

Named
changed and
powers there-
under.

1. The corporate name of the said company is hereby changed, and the said company shall hereafter be known as the "A. Ramsay & Son Company," and all the rights, powers and privileges already possessed by the said company shall belong to the said company, under the substituted name, as fully as if the name had not been changed.

Coming into
force.

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

CHAP. 93

An Act respecting The Toronto General Trusts Corporation

[Assented to 2nd June, 1904]

Preamble.

WHEREAS The Toronto General Trusts Corporation has represented by petition :

That it was duly incorporated under the laws of the Province of Ontario and that it was empowered to carry on the business of a trust, safe deposit and loan company in that province by different statutes, namely by the acts of the Legislature of the Province of Ontario, 35 Victoria, chapter 83 and 62 Victoria, chapter 109, and by the various letters-patent under the Great Seal of the Province of Ontario and orders of the Lieutenant-Governor in council in said last named act mentioned and referred to, and is now registered under The Loan Corporations Act, being chapter 205 of the Revised Statutes of the Province of Ontario (1897) as amended by sundry acts including 3 Edward VII, chapter 16, and has a paid up capital of one million dollars and a reserve fund of three hundred thousand dollars ;

That The Ottawa Trust and Deposit Company, Limited, was incorporated under the Ontario Joint Stock Companies' Letters Patent Act, by letters-patent under the Great Seal of the Province of Ontario, dated the twenty-third day of January, 1896, and is also registered under the said The Loan Corporations' Act of the Province of Ontario and the amendments thereto ;

That The Ottawa Trust and Deposit Company, Limited, by virtue of an act of the Legislature of the Province of Quebec, being 63 Victoria, chapter 79, is authorized to do, transact and carry on the business of a trust and deposit company in the Province of Quebec as therein set out ;

That the said The Loans Corporations' Act of the Province of Ontario and amendments thereto, in pursuance of which The Toronto General Trusts Corporation and The

Ottawa Trust and Deposit Company, Limited, are registered, authorizes and permits the said The Ottawa Trust and Deposit Company, Limited, with the assent of the Lieutenant-Governor of Ontario in council (as provided thereby) to sell its assets and undertakings to any other company having objects similar to its own, for such lawful consideration as may be agreed upon ;

That The Toronto General Trusts Corporation and The Ottawa Trust and Deposit Company, Limited, are companies having objects similar one to the other ;

That The Ottawa Trust and Deposit Company, Limited, in pursuance of the said The Loan Corporations' Act and amendments thereto, has sold to the said The Toronto General Trusts Corporation all its assets, undertakings, good-will, business, property, interests and rights, as well as all trusts of every description, and the estate, property and duties connected therewith in the Provinces of Ontario and Quebec, as particularly set out in and pursuant to the terms of an agreement contained in two indentures, dated respectively the 13th day of July, 1903, and the 30th day of July, 1903, made between the said company and corporation, which agreement was duly ratified and confirmed in accordance with the provisions of the said The Loan Corporations' Act ;

Whereas the said The Toronto General Trusts Corporation has, by its petition, prayed for the passing of an act authorizing it to do, transact and carry on its business in the Province of Quebec, to ratify and confirm the said agreement contained in the said two indentures, and to vest all the assets, undertakings, good-will, properties, interests and rights as well as all trusts of every description, and the estate, properties and duties connected therewith, belonging to, held and exercised by The Ottawa Trust and Deposit Company, Limited, situate in the Province of Quebec, and as more particularly and fully set out in said indentures of agreement, in the said The Toronto General Trusts Corporation ;

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. The Toronto General Trusts Corporation, a body corporate, duly incorporated under the laws of the Province of Ontario, and having its head office in the city of Toronto, in the said province, is hereby authorized to carry on its business in the Province of Quebec.

Corporation authorized to carry on business in the Province.

Head office
for the Prov-
ince.
Where ser-
vices may be
made.

2. The chief office of the said corporation for the Province of Quebec shall be in the city of Montreal, where all judicial significations and services may be made upon it, but the corporation may establish branch offices in any other part of the Province of Quebec.

Corporation
granted
power to :
Take and
receive prop-
erty in trust ;

3. The said corporation is hereby further authorized and empowered :

(a) To take, receive and hold all estates and property, moveable and immoveable, which may be granted, committed transferred or conveyed to the corporation with its consent, upon any trust whatsoever, at any time by any person or body corporate, or by any court, judge or prothonotary, and to execute and carry out such trusts ;

Acquire im-
moveables
hypothecated
to it, &c. ;

(b) To acquire, by any legal means whatsoever, any immoveable properties previously mortgaged or hypothecated in favour of the corporation, or belonging to any debtor of the corporation, which may be taken by it in compromise or payment for any pre-existing indebtedness, or for the enforcement of any claim or agreement in the nature of a pledge taken by the corporation in the regular course of its business ; provided always that the corporation shall sell the property so acquired within fifteen years from the date of the acquisition thereof ;

Receive
deeds, &c., on
deposit ;

(c) To take and receive on deposit, upon such terms and for such remuneration as may be agreed upon, deeds, wills, policies of insurance, bonds, debentures, securities for money, or other valuable papers and documents, jewellery, plate or other moveable property of any kind, and guarantee the safe-keeping of the same, and to lease and hire to persons and corporations, for such compensation and remuneration, and upon such terms and conditions, as may be agreed upon, its vaults, safes and other receptacles, and generally to do and perform all other matters and things connected with, and necessary to promote such objects ;

Lease safe
deposit
vaults, &c. ;

Act as agent
or attorney in
transacting
business ;

(d) Generally to act as agent or attorney for the transaction of business, the management of estates, the investment and collection of moneys, rents, interests, dividends, mortgages, bonds, bills, notes and other securities ;

Act as agent
for register-
ing, &c.,
transfers,
&c., of stocks,
&c. ;

(e) To act as agent for the purpose of registering, issuing and countersigning the transfers and certificates of stocks, bonds, debentures or other obligations of the Dominion of Canada or of any province thereof,

- or of any corporation, association or municipality, and to receive and manage any sinking fund therefor on such terms as may be agreed upon ;
- (f) To countersign and certify any investment purporting to be secured by property transferred to the corporation ; Certify investments, &c. ;
- (g) To accept and hold the office and perform all the duties of the offices of auditor, accountant, receiver, trustee, assignee, trustee for the benefit of creditors, liquidator, executor, administrator, guardian, tutor and curator, and to accept the duty and act generally in the administration, liquidation and winding up of estates, partnerships, companies and corporations, notwithstanding the provisions of articles 364, 365, 366 and 367 of the Civil Code preventing the corporation acting in any of the said capacities— which articles shall in nowise affect the present corporation ; Accept, &c., office of auditor, &c. ;
- (h) To invest moneys in moveable or immoveable property for the benefit of any person or corporation, to undertake the care and management of investments so made and similar investments and to guarantee the security of the same and advance money on the security of same ; Invest moneys for others, &c. ;
Manage investments, &c. ;
- (i) To act as trustee in respect of any debenture, bond, mortgage, hypothec or other security issued according to law by any municipal corporation or by any company or corporation incorporated in the Province of Quebec or elsewhere or by any province of Canada or by the Dominion of Canada ; Act as trustee for issue of debentures, &c. ;
- (j) To guarantee any investment made by the corporation as agent or otherwise ; Guarantee investments ;
- (k) To sell, pledge, mortgage or hypothecate any mortgage or other security or any other moveable or immoveable property held by the corporation, from time to time, and to make and execute all requisite conveyances, deeds, assurances, obligations and hypothecs in respect thereof ; Sell, &c., securities, &c. ;
- (l) To charge, collect and receive, for all such services, duties and trusts, all proper remuneration, besides legal costs, usual and customary charges and expenses, even when the said corporation is acting as tutor, curator, guardian, executor, administrator, trustee and mandatary ; Charge remuneration for services, &c. ;
- (m) To acquire, by purchase, lease or other title and to hold, use, sell, alienate and convey any immoveable property necessary for the carrying on of the undertaking of the corporation ; Acquire, &c., property for carrying on its business ;

Grant, &c.,
terminable
annuities, &c.;

(n) To grant and sell terminable and life annuities and to invest the proceeds of the sale of annuities and all moneys of the company, other than their capital reserve or accumulated profits, and all moneys entrusted to them for investment upon the security of or in the purchase of annuities, mortgages upon lands and debentures of municipalities, and all securities in which trustees are by law authorized to invest trust moneys, and to guarantee any investments made by it as agent or otherwise, provided that nothing herein shall be held either to restrict or to extend the powers of the corporation as trustee or agent under the terms of any trust and agency that may be conferred upon it; to sell, pledge or mortgage any mortgage or other security or any moveable or immoveable property held by the corporation and to execute all requisite conveyances in respect thereof.

Security not
to be required
from corpora-
tion for per-
formance of
any duties.

4. Notwithstanding any law or rule of practice to the contrary, whenever the corporation is appointed to any office it shall not be required to give any security for the due performance of its duties in connection with such office, unless the court sees fit to order otherwise.

Trust moneys,
&c., held, not
liable for
debts, &c., of
corporation.

5. Moneys, properties and securities received or held by the corporation upon trust or as agent of any person or body corporate shall not be liable for the debts or obligations of the corporation.

Corporation
to render an-
nual accounts
to courts ap-
pointing it to
any trust, &c.

6. In case of the appointment of the corporation to any trust or office by any court in Canada or the judge or prothonotary thereof, such court may, from time to time, require the corporation to render an annual account of its administration of the particular trust or office to which it has been so appointed; and may, from time to time, appoint a suitable person to investigate the affairs and management of the corporation and as to the security afforded to those by or for whom its engagements are held, and such person shall report thereon to such court, and the expenses of such investigations shall be borne as ordered by such court.

President,
&c., liable to
*contrainte par
corps* in cer-
tain cases.

7. The president, vice-president, secretary or manager of the corporation shall be liable to *contrainte par corps* personally in those cases in which individuals exercising the same functions would be liable.

8. In the investment of any moneys received by the corporation in any of the capacities or qualities set forth in article 981^o of the Civil Code, the corporation shall be subject to the provisions of the said article.

Civil Code 981^o to apply to corporation in certain cases.

9. The agreement contained in the two indentures, between The Ottawa Trust and Deposit Company, Limited, and The Toronto General Trusts Corporation, set out in schedule A of this act, is hereby ratified and confirmed, and all the terms of said agreement contained in the said two indentures are hereby legalized and declared to be lawful, valid and operative to the same extent and in the same manner as if the several clauses of the said agreement contained in the said two indentures were set out and enacted as part of this act. and each of the companies to the said agreement is hereby declared to have had the power at the respective date to execute the said agreement on its part.

Certain indentures ratified and confirmed.

10. All the lands, mortgages, hypothecs, encumbrances, charges, leases, assets, moveable and immoveable property, rights and credits of every description, nature and kind belonging to or standing in the name of The Ottawa Trust and Deposit Company, Limited, hereinafter called "the company," are hereby transferred to and vested in The Toronto General Trusts Corporation, hereinafter called "the corporation" to and for the use and benefit absolutely of the corporation, its successors and assigns, for all the estate, right, title, interest, claim and demand which the said company has at the time of the passing of this act; and the corporation shall be and is hereby empowered to exercise all the powers, rights and privileges over or in respect of the said lands, mortgages, hypothecs, encumbrances, charges, leases, assets, moveable and immoveable property, rights and credits of every description, nature and kind which the said company has or has had, and may sell or convey or assign all or any of the said lands and execute discharges, releases, radiations and cessations of the said mortgages, hypothecs, charges and encumbrances, and exercise all other powers contained in the said mortgages, hypothecs, charges, encumbrances and leases in the name of the corporation in the same manner as if the corporation had been named as the grantee or lessee of said lands or the mortgages or charges in said mortgages, hypothecs, charges and encumbrances; and no action, suit or proceeding, being carried on, shall be discontinued or abated, nor shall the proceedings under any power become defective by reason of this act or of the said agreement as contained in the said two indentures, but the same shall be continued in the name of the corporation, which shall have the same rights and be subject to the same liabilities and shall pay

Certain property vested in corporation, &c.

and receive the like costs and remuneration as if such actions, suits or proceedings had been commenced or defended in the name of the corporation.

Certain trusts, &c., to be carried out by corporation.

11. All trusts of every description, whether incomplete or inchoate, and all and every duty assumed by the company are hereby transferred to and vested in the corporation as fully and effectually as if the corporation had been originally named as trustee, executor, administrator, assignee, guardian, cessionnaire, committee, tutor, curator, liquidator or agent in the deed or instrument of creation or judgment, or order of any court, judge or prothonotary, and all trusts or duties now vested in the said company are hereby transferred to and vested in the said corporation.

Corporation to be substituted to company in certain documents, &c.

12. Whenever, in any will or other testamentary document or disposition, or in any deed, mortgage, indenture or instrument of appointment, or in any other way, any estate, moneys, or other property is intended at the time or times of the publishing, making, executing or signing any such document, thereafter to be vested or administered or managed by or put in the charge, as trustee, executor, guardian, curator, tutor, agent or otherwise, of the said company, the name of the said corporation shall be considered as substituted for the said company, and such will, testamentary document or disposition, deed, mortgage, indenture or instrument of appointment or other document, shall vest the subject matter therein described in the said corporation, according to the tenor, and at the time indicated or intended by any such will, testamentary document or disposition, deed, mortgage, indenture or instrument of appointment or other document, the intention being that the corporation shall be considered and taken as standing as to all such matters in the place and stead of the said company.

Corporation to be substituted to company in certain other documents.

13. In the case of any wills, testamentary documents or dispositions or codicils thereto, not probated at the date of the coming into force of this act, whereof probate or administration shall thereafter, be applied for in this province, wherever the name of the company shall appear as executor, or trustee, in any such will, testamentary document or disposition or codicil, such will, testamentary document or disposition or codicil shall be read, considered and enforced as if the corporation was in fact named therein, and the corporation shall, in respect of such will, testamentary document or disposition or codicil, have the same status and rights as the said company; and in the cases of all probates, administrations, guardianships, committeeships, curatorships, tutorships or appointments of administrator or guardian or

committee, or liquidator *ad litem* or other appointment heretofore issued, or made by any court of this province to the company, which at the date of the passing of this act are still current, and from which the said company has not been finally discharged, the corporation is hereby substituted for the said company, and such probates, administrations, guardianships, committeeships, curatorships and tutorships and administrations, guardianships, committeeships and liquidatorships *ad litem* shall thereafter be proceeded with and completed by and in the name of, and as if originally granted to the corporation instead of to the said company.

14. All persons and corporations to which the said company is indebted or is under an obligation, liability, contract or duty, shall have the same rights and remedies in respect thereof against the said corporation direct as such persons or corporations have against the said company.

Rights of persons having claims against company to be exercised against corporation.

15. With respect to any indebtedness, obligations, liability, contract or duty to the said company which any persons or corporations are under, the said corporation shall have the same rights and remedies against such persons or corporations direct as the said company has against them.

Corporation substituted to company in certain rights.

16. The registrar of each county is hereby authorized and directed to accept this act and give effect thereto as a transfer and assignment to the said corporation of any lands, charges, mortgages, encumbrances or interests in land, subject to the payment of the charges, dues and fees required in similar cases.

Registrars to accept this act as effecting transfer to corporation. Proviso.

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

Coming into force.

SCHEDULE A

Indenture dated 13th July, 1903.

This indenture, made in triplicate this 13th day of July in the year of our Lord, one thousand nine hundred and three.

BETWEEN

THE OTTAWA TRUST AND DEPOSIT COMPANY, LIMITED, hereinafter called the "Vendor Company,"

of the first part ;

AND

THE TORONTO GENERAL TRUSTS CORPORATION, hereinafter called the "Purchasing Company,"

of the second part.

Whereas the "Vendor Company" and the "Purchasing Company" were each duly incorporated under the laws of the Province of Ontario, and stand duly registered under The Loan Corporations' Act ;

And whereas The Ontario Loan Corporations' Act, Chapter 205, Revised Statutes of Ontario, 1897, (as amended by sundry acts, including 3 Edward VII, chapter sixteen) under and in pursuance of which the said "Vendor Company" stands registered, authorizes and permits the said "Vendor Company" with the assent of the Lieutenant-Governor of Ontario in council (as provided thereby), to sell its assets and undertaking to any other company having objects similar to those of its own, for such lawful consideration as may be agreed upon ;

And whereas the objects of the "Vendor Company" and the "Purchasing Company" are similar ;

And whereas the "Purchasing Company" is desirous of purchasing and acquiring the assets and undertaking of the said "Vendor Company" as hereinafter set out and the "Vendor Company" is desirous of selling the same ;

And whereas the directors of the "Vendor Company" and the directors of the "Purchasing Company" have, pursuant to the said act and amendments thereto, entered into these presents as a joint agreement under the corporate seals of each of the said corporations for the purpose hereinafter mentioned upon the terms and conditions hereinafter set forth, in accordance with the provisions in that behalf of the said act and amendments thereto, it being intended to procure the shareholders of the said corporations respect-

ively to pass resolutions ratifying and accepting this indenture and thereafter to file the same, ratified and accepted, with the corporations registrar, and to apply for the assent of the Lieutenant-Governor in council thereto.

Now this indenture witnesseth, that in order to carry into effect the purposes hereinbefore mentioned, the "Vendor Company" and the "Purchasing Company" do hereby, in consideration of the mutual covenants and agreements hereinafter contained, covenant and agree each with the other as follows :

1. This indenture shall not be deemed to be an agreement for the union, merger, amalgamation or consolidation of the said two corporations, the "Vendor Company" and the "Purchasing Company," but it shall be deemed to be an agreement for the purchase and acquisition by the "Purchasing Company" of the assets and undertaking of the "Vendor Company."

2. Subject to the said ratification and acceptance hereof by the shareholders of the respective corporations, parties hereto, and also to the assent hereto of the Lieutenant-Governor of Ontario in council, the "Vendor Company" doth hereby sell and effectually convey and transfer as a going concern to the "Purchasing Company" to and for the absolute use and benefit of the "Purchasing Company," and the "Purchasing Company" doth hereby purchase, all and singular the assets, undertaking, good-will and business, and the lands, buildings, hereditaments and all mortgages, charges, liens, interests, possibilities, rights, privileges and franchises, leases and licenses, goods, chattels and effects, moneys, credits, debts, obligations, stock and stock-subscriptions, books, records, title-deeds, papers and documents, and all bills, notes, things or choses in action, contracts, agreements, securities and all other property and assets, real, personal or mixed, and all rights and incidents appurtenant thereto whatsoever, of or belonging to the "Vendor Company," as beneficial owner, or held by the "Vendor Company" as fiduciary, within the meaning of section 49 *a* of The Loan Corporations' Act, or as agent, or otherwise whatsoever; also all trusts of every description and kind, including incomplete or inchoate trusts, together with all the estate, money and property, interest, possibility or right in connection with or in any way belonging to the said trusts.

3. As and for the consideration for the said sale, conveyance and transfer, and upon and from the said conveyance and transfer assented to by the Lieutenant-Governor of Ontario in council, the "Purchasing Company"—

(1) Shall assume all the debts and liabilities of the said "Vendor Company," and from the said assent,

hereto, the creditors of the said "Vendor Company" shall be to all intents and purposes creditors of the said "Purchasing Company," and shall have the same rights and remedies against the said "Purchasing Company" as they would have had against the said "Vendor Company" had this agreement not been made, or had the said assent not been given. The said "Purchasing Company" hereby covenants and agrees with the said "Vendor Company," its successors and assigns to pay, discharge, carry out and perform all the debts, liabilities, obligations, contracts and duties for or in respect of which the said "Vendor Company" is or might hereafter become liable to pay, discharge, carry out and perform, and the said "Purchasing Company" hereby further covenants and agrees with the said "Vendor Company," its successors and assigns to indemnify and save harmless the said "Vendor Company," its directors and shareholders or any of them, from every such debt, liability, obligation, contract and duty.

- (2) Shall, upon the assent hereto of the Lieutenant-Governor of Ontario in council, pay and distribute, among the present shareholders of the "Vendor Company" in proportion to their respective holdings or stock in the "Vendor Company," and which said holdings represent 4,040 shares, upon which 25 per centum has been paid thereon, the sum of \$154,150.45, together with interest thereon at 6 per cent. per annum calculated from the first day of April, 1903, and such respective holdings of stock shall be ascertained in manner following, that is to say: The directors of the "Vendor Company" shall prepare and submit to the "Purchasing Company" a schedule certified by the manager of the "Vendor Company," showing the names of all its shareholders who are entitled to participate in the distribution of the said purchase money, together with their several post-office addresses and the proportion of the total amount of purchase money to which each shareholder is entitled, and such schedule shall be final and conclusive upon both the "Vendor Company" and the "Purchasing Company," and upon every shareholder thereof respectively, and the payment of the purchase money, as may be required by this indenture in each individual case to such persons in the proportion or amounts to which each is legally entitled according to the said schedule, shall be a full

and complete discharge to the "Purchasing Company" for the said purchase money, the whole money consideration under this indenture, and on, from and after the said assent hereto of the Lieutenant-Governor of Ontario in council, each holder of shares in the "Vendor Company" shall be deemed to have surrendered his shares in the "Vendor Company" and to have become entitled to receive from the "Purchasing Company" his said proportion of the said purchase money in full satisfaction of his said shares and of all his right, title and interest in the "Vendor Company," or in the assets thereof.

- (3) Where a proper cheque of the "Purchasing Company," drawn on any chartered bank of Canada for the said proportion of the purchase money payable to any such shareholder (the "Purchasing Company" having in the said bank funds sufficient for such cheque) has been delivered to such shareholder personally, or a closed prepaid letter containing such cheque and addressed as the name and address of such shareholder appear on the said schedule has been delivered to the Post Office, and such letter has not been returned undelivered by the Post Office, it is hereby understood and agreed, that such delivery shall *prima facie* operate as a discharge of the "Purchasing Company" from the said proportion of the purchase money.

4. With respect to any indebtedness, obligation, liability, contract or duty to the "Vendor Company" which any person or corporation is under, the "Purchasing Company" shall have the same rights and remedies against such person and corporation direct as the "Vendor Company" has.

5. The "Vendor Company" and the "Purchasing Company" shall each convoke, and pursuant to proper notice in that behalf shall, on or before the tenth day of August, 1903, hold the necessary shareholders' meeting, to which this indenture shall be submitted for ratification and acceptance, and each company respectively shall use all reasonable and lawful means to procure such ratification and acceptance, and also to obtain the assent hereto of the Lieutenant-Governor of Ontario in council, and the "Vendor Company" shall also execute and do all such other assurances, acts and things as are required to be done for the effectual sale, conveyance and transfer of its assets and undertaking under the provisions of the said act, or as may reasonably be required by the "Purchasing Company" to carry out fully and effectually and to complete this indenture and to perform the agreements herein contained.

6. This indenture is conditional upon the same being ratified and accepted by the shareholders of each of the said companies at a meeting thereof to be held separately for the purpose of taking this indenture into consideration, and also (after the said ratification) upon the said indenture being assented to by the Lieutenant-Governor of Ontario in council.

7. The "Purchasing Company" shall take over the charge, control and management of the business of the "Vendor Company" upon and from the date of the assent to this indenture of the Lieutenant-Governor of Ontario in council, and shall also assume all the debts, liabilities, obligations, contracts and duties of the "Vendor Company," upon and from the said date.

8. This indenture shall be deemed to prescribe the terms and conditions of the sale of the assets of the "Vendor Company" to the "Purchasing Company" and the mode of carrying the said sale into effect, in accordance with the provisions of The Loan Corporations' Act.

9. As from the date of the assent of the Lieutenant-Governor of Ontario in council to this indenture, the said "Vendor Company" shall be dissolved, except so far as is necessary to give full effect to this indenture.

10. Nothing herein contained shall be deemed or taken to prejudice or affect any bond or agreement of indemnity or undertaking given by any individual shareholder or shareholders of the "Vendor Company," or by any individual or individuals whomsoever to the "Purchasing Company" regarding any of the assets, property, business or trusts of the "Vendor Company."

IN WITNESS WHEREOF the said parties hereto have hereunto affixed their corporate seals under the hands of their proper officers.

THE OTTAWA TRUST & DEPOSIT Co., LIMITED

.....
L. S.
.....

GEO. P. BROPHY, President

H. W. CHAMBERLAIN, Manager.

THE TORONTO GENERAL TRUSTS CORPORATION

.....
L. S.
.....

S. C. WOOD, Vice-President

J. W. LANGMUIR, Man'g. Director.

Signed, sealed and delivered in the presence of

W. B. FINLEY

E. T. MALONE.

Supplementary Indenture dated 30th July, 1903

This Indenture made in triplicate this 30th day of July, in the year of our Lord one thousand nine hundred and three.

BETWEEN

THE OTTAWA TRUST AND DEPOSIT COMPANY, LIMITED, hereinafter called the "Vendor Company,"

of the First Part ;

AND

THE TORONTO GENERAL TRUSTS CORPORATION, hereinafter called the "Purchasing Company,"

of the Second Part

Whereas, by indenture dated the 13th day of July, in the year of our Lord one thousand nine hundred and three, the "Vendor Company" agreed to sell, convey and transfer, and the "Purchasing Company" agreed to purchase all and singular the assets, undertaking, good-will and business, and the lands, buildings, hereditaments, and all mortgages, charges, liens, interests, possibilities, rights, privileges and franchises, leases and licenses, goods, chattels and effects, moneys, credits, debts, obligations, stock and stock-subscriptions, books, records, title-deeds, papers and documents, and all bills, notes, things or choses in action, contracts, agreements, securities and all other property and assets, real, personal or mixed, and all rights and incidents appurtenant thereto whatsoever of or belonging to the "Vendor Company" as beneficial owner, or held by the "Vendor Company" as fiduciary within the meaning of section 49 *a* of The Loan Corporations' Act, or as agent or otherwise howsoever, also all trusts of every description and kind, including incomplete or inchoate trusts, together with all the estate, money and property, interest, possibility or right in connection with or in any way belonging to the said trusts, upon the terms and conditions as in said indenture set out ;

And whereas, under and by the ninth paragraph of said indenture, it is further provided that, from the date of the assent of the Lieutenant-Governor of Ontario in council to the said indenture, the said "Vendor Company" shall be dissolved, except so far as it is necessary to give full effect to said indenture ;

And whereas, by act of the Legislature of the Province of Quebec, 63 Victoria, chapter 79, entitled "An Act to authorize The Ottawa Trust and Deposit Company (Limited)

to do business in the Province of Quebec " to which the royal assent was given on or about the 23rd day of March, 1900, the " Vendor Company " was authorized to carry on its business in the Province of Quebec, with its chief office for said province at the city of Montreal, and was further authorized and empowered as in said statute set out ;

And whereas the said " Vendor Company " in pursuance of its powers in that behalf has been and now is carrying on business in the said Province of Quebec, and is now occupying the position of " fiduciary," as interpreted by section 49 *a* of the Loan Corporations' Act (Ontario), or as agent, tutor, curator or otherwise howsoever, or in some, or one or more of said capacities with regard to property, estates, interests, trusts and persons in the Province of Quebec ;

And whereas the said business, assets, trusts and duties of the " Vendor Company " in the said Province of Quebec, together with all the incidents appurtenant thereto are included in the said sale and purchase covered by the said recited indenture of the 13th day of July, A.D., 1903, and it is not the intention of the Vendor Company " or the " Purchasing Company," or of the said recited indenture that the assent of the Lieutenant-Governor of Ontario in council referred to in the ninth paragraph thereof, shall work a dissolution of the said " Vendor Company " so as to alter or affect its standing and business under the said recited act of the Legislature of the Province of Quebec ;

And whereas, in order to amend the said recited indenture and make clear the intention of the parties thereto, it has been agreed by and between the " Vendor Company " and the " Purchasing Company " to enter into these presents ;

Now this indenture witnesseth that in order to carry into effect the purposes heretofore mentioned, the " Vendor Company " and the " Purchasing Company " do hereby in consideration of the premises, covenant and agree each with the other, as follows :—

1.—For the purpose of fully effectuating the said indenture and the matters and things therein expressed or intended, and herein in part more particularly explained, and notwithstanding anything contained in the ninth paragraph or elsewhere of the said in part recited indenture of the 13th day of July, 1903, the registrar of loan corporations shall have authority, upon the application of the " Purchasing Company," to continue or renew the present registry of the " Vendor Company " for such time, or from time to time as shall appear to the said registrar to be under the circumstances necessary or proper, but such continuation or renewal of registry shall not entitle or empower the " Vendor Company " to undertake any new trusts or to transact

any business whatsoever other than for the purpose of carrying out, completing, administering, assigning, transferring and winding up all its said existing business, assets, trusts and duties in the said Province of Quebec, and of obtaining its release and discharge therefrom and from every of them.

It is also understood and agreed that the matters and things herein contained shall be read with and form part of of the said indenture of the 13th day of July, A. D. 1903, and the same shall be accordingly amended hereby.

IN WITNESS WHEREOF the said parties hereto have hereunto affixed their corporate seals under the hands of their respective duly authorized officers.

THE TORONTO GENERAL TRUSTS CORPORATION

L. S.

JOHN HOSKIN, President

J. W. LANGMUIR, Man'g. Dir.

THE OTTAWA TRUST & DEPOSIT CO., LIMITED

L. S.

GEO. P. BROPHY, President

H. W. CHAMBERLAIN, Manager.

Signed, Sealed and Delivered in the presence of

E. T. MALONE

JOHN JAMES LENNIE.

COPY OF AN ORDER IN COUNCIL approved by His Honour the Lieutenant-Governor of Ontario in Council on the Eleventh day of September, A. D., 1903.

(Revised Statutes of Ontario, 1897, Chapter 205, Sec. 44.)

(COPY)

Upon the recommendation of the Registrar of Loan Corporations, dated 8th September, 1903, and upon the recommendation of the Honourable the Attorney-General, the Committee of Council advise that, pursuant to the provisions of section 44 of The Loan Corporations' Act, the agreement contained in two indentures dated, respectively, 13th July, 1903, and 30th July, 1903, made between The Ottawa Trust

and Deposit Company, Limited, and The Toronto General Trusts Corporation, and ratified and confirmed by the shareholders of the respective companies for the sale and purchase of the assets of The Ottawa Trust and Deposit Company, Limited, be assented to by Your Honour.

Certified

(Signed) J. LONSDALE CAPREOL
Ass't Clerk, Executive Council.

COPY OF CERTIFICATE of the Honourable the Attorney-General of the Province of Ontario, given pursuant to The Loan Corporations' Act.

(Revised Statutes of Ontario, 1897, chapter 205, section 45.)

(COPY.)

(Crown Arms, Ontario.)—Province of Ontario.

IN THE MATTER of The Loan Corporations' Act, and in the matter of the sale, under the said act, of the assets, undertaking, good-will and business of The Ottawa Trust and Deposit Company, Limited, to The Toronto General Trusts Corporation

The Attorney-General for the Province of Ontario, being the minister under whose direction The Loan Corporations' Act of the said province is administered, hereby certifies, that, pursuant to the said act, an agreement contained in two indentures, bearing date respectively the thirteenth day of July, A.D., 1903, and the thirtieth day of July, A.D., 1903, for the sale of the assets, undertaking, good-will and business of the corporation known as The Ottawa Trust and Deposit Company, Limited, hereinafter called the Vendor Company, to the corporation known as The Toronto General Trusts Corporation duly executed by the said corporations, duly ratified by the shareholders of the said Vendor Company on the fifth day of August, A.D., 1903, and duly ratified by the shareholders of The Toronto General Trusts Corporation on the sixth day of August, A.D., 1903, was in terms of the said act assented to by the Lieutenant-Governor of Ontario in Council, on the eleventh day of September, A.D., 1903, and that on, from and after the said eleventh day of September, A.D., 1903, the said agreement took effect as the sale, transfer and conveyance to the said The Toronto General Trusts Corporation of all the assets, under-

taking, good-will, business, property, interests, rights and all incidents appurtenant thereto whatsoever, of or belonging to the said Vendor Company as beneficial owner, or held by the said Vendor Company as fiduciary within the meaning of section 49 *a* of the Loan Corporations' Act, or as agent, or otherwise whatsoever; also all trusts of every description and kind, including incomplete or inchoate trusts, together with all the estate, money and property, interest, possibility or right in connection with or in any way belonging to the said trusts as in the said agreement more fully set out; and that on, from and after the said eleventh day of September, A. D., 1903, all the terms, provisions and conditions of the said agreement and of the said The Loans Corporations' Act relating thereto went into full force and effect.

A copy of the said agreement contained in the two said indentures is annexed hereto and forms part of this certificate.

This certificate is given under the provisions of the said The Loan Corporations' Act.

GIVEN IN TRIPLICATE under my hand and seal of office this twenty-first day of September, A. D., 1903.

.....
: Seal :
.....

(Signed) J. M. GIBSON

Attorney-General.

CERTIFICATE OF CORPORATIONS REGISTRAR.

Revised Statutes of Ontario, 1897, chapter 205, section 47.

I, the undersigned, the Corporations Registrar under the Loan Corporations' Act, hereby certify that there has been filed in my office one of the triplicate originals of the agreement (contained in two duly executed indentures bearing date respectively the thirteenth day of July, A. D., 1903, and the thirtieth day of July, A. D., 1903), for the sale of the assets, undertaking, good-will and business of The Ottawa Trust and Deposit Company, Limited, to The Toronto General Trusts Corporation, which agreement was duly ratified by the shareholders of the said The Ottawa Trust and Deposit Company, Limited, on the fifth day of August, A. D., 1903, and by the shareholders of the said The Toronto General Trusts Corporation on the sixth day of August, A. D., 1903; also that the within printed indentures are true copies of the said agreement so executed and ratified; also that, pursuant to the said act, the assent of His Honour the Lieutenant-Governor of the Province of

Ontario in Council was given to the said agreement by Order in Council approved on the eleventh day of September, A. D., 1903, and that hereinbefore on the said printed agreement indorsed is a true copy of the said Order in Council ; also that there has been filed in my office one of the triplicate originals of the certificate of the Honourable the Attorney-General of the said Province certifying to the said assent and to the said sale, and that a true copy of the said certificate is to this certificate prefixed.

Given under my hand and seal of office this 15th day of December, A. D., 1903.

.....
: L. S. :
.....

J. HOWARD HUNTER

Registrar of Loan Corporations.

CH A P. 94

An Act to incorporate the Association of the Master Printers
of Quebec

[Assented to 2nd June, 1904]

Preamble.

WHEREAS it has been represented by petition of the persons hereinafter mentioned :

That there exists in Quebec an association called "The Association of the Master Printers of Quebec," organized for the purpose of mutual assistance and of promoting the interests of printing generally in Quebec and its vicinity ;

That it has become necessary for the proper working of the association that it should enjoy the rights, privileges and powers of an incorporated association ;

Whereas the members of the said association have, by their petition, prayed to be incorporated, and whereas it is expedient to grant their prayer ;

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

TITLE I

CONSTITUTION AND ORGANIZATION OF THE CORPORATION

Persons incor-
porated.

1. Joseph Dussault, Frank Carrel, T. J. Moore, L. A. Proulx, Jos. Mercier, Jos. Beauchamp, Frs. N. Faber, Léger Brousseau, L. E. Thompson, J. A. K. Laflamme, G. Vincent, printers, Cyrille Delage, representing *La Compagnie de Publi-*