

**2.** The following section is inserted in the act 8 Edward VII, chapter 5, after section 7 : 8 Ed. VII, c. 5, s. 7a added.

“**7a.** Timber cut on lands granted by way of subsidy, in virtue of the provisions of this act, is subject to any regulation ordering the manufacture thereof within the Dominion of Canada which the Lieutenant-Governor in Council may enact.” Cutting of certain timber subject to certain regulations.

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

#### CHAP. 4

An Act to authorize the effecting of a contract with the Protestant Hospital for the Insane, with reference to the keeping and maintenance of patients.

[Assented to 4th June, 1910]

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

**1.** Notwithstanding any law to the contrary it shall be lawful for the Lieutenant-Governor in Council to authorize the Provincial Secretary to assume in the name of the Province, until maturity of the different loans, the payment of the interest from the first day of January, 1910, on the sum of two hundred and fifty thousand dollars, the payment of the principal and interest whereof the Government has already guaranteed in favour of the Protestant Hospital for the Insane in virtue of the acts 55-56 Victoria, chapter 39; 59 Victoria, chapter 5, and 2 Edward VII, chapter 8; and further to assume in favour of the said Hospital the payment of the interest, for a term of fifteen years from the first of January 1910, at a rate not exceeding four and one half per cent per annum, payable half yearly, on the loan authorized by the act 9 Edward VII, chapter 3. Payment by Province of interest on certain loans authorized.

**2.** The municipalities responsible for one half of the cost of the maintenance, residence and treatment of insane patients in the Protestant Hospital for the Insane, shall pay their proportionate share in the half of the interest due and to become due on the sum of three hundred and twenty-five thousand dollars mentioned in section 1 of this act, from and after the date therein mentioned; and articles 4137 and following of the Revised Certain municipalities to pay proportion of certain interest, &c.

Statutes, 1909, shall apply to the collection of the half of such interest as if the latter formed part of the cost of maintenance, residence and treatment of the insane patients in the Protestant Hospital for the Insane at the expense of the Province and of municipalities.

Certain contract with Protestant Hospital for Insane authorized.

3. The Provincial Secretary, when duly authorized so to do by the Lieutenant-Governor in Council, may enter into a contract with the Protestant Hospital for the Insane, based on the form reproduced in the schedule to this act, and may insert in the said contract any incidental clauses which may be necessary to give effect thereto.

Certain clause authorized.

The Provincial Secretary may also add to the said contract a clause to the effect that The Hospital will bind 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 who will agree to pay the sums required for the maintenance of a public patient in the said hospital.

Coming into force.

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

## SCHEDULE

On th       day of       in the year 1910.

### BEFORE

notary public, duly commissioned and sworn in and for the Province of Quebec and residing in the city of

### APPEARED

HIS MAJESTY THE KING, represented by the Honourable \_\_\_\_\_, Provincial Secretary and Registrar, authorized for the purposes hereof by an order of the Lieutenant-Governor of the Province of Quebec, in Council No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ approved on the \_\_\_\_\_ by His Honour the Lieutenant-Governor, a copy whereof is annexed to the original minutes of these presents, and

THE PROTESTANT HOSPITAL FOR THE INSANE, a body corporate and politic, duly incorporated by law and herein represented by \_\_\_\_\_

\_\_\_\_\_, 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 Protestant

Hospital for the Insane, passed at Montreal on the       day of       , 1910, a certified copy whereof is hereto annexed, signed and paraphed *ne varietur* by the parties hereto and said notary, of the second part, hereinafter called "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 Protestant Hospital for the Insane ".

## II

### DEFINITIONS

In this contract unless the context otherwise requires:

- (a) The word " Government " means " His Majesty ";
- (b) The word " Patients " means the idiot and insane persons of both sexes;
- (c) The word " The Hospital " means "The Protestant Hospital for the Insane ";
- (d) The word " Guardians " comprises guardians and nurses;
- (e) The words " physician " means the physicians appointed by the Government of the Province of Quebec.
- (f) The words " Inspectors ", and " Visitors ", mean the inspectors of asylums, prisons, &c., 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, heat and light them 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, &amp;C. (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 signed by the parties and by the notary, and annexed to the minute of this contract.

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 exercise 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 said contract; nor shall said con-

tract 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

The said 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 recom-

mendations, 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 labours and the 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 the 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 one hundred and forty two 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 or debentures of the Hospital aggregating two hundred and fifty thousand dollars, and hereby undertakes, under the authority conferred upon it by the act 9 Edward VII, chapter 3, to guarantee the capital of a further issue of bonds or debentures of the said Hospital, amounting to seventy five thousand dollars; and, moreover, the interest on three hundred and twenty-five thousand dollars. The aggregate amount of said bonds or debentures, shall be paid by the said Government at the times and places and in accordance with the provisions of the bonds or debentures issued and to be issued by the said Hospital, the whole in conformity with the act which authorizes the execution of this contract.

## XV

### BURIAL EXPENSE :

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 expense 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 provision 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.

The said contract is made for the term of fifteen years, to commence from the first day of January, 1910.

#### WHEREOF ACTE:

Done and passed at the city of \_\_\_\_\_ in the office of \_\_\_\_\_ the said undersigned notary, on the day, \_\_\_\_\_ month and year first hereinbefore written, under the No. \_\_\_\_\_ of the original deeds remaining of record in the office of the undersigned notary, and after due reading hereof the said parties hereto have signed with and in presence of the said undersigned notary.

#### SCHEDULE REFERRED TO IN THE ABOVE CONTRACT

#### REGULATIONS RESPECTING FOOD AND RATIONS FOR MEN AND WOMEN

	Per diem.
Wheat bread.....	20 oz.
Potatoes, carrots, turnips and other vegetables.....	20 “



	Per diem.
Meat: beef, mutton or pork, of the best quality;	
For ordinary patients.....	6 oz.
For patients able to work or who are quiet.....	8 "
The same quantity of fish per diem if desired.	
Butter.....	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 socks.....	3 "
Shoes.....	3 "
Summer trousers.....	2 "
Winter trousers.....	2 "
For patients who spoil their clothes:.....	
Summer trousers.....	4 "
Winter trousers.....	4 "
Braces.....	1 "
Cotton drawers.....	2 "
Woollen drawers.....	2 "
Summer 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

	Per annum.
Chemises.....	4
Flannel undershirts.....	2
Cotton undershirts.....	2

	Per annum
Woollen stockings.....	3 pairs
Cotton stockings.....	3 "
Garters.....	1 "
Shoes.....	3 "
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 matrass, hair matrass 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.

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The foregoing Schedule, is that referred to in the annexed contract between the Government of the Province of Quebec and the Protestant Hospital for the Insane, passed before , the undersigned notary, on the day of , one thousand nine hundred and ten , acknowledged to be true and signed by the parties in the presence of the undersigned notary.

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