

(b) That the said Sisters shall, so as to secure the repayment of any sum that may be paid under this guarantee, sign, in favor of the Government, a deed of hypothec, to the satisfaction of the Lieutenant-Governor in Council, upon the said new buildings and upon the present buildings, as well as upon the land upon which they are built or will be built, and

(c) That the said Sisters shall insure the said buildings for at least three-fourths of their value and shall transfer the policies effecting such insurance to the Government.

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

### CAP. III

An Act respecting the Protestant Hospital for the Insane.

[Assented to 10th March, 1899]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

1. The contracts in Schedules A and B to this act, between the Government of this Province and the Protestant Hospital for the Insane, passed on the 27th day of January, 1899, are approved and ratified. Contracts ratified.

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

### SCHEDULE A

On this twenty-seventh day of the month of January, in the year of our Lord one thousand eight hundred and ninety-nine :

Before me, G. R. LIGHTHALL, the undersigned notary public for the Province of Quebec, residing and practising in the city of Montreal, in the said Province :

#### PERSONALLY APPEARED

The Honorable JOSEPH E. ROBIDOUX, residing in the city of Quebec, herein acting in his quality of Provincial Secretary of the Government of the said Province of Quebec, and herein acting for and on behalf of the said Government of said Province by an order in council of date the thirty-first day of August now last past,

eighteen hundred and ninety-eight, duly approved by His Excellency the LIEUTENANT-GOVERNOR of said Province of Quebec, on the first day of September last past, eighteen hundred and ninety-eight, copy of which said order in council duly authenticated is hereto annexed, signed and paraphed *ne varietur* by the parties hereto, and said notary,

OF THE FIRST PART ;

And the PROTESTANT HOSPITAL FOR THE INSANE, a body politic and corporate, duly incorporated by law, and herein represented by WOLFERSTAN THOMAS and ROBERT REID, both of the said city of Montreal, Esquires, herein acting in their qualities of President and Honorary Secretary, for the time being, of said hospital, and duly authorized for the ends and purposes hereof by a resolution of the board of governors of the said Protestant Hospital for the Insane, passed at Montreal on the twenty-ninth day of December now last past, and of which a certified copy is hereto annexed, signed and paraphed *ne varietur* by the parties hereto and said notary,

OF THE SECOND PART.

Which said parties declared unto said Notary to have covenanted and agreed together as follows, to wit :

That whereas, by an order in council bearing the No. 448, dated the thirtieth day of August eighteen hundred and ninety-two, the said Government of the said Province of Quebec did guarantee the capital and interest on the debentures issued by the said Protestant Hospital for the Insane to the amount of one hundred and fifty thousand dollars, and interest at the rate of four and one half per cent per annum.

That by memorandum sent by way of letter of date the fourth day of May eighteen hundred and ninety-five, the directors or governors of said hospital did request the said Government to charge itself with the payment of the interest of their debentures, amounting to thirty-five thousand dollars.

That the said Government, by an order in council of date the fourteenth day of June, eighteen hundred and ninety-five, informed the said Protestant Hospital for the Insane that it would charge itself for three years, dating from the first day of July eighteen hundred and ninety-five, with the payment of interest on the debt then due of one hundred and fifty thousand dollars, at a rate not exceeding four and one half per cent per annum, and that it would charge itself also with the payment of interest on the additional debentures of thirty-five thousand dollars, which the said

directors proposed to issue, and that it would guarantee, on the whole amount of one hundred and eighty-five thousand dollars, the interest on the debentures under the same conditions and obligations as those already existing to wit, namely :

A new mortgage and additional policies similar to those granted and given for the one hundred and fifty thousand dollars, and that this guarantee would be for a term of twenty years, and three years above mentioned, namely : from the first day of July, eighteen hundred and ninety-five, to the first day of July, eighteen hundred and ninety-eight, being therein comprised or included.

That by a contract passed between the said Government and the said Protestant Hospital for the Insane, before E. G. Simard, notary public of Montreal, of date the seventeenth day of April, eighteen hundred and ninety-six, and made according to the act 59 Victoria, chapter 5, section 2, the Government *de facto* charged itself with the payment of interest for the term of three years on the one hundred and eighty-five thousand dollars of debentures, issued by the directors or governors of the said hospital, and that in the same document it is also declared that it will be legal for the Lieutenant-Governor in council to give the same guarantee for a term not exceeding seventeen years.

That a new agreement or contract for maintenance of patients between the said Government and the said Protestant Hospital for the Insane has been passed and that it agrees to give to the governors of the said hospital, during the entire length of the said contract, namely :—ten years, the same advantages that they had under the temporary contract, which ended on the first day of July last past, eighteen hundred and ninety-eight.

Therefore the said Government charges itself for the said term of ten years, dating from the first day of July, eighteen hundred and ninety-eight, with the payment of the said interest on the said sum of one hundred and eighty-five thousand dollars of debentures issued by the directors or governors of the said Protestant Hospital for the Insane at a rate not exceeding four and one half per cent per annum, from the said first day of July, eighteen hundred and ninety-eight, and, as a guarantee or security to said Government of said Province of Quebec for the payment of the capital of said debentures and interest, the said Protestant Hospital for the Insane, represented as aforesaid, doth hereby specially charge, mortgage and affect, to and in favor of said Government of said Province of Quebec, accepting thereof in manner as aforesaid :

That certain farm or tract of land situate and being in the municipality of Verdun, in the county of Hochelaga, in said Province of Quebec, and known and designated upon the official plan and in the book of reference for the former

parish of Montreal, as official lot number four thousand six hundred and eighty-five (No. 4685) with the buildings and machinery in buildings thereon erected.

Such is the agreement and are the conventions of the said parties hereto, who for the execution hereof have elected domicile at their offices in Montreal aforesaid.

WHEREOF ACTE :

DONE AND PASSED, at the city of Montreal, on the day, month and year first hereinbefore written, under the number three thousand five hundred and eighty-four 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 said undersigned notary.

(Signed) J. E. ROBIDOUX, *Secretary*  
of the Province of Quebec.

“ F. WOLFERSTAN THOMAS, *President.*

“ ROBERT REID, *Hon. Secty.*

“ GEO. R. LIDTHALL, *N.P.*

A TRUE COPY of the original hereof remaining of record in my office.

(Signed), G. R. LIDTHALL, *N.P.*

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SCHEDULE B

On this twenty-seventh day of the month of January, in the year of Our Lord, one thousand eight hundred and ninety-nine.

Before me, GEORGE R. LIDTHALL, the undersigned Notary Public for the Province of Quebec, residing and practising in the city of Montreal, in the said Province :

PERSONALLY APPEARED

The PROTESTANT HOSPITAL for the INSANE, a body politic and corporate, incorporated by the act 44-45 Victoria, chapter 50, Statutes of Quebec, hereunto represented by

F. WOLFERSTAN THOMAS, esquire, of the city of Montreal, in his quality of president, for the time being, of the said PROTESTANT HOSPITAL for the INSANE, duly authorized for the effect hereof by a resolution of the board of governors of the said PROTESTANT HOSPITAL for the INSANE, passed at Montreal, on the twenty-ninth day of November, 1898, and of which a certified copy is hereunto annexed and signed by the parties and by me the said Notary, for identification,

OF THE ONE PART.

And the Honorable JOSEPH E. ROBIDOUX, of the city of Quebec, Provincial Secretary of the Government of the said Province of Quebec, duly authorized for the effect hereof, by an Order in Council, dated the twenty-eighth day of June last past (1898), and bearing the number 376, and of which a certified copy is hereunto annexed and signed by the parties hereto and by me the said Notary, for identification,

OF THE OTHER PART.

Which said parties have covenanted and agreed together as follows :

Whereas, by a resolution adopted by the Legislative Assembly of the Province of Quebec, on the 20th December, 1890, the said Legislative Assembly of the said Province of Quebec did empower the Lieutenant-Governor in Council to authorize the Provincial Secretary, on behalf of the Province, to enter into an agreement with the said Protestant Hospital for the Insane, for the maintenance and treatment of the Protestant insane on certain conditions and for a certain period therein mentioned.

In consequence whereof the said Protestant Hospital for the Insane, represented as aforesaid, covenanted and agreed with the said Government of the said Province of Quebec, by contract of date the 2nd February, 1891, which was passed before F. X. Gosselin, Notary Public of Quebec, of said last mentioned date, to furnish, at their cost and expense during a period to be computed from the 3rd July, 1893, with a convenient lodging for the Protestant insane and idiots, who should be sent to them by order of the Government of this Province, and to give them good, sound and sufficient food, raiment and clothing, proper care and attendance, and everything that might be necessary for their care, maintenance, clothing, diet and treatment as well in good health and in sickness, the whole as more carefully stated in said contract and agreement hereinbefore mentioned and agreeing to the schedule thereunto annexed.

It being thereby specially understood that the said schedule was a minimum of what should have to be furnished on the conditions thereunto annexed, namely :

1. That the Province of Quebec retains and assumes the absolute control of the medical services, to wit :—The guardians of the patients insane, be under the control of the medical officer or superintendent, who may dismiss them if he found them incompetent and unfit.

That they are all exclusively employed for the care of the patients, and should not absent themselves from their work without the permission of the said medical superintendent.

That they should not be under twenty-one years of age nor over sixty-five years of age.

That the patients should be under the direction of the medical superintendent, and particularly as to their physical exercise and work.

That the medical superintendent should also regulate the nature and duration of the occupations of each of said patients, namely :

If they should receive visitors or not. The authorities of said hospital should be obliged, upon the instructions of the medical superintendent, to employ the patients at work in several occupations or on the farm, and also to create, as the same may or might be, some easy industries so as to give them work or to create a mode of treatment.

That the patients' clothing and raiment should be suitable according to the different seasons, so as to allow them to go out as much as possible every day.

2. That the Protestant character of the institution secured by its act of incorporation, and powers, rights and privileges conferred upon said hospital and its board of governors by its said act of incorporation, should not be impaired nor held to be waived in any respect by said contract ; nor should said contract be invoked by any party as a suspension of or interference with said charter or act of incorporation.

3. That the number of guardians to be employed by the said Protestant Hospital for the Insane and the number of patients to be assigned to each, should be regulated by the Provincial Secretary, on the advice of the medical superintendent.

4. That any extra medical comfort that might be furnished to the patients by order of the medical superintendent, not detailed in the above mentioned schedule, should be deemed to form part of the medical treatment, and should be furnished on behalf of and at the expense of the Province.

5. That an accountant should be appointed by the Lieutenant-Governor in council to keep such books as the Provincial Secretary may or might advise, in connection with the said hospital, and that the said hospital should lodge and

board the said accountant, but that his salary should be paid by the said Province.

6. That the said contract should be subject to the laws governing public Lunatic Asylums and the regulations made thereunder, and that the said hospital and the authorities thereof agree to submit thereto at all times.

7. That the said Protestant Hospital for the Insane should make or cause to be made, in the buildings now used for lodging the said patients, all and every alterations and modifications that might 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 a more complete safety to the patients, or necessary for the classification and treatment of the patients received in the said hospital : provided however that said alterations and modifications should not be too onerous and be absolutely necessary, and, in case of any dispute in the matter, the same should be referred to one of the police magistrates for the district of Montreal, whose decision should be final and without appeal, the said judge not being bound to follow the ordinary procedure.

8. That the said hospital should be obliged to conform themselves to all recommendations, suggestions and prescriptions that should be made and given to them by the medical officer or officers appointed by the Lieutenant-Governor in council or the Provincial Secretary.

9. That the Province may or might during the pendency of the said contract, purchase the buildings of the hospital for a sum to be named by arbitrators to be appointed as follows : One by the Lieutenant-Governor, one by the authorities of the said hospital, and the third by the two first ones.

10. That the violation of every or any of the provisions of the said contract on the part of the said hospital and the authorities thereof, shall be considered as a sufficient cause or reason for annulling the said contract.

And the said Government of the said Province of Quebec was bound to pay to the said Protestant Hospital for the Insane for each insane or idiot so received in the said hospital, the sum of one hundred and sixteen dollars per annum, during the whole period of said contract, without any other additional charge whatsoever, except as above mentioned for extra medical care. Such said consideration to be paid by the Government to the said hospital every three months upon production by them of a detailed account, according to the form approved of by the Government

That the medical officer or officers or superintendents or accountant, be paid by the Government, so long as he or they should fulfil the said office or offices.

It was also stipulated and agreed that the said hospital should have the right to ask for and receive three dollars

from the Government for each and every patient who died and was interred by the hospital authorities during the said contract.

It was also stipulated and agreed that the Protestant Hospital for the Insane should 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.

And finally that the said contract should be binding on the said Protestant Hospital for the Insane only when it would be ratified and approved of by the board of governors of the said hospital duly called for.

The aforesaid contract so executed before the said F. X. GOSSELIN, Notary Public, of date the second day of February, eighteen hundred and ninety-one, having been made for the term reckoning from the date of said contract to the first day of July eighteen hundred and ninety-five, expiring on said last mentioned date.

And whereas the Government of the said Province of Quebec, represented as aforesaid and authorized as aforesaid, have agreed with the said Protestant Hospital for the Insane to prolong and extend the said contract under the same terms, conditions, obligations and stipulations as therein set forth, for the further term of thirteen years, which included a contract for three years, entered into between the said Government of the said Province of Quebec, and the said Protestant Hospital for the Insane, reckoning from the first day of July, eighteen hundred and ninety-five.

Now therefore, these presents witness that the said parties hereto do hereby covenant and agree under the authority of the above-mentioned order in council No. 376 of the 29th June, 1898, that the Government of this Province shall pay, during the term and space of ten years from the first day of July now last past, the sum of \$116.00 a year for each public insane kept in the said Protestant Hospital for the Insane, so long as the population of the said hospital shall not have reached one thousand, and when the number of public patients in said hospital shall be of one thousand, the price to be paid for the board and keeping of the same shall be one hundred dollars a year for each, under the same terms, conditions, reservations and agreements as are mentioned and set forth in the said contract, made and executed before the said F. X. GOSSELIN, notary public, of date the 2nd day of February, 1891.

#### WHEREOF ACTE :

DONE AND PASSED, at the said city of Montreal, in the office of GEORGE R. LIGHTHALL, said undersigned notary, on the day, month and year first hereinbefore written, under the number three thousand five hundred and eighty-



five 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 said undersigned notary.

(Signed) J. E. ROBIDOUX, *Provincial Secretary.*

“ F. WOLFERSTAN THOMAS, *President*

“ ROBERT REID, *Hon. Secty.*

“ GEO. R. LIGHTHALL, *N. P.*

A TRUE COPY of the original hereof remaining of record in my office.

(Signed) GEO. R. LIGHTHALL, *N. P.*

#### C A P. IV

An Act respecting the time within which the works upon certain railways are to be completed and respecting certain railway subsidies.

[Assented to 10th March, 1899]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

1. The time within which the works upon the Pontiac Pacific Junction Railway are to be completed, is extended to the 31st December, 1899.

Extension of time to Pontiac Pacific Junction Ry.

2. The time within which the works upon the Great Northern Railway are to be completed, is extended to the 31st December, 1900.

Id. to Great Northern Ry.

3. Whereas, under the provisions of the act 60 Victoria, chapter 4, section 8, the Lieutenant-Governor in Council was authorized to pay the Great Northern Railway Company the balance of the subsidy transferred to it by the Lower Laurentian Railway Company by transfer of the 20th September, 1893, and the said balance was declared to be the sum of \$87,750 for 13 miles of road, to wit, \$65,000 for the balance of the subsidy in cash and \$22,750 for the balance of the land subsidy, valuing the land grant of 5000 acres per mile at 35 cents per acre, leaving out of account the sum allowed to be paid,

Certain payment to Great Northern Ry. authorized.