT OF PATIENTS

The patients so confided to the care and keeping of *Les*

*Sœurs* shall be transported to and delivered at the asylum, at the charge and expense of the Government or of the parties interested, saving the recourse of the Government against the persons, corporations or municipalities thereunto bound by law.

*Article thirteen:*

ESCAPE OF PATIENTS

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

*Article fourteen:*

NOTICE IN CASE OF ESCAPE

Whenever a patient shall escape or get away from the asylum, *Les Sœurs* shall give notice to the Provincial Secretary, in which notice they shall mention the name of such patient, the date of his escape, and that of his return or that he could not be found.

*Article fifteen:*

NOTICE IN CASE OF DEATH

In the event of the death of any patient, *Les Sœurs* shall give notice to the Provincial Secretary, which notice shall give the name of the patient and the date of his death.

*Article sixteen:*

INFORMATION TO BE GIVEN

*Les Sœurs* shall, as far as they can but without any legal obligation upon them and without incurring any liability for same, help the Superintendent, appointed by law as curator for the insane who are not specially provided with a curator, in his task by communicating to him all information in their possession. The same shall be done whenever the Superintendent has to settle cases of deportation or repatriation.

*Article seventeen:*

EMPLOYMENT OF POCKET-MONIES OF PATIENTS

Small sums found on patients or given to them as pre-

sents by relatives or friends during their internment at the hospital shall be used for their little pleasures; they shall be entered in a special book as well as the petty disbursements made by the patients out of such sums. Upon the death of the patient or upon his release from the asylum, the balance on hand shall be delivered to the official curator, namely, the Medical Superintendent.

*Article eighteen:*

#### BURIAL EXPENSES

At each quarterly payment, the Government shall pay to *Les Sœurs* an additional sum of five dollars, for burial and other funeral expenses of each patient deceased at the asylum during the quarter.

*Article nineteen:*

#### ADDITIONAL PAYMENTS

Besides the two hundred dollars mentioned in article ten of this contract, the Government undertakes to pay to *Les Sœurs* an annual amount of fifty-two thousand five hundred dollars (\$52,500.00), which is intended to pay the fees of physicians (except the Superintendent and Assistant-Superintendent) and of two secretaries, the cost of drugs, surgical, laboratory and office expenses, the board of house doctors and the meals of the physicians, etc.

*Article twenty:*

#### CONTRACT WITH MONTREAL UNIVERSITY

The Government hereby approves the contract entered into between *Les Sœurs de Charité de la Providence* and Montreal University.

*Article twenty-one:*

#### PROHIBITION TO TRANSFER CONTRACT

*Les Sœurs* shall not transfer this contract without an order of the Executive Council accepting such transfer.

*Article twenty-two:*

#### GENERAL PROVISIONS

As regards everything not specially mentioned and de-

terminated in the present contract, the parties shall refer to the law of the Province of Quebec governing the insane and asylums for the insane, and especially as regards the medical attendance and the powers and attributions of the Medical Director of Hospitals for the Insane, the Medical Superintendent, and the other physicians.

Such powers and attributions are, however, limited by the right possessed by the proprietors of managing their establishment insofar as regards order, discipline and economy, of directing their employees and of controlling all the expenditure, provided that the exercise of such right in no manner interferes with the medical mental, moral and physical treatment of the patients, as defined in article 4093 of the Revised Statutes (1909).

*Article twenty-three:*

#### RATIFICATION

The present contract must be ratified by an Act of the Legislature of the Province of Quebec at its next session.

The cost of this deed shall be paid by the Party of the First Part who shall furnish a certified copy to the Party of the Second Part.

#### WHEREOF ACTE:

PASSED in the city of Montreal, on the twenty-first day of December, nineteen hundred and twenty-five, under the number one thousand five hundred and thirty-two of the minutes of the undersigned Notary.

And after due reading hereof the parties have signed with and in presence of the said Notary.

(Signed) SEUR AMARINE, *Supr.-General*,  
 “ SEUR ANACLET, *Dep.-General*,  
 “ ATHANASE DAVID,  
 “ EMILE MASSICOTTE, *N. P.*

True copy of the original remaining in my office.

EMILE MASSICOTTE, *N. P.*

At a meeting of the Council of the Corporation of the *Communauté des Sœurs de Charité de la Providence*, specially called for the purpose, at which were present Sister Marie Herminie Mayer, *dite* Sister Amarine, Superior-General and President of the said Corporation, Sister Marie Julien, Sister Marie Alexandre, Sister Marie de Gethsé-

mani, General Assistants, Sister Jean de Canti, Secretary-General, Sister Anacllet, Depositary-General,

It was unanimously resolved:

That Sister Marie Herminie Mayer, *dite* Sister Amarine, Superior-General, and Sister Ernestine Wissell, *dite* Sister Anacllet, Depositary-General, of the said *Communauté des Sœurs de Charité de la Providence*, be authorized to sign a deed with the Government of the Province of Quebec, respecting St. Jean de Dieu Hospital, for a period of ten (10) years from the 1st of January next (1926), the whole subject to the charges, clauses and conditions agreed to with the Government and contained in a draft of deed made by Emile Massicotte, Notary, and approved by the Council of the Community.

DONE and passed at Montreal in the council-chamber of the members of the said Council, on the eleventh day of December, nineteen hundred and twenty-five.

(Signed) SŒUR AMARINE, *Supr.-General*,  
 “ SŒUR JEAN DE CANTI, *Sec.-Genl.*

(SEAL)

True extract from the minute-book.

(Signed) SŒUR JEAN DE CANTI, *Sec.-Genl.*

This is the certified copy of a resolution of the Council of the Corporation of the *Communauté des Sœurs de Charité de la Providence*, of the eleventh of December, nineteen hundred and twenty-five, mentioned in a deed of agreement passed between the Government of the Province of Quebec and the said *Communauté des Sœurs de Charité de la Providence*, before Emile Massicotte, Notary, on the twenty-first day of December, nineteen hundred and twenty-five, which will remain annexed to the original of said deed of agreement to form part thereof, having been signed *ne varietur* by the parties hereto with and in presence of said Notary.

(Signed) SŒUR AMARINE, *Supr.-Genl.*,  
 “ SŒUR ANACLET, *Dep.-Genl.*,  
 “ ATHANASE DAVID,  
 “ EMILE MASSICOTTE, *N. P.*

True copy,

EMILE MASSICOTTE, *N. P.*

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COPY of the report of a committee of the Honourable Executive Council, dated the 16th of December, 1925, approved by the Administrator, on the 17th of December, 1925.

CONCERNING A CONTRACT BETWEEN the Government of the Province of Quebec and *Les Sœurs de Charité de la Providence*.

2106

The Honourable the Provincial Secretary, in a memorandum, dated the 16th of December, 1925, recommends that he be authorized to sign, for and in the name of the Province of Quebec, the contract, a draft whereof is annexed to the aforesaid memorandum, being a contract between the Government of the Province of Quebec and *Les Sœurs de Charité de la Providence*, for the internment of the insane in St. Jean de Dieu Hospital.

Certified,

(Signed) A. MORISSET,  
*Clerk, Executive Council.*

This is the certified copy of the Order-in-Council mentioned in a deed of agreement between the Government of the Province of Quebec and the *Communauté des Sœurs de Charité de la Providence*, passed on the twenty-first day of December, nineteen hundred and twenty-five, under the number 1532 of the minutes of Emile Massicotte, Notary, and annexed to the said deed of agreement after being signed *ne varietur* by the parties hereto with and in presence of the said Notary.

(Signed) SŒUR AMARINE, *Supr.-Genl.*,  
“ SŒUR ANACLET, *Dep.-Genl.*,  
“ ATHANASE DAVID,  
“ EMILE MASSICOTTE, *N. P.*

True copy,

EMILE MASSICOTTE, *N. P.*

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## SCHEDULE B

ON the twenty-third of December, in the year nineteen hundred and twenty-five.

BEFORE the undersigned, JOSEPH ROMUALD CRÉPEAU, Notary, for the Province of Quebec, residing and practising in the city of Montreal;

## CAME AND APPEARED

LA COMMUNAUTÉ DES SŒURS DE CHARITÉ DE LA PROVINCE, a legally constituted religious corporation, having its chief place of business in the city of Montreal, hereto represented by Sister Marie Herminie Mayer *dite* Sœur Amarine, Superior-General, and Sister Ernestine Wissell *dite* Sœur Anaclet, Depositary-General of said Community, authorized for the purposes hereof by a resolution of the council of said corporation, dated twenty-ninth of March, nineteen hundred and twenty-four, a certified copy whereof remains annexed to the original of these presents after having been acknowledged as correct and signed *ne varietur* by the parties and the undersigned Notary; hereinafter called "the Community"

## AND

MONTREAL UNIVERSITY, a body legally incorporated, having its chief place of business in the city of Montreal, herein represented by the Faculty of Medicine, and acting by *Monseigneur* André Vincent Joseph Piette, Rector, and Doctor Louis de Lotbinière-Harwood, Dean of the Faculty of Medicine, under resolutions of the Executive Committee of the University and of the Commission on Studies, dated the twenty-seventh of March, nineteen hundred and twenty-four, certified copies whereof are annexed to the original of these presents, after having been acknowledged as correct and signed *ne varietur* by the parties and the undersigned Notary; hereinafter called "the University";

WHO HAVE, for the purposes of this contract, stated as follows:

I. The Community is owner of a hospital for the insane, known as St. Jean de Dieu Hospital and has itself provided the medical service of such hospital since its founding;

II. It has been asked to apply to Montreal University to join it in providing for the medical service of said hospital;

III. It has so applied to Montreal University, and the latter, pleased to utilize for the benefit of its students the field of study presented by so great a hospital organized as is St. Jean de Dieu, has accepted the proposal;

THE FOREGOING being set down the parties covenant as follows:

1. Montreal University, through its Faculty of Medicine, undertakes to provide physicians to perform the medical services in St. Jean de Dieu Hospital, under the authority of the Superintendent, exercised in accordance with articles 4088 and following of the Revised Statutes of the Province of Quebec, 1909; and in conformity with the contract entered into between the Government and the Community;

2. The Superintendent and Assistant-Superintendent shall be appointed by the Lieutenant-Governor in Council, but selected from the physicians proposed by Montreal University and accepted by the Community;

3. Montreal University shall provide for St. Jean de Dieu Hospital the number of competent physicians deemed necessary for the proper working of the hospital;

4. Montreal University shall also provide a pathologist, a dentist, a surgeon, an oto-rhino-laryngo-ophthalmologist, a dermatologist, a radiologist and a neurologist, so as to meet the requirements of these different services;

5. It is agreed that none of the physicians mentioned in the above clauses 3 and 4 shall be appointed without being previously accepted by the Community;

6. It is also agreed that Montreal University shall give preference to the physicians now attached to St. Jean de Dieu Hospital;

7. It is likewise understood that if any of the physicians provided by the University and accepted by the Community does not give satisfaction, the Community after arranging with the University shall be entitled to dismiss him; and the University shall have the same right and privilege, after an understanding with the Community;

8. The salaries of all such physicians, save that of the Superintendent and Assistant-Superintendent, shall be paid by the Community;

9. Montreal University shall continue, as in the past, to use the clinics of St. Jean de Dieu Hospital for the instruction of its students;

10. This agreement shall be in force for a period of ten years from the first of January next (1926);

11. In virtue hereof and by mutual consent, all previous agreements shall be considered as null and of no effect.

DONE at Montreal, under the number four thousand two hundred and three of the minutes of the undersigned Notary.

AND after due reading hereof, the parties have signed with me, Notary.

(Signed) SŒUR AMARINE, *Sup.-Genl.*,  
 “ SŒUR ANACLET, *Dep.-Genl.*,  
 “ MGR. A. V. J. PIETTE, P. A., *Rector*,  
 “ L. DE L. HARWOOD, *Dean*,  
 “ J. R. CRÉPEAU, *Notary*.

True copy of the original remaining in my office.

J. R. CRÉPEAU, *Notary*.

EXTRACT from the minutes of the 33rd meeting of the Commission on Studies of Montreal University, held on Thursday, 27th of March, 1924, in the office of *Monseigneur* the Rector, at 4 o'clock in the afternoon.

CONTRACT WITH ST. JEAN DE DIEU

After explanations by Dr. L. de Lotbinière-Harwood, the Commission on Studies approves the contract to be entered into between Montreal University and St. Jean de Dieu Hospital, for the scientific direction and the appointment of physicians of such Hospital.

Certified correct,

(Signed) EDOUARD MONTPETIT,  
*General Secretary*.

Annexed to minute No. 4203 of J. R. Crépeau, Notary, on this day, acknowledged correct and signed *ne varietur* by the parties to this deed and the undersigned Notary.

Montreal, twenty-third of December, nineteen hundred and twenty-five.

(Signed) SŒUR AMARINE, *Supr.-Genl.*,  
 “ SŒUR ANACLET, *Dep.-Genl.*,  
 “ MGR. A. V. J. PIETTE, P. A., *Rector*,  
 “ L. DE L. HARWOOD, *Dean*,  
 “ J. R. CRÉPEAU, *Notary*.

True Copy,  
 J. R. CRÉPEAU, *Notary*.

EXTRACT from the minutes of the 93rd meeting of the Executive Committee of Montreal University, held on Friday, 28th of March, 1924, in the office of *Monseigneur* the Rector, at 4 o'clock in the afternoon.

“Upon the favourable report of the Commission on Studies, the Committee authorizes *Monseigneur* the Rector and Doctor L. de Lotbinière-Harwood, Dean of the Faculty of Medicine, to sign, on behalf of Montreal University, a contract with St. Jean de Dieu Hospital for the scientific direction and the appointment of physicians of such Hospital.”

Certified correct,

(Signed) EDOUARD MONTPETIT,  
*General Secretary.*

Annexed to the minute No. 4203 of J. R. Crépeau, Notary, this day, and acknowledged as true and signed *ne varietur* by the parties to this deed and the undersigned Notary.

Montreal, twenty-third of December, nineteen hundred and twenty-five.

(Signed) SŒUR AMARINE, *Sup.-Genl.*,  
“ SŒUR ANACLET, *Dep.-Genl.*,  
“ MGR. A. V. J. PIETTE, P. A., *Rector*,  
“ L. DE L. HARWOOD, *Dean*,  
“ J. R. CRÉPEAU, *Notary*.

True Copy,  
J. R. CRÉPEAU, *Notary*.

At a meeting of the Council of the Corporation of the “*Communauté des Sœurs de Charité de la Providence*”, specially convened for the purpose, at which were present: Sister Marie Herminie Mayer, *dite* Sœur Amarine, Superior-General and President of the said Corporation, Sister Joseph Calazance, Sister Marie Julien, Sister Marie Alexandre, Sister Marie de Gethsémani, General Assistants, Sister Jean de Canti, Secretary-General and Sister Anaclet, Depositary-General.

A draft of a contract was submitted, being between Montreal University and the said Community respecting the relations of the Faculty of Medicine with St. Jean de Dieu Hospital, and after consideration and examination of the articles of the contract, it was unanimously resolved that Sister Marie Herminie Mayer, *dite* Sœur Amarine, Superior-General of this Community, and Sister Ernestine

Wissell, dite Sœur Anaclet, Depositary-General, be authorized on behalf of the Community to sign the contract as drafted and to agree to the clauses and conditions which they shall deem expedient according to the directions already received from the Council.

DONE and passed, at Montreal, in the council-chamber of the members of said Council, this twenty-ninth day of March, nineteen hundred and twenty-four.

(Signed) SŒUR AMARINE, *Supr.-Genl.*,  
 “ SŒUR JEAN DE CANTI, *Sec.-Genl.*

True extract from the minute-book.

(Signed) SŒUR JEAN DE CANTI, *Sec.-Genl.*

Annexed to minute No. 4203 of J. R. Crépeau, Notary, this day, acknowledged as true and signed *ne varietur* by the parties to this deed and the undersigned Notary.

Montreal, the twenty-third of December, nineteen hundred and twenty-five.

(Signed) SŒUR AMARINE, *Supr.-Genl.*,  
 “ SŒUR ANACLET, *Dep.-Genl.*,  
 “ MGR. A. V. J. PIETTE, P. A., *Rector*,  
 “ L. DE L. HARWOOD, *Dean*,  
 “ J. R. CRÉPEAU, *Notary*.

True Copy,

J. R. CRÉPEAU, *Notary*.

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