



CHAPTER 9

An Act to ratify the contract between the Government and *Les Sœurs de la Charité de Québec* respecting the care, custody and maintenance of feeble-minded and idiots, the trust deed and a certain deed of transfer between the said *Sœurs de la Charité* and The Sun Trust Company, Limited

[Assented to, the 24th of March, 1926]

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

1. The following deeds and contract (reproduced as Ratifications:
schedules 1, 2 and 3 of this act):

1. Contract respecting the custody, care and maintenance of feeble-minded and idiots in *L'Ecole Lajemmerais*, Jan. 30th, 1926, between the Provincial Gov. and *Les Sœurs de la Charité de Québec*; Contract of Jan. 30th, 1926, between the Provincial Gov. and *Les Sœurs de la Charité de Québec*;

2. The deed of transfer of a certain portion of the annual grant due and payable by the Government to *Les Sœurs de la Charité* under the terms of the above-mentioned contract, which deed of transfer was passed on the first of February, one thousand nine hundred and twenty-six, before Adolphe Labrègue, Notary, under number six thousand one hundred and nine of his minutes, by *Les Sœurs de la Charité de Québec* in favour of The Sun Trust Company, Limited; Deed of transfer, of February 1st, 1926, by *Les Sœurs de la Charité de Québec* to The Sun Trust Co., Ltd.;

3. The trust deed passed on the twenty-third of December, one thousand nine hundred and twenty-five, before Adolphe Labrègue, Notary, under number six thousand and eighty-two of his minutes, between *Les Sœurs de la Charité de Québec* and The Sun Trust Company, Limited, and the Trust deed of Dec. 23rd, 1925, between *Les Sœurs de la Charité de Québec*, The

Sun Trust
Co., Ltd.,
and Prov.
Govt.

Government of the Province of Quebec intervening to ratify
a certain transfer contained in said deed,—
Are approved and ratified.

Coming into
force.

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

SCHEDULE 1

ON the thirtieth day of January, one thousand nine hundred and twenty-six,

Before ADOLPHE LABRÈQUE, Notary Public for the Province of Quebec, residing and practising at Quebec,

CAME AND APPEARED:

HIS MAJESTY THE KING, herein represented by the Honourable ATHANASE DAVID, of the city of Montreal, advocate, King's Counsel and Secretary and Registrar of the Province of Quebec, to the effect hereof authorized by an order of the Lieutenant-Governor of the Province of Quebec, in Council, No. 23, dated the seventh day of January, one thousand nine hundred and twenty-six, approved on the next day by His Honour the Lieutenant-Governor, a copy whereof is annexed to the original minute of these presents,

AND

LES SŒURS DE LA CHARITÉ DE QUÉBEC, a body politic and corporate, having its chief place of business in the City of Quebec, herein represented by Dame Clara Deschênes, of the City of Quebec, in religion Sister Ste. Christine, Superior General of *Les Sœurs de la Charité de Québec*, specially authorized for the purposes of the present deed by a resolution of the Council of *Les Sœurs de la Charité*, dated the twenty-sixth day of January, one thousand nine hundred and twenty-six, a copy of which authorization has been annexed to the original minute of the present deed, after having been acknowledged by Sister Ste. Christine and signed this day by her and by the undersigned notary.

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 feeble-minded, idiots, etc., in *L'Ecole Lajemmerais*".

II

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 "*Les Sœurs de la Charité de Québec*", the other party to this contract;
- c. The expression "Patients" means the idiot and weak-minded persons of both sexes confided to *Les Sœurs*;
- d. The expression "Asylum" or "Hospital", applies to "*L'Ecole Lajemmerais*";
- e. The expression "Guardians" comprises female guardians both religious and lay;
- f. The expression "Physicians" means the physicians (except the Superintendent) appointed by Laval 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.

III

CARE AND MAINTENANCE OF THE PATIENTS

Les Sœurs oblige themselves towards the Government, for the term of twenty-six years, computed from the fifteenth of January instant (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 the attendance of competent physicians and to improve 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.

IV

FOOD, ETC.

The food and clothing given, as well as the beds and bedding 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*, under their other contracts with the Government.

V

TREATMENT TO BE GIVEN

Les Sœurs undertake to give to the patients, who shall 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 their other contracts with the Government.

Les Sœurs further undertake to improve the manner of keeping their asylum generally, as science and experience discover improvements to be made in the treatment of idiots and feeble-minded persons, etc.; subject nevertheless to that which is set forth in the following clause.

VI

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 (III), four (IV), five (V), seven (VII), and eight (VIII) 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.

VII

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 under the direct supervision of the Superintendent.

VIII

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. These guardians must know how to read, write and cipher, and be not less than twenty-one nor more than sixty-five years of age, and shall follow the instructions of the Superintendent. The latter provisions shall not apply to guardians actually employed and who are deemed efficient by the Superintendent.

IX

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.

X

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, 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 fifteenth of April next (1926), and the others every three months, without interruption, until the expiration of the present contract. 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.

XI

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 five hundred patients.

XII

SERVICES OF CHAPLAINS

The services of the resident chaplains shall be paid for by *Les Sœurs*.

XIII

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.

XIV

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.

XV

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.

XVI

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.

XVII

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 idiots, feeble-minded, etc., 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.

XVIII

BURIAL EXPENSES

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

XIX

PROHIBITION TO TRANSFER CONTRACT

Les Sœurs shall not transfer this contract without an order of the Lieutenant-Governor in Council accepting such transfer.

XX

GENERAL PROVISIONS

As regards everything not specially mentioned and determined in the present contract, the parties shall refer to the law of the Province of Quebec governing the insane, idiots and feeble-minded and asylums for the insane, idiots, feeble-minded, 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 chapter 190 of the Revised Statutes of Quebec.

XXI

RATIFICATION

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

WHEREOF ACTE:

PASSED in Quebec, under the number six thousand one hundred and five of the minutes of the undersigned Notary.

And after due reading hereof the parties have signed with me the said Notary.

(Signed) ATHANASE DAVID,
“ SR. C. DESCHÈNES, dite STE. CHRISTINE,
Supr. Genl.
“ AD. LABRÈQUE, N. P.

True copy of the original remaining in my office.

AD. LABRÈQUE, N. P.

COPY of the report of a committee of the Honourable Executive Council, dated the 7th of January, 1926, approved by the Lieutenant-Governor on the 8th of January, 1926.

No. 23.

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

The Honourable the Provincial Secretary in a memorandum, dated the 7th of January, 1926, recommends that he be authorized to sign, for and in the name of the Government, a contract to be entered into between the Government of the Province of Quebec and *Les Sœurs de la Charité de Québec*, for the care, custody and maintenance of the feeble-minded and idiots in the new hospital, the construction whereof is to be begun immediately, which contract shall be ratified by the Legislature.

Certified,

[SEAL] (Signed) A. MORISSET,
Clerk, Executive Council.

True Copy,

AD. LABRÈQUE, N. P.

SŒURS DE LA CHARITÉ DE QUÉBEC

AT A MEETING of the Council of *Les Sœurs de la Charité*, held at Quebec, on the twenty-sixth of January, one thousand nine hundred and twenty-six.

IT WAS moved and unanimously resolved:

That DAME CLARA DESCHÈNES, *dite* Ste. Christine, Superior-General of *Les Sœurs de la Charité de Québec*, be authorized to sign a contract with the Government of the Province of Quebec respecting *l'Ecole Lajemmerais*, for a period of twenty-six years from the fifteenth of January, one thousand nine hundred and twenty-six, subject to the charges, clauses and conditions agreed upon with the Government and contained in a draft-deed made by AD. LABRÈQUE, Notary, and approved by the council of the Community.

(Signed) SR. G. LEBLANC, *dite* SAINTE LUTGARDE,
1st Councillor,
“ SR. E. GAGNÉ, *dite* SAINT THÉOPHILE,
2nd Councillor,
“ SR. M. A. DEMERS, *dite* SAINT HONORÉ,
Hospitaller.

Certified Copy,

(Signed) SR. SAINTE LUTGARDE, *Sec.*

This is the certified copy of the resolution of the Council of *Les Sœurs de la Charité de Québec* mentioned in a contract between the said *Sœurs de la Charité de Québec* and the Government of the Province of Quebec before the undersigned notary on this day, which resolution I acknowledge to be correct.

Quebec, 30th January, 1926,

(Signed) SR. C. DESCHÈNES, *dite* SAINTE CHRISTINE
Supr. Genl.,
“ AD. LABRÈQUE, *N. P.*

True Copy,

AD. LABRÈQUE, *N. P.*

SCHEDULE 2

ON the first day of February, in the year one thousand nine hundred and twenty-six.

Before ADOLPHE LABRÈQUE, Notary Public for the Province of Quebec, residing and practising at Quebec,

CAME AND APPEARED:

LES SŒURS DE LA CHARITÉ DE QUÉBEC, a legally constituted corporation having its chief place of business in the city of Quebec, herein represented by the Reverend Sister Marie Emma Sirois, *dite* Sainte Théodore, Depositary-General of said corporation, and the Reverend Sister Malvina Dagneau *dite* St. Calixte, Superior of St. Michel Archange Hospital, duly authorized for the purpose, hereafter called

Party of the First Part;

AND

THE SUN TRUST COMPANY LIMITED, a body politic and corporate, having its chief place of business in the city of Montreal, hereto represented by the Honourable Antonin Galipeault and Mr. J. Alphonse Fugère, both of the city of Quebec and respectively vice-president and assistant-treasurer of the said corporation, duly authorized for the purpose hereof, hereinafter called

Party of the Second Part;

Which parties have covenanted as follows:

The party of the first part cedes and transfers to the party of the second part, accepting thereof, the yearly sum of twenty-seven thousand five hundred dollars (\$27,500.00) to be taken out of the annual grant due and payable to it by the Government of the Province of Quebec, under the terms of a deed of agreement passed before Ad. Labrèque, notary, on the thirtieth of January, one thousand nine hundred and twenty-six, which sum of twenty-seven thousand five hundred dollars is to be paid in half-yearly payments of thirteen thousand seven hundred and fifty dollars (\$13,750.) each, on the fifteenth of January and fifteenth of July in each year during twenty-six years computed from the fifteenth of January instant (1926).

This transfer is made for the purpose of securing to the party of the second part the payment of the interest and

capital of an issue of debentures for an amount of five hundred and fifty thousand dollars (\$550,000.00) by the party of the first part in favour of The Sun Trust Company, Limited, as trustee, as appears by a deed of trust, before the undersigned notary, dated twenty-third of December one thousand nine hundred and twenty-five.

Came and intervened in the present deed the Government of the Province of Quebec, hereto represented by Mr. C. Joseph Simard, of Quebec, advocate, and Assistant Provincial Secretary, duly authorized for the purposes hereof, who, after having had communication of the present transfer, declared to accept same and to be sufficiently notified, and to undertake to pay to The Sun Trust Company Limited the said yearly sum of twenty-seven thousand five hundred dollars, in accordance with the conditions above established.

WHEREOF ACTE at Quebec, under the number six thousand one hundred and nine of the minutes of the undersigned notary.

And the parties have signed with me, the said notary after due reading hereof.

(Signed) SR. M. E. SIROIS, *dite* SAINTE THÉODORE,
Depty.
“ SR. M. DAGNEAU, *dite* SAINT CALIXTE,
“ C. J. SIMARD, *Assist. Sec.*
“ J. ALPH. FUGÈRE,
“ ANTONIN GALIPEAULT,
“ AD. LABRÈQUE, *N. P.*

True copy of the original remaining in my office.

AD. LABRÈQUE, *N. P.*

SCHEDULE 3

On the twenty-third of December in the year one thousand nine hundred and twenty-five.

Before ADOLPHE LABRÈQUE, Notary Public for the Province of Quebec, residing and practising at Quebec,

CAME AND APPEARED:

“LES SŒURS DE LA CHARITÉ DE QUÉBEC”, a legally constituted corporation having its chief place of business in

the city of Quebec, hereinafter called "the corporation" and herein represented by the Reverend Sister Marie Emma Sirois, *dite* Ste. Théodore, Depositary-General of the said corporation, and the Reverend Sister Malvina Dagneau, *dite* St. Calixte, Superior of St. Michel Archange Hospital, duly authorized hereto under a by-law passed at a meeting of the members of said corporation held in Quebec on the eighth of December, one thousand nine hundred and twenty-five, a certified copy whereof has been annexed to these presents as Schedule A.

Party of the First Part;

AND

"THE SUN TRUST COMPANY LIMITED", a legally constituted corporation having its chief place of business in the city of Montreal, hereinafter called the "fiduciary", herein represented by the Honourable Antonin Gali-peault and Mr. J. Alphonse Fugère, both of the city of Quebec and respectively vice-president and assistant-treasurer of the said corporation, duly authorized for the purposes hereof by a resolution passed at a meeting of the executive committee of the said corporation, held in Montreal, on the third of December instant (1925) whereof a certified copy has been annexed hereto as Schedule "B".

Party of the Second Part;

THE CORPORATION DECLARES:

That it was duly incorporated by the Act of the Province of Quebec, 16 Victoria, chapter 264;

That the meetings mentioned in the annexed schedules were duly held, and the by-laws and resolutions mentioned therein were regularly adopted.

Accordingly, the parties hereto have covenanted as follows:

ARTICLE I

INTERPRETATIVE CLAUSES

In this deed, the titles, subtitles or marginal notes shall not affect the interpretation of the context, and, unless inconsistent with the context and the subject, the following words and expressions shall be interpreted as follows:

1. "FIDUCIARY DEED" shall mean the present deed, and includes any supplementary deed, and is equivalent to the statutory expression "Trust Deed", and shall mean the same thing; and "Fiduciary" is equivalent to "Trustee" and means the same thing.

2. "BOND" means the bonds issued by the corporation under this deed, and the interim certificates mentioned herein, and if a portion of the bonds have been paid, the word "Bonds" means the bonds outstanding.

3. "HOLDER OF BONDS" or the word "Holder", respecting registered bonds, means any person whose name is then entered in the register kept for that purpose, and, respecting bonds which are not registered, the then holder of the said bonds, and includes also the holder of the certificate taking the place of bonds under the terms of paragraph 10 of article II hereinafter.

4. "COUPON" means the interest coupon.

5. "INTEREST" in connection with the bonds or coupons, means accrued interest.

6. "BONDHOLDER" means holder of bonds, including the holder of the coupons, if the context permits of this, as well as the holder of the certificate mentioned in paragraph 10 of article II hereafter, and when meetings of the bondholders are concerned, the word "BONDHOLDER" means the bondholders present or represented by proxy.

7. "ASSIGNMENT AND TRANSFER" means the assignment or transfer effected by this deed.

8. "RIGHTS ASSIGNED AND TRANSFERRED", means the rights mentioned and described in this deed, and transferred by the corporation to the fiduciary.

9. "INCIDENTALS" means and includes interests, costs, expenses and disbursements which the fiduciary may make or incur under this deed and any remuneration to which it is entitled.

10. Every mandatary appointed according to the provisions of this deed shall be entitled to appoint another in his place with the same powers.

11. Any word written in the singular shall also include the plural and *vice versa*, and any word written in the male gender, shall also include the female, and any word meaning persons shall also include firms, companies or corporations and *vice versa*.

ARTICLE II

BONDS

1. The bonds which are the object of this deed of trust are those which will be issued by the corporation as indic-

ated in schedule "A" for the amount of five hundred and fifty thousand dollars (\$550,000.00), divided into denominations of one hundred, five hundred and one thousand dollars, with interest at the rate of five per cent (5%) per annum, payable half-yearly, on the fifteenth of January and fifteenth of July of each year. These bonds shall bear date the fifteenth of January, nineteen hundred and twenty-six, and shall be drawn up as indicated in schedule "C"; they shall be signed by the Depositary-General of the corporation and the Superior of the St. Michel Archange Hospital, and the interest coupons need only bear the printed, engraved or lithographed signature of the Superior of the St. Michel Archange Hospital.

2. No bond shall bind the corporation unless it bears the certificate of the fiduciary, according to the text given in schedule "C" or an equivalent. Such certificate shall be proof that the bond is part of the issue now in question, and that the holder is accordingly entitled to the benefit resulting from this deed.

3. All bonds hereby secured shall rank equally, *pari passu*, without preference one over the other, save as concerns their respective dates of maturity.

4. The bonds shall be immediately prepared and signed by the Depositary-General and the Superior of the St. Michel Archange Hospital and delivered to the fiduciary to have its certificate placed thereon, and delivered by the latter to whomsoever is entitled thereto, by resolution of the corporation.

5. Upon the application of the corporation, established by resolution of the council, and until the bonds are ready to be delivered, the fiduciary may issue one or more interim certificates, representing the total or partial value of the bonds. Such certificates shall entitle the holder to receive bonds corresponding to the value thereof, as soon as they are ready for delivery. They shall enjoy all the benefits of the hypothec, pledge and security, and all other benefits under this deed and shall be cancelled as soon as the exchange has been made.

6. The bonds may be sold at the price determined by the council of the corporation, or given in pledge or transferred as security, or otherwise disposed of as the council may deem proper in the interest of the corporation; and when such bonds, in whole or in part, having been given in pledge or transferred as security, or having been delivered by the corporation under reserve of its right of ownership or of a right to get back or redeem, shall return into the possession and full ownership of the corporation, they shall remain in force unless the council of the corporation decides

otherwise; and the corporation may then issue or re-issue or cancel and destroy them and replace them by new bonds of the same form and tenor, and dispose of them in accordance with the provisions of this deed.

7. The corporation shall keep in the office of the fiduciary a register to enter the bonds. The method of transfer shall be that indicated on the back of the bond as mentioned in schedule "C". The cost of the registration and transfer shall be paid to the fiduciary by the holder of the bond, but shall not exceed fifty cents for the registration or transfer of each bond.

8. The corporation shall also keep in the office of the fiduciary a register in which are entered the name, occupation and address of any bondholder who applies therefor. Any notice required under this deed shall be made to him by registered letter to the address so entered in the register. As to those whose address has not been so entered, a notice inserted twice a week for two consecutive weeks, in two daily newspapers, one in the French language and the other in the English language, both published at the chief place of business of the corporation, or, if there be no newspapers published at that place, at the nearest place will suffice.

9. In the event of bonds or coupons being mutilated, lost or destroyed, the corporation and the fiduciary may replace them, upon exacting from the person who applies for the same, such proof, security, or indemnification as they may judge expedient.

10. The corporation or the fiduciary for any purpose whatsoever, except where payment of the bond is concerned, may deal with the registered holder of a bond without requiring the production of such bond, but if a non-registered bond is concerned, the corporation or the fiduciary may exact the production of the bond, or the certificate of a bank, or of a trust company or of a corporation acceptable to it, declaring that the holder of such certificate is holder of the bonds mentioned therein, and that such bonds have been deposited with it, and will remain so on deposit as long as the certificate has not been handed back to it. The holder of such certificate shall be entitled to take part in and vote at meetings of bondholders.

ARTICLE III

TRANSFER AND HYPOTHEC

In consideration hereof and in order to equally and proportionally secure the payment of the bonds the principal whereof amounts to five hundred and fifty thousand dollars

(\$550,000.00) as well as payment of the interest, costs, expenses and other incidentals, as hereinafter provided, and to assure the performance of all the conditions and covenants contained in this deed, the corporation hereby assigns and transfers, pledges and mortgages, for all legal intents, irrevocably to the fiduciary, accepting thereof for the bondholders and their benefit and advantage, all rights which have devolved upon the corporation or which it may have in virtue of the order-in-council No. 1944, dated twentieth of November, one thousand nine hundred and twenty-five, by which the Government of the Province of Quebec undertakes to pay to the corporation during twenty-six years the sums necessary to meet the interest and sinking-fund on an amount of five hundred and fifty thousand dollars (\$550,000.00), bearing interest at five per cent (5%), as appears by schedule "D" hereto annexed to form part hereof. The corporation agrees that the grants and payments to be made to it under the aforesaid order-in-council shall be made, as aforesaid, to the fiduciary, and the corporation hereby assigns and transfers, pledges and mortgages the said payment and sums of money or advances, as aforesaid.

The corporation further pledges and hypothecates to the fiduciary all the moveable property which will be in the building it intends to erect in the hereinafter described immoveable property.

The corporation further declares that it hypothecates, pledges and mortgages in favour of the fiduciary, thereof accepting for the bondholders and their benefit and advantage, the immoveables hereinafter described, to wit:

A certain land situated in the *Fief Madriel* or *Grand Pré*, in the parish of Beauport, in the county of Quebec, the said land now situated in the parish of Giffard, county of Quebec, of irregular shape, being lot number seven hundred and thirty-five (735) of the official cadastre of the parish of Beauport, in the county of Quebec, or lot number seven hundred and thirty-five (735) on the plan and book of reference of the cadastre for the county of Quebec, of the first range of the parish of Beauport, in the county of Quebec; bounded on the northwest by the Petit-Village road; on the southeast by the properties mentioned in said cadastral plan and book of reference as being Nos. 731, 732, 733, 736 and 737; on the southwest by the road adjoining the property mentioned in said cadastral plan and book of reference as being No. 739, and on the northeast by the property No. 730 of said cadastral plan and book of reference; said property measuring three arpents, one perch and nine feet in width by five perches in depth and containing an area of seventeen arpents, thirty-two perches and one hundred and sixty-two feet, without warranty as to exact measure-

ment and as the whole now is, with the house, barns and other buildings thereon erected and to be erected, appurtenances and dependencies.

Saving that there is to be deducted from the above described property the part sold to the Canadian Northern Quebec Railway.

ARTICLE IV

OBLIGATIONS OF THE CORPORATION

The corporation hereby undertakes in favour of the fiduciary and of the bondholders:

a. To give the beneficiary all the information he may ask for and to keep proper books of account and as deemed necessary by the fiduciary;

b. To have the present deed registered if required by the fiduciary as well as any other deeds necessary to give full force and effect to these presents;

c. To maintain and respect the securities created by this deed and not to suffer or allow them to be altered or reduced;

d. To pay to the fiduciary the fees required by the latter as well as the costs and disbursements it may deem proper to make or incur in the execution hereof;

e. To pay the amount of the principal and interest of the bonds on the dates, at the places and in the manner mentioned in this deed and in the bonds and coupons, and to immediately deliver to the fiduciary for cancellation, the bonds and coupons so paid;

f. When requested by the fiduciary, to make all deeds and sign all contracts and documents required by it and to do everything necessary for the execution of the present deed and to give effect thereto.

ARTICLE V

POWERS OF THE FIDUCIARY

1. The fiduciary may, with regard hereto, act by a mandatory, or in accordance with the opinion of an advocate, notary, assessor, surveyor, broker, accountant or other expert, whether consulted by it or by the corporation. Any opinion of the kind may be sent or obtained by letter, telegram, cablegram or telephone message without responsibility for mistakes or want of authenticity.

2. The fiduciary may deposit the bonds or other docu-

ments or titles respecting the property of the corporation in a safe or other place selected by it and shall be in noway responsible for losses incurred through such deposit.

3. The party of the second part may cease to act as fiduciary after having given previously thirty days' notice in writing to the corporation of its intention so to do, and in such case the corporation, acting through its council, may select and appoint another trust company or another person in the place and stead of the party of the second part, and, if the corporation fails to appoint a substitute within a delay of eight days, twenty-five per cent of the bondholders may choose and appoint one at a meeting called for the purpose. The meeting may be called in the manner mentioned in article VI hereafter. The new fiduciary, when appointed, shall be duly substituted to the present fiduciary, and shall have all the rights and be subject to all the obligations of the said present fiduciary, and in particular shall be entitled, for the benefit of the bondholders, to receive the payments of the sums which the Government of the Province of Quebec has to pay under the aforesaid order-in-council No. 1944, of the twentieth of November, one thousand nine hundred and twenty-five (schedule "E");

4. On proof that all the bonds have been paid or redeemed or that their payment has been duly provided for in the manner herein mentioned, and upon payment of all costs and disbursements and of the remuneration due to the fiduciary, the latter shall, at the request and expense of the corporation, give it a final discharge, and the fiduciary may require a notarial minute to be made of the destruction of the bonds.

5. The fiduciary assumes no individual liability with respect to the execution of any of the obligations resulting from this deed or from the declarations and facts therein contained. For the purposes of this deed and execution of the powers, duties or obligations arising out of same, the officers, employees or representatives of the fiduciary shall be considered to be the employees of the corporation and to act under a mandate from the latter. In particular, the fiduciary, its officers and employees shall be in noway liable to any one, on account of the registering of bonds, their transmission or transport or transfer, or as to their regularity or authenticity or for any other reason.

ARTICLE VI

MEETING OF BONDHOLDERS

In the event of its being necessary to convene the bondholders to appoint a new fiduciary in the place of the pre-

sent fiduciary, the meeting shall be called and held in the following manner:

1. The meeting shall be held in the city of Quebec;
2. The meeting may be called by the fiduciary or by the corporation. After the delay stipulated in the third paragraph of Article V, it may also be called by the bondholders representing twenty-five per cent of the par value of the bonds;
3. The notice calling a meeting shall be given in the manner mentioned in paragraph eight of Article II above, mentioning the date, place and hour and object of the meeting. The first insertion of the notice in the newspapers shall be published twenty days at least before the date of the meeting;
4. The omission to address a notice of meeting to any bondholder or to several of them shall not invalidate the proceedings or decisions of the meeting;
5. The presence of bondholders representing fifty-one per cent (51%) of the par value of the bonds shall constitute a quorum; and in the event of such proportion of fifty-one per cent (51%) being made up or represented by a single bondholder, the word "meeting" for the purposes hereof, shall be considered as applying to such single bondholder, and his actions and decisions shall be carried out in the same manner as if there were actually a meeting of two or more persons;
6. The fiduciary may appoint a person, in writing, to preside over the meeting, but if such person is not present fifteen minutes after the hour fixed for the meeting, or refuses to act, the bondholders present or represented shall choose a chairman from among themselves. If thirty minutes elapse after the hour fixed for the meeting without there being a quorum, the meeting shall *ipso facto* be adjourned to the same day, or if that day is a non-juridical day to the following day, of the next week, at the same place and hour. The bondholders present or represented shall then form a quorum, except for the adopting of an extraordinary resolution.
7. The corporation and the fiduciary as well as their officers, administrators and legal advisers may attend the meetings of the bondholders;
8. The holder of a registered bond may, by a power of attorney bearing his signature and mentioning the series of which his bonds form part, their denomination and number, appoint anyone to replace him and vote in his stead at the meeting. If a bond is registered in the names of more than one person, one of them may, for the purpose of voting

at any meeting, act alone as if he were the sole holder. In the event of several wishing to act, he whose name is mentioned first in the register shall alone be entitled to vote, personally or by attorney;

9. In order to facilitate the meetings of bondholders without the production of the bonds, the corporation may, from time to time, make by-laws to provide for the depositing of the bonds in the hands of a bank or of a trust company or of a corporation acceptable to the fiduciary, for the issuing of the certificate mentioned in paragraph ten of article II above, and to allow the holder of such certificate to be present or represented at such meetings and take part in the decisions taken thereat. Such by-laws shall be approved by the fiduciary;

10. Any question submitted to the meeting, except an extraordinary resolution, may be decided by a standing vote, save the right of the chairman of the meeting or of bondholders holding bonds of a par value of at least ten per cent of the outstanding bonds, to require a vote by ballot. Each bondholder shall be entitled to one vote for each hundred dollars of the par value of the bonds held by him, and, in the event of a tie, the chairman shall have a deciding vote, in addition to his votes as a bondholder;

11. The bondholders, in addition to all their other powers, shall have those hereinafter enumerated:

a. The power to authorize any change or modification in this deed;

b. The power to revoke the appointment of the fiduciary and to select and appoint another trust company or any person to replace it;

12. The expression "extraordinary resolution" used in this deed means a resolution adopted by the bondholders or one of them representing at least fifty-one per cent (51%) of the par value of the bonds at a meeting duly called and held in accordance with the provisions of this deed;

13. An extraordinary resolution shall bind all the bondholders whether present or not at the meeting at which it was adopted;

14. At any meeting at which a vote by ballot is not required, the declaration of the chairman of the meeting that the resolution has been adopted or not shall be final.

The minutes of all meetings of bondholders shall be made and entered in a book kept for that purpose by the fiduciary and when signed by the chairman of the meeting shall be *prima facie* proof of their contents.

ARTICLE VII

PAYMENT AND EMPLOYMENT OF FUNDS

The issue shall be by series redeemable annually by the fiduciary to constitute the sinking-fund.

The annuity payable by the Government shall be eleven thousand dollars (\$11,000.00) or less for a period of not more than twenty-six years.

The corporation undertakes to pay each year to the fiduciary, on the fifteenth of January and July, a sum of thirteen thousand seven hundred and fifty dollars (\$13,750.00) representing the half yearly interest on an amount of five hundred and fifty thousand dollars (\$550,000.00), at the rate of five per cent (5%) per annum, with bank charges and the fees of the fiduciary for a period of twenty-six years.

The series of interest coupons shall continue to run for each bond for twenty-six years and those covering the period subsequent to the redemption of the bond by the fiduciary shall be kept by it on deposit, at the time of issuing, instead of being delivered to the purchaser of the bond.

When the interest is due on the interest coupon date, the latter shall be exchanged at a Canadian bank, and the proceeds thereof deposited in a savings account at 3% for the benefit of the sinking-fund and the amount arising therefrom as well as the annuity paid by the Government shall be employed yearly in the purchase of part of the issue, the whole as determined in the table annexed hereto as schedule "D".

ARTICLE VIII

GENERAL CLAUSES

1. Nothing contained in this deed shall prevent the amalgamation or merger of the corporation with another company or corporation, or a re-organization of the corporation, provided that in the event of amalgamation, merger or reorganization the new company shall bind itself for the payment of the bonds and incidentals and the performance of all the obligations of the corporation, in virtue hereof, and that in all cases the fiduciary has approved the amalgamation, merger or reorganization.

2. Proof of any demand or of any document may be made by producing a certificate from a notary to the effect that the person who signed the demand or document acknowledged to have signed it in his presence, or by an affidavit or statutory declaration of a witness whose name

appears on the demand or document, stating that the person in question signed it in his presence.

3. The corporation undertakes to execute, on demand, all and every the obligations incurred upon it in virtue of these presents, and it constitutes the fiduciary its irrevocable mandatary with power to execute, for and in its name, all such obligations.

4. The fiduciary, in concert with the corporation and without the consent or concurrence of the bondholders, alter the form and wording of the bonds, coupons and certificates if, in its opinion, it seems advantageous so to do to have the bonds quoted on the stock exchange, and provided that such alterations do not effect the substance and in noway prejudice the rights of the bondholders.

5. The fiduciary accepts the charge entrusted to it by this deed on the conditions mentioned therein.

ARTICLE IX

The following schedules are annexed to the present deed to form part thereof as if incorporated therein, after having been signed *ne varietur* by the parties and the undersigned notary, namely:

SCHEDULE "A" containing the by-law of the corporation authorizing the issue of the bonds.

SCHEDULE "B" containing a certified copy of a resolution passed by The Sun Trust Company, Limited, authorizing the Honourable Antonin Galipeault and Mr. J. Alphonse Fugère to sign the present fiduciary deed on behalf of the fiduciary.

SCHEDULE "C" containing the draft of the bonds and coupons, the text of the certificate from the fiduciary and of the certificate by the Assistant Provincial Secretary and a form with heading to be used for the registration of bonds.

SCHEDULE "D" contains a table showing the annuity, the investment of sinking-fund with interest in connection with such issue of bonds.

SCHEDULE "E" contains a copy of the Order-in-Council No. 1944, dated twentieth of November, one thousand nine hundred and twenty-five, concerning a loan effected by *Les Sœurs de la Charité de Québec* for charitable purposes and authorizing the Provincial Secretary to represent the Government of the Province in the fiduciary deed to be drawn up.

ARTICLE X

To these presents intervened the Government of the Province of Quebec, represented and acting by the Honourable Athanase David, in his capacity of Secretary of the Province of Quebec, authorized to do so by an Order-in-Council of the nineteenth of November, one thousand nine hundred and twenty-five, approved by His Honour the Lieutenant-Governor on the twentieth of November, one thousand nine hundred and twenty-five, copy whereof is hereto annexed as schedule "E", who acknowledged and accepted the transfer by the corporation to the fiduciary of all its rights, grants and sums payable under the aforesaid Order-in-Council, dated twentieth of November, one thousand nine hundred and twenty-five, and the Government undertakes, in favour of the fiduciary for the holders of the bonds, to pay to said fiduciary the sums which, under the aforesaid Order-in-Council, were to be paid to the corporation for the benefit and advantage of the bondholders.

Whereof Acte at Quebec, under the number six thousand and eighty two of the minutes of the undersigned notary.

And the parties have signed with me, notary, and in my presence after due reading.

(Signed) SR. SAINT CALIXTE, *née* Malvina Dagneau,
" SR. SAINTE THÉODORE, *née* M. E. Sirois, *Dpy.*
" C. J. SIMARD, *Assistant Provincial Secretary,*
" ANTONIN GALIPEAULT.
" J. ALPH. FUGÈRE,
" AD. LABRÈQUE, *N. P.*

True copy of the original remaining in my office.

AD. LABRÈQUE, *N. P.*

SCHEDULE A

LES SŒURS DE LA CHARITÉ DE QUÉBEC

MINUTES of a meeting of the members of this corporation held in Quebec, on the eight of December, nineteen hundred and twenty-five, at which all the members were present:

It was moved and unanimously resolved that the following by-law be adopted:

By-law authorizing an issue of bonds to the amount of

(\$550,000.00) five hundred and fifty thousand dollars, and creating hypothec, pledge and mortgage of certain property of the corporation, as security for the payment of said bonds; which issue is being made for the purpose of erecting a hospital to receive, keep and maintain feeble-minded persons, idiots, etc.

The corporation declares to have issued and hereby doth issue bonds for an amount of five hundred and fifty thousand dollars (\$550,000.00);

The said bonds shall be in denominations of one hundred dollars (\$100.00), five hundred dollars (\$500.00) and one thousand dollars (\$1,000.00), the number of each to be left to the discretion of the Depositary-General and of the Superior of the St. Michel Archange Hospital.

The corporation shall likewise issue one or more interim certificates for the whole or part of said bonds, which certificates will entitle the holders to obtain the regular bonds for a like amount when the latter are ready for delivery.

The said bonds shall be all dated the fifteenth of January, nineteen hundred and twenty-six, and be payable at the offices of *La Banque Canadienne Nationale*, in Quebec and Montreal, in twenty-six years from the date of their issue, according to the serial system, as the whole is set forth in a table which has been submitted to this meeting, and is hereby confirmed and ratified.

The said bonds shall bear interest at the rate of five per cent per annum, payable half-yearly, at the same offices, on the fifteenth of January and the fifteenth of July in each year, and coupons for the payment of the said interest shall be attached to each of said bonds and issued with it.

The said bonds shall be made redeemable, and each of them may be redeemed on the fifteenth of January and fifteenth of July of each year.

Each of said regular bonds or interim certificates shall be signed by the Reverend Sister Marie Emma Sirois, called Sainte Théodore, Depositary-General of the said corporation, and the Reverend Sister Malvina Dagneau, called Saint Calixte, Superior of the St. Michel Archange Hospital.

The coupons shall bear the signature of the Reverend Sister Saint Calixte, which signature may be engraved, lithographed or printed.

To secure the payment of said bonds in capital, interest, costs and incidentals, the corporation shall give in pledge and as security all the moveable property which it will possess, and which will be found in the building it intends to erect, and shall hypothecate lot number seven hundred and thirty-five (735), of the cadastre of the parish of Beauport, and a deed of trust shall be passed creating a fiduciary

for the holders of the said bonds, and establishing in favor of the said fiduciary, in its said capacity, a hypothec or pledge or security on the above described property, to guarantee the holders for the payment of the bonds which are issued, to the extent of the amount of five hundred and fifty thousand dollars (\$550,000.00), with interest and incidentals.

The choice of the fiduciary shall be made by Reverend Sisters Sainte Théodore and Saint Calixte, aforesaid. The latter are moreover authorized to issue the said bonds, and to execute and sign the said deed of trust, hypothec, pledge and security, on the conditions and stipulations they may deem reasonable for the corporation.

The signatures of the said Reverend Sisters Sainte Théodore and Saint Calixte on the bonds and to the deed of trust shall be, for the holders of said bonds, the fiduciary or any other person, incontestable proof that the said bonds are issued, and the said deed of trust entered into and passed by the said corporation, in accordance with its decision.

The Reverend Sisters Sainte Théodore and Saint Calixte are further authorized to agree to and complete according to the general tenor of the present by-law, and as they may deem proper, the clauses, conditions and stipulations to complete the said bonds and said deed of trust.

(Signed) SISTER CLARA DESCHÈNES *dite*
SAINTE CHRISTINE, *Supr.-General*,
“ SISTER GEORGIANNA LEBLANC, *dite*
SAINTE LUTGARDE, *Counsellor*.

True copy of the original.

(Signed) SISTER SAINTE LUTGARDE, *Sec.*

This document is schedule “A” referred to in the deed of trust entered into between *Les Sœurs de la Charité de Québec* and The Sun Trust Company, Limited, before the undersigned notary, on the twenty-third December, nineteen hundred and twenty-five.

(Signed) SR. SAINT CALIXTE, *née* MALVINA DAGNEAU,
“ SR. SAINTE THÉODORE, *née* M. E. Sirois, *Depy.*,
“ C. J. SIMARD, *Assistant Provincial Secretary*,
“ ANTONIN GALIPEAULT,
“ J. ALPH. FUGÈRE,
“ AD. LABRÈQUE, *N. P.*

True copy.

(Signed) AD. LABRÈQUE, *N. P.*

SCHEDULE B

MINUTES of a special meeting of the Executive Committee, for the district of Quebec, of The Sun Trust Company, Limited, held in the company's office, 66 St. Peter street, Quebec, on the 3rd December, 1925.

In view of the resolutions and by-laws of *Les Sœurs de la Charité de Québec* for the purpose of issuing five hundred and fifty thousand dollars (\$550,000.00), of bonds, and appointing The Sun Trust Company, Limited, fiduciary,

It was resolved that the Vice-President, [Honourable Antonin Galipeault, and the manager and assistant-treasurer, Mr. J. Alphonse Fugère, be authorized and they are hereby authorized to sign the trust deed and all other documents necessary for such purposes.

(Signed) ANTONIN GALIPEAULT, *Vice-President*.
“ J. ALPHONSE FUGÈRE, *Secretary*.

Certified true copy.

(Signed) J. ALPH. FUGÈRE.

This document is schedule “B” referred to in the trust deed passed between *Les Sœurs de la Charité de Québec* and The Sun Trust Company, Limited, before the undersigned notary, on the twenty-third of December, nineteen hundred and twenty-five.

(Signed) SR. SAINT CALIXTE, *née* Malvina Dagneau,
“ SR. SAINTE THÉODORE, *née* M.E. Sirois, *Depy.*,
“ C. J. SIMARD, *Assistant Provincial Secretary*,
“ ANTONIN GALIPEAULT,
“ J. ALPH. FUGÈRE,
“ AD. LABRÈQUE, *N. P.*

True copy.

(Signed) AD. LABRÈQUE, *N. P.*

SCHEDULE C

Dominion of Canada.
Province of Quebec.

Les Sœurs de la Charité de Québec, incorporated by Provincial Statute 16 Victoria, chapter 264, without share capital.

Issue of five hundred and fifty thousand dollars (\$550,000.00), of bonds secured in the manner hereinafter provided.

This issue is authorized by a by-law of the corporation, dated the eighth of December, one thousand nine hundred and twenty-five.

Les Sœurs de la Charité de Québec, for value received, promise to pay on the

to the bearer or registered holder, as the case may be, upon surrender of the present bond, the sum of _____ dollars (\$) in gold, of its present standard of weight, or in equivalent legal currency of Canada, at the *Banque Canadienne Nationale* at its main branch in the city of Quebec or in the city of Montreal, and at the Bank of Montreal in Toronto, at the option of the holder, with interest at (5%), per annum, payable half-yearly on the fifteenth day of January and of July in each year, upon surrender of the coupons hereto annexed.

This bond is one of an issue of bonds for \$550,000.00, which are all equally secured by first hypothec on certain properties of the said corporation, in accordance with the provisions of a trust deed entered into by *Les Sœurs de la Charité de Québec* in favour of The Sun Trust Company Limited, as fiduciary for the holders of the said bonds, before Ad. Labrègue, notary, at Quebec, on the twenty-third of December, nineteen hundred and twenty-five.

The said deed of trust transfers as additional security for the reimbursement of the capital and interest of the present issue twenty-six annual and consecutive instalments of about \$11,000.00, grant made to the corporation by the Government of the Province of Quebec under an Order-in-Council, dated twentieth of November, one thousand nine hundred and twenty-five, bearing number 1944.

The said deed of trust moreover states that *Les Sœurs de la Charité de Québec* undertake to deliver, half-yearly on the fifteenth of January and of July of each year, into the hands of the fiduciary, for the benefit and advantage of the bondholders, a sum of thirteen thousand seven hundred and fifty dollars (\$13,750.00), covering the interest on the amount of the present issue.

This bond shall be valid and obligatory only when coun-

tersigned by the fiduciary and the Assistant Provincial Secretary.

IN TESTIMONY WHEREOF, this bond has been executed at Quebec by *Les Sœurs de la Charité de Québec* under the seal of the said corporation on the date of the fifteenth of January, one thousand nine hundred and twenty-six.

LES SŒURS DE LA CHARITÉ DE QUÉBEC

Depository-General. *Superior*
of *St. Michel Archange Hospital.*

COUPON No.

Les Sœurs de la Charité de Québec will pay to the bearer on the _____ day of the month of 19____, the sum of (\$_____) in gold currency of the Dominion of Canada, at the *Banque Canadienne Nationale*, in Quebec or Montreal, and at the Bank of Montreal in Toronto, being the half-yearly interest at five per cent per annum, due upon bond No _____.

Superior
of *St. Michel Archange Hospital*

FIDUCIARY'S CERTIFICATE

This bond is one of a series of bonds amounting to five hundred and fifty thousand dollars referred to therein.

Fiduciary.

CERTIFICATE OF ASSISTANT PROVINCIAL SECRETARY

The undersigned certifies that the signatures of the Depository-General and of the Superior of St. Michel Archange Hospital, representing *Les Sœurs de la Charité de Québec* are authentic.

Assistant Secretary of the Province of Quebec.

The interim certificate or certificates should as far as possible conform to the model hereunder or one nearly similar or to the same effect.

INTERIM CERTIFICATE

LES SŒURS DE LA CHARITÉ DE QUÉBEC

This is to certify that Mr. _____ upon
surrender of this certificate duly endorsed, at the office of
the fiduciary, at _____, will be entitled to re-
ceive from the latter, when it has itself received them,
_____ dollars of bonds issued by *Les Sœurs de
la Charité de Québec*, with all the coupons attached to each
bond and secured by trust deed, passed on the twenty-
third of December, one thousand nine hundred and twenty-
five, before Ad. Labrègue, notary at Quebec, the whole
according to the terms and conditions of said trust deed.

All rights and privileges conferred by this certificate may
be transferred by the holder personally or by his attorney.

Quebec,

LES SŒURS DE LA CHARITÉ DE QUÉBEC

	<i>Superior</i>
<i>Depository-General.</i>	<i>of St. Michel Archange Hospital.</i>
<i>Countersigned.</i>	<i>Fiduciary.</i>

REGISTRATION FORM

This bond may be registered in the name of the holder
at the fiduciary's office, after which transfer thereof can
only be effected by the holder himself or his attorney.

NOTICE.—No writing must be done save by the fidu-
ciary.

(Date of Registration)	<i>Holder</i>	<i>Registrar.</i>
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This document is schedule "C" referred to in the trust
deed passed between *Les Sœurs de la Charité de Québec* and
The Sun Trust Company, Limited, before the undersigned
notary, on the twenty-third of December, one thousand
nine hundred and twenty-five.

(Signed) C. J. SIMARD, *Assistant Provincial Secretary.*
 " SR. SAINT CALIXTE, *née Malvina Dagneau,*
 " SR. SAINTE THÉODORE, *née M. E. Sirois, Dpry.,*
 " ANTONIN GALIPEAULT,
 " J. ALPH. FUGÈRE,
 " AD. LABRÈQUE, *N. P.*

True copy.

AD. LABRÈQUE, *N. P.*

SCHED

TABLE SHOWING THE ANNUITY, THE AMOUNTS INVESTED IN SINKING-
000.00 at 5%—26 YEARS.

	Annuity	Cash received by fiduciary		
		Interest on sinking-fund invested		Total
		In debentures	In bank	
1	\$ 11,000.00			\$ 11,000.00
2	11,000.00	550.00	4.12	11,554.12
3	11,000.00	1,125.00	10.05	12,135.05
4	11,000.00	1,730.00	15.64	12,745.64
5	11,000.00	2,370.00	18.81	13,388.81
6	11,000.00	3,040.00	23.50	14,063.50
7	11,000.00	3,740.00	30.66	14,770.66
8	11,000.00	4,480.00	35.33	15,515.33
9	11,000.00	5,255.00	41.60	16,296.60
10	11,000.00	6,070.00	47.61	17,117.61
11	11,000.00	6,925.00	54.54	17,979.54
12	11,000.00	7,825.00	60.68	18,885.68
13	11,000.00	8,770.00	67.34	19,837.34
14	11,000.00	9,760.00	75.89	20,835.89
15	11,000.00	10,805.00	81.80	21,886.80
16	11,000.00	11,900.00	89.62	22,989.62
17	11,000.00	13,050.00	97.93	24,147.93
18	11,000.00	14,255.00	108.41	25,363.41
19	11,000.00	15,525.00	116.83	26,641.83
20	11,000.00	16,855.00	128.07	27,983.07
21	11,000.00	18,255.00	138.06	29,393.06
22	11,000.00	19,725.00	148.87	30,873.87
23	11,000.00	21,270.00	159.68	32,429.68
24	11,000.00	22,890.00	172.72	34,062.72
25	6,947.86	24,590.00	187.35	31,725.21
26		26,180.00	197.03	26,377.03
Total.....	\$270,947.86	\$276,940.00	\$ 2,112.14	\$550,000.00

This document is Schedule "D" referred to in the trust deed Company, Limited, before the undersigned notary, on the twenty-

True copy.

AD. LABRÈQUE,
N. P.

ULE "D"

FUND WITH INTEREST, IN CONNECTION WITH BOND ISSUE OF \$550,-

Annual redemption by the fiduciary	Investment of sinking-fund (close of the period)		Denominations as follows or at the purchaser's option		
	In bonds	In bank	\$1,000.00	\$500.00	\$100.00
11,000.00	11,000.00	.....	11	.....	.....
11,500.00	22,500.00	54.12	11	1	.....
12,100.00	34,600.00	89.17	12	.....	1
12,800.00	47,400.00	34.81	12	1	3
13,400.00	60,800.00	23.62	13	.....	4
14,000.00	74,800.00	87.12	14	.....	.....
14,800.00	89,600.00	57.78	14	1	3
15,500.00	105,100.00	73.11	15	1	.....
16,300.00	121,400.00	69.71	16	.....	3
17,100.00	138,500.00	87.32	17	.....	1
18,000.00	156,500.00	66.86	18	.....	.....
18,900.00	175,400.00	52.54	18	1	4
19,800.00	195,200.00	89.88	19	1	3
20,900.00	216,100.00	25.77	20	1	4
21,900.00	238,000.00	12.57	21	1	4
23,000.00	261,000.00	2.19	23	.....	.....
24,100.00	285,100.00	50.12	24	.....	1
25,400.00	310,500.00	13.53	25	.....	4
26,600.00	337,100.00	55.36	26	1	1
28,000.00	365,100.00	38.43	28	.....	.....
29,400.00	394,500.00	31.49	29	.....	4
30,900.00	425,400.00	5.36	30	1	4
32,400.00	457,800.00	35.04	32	.....	4
34,000.00	491,800.00	97.76	34	.....	.....
31,800.00	523,600.00	22.97	31	1	3
26,400.00	550,000.00	.....	26	.....	4
			539	11	55
\$550,000.00	.....	.....	\$539,000.00	\$5,500.00	\$5,500.00

passed between *les Sœurs de la Charité de Québec* and The Sun Trust
third[of December, one thousand nine hundred and twenty-five.

(Signed) C. J. SIMARD, *Assistant Provincial Secretary,*
 " SR. SAINT CALIXTE, *née Malvina Dagneau,*
 " SR. SAINTE THÉODORE, *née M. E. Sirois, Depy.,*
 " ANTONIN GALIPEAULT,
 " J. ALPH. FUGÈRE,
 " AD. LABRÈQUE, *N. P.*

SCHEDULE E

COPY of the report of a committee of the Honourable Executive Council, dated 19th November, 1925, approved by the Administrator on the 20th of November, 1925.

Concerning *Les Sœurs de la Charité de Québec* (Loan of \$550,000.00).

1944

The Honourable Provincial Secretary in a report dated 19th November, 1925, sets forth that:

Whereas by the act 14 George V, chapter 14, a contract respecting the care, custody and maintenance of insane in the *Hôpital St. Michel Archange*, between the Government and *Les Sœurs de la Charité de Québec*, was ratified by the Legislature;

Whereas the said *Sœurs de la Charité de Québec* have decided to organize an hospital for the care, custody and maintenance of feeble-minded and idiots, etc., and for such purpose will have to build;

Whereas the said *Sœurs de la Charité de Québec* desire to borrow a sum of \$550,000.00 for a period of 26 years to effect such construction;

Therefore the Honourable Secretary recommends that he be authorized to sign, for and on behalf of the Government of the Province of Quebec, a contract to be made between the Government and the said *Sœurs de la Charité de Québec*, by which the Government will undertake to pay the sinking-fund of said sum of \$550,000.00, being \$11,000.00 annually, to be charged to the Insane Asylums account, for a period of 26 years, being at the rate of 2% per annum upon the said loan of \$550,000.00, and to provide for the reimbursement of said loan at its maturity, according the schedule a copy whereof is annexed to the aforesaid report, the whole to be ratified by the Legislature.

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

This document is Schedule "E" referred to in the trust deed between *Les Sœurs de la Charité de Québec* and The Sun Trust Company, Limited, before the undersigned no-

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

(Signed) SR. SAINT CALIXTE, *née* Malvina Dagneau,
“ SR. SAINTE THEODORE, *née* M. E. Sirois, *Depy.*,
“ C. J. SIMARD, *Assistant Provincial Secretary*,
“ ANTONIN GALIPEAULT,
“ J. ALPH. FUGÈRE,
“ AD. LABRÈQUE, *N. P.*

True copy.

AD. LABRÈQUE, *N. P.*
