

securities as may be deemed sufficient by the directors of the said society.

The said society may also accept besides such hypothecary securities, any personal or other security which shall be offered to it as a collateral security for the loans made by the said society.

7. The said society shall have the right of making, altering, and abrogating from time to time any regulations for its government, and by a majority of two-thirds of the votes of the members present, or duly represented by a power of attorney, at any general meeting of its members held for that purpose, duly called by the president, or by three directors, by public notice inserted in two public newspapers published in the city of Montreal, one of which shall be in the French and the other in the English language, three times a week during two consecutive weeks before the day of said meeting; and at such meeting, as at all other meetings of the members of the said society, the members shall vote according to and in the manner fixed by the regulations of the said society.

Two-thirds majority may alter regulations after notice, &c.

Mode of voting.

## C A P . X L I .

An act to incorporate the Building Association of Montreal.

[Assented to, 24th February, 1868.]

**W**HEREAS the persons hereinafter named, by petition, Preamble. have represented that, mainly with the view of meeting wants long and widely felt—of providing increased and improved accommodation for those large and eminently useful classes of the community who, unaided, must remain unable generally, to acquire it, and also of inducing and enabling them, gradually to become owners absolute of houses or dwellings, such as comfort, health and decency require, the petitioners desire to engage in the business of acquiring all such lands or lots, and erecting, temporarily holding and afterwards transferring or otherwise disposing of all such buildings, houses, or other premises as are or may be necessary to meet the wants or supply the requirements above mentioned, and fulfil the conditions here referred to, anywhere within the province of Quebec; and whereas, they desire to make such transfers and sales, without payment in cash down, and to enable them to do so, to have certain facilities for recovering back property agreed to be sold, when the conditions of sale are not performed by the intending purchaser of such property; and that they can do so to better advantage by association and the aid of a charter of incorporation; and have prayed for an act to that end; and, whereas, it is expedient that such prayer be granted; Therefore, Her Majesty, by and

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

Persons incor-  
porated.

**1.** William Workman, Thomas Ferguson Miller, William A. Merry, Horatio A. Nelson, Duncan McDonald, Alexander McGibbon, and William Clendinning, together with all such other persons as shall become shareholders in the association hereby constituted, shall be, and they are hereby made a body corporate and politic, by the name of the "Montreal Building Association."

Corporate name.

Powers.

**2.** The association shall have power to acquire and hold by lease, purchase, or other legal title, lands, houses, buildings, or premises, to construct, erect, build and maintain houses or other buildings, and to lease, sell, convey, and dispose of the same, as the association may deem for its advantage, and also shall have power to lend its money on security by mortgage of real estate, or provincial government bonds or other securities, or on the stock of chartered banks within the province.

Capital stock.

**3.** The capital stock of the association shall be the sum of two hundred thousand dollars, divided into four thousand shares of fifty dollars each, and which said capital stock may be from time to time increased as the wants of the association require, by vote of the stockholders at a meeting of the association called for the purpose, to an amount not exceeding one million of dollars in the whole.

Increase.

Payment of  
shares and for-  
feiture for non-  
payment.

**4.** The capital stock shall be paid by the subscribers therefor, as the directors of the association shall require, or as the by-laws may provide, and if not paid at the day required, interest at the rate of seven per centum per annum shall be payable after the said day upon the amount due and unpaid, and in case any instalment or instalments shall not be paid as required by the directors, with the interest thereon, after such demand or notice as the by-laws prescribe, and within the time limited by such notice, the directors may by vote, reciting the fact duly recorded in the records, summarily forfeit any shares whereon such payment is not made, and the same shall thereafter become the property of the association.

Shares transfer-  
able.

**5.** The stock of the association shall be deemed personal estate, and be assignable in such manner only, and subject to such conditions and restrictions as the by-laws prescribe.

Voting.

**6.** At all meetings of the association, every shareholder not being in arrears in respect of any instalment, shall be entitled to votes upon the following scale:—For one share, one vote,—two or three shares, two votes,—four or five shares, three votes,—six or seven shares, four votes,—eight or nine shares, five votes,—ten or eleven shares, six votes,—twelve or thirteen shares, seven votes,—fourteen, fifteen or sixteen shares, eight votes,—seventeen, eighteen or nineteen shares, nine votes,—twenty shares, ten votes, and one vote additional for every five shares over twenty shares. No member shall act as proxy

for more than one hundred shares and all votes may be given in person or by proxy; provided always the proxy is held by a shareholder, and is in conformity with the by-laws.

7. The affairs of the association shall be administered by a board of seven directors, being severally holders of at least twenty shares of stock, who shall be elected at the first general meeting of the association, and thereafter at each annual meeting of the association, to hold office until their successors are elected, and who (if otherwise qualified) may always be re-elected: and three of such board present in person, shall be a quorum thereof: and in case of the death, resignation, removal or disqualification of any director, such board shall at its first meeting thereafter, fill the vacancy until the next annual meeting of the association, by appointing any qualified shareholder thereto; but a failure to elect directors or any failure of directors, shall not dissolve the corporation, and an election may be had at any general meeting of the association called for the purpose; provided that voting by proxy shall not be allowed at any meeting of directors.

Qualification, election, quorum, &c., of directors.

8. The board of directors shall have full power in all things to administer the affairs of the association, and to make or cause to be made any purchase, and every description of contract which the association may by law make, to adopt a common seal, to make from time to time, any, and all by-laws, (not contrary to law), regulating the calling in of instalments of stock, and payment thereof, the registration of certificates of stock, the forfeiture of stock for non-payment, the disposal of forfeited stock and the proceeds thereof, the transfer of stock, the declaration and payment of dividends, the appointment, functions, duties, and removal of all agents, officers, and servants of the association, the security to be given by them, their remuneration, the time and place for holding meetings, the calling of meetings, the requirements as to proxies, the proceedings in all things at such meetings, the imposition and recovery of all penalties and forfeitures admitting of regulation by by-law, and the conduct in all other particulars of the affairs of the association: but every such by-law, and every repeal, amendment, and re-enactment thereof, shall have force only when sanctioned by a general meeting of the association, and every copy of any by-law, under the seal of the association and purporting to be signed by any officer of the association, shall be received in all courts of law as *prima facie* evidence of such law.

Powers of board of directors.

Proviso: by-laws to be approved at a general meeting.

9. Until the first election of such board, the said William Workman, Thomas Ferguson Miller, William A. Merry, Horatio A. Nelson, Duncan McDonald, Alexander McGibbon and William Clendinning, shall be a provisional board of directors, with full power to fill vacancies, to open stock books, assign stock, make calls for and collect instalments, issue certificates and receipts, convene the first general meeting of the association, which first general meeting shall be called

Provisional board of directors.

Powers thereof.

within thirty days after the organization of the association— at which meeting by-laws shall be submitted to the shareholders at such time and place within this province as they shall determine, and to do other acts necessary or proper to be done to organize the association and conduct its affairs.

Association not responsible for shares held in trust.

**10.** The association shall not be bound to see to the execution of any trust, whether expressed, implied, or constructive in respect of any shares, and the receipt of the person in whose name the same shall stand in the books of the association, shall be a discharge to the association for any dividend or money payable in respect of such share, whether or not notice of such trust shall have been given to the association, and the association shall not be bound to see to the application of the money paid upon such receipt.

Liability of shareholders.

**11.** The shareholders shall not as such be held responsible for any act, default or liability whatsoever of the association, or for any engagement, claim, payment, loss, injury, transaction, matter or thing, whatsoever, relating to or connected with the association, beyond the amount unpaid upon their shares in the stock thereof.

Contracts made by the association.

**12.** All contracts, promissory notes, bills of exchange and engagements made on behalf of the association, by the directors, officers, agents or servants of the association in accordance with their powers under the by-laws or by vote of the association, shall be binding upon the association ; and in no case need the seal of the association be affixed thereto, nor shall such directors, officers, agents or servants thereby become individually liable to a third party therefor ; but the association shall issue no bank note or notes to circulate as money.

Seal not necessary.

Proviso.

Leases may be granted to purchasers on credit.

**13.** Upon an agreement being made by the said association for the sale of any house or other real estate held thereby, it shall be lawful for the said association to execute, in favor of the intending purchaser thereof, a lease thereof for the time stipulated in such agreement of sale, as the limit of the delay thereby fixed for the payment of the last instalment of the price therein agreed upon, at a rental corresponding in the amount and in the terms of payment thereof, with such price and with the terms of payment of such price. And if such lease appear by its terms to have been made under the provisions of this act, it shall not be held to convey to such intending purchaser any right in or to the property intended to be sold, or any real right therein, whatever, nor shall the possession thereof, by the intending purchaser, be held to be a possession as proprietor ; nor shall any legal or other hypothec be created or attached thereon, notwithstanding that such lease shall contain a direct promise of sale of such property so soon as the conditions thereof shall have been performed, until the sum of money in such lease stipulated for, and every part and portion thereof, shall have been fully paid with all interest due thereon, nor until all charges,

Such lease not to convey ownership.

Promise of sale not to be binding until conditions of lease are fulfilled.

conditions and obligations created by or due under such lease, shall have been fully paid, performed and fulfilled.

**14.** If the intending purchaser or lessee having accepted a lease under this act of the property intended to be acquired by him from such association, shall make all the payments and perform all the conditions stipulated for by such lease, and shall fulfil all the obligations thereby imposed upon him, the said lease shall thereupon and thereafter be held to be and shall be equivalent to a promise of sale of such property with possession; and shall vest the same in such intending purchaser in the same manner and to the same extent as if it were an ordinary promise of sale—*promesse de vente*; and shall give the right to the holder thereof to demand and have from the said association a valid deed of sale of the property mentioned therein, containing warranty of title, and against all charges thereon other than those disclosed and agreed to be permitted to remain thereon; and all hypothecs and privileges, whether conventional or legal, which were created by the intending purchaser during the pendency of the said lease, shall immediately thereupon attach to such property according to their rank and privilege, and the date of their registration in the same manner as if the same had been the property of such intending purchaser from the date of such lease.

When the lease will be equal to a promise of sale.

Right resulting therefrom.

**15.** If at any time three months' arrears of the instalments stipulated for in any such lease shall become due, and shall remain unpaid, the said association shall have the right to retake possession of the property intended to be sold, upon giving to the intending purchaser or lessee ten days' notice to vacate and deliver back the same, and tendering to him the amount by him actually paid on account of the instalments agreed upon in said lease, after the deduction therefrom of interest at the rate of ten per centum per annum on the price agreed upon remaining unpaid each year, for the time during which the premises agreed to be sold remained in the occupation of the intending purchaser by way of rent for the use and occupation of such premises, and of ten per centum of the amount actually paid in, to be retained as a forfeiture and penalty for non-performance of the agreement of purchase; of the cost of such tender, of the expense of repairs and restoring all injuries and deteriorations suffered by the premises so intended to be sold, reasonable wear and tear excepted; and of all taxes, charges, and assessments which attached thereto by the occupation thereof by the intending purchaser or lessee, and which shall then remain unpaid, all which charges and deductions shall be a first and privileged charge upon the amounts so actually paid in by him. But if the instalments payable annually under such lease shall amount to less than ten per centum upon such price, then and in that case the amount to be deducted for rental shall be the amount of instalments stipulated for in such lease.

Resumption of property for non-payment.

Compensation in such cases.

Ejection of purchaser if he refuses to deliver up.

**16.** If at the end of ten days after service of such notice and tender, the intending purchaser or lessee shall not vacate and deliver back to the said association the premises so intended to be bought by him, the said association shall have the right to cause him to be ejected therefrom by proceedings to be taken under the provisions of the first chapter of the second title of the second book of the code of civil procedure of Lower Canada, commencing with article 887, in all respects in the same manner and with the same delays as if such lease were an ordinary lease; save and except only that the jurisdiction of the court, which shall have the right to hear and determine such proceedings, shall be ascertained, regulated and established by the amount which shall have been actually paid to the said association under such lease; and not by the amount due or that of the damages alleged. And the costs awarded to the said association in any action instituted under this act shall also be a charge upon and be deducted from the amount of money actually paid in by the intending purchaser.

Jurisdiction of the court and costs in such cases.

Tenders made *bonâ fide* by the association, to be held sufficient.

**17.** Any tender made by the said association shall be held to be sufficiently made if the association shall have *bonâ fide* used diligence to ascertain the amounts which they shall be entitled to retain out of the purchase money paid in by the intending purchasers, notwithstanding that the amount tendered may not be precisely that which should have been so tendered according to the provisions hereof, and in such case the association and the intending purchaser shall have the right to recover, each from the other, the amount which may have been over or under tendered.

Association in certain cases to have same recourse as a lessor.

**18.** In the event of the surrender of any property so leased as aforesaid, and of the sum of money actually paid in by the intending purchaser being insufficient to meet all the charges thereon, and deductions therefrom, herein provided for, the said association shall have the same lien, privilege and remedies as an ordinary lessor upon the effects of the intending purchaser or lessee for the balance remaining due; provided always that such balance does not exceed in amount the sum chargeable against such intending purchaser by way of rental for the use and occupation of the premises intended to be sold.

When operations shall be begun.

**19.** The association shall not commence business operations under this act, until at least fifteen thousand dollars of their capital stock shall have been paid in; provided always that unless operations be commenced under this act within five years from the passing thereof, and continued *bonâ fide*, this act of incorporation shall be null and void.

The association may be dissolved by consent of shareholders, &c.

**20.** If at any time the directors consider it expedient to cease carrying on the business of the association, and to wind up and close it, they shall have power to do so in such manner as they shall deem best for the interests of the stockholders, provided that the consent of a majority of the stockholders

present at any meeting thereof, be obtained thereto, in the notices for the calling of which the intention of considering the winding up thereof shall have been mentioned.

## C A P . X L I I .

An act to incorporate the Montreal Manufacturing Company.

[Assented to, 24th February, 1868.]

**W**HEREAS Alfred M. Farley, James C. Manning, John Taylor, Pierre Hudon, Pierre Plamondon and Auguste Meilleur, have petitioned for the incorporation of themselves and others, and it is expedient to grant their petition; Therefore, Her Majesty by and with the advice and consent of the Legislature of Quebec, enacts as follows:

**1.** The aforesaid persons and all others who shall become shareholders in the said company, shall be and are hereby constituted a body politic and corporate by the name of "The Montreal Manufacturing Company"—or *La Compagnie de Manufacture de Montréal*—and either of these names shall be held to be the corporate name of the company and a good designation thereof.

**2.** The company may carry on business as manufacturers and dealers in goods, wares and fabrics of all descriptions capable of being produced from leather or such other materials as they may judge advisable.

**3.** The company may acquire by purchase, lease or otherwise, and may hold absolutely or conditionally, any lands, tenements, real or immovable estates, for the convenient conduct and management of their business, including water and other motive powers, not exceeding the yearly value of five thousand dollars, and may sell, alienate, mortgage (*hypothéquer*), let, release and dispose of the same from time to time, and may acquire others not exceeding at any time the value aforesaid.

**4.** The capital stock of the said company shall be the sum of thirty thousand dollars, and shall be divided into shares of one hundred dollars each, which shares shall be held to be personal estate; provided always that the said capital stock may be increased from time to time to two hundred thousand dollars, by sums of not less than five thousand dollars at each time, such increase in every case to be authorized by a vote of not less than two-thirds of the shareholders of the company, which may be passed at any meeting of the shareholders, specially convened for that purpose.

**5.** The company shall not establish any manufactory whatsoever, until the whole capital stock to the extent of the said

Preamble.

Incorporation, and corporate name.

Business of the company.

What real estate it may possess.

Capital and shares.

Capital may be increased.

When operations may be begun.