

CAP. VII.

An Act respecting the contract entered into between the Government, the Standard Life Assurance Company and *Les Sœurs de la Charité de Québec*.

[Assented to 8th January, 1894.]

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

1. The guarantee given on behalf of the Government in favor of the Standard Life Assurance Company, for the payment of a loan of ninety thousand dollars, with interest, made by the latter to the community known as *Les Sœurs de la Charité de Québec*, as contained in the deed hereinafter set forth, passed between the Standard Life Assurance Company, *Les Sœurs de la Charité de Québec* and the Government, on the twenty-ninth of June, eighteen hundred and ninety-three, before William de M. Marler, notary, is ratified.

Certain guarantee given by the Government by deed of 29th June, 1893, ratified.

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

Coming into force.

CONTRACT.

Before Mtre. William de M. Marler, the undersigned public notary for the Province of Quebec, residing at the city of Montreal

APPEARED :

The Standard Life Assurance Company, a company established at Edinburgh, in Scotland, recognized and empowered by divers acts of the Imperial Parliament, and especially by the Standard Life Assurance Company's Act, 1883, herein acting by William Miller Ramsay, of the said city of Montreal, the manager for the Dominion of Canada of the said company, hereinafter styled the "lenders," of the one part ;

The community called *Les Sœurs de la Charité de Québec*, a body politic and corporate, duly incorporated, having its seat of business at the city of Quebec, and herein acting by The Reverend Sister Marie Emma Sirois, dite St. Théodore, the depositary of the said community, hereunto specially authorized by a resolution passed by the council of the said community at a meeting held on the nineteenth day of June instant, approved by Monseigneur L. N. Bégin, the Coadjutor of His Eminence Cardinal Taschereau, Archbishop of Quebec, a true copy of which resolution and the approval thereof by the said Monseigneur

Bégin are hereunto annexed, after being signed *ne varietur* by the said Sister Marie Emma Sirois, in the presence of the said notary, hereinafter called the "borrower," of the second part ;

And the Honourable Louis Philippe Pelletier, advocate, and Queen's Counsel, residing at the city of Quebec, the Secretary and Registrar of the said Province of Quebec, and acting herein for and on behalf of the Government of the Province of Quebec, under and in pursuance of an order of the Lieutenant-Governor in Council, of the twenty-seventh day of June instant, of which a duly authenticated copy is hereunto annexed, of the third part ;

Who declared unto the said notary :

That whereas, by a deed of sale from the Honourable Philippe Landry and others, proprietors of the Beauport Asylum, to the borrower, executed before V. W. Larue, notary public, at Quebec, on the seventh of April last, (1893), the vendors directed the borrower (the purchaser therein named), to pay the sum of ninety-eight thousand dollars out of the price in discharge of certain hypothecary claims which exist against the immoveable property in the said deed and hereinafter described, on the first of May, then next and now last past, with interest from the said date, or to make arrangements with the creditors of the said hypothecary debts, in such manner that the vendors might never be troubled on account thereof ;

And whereas the lenders have agreed to lend to the borrower the sum of ninety thousand dollars, for the purpose of aiding it to pay the said hypothecary claims, which are hereinafter more particularly described, and of being subrogated in the privileges and hypothecs of the creditors thereof to the extent of the said sum of ninety thousand dollars against the said Beauport Asylum ;

And whereas the said sum of ninety-eight thousand dollars is the price of the moveables and furniture contained in the said Beauport Asylum and its dependencies, and used in connection with and intended for the use of the patients and staff of said asylum, and the said loan of ninety thousand dollars has been effected by the borrower for the purpose of aiding it to pay the price of the said moveables ;

And whereas, by the act passed at the last session of the Legislature of the Province of Quebec, intituled : " An Act respecting the maintenance of the insane in Beauport Asylum," the Lieutenant-Governor in Council was authorized to guarantee the payment to the proprietors of the said asylum of the price of sale of the said moveable effects, and to guarantee the payment of the capital and interest of any loan effected for the payment of the said price by the religious community which might contract for the care of the insane in the said asylum ;

And whereas the Government of the Province of Quebec has entered into a contract with the borrower for the care, keeping and maintenance of the insane in the said asylum, and the borrower has requested the Lieutenant-Governor in Council to guarantee the payment of the said loan of ninety thousand dollars effected for the above purposes ;

And whereas such guarantee is a condition of the essence of the said loan, and without which the lenders would not have agreed to make the same ;

And whereas, by the Order in Council above referred to, of date the twenty-seventh day of June instant, the Lieutenant-Governor in Council has approved of said loan and has undertaken to guarantee the payment of the same in principal and interest ;

Now these presents and I, the said notary, witness, and the parties have agreed, as follows :

Loan and Repayment.

The borrower acknowledges itself to be indebted to the lenders in the said sum of ninety thousand dollars, amount of a loan effected by the borrower for the purposes aforesaid, and which sum it acknowledges to have received, and promises and obliges itself to pay to the creditors, hereinafter mentioned, holding hypothecary claims against the property hereinafter described, and to obtain subrogation in favor of the lenders in the hypothecs securing the sums so paid.

And which sum of ninety thousand dollars the borrower promises and obliges itself to pay to the lenders in thirty years from this date, without any right to pay before the expiration of the said term, without the lenders' consent, and, until payment, the borrower obliges itself to pay interest on the said sum of ninety thousand dollars, at the rate of four and a half per centum per annum, computed from this date, and payable half-yearly on the first of May and November in each year, whereof the first payment for the period from this date will become due on the first of November next.

CONDITIONS.

This loan is thus made by the lenders upon the following conditions, to the fulfilment of which the borrower obliges itself, namely :

1. To make the payments of principal and interest at the office, in Montreal, of the lenders ;
2. To make these payments, if required by the lenders, in current gold coin of the present standard of weight, fineness and value, and not in paper or other representative of money, to the benefit of which the borrower renounces ;

3. To pay interest on all overdue interest at the same rate from the exact date of maturity until recovered by the lenders ;

4. In case of default on the part of the borrower to pay any interest payment within fifteen days after maturity, the lenders may exact payment of this loan, with all interest accrued thereon, and this without any judicial demand or notice being required ;

5. To pay the costs of this deed and its registration, and of a registered copy for the lenders, and for the renewal of such registration when required by any law whatsoever ; and to furnish to the lenders authentic and registered copies of the acquittances showing the payment of said hypothecary debts ;

6. Should the property hereinafter described or any part thereof be sold at forced sale before the complete reimbursement of this loan, or dealt with in any way that will require the lenders to receive their claim judicially, the lenders will be entitled to receive and the borrower obliges itself to pay an indemnity of five per cent. upon the amount of the said loan in principal, interest and accessories ;

7. Until this deed has been ratified by the Legislature of the Province of Quebec, the borrower obliges itself to insure the buildings, erected on the property hereinafter described, against loss or damage by fire, for a sum of at least one hundred thousand dollars, and to transfer to the lenders the policy of insurance on the property thereby insured; and the borrower has transferred to the lenders in execution of this agreement, the following policies : three policies of the North British and Mercantile Insurance Company, being Nos. 719,448 ; 719,449 and 722,558 ; a policy of the Royal Insurance Company, No. 3,083,238 ; three policies of the Lancashire Insurance Company, Nos. 642,406 ; 642,407 and 642,408, and a policy of the Commercial Union, No. 2,238,225, which policies the borrower will keep in force or will substitute other policies for like amount in their place.

Hypothec.

And to secure the payment to the lenders of the said sum of ninety thousand dollars and interest at the times and in the manner hereinbefore agreed upon, the borrower hypothecates in favor of the lenders, the following property, to wit :

Those certain lots of land, known and distinguished as lots number five hundred and ninety and five hundred and ninety-one (590 and 591), on the official plan and book of reference of St. Rochs North, and lot number seven hundred

and thirty-nine (739), on the official plan and book of reference of the parish of Beauport, in the county of Quebec, with the buildings thereon erected.

And to secure the payment to the lenders of the indemnity above stipulated, interest on all overdue interest, and any registration fees or other sums which may be expended by the lenders for the preservation of their hypothecs, or by reason of this loan, the above described property is hypothecated for a further sum of four thousand five hundred dollars.

Declaration of the borrower.

The borrower declares :

1. That the property above described belongs to it, as having acquired the same from the said Honourable Philippe Landry and others, under the deed of sale above referred to, of date the seventh of April last.

2. That the object of this loan is to pay the following hypothecary debts affecting the said immoveable property, and of subrogating the lenders in the hypothecs securing the same to the extent of the sum of ninety thousand dollars, to wit :

- a. Twenty-two thousand six hundred dollars, due under a deed of obligation, John Strang, notary, dated 12th September, 1870, registered 16th September, 1870, No. 39,685, and renewed by notice registered 17th March, 1876, No. 2,747.
- b. Four thousand seven hundred dollars, due under a deed, John Strang, notary, dated 12th September, 1870, registered 16th September, 1870, No. 39,686, and renewed by notice registered 17th March, 1876, No. 2,750.
- c. Four thousand seven hundred dollars, due under a deed, John Strang, notary, dated 12th September, 1870, registered 16th September, 1870, No. 39,687, and renewed by notice registered 17th March, 1876, No. 2,749.
- d. Twenty-two thousand dollars, due under a deed, John Strang, notary, dated 12th September, 1870, registered 16th September, 1870, No. 39,688, and renewed by notice registered 17th March, 1876, No. 2,751.
- e. Fourteen thousand dollars, due under a deed of agreement, J. A. Charlebois, notary, dated 24th October, 1872, registered 26th October, 1872, No. 43,265, and renewed by notice registered 13th March, 1876, No. 2,802.

f. Twenty-two thousand five hundred dollars, balance of the price due under the deed of sale, J. A. Charlebois, notary, 23rd September, 1884, registered 25th October, 1884, No. 70,785.

Guarantee of the Government.

And the party of the third part, acting on behalf of the Government of the Province of Quebec, guarantees the payment of the capital and interest of the present loan, And further undertakes, on behalf of the said Government, to have this guarantee ratified by the Legislature of said Province, at its next session ;

Whereof act:

Thus done and passed at the city of Montreal, on the twenty-ninth day of June, one thousand eight hundred and ninety-three, and of record in the office of the said Mtre. Marler, under the number nineteen thousand four hundred and forty-eight.

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

(Signed,)	Sister MARIE EMMA SIROIS, dite St. Théodore, <i>Dépositaire.</i>
"	LOUIS P. PELLETIER, Prov. Secy.
"	W. M. RAMSAY,
"	W. DE M. MARLER, N.P.

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

(Signed,) W. DE M. MARLER, N.P.

C A P. V I I I .

An Act to assure a valid discharge to the Government and to define the persons to whom the Government shall pay over a certain part of the price of sale of the Beauport Asylum.

[Assented to 8th January, 1894.]

Preamble.

WHEREAS, by deed made and passed at Quebec, on the seventh of April, 1893, before V. W. LaRue, esquire, notary, between the Honourable Philippe Landry and others, *Les Sœurs de la Charité de Québec* and the Government of the Province of Quebec, the property known as Beauport Asylum was sold to the said *Sœurs de la Charité*, the whole as appears by the schedule hereto annexed, which is a copy of the said deed ;