

Boys' Farm and Training School, &c. shall hold, own and administer generally all property and assets which may be conveyed to it by any person or may be set apart or appropriated for the use or purposes of the said Boys' Farm and Training School, or any other training, industrial or reformatory school, which may be established by the said corporation. The said board of The Boys' Farm and Training School may enter into any contract or contracts, which may be necessary for the establishing or the administration of such training, industrial or reformatory schools as may be carried on by them.

Application of certain property.

19. Any property, moneys, or assets, which may be donated, bequeathed or conveyed to The Boys' Home of Montreal without specific mention being made of the purpose to which it shall be applied, or the work for which it is intended, shall be disposed of by the Board of Governors of The Boys' Home of Montreal as they may see fit in their discretion for any purpose of the said Boys' Home or said Boys' Farm and Training School.

Coming into force.

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

CHAP. 139

An Act to amend the act incorporating "The Montreal Sailors' Institute" and to ratify certain deeds

[Assented to 14th April, 1908]

Preamble.

WHEREAS, the Montreal Sailors' Institute, a body corporate, duly incorporated by the act 32 Victoria, chapter 85, has, by petition, represented :

That, by its act of incorporation, the Institute was empowered to acquire, hold and enjoy real estate, provided the same did not exceed the annual value of \$3,000;

That the increased and constantly growing needs of the Institute required larger equipment, and, to that end, on the 29th November, 1906, by deed passed before J. A. Cameron, N P., the Institute acquired, by purchase, from the testamentary executors of the late William Dow, for its purposes, the lot number 6 on the official plan and in the book of reference of the Centre Ward of the city of Montreal; the said lot No. 6, adjoining to the south-west the lot of land upon which the Institute's building stood;

That, for the purpose of reconstructing and improving its

buildings and immoveable property, the said Institute found it necessary to borrow money, on the security of the said real property, and, to that end, entered into a deed of loan and hypothec with the Dominion Commercial Travellers' Association, passed, before R. A. Dunton, N. P., on the fifth day of March, 1908;

That, the acquisition of the said lot above mentioned together with the increase, in value, of the real estate, already owned by said Institute; (in common with other real estate in that vicinity); and the improvements made by the Institute thereon have increased the value of the real estate, held by the said Institute, beyond the authorized annual value of \$3,000, provided for in its act of incorporation;

That by reason thereof, some doubts have arisen as to the validity of the purchase of the said lot No. 6, Centre Ward, Montreal, and of the said deed of loan and hypothec, and;

Whereas, the said Institute has, by its petition, accordingly prayed that it be empowered to acquire, hold and enjoy real estate to a greater value than that to which it is restricted by its charter and that the said deeds should be ratified by the Legislature of the Province of Quebec;

And whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows :

1. Section 1 of the act 32 Victoria, chapter 85, is replaced by the following :

" 1. Hugh Allan, George Moffat, David Torrance, Peter Redpath, Andrew Robertson, James P. Clark, Alfred Rimmer, Charles Alexander, Thomas James Claxton, Andrew Allan, Joseph Mackay, Frederick McKenzie, John C. Beckett, and such other persons, as are now members of the said Institute, or shall hereafter unite with them, under the provisions of this act and the by-laws made under authority thereof, and their successors, shall be and they are hereby constituted a body politic and corporate by the name of " The Montreal Sailors' Institute " and may, by any legal title, acquire, hold and enjoy any estate whatever, real or personal and may alienate, lease, or otherwise dispose of the same, or any part thereof, from time to time and as the occasion may require, and other estate, real or personal, may acquire instead thereof, provided that such real estate shall not exceed a total value of \$300,000."

32 V., c. 85, s. 1, replaced Persons incorporated.

Name.

Acquisition of property, &c.

2. The following section is added after section 1 of the said act :

Id., s. added after s. 1.

Borrowing,
hypothecs,
&c.

“ **1a.** The corporation may, for the purposes of the Institute, borrow such sum or sums of money as may be required and secure the re-payment of said loans by hypothec or by the issue of bonds or debentures in such sums and at such rate of interest and payable at such times and places as it may determine, and may, for such purposes, hypothecate and pledge its immoveable property.

Rights conferred by
hypothecs,
&c.

Such hypothec, bonds or debentures shall constitute, in order of their date of registration in the office of the registration division where the said immoveables are situated, which must be described in a notice to that effect, given in writing, to the registrar of the division, in which the immoveables are situated, a privileged claim, in favor of the holders thereof, against the corporation and shall give a right of preference over all other debts and claims against the corporation posterior to the issuing of such hypothecs, bonds or debentures.”

Certain sale
of 29th No-
vember, 1906,
ratified, &c.

3. The sale by the testamentary executors of the late William Dow, to The Montreal Sailors' Institute, executed at Montreal, on the 29th day of November, 1906, before J. A. Cameron, N. P., by which the said The Montreal Sailors' Institute, acquired the immoveable property fronting on Commissioners' street, in the city of Montreal, known, upon the official plan and in the book of reference of the Centre Ward of the said city, by the number 6, and the said deed of sale and the registration thereof are hereby declared to have been, at the date of the passing of the said deed, and to be, to all intents and purposes, legal and valid and are hereby ratified and confirmed.

Certain loan
of March 5th
1908, rati-
fied, &c.

4. The loan from the Dominion Commercial Travellers' Association to the Montreal Sailors' Institute and the hypothec securing the same under the deed passed before Robert A. Dunton, N. P., at the city of Montreal, on the 5th day of March, 1908, under and in virtue of which the said “The Montreal Sailors' Institute” did pledge and hypothecate its immoveable property in favor of the said Dominion Commercial Travellers' Association, is hereby declared to have been, at the date of said deed and to be, to all intents and purposes, legal and valid, and the said loan and hypothec and the said deed and the registration thereof, are hereby ratified and confirmed

Coming into
force.

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

SCHEDULE A

BEFORE ROBERT A. DUNTON, the undersigned notary public for the Province of Quebec, residing and practising in the city of Montreal.

APPEARED :

THE DOMINION COMMERCIAL TRAVELLERS ASSOCIATION, a body corporate, duly incorporated, having its principal place of business in the said city of Montreal, herein acting and represented by William J. EGAN, commercial traveller, the president, MAXWELL MURDOCK, gentleman; the treasurer, and HENRY W. WADSWORTH, the secretary of said association, all of Montreal and duly authorized for the purposes hereof, hereinafter called the "Lender,"
of the one part ;

AND

THE MONTREAL SAILORS' INSTITUTE, a body politic and corporate, incorporated by an act of the Legislature of the Province of Quebec, having its principal place of business in the said city of Montreal, herein acting and represented by HUGH A. ALLAN, merchant, the president, and ALEXANDER F. C. ROSS, chartered accountant the treasurer of said corporation, duly authorized for the purposes hereof, by a resolution of the board of management of said corporation held on the thirtieth day of January, 1908, a certified copy of which resolution being hereto annexed, identified by the signatures of the said officers and the undersigned notary, hereinafter called the "Borrower,"

of the other part ;

Who have agreed as follows:

Loan, repayment and interest.

The said lender has this day loaned to the said borrower, the sum of twenty thousand dollars currency, which the borrower acknowledges to have received to its satisfaction, whereof quit.

Which said sum the borrower promises and obliges itself to pay to the lender in five years, from the date hereof, and not sooner without the written consent of the lender, save that at the end of the third year of said term, or at any time thereafter the said borrower will have the right to repay said capital or any portion thereof in sums of not less than five thousand dollars each, by giving said lender three months' previous written notice of such its intention and until repayment thereof, to pay to the lender interest thereon at the rate of six per centum per annum, computed from the date hereof, and payable

half yearly on the first days of June and December in each year, the first payment whereof will become due on the first day of June next, for the broken period.

All overdue interest shall bear, and the borrower promises to pay thereon, interest at the same rate as on said principal sum, from the day of maturity, compounded half yearly.

Hypothec.

As security for the payment of the said sum of twenty thousand dollars and the interest thereon, the borrower specially mortgages and hypothecates to and in favor of the lender, the following immoveable property to wit :

First. That certain lot of land known and designated on the official plan and book of reference of the Centre Ward, in the said city of Montreal, by the number seven (7) ; bounded in front to the north east, by Custom House Square, (now Place Royale); in rear to the south-west by lot official number six (6), on one side to the north-west by Capital street and on the other side to the south-east by Commissioners street.

Second. Another lot of land adjoining the above described lot, known and designated on the official plan and book of reference of Centre ward, Montreal, as lot number six (6) ; bounded to the north-west by Capital street, to the south-east by Commissioner Street, to the north-east by said lot number seven (7), and to the south-west by official lot number five, with all the buildings thereon erected.

Indemnity and additional hypothec ;

Should the said property or any portion thereof be alienated by forced sale before the complete payment of the said loan, or dealt with in any way that will require the lender to receive its claim judicially, it will be entitled to an indemnity equal to six month interest at the rate above stipulated upon the amount of the loan then due in principal interest and accessories.

And to secure the payment of said compound interest, indemnity and other accessories of this loan, such as insurance premiums, taxes, registration fees, or other sums which the lender may expend by reason of this loan, the borrower specially hypothecates the said property in favor of the lender for a further sum of two thousand dollars.

The said borrower hereby undertakes and obliges itself to apply for and cause to be enacted by the Legislature of the Province of Quebec, an act amending its act of incorporation, whereby said corporation will be authorized to hold immoveable property to the value, at least, of the immoveable property hereinbefore described and specially ratifying

and confirming the present deed of loan and hypothec and the obligation and hypothec herein contained.

And to these presents intervened David Morrice, merchant ; James C. Holden, retired merchant ; Abner Kingman, merchant and James Rodger, merchant, all of the said city of Montreal.

Who having taken communication of the present deed, declared themselves satisfied therewith, and they do hereby become sureties for The Montreal Sailors Institute unto and towards, the said lender for the payment of said sum of twenty thousand dollars and interest thereon, hereby renouncing the benefits of division and discussion and other benefits to which sureties are by law entitled, and binding themselves jointly and severally with the said Institute for the due payment of said sum of twenty thousand dollars and interest thereon, and the fulfilment of the obligations of the said Institute hereunder.

It is however expressly stipulated that the present suretyship shall terminate and the said intervenants shall be released from all personal obligation or responsibility for said debt under the present deed or by reason of the suretyship hereby given when and so soon as the present deed of loan and hypothec shall have been ratified and confirmed by an act of the Legislature of the Province of Quebec, confirming the present loan and obligation, and declaring same to be legal and valid to all intents and purposes.

The clauses and covenants contained in the supplementary deed hereto annexed bearing even date herewith, shall be as effective and binding upon the parties as if they had been inserted herein and formed part hereof.

Done and passed, at the said city of Montreal, on the fifth day of March, one thousand nine and eight, under the number twenty-six thousand eight hundred and eight-nine of the minutes of Robert A. Dunton, the said notary, and after due reading hereof the parties have signed with and in presence of the said notary.

(Signed) D. MORRICE,
 " W. J. EGAN,
 " MAXWELL MURDOCK,
 " H. W. WADSWORTH,
 " HUGH A. ALLAN,
 " A. F. C. ROSS,
 " JAS. RODGER,
 " ABNER KINGMAN,
 " J. C. HOLDEN,
 " R. A. DUNTON, N. P.

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

R. A. DUNTON, N. P.

SUPPLEMENTARY DEED

BEFORE ROBERT A. DUNTON, the undersigned notary public, for the Province of Quebec, residing and practising in the city of Montreal.

APPEARED :

THE DOMINION COMMERCIAL TRAVELLERS' ASSOCIATION, a body corporate, duly incorporated, having its principal place of business in the city of Montreal, herein acting and represented by WILLIAM J. EGAN, commercial traveller, the president ; MAXWELL MURDOCK, gentleman, the treasurer, and HENRY W. WADSWORTH, the secretary of said association, all of Montreal, and duly authorized for the purposes hereof, hereinafter called the lender.

of the one part ;

AND

THE MONTREAL SAILORS' INSTITUTE, a body politic and corporate, incorporated by an act of the legislature of the Province of Quebec, having its principal place of business in the city of Montreal, herein acting and represented by HUGH A. ALLAN, merchant, the president, and ALEXANDER F. C. ROSS, chartered accountant, the treasurer of said corporation, duly authorized for the purposes hereof by a resolution of the board of management of said corporation held on the thirtieth day of January, 1908, a certified copy of which being hereto annexed identified by the signatures of the said officers and the undersigned notary hereinafter called the "borrower,"

of the other part ;

AND

DAVID MORRICE, merchant ; JAMES C. HOLDEN, retired merchant ; ABNER KINGMAN, merchant, and JAMES RODGER, merchant, intervening parties and sureties.

Who have covenanted and agreed that the clauses and conditions hereinafter mentioned will form part of the deed of loan entered into between the said parties and passed before the undersigned notary this day, under the No. 26,889 of his repertoire, and will be as binding as if they were contained and inserted at full length in the said deed.

BORROWERS PAYMENTS

First. The payment of the said capital sum of twenty thousand dollars and the interest thereon, shall be made at

the office, in the said city of Montreal, of said lender in gold coin at its present standard of value, and of its present weight and fineness.

Second. The borrower will pay regularly all municipal taxes and assessments on the property mortgaged, and will exhibit the receipts therefor to the lender, before the first day of January in each year. The borrower will also pay any special tax or impost that may be levied upon the amount of the present loan, or upon any unpaid portion thereof or upon the interest stipulated payable thereon, in default whereof, the lender may exact the immediate repayment of the loan.

Third. The borrower will pay all fees, legal and notarial, connected with the present loan, including a copy for the lender, costs of registration, renewals of registration and sheriffs' notices, and will furnish the lender within thirty days of its execution, with a copy of every deed of mutation affecting said premises.

INSURANCE

Fourth. As additional security for the said loan and until repayment thereof the borrowers will insure, and keep insured against loss by fire with an insurance company approved by the lender, the buildings erected, on the said land for a sum of not less than the amount loaned and will transfer to the lender the policies of such insurance and the indemnity which may become due thereunder, and will also deliver to the lender the receipts for the renewal of said insurance, twenty-four hours before the expiry of the existing insurance, in default whereof the lender will have the right to insure at the expense of the borrower.

PENALTY

Fifth. Should the borrower fail to make any interest payment for fifteen days after its maturity, or to maintain the insurance, or to pay the taxes and assessments on said property as above provided, the lender may exact the immediate payment of the loan, with accrued interest, without any judicial demand, notice or other formality whatsoever.

CONSERVATION OF THE PROPERTY

Sixth. The Borrower will keep the building on the said property in good state of repair and will allow the lender access to inspect the same, from time to time, if desired. The borrower will not permit any builders' or other privileges, either prior in rank or concurrent with the said lenders' rank, to be

created upon the said property, under pain of causing the present loan to become forthwith exigible.

DECLARATION OF THE BORROWER

Seven. The borrower declares that the said property belongs to it absolutely, and is free and clear of all encumbrances and that the said sum of twenty thousand dollars is being applied in payment of the balance of the cost of constructing the new building on the lots of land hereinafter described. The titles and papers connected with the said property shall remain in the hands of the said lender until payment of said loan and any discharges will be made before the notary of the lender.

And for the execution of the present contract of loan the parties have made election of domicile at their places of residence above mentioned where, etc.

Done and passed at the city of Montreal, on the fifth day March, one thousand nine hundred and eight, under the number twenty-six thousand eight hundred and ninety of the deeds of record in the office of Robert A. Dunton, the said notary, and signed by the said parties with and in presence of the said notary after due reading hereof.

(Signed) W. J. EGAN,
 " MAXWELL MURDOCK,
 " H. W. WADSWORTH,
 " HUGH A. ALLAN,
 " A. F. C. ROSS,
 " JAS RODGER,
 " ABNER KINGMAN,
 " J. C. HOLDEN,
 " D. MORRICE,
 " R. A. DUNTON, N. P.

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

R. A. DUNTON, N. P

SCHEDULE B

Before JOHN ALEXANDER CAMERON, the undersigned notary public for the Province of Quebec, residing and practising at the city of Montreal,

APPEARED :

HUGH PATON, manager ; JOSEPH WILLIAM ANDREW HICKSON, Esquire, and JAMES CLAUD HICKSON, advocate, all of the city of Montreal, herein acting in their quality of executors of the last will and testament of the late WILLIAM DOW, in his lifetime of the said city of Montreal, brewer, which was executed before J. S. Hunter and colleague, notaries, on the twenty-second day of November, eighteen hundred and sixty-eight, and registered in the registry office of the registration division of Montreal, on the sixteenth day of December following under No. 52,538.

The original executors under the said will having ceased to act by reason of death or resignation, the said Hugh Paton and the late Sir Joseph Hickson were appointed as executors to the said will by judgment of the Superior Court for the Province of Quebec, in the district of Montreal, on the twenty-first day of March eighteen hundred and eighty-five, registered in the registry office for the registration division of Montreal West, on the fifteenth day of June following under No. 111,084, whose seizin and powers were defined by an act of the Legislature of the Province of Quebec, 49-50 Vict., chapter 90.

The said Joseph William Andrew Hickson, together with the late John Macintosh were appointed as such executors in the place of the said late Sir Joseph Hickson by a judgment rendered in the said court on the nineteenth day of May eighteen hundred and ninety-seven, registered in said registry office under No. 129,981.

And the said James Claud Hickson was appointed as such executor in the place of the said late John Macintosh by a judgment rendered in the said court on the twentieth day of December last (1905) registered on the ninth day of March last (1906) under No. 142,010.

Hereinafter styled the Vendors.

Who have by these presents sold and conveyed with legal warranty

UNTO THE MONTREAL SAILORS INSTITUTE, a body corporate, having its principal place of business at the said city of

Montreal, hereinafter styled the "purchaser" and hereto present and accepting by HUGH A. ALLAN, the president, and ALEXANDER F. C. ROSS, treasurer, both of the city of Montreal, and hereunto authorized by a resolution of the board of management of the said institute, held on the twenty-second day of October last (1906) a duly certified copy whereof remains hereto annexed; the following immoveable property, namely :

DESCRIPTION

That certain lot of land in the Centre Ward of the city of Montreal, known on the official plan and book of reference of the said ward as lot number six, bounded to the north-west by Capital street, to the south-east by Commissioners street, to the north-east by official lot number seven and to the south-west, by official lot number five.

With the buildings thereon erected.

As the said property now subsists with all its rights, members and appurtenances, without exception or reserve on the part of the vendor.

TITLE

The said property was acquired by George Moffat and Angus C. Hooper, then executors of the last will and testament of the said late William Dow, from Dame Marie Rosalie Louise Albina Donegani, wife of Charles Selby, by deed of sale executed before J. S. Hunter, N. P., on the fifteenth day of May, eighteen hundred and seventy-one, registered in the registry office for the registration division of Montreal, on the twelfth day of June following under No. 62,654.

Who acquired the same from *Les communautés des Sœurs de la Charité de l'hôpital général et de l'asile de la Providence de Montréal*, by deed of sale executed before J. H. Jobin, notary, on the twenty-third day of August, eighteen hundred and seventy, registered on the fourteenth day of September following under No. 59,264.

POSSESSION

The purchaser will be the absolute owner of the said property from this date and will take possession thereof forthwith subject to the existing leases, with the right to the purchaser to collect the rental from the first day of November instant for which purpose the purchaser is hereby subrogated in the rights of the vendor in that respect.

VENDORS' DECLARATIONS

The vendors declared and covenanted :

1. That said property is held under the tenure of *franc aleu roturier*, having been duly commuted by deed of commutation by the seigniors of Montreal, on the second day of February eighteen hundred and seventy-one, registered on the ninth day of the same month under No. 60,993.

2. That the same is free and clear of all assessments and rates both general and special to the date hereof and of all encumbrances.

3. That the said late William Dow never married.

4. That the substitution created by the will of the said late William Dow is not yet open.

CONDITIONS

This sale is thus made subject to the following conditions, to the fulfilment whereof the purchaser obliges itself, namely :

1. To pay the costs of this deed and its registration.

2. To pay all assessments and rates for which the said property may become liable from and after the first day of November instant and the proportion from that date of those for the current year.

PRICE

This sale is thus made for and in consideration of the sum of eighteen thousand five hundred dollars, which the vendors acknowledged to have received from the purchaser at the execution hereof, whereof quit.

WHEREOF ACT :

DONE AND PASSED at the said city of Montreal, on this twenty-ninth day of November, one thousand nine hundred and six, and of record in the office of the undersigned notary under the number six thousand one hundred and forty-seven.

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

(Signed) HUGH PATON,
 " J. W. A. HICKSON,
 " J. C. HICKSON,
 " HUGH A. ALLAN, *President*.
 " A. F. C. ROSS, *Treasurer*.
 " J. A. CAMERON, N. P.

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

J. A. CAMERON, N. P.