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Canadian Company Forms and Precedents

By

WILLIAM KASPAR FRASER, B.A., OXON.

Of the Toronto Bar

TORONTO:
THE CARSWELL COMPANY LIMITED

LONDON:
SWEET & MAXWELL LIMITED

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PREFACE.

The present work is a collection of such forms as are most frequently required in connection with the incorporation, organization, management and winding up of Canadian Companies.

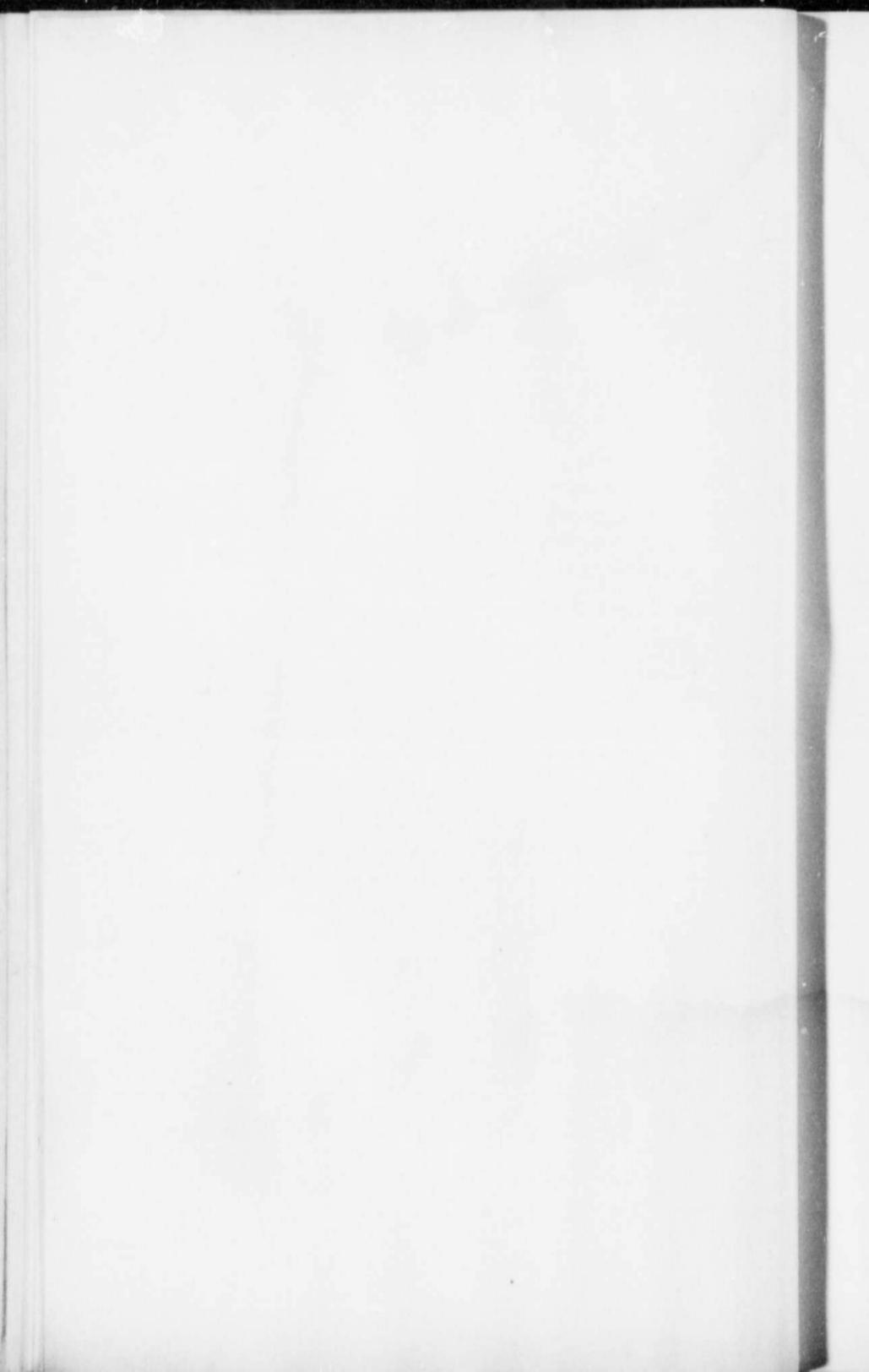
All forms relating to applications for registration or license under the Extra-provincial Corporations Acts of the different provinces and to departmental applications are based on precedents which have been approved and accepted.

A selection of statutory and departmental forms has been included. As departmental forms are subject to change from time to time, and are always readily available on application to the Department of the Secretary of State at Ottawa, or, in the case of provincial forms, on application to the Provincial Secretary or Registrar of Companies in the provincial capital, it has not been thought advisable to include a larger number of such forms.

The author is indebted to the Hon. Mr. Justice C. A. Masten for his kindness in permitting the use of the forms in his Company Law of Canada; also to Mr. George H. Sedgewick for reading a portion of the work in proof; to Mr. J. M. Macdonnell, of the National Trust Company, Limited, for valuable suggestions in connection with the forms relating to bond mortgages; and to Mr. T. E. Wilson, of the British Columbia Bar, for certain British Columbia forms.

120, Bay Street, Toronto,
March 15, 1920.

W. K. F.



Canadian Company Forms and Precedents

AMALGAMATION Agreement (Ontario Act).

THIS INDENTURE made this day of 19 .
BETWEEN AND AMONG:—

GARDENS, LIMITED,
Of the First Part,

REALTY COMPANY, LIMITED,
Of the Second Part,

LAND COMPANY, LIMITED,
Of the Third Part,
and

REALTY, LIMITED,
Of the Fourth Part,

WHEREAS the four Companies, the Parties to this Agreement, were incorporated under The Ontario Companies Act, and have similar objects within the scope of the said Act; AND WHEREAS said four Companies acting under the authority contained in said Act have agreed to unite, amalgamate and consolidate upon the terms and conditions hereinafter set out; AND WHEREAS it is desirable that the said amalgamation and consolidation should be effected;

NOW THEREFORE, THIS INDENTURE WITNESSETH as follows:—

(1) In this Agreement the expression "Amalgamated Company" shall mean the new Company formed by the amalgamation and consolidation of the four Companies, the parties hereto;

(2) The four Companies above-named do hereby agree to unite, amalgamate and consolidate their stock, property, business and franchises and do hereby unite, amalgamate and consolidate

their stock, property, businesses and franchises and form one Company, under the terms and conditions hereinafter set out;

(3) The name of the Amalgamated Company shall be the "LAND CORPORATION, LIMITED";

(4) The amount of the Authorized capital stock of the Amalgamated Company shall be \$600,000, divided into 6,000 shares of \$100 each, and of which \$350,000 shall be seven per cent., Cumulative Redeemable Preference Stock and \$250,000 shall be Common Stock;

(5) The Head Office of the Amalgamated Company shall be at the City of Toronto in the Province of Ontario;

(6) The Board of Directors of the Amalgamated Company, until otherwise determined by By-law, shall consist of nine members, and the first Directors of the Amalgamated Company with their names, callings and places of residence, shall be the following:—[Set out particulars.]

Said first Directors shall hold office until the first Annual Meeting of the Amalgamated Company, or until such earlier time as may be determined by the Shareholders of said Company, and the subsequent Directors shall be elected at either a Special General Meeting or the Annual Meeting of the Shareholders by a majority vote of the shares represented at such meeting, but said first Directors shall hold office until their successors are appointed. The management and working of the amalgamated Company shall be under control of the Board of Directors from time to time, subject to the provisions of the Companies Act.

(7) Gardens, Limited, the Party hereto of the First Part, shall contribute to the Amalgamated Company the following assets, subject to the following liabilities, namely:—

October 31, 1918.

Assets.

| | |
|--|--|
| Agreements of sale | |
| Interest accrued | |
| Land unsold (less selling cost and carrying charges) | |
| Sundries | |
| Cash balance | |

Liabilities.

| |
|------------------------|
| Mortgages |
| Interest accrued |
| Taxes accrued |
| Commissions |

Realty Company, Limited, the Party hereto of the Second Part, shall contribute to the Amalgamated Company the following assets, subject to the following liabilities, namely:—

October 31, 1918.

Assets.

| |
|---------------------------------------|
| Agreements of sale |
| Land unsold (less selling cost) |
| Interest accrued |
| Cash balance |

Liabilities.

| |
|------------------------|
| Mortgages |
| Interest accrued |
| Taxes accrued |

Land Company, Limited, the Party hereto of the Third Part, shall contribute to the Amalgamated Company the following assets, subject to the following liabilities, namely:—

October 31, 1918.

Assets.

| |
|--------------------------|
| Agreements of sale |
| Lands unsold |
| Mortgage |
| Interest accrued |
| Sundries |
| Cash balance |

Liabilities.

| |
|------------------------|
| Mortgages |
| Interest accrued |
| Taxes |
| Commissions |

Realty, Limited, the Party hereto of the Fourth Part, shall contribute to the Amalgamated Company, the following assets, subject to the following liabilities, namely:—
October 31, 1918.

Assets.

| |
|--------------------------|
| Agreements of sale |
| Properties |
| Mortgages |
| Interest accrued |
| Sundries |
| Bills receivable |
| Cash balance |

Liabilities.

| |
|------------------------|
| Mortgages |
| Interest accrued |
| Commissions |

| | |
|---|---------|
| TOTAL ASSETS CONTRIBUTED AS ABOVE | \$..... |
| TOTAL LIABILITIES AS ABOVE | \$..... |
| Surplus | \$..... |

Full particulars of the above assets and liabilities are given in Schedule "A" hereto annexed.

(8) The total issued share capital of the Amalgamated Company shall amount to the sum of \$555,500, of which \$308,000 shall be Preference Stock and \$247,500 shall be Common Stock, both classes of stock being fully paid. The said issued Share Capital of both classes shall be apportioned among the four Companies to this Agreement, as follows, namely:—

| | Preference. | Common. |
|-------------------------------|-------------|---------|
| To Gardens, Limited | | |
| To Realty Company, Limited .. | | |
| To Land Company, Limited | | |
| To Realty, Limited | | |
| Total | | |

A full list of the Shareholders of both classes of stock in the Amalgamated Company, with their names, addresses and holdings, is given in Schedule "B" hereto annexed.

(9) The Amalgamated Company shall possess all the properties real, personal and mixed, rights, privileges and franchises

(4) That your Petitioner, REALTY, LIMITED, is a corporation, incorporated by Letters Patent, under the said Great Seal, dated the 29th day of March, A.D. 1912, with a share capital of Forty Thousand Dollars (\$40,000), divided into shares of the par value of One Hundred Dollars each;

(5) That each of your Petitioners is a subsisting Company and carrying on business for the purposes for which it was organized;

(6) That the Directors of each of your Petitioners saw fit to enter into an Agreement, dated 1st, 191 , and executed under the Corporate Seal of each of your Petitioners and duly witnessed by the signatures of the proper officers of each of your Petitioners in that behalf, providing for the amalgamation of the above-named four Companies, under the proposed corporate name of the " CORPORATION, LIMITED," as in the Statute in that behalf provided;

(7) That such Agreement was ratified by more than two-thirds of the shareholders of each of your Petitioners, represented in person, or by proxy, at general meetings of your Petitioners called for the purpose of taking such agreement into consideration and held separately on , the th day of 19 ;

(8) That your Petitioners are desirous of obtaining by Letters Patent, under the Great Seal of the Province of Ontario, a charter under the provisions of the Ontario Companies Act, creating and constituting your Petitioners and any others who have become or may become subscribers to the said proposed Company, a body corporate and politic, for the purposes or objects following, that is to say:—

FIRST:

For the purposes and objects set out in the several letters patent incorporating your four Petitioners mentioned in the first four paragraphs hereof;

SECONDLY:

For the purpose and object of carrying out the terms and provisions of the said Amalgamation Agreement among your four Petitioners, dated 1st, 19 , after confirmation of the same by the Supplementary Letters Patent now petitioned for;

THIRDLY:

For the purpose of creating and issuing a part of the authorized capital stock of the Amalgamated Company as Preference Stock and the balance as Common Stock, subject to the terms and provisions of the Company's Special By-law Number 2, set out in Schedule "C" annexed to the said Amalgamation Agreement;

(9) That the proposed corporate name of the Company is " Corporation, Limited," but that your Petitioners are willing to accept incorporation under such other name as shall appear to Your Honour to be proper, in the premises;

(10) That your Petitioners have satisfied themselves and are assured that the name under which incorporation is sought is not on any public ground objectionable, and that it is not the name of any known Company, incorporated or unincorporated, or of any partnership or individual, or a name under which any known business is being carried on, or so nearly resembling the same as to deceive;

(11) That your Petitioners have satisfied themselves and are assured that no public or private interest will be prejudicially affected by the incorporation of your Petitioners as aforesaid;

(12) That the amount of capital stock of the Company is to be Six Hundred Thousand Dollars (\$600,000), of which Three Hundred and Fifty Thousand Dollars (\$350,000) shall be Preference Stock and of which Two Hundred and Fifty Thousand Dollars (\$250,000) shall be Common Stock, divided into three thousand five hundred (3,500) shares of Preference Stock and two thousand five hundred (2,500) shares of Common Stock, each share of both classes of stock having a par value of One Hundred Dollars (\$100);

(13) That the Head Office of the Company is to be at the City of Toronto in the County of York and Province of Ontario;

(14) That the following are to be the first Directors of the Company, namely:—

[Insert names, calling, and places of residence.]

YOUR PETITIONERS THEREFORE PRAY that Your Honour may be pleased by Letters Patent under the Great Seal of the Province of Ontario to confirm the said Amalgamation Agreement among your four Petitioners, dated 1st, 19 , and to

respectively of the above-named Realty Company, Limited; that we the said and are President and Secretary respectively of the above-named Land Company, Limited; and that we, the said and the said are President and Secretary respectively of the above-named Realty, Limited;

(2) Now shown to us and marked as Exhibit "A" to this our Affidavit is a Petition to His Honour the Lieutenant-Governor of the Province of Ontario, praying for the amalgamation of the above-mentioned four companies, namely: Gardens, Limited; Realty Company, Limited; Land Company, Limited, and Realty, Limited;

(3) We were present at the Directors' meetings of the respective companies of which we are officers, and to our personal knowledge the Directors of each of the said companies passed resolutions providing for the amalgamation now proposed and the terms of which are set out in the Petition marked Exhibit "A" hereto. As President and Secretary respectively of the above four-named companies, as mentioned in paragraph 1 hereof, we, these deponents, were present at the respective meetings of shareholders of our respective companies as aforesaid, called in each case to ratify an agreement of amalgamation, dated 1st, 19 , approved and executed, under the authority of the Directors of each of the companies so proposing to amalgamate, and to our personal knowledge such agreement of amalgamation was ratified and adopted in each case by over two-thirds of the votes of all shareholders of each of the respective companies of which we are officers;

(4) The Petition, Exhibit "A" aforesaid, to our personal knowledge, represents in all respects the wishes of the requisite two-thirds majority of the votes of all the shareholders of each of the said companies so proposing to amalgamate, and it is desirable and expedient that the proposed amalgamation should be effected;

(5) That the facts mentioned in said Petition, Exhibit "A" hereto, and all the allegations therein contained, are, to the best of our knowledge and belief, true in substance and in fact; that the proposed amalgamation of said four companies and everything connected therewith is *bona fide*; and that the signa-

tures of the respective Presidents and Secretaries of said companies to the said Petition are the true signatures of said officers, and the impressions of the corporate seals of said four companies are the true impressions of the said seals, and were duly affixed to the said Petition by the proper officers in that behalf of each of the said four companies.

RESPECTIVELY SWORN BEFORE ME
 at the City of Toronto in the
 County of York, this th, day
 of , A.D. 191 .

A Commissioner, etc.

AFFIDAVIT of Secretary.

IN THE MATTER of the proposed amal-
 gamation of Gardens, Lim-
 ited; Realty Company,
 PROVINCE OF ONTARIO. Limited, and Realty,
 TO WIT: Limited, under the proposed name
 of the Land Corporation,
 Limited.

I, , of the City of Toronto, in the Province
 of Ontario, Esquire, make oath and say, as follows, namely:—

(1) I am the Secretary of Realty Company,
 Limited, above-named, and also Secretary of Realty,
 Limited, above named;

(2) On the day of , 19 , at a properly
 constituted meeting of the Directors of the said
 Realty Company, Limited, the Directors of such Company auth-
 orized the President and Secretary of the Company to execute
 on behalf of the Company by affixing thereto its Corporate Seal,
 an agreement dated , 19 , providing for the
 amalgamation of the said Realty Company, Limited,
 with the said Gardens, Limited, the said
 Land Company, Limited, and the said Realty,
 Limited, under the name of the LAND CORPORATION,
 LIMITED. Now shown to me and marked Exhibit "A" to this
 my Affidavit, is a copy of the resolution as set out in the

Directors' Minute Book authorizing the execution of such agreement, certified under the hands of the President and myself as Secretary of such Company and the Company's Corporate Seal.

(3) On the day of , 19 , at a properly constituted meeting of the Directors of the said Realty, Limited, the Directors of such Company authorized the President and Secretary of the Company to execute on behalf of the Company by affixing thereto its Corporate Seal, an agreement dated , 19 , providing for the amalgamation of the said Realty, Limited, with the said Gardens, Limited, the said Realty Company, Limited, and the said Land Company, Limited, under the name of the LAND CORPORATION, LIMITED. Now shown to me and marked Exhibit "B" to this my Affidavit is a copy of the resolution as set out in the Directors' Minute Book authorizing the execution of such agreement, duly certified under the Company's Corporate Seal as witnessed by the signatures of the President and myself as Secretary of such Company, the duly appointed officers in that behalf.

(4) Now shown to me and marked Exhibit "C" to this my affidavit is the amalgamation agreement between and among the said Gardens, Limited, the said Realty Company, Limited, the said Land Company, Limited and the said Realty, Limited, duly executed under the corporate seals of said companies, and witnessed by the signatures of their respective proper officers in that behalf as in such resolution provided.

(5) Under the by-laws of both of the above-named companies, of which I am Secretary, the requirements in regard to the calling of Special General Meetings of shareholders are set out in general by-law No. , of each Company, as follows, namely:—

"Notice of the time and place for holding the Annual Meeting or any Special General Meeting of the Company shall be given by mailing the same in a registered letter duly addressed to each shareholder to the last address of such shareholder appearing in the books of the Company, at least seven days previous to such meeting, provided always that a Meeting of the Shareholders may be held at any time and at any place without such Notice, if all the shareholders are present thereat or represented thereat by proxy."

Pursuant to such authority and as in the by-laws of both companies as set out in the present paragraph provided, Special General Meetings of the shareholders of the both of said companies of which I am Secretary, were called by the Directors for the day of , 19 , and a prepaid registered letter with notice of such Special General Meeting inclosed, was duly addressed and mailed to each shareholder of each Company on the day of 19 , to the last address of such shareholder appearing in the books of the Company, excepting in the case of two shareholders to whom such notices were delivered personally, and whose receipts for the same are included with the receipts from the Toronto post office.

(6) Now shewn to me and marked Exhibit "D" to this my Affidavit are two lists of the shareholders given separately, of both of said companies of which I am Secretary, with the receipts of the Toronto Post Office accompanying, and showing that a registered letter addressed to each of such shareholders of both of said companies was received by such Post Office for transmission to the address therein given. Copies of both of such notices mailed to the shareholders of each of said companies are now shewn to me and marked as Exhibit "E" to this my Affidavit.

SWORN before me at the City of
 Toronto in the County of York
 this day of 19 .

A Commissioner, etc.

CERTIFIED extract from minutes.

Exhibit to the foregoing affidavit.

REALTY COMPANY, LIMITED

"On motion duly seconded, it was—

RESOLVED—that the stock, property, business and franchises of Realty Company, Limited, be amalgamated with the stock, property, business and franchises of each and all of the following companies, namely:— Land Company, Limited, Realty, Limited, and Gardens, Limited, in accordance with the terms and conditions

set forth and expressed in the Amalgamation Agreement now before this meeting, dated 191 , and that the President and Secretary of this Company, or the President and one other Director of this Company, be, and they are hereby authorized and empowered to affix thereto the Corporate Seal on behalf of this Company and bind this Company thereto, subject, however, to the provisions of law with reference to the adoption of said Agreement by the shareholders of this Company, and further, that the Secretary be and is hereby instructed to issue forthwith proper notices calling a Special General Meeting of the shareholders of this Company, for the purpose of submitting said Amalgamation Agreement to them for consideration, and if approved, for their adoption."

We, the President and Secretary respectively of Realty Company, Limited, do CERTIFY that the above is a true copy or extract from the Minutes of said Company of a meeting of Directors held on 191 .

.....
President.

(Corporate Seal)

.....
Secretary.

AGREEMENT for Amalgamation under Statute (Another Form).

MEMORANDUM OF AGREEMENT made and entered into this day of , A.D. 19 , between The , Limited, of the first part, The , Limited, of the second part, and , hereinafter called the committee of the third part.

WHEREAS it has been proposed that the said companies should be amalgamated and consolidated under the provisions of "The Ontario Companies Act."

AND WHEREAS for the purpose of carrying out such proposed amalgamation and consolidation, the said committee was appointed with power to prepare an Agreement to submit to the said companies to properly effect such amalgamation and consolidation.

AND WHEREAS the said committee considers it expedient, advisable, and for the best interests of the said companies that they should be amalgamated, and the said committee has so reported to the shareholders of the respective companies.

AND WHEREAS the said report has been duly adopted by the said companies at meetings of the shareholders thereof.

AND WHEREAS for the purpose of properly effecting and carrying out such amalgamation and consolidation as aforesaid, the shareholders of the respective companies have authorized the President and Secretary of their respective companies to execute this Agreement on behalf of the said companies, and to affix the seals of the respective companies thereto.

AND WHEREAS the said committee are to be the first directors of the new amalgamated and consolidated company.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that for and in consideration of the premises and for the consideration, covenants and agreements hereinafter specifically set forth, and for and in consideration of the sum of One dollar paid by each of the said companies to the other of them, and to the said committee at or before the sealing and delivery hereof, it is covenanted and agreed by and between and on behalf of the said companies and the said committee respectively, their successors and assigns as follows, that is to say—

1. The said companies hereto parties of the first and second parts respectively shall be united, amalgamated and consolidated as one Company under the provisions of "The Ontario Companies Act."

2. That the name of the new amalgamated and consolidated Company shall be "The _____, Limited."

3. That the terms upon which the said amalgamation and consolidation shall take place shall be as follows, namely:—

All the undertaking, assets, and property of the said two companies the parties hereto, including the books, charters, seals, business, franchises, building, machinery, plant, tools, implements, material and all other rights and cash on hand, credits and rights of action, claims and demands of any and every nature and kind whatsoever, including the good will of each of said companies, which they now are, or shall be at the time of such transfer aforesaid, in any way entitled to shall pass to

and vest in the said _____, Limited, forthwith upon the issuance of the Letters Patent for the said amalgamated Company.

_____, when incorporated, shall assume, pay and satisfy all and every of the liabilities, contracts and obligations of the said companies, parties hereto, as the same may exist at the time of such transfer as aforesaid.

5. Letters Patent confirming this amalgamation shall be applied for immediately upon the execution of this Agreement by the said companies parties hereto under the provisions of the Ontario Companies Act.

6. That the number of Directors of the said _____ shall be five.

7. That the members of the said committee, parties hereto of the third part, shall be the first Directors of the said _____ and shall hold office until the first annual meeting of the said Company, when the subsequent Directors of the Company shall be elected.

8. That the number of shares of the capital stock of the said _____ shall be _____ dollars.

9. That the par value of such shares shall be _____ each.

10. That the said Company of the first part as consideration for the transfer of its assets as aforesaid to the _____ shall be entitled to receive _____ shares of the capital stock of the said _____ such number of shares being calculated upon a basis of allotment to the shareholders of the said Company of the first part of two shares of the capital stock of _____ for each three shares now held by them in the said Company of the first part.

11. That the said Company of the second part as consideration for the transfer of its assets as aforesaid to _____ shall be entitled to receive _____ shares of the capital stock of the said _____ such number of shares being calculated upon a basis of allotment to the shareholders of the said Company of the second part of two shares of the capital stock now held by them in the said Company of the second part.

12. That the shareholders of each of the said companies, parties hereto, shall deliver up and surrender to _____ the shares and certificates therefor now held by them, and

each of them in the said companies parties hereto and in return thereof there shall be allotted to each shareholder shares of the capital stock of _____ on the basis and in proportion aforesaid, such shares to be deposited in the hands of the bankers of _____ or such other depository as the Directors of the said _____ may deem advisable; said shares to be issued and handed over to each of the said shareholders in the proportion to which each shall be entitled as aforesaid so soon as all calls as hereinafter provided shall have been fully paid and satisfied.

13. That the shares of _____ so allotted as aforesaid shall be issued fully paid up (or as the case may be).

19. That the said _____, Limited, shall pay and discharge all and every of the liabilities of the said companies parties hereto and the preliminary expenses incidental to the formation and incorporation of the said _____ Limited.

20. That immediately upon the incorporation of the said _____ shall convene a meeting of the said Directors, of which meeting five days' notice shall be given, addressed and mailed to each of the said Directors, and at such meeting the said Directors shall duly elect and appoint officers for the future management, control and working of the affairs of the said _____, and shall transact such other business as they may think proper and necessary.

22. That should there be objections to the name _____, such other name as may be unobjectionable may be substituted therefor without in any way affecting the validity of this Agreement.

23. That the said committee, parties hereto of the third part or any member thereof, shall at all times from and after the date hereof have free access to any and all books whether of account or otherwise, by-laws, minutes of shareholders' and directors' meetings, vouchers or other documents whatsoever belonging to either and both of the said companies, parties hereto.

24. That upon the completion of the incorporation of the said _____ Limited, and the transfer to it of the assets and properties as aforesaid of the two companies parties hereto, there-

upon the said two companies as aforesaid shall forever end and cease to exist for every, any, and all purposes.

.....
President.

.....
Secretary.

.....
President.

.....
Secretary.

.....
Committee.

ANOTHER FORM of Agreement for Amalgamation.

Indenture of Agreement made and entered into this day of _____, A.D. 19 ____.

Between The _____, Limited, of the one part;
 And the _____, Limited, of the one part.

WHEREAS it has been proposed that the said companies should be amalgamated and consolidated under the provisions of the Ontario Companies Act.

AND WHEREAS the Directors of the said companies respectively have duly passed by-laws providing for the said amalgamation and consolidation, and authorizing the execution and delivery of this indenture of Agreement for the purpose and object of effecting such amalgamation and consolidation, subject, however, to the ratification of the shareholders of the said companies respectively at special general meetings to be called for that purpose.

It is, therefore, agreed by, between and on behalf of the said companies respectively, their respective successors and assigns, as follows:—

That the said companies, The _____, Limited, and the _____, Limited, shall be united, amalgamated and consolidated as one Company, under the provisions of the Ontario Companies Act.

That the name of the new amalgamated or consolidated Company shall be "The _____, Limited."

That the terms upon which the said amalgamation and consolidation shall take place shall be as follows, namely, the said companies, The _____, Limited, and The _____, Limited, shall by good and sufficient deeds, transfers, bills, of sale and other documents, convey, transfer and set over unto the said amalgamated and consolidated company when incorporated, all the assets and property of the said two companies, parties hereto, including _____ and all other rights and cash on hand, credits, and causes of action and claims and demands and assets of any, every nature and kind whatsoever, of which the said companies hereto are now and shall be at the time of such transfer possessed of or in any way entitled to.

That the said amalgamated and consolidated Company shall by good and sufficient agreement assume and covenant to pay and satisfy all and every of the liabilities, contracts and obligations of the said two companies hereto respectively as the same may exist at the time of such transfer as aforesaid.

That the said transfer of assets and covenant assuming liabilities, contracts and obligations shall be made, entered into and carried out immediately upon the incorporation of the said amalgamated and incorporated company, such incorporation to be applied for immediately upon the approval of this Agreement by the shareholders of the said companies hereto respectively as provided for by the said The Ontario Companies Act.

That the number of Directors of the said amalgamated and consolidated Company shall be _____.

That (*here set out the names, callings and places of residence of the proposed directors*) shall be the first Directors of the said amalgamated and consolidated Company, and shall hold office until the first annual meeting of the shareholders of said Company, when the subsequent Directors shall be elected.

That the number of shares of the capital stock of the said amalgamated and consolidated Company shall be _____ shares.

That the par value of such shares shall be _____ dollars each.

That the capital stock of the said respective companies hereto shall be converted into the shares of the capital stock of the said amalgamated and consolidated Company in the following manner, namely, the shareholders of each of the companies, parties

hereto, shall surrender the shares now held by them and each of them, and the certificates thereof, and to the shareholders of The _____, Limited, shall be allotted *pro rata* in lieu and substitution therefor _____ fully paid up shares of the capital stock of the said amalgamated and consolidated Company, so that each shareholder shall have as many shares in the new Company as in the said The _____, Limited, and in addition thereto shall also receive his rateable portion of the same number of shares of the new Company as is equal to the number of unissued treasury shares in the said The _____, Limited, at the time of transfer to the new Company as hereinbefore provided, and to the shareholders of the _____, Limited, shall be allotted *pro rata* in lieu and substitution of the said surrendered shares, or the right to the issue of the same fully paid up and non-assessable shares of the capital stock of the said amalgamated and consolidated Company, but none of the said shares shall be allotted for a period of _____ days after the allotment and issue of the _____ shares of the capital stock of the said amalgamated and consolidated Company next hereinafter referred to.

That immediately upon the incorporation of the said amalgamated and consolidated Company _____ shares of the capital stock thereof shall be allotted as follows:

_____ and to the extent of _____ shares, being part of the _____ shares last hereinbefore referred to so to be allotted, such of the shareholders of The _____, Company, Limited, as so desire shall be entitled to be allotted a proper proportion thereof, based upon and according to their present holdings, upon the same terms and conditions as to payment upon their signifying in writing to the Secretary of The _____, Limited, their desire to have such shares allotted to them, such signification to be delivered to the said Secretary within _____ days from the approval of this Agreement by the shareholders of the said _____, Limited, and in this respect time shall be of essence of the contract.

That immediately upon the incorporation of the said amalgamated and consolidated Company, _____, Esquire, who was the Secretary of the _____, Limited, shall immediately convene a meeting of the said first Directors of the said amalgamated and consolidated Company, of which meeting at least _____ days notice in writing shall be given addressed and mailed to said first Directors, and at such meeting the said

Directors shall duly elect and appoint officers for the future management and control and working of the affairs of the said amalgamated and consolidated Company, and transact such other business as they may think proper and necessary.

Upon the completion of the incorporation of the said new amalgamated Company and the transfer to it of the assets and properties, etc., of the said two companies, parties hereto, thereupon the said two companies, namely, The _____, Limited, and The _____, Limited, shall forever end and cease to exist for any and every and all purposes.

In witness whereof, etc.

WHERE all Shareholders Concur.

Under a different method, namely, transfers with the concurrence of all shareholders, the following forms afford suggestions.

THE _____ COMPANY, LIMITED.

(To be Incorporated under the Laws of the Province of Ontario.)

BASIS of Organization.

The _____ Company, of _____, are to bring in as an asset of the new organization their lands, factory, plant and tools at _____; their lands and plant at _____ (about _____ acres); their interest in the leasehold factory in _____; and all their interest in patent rights, trade marks, brands, etc., held in connection with their business; and they are also to contribute in _____ and goods in process of manufacture or cash, value at cost to the extent of \$ _____, as their share of the working capital of the new Company. The proprietors of the

_____ Company, now operating at _____, are to complete their _____ works there, so that the same shall have a producing capacity of not less than _____ per day, with all necessary engine power and storage capacity complete for carrying on business as to buildings, plant and tools, and they are also to contribute in _____ and goods in process of

manufacture or cash, value at cost to the extent of \$ _____, as their share of working capital in the new Company.

The whole of the above properties and interests are to be vested in the new Company clear of all encumbrances, with taxes, insurance and other outgoings adjusted as of the first day of _____, 19 ____; the _____ Company's property to be as the same now exists; the _____ Company's factory to be completed to the satisfaction of the _____ Company, and, in case of disagreement, to the satisfaction of some expert in manufacturing to be agreed upon between the parties, and, in case of disagreement, as to the expert he is to be appointed by _____.

The capital stock of the _____ Company, Limited, shall be \$ _____, \$ _____ of which shall be preference stock as hereinafter described, and \$ _____ shall be ordinary or common stock. The _____ Company shall be entitled to \$ _____ of the said stock, and the _____ Company or its proprietors shall be entitled to \$ _____ of the said stock, each concern having one-half preference and one-half ordinary shares.

The _____ Company shall have _____ Directors, and the _____ Company shall be entitled to nominate _____ of such Directors, the _____ Company of such Directors, and the Preference Shareholders, under the Preference Stock By-law, shall be entitled to elect the remaining _____; and for carrying out this agreement a voting trust shall be created as to the _____ Company's shares, but this agreement as to the control remaining with the _____ Company is to be subject to the annual audit, shewing that a profit is being produced, and is to be also subject to the right of Preference Shareholders to elect a majority of the Directors in case a seven per cent. dividend is not paid upon their stock.

It is also in agreement that the salaries of the principal officers of the Company and the remuneration of the President and Vice-President and other Directors shall be fixed by by-law, which shall not be changed except by a three-fourths vote of the Directors.

The preference stock, above referred to, shall, as to capital, have priority upon the assets of the Company, present and future, and as to dividend shall, in the first place, be entitled to a seven per cent. cumulative dividend payable half-yearly, and

shall, after the common stock has received a like dividend, be entitled to share with the common stock on any surplus profits up to, but not exceeding a further one per cent. upon the preference issue.

The shall be appointed auditors of the Company, and no dividends shall be paid except upon their certificates of audit shewing what profits there are to divide. The said shall also be appointed transfer agents of the said Company, and all certificates of stock shall be countersigned by them, and the original issue of stock shall be made by the said in accordance with the charter and this or any subsequent agreement between the parties.

It is also agreed that the following agreement shall be made with as to the flotation of the said Company. They are to underwrite at par as of the , of , 19 , the said issue of \$ of preference stock, and they are to pay the said \$, one-half to the said Company, and one-half to the said Company or its proprietors. The said are to receive for such flotation in the common stock of the said Company a one-fourth part of the said \$, namely, stock to the face value of \$, fully paid up, but of the said \$ preference stock Messrs. , and , of , agree at the option of to subscribe for and take at par as of the day of , 19 , one-fourth thereof, or stock to the face value of \$, and thereupon the said are to hand over to the said and \$, in paid up common stock, part of the said \$ to be issued as above to them; but such option is to be exercised on or before the day of , 19 . The expenses of forming the said Company, all preliminary negotiations leading up to such formation and the union of the two concerns, including auditors' fee, valuation fees if necessary, expenses of searching title, payment of the provincial tax on charter, and all expenses connected with the organization of the said Company and the carrying out of this Agreement shall be a debt of the new Company when organized, but the total amount of such charges and disbursements shall not exceed the sum of \$.

Should it be found that the \$, above mentioned, is not sufficient working capital, then such further sum as may be agreed upon between the parties shall be contributed equally

in order that the business of the said Company may be effectively carried on.

After the payment of the seven per cent. dividend upon the preference stock, a sum shall next be set apart out of the profits of not less than \$, or more than \$, until a reserve fund of ten per cent. on the capital stock has been provided, say \$

Dated this day of , 19 .

.....
for the Company.

.....
for the Company.

BASIS of Organization (Another Form).

Memorandum of Agreement, made this day of ,
A.D. Nineteen Hundred and , between "
Company," a corporation organized under the laws of
the Dominion of Canada, of , Canada, parties
of the first part and and of ,
representing themselves and the other stockholders of "
Company," a corporation organized under the laws of the
Dominion of Canada, parties of the second part, and ,
trading as , of , Canada, acting here-
under by , parties of the third part:

WHEREAS the parties of the first and second parts hereto are about to form a corporation for the purpose of manufacturing and selling and products of a similar character, with an issue of preference and common shares under the terms hereinafter set forth, and the parties of the third part have agreed to purchase, or provide the money for purchasing certain of such shares, under the terms hereinafter set forth, so as to assist in the organization of the said corporation:

NOW THIS AGREEMENT WITNESSETH that the parties hereto, for and in consideration of the premises, and of the sum of one dollar each unto the other in hand paid by the others, the receipt whereof is hereby acknowledged, do hereby agree each with the other for themselves, their several and respective successors, heirs, executors, administrators and assigns as follows:—

FIRST: The parties of the first and second parts agree to procure at once the incorporation of a Company under the laws of the Province of Ontario, to be called "The Company, Limited," or such other name as the Provincial Secretary will permit, which shall have a capital stock of dollars (\$), dollars (\$) of which shall be preference stock, and dollars (\$) of which shall be ordinary or common stock.

SECOND: The parties of the first part agree to sell and convey to the said new corporation, when formed, such of their lands as can be used for the purposes of a or works, and, together, with its factory, plant and tools at , Canada, also other lands and plant at , Canada, of about () acres, and their interest in the leasehold factory now controlled by them in , all of which plants are to be in good working condition, and all their interest in any patent rights, trade marks, brands, etc., which they hold or control, in connection with their business; and also to deliver to said corporation and goods in process of manufacture and supplies at cost, or cash, to the extent of dollars (\$), for which property and cash it is agreed that the parties of the first part are to receive from the new corporation, when formed, full paid non-assessable preference stock to the amount of dollars (\$), and full paid non-assessable ordinary or common stock to the amount of dollars (\$).

THIRD: The parties of the second part agree that "The Company" will complete their works at , Canada, and have them in full operating condition, capable of producing not less than of completed per day, with all the necessary engine power, storage capacity complete for carrying on the business as to buildings, plants and tools; and that "The Company" will sell and convey such plant so completed to the new corporation about to be formed the said plant so completed and all their lands, deposits, leasehold and other properties in connection with their plant, and will also deliver to the said new corporation and goods in process of manufacture and supplies at cost, or cash, to the extent of dollars (\$), for which property and cash it is agreed that the parties of the second part are to receive from the new corporation, when formed, full paid non-assessable preference stock

to the amount of _____ dollars (\$ _____), and full paid non-assessable ordinary or common stock to the amount of _____ dollars (\$ _____).

FOURTH: It is agreed that the property and interests so to be conveyed by the parties of the first and second parts to the new corporation shall be conveyed and transferred clear of all incumbrances, with taxes, insurance and other out-goings adjusted as of the _____ day of _____, 19 _____.

It is also agreed that the plant of "The _____ Company" is to be completed to the satisfaction of "The Company," that the plant will produce at least _____ of completed _____ per day; and in case of disagreement as to this fact such plant is to be so completed to the satisfaction of some expert _____ manufacturer, to be agreed upon between the parties, and in case of their disagreement as to the expert so to be appointed, he is to be appointed by _____.

FIFTH: It is agreed that _____ dollars (\$ _____) of the preference stock of the new Company shall remain in its treasury, to be disposed of by sale for the purposes of the Company as may be directed hereafter by the Board.

SIXTH: It is agreed that it shall be provided in the charter or by-laws of the new corporation that the preference stock shall have the first priority, to the extent of its payment in full, with arrears of dividends, if any, and no more, in any division of the assets of the new corporation, and shall be entitled to a _____ per cent. (_____ %) annual cumulative dividend, payable half yearly, and, after the common stock has received a like dividend, shall be entitled to share with the common stock in any surplus profits up to but not exceeding a further _____ per cent. (_____ %) upon the preference issue.

SEVENTH: It is further agreed that the new corporation shall have a Board of _____ (_____) Directors, of whom the parties of the first part shall be entitled to nominate and elect _____ (_____) the parties of the second part _____ (_____), and the preference shareholders _____ (_____); and that for the purposes of carrying out this Agreement, the By-laws shall provide that the holders of the preference stock shall be entitled to elect the _____ Directors above specified to represent them; and also the parties of the second part agree to execute and deliver, or cause to be executed and delivered to the parties of the first part proxies from time to time to vote _____ shares of \$ _____

each of the common stock of the new corporation standing in the name of the parties of the second part. It is further agreed that the By-laws shall provide that if, for two successive years, the dividends are not earned and paid upon the preference stock, the preference shareholders shall be entitled to elect a majority of the Directors, and that such powers shall remain vested in such preference shareholders until the corporation again resumes the payments of the dividends due upon the said preference stock.

It is also agreed that the By-laws shall provide that the preference shareholders shall be entitled to vote, share and share alike with the common stockholders, upon any proposition to sell the property of the Company as a whole; and that such By-laws shall also provide that the salaries of the principal officers of the Company shall be fixed by not less than an eight-ninths vote of the Directors; and shall provide that no dividends shall be paid, except upon certificate of audit of "The _____," shewing that the same have been earned; which "_____ " shall be appointed Auditor of the new corporation, and also Transfer Agents, and which Company shall countersign all certificates of stock, and shall certify the original issue in accordance with this Agreement.

EIGHTH: It is agreed that the By-laws shall also provide that after the payment of the _____ per cent. (_____ %) dividend upon the preference stock, before any dividend shall be declared and paid upon the common stock, the new corporation shall set apart out of any other profits earned as undivided profits an annual sum of not less than _____ dollars (\$ _____), nor more than _____ dollars (\$ _____), until they have (\$ _____), collected a fund in this manner of _____ dollars (\$ _____), which fund is to be used by the new corporation, or invested by it, as may be directed by the Board of Directors from time to time, but is not to be used in the payment of dividends.

NINTH: The expenses of forming the new corporation, including all preliminary negotiations leading up to the formation and union of the two concerns, including also Auditor's fees, valuation fees, expense of searching title, payment of provincial taxes on charter, and all expenses connected with the organization of the new Corporation and the carrying out of this agreement, shall be a debt of the new Corporation when organized, and that the total amount of the same shall not exceed the sum of _____ dollars (\$ _____).

TENTH: In consideration of the undertakings by the parties of the first and second parts, the parties of the third part agree to purchase, or procure the purchase of dollars (\$), of the preference stock of the said new Corporation at par, on or before the day of , 19 , or twenty days after the incorporation of the said Company if same occurs after , 19 .

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, at , the day and year first above written.

SEALED AND DELIVERED in the
presence of:—

AGREEMENT of Hypothecation of Stocks or Bonds.

Toronto, Canada, , 19 .

The undersigned hereby acknowledge to have received from Company, Limited, dollars, as an advance, which sum will bear interest from this date at the rate of per cent. per annum, and is repayable

And the undersigned having caused to be transferred to the Company, or to one or more of the officers thereof in trust, the following security, namely: to be held as collateral security for the payment of the said advance and interest, the Company is hereby authorized to sell and convey the said security, or part thereof from time to time, whenever the Company shall think proper, upon default in the payment of the said advance, and to apply the proceeds thereof towards its reimbursement, without prejudice to its claims upon the undersigned for any deficiency.

Should the said security depreciate in value before the maturity of said advance, the Company is hereby authorized to sell and convey the same, or part thereof from time to time, without awaiting the day of payment.

It is also hereby agreed that, should the Company at any time determine upon a sale and conveyance of the said security

or part thereof from time to time, for either of the reasons above stated, such sale and conveyance may be made without notice to the undersigned, all and every formality prescribed by law or otherwise in relation to such sale and conveyance being hereby waived.

And it is further agreed that should the Company allow the undersigned to substitute for the above other collateral security, such substituted security shall be held by the Company subject to the same terms and conditions, and with power and authority to dispose of and apply the same in the same manner as the Company could have done with the original security.

And it is understood and agreed that the Company is at liberty to retain and use the above-mentioned security (or substituted security) as collateral for any other indebtedness, present or future, of the undersigned to the Company.

In case any security (or substituted security) transferred to or lodged with the Company is in the form of a certificate for shares or stock, with a blank transfer and an irrevocable power of attorney in blank to transfer the shares or stock on the books of the company whose shares or stock are being transferred endorsed thereon or attached thereto, the Company is hereby authorized, through any of its officers or employees, to fill in all blanks in such transfers and powers of attorney, with such names and in such manner as may be thought best by the Company, and to seal and deliver the same after such blanks have been filled in.

Witness the hand and seal of the undersigned.

[Seal]

AGREEMENT to Issue Paid up Stock for a Debt.

An Agreement made the _____ day of _____, between The A.B.C. Company, Limited (hereinafter called "The Company"), of the one part, and the D. & E. Company, Limited (hereinafter called the D. Company), of the other part: WHEREAS BY an Agreement, dated the _____ day of _____, and made between the D. Company, of the one part and The _____ Company, of the other part, The _____ Company agreed to pay the D. Company for the work undertaken therein by the D. Company in connection

with constructing at the sum of \$, whereof the sum of \$ is payable by instalments in manner therein mentioned: AND WHEREAS AN instalment of \$20,000, part of the said last mentioned sum, will become payable to the D. Company on the day of next.

Now it is hereby agreed as follows:—

1. The Company shall, on or before the day of next, allot to the D. Company or its nominees 1,000 shares of \$20 each in The Company, which shares shall be deemed, for all purposes, to be fully paid up, and shall be numbered in the books of The Company with the numbers to inclusive.

2. The D. Company shall accept the said shares in full satisfaction and discharge of the said instalment of \$20,000, and of all claims and demands in respect thereof.

IN WITNESS, ETC.

AGREEMENT Between Promoter and Trustee for Distribution of Bonus Common Shares to Subscribers for Preferred Shares.

MEMORANDUM OF AGREEMENT made this day of , 19 .

BETWEEN:

LIMITED, a corporation organized under the laws of the Dominion of Canada, hereinafter called "the Company,"

Of the One Part,

—AND—

AGENCY COMPANY, LIMITED, a corporation organized under the laws of the Dominion of Canada, hereinafter called "the Trustee,

Of the Other Part.

WHEREAS the Company has been interested in the incorporation under the laws of the Dominion of Canada, of the company known as "The Company of Canada, Limited;";

AND WHEREAS in connection with the organization of the said, The Company of Canada, Limited, and the transfer to it of assets of the Company, shares of the authorized capital stock of The Company of Canada, Limited, were issued to the Company as fully paid up and non-assessable, and the Company is entitled to the delivery to it of a balance of said shares, amounting to 2,500 common shares, of a par value of \$100 each;

AND WHEREAS, for the purpose of promoting the sale of the unissued preferred shares in the capital stock of The Company of Canada, Limited, it has been agreed that the balance of the said common shares in the capital stock of The Company of Canada, Limited, should be dealt with as herein provided;

AND WHEREAS the Company has requested Agency Company, Limited, in its capacity of Registrar and Transfer Agent of The Company of Canada, Limited, to issue a certificate for the said 2,500 common shares in the capital stock of The Company of Canada, Limited, to which this Company is entitled, as aforesaid, in the name of Agency Company, Limited;

NOW IT IS AGREED by and between the parties hereto, as follows:—

(1) The said 2,500 shares of common stock of The Company of Canada, Limited, issued as fully paid up and non-assessable, to Agency Company, Limited, shall be held by it on the trusts hereinafter set forth.

(a) To transfer and deliver to each and every person who, on or before the 31st day of January, 1920, subscribes for preference shares in the capital stock of The Company of Canada, Limited, or to his nominee, as many shares of common stock as such subscriber takes of preference shares, but no such transfer or delivery shall be made by the Trustee unless and until preference shares so subscribed for have been paid up in full.

(b) The Trustee may act on the written statement of the President or Vice-President or Secretary of The Company of Canada, Limited, as to the fact that such preference shares are so paid up in full, and as to the fact that the subscriber is entitled to receive such common shares.

(2) The remaining shares and dividends if any declared on any shares shall be held by the Trustee, in trust, for the shareholders for the time being of The Company of Canada, Limited, (herein referred to as the beneficiaries) to be dealt with according to any directions which may from time to time be given to the said Trustee by such beneficiaries, as expressed in a resolution passed by a majority vote of the beneficiaries, present in person or represented by proxy, at any meeting of the said beneficiaries.

(3) The provisions of the Dominion Companies Act, and the by-laws of The Company of Canada, Limited, shall apply in all respects, and control the method of calling and holding any meeting of such beneficiaries and the passing of any such resolution, and at any such meeting each beneficiary shall be entitled to as many votes as he would for the time being be entitled to exercise at a meeting of the shareholders of The Company of Canada, Limited.

(4) A meeting of beneficiaries may be called by any three beneficiaries, and notices therefor shall, upon request of three beneficiaries, be signed and sent out by the Trustee.

(5) The Trustee shall be entitled to act on a written copy of any resolution, purporting to be passed at such meeting, provided that the same is signed by the Chairman or Secretary of the meeting, and the Trustee shall not be under any obligation to enquire as to the regularity of the said meeting or the propriety of the resolution so passed.

(6) The Trustee may at any time resign, on giving one month's notice of its desire to be relieved from the said trust, and thereupon a new Trustee shall be appointed by a majority vote of the beneficiaries.

(7) The Company will, on demand, repay to the Trustee all moneys which may be paid by the Trustee for legal expenses or charges or other expenditures which the Trustee may reasonably incur in and about the execution of the trusts hereof, and all such moneys, and the Trustee's remuneration, shall be a first charge upon the trust estate.

(8) The Trustee shall be entitled to reasonable compensation for any and all services which shall be rendered by it, and may take such legal advice and employ such assistants as may be necessary in its judgment to the proper discharge of its duties.

and may act upon the opinion, information or advice of any solicitor retained by the Trustee, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such information or advice.

(9) The recitals and statements of fact herein contained are and shall be deemed to have been made by the Company only.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under their respective corporate seals.

LIMITED,
President.
Secretary.

AGENCY COMPANY, LIMITED,
President.
Secretary.

APPLICATION for Shares.

To the Directors of _____ Company, Limited.

GENTLEMEN:

Find enclosed herewith the sum of _____ dollars, being a deposit of _____ dollars per share on _____ shares in the above named company. I request you to allot me that number of shares upon the terms of the company's prospectus, dated the _____ day of _____, and I hereby agree to accept the same or any smaller number that may be allotted to me, and I authorize you to apply the deposit _____ dollars, enclosed herewith, in the payment of the preliminary expenses of the company.

Name in full.

Address.

Description.

Date.

Usual signature

APPLICATION for Preference Shares.

THE COMPANY, LIMITED.

To the Directors of The Company, Limited.

GENTLEMEN,—Having paid to the Company's bankers the sum of \$, being a deposit of per share on application for preference shares of each in the above-named Company, I request you to allot to me that number of preference shares upon the terms of the Company's prospectus, dated , 19 , and the Memorandum and Articles of Association of the Company [or, the charter and by-laws of the Company], and I agree to accept the same or any smaller number that may be allotted to me, and I agree to pay the further instalments as provided by and at the dates specified in the said prospectus, and I authorize you to register me as the holder of the said preference shares.

Name (in full)
Address (in full)
Description
Signature
Date , 19 .

APPLICATION for Shares.

To the Directors of Company, Limited.
(No Personal Liability).

I hand to you herewith the sum of \$, being a deposit of 25 cents per share on shares in the above-named Company, and request you to allot to me that number of shares on the terms of the prospectus dated, March , 1918 (receipt of a copy of which I hereby acknowledge), and I hereby agree to accept such shares or any smaller number that may be allotted to me, and to pay the balance of 75 cents per share on allotment, and I authorize you to register me as the holder of such shares.

Ordinary signature(Seal).
Witness
Name in full
Address
Description
Date

RECEIPT.

Received this day of 1918, from
 , the sum of \$ being a deposit of 25 cents
 per share on application for shares in the capital
 of Company, Limited (No personal liability).

.....
President.

INTERIM RECEIPT.

No. . Toronto, , 19 .

The Company, Limited, acknowledge receipt
 of subscription from for shares,
 of preference stock, also receipt of dollars, which
 amount has been applied on the above subscription.

Upon completion of payments according to the terms of
 subscription, then on the first day of July or January succeeding,
 shares will be issued and certificates sent.

Meantime the Company will pay interest at the rate of 7 per
 cent. per annum on the moneys received—interest payable on the
 first days of July and January.

In witness whereof, etc.

.....
President.

.....
Secretary-Treasurer.

APPLICATION for Bonds.

No. .

THE

COMPANY, LIMITED.

Issue of \$ (part of a total authorized issue of
), 6 per cent. -year First Mortgage Gold Bonds.

To the Directors of the _____ Company, Limited.

GENTLEMEN :—

I hereby apply for and request that you will allot me \$ _____ of the above issue of 6 per cent. _____-year First Mortgage Gold Bonds, and I hereby agree to buy, take and accept the same or any less amount that you may allot to me upon the terms of the prospectus, dated the _____ day of _____, 19 _____.

I enclose a remittance for \$ _____, being the deposit which is payable on application at the rate of \$ _____ for every \$ _____ of the said Bonds applied for, and agree to pay the further instalments payable in respect of the Bonds sold and allotted to me in accordance with the terms of the said prospectus.

| | | |
|-----------------------------|---|--|
| Please write distinctly. | { | Ordinary signature |
| | | Name (in full) |
| | | (If a lady, please state if Mrs. or Miss). |
| | | Address |
| | | Description |
| | | Date _____ 19 _____. |

APPLICATION for Debenture Stock.

To THE _____ COMPANY, LIMITED.

Having paid to your bankers \$ _____ being a deposit of \$ _____ per \$ _____ on \$ _____ of the Company's 6 per cent. First Mortgage Debenture Stock, I now apply for and request you to accept me as a purchaser of that amount of stock, and I agree to accept the same or any less amount that may be allocated to me upon the terms of the prospectus, dated the _____ day of _____ 19 _____, and to pay the remaining instalments thereon on the days specified in the said prospectus.

Name in full, etc., etc.

(as is preceding form).

SUBSCRIPTION Agreement for Bonds on Sale by Broker.

Company, Limited.

Issue of 7% 15-year Second Mortgage Sinking Fund Bonds.

Subscription Agreement.

To & Company,
Building,
Toronto.

I, the undersigned, hereby apply for the number of 7% 15-year Second Mortgage Sinking Fund Bonds of the

Company, Limited, of a par value of \$500 each, written opposite my name at the foot hereof, and I agree to pay for the same at par forthwith.

Without further consideration or payment by me, I shall be entitled to receive on payment in full for the said Bonds, two shares of fully-paid and non-assessable common stock of the Company, Limited, par value \$100 each, for every bond of \$500 purchased and paid for by me.

The acceptance of & Company written at the foot hereof shall be sufficient acceptance hereunder and sufficient communication thereof to me.

I hereby acknowledge receipt on or before the signature hereof of a copy of the prospectus of the above Company, dated 19 .

Delivery of the Bonds and stock certificates shall be made upon payment in full of this subscription.

Cheques to be made payable to & Company.
Dated at Toronto this day of , 1918.

| | |
|---------------------------------|--|
| <i>Signature of Subscriber.</i> | <i>Amount of Bonds Subscribed for.</i> |
| Address | |

The above application is hereby accepted upon the terms above set out.

Dated at Toronto the day of 1918.
& Company.
by

ALLOTMENT LETTER.

THE COMPANY, LIMITED.

To,

Sir:—

In answer to your application for shares in this Company, I have to inform you that the Directors have allotted you shares. The total amount payable thereon upon application and allotment is \$500. You have paid on application \$100, leaving still to be paid by you \$400, which sum is now due and must be paid to the Company on or before the day of

Yours truly,

ARTICLES OF ASSOCIATION (Alberta Companies Ordinance).

ARTICLES OF ASSOCIATION OF THE , LIMITED.

1. The marginal notes hereto shall not affect the construction hereof, and in these presents, unless there is something in the subject or context inconsistent therewith "the office" means the registered office of the Company.

Interpreta-
tion.

"The Register" means the register of members to be kept pursuant to section 27 of the Companies Ordinance.

"The Ordinance" or "the Companies Ordinance," means the Companies Ordinance as contained in chapter 20 of the Ordinance of the North-West Territories, as amended.

"Dividend" includes bonus.

"Month" means calendar month.

"In writing" or "written" includes printing, lithographing, typewriting and other modes of representing or reproducing words in a visible form. Words importing the singular number only include the plural number and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

2. The regulations contained in Table A in the First Schedule of the Companies Ordinance shall not apply to the Company. Table A not to apply.

3. None of the funds of the Company shall be employed in the purchase of, or lent on, shares of the Company. Company's shares not to be purchased.

4. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the shares have been allotted. When business to be commenced.

5. Subject as aforesaid, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same, to such persons on such terms and conditions, and at such times as the Directors think fit, and with full power to give to any person the call of any shares, either at par or at a premium, and for such time, and for such consideration as the Directors think fit. Allotment of shares

6. As regards all allotments from time to time made the Directors shall duly comply with the provisions of the Ordinance in that behalf. Return of allotments.

7. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, but so that if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed and complied with, and the commission shall not exceed fifteen per cent. on the shares in each case subscribed, or to be subscribed. Commissions for placing shares.

8. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments, and calls due in respect of such share. Liability of joint holders of share.

9. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction or so by statute required, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person. Trusts not recognized.

Certificates.

10. Share certificates shall be in such form as the Directors may approve of, and shall be under the seal of the Com- Form.

pany, and bear the signature of the President, or Vice-President, signed, lithographed, stamped or printed thereon, and the signature of the Secretary or Assistant Secretary. The Directors may appoint a Transfer Agent and a Registrar of Transfers, and may require all share certificates to bear the signatures of either or both.

Members' right to.

11. Every member shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares; Provided that the Directors, if they see fit, may require payment of a fee of twenty-five cents, or such less sum as they may see fit, if any, upon every certificate issued to each member exceeding one certificate. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon.

Issue of new for lost certificate.

12. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, and upon payment of such fee, if any, but not exceeding twenty-five cents, as the Directors may see fit, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

Issue to joint holders.

13. The certificate of shares registered in the names of two or more persons shall be delivered to the person first named on the Register.

Calls.

14. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments.

When calls made.

15. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

Notice.

16. Fourteen days' notice of any call shall be given specifying the time and place of payment, and to whom such call shall be paid.

17. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall be liable to pay interest for the same at the rate of five per cent. per annum from the day appointed for the payment thereof to the time of the actual payment. Interest.

18. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him, beyond the sum actually called for; and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance, and the Directors agree upon. Payment in advance.

Forfeiture of Shares.

19. If any member fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member, requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment. If call unpaid.

20. The notice shall name a day (not being less than fourteen days from the day of notice), and a place or places, on or at which such call or instalment, and such interest and expenses as aforesaid, are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. Form of Notice.

21. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given, may, at any time thereafter, before payment of all calls or instalments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares, and not actually paid before the forfeiture. In default forfeiture.

22. Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit. Are Company's property.

May annul forfeiture.

23. The Directors may at any time before any shares so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Enforcing arrears.

24. Any member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company, all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at five per cent. per annum, and the Directors may enforce the payment thereof, if they think fit.

Transfer and Transmission.

Execution of transfer.

25. A stock transfer book shall be provided in such form as the Board of Directors approve of, and all transfers of shares in the capital stock of the Company shall be made in such book, and shall be signed by the Transferor in person or by attorney appointed in writing. And if the share to be transferred is not fully paid, such transfer shall also be signed and accepted by the transferee or his attorney duly appointed in writing.

When Directors may refuse to transfer.

26. In the case of shares not fully paid up the Directors may refuse to register a transfer to a transferee of whom they do not approve, and may decline to register any transfer of shares not fully paid up upon which the Company has a lien.

Transfer filed with evidence.

27. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

When retained.

28. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

Fee on.

29. A fee not exceeding twenty-five cents may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

Closing of transfer books.

30. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole, thirty days in each year.

31. The executors or administrators of a deceased member (not being one of several joint holders), shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in the case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares. Before recognizing an executor or administrator, the directors may require him to take out probate or letters of administration in Alberta.

32. Any person entitled to shares in consequence of the death or insolvency of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may with the consent of the directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

Increase and Reduction of Capital.

33. The Company in general meeting, may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

34. The new shares shall be issued upon such terms and conditions, and with the rights and privileges annexed as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

35. The Company may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium, to all the then members, or any class thereof, in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares; but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.

36. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation

of new shares shall be considered part of the original ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

Reduction
of capital.

37. The Company may from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares, or otherwise, as may seem expedient.

Borrowing Powers.

38. The Directors may from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company (but so that the amount at any one time owing in respect of moneys so raised, borrowed or secured, shall not, without the sanction of a general meeting, exceed the nominal amount of the capital). Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

Conditions
on which
borrowed.

39. The Directors may raise or secure the payment or repayment of such sum or sums in such manner, and upon such terms and conditions in all respects as they think fit, and, in particular, by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being.

Assignment
free from
equities.

40. Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Issue at
discount.

41. Any debentures, debenture stock, bonds, or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

Register of
mortgages.

42. The Directors shall cause a proper Register to be kept in accordance with the Companies Ordinance, of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements thereof in regard to

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the registration of mortgages and charges therein specified, and otherwise.

Meetings.

43. The statutory meeting of the Company shall, as required by section 117 of the Ordinance, be held at such time, not being more than six months from the date at which the Company shall be entitled to commence business, and at such place as the Directors may determine, and the Directors shall comply with the other requirements of that section, as to the report to be submitted, and otherwise. ^{Statutory meeting.}

44. Other general meetings shall be held once in every year, commencing with the year 19 , at such time and place as may be prescribed by the Company in general meeting, and if no other time or place is prescribed, at such time and place as may be determined by the Directors. ^{Subsequent general meetings.}

45. The general meetings referred to in the last preceding clause shall be called ordinary meetings; all other meetings of the Company shall be called extraordinary meetings. ^{Ordinary and extraordinary.}

46. The Directors may, whenever they think fit, and they shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company, upon which all calls or other sums then due have been paid, forthwith proceed to convene an extraordinary general meeting of the Company, and in case of such requisition the following provisions shall have effect:

(1) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the office of the Company, and may consist of several documents in like form, and signed by one or more requisitionists.

(2) If the Directors of the Company do not proceed to cause a meeting to be held within sixty days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.

(3) If at any such meeting a resolution requiring confirmation at another is passed, the Directors shall forthwith convene a further extraordinary general meeting for the pur-

pose of considering the resolution; and if the Directors do not within seven days from the date of the passing of the first resolution proceed to cause such resolution to be held within forty days from such date, the requisitionists or a majority of them may themselves convene the meeting.

(4) Any meeting convened under this clause by the requisitionists, shall be convened in the same manner as nearly as possible, as that in which meetings are to be convened by Directors.

47. Thirty days' notice to the members specifying the place, day and hour of meeting, and in case of special business the general nature of such business, shall be given by notice sent by post, or otherwise served as hereinafter provided, and with the consent in writing of all the members, a meeting may be convened by a shorter notice, and without formal notice, and in any manner they think fit, but if all members are present in person or represented by proxy notice of such meeting shall not be required.

Notice of meeting.

47 (a). A printed copy of the Directors' report and balancing sheet, shall at least thirty days previously to each annual meeting be delivered or sent by post to the registered address of each member [and two copies of each of these documents shall at the same time be forwarded to the Secretary of the Share and Loan Department of the London Stock Exchange.]

Two meetings on one notice.

48. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice, that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

49. The accidental omission to give any such notice to, or the non-receipt of such notice by, any of the members shall not invalidate the proceedings at any general meeting.

Proceedings at General Meetings.

Ordinary meeting.

50. The business of an ordinary meeting, other than the first one, shall be to receive and consider the profit and loss account, the balance sheet, and the reports of the Directors and of the Auditors, to elect Directors and other officers in the place of those retiring, to sanction dividends, and to transact any other business which under these presents ought to be transacted

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at an ordinary meeting. All other business transacted at an ordinary meeting, and all business transacted at an extraordinary meeting, shall be deemed special.

51. The quorum for a general meeting, for the transaction of Quorum. any business which may properly come before it, shall be not less than three members personally present holding or representing by proxy not less than one-half ($\frac{1}{2}$) of the issued capital of the Company.

52. No business shall be transacted at any general meeting, Quorum present. unless the quorum requisite shall be present at the commencement of the business.

53. The President of the Company shall preside as Chair- Chairman. man at every general meeting of the Company, or if there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose another Director as chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the members present shall choose one of their own number to be chairman.

54. If within one hour from the time appointed for a meet- When no quorum present. ing a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, it shall be adjourned *sine die*.

55. The chairman may, with the consent of the meeting, Adjourn- ment. adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

56. At any general meeting, unless a poll is demanded by at Mode of meeting. least three members, a declaration by the chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Company shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

57. If a poll is demanded as aforesaid, it shall be taken in Poll. such manner, and at such time and place as the chairman of the meeting directs, and either at once, or after an interval or adjournment, or otherwise, and the result of the poll shall be

deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

Poll without adjournment. 58. Any poll duly demanded on the election of a chairman of a meeting, or on any question of adjournment, shall be taken at the meeting, and without adjournment.

Not to affect other business. 59. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Votes of Members.

60. On a show of hands every member present in person shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every share held by him.

Deceased and insolvent members' share. 61. Any person entitled under the transmission clause to transfer any shares, may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Joint holders. 62. If one or more persons are jointly entitled to a share or shares, the member whose name stands first in the register of members as one of the holders of such share or shares and no other shall be entitled to vote in respect of same.

Proxies permitted. 63. Votes may be given either personally or by proxy.

Proxy in writing. 64. The instrument appointing a proxy shall be in writing, under the hand of the appointer or of his attorney, or if such appointer is a corporation, under its common seal, or the hand of its attorney. No person shall be appointed a proxy who is not a member of the Company and qualified to vote, save that a corporation being a member of the Company may appoint as its proxy one of its officers, though not a member of the Company.

When deposited. 65. The instrument appointing a proxy, and the power of attorney, if any, under which it is signed, shall be deposited at the office not less than forty-eight hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote.

but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

66. Every instrument of proxy, whether for a specified meet-^{Form of} ing or otherwise, shall as nearly as circumstances will admit be ^{proxy.} in the form or to the effect following:—

“THE _____, LIMITED.”

I, _____ of _____ being a member of “THE _____, LIMITED,” and entitled to _____ vote (or votes) appoint _____ of _____ as my proxy to vote for me and on my behalf at the ordinary (or extraordinary) general meeting of the Company to be held on the day of _____ and any adjournment thereof (or at any meeting of the Company that may be held in the year _____).

As witness my hand this _____ day of _____.

Signed by the said _____
in the presence of _____

67. No member shall be entitled to be present or to vote on ^{What mem-} any question, either personally or by proxy, or as proxy for ^{bers to vote.} another member, at any general meeting, or upon a poll, or to be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.

Directors.

69. Unless otherwise determined by a general meeting the ^{Number.} number of Directors shall not be less than three or more than nine.

70. The persons hereinafter named shall be the first Direc-^{First} tors, that is to say: ^{Directors.}

71. The Directors shall have power from time to time and at any time to appoint any other persons to be Directors, but so that ^{Directors} the total number of Directors shall not at any time exceed the ^{may appoint} maximum number fixed as above, and so that no such appointment shall be effective unless two-thirds of the Directors concur therein, but any Director so appointed shall hold office only until the next following ordinary General Meeting of the Company, and shall then be eligible for re-election.

Qualification of Directors. 72. The qualification of a Director shall be the holding of not less than one fully paid share of stock in the Company.

Remuneration. 73. The future remuneration of the Directors and their remuneration for services performed previously to the first general meeting shall be determined by the Company in general meeting.

Powers of Directors.

74. The business of the Company shall be managed by the Directors who may pay all expenses incurred in getting up and registering the Company, and may exercise all such powers of the Company as are not by the Companies Ordinance or by these articles required to be exercised by the Company in general meeting, subject nevertheless to any regulations of these articles, to the provisions of the Companies Ordinance, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Continuing Directors. 75. The continuing Directors may act notwithstanding any vacancy in their body.

Disqualification of Directors.

76. The office of a Director shall, *ipso facto*, be vacated:—

(a) If he become insolvent.

(b) If he is found lunatic or becomes of unsound mind.

(c) If he cease to hold the required amount of shares to qualify him for his office.

(d) If by notice in writing to the Company he resign his office.

Interested in contracts, etc. 77. No director shall vacate his office by reason of his being concerned or interested in or participating in the profits of any contract or work done for the Company or by reason of his being a member of any partnership or Company which has entered into contract with or done any work for this Company, or which is concerned in or participates in the profits of any contract with the Company, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exist, or in any other case at the first Meeting of the Directors

after the acquisition of his interest and no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested, and if he does so vote his vote shall not be counted.

78. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract be avoided, nor shall any Director so contracting be liable to account to the Company for any profit realized by such contract or arrangement, by reason of such Director holding that position or of the fiduciary relation thereby established. Contract with Company.

79. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad, or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director so doing, either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors, and such remuneration may be in addition to or substitution for his or their share in the remuneration above provided for. Special services.

Election of Directors.

80. At the first ordinary meeting after the registration of the Company, being its statutory meeting, and at the first ordinary meeting in every subsequent year, all of the Directors shall retire from office.

81. Unless it be resolved to reduce the number of Directors, the ordinary general meeting at which Directors retire shall elect the successors to the retiring Directors. Retiring Directors shall remain in office until the close of the meeting notwithstanding the election of their successors. Election at annual meeting.

82. Retiring Directors, if still qualified, shall be eligible for re-election and shall continue in office until their successors are appointed. Re-election.

83. The Company in general meeting may from time to time alter the remuneration and qualifications and increase or reduce the number of Directors, and may remove any Director before the expiration of his period of office and appoint another person in his stead, but such person shall hold office during such time only, as the Director in whose place he is appointed would have. Altering number, qualifications, etc.

held same if he had not been removed, and shall be eligible for re-election.

Notice of
Candidature.

84. No person not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any general meeting, unless he, or some other member intending to propose him, has, at least seven clear days before the meeting, left at the office of the Company a notice in writing duly signed, signifying his candidature for the office, or the intention of such member to propose him.

Register of Directors.

85. The Company is to keep at its office a register of Directors containing the names, addresses and occupations of its Directors, and is to send to the Registrar of Joint Stock Companies a copy of such register, and shall from time to time notify the Registrar of any change that takes place in the Directorate as required by Section 104 of the Ordinance.

Officers and Their Duties.

86. The Company shall have a President, a Vice-President, a Secretary, a Treasurer, a Managing Director, and such other officers as the Board of Directors may determine. One person may hold more than one office. The term of employment and remuneration of the officers shall be settled from time to time by the Board, but in the absence of Agreement to the contrary with the Company, the employment of all officers shall be during the pleasure of the Board.

87. The President shall preside at all meetings of the Board of Directors, and shall act as chairman, and call to order all meetings of the members. He shall sign certificates of stock, sign and execute all deeds in the name of the Company, when authorized so to do by the Board of Directors, and perform all the duties incidental to his office. In the absence of the President, or in case of his inability to act, his powers and duties shall devolve on the Vice-President, or upon a Director specially named by the Board for that purpose.

Treasurer.

88. The Treasurer shall have the care and custody of all the funds and securities of the Company and deposit the same in the name of the Company in such bank or banks as the Directors may direct. He shall sign all cheques, drafts, notes and orders

for the payment of money and he shall pay out and dispose of the same under the directions of the Board of Directors. He shall at all reasonable times exhibit his books and accounts to any Director of the Company upon application at the office of the Company during business hours. He shall give such bond, if any, for the faithful performance of his duties as the Directors may determine.

89. The Directors shall also appoint a Managing-Director from time to time either for a fixed term or without limitation as to his tenure of office, and may delegate to him full authority to manage and direct the business and affairs of the Company, except such matters and duties as by law must be transacted or performed by the Directors or by the Company in general meeting, including authority to employ and discharge agents and employees of the Company, and the Directors may remove or dismiss him from office from time to time and appoint another in his place as they see fit. Managing
Director.

90. The duties of the Secretary shall be to have charge of the Minute Books of the Company, and of the other books of the Company, and to perform such other duties as the terms of his engagement shall call for or the Board shall require of him. Secretary.

Proceedings of Directors.

91. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting of the Directors shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. At the request of any Director the Secretary of the Company shall call a meeting of the Directors.

92. Three Directors shall constitute a quorum for the trans-
action of business. The quorum of any Committee of Directors shall be fixed by the meeting of Directors appointing such committee, and if not so fixed, then such quorum shall be fixed by the members of such committee. Quorum.

93. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors. Committee.

Resolution without meeting.

94. Any resolution, the adoption and approval of which is manifested and evidenced by the signatures of all directors of the Company, without their meeting together, shall have the same force, effect and validity as if such resolution had been adopted at a formal meeting of the Directors.

Validating clause.

95. All acts done by any meeting of the Directors or by a committee of Directors or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

Specific powers.

96. Without prejudice to the general powers conferred by Clause (74) hereof, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers; that is to say:

Power:—

To pay preliminary expenses.

(a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

To acquire property.

(b) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire, at such price, and generally on such terms and conditions as they think fit.

To pay for in debentures.

(c) At their discretion, to pay for any property, rights, or privileges acquired by, or services rendered to, the Company, either wholly or partly in cash or in shares, bonds, debentures or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

To secure contracts by mortgage.

(d) To secure the fulfilment of any contracts or engagements entered into by the Company, by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they think fit.

(e) To appoint, and at their discretion remove or suspend, such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services, as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit. To appoint officers, etc.

(f) To accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof. To accept surrender of shares.

(g) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company. Actions, etc.

(h) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards. Arbitration.

(i) To make and give receipts, releases and other discharges for money payable to the Company, and for the claims and demands of the Company. Receipts.

(j) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents. Authorize acceptance, etc.

(k) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the attorneys, or agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit. Attorneys.

(l) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof, upon such securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or realize such investments. Invest moneys.

(m) To execute in the name and on behalf of the Company, in favour of any director or any person who may incur, or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property Give security.

(present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

Give percentages.

(n) To give to any person employed by the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such commission or share or profits, shall be treated as part of the working expenses of the Company.

Reserve fund.

(o) Before recommending any dividend, to set aside out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies, or for special dividends, or for repairing, improving and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets.

May make by-laws.

(p) From time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and servants.

Contracts.

(q) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise, for the purposes of the Company.

Proceedings of Committee.

97. The meetings and proceedings of any committee appointed by the Directors, consisting of two or more of their members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under Clause 93 hereof.

98. Any meetings of the Company or of the Directors or of Meetings any committee appointed by the Directors may be validly held outside. outside of the Province of Alberta. Alberta.

Minutes.

99. The Directors shall cause minutes to be duly entered in books provided for the purpose:—

(a) Of all appointments of officers.

(b) Of all the names of the Directors present at each meeting of the Directors and of any committee of Directors.

(c) Of all orders made by the Directors, and committee of Directors.

(d) Of all resolutions and proceedings of general meetings of the Directors and committees.

And any such minutes of any meetings of the Directors, or of any committee, or of the Company, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

Seal.

100. The Company shall have a Corporate Seal in such form as the Directors shall approve, and the Directors shall provide for the safe custody of the seal.

Authentication of Documents.

101. The following provisions shall have effect:—

(a) All deeds or other instruments required to be executed under the Corporate Seal of the Company may be in such form and contain such powers, provisos, conditions, covenants, clauses, and agreements as the Directors shall think fit, and in addition to being sealed with the seal of the Company, shall be signed by the President, or Vice-President, and by the Secretary or such other officer as the Directors from time to time direct, if they see fit, that any other two Directors may execute such deeds or instruments from time to time instead of those above named. Deeds.

(b) All cheques, bills of exchange, promissory notes or other negotiable instruments and all receipts, discharges, papers, writings or other documents requiring the signature of the Company shall be signed, accepted, made, drawn, or endorsed as may be necessary for and on behalf of the Company by such Directors or officers as the Directors may from time to time determine.

Dividends.

- Declaration.* 102. The Directors may, with the sanction of the Company in general meeting declare a dividend to be paid to the members in proportion to their shares.
- From profits.* 103. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest against the Company.
- Interim dividends.* 104. The Directors may from time to time pay to the members of such interim dividends as in their judgment the position of the Company justifies.
- Net profits.* 105. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
- Debts deducted.* 106. The Directors may deduct from the dividends, payable to any member, all such sums of money as may be due from him to the Company on account of calls or otherwise.
- In specie.* 107. The Directors may with the sanction of the Company in general meeting direct payment of any such dividends wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or paid-up shares, debentures, or debenture stock of any other company or in any one or more of such ways.
- Notice.* 108. Notice of any dividend that may have been declared shall be given to each member in manner hereinafter mentioned.

Accounts.

109. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits and liabilities of the Company.
- Where kept.* 110. The books of account shall be kept at the office of the Company or at such other place or places as the Directors think fit.

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111. The directors shall from time to time determine whether and to what extent, and at what times and places and under what conditions or regulations the accounts or books of the Company or any of them shall be kept open to the inspection of the members; and no member shall have any right of inspecting any account, or book or document of the Company, except as conferred by statute or authorized by the Directors, or by a resolution of the Company in general meeting. Inspection.

112. Once at least in every year the Directors shall lay before the Company in general meeting a statement of the income and expenditure for the past year made up to a date not more than three months before such meeting. Annual statement.

113. The statement so made shall show arranged under the most convenient heads, the amount of gross income distinguishing the several sources from which it has been derived, and the amount of gross expenditure distinguishing the expense of the establishment, salaries, and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account so that a just balance of profit and loss may be laid before the meeting, and in cases where any items of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year. Contents of.

114. A balance sheet shall be made out in every year and laid before the Company in general meeting, and such balance sheet shall contain a summary of the property and liabilities of the Company arranged under the heads appearing in the form annexed to Table A of the Ordinance, or as near thereto as circumstances admit. Balance sheet.

Audit.

115. Once at least in every year the accounts of the Company shall be examined and the correctness of Profit and Loss account and balance sheet ascertained by one or more auditor or auditors.

116. The Company at each ordinary general meeting shall appoint an auditor or auditors to hold office until the next ordinary general meeting. Appointment.

117. The remuneration of the Auditors shall be fixed by the Company in general meeting, except that the remuneration of Remuneration.

any auditors appointed before the statutory meeting, or to fill any casual vacancy, may be fixed by the Directors.

Notice.

118. A notice may be served by the Company upon any member either personally or by sending it through the post in a pre-paid letter addressed to such member at his registered place of address.

Joint hold-
ers.

119. All notices directed to be given to the members shall with respect to any share to which persons are jointly entitled, be given to that one of such persons whose name stands first on the register of members; and notice so given shall be sufficient notice to all the holders of such shares.

Non-resident
members.

120. Each holder of registered shares whose registered place of address is not in Alberta, may from time to time notify in writing to the Company an address which shall be deemed his registered place of address within the meaning of the last preceding clauses.

121. All notices sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the Post Office.

122. Instead of giving notice by Post as hereinbefore provided for, or when the method of giving notice is not specifically provided for, the Company may give any notice required to be given to the members by publishing the same once a week for two consecutive weeks in some newspaper published at the City of _____, and such notice shall be deemed to have been served upon and received by each member on the day following the second publication thereof, but no action shall be taken in relation to the matters referred to in the notice until the expiration of thirty days from the day of the second publication thereof.

123. The signature to any notice to be given by the Company may be written, lithographed, stamped, or printed or otherwise.

The foregoing Articles hereto annexed and numbered consecutively from one to one hundred and twenty-three shall be The Articles of Association of The _____ Limited, and upon incorporation shall apply to the Company.

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BONDS.**DEED of Mortgage and Trust to Secure an Issue of Bonds.**

THIS INDENTURE, made the First day of April, one thousand nine hundred and eighteen, between Oil Refining Company, Limited, hereinafter called "the Company," of the first part, and Company, Limited, hereinafter call "the Trustee," of the second part.

WHEREAS the Company and the Trustee are duly incorporated under the laws of the Province of Ontario;

AND WHEREAS, under the laws and statutes relating thereto, the Company is duly authorized to create and issue the bonds to be issued hereunder, and to secure the same by these presents;

AND WHEREAS, pursuant to all powers and authorities possessed by it, the Company desires to issue its bonds to the amount of Five Hundred Thousand Dollars (\$500,000) of lawful money of Canada, and this mortgage is executed for the purpose of securing the same;

AND WHEREAS all necessary and requisite by-laws and resolutions of the Directors and shareholders of the Company have been duly passed, so as to make the issue of the bonds hereby secured and the execution of these presents legal and valid, and in accordance with the requirements of the statutes relating to the Company, and of all other statutes and laws in that behalf;

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared, as follows:—

(1) For the purpose of securing the payment of all principal moneys, interest and other moneys for the time being and from time to time owing on the security of these presents, and in order to insure the faithful performance of the covenants and agreements hereinafter set forth, and for divers considerations in that behalf received by the Company, the Company doth hereby grant, demise, mortgage, charge, hypothecate and confirm, except as hereinafter stated, unto the Trustee, its successors and assigns, as and by way of a first fixed and specific charge in favour of the Trustee.

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ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Chatham and County of Kent, and being the lands more particularly described or intended so to be in Schedule "A" hereto, and all the real property hereafter acquired by the Company.

(2) And for further securing the payment of all principal moneys, interest and other moneys for the time being and from time to time owing on the security of these presents or of the said bonds, the Company mortgages and charges, except as hereinafter stated (in addition to the lands hereinbefore specifically mortgaged and charged), as and by way of a first floating charge in favour of the Trustee, all its other assets, real, personal or mixed, franchises and rights now or hereafter acquired by the Company, together with the undertaking and good-will of the Company, and including, but not so as to limit the generality of the foregoing, all its tanks, vats, boilers, engines, stills, buildings, tools, implements and all other the plant, machinery and equipment of the Company and all its stock-in-trade of every kind and nature whatsoever, and all the goods, wares and merchandise now contained in or hereafter to be brought upon the premises now occupied by the Company and described in the said Schedule "A," or upon any other premises wherein the Company may hereafter carry on all or any part of its business, and including also its present and future tolls, incomes and sources of money, rights, powers and privileges, all present and future book debts, accounts, negotiable and non-negotiable instruments, moneys, judgments, securities and other choses in action, and all other property or things of value of every kind and nature, tangible or intangible, legal or equitable, which the Company may be possessed of or become hereafter possessed of or entitled to, and such floating charge shall accordingly, save as hereinafter provided, in no way hinder the Company from paying dividends out of profits or from selling, alienating, pledging or otherwise disposing of or dealing with the subject matters of such charge in the ordinary course of its business and for the purpose of carrying on the same. Provided that, except as to mortgages, charges, assignments, liens and other securities created in favour of bankers in the ordinary course of the Company's business, and for the purpose of carrying on the same, of or upon assets not covered by way of specific charge hereunder, the Company shall not be entitled to create any mortgage or charge upon the mortgaged premises or any

part thereof ranking in priority to, or pari passu with, the security created by or pursuant to these presents.

(3) All the property and assets forming part of the security for the payment of the said bonds, including the property and assets comprised in the said floating charge, are herein referred to as the "mortgaged premises," and the Trustee, its successors and assigns shall stand possessed thereof upon trust for the benefit of all the holders of bonds to be issued by the Company as herein provided, ratably and without preference or priority either by reason of priority of issue or otherwise, subject nevertheless to all the terms, conditions, provisos and agreements herein declared and contained.

The "specifically mortgaged premises" means the lands, franchises and other property (if any) hereby expressed to be assured to or mortgaged or charged by way of fixed and specific charge in favor of the Trustee and all other property from time to time and for the time being assured to or mortgaged or charged in favor of the Trustee by way of a fixed and specific security for the payment of the moneys intended to be hereby secured.

(4) The last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter acquired by the Company, and whether falling within the general or particular description of the mortgaged premises hereunder, is hereby excepted out of the mortgage and charge hereby created and does not and shall not form any part of the mortgaged premises; the Company shall stand possessed of the last day of every said term and all renewals thereof upon trust for the purchaser or purchasers, their executors, administrators or assigns, to be assigned and disposed of as he or they may direct; and upon any sale or sales of the leasehold premises or any part thereof, or upon any foreclosure of the equity of redemption of the Company, or upon the happening of any of the other events requiring the same, the Trustee shall, for the purpose of vesting the aforesaid residue of any such term or any renewal thereof in any purchaser or purchasers thereof, be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new Trustee or Trustees of the aforesaid residue and any renewal of the said term in the place of the Company, and to vest the same accordingly in the new Trustee or Trustees so appointed, freed and discharged from any obligation respecting the same.

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(5) As further and additional security the Company shall forthwith execute and deliver to the Trustee a debenture in the form set out in Schedule "B" hereto, or in such other form as may be agreed upon between the Company and the Trustee, to be held by the Trustee as collateral security for the payment of the principal and interest of the bonds hereby secured and all other moneys intended to be hereby secured. The Trustee shall, as and when the security hereby constituted becomes enforceable as herein provided, be at liberty to deal with and enforce payment of the said debenture according to the terms thereof in such manner as it shall think fit.

(6) The total amount of bonds hereby secured and which may be issued in accordance with the terms hereof is Five Hundred Thousand Dollars (\$500,000) in lawful money of Canada, or in lawful money of the United States of America,* the said bonds being dated the first day of April, 1918, the principal money being payable on the first day of April, 1923, or on such earlier date as the same shall become payable as hereinafter provided, with interest at the rate of 7 per cent. per annum half-yearly, on the first days of April and October in each year during the currency of the bonds (the interest being represented by coupons attached to the bonds), the place of payment of both principal and interest in Canadian currency being at the chief office of the _____, in the City of Toronto, Canada, or in lawful money of the United States of America at the _____, in the City of New York, at the holder's option. The said Five Hundred Thousand Dollars (\$500 000) of bonds shall be in the following denominations and shall bear the following serial numbers, namely:

Bonds of \$1,000 each numbered from M001 and upwards;
bonds of \$500 each numbered from D001 and upwards, and
bonds of \$100 each numbered from C001 and upwards.

Any bondholder may at any time with the consent of the Company and the approval of the Trustee exchange outstanding bonds hereby secured for the same par value of bonds of other denominations herein provided for upon payment to the Com- Exchange of
denomina-
tions.

*Note.—The provisions in the trust deed and in the bonds covering payment of principal and interest must be carefully adapted to the circumstances and needs of each individual case. Thus it may be provided that payment is to be made in gold coin of the present standard of weight and fineness forming legal tender in Canada; or, in one of several currencies at the holder's option at a fixed or defined rate of exchange.

pany of a fee of One Dollar (\$1) for each new bond issued in exchange. Each bond is to be certified by the Trustee, and is to be in substantially the following form, or to the like effect, the number and denomination of each bond being inserted in the blanks therefor.

DOMINION OF CANADA.

OIL REFINING COMPANY, LIMITED.

Incorporated under the Laws of the Province of Ontario.

Authorized Capital \$1,750,000.

Divided into 150,000 common shares of a par value of \$10 each, and 25,000 Eight per cent. non-cumulative participating preference shares of a par value of \$10 each.

7 PER CENT. FIRST MORTGAGE 5-YEAR
SINKING FUND BOND.

Number _____ \$

Issue of Five Hundred Thousand Dollars (\$500,000) of bonds as follows: Bonds of \$1,000 each numbered from M001 and upwards; bonds of \$500 each numbered from D001 and upwards, and bonds of \$100 each numbered from C001 and upwards, all ranking pari passu, and made under the authority of the charter and by-laws of the Company, and of a resolution of the Directors, and secured by a Deed of Mortgage and Trust, dated the first day of April, 1918, between the Company and Company, Limited, as Trustee for the bondholders.

The total aggregate principal amount of all bonds of this issue at any one time outstanding is limited to Five Hundred Thousand Dollars (\$500,000) in lawful money of Canada.

For value received Oil Refining Company, Limited (herein called the "Company"), a corporation duly incorporated and existing under the laws of the Province of Ontario, acknowledges it is indebted and hereby promises to pay to the bearer hereof, or, if registered, then to the registered holder hereof, the sum of _____ Dollars in lawful money of Canada, at the chief office of the Company, Limited, in the City of Toronto, Canada, or in lawful

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money of the United States of America at the chief office of the Company of New York, in the City of New York, at the holder's option, on the first day of April, 1923, or on such earlier date as the principal moneys hereby secured become payable, in accordance with the conditions herein set out and of the said Deed of Mortgage and Trust, with interest thereon at the rate of seven per cent. per annum, payable half-yearly at the said places in like money, on the first days of April and October in each year, upon presentation and surrender of the interest coupons hereto annexed, as they severally become due. Both principal and interest of this bond are payable without deduction for any tax which the Company may be required to pay [or retain therefrom (other than income tax, or death or succession duties, or any other tax which the Company is obliged to deduct at the source)] under any present or future law of the Dominion of Canada, or any county, province or municipality therein, the Company hereby assuming the payment of all such taxes.

This bond is one of a series issued and to be issued, not exceeding in the aggregate the principal sum of Five Hundred Thousand Dollars (\$500,000), without preference, priority or distinction of any one bond over the other or others, secured by a Deed of Mortgage and Trust in favor of Company, Limited, as Trustee for the bondholders, mortgaging and charging to and in favor of the said Trustee the present and future real property of the Company by way of a first specific mortgage or charge thereof, and charging by way of first floating charge the undertaking and all the other assets, franchises and rights of the Company, whether now owned or hereafter acquired, as by reference to the said Deed of Mortgage and Trust will more fully appear.

This bond is subject to the terms of the said Deed of Mortgage and Trust, securing the bonds of this issue, which is hereby referred to for a description of the premises so mortgaged and charged, and the nature and extent of the security, the rights of the holders of the bonds secured by it and the terms and conditions upon which the said bonds are issued, which rights, terms and conditions are made a part of this bond.

This bond is entitled to the benefits and is subject to the provisions of the said Deed of Mortgage and Trust respecting a sinking fund.

This bond shall pass by delivery unless registered in the name of the holder in the proper book at the office of the Trustee in Toronto, or at such other additional places as may be prescribed by the Company and the Trustee in that behalf, in which case it can only be transferred by an instrument in writing signed by the registered holder or his lawful attorney and registered in the proper book, and such transfer duly noted by endorsement hereon.

A transfer to bearer may subsequently be registered, after which it shall pass by delivery until again registered in the name of the holder. Notwithstanding registration, the interest coupons shall continue to be payable to bearer.

The Company by the said Deed of Mortgage and Trust reserves for the purpose of a sinking fund the right at any time to purchase bonds on the market, or by private contract, or to redeem the whole or any part of the bonds at 101 per cent. and accrued interest, on giving six weeks' notice to the bondholders, the particular bonds to be redeemed, where a part only is redeemed, being determined by a drawing. The like price is also payable in the event of the security constituted by the said Deed of Mortgage and Trust becoming enforceable by reason of the voluntary liquidation of the Company.

Any notice may be given to or served upon the holder of this bond whilst unregistered by advertising the same in a daily newspaper published in _____, Canada, and in _____, and such other places (if any) as the Company shall determine, and whilst registered, by sending it through the post in a prepaid letter addressed to such person at his registered address, and in proving such service it shall be sufficient to prove that the letter containing the notice was prepaid and properly addressed and put into the post office, or that the said notice was so advertised.

This bond shall not be obligatory for any purpose until certified by the Trustee on the certificate hereon provided for that purpose.

IN WITNESS WHEREOF Oil Refining Company, Limited, has caused its corporate seal to be hereto affixed and these presents to have placed thereon the engraved or lithographed [or printed] signature of its President, and to be signed by its Secretary, and each of the coupons hereto attached

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to have placed thereon the engraved, lithographed or printed facsimile of the signature of its Secretary, this day of _____, 1918.

OIL REFINING COMPANY, LIMITED.

.....
President.

.....
Secretary.

TRUSTEE'S CERTIFICATE.

This bond is one of an issue of bonds, amounting in the aggregate to Five Hundred Thousand Dollars (\$500,000), referred to in the Deed of Mortgage and Trust of the first day of April, 1918, within mentioned.

COMPANY, LIMITED.

per
Certifying Officer.

INTEREST COUPON.

Coupon No. \$.....
the bearer Oil Refining Company, Limited, will pay to
Dollars, on the _____ day of
19 _____, in lawful money of Canada, at the chief
office of the _____ Company, Limited, in
Toronto, Canada, or in lawful money of the United States
of America at the chief office of the _____ Company
of New York, New York, at the holder's option, being half-
yearly interest at the rate of 7 per cent. per annum on its 7 per
cent. first mortgage five-year sinking fund bond No.

.....
Secretary.

(7) The said Five Hundred Thousand Dollars (\$500,000) **Delivery of Bonds.** of bonds shall be executed by the Company and delivered to the Trustee and certified by the Trustee and delivered in such amounts as may from time to time be requested by the Board of Directors of the Company (such request to be evidenced by a certified copy of a resolution of the Board of Directors in that behalf) to, or to order of, the Company, [or to, or to the order

of, such corporation or corporations, person or persons as may be specified in the resolution evidencing such request.]

Coupons for interest (if any) matured at the date of delivery by the Trustee, attached to the bonds issued herein, shall be detached from the same and cancelled before delivery.

The Trustee shall be under no duty or responsibility to see to the application or use made of any of the bonds or the proceeds thereof.

Bonds to be certified by the Trustee.

(8) No bond shall be issued, or, if issued, shall be obligatory or entitle the holder to the benefit of the security hereby created, until it has been certified by the Trustee. The certificate of the Trustee may be signed by any officer or agent of the Trustee, or by any other person appointed by it for the purpose.

Signatures on bonds and coupons.

(9) The bonds shall be under the seal of the Company and shall be signed by the President or Vice-President and Secretary or Assistant-Secretary of the Company holding office at the time of signing, and notwithstanding any change in any of the persons holding said offices between the time of actual signing and the certifying and delivery of the bonds, and notwithstanding the President or Vice-President or Secretary or Assistant Secretary signing may not have held office at the date of the bonds, or the date of the certifying and delivery thereof, the bonds so signed shall be valid and binding upon the Company. The signature of the President or Vice-President may be engraved, lithographed or printed upon the said bonds or any of them, and such engraved, lithographed or printed signature shall for all purposes be deemed to be signed by him and valid and binding on the Company.

The interest coupons attached to the bonds shall have engraved or lithographed or printed thereon the signature of the Secretary or Assistant-Secretary of the Company, and such signature shall for all purposes be deemed to be signed by him, and shall be binding upon the Company, notwithstanding that the person whose signature may have been so engraved or lithographed or printed is not at the date when the bond is issued, or the coupon is presented for payment, the Secretary or Assistant-Secretary of the Company.

Interim bonds.

(10) Pending the delivery of [printed or] lithographed or engraved bonds, after certification, to the Company or its order, the Company may issue and the Trustee certify, in such form

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and in such amounts as the Trustee and the Company may approve, interim bonds, with or without coupons, and/or interim certificates for bonds, entitling the holders thereof subsequently to exchange the same for definitive bonds, and pending such exchange the holders of the said interim bonds or certificates shall be deemed to be bondholders and entitled to the benefit and security of this indenture to the same extent and in the same manner as though the said exchange had been actually made.

(11) The bonds hereby secured shall be negotiable and pass by delivery unless registered for the time being in the name of the holder, in the manner hereinafter provided, and the Trustee shall keep at its office, in the City of Toronto, Canada, and at such additional places as may be prescribed by the Company and the Trustee, bond registers, in which the holder of a bond shall be entitled to have his name and address and the number of the bond held entered, upon presenting the written statement of the said particulars and verifying his title to such bond by the production thereof. Every such registration shall be certified on the bond. After such registration so certified no transfer shall be made or shall be valid except by an instrument in writing, signed by the registered holder or his lawful attorney or attorneys. The fact of every such transfer shall be entered upon the bond register. Every such transfer shall be noted on the bond, and if the last transfer be to bearer, it shall restore to the bond transferability by delivery, and every such bond shall be subject to successive registrations and transfers to bearer as aforesaid, at the option of the holder. Notwithstanding registration, the interest coupons shall continue to be payable to bearer. The Trustee shall not be bound to take notice of any trusts appearing on or referred to in the said bonds or otherwise with respect thereto, and may transfer the same on the direction of the person registered as the holder thereof, whether named as Trustee or otherwise, as though that person were the beneficial owner thereof. All expense of registration and transfer of bonds shall be borne by the bondholder causing such registration or transfer.

(12) Until the happening of some or one of the events upon the happening of which the security hereby constituted becomes enforceable as hereinafter provided, and the Trustee shall have determined or become bound to enforce the same, the Trustee shall permit the Company to hold and enjoy all the mortgaged premises, and to carry on therein and therewith the busi-

Registration
of bonds.

Company to
have
possession of
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Voting on
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premises.

ness of the Company, to take and use the rents, incomes, profits and issues thereof in the same manner and to the same extent as if these presents had not been executed, including the dividends, profits and interest which may be payable upon or in respect of any shares or stocks or bonds, debentures, debenture stock or other securities, claims and demands, in judgment or otherwise, forming part of the mortgaged premises, and any such dividends, profits or interest received by or for the Trustee shall be paid over to the Company, and the Company by its officers or others thereunto duly authorized shall be entitled, under proxies to be given by the Trustee or other holders of said shares, stocks, bonds or securities in that behalf, to exercise all voting powers conferred by the shares, stocks, bonds and securities forming part of the mortgaged premises in such manner as the Company shall see fit, and from time to time the Trustee or such other holders shall forthwith execute and deliver to the Company, or its nominee or nominees, suitable proxies for the aforesaid purposes.

And provided that if and so long as the Company may not be entitled to said proxies, the Trustee shall have the right to vote upon the said shares, stocks, bonds, debenture stock and other securities, and the Trustee during the same period may retain the said dividends, profits and interest, and may pay the same or any balance thereof over to the Company upon the default ceasing or being made good. Provided also, that as regards any shares or stocks deposited with or transferred to the Trustee or to any person or corporation on the Trustee's behalf by the Company, the Trustee shall, if so required by the Company, and upon being properly indemnified against loss and expense, do whatever may be necessary in order to preserve the corporate existence and the corporate rights and franchises of the Company of whose capital stock any of the shares and stocks form part, and for such purpose the Trustee shall permit the transfer from time to time of so many shares and stocks as may be necessary to qualify persons to act as directors of the said Company or other officers thereof, upon obtaining from such persons proper declarations of trust in respect of the said qualifying shares. Provided further that nothing in this indenture contained shall prevent the winding-up or liquidation of any company, shares or stock in the capital stock of which now or hereafter form part of the mortgaged premises, to the end that the undertakings and properties of such company may be properly and effectively conveyed and become part of the mortgaged premises under this indenture.

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The Trustee may from time to time hold any shares, stocks, ^{Deposit of securities.} bonds, debenture stock and other securities which may from time to time form part of the mortgaged premises, either in the name of the Company or in its own name or in the name of any person or corporation approved by the Board of Directors of the Company. The Trustee shall not be responsible for any defalcation, misconduct or negligence of any such person or corporation with respect to such shares, stocks, bonds, debenture stock and other securities, or with respect to the dividends, profits or interest thereon.

(13) The Company may from time to time, whenever it be ^{Removal of plant, etc., without consent of Trustee.} not in default in respect of the bonds or coupons, or in respect of any covenant, stipulation or agreement herein contained, alter, replace, repair or reconstruct, take down, sell or remove any part or parts of any buildings, machinery or any structure whatsoever upon the mortgaged premises, or any plant, machinery or fixture attached or appertaining thereto, without the consent of the Trustee, whenever the same be worn out or injured, or such alteration, replacing, repairing, reconstruction, taking down, sale or removal, or any of them be, with a view to immediate replacement by other property of a more useful or convenient character, and of at least equal value, or be with a view to complying with any covenant contained in this indenture, or under which the Company may otherwise be liable to repair or make alterations or improvements on or in respect of the mortgaged premises, or any part thereof. And the Trustee shall not be under any obligation to enquire whether any alteration, replacing, repairing, reconstruction, taking down, sale or removal from time to time, be in compliance with the above condition. The Trustee may rely absolutely on the truth of any facts stated in a Statutory Declaration of the President or Treasurer of the Company or any resolution or certificate of the Board of Directors of the Company, or a majority thereof, with respect to the compliance by the Company with the above conditions. But the Trustee may in its discretion require such other evidence of such facts as to it may seem appropriate.

(14) The security hereby constituted shall become enforce- ^{Events in which security becomes enforceable.} able, subject to the terms hereinafter contained, in each and every of the events following:—

(a) If the Company make default for a period of one calendar month in payment of any interest secured by the bonds;

(b) If the Company make default in payment of any of the bonds at the time when the same, either by the terms thereof or by declaration or otherwise, shall become payable;

(c) If an order be made or an effective resolution passed for the winding up of the Company, or if the Company shall make an assignment for the benefit of its creditors;

(d) If a receiver be appointed, or an encumbrancer take possession of the mortgaged premises or any part which is, in the opinion of the Trustee, a substantial part thereof;

(e) If any execution, distress or other like process be enforced upon, or sued out against the mortgaged premises or any part thereof, and shall remain unsatisfied or unsecured for the period of fifteen days;

(f) If default shall be made by the Company in the performance or observance of any of the covenants or conditions binding on the Company under these presents, and shall continue for one month unremedied, after notice from the Trustee to remedy the same;

(g) If the Company shall stop payment, or shall, without the assent in writing of the Trustee, cease to carry on its business or a substantial part thereof, or threaten to cease to carry on the same;

Provided that a resolution or order for winding up the Company, with a view to its re-construction or amalgamation with another Company by the transfer of its assets to a new Company, shall not make the security enforceable under subparagraph (c) of this present paragraph, if such last-mentioned Company shall, within three calendar months from the passing of the resolution or the date of the order, enter into a covenant with the Trustee to pay the principal moneys, interest and other moneys intended to be secured by these presents, and the bonds, and to perform and observe all the obligations of the Company under these presents, and nothing contained in these presents or in any bond hereby secured, shall prevent any consolidation, amalgamation or merger of the Company with any other Company, or any conveyance, transfer or lease of all or part of the mortgaged premises to such Company. Provided, however, that such consolidation, amalgamation, merger or lease shall be upon such terms as to preserve and not to impair the lien and security of these presents.

Amalgama-
tion with
other Com-
panies.

(15) Upon the happening of any event upon the happening of which the security hereby constituted becomes enforce-
able, the Trustee may (but subject to the provision hereinafter Proceedings on default.
contained as to notice when such provision is applicable), in its discretion, and shall, upon the request in writing of the holder or holders of one-fifth part in value of all the bonds for the time being outstanding, or upon the request of the bondholders by a resolution passed in accordance with the provisions hereinafter contained (but in any case without any further consent on the part of the Company or its assigns) and in either case upon being indemnified to its satisfaction as hereinafter provided, enter upon and take possession of the mortgaged premises or any part thereof, and may as aforesaid at its discretion, and shall upon the like request (and either before or after making such entry as aforesaid), sell, call in, collect and convert into money the same or any part thereof. Any such sale or conversion of all or any part of the mortgaged premises, may be either a sale en bloc, or in such parcels, and either by public auction or by private contract, and with or without any special conditions as to upset price, reserve bid, title, or evidence of title, or other matter and from time to time as the Trustee in its discretion think fit, with power to vary or rescind any such contract of sale, or buy in at any auction and resell, without being answerable for any loss. The Trustee may, on any sale of the mortgaged premises, or any part thereof, sell for a purchase consideration payable by instalments, either with or without requiring any mortgage or pledge or other security for the payment of the second and subsequent instalments, and may make and deliver to the purchaser, good and sufficient deeds, assurances and conveyances of the said premises, and give receipts for the purchase money, and any such sale shall be a perpetual bar, both in law and equity, against the Company and its assigns, and all others claiming the premises sold or any part thereof, by, from or under the Company or its assigns. The Trustee or any one or more of the bondholders may become purchasers at any sale of the mortgaged premises whether made under the power of sale hereinbefore contained or pursuant to judicial proceedings as hereinafter provided. And it is hereby declared and agreed that the receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and that after payment of such purchase money, and having such receipt, the purchaser or purchasers shall not be obliged to

enquire into the application of the purchase money upon or for the trusts or purposes hereof, or be in any manner whatsoever answerable for any loss, mis-application or non-application of such purchase money, or any part thereof, nor shall such purchaser or purchasers at any time be obliged to enquire into the necessity, expediency, authority or regularity of or for any such sale.

Upon any sale of the mortgaged premises, or of any part thereof, the purchaser or purchasers, in making payment therefor, shall be entitled after paying in cash so much as shall be necessary to cover the costs and expenses theretofore incurred by the Trustee, and of the sale and of the proceedings incident thereto to appropriate and use toward the payment of the remainder of the purchase price, and of the bonds or coupons issued hereunder and entitled to participate in the proceeds of such sale, reckoning each bond or coupon so appropriated and used at such sum as shall be payable thereon out of the net proceeds of the sale, and proper receipts shall thereupon be given to the holders of such bonds or coupons, for the amount so payable thereon, and the bonds and coupons, if the net proceeds of the sale shall be sufficient to pay them in full, shall be delivered up for cancellation; or if the proceeds of the sale shall not be sufficient to pay such bonds or coupons in full, then proper endorsement shall be made thereon of the amount so paid, and they shall then be returned to the holders.

**Acceleration
of principal.**

(16) Upon the happening of any event upon the happening of which the security hereby constituted becomes enforceable, the Trustee may, in its discretion, and shall, upon the request in writing of the holder or holders of one-fifth part in value of all the bonds for the time being outstanding, declare the principal sum of each of the bonds to be due and payable and the same shall, upon such declaration, become due and payable accordingly. Provided that the bondholders, either by instrument in writing signed by the holder or holders of one-half in value of all the bonds for the time being outstanding or by extraordinary resolution may cancel any such declaration or waive the right so to declare on such terms and conditions as they may prescribe. Provided further that no act or omission either of the Trustee or of the bondholders in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

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(17) Before making any such entry as aforesaid or any ^{Notice} sale, calling in, collection or conversion under the trust or ^{before} power in that behalf hereinbefore contained (hereinafter ^{entry by} referred to as "the trust for conversion"), the Trustee shall (unless it shall certify in writing upon the counterpart of this indenture in its possession or upon a copy thereof that in its opinion further delay would imperil the interests of the bondholders, or except in the case of such order or resolution as aforesaid having been made or passed), give written notice of its intention to the Company, and shall not execute the trust for conversion if, in the case of such trust arising by reason of any default in payment of any principal money or interest, the Company shall prove to the said Trustee the payment of the principal money or interest so in arrear within thirty-one days next after such notice shall have been given, or if, in the case of such trust having arisen by reason of a receiver being appointed, or an encumbrancer taking possession as aforesaid, the appointment has been revoked or set aside, or the encumbrancer has given up or been put out of possession or the Trustee is satisfied that the Company *bona fide* disputes the right of such receiver or encumbrancer and is *bona fide* proceeding to set aside the appointment and test such right, or if in the case of such trust having arisen by reason of any such breach of covenant or condition as aforesaid, the Company shall forthwith upon the receipt of such notice fully perform or comply with the covenant or condition aforesaid if capable of then being performed or complied with or made good or satisfy the breach thereof to the satisfaction of the said Trustee.

(18) At any time before the security hereby constituted shall have become enforceable and the Trustee shall have determined ^{Powers of} or become bound to enforce the same, the Trustee shall upon ^{Trustee} the application and at the cost of the Company, and without ^{before} any consent by the bondholders (but only if and so far as in its ^{entry.} discretion the interests of the bondholders shall not be prejudiced thereby), do or concur in doing all or any of the things following, viz. :—

(a) Sell all or any of the specifically mortgaged premises or any of the property comprised in the said mortgage on such terms as it may think expedient, with power to sell for shares or stock or debentures, debenture stock or other securities or obligations of any company, or for a sum on account and a mortgage or other security for the balance.

(b) Exchange all or any of the specifically mortgaged premises, or any of the property comprised in the said mortgage for any other property, real or personal, and with or without payment or receipt of any money for equality of exchange.

(c) Let any of the specifically mortgaged premises or any of the property comprised in the said mortgage for any term either in possession or reversion and on any conditions, and with or without a premium.

(d) Surrender all or any of the specifically mortgaged premises, or any of the property comprised in the said mortgage, on any terms which may seem expedient.

(e) Exercise or permit the Company to exercise any powers or rights incident to the ownership of any of the specifically mortgaged premises, or any of the property comprised in the said mortgage.

(f) Release any of the specifically mortgaged premises, or any of the property comprised in the said mortgage, which, in the opinion of the Trustee and the Directors, are unprofitable or a source of loss or danger to or no longer necessary for the purposes of the Company.

(g) Generally act in relation to the specifically mortgaged premises or any of the property comprised in the said mortgage, in such manner and on such terms as the Trustee may deem expedient in the interests of the bondholders.

And all shares, stock or securities, or other property, received upon any dealing effected under this paragraph shall be deposited with or otherwise effectually transferred, or assured to or mortgaged, or charged in favor of the Trustee as part of the specifically mortgaged premises, and held by or for the Trustee, as hereinbefore provided, upon the trusts, and with and subject to the powers and provisions (including those of this present paragraph) herein declared and contained concerning the same, and all net capital moneys arising from any dealing under this paragraph, after payment of the costs and expenses of and incidental to such dealing, shall (subject as aforesaid) when received by the Trustee (so long as this security be not enforceable) be invested in the name of the Trustee in any investment hereinafter authorized, with power to the Trustee from time to

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time to vary and realize the investments, and employ the proceeds of realization as if they arose from a dealing effected under this paragraph, and such investments until realized, shall be held by the Trustee upon trust until the trust for conversion shall arise to pay the income thereof to the Company.

(19) At any time after the security hereby constituted shall become enforceable the Trustee may by writing appoint a receiver or receivers of the mortgaged premises or any part thereof and remove any receiver or receivers so appointed and appoint another or others in his or their stead, and the following provisions shall have effect:—

Appointment
of Receiver.

(a) Such appointment may be made either before or after the Trustee shall have entered into or taken possession of the mortgaged premises or any part thereof.

(b) Such receiver or receivers may be invested by the Trustee pursuant to the power of delegation hereinafter contained with such powers and discretions as the Trustee think fit.

(c) Unless otherwise directed by the Trustee, such receiver or receivers may exercise all the powers vested in the Trustee by the next succeeding clause hereof.

(d) Such receiver or receivers shall in the exercise of his or their powers, authorities and discretions conform to the regulations from time to time made and given by the Trustee.

(e) The Trustee may from time to time fix the remuneration of such receiver or receivers and direct payment thereof out of the mortgaged premises.

(f) The Trustee may from time to time and at any time require any such receiver or receivers to give security for the due performance of his or their duties as such receiver or receivers, and may fix the nature and amount of the security to be so given, but the Trustee shall not be bound in any case to require any such security.

(g) Save so far as otherwise directed by the Trustee, all moneys from time to time received by such receiver or receivers shall be paid over to the Trustee to be held by it on the trusts by the next succeeding paragraph hereof declared of and concerning the moneys therein mentioned.

(h) The Trustee may pay over to such receiver or receivers any moneys constituting part of the mortgaged premises to the intent that the same may be applied for the purposes hereof by such receiver or receivers, and the Trustee may from time to time determine what funds the receiver or receivers shall be at liberty to keep in hand with a view to the performance of his or their duties as such receiver or receivers.

(i) Any such receiver or receivers may, with the consent in writing of the Trustee, borrow money for the purposes of carrying on the business of the Company or for the maintenance of the mortgaged premises or any part or parts thereof or for other purposes approved by the Trustee, and may issue certificates (herein called "receiver's certificates") for such sums as will in the opinion of the Trustee be sufficient for obtaining upon the security of the mortgaged premises the amounts from time to time required, and such certificates may be payable either to order or to bearer, and may be payable at such time or times as to the Trustee may appear expedient, and shall bear interest as shall therein be declared, and the Trustee may sell, pledge or otherwise dispose of the same in such manner as to it may seem advisable, and may pay such commission on the sale thereof as to it may appear reasonable, and the amounts from time to time payable by virtue of such receiver's certificates shall form a first charge upon the mortgaged premises in priority to the said bonds.

(j) The Trustee shall not be in any way responsible for any misconduct or negligence on the part of any such receiver or receivers.

Powers of
Trustee after
entry.

(20) At any time after the Trustee shall have made such entry as aforesaid, and until the whole of the mortgaged premises shall be realized, the Trustee shall have power at its discretion to do each and every of the following things:

(a) Carry on the business of the Company in and with the mortgaged premises, and manage and conduct the same as it shall think fit, without being responsible for loss or damage, with power to appoint and dismiss managers, agents and servants; and for the said purposes to borrow money by the issue and sale of certificates (herein called "Trustee's certificates") for such sums as will in the opinion of the

Trustee be sufficient for obtaining upon the security of the mortgaged premises the amounts from time to time required, and such certificates may be payable either to order or to bearer, and may be payable at such time or times as to the Trustee may appear expedient, and shall bear interest as shall therein be declared and the Trustee may sell, pledge or otherwise dispose of the same in such manner as to it may seem advisable, and may pay such commission on the sale thereof as to it may appear reasonable, and the amounts from time to time payable by virtue of such Trustee's certificates shall form a charge upon the mortgaged premises in priority to the bonds.

(b) Let all or any part of the mortgaged premises for such term and at such rent as the Trustee may think proper.

(c) Make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business, as well for the protection as for the improvement of the mortgaged premises.

(d) Do, without the application or consent of the Company, and as regards not only the specifically mortgaged premises, but also the residue of the mortgaged premises, any act or thing which the Trustee is hereinbefore authorized to do as regards the specifically mortgaged premises upon the application of the Company, before the security hereby constituted becomes enforceable, and all revenues, issues and profits, or other moneys, received or collected by the Trustee under this present paragraph, after payment thereof of all charges and expenses incurred by the Trustee, its agents or attorneys, shall be held by the Trustee upon the trusts hereinafter declared concerning the moneys to arise under the trust for conversion.

(21) The Trustee shall not, nor shall its agents or attorneys, nor shall any receiver or receivers appointed by the Trustee be liable by reason of any entry into possession of the mortgaged premises or any part thereof to account as mortgagee or mortgagees in possession, or for anything except actual receipts, or be liable for any loss on realization or for any default or omission for which a mortgagee in possession might be liable.

(22) No person dealing with the Trustee or its agents shall be concerned to enquire whether the security hereby constituted

Trustee not
to be liable
to account
as mortgagee
in possession.

For protec-
tion of per-
sons dealing
with Trustee.

has become enforceable or whether the powers which the Trustee is purporting to exercise have become exercisable, or whether any money remains due upon the security of these presents or the bonds or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made or otherwise as to the propriety or regularity of any sale or of any other dealing by the Trustee with the mortgaged premises or to see to the application of any money paid to the Trustee, and in the absence of fraud on the part of such person such dealing shall be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and to be valid and effectual accordingly.

Application
of moneys
by Trustee.

(23) All moneys to arise under the trust for conversion shall be held by the Trustee (subject to the repayment of all moneys, if any, having priority to the bonds) upon trust to apply the same for the following purposes and in the following order of priority:

(a) In payment of all costs, charges and expenses incurred and payments made by the Trustee, under any of the provisions herein contained, and of all remuneration payable to the Trustee hereunder, with interest thereon as hereinafter provided.

(b) In payment of the interest owing upon the bonds *pari passu*.

(c) In payment of the principal money owing on the bonds *pari passu* whether the same be or be not then due or payable.

Provided always that if the amount of the moneys at any time apportionable under this paragraph shall be less than ten per cent. on the principal amount of the bonds outstanding, the Trustee may in its discretion invest such money, and the investments, with the resulting income therefrom, shall be accumulated until the accumulations, together with any other funds for the time being under the control of the Trustee and apportionable for that purpose shall amount to a sum sufficient to pay ten per cent. upon the principal amount of the bonds outstanding, and then such accumulations and funds shall be applied in manner aforesaid.

Notice to
be given
by Trustee
of payment
of moneys.

(24) The Trustee shall give not less than seven days' notice to the bondholders of the day fixed for any payment to them under the provisions hereinbefore contained, and after the day

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so fixed the holders of the bonds which shall be outstanding shall be entitled to interest on the balance only (if any) of the principal moneys or interest due on such bonds, after deducting the amount (if any) payable in respect thereof on the day so fixed.

(25) The receipt of the holder of any bond subject to the provisions of these presents with regard to a registered bond, for the principal money and interest thereby secured or any part thereof, shall be a good discharge to the Trustee. Receipt clause.
Trustee to be

(26) Upon any payment by the Trustee under the provisions herein contained, on account of the principal moneys or interest secured by the bonds, the bonds, the bonds in respect of which such payment shall be made shall be produced to the Trustee, who shall cause a memorandum of the amount and date of payment to be endorsed thereon, but the Trustee may in any particular case dispense with the production and endorsement or surrender of a bond, upon such indemnity being given as it shall think sufficient. Payments by
Trustee to be
endorsed on
bonds.

(27) Any moneys, which under the trusts herein contained may or ought to be invested, may be invested in the name of the Trustee in any of the investments now or hereafter authorized by the law of any of the provinces of the Dominion of Canada for the investment by Trustees of trust moneys, or in any other investments, whether such investments as Trustees are by law authorized to invest in or not, and including bonds of the Company, which may be approved by the Board of Directors of the Company (evidenced by a certified copy of a resolution thereof), and by the Trustee, or may be placed on deposit in the name of the Trustee at such bank or banks as the Trustee and the said Board may think fit, and any such investments may from time to time be varied for others of a like nature. Investment
clause.

(28) After the security hereby constituted has become enforceable, the Company shall from time to time and at all times execute and do all such assurances and things as the Trustee may reasonably require for facilitating the realization of the mortgaged premises, and for exercising all the powers, authorities and discretions hereby conferred on the Trustee, and in particular the Company: Further
assurance
after
security
becomes
enforceable.

(a) Shall execute all transfers, conveyances, assignments and assurances of the mortgaged premises, whether to the Trustee or to its nominee or nominees which the Trustee shall require.

(b) Shall give all notices and directions which the Trustee may think expedient.

For the purposes of this paragraph a certificate in writing signed by the Trustee to the effect that any particular assurance or thing required by it is reasonably required by it shall be conclusive evidence of the fact.

Trustee appointed attorney of Company.

(29) The Company hereby irrevocably appoints the Trustee to be the attorney of the Company, and in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do under the covenants herein contained, and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Trustee.

Covenant by Company to observe provisions of bonds.

(30) The Company covenants with the Trustee that it will pay the principal moneys and interest secured by the bonds in accordance with the tenor thereof respectively, and will observe and perform all the covenants and conditions contained therein which shall be binding upon the Company and the holders of the bonds respectively, and all persons claiming through or under them respectively.

Covenants by Company.

(31) The Company hereby covenants with the Trustee that it will at all times during the continuance of this security:—

To carry on business.

(a) Carry on and conduct its business in a proper and efficient manner and duly observe and perform the conditions of all concessions and franchises owned by the Company.

To keep books.

(b) Keep proper books of account and allow the Trustee, and any person or persons appointed by it, free access to the same at all reasonable times during business hours.

To keep buildings in repair.

(c) Keep all buildings forming part of the mortgaged premises, and all machinery, plant, works, fixtures, fittings, implements, utensils and other effects therein in a good state of repair and in good working order and condition, and permit the Trustee and any person or persons appointed by it, at all reasonable times, to enter upon the mortgaged premises and view the state of the same.

To pay Taxes.

(d) Pay all rents, taxes, rates, levies, assessments and charges which now, or shall or may hereafter be payable or be assessed upon the mortgaged premises, or any part or parts thereof, or any interest of the Trustee therein, so that

such property shall be free from all liens for rents, taxes, rates, levies, assessments and charges of whatever kind; provided, however, that the Company shall not be required to pay any such rent, tax, rate, levy, assessment or charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof. Should the Company fail to pay any such rent, tax, rate, levy, assessment or charge, the Trustee may, without prejudice to any of its rights under this indenture by reason of such default, but shall be under no obligation to, pay and discharge the same and have a lien upon the mortgaged premises for its advance for that purpose, together with interest thereon as hereinafter mentioned prior to the lien of this indenture.

(e) Cause to be transferred in the name of the Trustee, Shares of or in the name of any nominee or nominees, any shares of stock which it may hold, or may hereafter acquire in any other Company.

(f) Insure, unless already insured, and during the con- To insure. tinuance of this security keep insured in or with such insurance company or companies as the Trustee may approve, against all loss or damage by fire, all buildings, machinery, plant or other property, real or personal, belonging to, or which may be acquired by, the Company, which is usually insured in like businesses (the policies to be made payable to the Trustee) and will pay all necessary premiums therefor and the whole of the insurance moneys which may be paid prior to this security becoming enforceable in respect of any destruction or damage to the said property, or any part thereof, less the cost of collecting the same, shall be held by the Trustee upon the trusts of this indenture; or in the event of the Company deeming it prudent or advisable they shall be applied in restoring or rebuilding such property as may have been destroyed or damaged, or otherwise improving the property of the Company; provided that if the said insurance moneys be insufficient the Company shall, on its part, advance sufficient money to be applied in rebuilding, restoring and improving said property so that the value of the property so rebuilt, restored and improved shall be equivalent to that of the property so destroyed or damaged.

(g) Neither directly nor indirectly extend or assent to Coupons the extension of the time for payment of any coupon upon

any bonds secured hereby, nor directly nor indirectly be a party to or approve of any such arrangement by purchasing or funding such coupons, or in any other manner.

Cancelled
coupons.

(h) Cancel and deliver to the Trustee all interest coupons when paid, as evidence of such payment and cancellation.

Liens.

(i) Pay or discharge all claims or obligations which may now be or hereafter become due to labourers, or mechanics, and which may by law be given a prior right to the lien of these presents.

Notices.

(j) Give all notices, orders and directions which the Trustee may think expedient for the trusts hereof.

Further
assurances.

(k) Execute and do all such assurances, acts and things as may be required by the Trustee from time to time in relation to all or any of the mortgaged premises for the better or more fully vesting the same in the Trustee, or more fully assuring and securing the same to it, or for the purpose of registration, or for any other purpose.

After
acquired
properties.

(l) And for further securing the payment of all moneys and interest from time to time secured by these presents, or intended so to be, cause all freehold or leasehold properties in future acquired by the Company (reserving out of all such leaseholds the last day of the term thereof) in so far as the nature thereof permit to be specifically mortgaged in favor of the Trustee as part of the specifically mortgaged premises.

(32) By way of supplement to the provisions of any Act (in Canada, or the provinces thereof) for the time being relating to Trustees, it is expressly declared as follows, that is to say:—

For the
protection of the
Trustee.

(a) That the Trustee shall not be liable for or by reason of any failure or defect of title to or any encumbrance upon the mortgaged premises, or for or by reason of the statement of facts or recitals in this mortgage, or in the bonds contained, or be required to verify the same; but all such statements and recitals are and shall be deemed to have been made by the Company only, and the Trustee shall not be in any way responsible therefor, or for any action or thing done by it by reason of any representation made to it by the Company or any of its officers.

(b) The Trustee may employ such attorneys, bankers, receivers, lawyers, agents, officers, servants and other assistants as it may reasonably require for the proper discharge of its duties hereunder and shall not be responsible for any misconduct on the part of any such attorneys, bankers, receivers, lawyers, agents, officers, servants and other assistants or persons appointed by it hereunder, or bound to supervise the proceedings of any such appointee or appointees, and may pay reasonable remuneration therefor, and may take legal advice in all matters connected herewith, and shall be entitled to receive reasonable remuneration for all services performed by it in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the trusts hereof, and all such remuneration, disbursements, costs and expenses, and all remuneration and expenses incident to the preparation, execution and recording of this indenture and the preparation, execution and issue of the bonds, whether done or incurred at the request of the Trustee or the Company, together with interest at the rate of 6 per cent. per annum on all such disbursements, costs and expenses, are hereby constituted a lien upon the trust estate prior to the lien of the said bonds.

(c) That the Trustee shall be answerable only for its own acts, receipts, neglects and defaults, and not for those of any person employed by it and selected with reasonable care, nor for any thing or matter whatsoever except for its own wilful misconduct, gross negligence or intentional breach of trust, and shall not be liable for any act or default on the part of a co-Trustee (if any) or for having permitted any co-Trustee to receive and retain any moneys payable to the Trustee hereunder, but the Trustee hereof shall only be liable for its own wilful acts and defaults.

(d) The Trustee may in relation to these presents or any action hereunder act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, engineer, broker, auctioneer or other expert whether obtained by the Trustee or by the Company, or otherwise, and any action taken or suffered in good faith by the Trustee in accordance with such opinion, advice or information, shall be conclusive on the Company and on all holders of bonds, and shall be full justification to the Trustee for such action, and it

shall in no way be responsible for any loss occasioned by so acting, and any such advice or opinion, or information may be sent or obtained by letter, telegram or cablegram, and the Trustee shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, telegram or cablegram, although the same shall contain some error or shall not be authentic.

(e) That the Trustee shall be at liberty to accept a certificate signed by the President or Vice-President or any two Directors and the Secretary or an Assistant-Secretary of the Company under its corporate seal as to any statement of facts as conclusive evidence of the truth of such statement and a like certificate, to the effect that any particular dealing or transaction or step or thing is in the opinion of the Company or the persons so certifying expedient as sufficient evidence that it is expedient, and may also accept a like certificate that any expenditure made or indebtedness incurred or to be made or incurred by the Company is or will be made or incurred for the purposes of its undertakings as sufficient evidence that it will be so made or incurred, and may also accept a certificate signed by the auditors of the Company for the time being that any such expenditure or indebtedness is properly chargeable to capital account as sufficient evidence that it is properly so chargeable, and the Trustee shall be in no wise bound to call for further evidence or be responsible for any loss that may be occasioned by its failing to do so.

(f) The Trustee shall not be bound to act as hereinbefore provided in accordance with any direction or request of the Company or of its Board of Directors until a duly authenticated copy of the resolution or vote containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be fully empowered to act and shall be fully protected from all liability in acting upon any instrument or instruments purporting to be proper certificates or copies of resolutions or votes of the Board of Directors or Executive Committee of the Company and believed by the Trustee to be genuine.

(g) The regularity and validity of all acts and requests and directions of the Board of Directors and officers of the Company shall be deemed for the protection of the Trustee to be conclusively proved by a certificate signed by any per-

son being, or by the Trustee believed to be, the Secretary or an Assistant-Secretary of, or the Counsel for, the Company. The Trustee shall not be responsible for any error made or act done by it in reliance upon the identity, official position or signatures of any officer or director of the Company, or its seal.

(h) That the Trustee shall not be bound to give notice to any person or persons of the execution hereof or of the lien of these presents or in any way to interfere with the conduct of the Company's business, unless and until the security hereby constituted shall have become enforceable and the Trustee shall have determined to enforce the same.

(i) That the Trustee shall, as regards all the trusts, powers, authorities and discretions vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode of and time for the exercise thereof, and in the absence of fraud, it shall in no wise be responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

(j) That the Trustee may buy, sell, lend upon and deal in the bonds either with the Company or otherwise, and generally contract and enter into financial transactions with the Company or otherwise, without being liable to account for any profit made thereby.

(k) That the Trustee is to be at liberty to place all bonds, stock certificates, debentures, debenture stock or other securities or deeds or other documents of title to any of the mortgaged premises in any safe or receptacle selected by the Trustee, or with any banker or banking company or lawyer or firm of good repute or other depositary in any part of the world, or, if the Trustee think fit, with the manager or responsible officer of the Company in the country where such mortgaged premises may from time to time be situate, and the Trustee shall not be responsible for any loss incurred in connection with any such deposit, and the Trustee may pay out of the mortgaged premises all sums required to be paid on account of or in respect of any such deposit.

(l) The Trustee assumes no responsibility or liability whatsoever as to the genuineness, regularity, validity or

ownership of any stocks, bonds or other obligations to be received by it in accordance with the terms of this indenture.

(m) The Trustee shall not incur any liability or responsibility whatever in consequence of permitting or suffering the Company, its successors or assigns, to retain or be in possession of any part of the mortgaged premises, and to use and enjoy the same unless hereinbefore expressly otherwise provided; nor shall the Trustee, nor any future Trustee, be or become responsible or liable for any destruction, deterioration, loss, injury or damage which may be done or occasioned to the mortgaged premises by the Company, its agents or servants, or by any other person or corporation, or be in any way responsible for the consequence of any breach on the part of the Company of any of the covenants herein contained, or of any acts of the agents or servants of the Company.

(n) The Trustee shall not be responsible for insuring the mortgaged premises or any property controlled by the Company, or for renewing any policies of insurance, or for the execution, recording or validity of this indenture, or of the bonds secured hereby, or for the sufficiency of the security comprised in the same or for keeping down taxes, charges, assessments or liens upon, or other payments in respect of the mortgaged premises, or otherwise as to the maintenance of the security hereby created, or be bound to ascertain or enquire as to the performance or observance of any of the covenants or agreements to be performed by the Company, or as to the payment or discharge of taxes, charges, assessments or liens, or other sums in respect of the mortgaged premises or otherwise, but the Trustee may in its discretion make or renew any such insurance or pay and discharge any such taxes, charges, assessments and liens, or insurance moneys in case of any default in respect thereof by the Company, and the Trustee may require the Company to keep it fully informed and advised as to the performance of the covenants and agreements aforesaid, and as to the condition of the mortgaged premises.

(o) The Trustee shall be under no obligation to see to the record, registry, filing, renewal, re-record, re-registry or re-filing of this Indenture, or to the record, registry or filing of any supplemental Indenture given to it hereunder, or any other deed or writing by way of mortgage or bill of

sale upon the mortgaged premises or any part thereof, or upon any other property of the Company, or to procure by local mortgage further, other or additional instrument or further assurance, or to do any other act for the continuance of the lien hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same, nor shall the Trustee be obliged to give notice of the existence of this trust to any person or corporation whomsoever; nor shall the Trustee be in any way responsible for the application of bonds delivered to the Company pursuant to the terms hereof, or be responsible for the moneys subscribed by applicants for, or subscribers for the bonds, or be bound to see to the application thereof.

(p) The Trustees shall not be required to give any notice or take any action under the terms of this instrument until requested so to do in writing by some person interested in the trust, and if in its judgment any such action requested as aforesaid will tend to involve expense, loss or liability to the Trustee, the Trustee need take no action unless one or more of the holders of the bonds shall as often as required by the Trustee furnish it with security and indemnity to its satisfaction against such expense, loss or liability; nor shall the Trustee be required to take notice of any defaults hereunder, unless and until notified in writing of such default, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee, and in the absence of any such notice the Trustee may for all purposes of this Indenture conclusively assume that the Company is not in default hereunder, and that no default has been made with respect to the payment of the principal or interest of the bonds, or in the observance or performance of any of the covenants, agreements or conditions contained in the mortgages or other instruments securing the same. Any such notice or request or any other provision herein contained shall in no way limit any discretion herein given to the Trustee to determine whether or not the Trustee shall take action with respect to any default or take action without any request.

(q) The Trustee shall not be bound to recognize any person as a holder of bonds entitled to the benefit of the provisions hereof or to take any action at his request, unless such bonds shall have been deposited with the Trustee or submitted to its inspection. Any notice or consent of the

holder of the requisite amount of bonds required under the terms and provisions of this mortgage shall be deemed conclusively established if it shall be made to appear, in the manner hereinafter provided, that the persons executing such notice or consent in writing were the holders of such amounts of bonds on the day of the execution of such notice or consent. The holding and date of holding of bonds by any person executing any such notice or consent in writing, and the amount of the bonds held by such person, may be established by a statement in writing executed by the Trustee or any bank or trust company approved in writing by the Trustee, such statement being sworn to or acknowledged by the Trustee or such bank or trust company or agent thereof, before an officer authorized to take acknowledgments of deeds in any province of Canada, to the effect that such person exhibited to the Trustee, or to such bank or trust company, the bonds described in the said statement at the date therein mentioned; for the purpose of protecting the Trustee in any action it may take in reliance thereon, the holding of the said bonds as so set forth shall be deemed to continue until the taking of such action. The full issue of registered bonds shall be proved by the registers of said bonds kept as hereinbefore provided. The fact and date of the execution by any person of any such notice or consent may be proved by the certificate of any notary public or other officer authorized to take acknowledgment of deeds in any province of Canada, that the person signing such notice or consent acknowledged to him the execution thereof, or by an affidavit of a witness to such execution thereof, or by certificate of the Trustee, or any such bank or trust company to whom such bonds shall have been exhibited as aforesaid.

(r) All questions or controversies as to the liability of the Trustee hereunder shall be decided and determined under the laws, and if litigation thereon be instituted, by the Courts of the Province of Ontario. No implied covenants shall be read into this mortgage on behalf of any bondholder as against the Trustee, it being agreed and declared that as to all the matters and things in this paragraph referred to the duty and responsibility shall rest upon the Company and not upon the Trustee, and the failure of the Company to discharge such duty and responsibility shall not in any way render the Trustee liable or cast upon it

any duty or responsibility for breach of which it would be liable.

(33) A meeting of the bondholders may be called by the Company or the Trustee, and the Trustee shall call such a meeting on a requisition in writing, signed by holders of not less than one-tenth of the nominal amount of bonds for the time being outstanding, by notice, to be published once a week for three consecutive weeks in some newspaper published in each of the cities of _____ and _____, and by notice mailed at least ten days before the date fixed for such meeting to the registered address of those bondholders whose bonds are registered, and such meeting shall be held either in the City of _____, or in the City of _____, at such time and place as shall be fixed by the notice so published and may, without publication, be adjourned from time to time and to such place as the meeting shall determine; and such meeting shall be held in the manner usual with deliberative bodies, and each bondholder shall have one vote for each one hundred dollars of bonds held by him. At such meetings and in all other acts, deeds, matters or things requiring to be done in respect of the premises under any provision contained herein or in the said bonds or otherwise in relation thereto, a bondholder may act either in person or by a proxy or attorney duly constituted. Some person nominated in writing by the Trustee shall be entitled to take the chair at every such meeting, and if no such nomination be made, or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the bondholders present shall choose one of their number to be chairman.

(34) Any request or other instrument required by this Indenture to be signed and executed by bondholders may be in any number of concurrent instruments of a similar tenor or effect, and may be executed by such bondholders in person or by an agent or attorney. Proof of the execution of any such request or other instrument, or of the due appointment of any such agent or attorney, or of the holding by any person of bonds transferable by delivery shall be sufficient for any purpose of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken or suffered by the Trustee under such request or other instrument, if made in the following manner, namely:

- (a) The fact and date of the execution by any person of any such request, or of any other instrument in writing,

Meeting of
bondholders

Concurrent
instruments
to form one
document.

Certificate of
Notary.

may be proved by the certificate of any notary public certifying that the person signing such request or other instrument acknowledged to him the execution thereof, or by the affidavit or statutory declaration of a witness to such execution.*

Proof of holding of unregistered bonds.

(b) The amount of bonds transferable by delivery held by any person executing such request or other instrument, or attending any meeting as herein provided, as bondholder, and the number of bonds held by such person, and the date of his holding the same, may be proved by a certificate issued by any trust company, bank or other depository, whose certificate the Trustee may think to be satisfactory, showing that at the date therein mentioned such person had on deposit with, or exhibited to such depository the bonds numbered and described in such certificate and such bonds for the purpose of action by the Trustee, on the faith of such certificate, shall be conclusively deemed to be held as certified during two calendar months ensuing the date of such certificate, and the Trustee shall not be required to take cognizance of any notice to the contrary;

Ownership of registered bonds.

(c) The ownership of registered bonds shall be proven by the book for the registry of such bonds, as provided in this indenture.

Proof of execution of documents by Company.

(35) Any written demand, request, notice, designation, direction or nomination to be made by the Company under any of the provisions hereof shall, unless otherwise provided, be deemed sufficiently made and executed if executed under the Corporate Seal of the Company by the President or by a Vice-President or by any two Directors and the Secretary or an Assistant or Deputy Secretary of the Company. The Trustee may receive a certificate signed by the Secretary of the Company as sufficient evidence of the passage of any resolution of the Board of Directors of the Company or of the shareholders thereof.

Extraordinary powers of bondholders.

(36) Bondholders may act for all purposes hereunder by resolution at a meeting passed by a vote of the required majority, or by instrument signed by or on behalf of the required majority, and such resolution or instrument so passed or signed shall bind the minority to the same extent as if such minority had

* If the bonds are likely to be held by persons resident in countries under whose laws a notary public is not recognized, or in which some other mode of verification is customary, this paragraph should be amplified.

shall pay to the Trustee as a sinking fund for the redemption of the bonds an amount equal to _____ per cent. of the aggregate net earnings of the Company for the preceding six calendar months, after all proper allowances have been made for depreciation, dividends on the preference stock and the interest payable on the bonds during the said six calendar months, and after deduction of income tax or any other tax which the Company may be liable to pay in respect of its earnings. The aggregate net earnings of the Company, for the purposes of this sub-paragraph, shall be determined by a certificate of the Company's auditors, and the Company and the Trustee may rely absolutely on such certificate.

The Company may at any time or times pay to the Trustee in addition to the sums hereinbefore provided, such sum or sums of money as it may deem expedient, which shall be added to the sinking fund and which shall also be applied by the Trustee for the purchase or redemption of bonds as hereinafter provided.

(b) The Trustee shall forthwith, after receipt of any such payment or part thereof, apply the same, together with any interest arising therefrom, in purchasing in the market bonds of the issue hereby secured at the lowest price which in the opinion of the Trustee is at the time obtainable, but such price shall be less than 101 and the accrued and unpaid interest and costs of purchase.

Provided, however, that if on any occasion the Trustee should call for tenders or in case offers should otherwise be made to the Trustee, unless the bonds offered at the lowest prices are sufficient in amount to substantially exhaust the whole fund which is to be applied by the Trustee in the purchase of bonds, the Trustee need not accept such lowest offerings or any of them, but may purchase at less than 101 and the accrued and unpaid interest and costs of purchase such other bonds as in its uncontrolled judgment it may deem best, having in view the interests of the Company and the bondholders generally.

If the Trustee cannot from time to time procure bonds of the issue hereby secured in accordance with the above provisions, it shall apply any sinking fund moneys not used for the purchase of bonds in the market aforesaid as follows: The Trustee shall proceed to draw, by lot, as many out-

standing bonds of the issue hereby secured as may be requisite to exhaust as nearly as may be the amount in the sinking fund at the time applicable to the purchase of said bonds and shall thereupon give at least six weeks' notice by a public advertisement to be inserted once a week for six successive weeks in one newspaper published in each of the cities of
and (or in case any

of the bonds so drawn are registered then by mailing such notice to the registered address of the holders of such registered bonds) stating the number of the bonds so drawn and that the principal of the said bonds will be paid at a premium of 1 per cent. together with accrued and unpaid interest thereon, upon presentation of such bonds with all unpaid coupons thereto attached at any of the places where the principal thereof is by the terms of the bond made payable, and that interest upon any bonds so called shall as against the holder cease to be payable from and after the date fixed in such notice and interest shall thereupon cease from and after such date.

Provided, however, that the Company may acquire any bonds issued hereunder and then outstanding and deliver the same before the First day of March to the Trustee for cancellation and the amount of such bonds so delivered and cancelled in any year computed on the basis of a 1 per cent. premium shall be a satisfaction pro tanto of the Company's liability to make the payments aforesaid.

(c) All bonds purchased or redeemed under the provisions of this section shall be delivered to the Trustee to be cancelled, and the Company shall not be at liberty to issue any bonds in substitution therefor, and the aggregate of bonds for the time being authorized to be issued hereunder shall be reduced accordingly.

In case any bondholder, any of whose bonds are liable to be redeemed hereunder, shall neglect or refuse to deliver up his bonds and coupons at the time and place fixed for the redemption thereof, under the provisions herein contained, or shall neglect or refuse to accept payment of the redemption moneys payable in respect of such bonds, the moneys payable to such bondholder shall be set aside in the name of the Trustee, and the Trustee shall hold the moneys set

aside, without interest, in trust for such bondholder, and such setting aside shall be deemed for all purposes of these presents to be payment to such bondholder, and interest thereon shall cease to accrue as from the date when the said bonds became payable as aforesaid.

Redemption.

The Company shall also have the right at any time and from time to time to redeem the whole or any part of the bonds hereby secured from time to time outstanding at 101 per cent. and accrued interest to the date of redemption upon giving six weeks' notice to the bondholders in the manner aforesaid, and at the expiration of such notice the principal moneys secured by the bonds in respect whereof such notice has been given shall be payable at such price as aforesaid, together with interest accrued on such principal moneys up to the date of redemption; provided that in the event of the security hereby constituted becoming enforceable by reason of the voluntary liquidation of the Company, at any time, the bonds shall be repayable at the like price of 101 per cent. plus accrued interest as aforesaid.

**Proceedings
on
redemption
of part of
bonds.**

In the event of the Company at any time determining to redeem a part of the bonds for the time being outstanding, the particular bonds to be redeemed shall be determined in a drawing made in the manner hereinbefore provided.

Any notice under this paragraph 37 advertised or served by post shall be deemed to have been given or served on the day when the advertisement first appeared (when advertised), or at the expiration of two days after it is posted (when posted), as the case may be; and in proving such service it shall be sufficient to prove that the letter containing the notice was prepaid and properly addressed and put into the post office. Where the whole of the bonds outstanding are not to be redeemed any notice so advertised or served shall specify the numbers of the bonds to be redeemed.

**Discharge of
mortgage.**

(38) Upon presentation to the Trustee cancelled of all the outstanding bonds and coupons, or upon presentation of a portion thereof cancelled (all such bonds having been duly called for redemption) and the deposit with the Trustee by the Company of a sum sufficient to pay the principal sum and premium of all of the remaining outstanding bonds and accrued interest up to the day specified for redemption, the Company shall be entitled to call upon the Trustee to discharge this mortgage as if the

total issue of the said bonds and coupons had been duly paid by the Company at the maturity thereof.

(39) Should the Company pledge any bonds secured here-^{Re-issue} under, or otherwise deliver or deposit any bonds so as to entitle ^{of pledged} the Company to redeem or get back the same, and should the ^{bonds.} Company redeem or get back the bonds so pledged or otherwise delivered or deposited, then the Company may from time to time re-issue the same or any of them, or surrender to the Trustee for cancellation the said bonds or any of them, and the Trustee shall cancel the same and shall certify and deliver to the person or persons designated by the Company an amount of bonds secured hereunder, equal to those cancelled, and the last-mentioned bonds or the bonds so re-issued, shall be secured hereby equally with all other bonds issued or to be issued hereunder, and without preference or priority one over another, and the holders thereof from time to time shall be bondholders hereunder and shall be entitled to all the rights, security and advantages given hereby. But this paragraph shall be subject to the special provisions of paragraph (37) as regards bonds redeemed under that paragraph.

(40) The Trustee may, if it so elect, enforce the trust for ^{Power to} conversion by judicial proceedings in any Court of competent ^{Trustee to} jurisdiction, and the Trustee shall, after the trust for conver- ^{enforce} sion has arisen, be entitled to have the mortgaged premises sold ^{security by} by judicial sale under the decree or order of such Court. The ^{proceedings.} powers conferred upon the Trustee shall be in addition to any powers which may from time to time be vested in it under the general law or as holder of any of the said bonds.

(41) The Trustee shall not be bound to take any step to ^{Trustee not} enforce the performance of any of the covenants on the part ^{bound to} of the Company in these presents contained, and in particular ^{enforce} (but without limiting the generality of the foregoing words) ^{covenants by} of any of the covenants by the Company to execute and register ^{Company.} further assurances of or mortgages or charges upon the mortgaged premises or any part thereof, unless when required to do so in writing by the holder or holders of one-fifth part in value of the bonds for the time being outstanding, or by an extraordinary resolution of the bondholders passed in accordance with the provisions hereinbefore contained, and then only after it shall have been indemnified to its satisfaction against all actions, proceedings, claims and demands, to which it may ^{Suits by} render itself liable, and all costs, charges, damages and expenses ^{bondholders.}

which it may incur by so doing, and it is hereby declared and agreed that no holder of bonds shall have the right to institute any suit or proceedings for foreclosure or sale under this mortgage, or for the execution of the trusts thereof or for the recovery of any principal money or interest represented by his bonds, except upon and after the refusal or neglect of the Trustee to proceed to act in the premises upon requisition and indemnification to the satisfaction of the Trustee as aforesaid. It shall, however, be lawful for the holders of bonds representing a majority in value of those outstanding for the time being, to direct the parties bringing any such suit or proceedings to waive the default or defaults on which it is founded, and such direction shall be complied with. It is further declared and agreed that no action taken by the Trustee or by the bondholders under this paragraph shall prejudice or in any manner affect the powers or rights of the Trustee or of bondholders in the event of any subsequent default or breach of conditions or covenants herein contained.

Delegation
by Trustee.

(42) The Trustee may, whenever it thinks it expedient in the interests of the bondholders, delegate to any company or person or fluctuating body of persons (whether being a Trustee hereof or not) all or any of the trusts, powers and discretions vested in it by these presents, and any such delegation may be made upon such terms and conditions and subject to such regulations, including power to sub-delegate, as the Trustee may in the interests of the bondholders think fit, and the Trustee shall not be in any wise responsible for any loss incurred by any misconduct or default on the part of any such delegate or sub-delegate. The Trustee may act hereunder by such officers or other persons as it shall from time to time have designated for the purpose.

Payment
may be
made to
Trustee.

(43) Notwithstanding anything herein to the contrary contained, any payment to be made to the Trustee either by the Company or by any other person or persons, or any act or thing to be done by the Trustee, may, if and so long as there is more than one Trustee hereof, be made to or done by any one of the Trustees, and the receipt of any one Trustee shall be a good and sufficient discharge to the person making any such payment, who shall not be bound to see to the application of the moneys so paid or be liable or responsible for the misapplication or non-application thereof.

(44) The Trustee may at any time, without the consent of the bondholders, concur with the Company in making any modifications in these presents which in the opinion of the Trustee it may be expedient to make, with a view to obtaining a quotation of the bonds on the London or any other Stock Exchange or Bourse, provided that the Trustee shall be of opinion that such modifications will not be prejudicial to the interests of the bondholders.

to meet
views of
Stock
Exchange

(45) The Trustee may from time to time and at any time waive on such terms and conditions as to it shall seem expedient, any breach by the Company of any of the covenants and provisions herein contained, without prejudice to the rights of the Trustee in respect of any subsequent breach thereof.

Waiver
by
Trustee.

(46) Upon proof being given to the reasonable satisfaction of the Trustee that all the bonds and coupons and other moneys secured hereunder have been paid off and satisfied, or otherwise duly and effectually provided for, and upon payment of all costs, charges and expenses properly incurred by the Trustee in relation to these presents, and the remuneration of the Trustee and all interest thereon, at the rate aforesaid, the Trustee shall at the request and cost of the Company release to the Company the mortgaged premises, freed and discharged from the trusts and provisions herein contained.

Re-convey-
ance to Com-
pany of
mortgaged
premises.

(47) Any Trustee hereof may at any time resign office by three months' notice in writing to the Company, or upon such shorter notice as the Company may be willing to accept, and the Company may at any time appoint in writing a new Trustee or new Trustees hereof in the place of any Trustee so resigning, dying, becoming bankrupt or going into liquidation or otherwise becoming unfit to act or desiring to be discharged from the trusts hereof, but no person or company shall be appointed who shall not previously have been approved by an order of the Supreme Court of Ontario, or a Judge thereof, or by a resolution of the bondholders passed at a meeting held in accordance with the provisions hereof. A corporation or company, limited or unlimited, or a person or persons may be appointed Trustee.

Appointment
of new
Trustee.

(48) Any notice required to be given hereunder to the bondholders may be given in the manner set out in the bonds.

Notices.

(49) In case any bond issued under this indenture, or any coupon thereto appertaining, shall become mutilated or be lost or destroyed, the Company in its discretion may issue and there-

Mutilation
and
destruction
of bonds.

upon the Trustee shall certify and deliver a new bond or coupon of like date and tenor as the one mutilated, lost or destroyed, in exchange for and in place and upon cancellation of the mutilated bond or coupon, or in lieu of and substitution for the same, if lost or destroyed. In case of loss or destruction, the applicant for a substituted bond or coupon shall furnish to the Company and the Trustee such evidence of the loss or destruction of such bond or coupon so lost or destroyed as shall be satisfactory to the Company and the Trustee in its discretion, and said applicant shall also, if required by the Company or the Trustee, furnish such indemnity as they in their discretion shall consider satisfactory.

Acceptance
of trust
by Trustee.

(50) The Trustee hereby accepts the trusts of this indenture, and agrees to carry out and discharge the same unless and until discharged therefrom by resignation or in some other lawful way.

(51) Wherever throughout this mortgage the Company or the Trustee is mentioned or referred to, such mention or reference shall extend to and include their successors and assigns, and for all purposes under this mortgage the Company may act through its Board of Directors or officers or persons authorized by the Board.

IN WITNESS WHEREOF this indenture has been duly executed by the parties hereto, under their respective corporate seals.

OIL REFINING COMPANY, LIMITED.

President.

Secretary.

COMPANY, LIMITED.

Vice-President.

Secretary.

SCHEDULE "A."

REFERRED TO IN THE ANNEXED DEED OF MORTGAGE AND TRUST,
MADE BETWEEN OIL REFINING COMPANY,
LIMITED, AND COMPANY, LIMITED,
DATED 19 .

All and singular those certain parcels or tracts of land and premises situate, lying and being in [here insert particular description for registration.]

SCHEDULE "B."

REFERRED TO IN THE ANNEXED TRUST DEED BETWEEN
OIL REFINING COMPANY, LIMITED, AND
COMPANY, LIMITED, DATED

19

DEBENTURE.

Oil Refining Company, Limited (hereinafter called the "Company") hereby promises to pay to

Company, Limited, or other the Trustee or Trustees for the time being of a Deed of Mortgage and Trust, dated the day of , 19 , as Trustee for the holders of the bonds issued pursuant to the terms of the said Deed of Mortgage and Trust on the day of 19 , or upon such earlier date as the same may become payable in accordance with the provisions of the said Deed of Mortgage and Trust, the principal amount of the bonds thereby secured for the time being outstanding, with interest thereon in the meantime at the rate of seven per cent. per annum, payable half-yearly.

Provided always that any interest or principal paid to the holders of said bonds as aforesaid in accordance with the provisions of the said Deed of Mortgage and Trust, and in accordance with the provisions of the said bonds, shall be treated as payment of the like amount of interest and principal respectively payable in respect of this debenture.

As security for the payment of the principal and interest hereof, the Company hereby grants, mortgages and charges (excepting and reserving nevertheless the last day of any term of years held by the Company by a lease, verbal or written, or any agreement therefor now held or hereafter acquired by the Company) to and in favor of Company, Limited, its undertaking and all its real and personal property of whatsoever nature and kind both present and future. Provided that the charge hereby created shall in no way hinder or prevent the Company (until the security hereby constituted shall have become enforceable and the Trustee shall have determined or become bound to enforce the same) from paying dividends out of profits, selling, alienating, pledging or otherwise disposing of or dealing with the subject matters of such charge in the ordinary course of its business, and for the purpose of carrying on the same. [Provided that, except as to mortgages, charges, assignments, liens and other securities created in favor of

bankers in the ordinary course of the Company's business, and for the purpose of carrying on the same, of or upon assets not covered by way of specific charge under said Deed of Mortgage and Trust, the Company shall not be entitled to create any mortgage or charge upon the mortgaged premises or any part thereof ranking in priority to, or *pari passu* with, the security created by or pursuant to these presents.]

This Debenture is issued pursuant to the terms of the said Deed of Mortgage and Trust.

IN WITNESS WHEREOF Oil Refining Company,
 Limited, has caused its corporate seal to be hereto affixed and
 these presents to be signed by its President and countersigned by
 its Secretary this day of , 19 .

OIL REFINING COMPANY, LIMITED.

President.

Secretary.

ANOTHER FORM.

(As in preceding Form to "in respect of this debenture.")

As security for the payment of the principal and interest hereof, the Company mortgages and charges, except as herein-after stated, as and by way of a first floating charge in favor of

Trust Company, Limited, its undertakings present and future, now made or in course of construction, or hereafter to be constructed, together with all its present and future properties, rights and assets of whatsoever kind and wheresoever situate, and its present and future tolls, incomes and sources of money, rights, powers, privileges and franchises: Provided, that the floating charge hereby created shall in no way hinder or prevent the Company (until the security hereby constituted shall have become enforceable, and the Trustee shall have determined or become bound to enforce the same) from paying dividends out of profits, or from selling, alienating, [pledging], or otherwise disposing of or dealing with the subject matters of such charge in the ordinary course of its business, and for the purpose of carrying on the same, excepting and reserving nevertheless the last day of any term of years held by the Company by a lease, verbal or written, or any agreement therefor now held or hereafter acquired by the Company.

This Debenture is issued, etc. (as in preceding Form).

PROVINCE OF ONTARO,
COUNTY OF YORK.
To Wit:

I, _____, of the City of Toronto, in the
County of York, _____, make oath and say:—

1. I am a director of _____ Oil Refining Company,
Limited.

2.
whose signature is affixed to the annexed document, is the Pre-
sident of the said _____ Oil Refining Company, Limited,
and _____, whose signature is
also affixed thereto, is the Secretary thereof, and the seal affixed
thereto is the Corporate Seal of the said _____ Oil
Refining Company, Limited.

3. Under the By-laws of the said _____ Oil Refining
Company, Limited, the President and Secretary are empowered
to execute on behalf of the said Company all deeds and other
instruments requiring the seal of _____ Oil Refining
Company, Limited.

4. I am well acquainted with the said
_____ and
and saw them execute the said document, and I am a subscribing
witness thereto.

5. The said _____ Oil Refining Company, Limited,
is, I verily believe, the owner of the land mentioned in the said
document.

SWORN BEFORE ME at the City
of Toronto, in the County of
York, this _____ day of _____
, 191 _____

A Notary Public in and for the Province of Ontario.

PROVINCE OF ONTARO,
COUNTY OF YORK.
To Wit:

I, _____, of the City of Toronto, in the
County of York, _____, make oath and say:—

1. I am _____ of _____ Company, Limited.
2. _____ whose signature is affixed to the annexed document, is _____ of the said _____ Company, Limited, and _____, whose signature is also affixed thereto, is the _____ thereof, and the seal affixed thereto is the Corporate Seal of the said _____ Company, Limited.
3. Under the By-laws of the said _____ Company, Limited, the _____ and _____ are empowered to execute on behalf of the said Company all deeds and other instruments requiring the seal of the _____ Company, Limited.
4. I am well acquainted with the said _____ and _____ and saw them execute the said document, and I am a subscribing witness thereto.
5. The said _____ Company, Limited, is the Trustee mentioned in the said document.

SWORN BEFORE ME at the City
of Toronto, in the County of }
York, this _____ day of }
, 191 _____ }

A Notary Public in and for the Province of Ontario.

PROVINCE OF ONTARIO, }
COUNTY OF YORK. }
To Wit: }

I, _____, of the City of Toronto, in the County of York, _____, make oath and say:—

1. I was personally present and did see the Corporate Seal of _____ Oil Refining Company, Limited, affixed to the annexed Mortgage and did see the annexed Mortgage duly signed by _____ as President of _____ Oil Refining Company, Limited, and by _____ as Secretary of the said Company.

2. That I know the said _____ and the said _____ and that the names _____ and _____ are in the true handwriting of the said _____ and _____ respectively.

PROVINCE OF ONTARIO,
COUNTY OF YORK.
TO WIT:

I, _____, a Notary Public in and for the Province of Ontario, in the Dominion of Canada, residing at the City of Toronto in the said Province, DO HEREBY CERTIFY AND ATTEST that the document hereunto annexed is a true copy of a document produced and shown to me from the custody of _____ Company, Limited, of the City of Toronto, in the County of York, purporting to be the original Deed of Mortgage and Trust for securing seven per cent. first mortgage five-year sinking fund bonds made between _____ Oil Refining Company, Limited, of the one part, and _____ Company, Limited, of the other part, the said annexed document having been compared by me with the said original document, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

Dated at Toronto, this _____ day of _____ 19 _____.

A Notary Public in and for the Province of Ontario.

TRUST DEED to Secure Bonds (Another Form).

THIS INDENTURE made this _____ day of _____ in the year of our Lord one thousand nine hundred and _____, BETWEEN _____ Company, Limited, a Company duly incorporated, and having its office or chief place of business at _____ in the Province of _____ (hereinafter called the Company), of the first part; and The _____ Trust Company, of the City of _____ (hereinafter called the Trustee), of the second part.

WHEREAS, the Company was duly incorporated under the laws of the _____ of _____.

AND WHEREAS, the paid-up capital stock of the Company amounts to _____.

AND WHEREAS, the Company has determined to issue bonds to the amount of _____ Dollars, as and in the manner and secured as hereinafter mentioned and provided;

AND WHEREAS, all necessary and requisite by-laws and resolutions of the Directors and shareholders of the Company have been duly passed so as to make the said issue of bonds and the execution of these presents legal and valid and in accordance with the statutes and laws in that behalf.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of one dollar of lawful money of Canada to the Company in hand well and truly paid by the Trustee at or immediately before the ensealing and delivery of these presents (the receipt whereof is hereby acknowledged), and in order to secure the payment of the principal and interest of the said bonds of the Company according to the tenor thereof, and in pursuance of the foregoing power and authority, and every other power and authority it thereto enabling, the Company by these presents doth grant, bargain, sell, alien, release, convey, assign, transfer and set over unto the said The Trust Company, its successors and assigns: All the property of the Company both real and personal, movable and immovable, corporeal, incorporeal, and otherwise (including all improvements, easements, appurtenances, rents, annuities, claims, rights, privileges and franchises), and wheresoever situate, and now owned, held or enjoyed by the Company, or which at any time hereafter during the continuance of this security may be acquired, owned, held or enjoyed by it; including, but without in any way limiting the generality of the foregoing description, the properties particularly mentioned and described or intended so to be in the Schedules hereunto annexed marked "A" and "B;" all said properties and premises hereby conveyed or agreed so to be being hereinafter designated as "The Mortgaged Premises."

TO HAVE AND TO HOLD the Mortgaged Premises, and every part thereof, unto and to the use of the Trustee, its successors and assigns, forever, upon and for the trusts and for the purposes following, namely:

ARTICLE FIRST.

1. The Bonds to be secured by these presents are to be of Bonds, even date herewith; and are to be for principal sums which shall amount, not in the aggregate at any one time exceed the sum of form, etc. dollars, such principal sums being payable on the day of A.D. 19 , or earlier, as therein and herein provided, with interest in the meantime at the rate of

per centum per annum, payable . The Bonds are to be numbered consecutively from one to , and are to be substantially in the form set out in the schedule hereto attached marked "C."

Signatures to bonds

2. The signature of the Secretary holding office at the date of this Mortgage may be engraved or lithographed upon the coupons annexed to the said bonds, and such engraved or lithographed signature shall be binding upon the Company, notwithstanding that such person may not be Secretary when the Bonds are delivered. The said Bonds or any of them may be signed by the President or Vice-President, and Secretary holding office at the time of signing; and notwithstanding any change in any of the persons holding said offices between the time of actual signing and the certifying and delivery of the Bonds, and notwithstanding that the President or Vice-President or Secretary signing may not have held office at the date of certifying and delivery of said Bonds, the Bonds so signed shall be valid and binding upon the Company.

Trustee's certificate.

3. No Bonds shall be valid or obligatory unless certified by the Trustee in the terms of the certificate proposed to be endorsed thereon.

Registration of bonds.

4. The Company shall at all times keep at the office of the Trustee at aforesaid a book, in which the holder or holders of Bonds may register the same. Such registration shall be noted on the Bond, after which no transfer shall be valid unless by the registered owner or his attorney, on the transfer book where such Bond is registered and similarly noted on the same Bond. But any Bond may be discharged from registry by being retransferred to bearer, after which it shall be transferable by delivery, but may be again, and from time to time, registered and discharged from registry. But registration of a Bond shall not restrain the negotiability of the Coupons by delivery merely. The Trustee shall be entitled to a fee of cents per Bond for such registration, to be paid by the bondholder.

No priority in bonds.

5. These presents shall secure the payment of each and all of the said Bonds and interest without preference or priority of any one over any other Bond by reason of priority in the issue or negotiation thereof, and each Bond so soon as issued, reissued or negotiated, shall, subject to the terms hereof, be equally and proportionately secured hereby as if all had been issued, reissued or negotiated simultaneously.

6. The registered holder for the time being of any of the Bonds when registered, and the bearer thereof for the time being when not registered, and the bearer of each of the interest coupons annexed to any of the Bonds shall be entitled to the principal moneys and interest secured by such instruments respectively, free from any equities or rights of set-off or counterclaim between the Company and the original, or any intermediate holders thereof, and all persons may act accordingly; and the receipt of any such registered holder or bearer, as the case may be, for any such principal moneys and interest shall be a good discharge to the Company or the Trustee respectively for the same, and neither the Company nor the Trustee shall be bound to enquire into the title of any such registered holder or bearer. No notice of any trust will be entered on the register of Bonds or otherwise recognized.

7. As regards unregistered Bonds, the Company and the Trustee may treat a certificate signed by any bank approved by the Trustee, stating that the bearer of the certificate is entitled to any specified Bond or Bonds hereby secured, and that such Bond or Bonds have been deposited with such bank and will remain so deposited until the surrender of the certificate, as sufficient evidence of the facts certified as far as concerns any request, direction or consent to be made or given by the holder of the Bond or Bonds; and as regards registered Bonds so far as concerns any request or direction or consent as aforesaid, the Company and the Trustee may treat the registered owner of any Bond or Bonds as the owner of the same, without actual production of such Bond or Bonds. The bearer of coupon Bonds not registered, and the bearer of interest coupons may be treated by the Company and the Trustee as the absolute owner of such Bonds or coupons for all purposes.

8. In case any Bond issued under this Indenture, or any of the coupons thereto appertaining, shall become mutilated or be destroyed, the Company in its discretion may issue, and thereupon the Trustee, subject as mentioned below, shall certify and deliver a new Bond or coupon (which shall be secured hereby) of like amount, tenor and date, bearing the same serial number as the Bond or coupon respectively so mutilated or destroyed, in exchange for, and in place of, and upon cancellation or satisfactory proof of destruction of such mutilated or destroyed Bond or coupon. In case of destruction the applicant for a substituted Bond or coupon shall furnish to the Company and the Trustee

evidence satisfactory to the Company and the Trustee respectively of the destruction of such Bond or coupon in respect of which such substituted Bond or coupon is applied for, and said applicant shall also furnish indemnity satisfactory to the Company and the Trustee in their discretion against all claims in respect of such destroyed Bond or coupon as the case may be. The Trustee shall be entitled to a fee of _____ cents for each new Bond or coupon so issued, such fee to be paid by the person requiring the issue of such new Bond or coupon.

ARTICLE SECOND.

Proof of
right to
payment.

The Trustee shall have the right at the time the Trustee makes any payment other than interest to any bondholder to demand of the person claiming such payment the production of the actual Bond under which he claims such payment, and on the Bond being so produced, and on the Trustee being satisfied that the person so presenting it is a holder in good faith, the Trustee may make such payment and shall cause to be endorsed on the Bond a memorandum of the amount so paid and the date of payment, but the Trustee may, in its discretion, dispense with the production and endorsement upon a Bond as aforesaid, in any special case upon such indemnity being given as it shall deem sufficient.

ARTICLE THIRD.

Bonds may
be pledged
and
afterwards
re-issued.

It is hereby declared that all or any of the Bonds of this series may be issued absolutely or may be issued, pledged, charged or hypothecated from time to time by the Company as security for advances or loans to or for indebtedness or other obligations of the Company, and when redelivered to the Company, or its nominees, on or without payment, satisfaction, release or discharge, in whole or in part of any such advances, loans, indebtedness or obligations, shall whilst the Company remains entitled thereto be treated as unissued Bonds of this series, and accordingly may be issued or reissued, pledged, charged, hypothecated, sold or otherwise disposed of, as and when the Company may think fit, or at its option may be cancelled and fresh Bonds to the like amount and in like form may be issued in lieu thereof: and all such Bonds so issued, reissued or substituted shall from time to time rank as Bonds of this series, and shall be secured hereby, and shall be subject to, and entitled to the benefit of, all the terms, conditions, rights, priorities and privileges

hereby attached to or conferred on Bonds of this series. But this clause shall be subject to the special provisions of Article Fifth as regards bonds redeemed under that article.

ARTICLE FOURTH.

The Company for itself, its successors and assigns hereby covenants and agrees to and with the Trustee and its successors in the trust:

1. That during the continuance of this security it will carry on and conduct its business in a proper, reasonable and efficient manner, and will keep proper books of account, and will give to the Trustee or to such person or persons as it from time to time, by instrument in writing shall for that purpose appoint, such information as it, he or they request as to all matters and things relating in any way to the Mortgaged Premises, or otherwise relating to the security under this Mortgage, and all information concerning the business of the Company and the manner in which it is carried on, and that such books of account shall at all reasonable times be open for the inspection of the Trustee or such person or persons as aforesaid, and to give to the Trustee or to such person or persons as aforesaid such information as they from time to time may require as to any after acquired property and the particulars thereof.

2. That it will duly and punctually pay or cause to be paid to every holder of any Bond issued and secured hereunder the principal and interest accrued thereon at the dates and place and in the manner mentioned in these presents and in such Bond, and in the coupons thereto belonging, all without any deduction from either principal or interest, for any tax or taxes, imposed or hereafter to be imposed by the Dominion of Canada, or by any province or municipality thereof, and which the Company may be entitled or required to pay or retain out of the said principal moneys or interest under or by reason of any present or future law of the Parliament of Canada or of the Legislature of any province thereof. The coupons when paid shall be forthwith cancelled.

3. That it will pay or cause to be paid all taxes, rates, or assessments, ordinary or extraordinary, government fees or dues, levied, assessed or imposed upon, or by virtue of the Mortgaged Premises or any part thereof, and that it will exhibit to the

Trustee, when required, the receipts and vouchers establishing the fact of such payment. And further, that it will keep the Mortgaged Premises at all times free from any liens or incumbrances entitled to priority over this Mortgage.

To effect registration of deeds, etc.

4. That it will at its own cost and expense register and file these presents and all other instruments presented to it for that purpose by the Trustee, without delay, at the office where the registration or receipt thereof may in the judgment of the Trustee be of advantage or necessary to the security hereby created, and that it will deliver or exhibit to the Trustee on demand, certificates establishing such registration and filing; and the same from time to time renew; and that it will fulfil all the requirements of the laws of the Dominion, Federal, Provincial or Municipal governments of Canada, or of any of their departments, or of any other competent authority.

To maintain security.

5. That it will fully and effectually maintain and keep maintained the security hereby created as a valid and effective security at all times during the continuance of the said Bonds, or any of them.

To keep buildings and plant insured.

6. That it will insure and keep insured that portion of the Mortgaged Premises which is of an insurable nature against loss or damage by fire, for as much as the same can be insured for up to the full insurable value thereof, in such insurance companies as the directors may select, and not objected to by the Trustee, including manufacturers', factory or mutual companies in Canada or elsewhere, and duly and seasonably pay the premiums and other sums of money payable for that purpose, and assign said policies and make the insurance money payable to the Trustee as its interest may appear, for the benefit of the holders of the Bonds, in such manner that the insurance moneys may be collected by the Trustee and be applied as herein specified, and that it will execute all transfers necessary for that purpose, and four days before any payment of premium becomes due will exhibit or deliver to the Trustee the receipt for such premium.

Trustee may insure.

7. Should the Company fail to effect or transfer such insurance as above covenanted, or to keep the same in force, or so to assign or make said moneys payable to the Trustee, or to deliver or exhibit any such receipts as aforesaid, in due season, the Trustee may either itself effect such insurance, in which case the Company covenants to immediately repay to it on demand the

amount expended in so doing with interest at the rate of six per centum per annum from the date of expenditure, or the Trustee may notify the bondholders of the failure of the Company to insure as aforesaid, in the same manner as is herein provided for the calling of meetings of bondholders, provided always that any bondholder may, on such default, insure his interest at the cost of the Company.

8. No duty with respect to effecting or maintaining insurance or of notifying the bondholders or others of the failure to insure shall rest upon the Trustee, and the Trustee shall not be responsible for any loss by reason of want or insufficiency of insurance. Trustee not responsible for want of insurance.

9. That it will not without the previous consent in writing of the Trustee, which the Trustee in its discretion may give or withhold, remove or destroy any buildings, machinery or any structure whatsoever upon the Mortgaged Premises or the plant, machinery or fixture attached or appertaining thereto, so long as the Bonds, or any of them, shall remain unpaid, unless the same be worn out or injured, or unless such removal or destruction be with the view to immediately replace the same by other property of a more useful or convenient character and of at least equal value; and that it will at all times repair and keep in repair and in good working order and condition and maintain the Mortgaged Premises and all buildings and erections and all machinery and plant, in or upon, or which may be placed in or upon the same, or which may be used in or in connection with the said business, and, whenever necessary, renew and replace all and any of the same which may become worn, dilapidated, unserviceable, inconvenient or destroyed. Not to remove plant, etc., without consent.
To keep buildings and plant in repair.

10. Should the Company fail to keep the said property in repair and working order as aforesaid, the Trustee may (but it shall not be bound so to do) repair, or cause to be repaired, the same or such part thereof as in its opinion requires such repair, and the money so used by the said Trustee for the said purposes or any of them shall be forthwith repaid by the Company, with interest at the rate of six per centum per annum from the date of such expenditure, and all sums so expended shall be charged against the property hereby mortgaged. Trustee may repair.

11. That on demand from time to time it will pay to the Trustee all moneys which may have been paid by the Trustee for premiums of insurance, taxes, legal expenses or charges or To pay trustee's expenses.

other expenditures whatever, which the Trustee may reasonably incur in and about the execution of the trusts herein created with interest, and the same shall be a first charge upon the security hereby created, in preference to any of the said Bonds or coupons.

General
Covenant.

12. That it will do, observe and perform all matters and things necessary or expedient to be done, observed or performed, by virtue of any law of the Dominion of Canada, or any Province thereof, for the purpose of creating, performing or maintaining the trusts herein referred to as security for the said Bonds, and will do, observe and perform all the obligations hereby imposed upon it.

Further
Assurance.

13. That it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances in law, as the Trustee shall reasonably require for the better accomplishing and effectuating the intentions and provisions of this Trust Mortgage, and whenever and as often as the Company shall hereafter acquire any additional property, real or personal, rights, franchises, powers or things whatsoever the Company shall possess and hold the same and every part and parcel thereof, upon and subject to the trusts of this Trust Mortgage, until conveyance, assignment, transfer or assurance thereof shall be duly made and delivered to the Trustee for the benefit of the trusts by these presents created, and that the Company shall execute all deeds and instruments which the Trustee shall present to it for that purpose; and the Company hereby irrevocably appoints the Trustee, or its successors in the trust, to be the attorneys of the Company and in the name and on behalf of the Company to execute and do any deeds, assurances or things which the Company ought to execute and do according to the terms of these presents, and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Trustee.

Warranty
of title.

14. That the title to the Mortgaged Premises (other than the said leasehold lands and after acquired property) hereby conveyed is good and valid, and that the Company is now the absolute proprietor free from all encumbrances whatsoever of the Mortgaged Premises (other than the said leasehold lands and after acquired property) and has a good and valid leasehold title to said leasehold lands and premises for the respective terms

thereof as mentioned in the leases for the same, free from all encumbrances except the rents and covenants reserved by the leases thereof.

ARTICLE FIFTH.

The Company shall in each year provide, set apart and pay unto the Trustee the sum of \$ _____ of which the sum of \$ _____ shall be payable to the Trustee on or before the 1st day of _____ in each and every year, and the balance to wit, the sum of \$ _____ shall be payable on or before the 1st day of _____ in each year.

Sinking
fund and
interest.

On receipts of the said respective sums, the Trustee shall pay the next instalment of interest falling due after the receipt thereof in respect of the Bonds issued hereunder, and the balance of the said payment shall be placed to the credit of a sinking or redemption fund. Out of all moneys then and from time to time at the credit of the said sinking fund, the Trustee shall redeem annually, and as soon as convenient after the 1st day of _____ in each year, in the manner hereinafter set forth, such number of the said Bonds as the moneys then and from time to time at the credit of the said sinking fund shall be sufficient to redeem.

Redemption
of bonds.

The Trustee shall, in the first instance, and provided said Bonds can or may be purchased on the public market for a price not exceeding \$ _____ per Bond, and accrued interest, use and employ the moneys so at the credit of said sinking fund to purchase for the best price possible, but not exceeding \$ _____ per Bond, and accrued interest, as many of said Bonds as the said moneys shall be sufficient to purchase.

If and so far as the Trustee is unable to purchase at a price not exceeding \$ _____ per Bond, and accrued interest, a sufficient number of Bonds to exhaust the moneys at the credit of the sinking fund, then, and in that event, the Trustee shall forthwith proceed to draw for redemption by lot the number of said Bonds for which the said sinking fund moneys shall be sufficient to pay, at a price of \$ _____ per Bond, and accrued interest, and the Trustee shall draw up and sign a statement in writing of the result of the said drawing, and notice thereof shall be given to the holders of the Bonds so drawn for redemption, by notice mailed to the address of each such bondholder, who shall have registered his address

with the Trustee, and by advertisement for six consecutive insertions in a daily newspaper published in _____ and in _____ fixing a time and place in the City of _____ for the surrender and delivery up of the Bonds so drawn, not however to be less than _____ calendar months after the publication of such notice. If after notice shall have been given to the holders of the Bonds so drawn for redemption, as hereinafter provided, any of the said Bonds so drawn for redemption shall not have been presented for redemption, as provided in said notice, then the principal and interest as aforesaid of said drawn Bonds not so presented for payment shall remain in the hands of the Trustee for the benefit of the party legally entitled thereto, and the Company shall thereby and thereupon cease to be liable upon such Bonds, and interest thereon shall no longer be payable by the Company. On redemption of any of said drawn Bonds, the same shall be surrendered and delivered up to the Trustee.

All Bonds which have been purchased as herein provided, or which shall have been otherwise redeemed in accordance with the provisions of this article, shall be forthwith cancelled, and the Company shall not issue any Bonds as of this series in substitution for said Bonds so cancelled.

ARTICLE SIXTH.

Company to
retain
possession
until
default.

The Trustee shall permit the Company to hold and enjoy full and undisturbed possession of the Mortgaged Premises, and to carry on therein and therewith the business of the Company, and to receive and enjoy the tolls, rents, revenues, earnings and profits thereof until the security hereby constituted shall become enforceable as herein provided.

And it is hereby declared that the security hereby constituted shall, as regards the personal property of the Company (other than chattels real and fixtures) operate as a floating charge and security thereon; and accordingly shall not hinder or prevent the Company in the ordinary course of its business, and for the purpose of carrying on the same, from selling, conveying, disposing of or otherwise dealing with the same, but so that the Company shall not be at liberty, without the consent of the Trustee, which consent shall be in writing (and the Trustee shall have full discretion as to the giving or withholding of such consent), to create any mortgage, lien or charge on any of the said personal property ranking in priority to the Bonds

secured hereby, except pledges, assignments and securities granted under and in accordance with the provisions of the Bank Act, as security for actual advances to the Company and covering such of the personal property of the Company as may be lawfully comprised in such pledges, assignments and securities, and except assignments and transfers of book debts, accounts, negotiable and non-negotiable instruments and other choses in action by way of security for advances actually made to the Company thereon. Bonds hereby secured shall not be regarded as part of the personal property of the Company within the prohibition aforesaid.

ARTICLE SEVENTH.

Subject as hereinafter provided, the security hereby constituted shall become enforceable within the meaning hereof in each and every of the events following: Security when enforceable

(1) If the Company makes default in payment of any principal moneys or interest secured by said Bonds or any of them, or in any sinking fund payment, and the said default shall have continued for a period of ninety days. Default in payment of interest.

(2) If the Company shall become insolvent or bankrupt or go into liquidation, either voluntary or under an order of a court of competent jurisdiction, or make a general assignment for the benefit of creditors, or otherwise acknowledge its insolvency. Insolvency of company.

(3) If a liquidator or liquidators, or a receiver or receivers, sequestrator or sequestrators, be appointed to the Company. Appointment of liquidator.

(4) If any distress or execution be levied or enforced upon or against any of the chattels or property of the Company and remain unsatisfied for the space of one week. Execution issued.

(5) If the Company shall fail or neglect to carry out or observe any covenant, condition or obligation to which it is bound hereunder. Company in default by breach of covenant, etc.

(6) If the Company shall stop payment or shall without the assent in writing of the Trustee, cease to carry on its business or threaten so to do. Company stops payment.

ARTICLE EIGHTH.

At any time after the security hereby constituted has become enforceable, the Trustee may, and shall at the written Acceleration of maturity on default.

request of the holder or holders of a majority in value of said Bonds then outstanding, by notice in writing to the Company, declare that said Bonds are payable, notwithstanding the time limited in the said Bonds for the payment of the principal moneys thereof may not have elapsed, and the said principal moneys thereby secured shall thereupon become and be immediately due and payable accordingly. Provided, however, that the holders of a majority in value of said Bonds shall have the power by an instrument in writing notarially certified to cancel any declaration already made to that effect, or to waive the right so to declare on such terms and conditions as they may prescribe; provided always that no act or omission either of the Trustee or of the bondholders in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

ARTICLE NINTH.

Entry on
default.

In case default shall be made in the payment of the principal or interest of any Bonds secured hereby or in any sinking fund payment under the provisions hereof, or if and whenever the security hereby constituted shall in any other way be enforceable as herein provided, the Trustee may in its discretion, after having given thirty days' notice in writing to the Company, and shall, upon the request in writing of the holders of one-half of the total amount of the then outstanding Bonds, and after giving the aforesaid notice in writing to the Company by its officers, agent or agents, attorney or attorneys, enter into and upon or take possession of all or any part of the Mortgaged Premises and each and every part thereof, and thenceforth have, hold, possess and use the Mortgaged Premises and each and every part thereof, with full power to carry on, manage and conduct thereon and therewith the business operations of the Company, and it shall be lawful for the Trustee, either after such entry, or taking possession as aforesaid, or after other entry or taking possession by its officers or agents, or without any entry or taking possession, and whether in or out of possession and after such notice or advertisement as the Trustee shall deem sufficient to sell and dispose of the Mortgaged Premises or any of them, or any portion thereof, either as a whole or in separate parcels, at public auction or by private sale, at such time and place and in such manner and on such terms and conditions as the Trustee may deem proper; and it shall be lawful for the Trustee to make such sale upon such conditions

as to upset and reserve bid or price as it may deem proper, and to allow the purchaser if a bondholder to set off against any part of the purchase price such sum as the Trustee may consider to be the probable dividend in respect of the Bonds held by such purchaser or any less sum. Also to rescind or vary any contract of sale that may have been entered into, and resell with or under any of the powers conferred herein, and to stop, suspend or adjourn said sale from time to time, and to make such sale at the time and place to which the same may be so adjourned, and to make and deliver to the purchaser or purchasers of the said property, or any part thereof, good and sufficient deed or deeds for the same, the Trustee being hereby constituted the irrevocable attorney of the Company, for the purpose of making such sale and executing such deeds, which sale made as aforesaid shall be a perpetual bar against the Company, its successors and assigns, and all other persons claiming the said property or any part or parcel thereof, by, from, through or under the Company or its assigns, and the proceeds of the said sale shall be distributed in the manner hereinafter provided. And it is hereby declared and agreed that the receipt of the Trustee for any moneys paid to it shall effectually discharge the purchaser or purchasers or other persons paying the same therefrom or from being bound to see to the proper application thereof, or from being in any manner answerable for the loss or misapplication thereof, or from being bound to inquire into the authority for or necessity of making any such sale, and any such sale as regards any purchaser in good faith shall be valid whether or not the security has become enforceable, and whether or not the proper notice has been given or the other provisions hereof complied with.

ARTICLE TENTH.

The Company, in case the security hereby constituted becomes enforceable, binds and obliges itself forthwith, on demand of the Trustee, to yield up possession of the Mortgaged Premises and the conduct of the business to the said Trustee, and agrees to put no obstacle in the way and to facilitate by all legal means the actions of the Trustee, and not to interfere with the carrying out of the powers hereby granted to it, and the Company shall consent, and hereby consents, to the appointment in such case of receiver or receivers, manager or managers, liquidator or liquidators, sequestrator or sequestrators of the same, with all such powers as the Trustee is hereby vested with, if so required by the Trustee. The Company hereby

Company
covenants to
yield up possession when
security is
enforceable.

binds itself in the said event to consent to any petition or application presented to the court by the Trustee in order to effectuate the intent of this deed, and the Company shall not, after receiving notice from the Trustee that it has taken possession of the said business in virtue of these presents, continue in the said business, unless with the express written consent and authority of the Trustee, and shall forthwith, by and through its officers and directors, execute such documents and transfers as may be necessary to place the Trustee in legal possession of the said property and business, and after receipt of such notice all the powers and functions, rights and privileges of each and every of the directors and officers of the Company shall cease and determine with respect to the property hereby mortgaged, unless specially continued in writing by the Trustee.

ARTICLE ELEVENTH.

Bondholders
have no
right of
action.

No holder of any Bond or coupon hereby secured shall have any right to institute any suit, action or proceeding for the purpose of bringing the property hereby mortgaged to sale, or for the execution of any trust hereof, or for the appointment of a receiver or liquidator or sequestrator, or for any other remedy hereunder, unless such holder shall previously have given to the Trustee written notice of default on the part of the Company and of the continuance thereof for one month, and unless also the holders of thirty-three per cent. in amount of the bonds hereby secured and then outstanding shall have made written request to the Trustee and shall have afforded to it reasonable opportunities either itself to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and unless, also, they shall have afforded to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this deed and to any action or cause of action, for the appointment of a liquidator or receiver, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the security hereby created by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law shall be instituted, had and maintained in

the manner herein provided, and for the equal benefit of all holders of such outstanding Bonds and coupons.

ARTICLE TWELFTH.

The Trustee, at any time after the security hereby constituted has become enforceable, may by writing appoint a receiver or receivers of the Mortgaged Premises, or any part thereof, and remove any receiver so appointed and appoint another in his stead, and the following provisions shall have effect:

(1) Such appointment may be made either before or after the Trustee shall have entered into or taken possession of the Mortgaged Premises, or any part thereof.

(2) The Trustee may delegate to any such receiver all or any of the powers and discretions of the Trustee hereunder as the Trustee may deem expedient.

(3) Unless otherwise directed by the Trustee, such receiver or receivers may exercise all the powers and authorities vested in the Trustee by Article Twentieth hereof.

(4) Such receiver or receivers shall, in the exercise of his or their powers, authorities and discretions, conform to the regulations and directions from time to time made and given by the Trustee.

(5) The Trustee may from time to time fix the remuneration of such receiver or receivers, and direct payment thereof out of the Mortgaged Premises.

(6) The Trustee may, from time to time, and at any time, require any such receiver or receivers to give security for the due performance of his or their duties as such receiver or receivers, and may fix the nature and the amount of the security so to be given, but the Trustee shall not be bound in any case to require any such security.

(7) Save so far as otherwise directed in writing by the Trustee, all moneys from time to time received by every such receiver or receivers shall be paid over to the Trustee, to be held by it on the trusts declared by Article Seventeenth hereof, of and concerning the moneys to arise thereunder.

(8) The Trustee may pay over to such receiver or receivers any moneys constituting part of the Mortgaged Premises to

Power to
trustee to
appoint
receiver.

Time of
appointment

Delegation.

Powers.

Conform to
the trustee's
directions.

Remunera-
tion.

Securities.

Disposition
of moneys.

Payments
to receiver.

intent that the same may be applied for the purposes hereof by such receiver or receivers, and the Trustee may from time to time determine what funds the receiver or receivers shall be at liberty to keep in hand, with a view to the performance of his or their duties as such receiver or receivers.

Responsibility. (9) As regards responsibility, any receiver appointed as aforesaid shall be deemed to be the agent of the Company.

ARTICLE THIRTEENTH.

Remedies cumulative. No remedy herein conferred upon or reserved to the Trustee or upon or to the holders of Bonds hereby secured is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute, and the same shall not be deemed except as herein provided in any manner whatsoever to deprive the Trustee or any bondholder of any right to legal or equitable remedies; and notwithstanding any demand of bondholders for the exercise of any of the remedies hereby given, the Trustee, at its option, may apply to the proper Court for an order that the trusts hereof be carried into execution under the direction of the Court or for the appointment of a receiver or "a receiver and manager" of the Mortgaged Premises, or for any other order in relation to the administration of the trusts hereof which it may deem expedient.

ARTICLE FOURTEENTH.

Meetings of bondholders. The following provisions shall have effect, that is to say:

Trustee or company may convene meetings. (1) The Trustee or the Company may respectively at any time convene a meeting of the bondholders, and the Trustee shall convene such a meeting when served with a request in writing for the same, signed by registered bondholders representing at least ten per centum of the Bonds outstanding. Whenever the Company is about to convene any such meeting, it shall forthwith give notice in writing to the Trustee of the place, day and hour thereof, and of the nature of the business to be transacted thereat.

Notice. (2) Thirty days' notice at least to the bondholders, specifying the place, day and hour of meeting, shall be given in the manner herein provided by Article Fifteenth previously to any meeting of the bondholders. It shall not be necessary to specify

in any such notice the nature of the business to be transacted at the meeting thereby convened.

(3) At any such meeting persons holding or representing a Quorum. majority in value of the nominal amount of the Bonds for the time being outstanding, shall form a quorum for the transaction of business, and no business shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.

(4) Some person nominated by the Trustee shall be entitled Chairman. to take the chair at every such meeting, and if no such person is nominated, or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the bondholders present shall choose one of their number to be chairman.

(5) The Trustee and its legal advisers and any directors Representa- and the Secretary and legal advisers of the Company may attend tion of trustee. any such meeting.

(6) If within half an hour from the time appointed for any Adjourn- meeting of the bondholders a quorum is not present, the meet- ment if no quorum. ing shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned meeting a quorum is not present, the bondholders present shall form a quorum and may transact any business which a meeting of bondholders is competent to transact.

(7) Every question submitted to a meeting of the bond- Voting. holders shall be decided, in the first instance, by a show of hands, and in case of an equality of votes the chairman shall, both on the show of hands and at the poll, have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a bondholder.

(8) At any meeting of the bondholders, unless a poll is Poll. demanded by the chairman or by a bondholder or by bondholders holding or representing at least dollars par value of the Bonds, a declaration by the chairman that a resolution has been carried or carried by any particular majority, or lost, or not carried by a particular majority, shall be conclusive evidence of the fact.

(9) If at any such meeting a poll is demanded as aforesaid, Manner of it shall be taken in such manner, and either at once or after an taking. adjournment, or interval or otherwise, as the chairman directs,

and the result of such poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

Adjourn-
ments.

(10) The chairman may, with the consent of any such meeting, adjourn the same from time to time, and from place to place.

Votes
without
adjourn-
ment.

(11) Any poll demanded at any such meeting on the election of a chairman or any question of adjournment, shall be taken at the meeting without adjournment.

Proof of
authority to
vote.

(12) At any such meeting as aforesaid, for the purpose of acting and voting thereat, the respective bearers of the Bonds not registered, and the registered holders of the registered Bonds, or the representatives by proxy of the registered holders, and no other person or persons shall alone be recognized and entitled to take part and to vote thereat, but for the purpose of this sub-clause the bearer of a certificate in writing signed by the Trustee or by any bank approved by the Trustee as aforesaid, or his proxy, shall be recognized as the bearer of the unregistered Bond or Bonds specified in such certificate. In the case of joint registered holders of a Bond, that one whose name stands first on the register as one of the holders thereof shall alone be entitled to vote in respect of such Bond, either in person or by proxy.

Every instrument appointing a proxy must be in writing under the hand of the appointer, or in the case of a corporation under its common seal, or under the hand of its attorney, or some officer of the corporation duly authorized in that behalf, and must be delivered to the chairman of the meeting. Such instrument may be in the following form, or in any similar form in general use:

I, _____ of _____ a bondholder of the
Company, Limited, hereby appoint
of _____ or failing him,
of _____ to vote on my behalf
at the meeting of the bondholders of the said Company, which
is to be held on the _____ day of _____

As witness my hand, etc.

It shall not be essential that a person appointed a proxy or attorney of a registered bondholder should himself be a bondholder.

(13) At any such meeting, if a poll is taken, each Bond One vote per shall confer one vote for each one hundred dollars par value, ^{one} ^{hundred} but on a show of hands each person voting shall have one vote ^{dollars.} only.

(14) Where the Trustee shall have entered into or taken possession of any of the Mortgaged Premises under the powers above conferred, the Trustee may, with the authority of an extraordinary resolution of the bondholders at any time afterwards give up possession of the Mortgaged Premises, or any part thereof, to the Company, either unconditionally or upon any condition that may be arranged between the Company and the Trustee. ^{After entry by trustee meeting may authorize possession to be given up.}

(15) A general meeting of bondholders shall in addition to the powers hereinbefore given have the following powers exercisable by extraordinary resolution, viz.: ^{Powers of meeting.}

(a) Power to sanction the surrender or release of any of the Mortgaged Premises. ^{To sanction surrender of mortgaged premises.}

(b) Power generally to sanction any modification, arrangement or compromise of the rights of the bondholders or the Trustee, or both, against the Company, or against its property, whether such rights shall arise under these presents or under the Bonds, or otherwise. ^{To sanction modification of rights of bondholders.}

(c) Power to assent to any modification or variation of the provisions contained in these presents which shall be proposed by the Company and assented to by the Trustee. ^{To sanction modification of trust deed.}

(16) An extraordinary resolution, passed at a general meeting of the bondholders duly convened and held in accordance with these presents, shall be binding upon all the bondholders, whether present or not present at such meeting, and each of the bondholders shall be bound to give effect thereto accordingly, and the passing of any such resolution shall be conclusive evidence that the circumstances justified the passing thereof, the intention being that it shall rest with the meeting without appeal to determine whether or not the circumstances justify the passing of such resolution. ^{Resolution binding on all bondholders.}

(17) The expression "Extraordinary Resolution," when used in these presents means a resolution passed at a meeting of the bondholders duly convened and held in accordance with the provisions herein contained by a majority consisting of not less than ^{Extraordinary resolution.}

three-fourths of the persons voting thereat upon a show of hands, or if a poll is duly demanded, then by a majority of not less than three-fourths in value of the votes given at such poll.

Minutes.

(18) Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books, to be from time to time provided for that purpose by the Trustee at the expense of the Company, and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed, or proceedings had, or by the chairman of the next succeeding meeting of the bondholders, shall be *prima facie* evidence of the matters therein contained, and until the contrary is proved every such meeting, in respect of the proceedings of which minutes have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings had to have been duly passed and had.

ARTICLE FIFTEENTH.**Notice to bondholders.**

For any of the purposes hereof any notice to the bondholders not otherwise herein specially provided for may be given by advertising the same in _____ consecutive issues of a daily newspaper, published in the said City of _____ and shall be deemed to be served on the day following that on which it is so advertised, and also for any of the purposes hereof any notice to the Company may be given by duly mailing the same at any post office in the Province of _____ addressed to _____; and any such notice shall be deemed to be duly given to or served on the Company on the day following the mailing of the same as aforesaid.

ARTICLE SIXTEENTH.**Trustee may waive breach of company's covenants.**

The Trustee may from time to time, and at any time, by an instrument or instruments in writing, waive upon such terms and conditions as it may deem expedient, any breach by the Company of any of the covenants in these presents contained, other than the covenant to pay the interest or the principal money of said Bonds; and in case default shall be made in the payment of any instalment of interest on any of the said bonds when such interest shall become payable according to the provisions hereof, a majority in value of the holders of all said Bonds then outstanding and upon which default in the payment of interest shall have been made and shall be continuing, shall

have the power by an instrument in writing under their hands and seals, or by a vote at a meeting duly convened and held as herein provided, at any time before the actual payment and acceptance of the interest in arrears, to instruct the Trustee to waive the default, on such terms and conditions as such majority in interest shall prescribe, and the Trustee shall waive the same accordingly; provided always that no act or omission either of the Trustee or of the bondholders in the premises shall extend to and be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

ARTICLE SEVENTEENTH.

The Trustee shall hold the moneys to arise from any sale or realization under Article Ninth of the whole or any part of the Mortgaged Premises upon trust, that it shall thereout, in the first place, pay or retain the costs, charges and expenses incurred in or about the execution of the trusts hereof or otherwise in relation to these presents, and shall apply the residue of the said moneys:

(a) In or towards the payment to the holders of the Bonds *pari passu* in proportion to the amount due to them respectively, and without any preference or priority whatsoever, of all arrears of interest then remaining unpaid on such Bonds.

(b) In or towards payment to the holders of the Bonds *pari passu* in proportion to the amount due to them respectively, and without any preference or priority either on account of priority of issue or of any Bond having been drawn for redemption, or otherwise howsoever, of all principal and other moneys then due on such Bonds, and the bondholders shall be bound to accept such payments whether such principal and other moneys shall or shall not then be payable according to the tenor of said Bonds, or of these presents; and

(c) The Trustee shall pay the surplus, if any, of such moneys to the Company or its assigns.

ARTICLE EIGHTEENTH.

In case of damage or destruction by fire of any of the property insured, the Trustee, if the Company is not in default as regards payment of the principal or interest due under said

Bonds, may pay the amount received from the insurance, or any part thereof, to the Company for the purpose either of rebuilding or reinstating the property destroyed, and as the restoration progresses, or of erecting or acquiring other buildings, machinery, plant or other property suitable for the purposes of the Company of at least equal value. And the Trustee may act upon a certified copy of a resolution of or undertaking in writing signed by the Directors of the Company as conclusive evidence that insurance moneys paid over to the Company have been or will be applied to rebuilding or reinstating the property destroyed, or of erecting or acquiring other property as aforesaid of equal value.

Should the Company decide not to rebuild or to restore any building or buildings wholly or partially destroyed by fire and insured as aforesaid, the proportion of the insurance moneys in respect of such portion or portions of said buildings shall be applied and dealt with by the Trustee as if the same arose from a sale under Article Seventeenth hereof.

ARTICLE NINETEENTH.

Trustee not bound to apply in certain cases.

The Trustee shall not be bound to apply or to make any payment whatsoever to bondholders out of any moneys coming into its hands and apportionable amongst bondholders, if in its discretion the amount so received by it is insufficient or it should consider such application or payment inadvisable; but it may retain the moneys so received by it and deposit the same in some chartered bank to its credit, or invest the same as herein provided, until such time as such moneys, or the investments representing the same, with the income derived therefrom, together with any other moneys for the time being under its control, are deemed by it to be sufficient, or until such time as it considers it advisable to apply the same in the manner above set forth. Provided, however, that if the amount of the moneys at any time in its hands and apportionable among the bondholders shall exceed ten per cent. on the nominal value of the Bonds outstanding, the Trustee shall distribute and apply the same under Article Seventeenth if required so to do by bondholders representing ten per cent. of the nominal value of the outstanding Bonds.

ARTICLE TWENTIETH.

Powers of trustee to modify trusts.

At any time before the security hereby constituted becomes enforceable, the Trustee, if it in its discretion sees fit so to do, may, upon the application and at the expense of the Company,

but only if and so far as in its opinion the interests of the bondholders shall not be prejudiced thereby, do or concur in doing all or any of the things following in respect of the Mortgaged Premises as herein defined, that is to say:

(a) May sell, call in, collect and convert all or any of ^{Sell} the Mortgaged Premises on such terms as to the Trustee may seem expedient, with full power to make any such sale for a lump sum or for a sum payable by instalments or for a sum on account and a mortgage or security for the balance. And may also lease any part or all of the Mortgaged Premises on such terms, rentals and other conditions as to the Trustee may seem expedient.

(b) May acquire a new lease of any leasehold hereditaments, for the time being, forming part of the Mortgaged Premises for such terms not being less than the then residue of the then existing term therein, and at such rent and subject to such covenants and conditions as to the Trustee may seem expedient, and for that purpose, if thought fit, surrender the then existing lease of such hereditaments and the then existing term therein. ^{Renew Leases}

(c) May exchange any part or parts of the Mortgaged Premises for any other property suitable for the purposes of the Company, and upon such terms as to the Trustee may seem expedient, and either without or with payment or reception of money for equality of exchange or otherwise. ^{Exchanges.}

(d) May assent to the modification of any contracts or arrangements which may be then subsisting in respect of any of the Mortgaged Premises and in particular the terms of any leases or covenants. ^{Assent to Modification of Contracts.}

(e) May with money forming part of the Mortgaged Premises purchase or otherwise acquire any immovable property which may seem suitable for the purposes of the Company, and also any new or improved or substituted machinery, plant or fixtures which may seem so suitable. ^{Purchase.}

(f) May settle, adjust, refer to arbitration, compromise and arrange (with or without suit) all accounts, reckonings, controversies, claims and demands whatsoever open, unsettled or pending with any person or persons, in relation to any of the Mortgaged Premises. ^{Compromise.}

(g) May apply any net capital moneys arising from any sale, lease or other dealing with the Mortgaged Premises ^{Improvements.}

under this clause in developing, improving, protecting, preserving and maintaining in good working order and condition any of the Mortgaged Premises, or in erecting or constructing any buildings or works or in procuring any new or substituted or improved machinery, or other plant or fixtures, or in preventing or endeavoring to prevent loss or apprehended loss thereof or detriment to any of the Mortgaged Premises.

Authority. (h) The powers of sale, lease and exchange contained in sub-sections *a* and *c* hereof, except in respect of small transactions, not exceeding Thousand Dollars for any single transaction, shall not be exercised without the authority of a resolution of the bondholders passed as herein provided.

Distribution of moneys. (i) All net capital moneys arising under this article and all assets acquired pursuant thereto shall become part of the Mortgaged Premises, and shall be vested in the Trustee accordingly, unless the same arise from the dealings with personal property of the Company, in which case such net capital moneys shall be paid over to the Company.

Powers of company not curtailed. (j) Nothing in this article contained shall derogate from or curtail the powers of the Company to sell or otherwise deal with its personal property as contemplated in Article Sixth hereof, or render it necessary as regards such dealings to proceed under this article.

Investment. (k) Subject as aforesaid, the Trustee shall invest the net capital moneys referred to in Article Nineteenth hereof upon some or one of the investments herein authorized, with power from time to time, at its discretion, to vary such investments, and with power to resort to any such last mentioned investments, for any of the purposes for which such proceeds are under this clause authorized to be expended, and subject as aforesaid, the Trustee shall stand possessed of the said investments upon trust, until the security hereby constituted shall have become enforceable, to pay the income thereof and any net moneys in the nature of income arising under this Article, to the Company or its assigns; and after the security hereby constituted shall have become enforceable, shall hold the said investments and the income thereof respectively and the net moneys in the nature of income, upon and for the trusts and purposes hereinbefore expressed

concerning the moneys to arise from any sale, calling in, collection and conversion under Article Ninth hereof. Provided always that if the security hereby constituted shall not become enforceable, then after payment and satisfaction of all moneys intended to be secured by these presents the said investments and the income thereof and net moneys last aforesaid shall be held in trust for the Company or its assigns.

ARTICLE TWENTY-FIRST.

Any moneys which under the trusts herein contained ought to be invested, may be invested in the name or under the legal control of the Trustee in any of the public stocks or funds or government securities of the Dominion of Canada or any Province thereof, or in any other stocks, funds and securities by law authorized for the investment of trust moneys, or may be placed on deposit in the name of the Trustee in such chartered bank or banks of Canada as it may think fit. Investments authorized.

ARTICLE TWENTY-SECOND.

The Trustee may, upon the written request of the Company, established by resolution of its Board of Directors, and at its expense, from time to time, but subject to the conditions and limitations hereinafter provided, and not otherwise, and upon such terms and verifications as the Trustee may require, release from the lien and operation of these presents and the Mortgage hereby created, any part of the Mortgaged Premises which in the judgment of the Trustee it is expedient to release; provided always that no part of the Mortgaged Premises pertaining or incidental to the maintenance or operation of the business of the Company, shall be released hereunder; unless at the time of such release the same shall no longer be required for the purpose for which it was acquired or leased, or it shall no longer be necessary or expedient to retain the same in connection with the business of the said Company, and that no such release shall be made unless the Company shall have sold or shall have contracted to exchange for other property or to sell the property so to be released, and any new property acquired by the Company to take the place of any property so released hereunder shall become and be made part of the security hereby created: and the proceeds of any released property so sold shall be paid to the Trustee, and by it used for the purpose of the said sinking fund. Partially release security.

ARTICLE TWENTY-THIRD.

Partial
discharge.

It shall be the duty of the Trustee from time to time upon such evidence as it may require to sign and execute such receipts, discharges, acquittances and other documents as may be necessary to effect the cancellation of the liability and mortgage hereby created to the amount of such Bonds as the Company may have redeemed, paid or cancelled.

ARTICLE TWENTY-FOURTH.

Non-
production of
bonds.

In the event of a holder not being able to produce any Bond upon the maturity thereof, or upon the same being drawn for redemption, a certificate of the Trustee on the deposit with it of the amount necessary to pay or redeem such Bond with interest in accordance with the provisions thereof shall avail as a cancellation of such Bond for the purposes hereof, and as a sufficient authorization to the Company to cancel the entries relating to such Bond, and to the Trustee to discharge the security thereby created, *pro tanto*.

ARTICLE TWENTY-FIFTH.

Discharge
of
mortgage.

When all the Bonds and interest hereby secured shall have been paid in full, or shall have been provided for by deposit of moneys therefor with the Trustee as aforesaid, and all other sums payable hereunder by the Company shall have been paid, and all things herein required to be performed by the Company according to the true intent and meaning of this deed shall have been duly performed, then, and in that case, the Mortgaged Premises shall revert to the Company, and the Trustee in such case, upon proof being given to its reasonable satisfaction, shall, on the demand of the Company, and at the cost and expense of the Company, enter satisfaction of this Mortgage upon the records, and cause to be executed a discharge and acquittance of the same, and execute such other reconveyances and releases of the Mortgaged Premises as may be reasonably required by the Company.

ARTICLE TWENTY-SIXTH.

Vacancies
in trust,
how filled.

Any Trustee hereunder may resign the trust and be discharged from all further duties and liabilities hereunder after giving three months' notice in writing to the Company, provided that such shorter notice may be given as the Company shall

accept as sufficient. Any Trustee hereunder may be removed from office by an extraordinary resolution of the bondholders to that effect. In case any Trustee hereunder shall die, resign, be removed, or become incapable of acting, a successor or successors to such Trustee may be appointed by an instrument in writing signed by registered bondholders representing at least a majority in value of the Bonds then outstanding. If for three months after a vacancy shall occur in the trust the bondholders shall not fill the same as herein provided, the Company or any of the bondholders may apply to the proper Court or Judge in that behalf for the appointment of a new Trustee to fill such vacancy in the trust, and the said Court or Judge may thereupon fill such vacancy in the trust by the appointment of a Trustee or Trustees, who shall thereupon be and become Trustee under this instrument, and every Trustee so appointed shall be vested with the same powers, rights and privileges and charged with the same duties and responsibilities as are herein expressed to be vested in or imposed on the Trustee.

ARTICLE TWENTY-SEVENTH.

The Trustee may take such legal advice, and employ such ^{Trustee} solicitors, counsel and advocates, and in the exercise of the ^{may employ} trusts, powers and discretions vested in it by these presents, and ^{agents.} in the conduct of the Trust business may, instead of acting personally, employ all such assistants, receivers, attorneys, managers, agents, accountants, inspectors, clerks, servants, and workmen, and other persons with such powers (including a power of sub-delegation), and upon such terms as to remuneration, as it may deem proper; and the Trustee's remuneration and its reasonable expenses and disbursements shall be paid by the Company, its successors and assigns, and shall also with interest be a lien and charge upon the Mortgaged Premises in priority to the Bonds and shall be payable out of any funds coming into the possession of the Trustee or its successors in the trust.

ARTICLE TWENTY-EIGHTH.

Without prejudice to the right of indemnity given by law ^{Indemnity} to Trustees, the Trustee and every receiver, attorney, manager, ^{to} agent, accountant, inspector, clerk, servant, workman or other ^{trustee.} person appointed by the Trustee hereunder, shall be entitled to be indemnified out of the Mortgaged Premises in respect of all

liabilities and expenses incurred by it, them or him in the execution or purported execution of the trusts hereof, or of any powers, authorities or discretions vested in it, them or him pursuant to these presents, and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anywise relating to the premises, and the Trustee may retain and pay out of any money in its hands arising from the trusts of these presents the amount of any such moneys, and also the remuneration of the Trustee as herein provided.

ARTICLE TWENTY-NINTH.

Remuneration of trustee.

The Company in addition to the payment of the usual charge for certifying each Bond, shall in each and every year during the continuance of this security pay to the Trustee in advance a salary of _____ per annum, being the agreed remuneration for its services as Trustee, and also from time to time as and when incurred and demanded, all costs, charges and expenses which it may incur in relation to the execution of the trusts hereby in it reposed.

ARTICLE THIRTIETH.

Trustee not bound to give security.

The present Trustee shall not be required to give any security for its conduct or administration. No Trustee hereunder shall be in any manner whatever responsible for the mistake, oversight, forgetfulness, error of judgment, default, or misconduct of itself or himself, or of any other Trustee, or of any receiver, attorney, manager, agent, accountant, inspector, clerk, servant, workman or other person appointed by the Trustee, or for the fraud or failure of any banker, broker or other person, reasonably employed by the Trustee, or for anything whatever in respect of the premises or the trusts hereby created or in connection with the execution of the same, except a breach of trust knowingly and intentionally committed by such Trustee.

The Trustee shall not, nor shall any receiver appointed by it, by reason of the Trustee or such receiver entering into possession of the Mortgaged Premises or any part thereof, be liable to account as mortgagee or mortgagees in possession or for anything except actual receipts, or be liable for any loss upon realization, or for any default or omission for which a mortgagee in possession might be liable.

ARTICLE THIRTY-FIRST.

The Trustee shall not be bound to do or take any act or action in virtue of the powers conferred or obligations imposed on it hereunder, unless and until it has been required to do so by a writing signed by holders of Bonds, forming at least one-fourth the value of the then outstanding Bonds, defining the action which it is required to take, and the Trustee may, before taking such action, require the bondholders (at whose instance it is required) to deposit with the Trustee the Bonds so held by them, for which Bonds the Trustee shall issue receipts.

Trustee
not bound
to enforce
trusts
until
requisition
and
indemnity.

The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of realizing upon the security hereby created, shall be conditional upon the bondholders furnishing sufficient funds when so required in writing by the Trustee to commence or continue such act, action or proceeding and a sufficient Bond of indemnity to protect and hold harmless the Trustee against loss and damage by reason thereof.

ARTICLE THIRTY-SECOND.

The Trustee shall not be responsible or liable otherwise than as a Trustee for any debts incurred by it, or for any damage to persons or property, or for salaries or non-fulfilment of contracts during any period wherein the Trustee shall manage the trust property or premises upon entry or voluntary surrender as herein provided. And the Trustee shall not be bound to see to the doing, observance or performance by the Company of any of the obligations hereby imposed on the Company, or in any way to supervise or interfere with the conduct of the Company's business, unless and until the security hereby created has become enforceable, and the Trustee has determined or been required by the bondholders, as herein provided, to enforce the same and is kept supplied with moneys reasonably necessary to enable the Trustee to take the required action, and with sufficient Bonds of indemnity to protect and save harmless the Trustee against loss or damage by reason thereof.

Trustee
incurs no
financial
responsi-
bility.

It is distinctly understood and agreed that the Trustee is not to be held liable for or by reason of any failure or defect of title to or for any encumbrance upon the Mortgaged Premises, or for or by reason of the statements of facts or recitals in this mortgage or in said Bonds contained, or to be required to verify the same, but all such statements and recitals are and shall be

deemed to have been made by the Company only; and it is hereby declared and agreed by and between the parties hereto, as a condition upon which the Trustee has entered into these presents and accepted the trusts hereby created, that nothing herein contained shall in any wise cast any obligation upon the Trustee to see to the registering or filing of or to make, register, file or renew this or any deed or writing by way of mortgage or otherwise from the Company, upon or of the said Mortgaged Premises or upon any portion thereof, or upon any other property of the Company in order to add to the security hereby intended to be given; nor shall it be the duty of the Trustee to register or record this deed as a mortgage or otherwise, or to procure any further, other or additional instrument of further assurance or to do any other act or thing for the continuance of the lien hereof or for giving notice of the existence of such lien or for extending or supplementing the same or to keep itself informed or advised as to the payment by the Company of any taxes or assessments or premiums of insurance or other payments which the Company should make or to require such payments to be made. And in general it is understood that prior to the Trustee being required to take active measures with respect to the Mortgaged Premises after being duly indemnified, or its taking active measures with respect thereto without being so requested or indemnified, its sole duty is confined to certifying the Bonds secured hereby to belong to the series mentioned herein.

ARTICLE THIRTY-THIRD.

Acceptance
of Trust by
trustee.

And the Trustee, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to certify the said Bonds as and in the form herein provided.

ARTICLE THIRTY-FOURTH.

Successors
and assigns
clause.

Wherever in these presents the Company is referred to or mentioned, such reference or mention if the context will allow shall extend to and include its successors and assigns respectively, and wherever in these presents the Trustee is referred to or mentioned, such reference or mention, if the context will allow, shall extend to and include the Trustee or Trustees for the time being of the Trusts of these presents.

IN WITNESS WHEREOF the said Company,
Limited, has caused its Corporate Seal to be hereunto affixed and

these presents to be signed by its President, and
 its Secretary, and the Trust
 Company has caused its Corporate Seal to be affixed hereto and
 these presents to be signed by and by
 its

 SCHEDULE C.

Dominion of Canada.

PROVINCE OF

| | | |
|-----------|--|---|
| § The | No. Company, Limited (incorporated by) , capital \$ | % divided into dollars each. First Mortgage |
| shares of | | |
| year | per cent. Gold Bond. | |

The Company, limited (hereinafter called the Company), for value received promises on the day of A.D. , or on such earlier day as the principal moneys hereby secured become payable under the terms of the Trust Mortgage hereinafter mentioned, to pay to the bearer, or if registered to the registered holder hereof, on presentation and delivery up of this Bond,

Dollars in gold coin (if demanded) of or equal to the present standard of weight and fineness, and promises in the meantime to pay interest thereon at the rate of per cent. per annum, payable in like gold coin, half yearly, on the first days of and in each year, on surrender of the proper coupon annexed hereto.

This Bond is one of a series of Bonds of the Company of \$ each; the total amount of said Bonds is not to exceed in the aggregate at any one time the sum of thousand dollars.

The Bonds comprising said series from time to time are all to rank in point of security *pari passu* without any preference or priority one over the other, and are all equally secured by a Trust Mortgage dated the day of A.D. , the Company thereby conveying to The Trust Company, as Trustee, all the real and personal property, franchises, rights and privileges now owned or hereafter to be acquired by the Company; and are issued subject to, and with

the benefit of, the conditions and provisions of the said Trust Mortgage.

This Bond shall pass by delivery unless registered, and if registered by transfer upon the books of the Company by the registered holder in person or by attorney.

If special provisions for a sinking fund, here set them out.

This Bond is entitled to the benefits and is subject to the provision of the said Trust Mortgage respecting a sinking fund.

The principal and interest of this Bond are payable at _____, in the City of _____.

This Bond shall not be valid or obligatory unless and until certified by the said Trustee.

IN WITNESS WHEREOF the Company has caused its Corporate Seal to be hereto affixed, and these presents to be signed by its President and Secretary this _____ day of _____ A.D. 19 _____.

.....Company, Limited.
.....President.
.....Secretary.

TRUSTEE'S CERTIFICATE.

The _____ Trust Company hereby certifies that this Bond is one of the series of Bonds referred to in the Trust Mortgage within mentioned.

The _____ Trust Company, Trustee,
by

FORM OF COUPON.

§ _____ No. _____
On the first day of _____ A.D. _____, The _____ Company, Limited, will pay to the bearer on presentation hereof, at the office of The _____ Trust Company, _____, the sum of _____ Dollars, being interest due on Bond No. _____.

.....Secretary.

INSURANCE CLAUSE.

() Insure, and during the continuance of this security keep insured, in or with such insurance company or companies as the Trustee may approve, against loss or damage by fire, all the buildings, machinery and plant forming part of the specifically mortgaged premises, and now belonging to or which may be acquired by the Company in the same manner and at least to the same extent as is usual with Companies operating like properties. And further insure and during the continuance of this security keep insured in or with like insurance companies, in such amounts, and to such extent as the President or other executive officer of the Company may determine, such other personal property forming part of the mortgaged premises, now or at any time belonging to or acquired by the Company, and being property of the character which is usually insured in like businesses. And will duly and seasonably pay the premiums and other sums of money payable for that purpose and assign the benefit of all policies and contracts of insurance covering the specifically mortgaged premises to the Trustee, or cause the insurance moneys thereon to be made payable in case of loss to the Trustee, or in such manner that the insurance moneys may be collected by the Trustee and be applied as herein specified, and execute all necessary transfers for that purpose, and before any payment of premium becomes due, if required, exhibit or deliver to the Trustee the receipt for such premium, and will deposit or otherwise deal with all such policies of insurance and renewals in such places and manner as the Trustee may require, and keep the Trustee informed of any change or alteration in the insurable property of the Company, and will furnish the Trustee with particulars of insurance covering the other personal property forming part of the mortgaged premises.

Should the Company fail to effect and transfer such insurance as herein covenanted, and keep the same in force, or to deliver or exhibit any such policies of insurance or renewals thereof or receipt as aforesaid in due season, the Trustee may either itself effect such insurance, in which case the Company shall immediately repay it, on demand, the amount expended in so doing, with interest at the rate of six per centum per annum, from the date of expenditure, for which amount and interest the Trustee shall have a lien upon the mortgaged premises prior to the lien of this indenture, or the Trustee may

notify the bondholders of the failure of the Company to insure as aforesaid, in the same manner as is herein provided for the calling of meetings of bondholders, provided always that any bondholder may, on such default, insure his interest at the cost of the Company.

No duty with respect to effecting or maintaining insurance or of notifying the bondholders or others of the failure to insure shall rest upon the Trustee, and the Trustee shall not be responsible for any loss by reason of want or insufficiency of insurance, or by reason of the failure of any of the Companies in which the insurance is carried to pay the full amount of any loss against which they may have insured the Company.

In no case shall the receipt by the Trustee of any moneys for insurance, or for the release of the mortgaged premises or any part thereof under the terms of these presents be deemed to be a payment on account of the bonds, nor shall the mortgage hereby created be lessened, prejudiced, or in any other way interfered with by reason of any such receipt, any law, usage or custom to the contrary notwithstanding.

In case of loss or damage to any property covered by insurance, the Trustee shall, until the security hereby constituted becomes enforceable and the Trustee shall have determined or become bound to enforce the same, pay all moneys received under any such policy or contract to the order of the Company evidenced by a certificate of the President or Vice-President and Secretary of the Company certifying that such moneys are required to reimburse the Company for moneys expended to replace the property injured or destroyed or for capital expenditure made or contracted for or indebtedness incurred on capital account by the Company. PROVIDED that as to any moneys so received which have been paid in respect of damage to or destruction of property included in the specifically mortgaged premises, such capital expenditure or indebtedness shall be in respect of property either then forming part of or which, by reason of such capital expenditure, shall be made part of the specifically mortgaged premises. In case such a request so evidenced is not presented to the Trustee within ninety days from the date of any such loss or such further time as the Trustee may allow, then such moneys may be invested by the Trustee in the securities hereinbefore authorized. PROVIDED that any investments made by the Trustee pursuant to the foregoing power,

whether in bonds of the Company or other securities, may at any time be realized wholly or partially by the Trustee at its discretion upon the request of the Company and upon receiving a certificate from the Company that the moneys are required for the purpose of reimbursing the Company for moneys expended in replacing wholly or partially the property injured or destroyed, or, subject to the above proviso in respect of damage to or the destruction of property included in the specifically mortgaged premises, for the purpose of recouping expenditures for extensions or other payments on capital account, and the net proceeds of such realization shall be paid over to the Company. PROVIDED further that the Trustee shall be under no liability either to the Company or the bondholders in respect of any such investment or the realization thereof, nor shall it be under any duty or responsibility to see to the application of all or any of the moneys paid to the Company. The Company further covenants that it will cause the respective companies of whose capital stocks the majority of the shares now or hereafter form part of the mortgaged premises, and so far as it controls the management of such respective companies, to insure and keep insured the buildings, plants, machinery and chattels belonging to such companies respectively, or operated or leased by them or any of them, against loss or damage by fire in an insurance company or insurance companies of good standing satisfactory to the Trustee, in the same manner, and at least to the same extent, as is usual with companies operating like properties. And should any such Company fail to insure as aforesaid, the Trustee may, but shall not be obliged to cause such insurance to be effected, and kept up, and may pay the premiums therefor.

PROVIDED that any insurance effected by any such company for the benefit of the holders of any bonds, debentures, debenture stock or other securities, issued by such company, shall to the extent thereof be deemed an insurance within the meaning of this covenant.

IMMUNITY of Officers, Shareholders, Directors, etc.

No recourse under or upon any obligation, covenant or agreement of this Indenture, or of any bond or coupon hereby secured shall be had against any promoter, incorporator, stockholder or officer or director of the Company, or of any successor corpora-

tion, either directly or through the Company, or through a receiver, or an assignee or a trustee in bankruptcy thereof by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations, and that no personal liability whatsoever shall attach to or be incurred by the promoters, incorporators, stockholders, officers or directors of the Company, or of any successor corporation, or any of them, under or by reason of any of the obligations, covenants, or agreements contained in this Indenture, or in any of the bonds or coupons hereby secured, or implied therefrom, or under or by reason of any judgment on said bonds or coupons; and that any and all personal liability of every name and nature, either at common law or in equity, or by statute or constitution of every such promoter, incorporator, stockholder, officer and director, whether for alleged non-payment of capital stock or otherwise, is hereby expressly waived as a condition of, and as a consideration for the execution of this Indenture, and the execution and issue of said bonds and coupons.

TRUST DEED—Special Provisions Where a Part of the Security Consists of Ships.

THIS INDENTURE made in five parts the _____ day of _____, one thousand nine hundred and _____.

BETWEEN :—

COMPANY, LIMITED,
(hereinafter called "the Company")
Of the First part.

—AND—

TRUST COMPANY, LIMITED,
(hereinafter called "the Trustee")
Of the Second Part.

Recitals.

WHEREAS the Company and the Trustee are duly incorporated under the laws of the Province of Ontario.

AND WHEREAS pursuant to all powers and authorities possessed by it, the Company desires to issue its First Mortgage

Six Per Cent. Serial Gold Bonds to the amount of Five Hundred Thousand Dollars (which are hereinafter called "the said Bonds"), and this Deed of Trust and Mortgage is executed for the purpose of securing the same.

AND WHEREAS the Company is the registered owner of sixty-four shares each in the several ships, dredges, tugs and scows set out in schedule "B" hereto, which have been duly registered at the respective ports and under the respective numbers mentioned in the said Schedule.

AND WHEREAS the Company is also the owner of the several ships, scows and tugs set out in the Schedule "C" hereto and as yet unregistered.

AND WHEREAS the Company has executed mortgages and charges in the statutory form under the Statute in that behalf (hereinafter called the said statutory ship mortgages) upon all of the said ships, dredges, tugs and scows set out in the said Schedules "B" and "C" in favor of the Trustee bearing even date herewith and securing payment of the sum of Five Hundred Thousand Dollars and interest as therein provided.

AND WHEREAS the Company has executed the said statutory ship mortgages for the purpose of better securing the said bonds, and it has been agreed that the said statutory ship mortgages shall be held by the Trustee subject to and upon the terms and conditions hereinafter declared for the better security of the holders of the said Bonds.

Ship Mortgages to Form Part of Security.

The said statutory ship mortgages and the rights and powers conferred thereby shall be held and used by the Trustee for the purpose of securing the bonds hereby secured and in aid of the security hereby created and the powers hereby conferred, and all moneys realized by the Trustee under or by virtue of the said statutory ship mortgages shall form part of the mortgaged premises hereunder, and in realizing or proceeding upon the said statutory ship mortgages the Trustee shall have regard to the provisions hereof and the said statutory ship mortgages, and the vessels thereby charged shall be deemed to be part of the security hereof, and shall be included in any reference to the security hereby created.

Covenants of Company as to Title of Ships.

That subject to the said statutory ship mortgages, it is seized of all the said vessels set out in schedules "B" and "C" hereto, and that subject as aforesaid the same are free and clear of any and all liens and incumbrances whatever, and that if and when under the terms hereof the Trustee is entitled to possession then peaceable possession and enjoyment of all the said vessels will be given to the Trustee and all successors to it.

To Register Unregistered Vessels.

That it will forthwith procure all the vessels set out in schedule "C" hereto, and all other vessels which it may hereafter acquire to be duly registered as British ships in the proper Registry pursuant to the Statute in that behalf.

Insurance of Vessels.

That it will insure all vessels forming part of the mortgaged premises, against loss or damage by fire, and whenever and so often as they shall respectively be without the limits of any harbour against all marine risks and disaster, general and particular, average and collision liability, including also "Protection and Indemnity" insurance, by insurance policies approved of by the Trustee, and that it will not take any of the said vessels out of any harbour unless the same shall be covered by such insurance, and will cause all the policies of insurance or renewals thereof to be made payable in case of loss to the Trustee as part of the security hereunder, or will assign all insurance moneys and all loss and claims under such insurance to the Trustee in such form as shall be satisfactory to it, and will deposit or otherwise deal with all such policies and renewals in such places and manner as the Trustee may require, and that it will not do, suffer or permit to be done any act whereby such insurance will be liable to be vitiated or forfeited. If the Company shall fail immediately to procure and deliver such policies of insurance as aforesaid or shall at any time fail to immediately renew the same as aforesaid, the Trustee is hereby authorized, in addition to any remedies or powers hereby conferred, to procure such insurance for the mortgaged premises, and to keep the policies renewed, and the expense thereof shall be an additional indebtedness hereby secured, and prior to the said bonds and coupons, and shall be repaid to the Trustee on demand with interest at

the rate of six per cent. per annum from the time of such expenditure, it being expressly agreed that all costs of insurance shall be paid by the Company, whether caused to be made by it or by the Trustee, but no duty, liability or responsibility whatever with respect to effecting or maintaining any insurance, or with respect to seeing that any insurance is effected or maintained shall rest upon the Trustee, and that the vessels forming part of the mortgaged premises shall not be taken from, nor leave port, and shall not be engaged in navigation during the period of time within which by the terms of its insurance policies it warrants that they shall not be so engaged, and breach of which warranty vitiates such insurance. Any violation of this provision by the Company shall constitute default in the performance of this Indenture.

Application of Insurance Moneys.

In case of damage or destruction of any of the property insured, whether against fire or marine risks, the insurance moneys shall be received by the Trustee, and shall be applied by it at the request of the Company for the purposes only of either rebuilding or procuring other in lieu thereof, or otherwise bettering or improving the mortgaged premises; Provided that the Company is not in default in the payment of interest or principal of the bonds; provided, however, that the Trustee shall be under no duty or responsibility to see to the application of the said insurance moneys so paid to the Company, whose receipt therefor shall be a discharge to the Trustee. Pending application of said insurance moneys for the purposes aforesaid, the same shall form part of the mortgaged premises and shall be deposited by the Trustee to a separate account in a chartered bank of the Dominion of Canada, or be invested by the Trustee in such securities as may be mutually agreed upon by the Trustee and the Company.

Not to Permit Liens.

That save as herein provided, it will not voluntarily create or suffer to be created, any debt, lien or charge which would be equal to or prior to the lien of these presents upon any property subject to the mortgage and charge created by the said statutory ship mortgages or this Indenture, or any part thereof, and it will not suffer any lien of any kind or description to remain upon any of the said vessels set out in the Schedules hereto, or

any part thereof, and the failure of the Company forthwith to procure the release of such vessels from any mechanics, laborers, admiralty, statutory or other liens, claims or charges against such vessels shall constitute a default in the provisions of this Indenture and of the said statutory ship mortgages; it will do all things proper or necessary to preserve intact the priority of the liens created by the said statutory ship mortgages and hereby created upon the mortgaged premises, provided that in case any of the said vessels should be libelled or proceeded against in rem on account of any collision or other accident, then the Company until the final determination of the amount, if any, due by it, or recoverable against any of the said vessels, shall give or procure to be given to the Trustee a bond or bonds satisfactory to it covering the amount of damages claimed against the Company or any of said vessels, and if such bond or bonds be promptly given, then the existence of any such lien shall not constitute a default hereunder. None of the said vessels shall engage in unlawful trade, carry any cargo prohibited by law, or violate any law, ordinance or regulation of any state or country, and the said vessels without the consent of the Trustee will not be altered or changed from type originally designed and constructed.

To Carry on Business.

That it will carry on and continuously conduct its business in an efficient manner, and will duly perform and comply with all the conditions of any and all contracts between the Company and the Government of the Dominion of Canada, and failure so to do in any respect which may render any such contract liable to forfeiture shall constitute default hereunder, and shall render the security hereby and by the said statutory ship mortgages created immediately enforceable. It will maintain and repair, and keep in repair, and in good working order and condition all the Mortgaged Premises, and it will keep the vessels forming part of the mortgaged premises in good condition and repair.

NOTE.—The remaining provisions may be adapted from the preceding forms of trust deeds, incorporating where necessary reference to the ships, statutory ship mortgages, insurance against marine risks, etc.

Act, hereby acknowledges itself indebted and promises to pay to the bearer hereof, or if registered, then to the Registered holder hereof, the sum of One Thousand Dollars of lawful money of Canada, payable in gold coin of the present standard of weight and fineness, if demanded, on the fifteenth day of January, 19 , at the Chief Office of the Bank of , in the City of New York, in the State of New York, with interest thereon until payment hereof at the rate of six per cent. per annum, payable half-yearly at the said place, at the holder's option in the like currency on the fifteenth day of January and the fifteenth day of July in each year, on the presentation and surrender of the respective interest coupons hereto as they severally become due. Both principal and interest of this Bond are payable without deduction for any tax, which the Company may be required to pay or retain therefrom under any present or future law of the Dominion of Canada or of the United States of America, or of any County, State, Province or Municipality therein; the said Company hereby agreeing to pay all such taxes.

This Bond is one of a series amounting in the aggregate to \$500,000 of lawful money of Canada, issued and to be issued under and equally secured, without preference, priority or distinction of one over another, by a Deed of Trust and Mortgage dated the day of , 19 , made between the Company and Trust Company, Limited, as Trustee, and by certain mortgages and instruments mentioned in the said Deed of Trust and Mortgage upon all the present and future undertakings and real and personal property, plant, ships, contracts, tolls, incomes, rights, powers, and franchises of the Company, whether now owned or hereafter acquired, and constituting a fixed and specific charge upon certain of the assets therein described, and a floating charge upon the remainder thereof.

The said series of bonds comprises 500 Bonds, dated the 15th day of January, 1912, of \$1,000.00 each, made by the Company, numbered from 1 to 500, both inclusive, of which numbers 1 to 100, both inclusive, mature and are payable on the 15th day of January, 1913; numbers 101 to 200, both inclusive, mature and are payable on the 15th day of January, 1914; numbers 201 to 300, both inclusive, mature and are payable on the 15th day of January, 1915; numbers 301 to 400, both inclusive, mature and are payable on the 15th day of January, 1916; and numbers 401 to 500, both inclusive, are payable on the 15th day of January, 1917. And in other respects all of the said Bonds are of like date, tenor and effect.

The said Bonds are subject to the terms of the said Deed of Trust and Mortgage, which is hereby referred to for a description of the properties thereby mortgaged and charged, and the terms, nature and extent of the security, the rights of the holders of the bonds secured thereby and the terms and conditions upon which the said Bonds are issued and to be issued, all of which rights, terms and conditions are made a part of this Bond.

This Bond shall pass by delivery, unless registered in the name of the holder in the proper books to be kept at the office of _____ Trust Company, Limited, in the City of Toronto, or in such other place or places in Canada or the United States as may be prescribed by the Company and the Trustee, after which no transfer thereof shall be valid unless it is made by instrument in writing signed by the registered holder or by his lawful attorney and recorded in the said books and duly noted by endorsement hereon. A transfer to bearer may subsequently be registered by the registered holder, after which this Bond shall pass by delivery until again registered, in the name of the holder. Notwithstanding registration hereof, the interest coupons shall continue to be payable to bearer.

This Bond shall not be obligatory for any purpose unless and until certified by _____ Trust Company, Limited, upon the Certificate hereon provided for such purpose.

IN WITNESS WHEREOF the _____ Company, Limited, has caused its Corporate Seal to be hereto affixed and these presents to be signed by its President and Secretary, thereunto, duly authorized this 15th day of January, 1912.

COMPANY, LIMITED.
By
President.
.....
Secretary.

INTEREST COUPON.

Coupon No. \$.....

bearer _____ COMPANY, LIMITED, will pay to the
19 _____ Dollars on the 15th day of _____,
at the Chief Office of the Bank of _____, New _____

York, being the half-yearly interest at the rate of six per cent. per annum on the Company's First Mortgage Six Per Cent. Serial Gold Bond Number

Interest Coupon.

.....
Secretary.

TRUSTEE'S CERTIFICATE.

This Bond is one of a series of Bonds amounting in the aggregate to \$500,000, referred to in the Deed of Trust and Mortgage from Company, Limited, to Trust Company, Limited, dated 15th January, 1912, referred to in the within mentioned Bond.

TRUST COMPANY, LIMITED,
Trustee.

By
Certifying Officer.

TRUST DEED Securing Second Mortgage Bonds Subject to Prior Specific Charge.

The form at page 62 may be used with the addition of the following clauses:

1. In the recitals:—

AND WHEREAS the Company, by a certain Mortgage and Deed of Trust of even date herewith, made in favor of The Trusts Corporation as Trustee, has created an issue of mortgage bonds conferring a first specific mortgage and charge on the lands and fixtures described in Schedule "A" hereto, of an aggregate principal amount of Eight Hundred Thousand Dollars (\$800,000.00), with interest at five per cent. per annum, of which the principal falls due on the First day of April, 1928, which Bonds are hereinafter referred to as "First Mortgage Bonds."

2. In the charging clause:—

IT IS UNDERSTOOD that the above mentioned specific mortgage and charge is subsequent in lien to a first specific mortgage and charge against the lands and premises described in Schedule "A" hereto and the fixtures thereon which are covered by the mortgage securing the issue of First Mortgage Bonds hereinbefore referred to of an aggregate principal amount of Eight Hundred Thousand Dollars (\$800,000.00), with interest at five per cent. per annum, of which the principal falls due on the first day of April, 1928.

3. In the Bond:—

Insert in heading "5 Per Cent. First Mortgage 10-Year Bonds \$800,000 (previously authorized)".

" Per Cent. Second Mortgage . . . year Bond."

Insert in the body of the Bond:—

The specific mortgage and charge of the Company's present real property and fixtures is subsequent in lien to a first specific mortgage and charge against the said lands and premises covered by a mortgage securing an issue of First Mortgage Bonds of an aggregate principal amount of Eight Hundred Thousand Dollars (\$800,000.00), with interest at five per cent. per annum, of which the principal falls due on the first day of April, 1928.

4. Add to the paragraph, setting out the events in which the security becomes enforceable:—

If the Company make any default in respect of the said First Mortgage, secured by indenture and Deed of Trust in favor of . . . Trust Company, Limited, of even date herewith, and any proceedings be taken thereon by the Trustee thereunder, or bondholders thereby secured or any of them, in consequence of such default, to enforce any right or remedy in respect thereof.

GUARANTEE to be Endorsed on Bonds.

We, . . . , of the City of . . . , in
the . . . of . . . , in the Province of Ontario,
. . . of the Town of . . . , in the
. . . , in the Province of Ontario, and . . . , of
the said City of . . . , . . . , acknowledge that

the within Bond was purchased and subscribed for on condition and in part consideration that we should give the following guarantee and, in consideration of the loan to the

Company, Limited, of the moneys thereby secured, we hereby jointly and severally unconditionally guarantee to the holder of the within Bond, payment of the principal and interest thereof, as and when the same shall respectively become due, and we jointly and severally covenant and agree with the holder thereof that if default be made by the Company in payment of the principal thereof or any interest coupon as and when they respectively fall due, we will, at the option of the holder, forthwith pay the principal and interest to the date of payment, or continue to pay the said interest and principal according to the tenor thereof.

And we hereby accept all the provisions of the within Bond and the Deed of Trust and Mortgage securing the same, and authorize the holder of the Bond without notice to us, or any of us, to grant an extension or extensions of time, and we agree that no dealing by such holder with the Company or the Trustee, except by way of cash payment, shall release us or any of us, and we agree that in case of non-payment of principal or interest when due, suit may be brought by the holder of this Bond against the maker or not, and that in any such suit the maker may be joined with us, or any of us, at the option of the holder. And we also agree that in case of payment by us, or any of us, of the principal or any interest coupon of any of the Bonds of the issue of which this Bond is a part, the Bonds and interest coupons so paid shall thereafter rank subsequent to and not *pari passu* with the other Bonds of the said issue.

IN WITNESS WHEREOF we have respectively affixed our hands and seals this day of , 19 .

SIGNED, SEALED AND DELIVERED)
In the presence of)

.....[seal]
.....[seal]
.....[seal]

GUARANTEE to be Endorsed on Bonds, Where Guarantee is Given by a Company.

Guarantee.

The _____, Limited, for value received hereby absolutely and unconditionally guarantees to the bearer or holder for the time being of the within Bond the punctual payment by the within-named _____ Company, Limited, of all principal moneys and interest to become due on the due dates for payment thereof, under the terms of the said bond.

IN WITNESS WHEREOF, The _____, Limited, has caused its corporate seal to be affixed hereto, and this guarantee to be signed by its President or Vice-President and countersigned by its Secretary, this _____ day of _____, 19 _____.

INTERIM BOND.

THE _____ COMPANY, LIMITED.

INCORPORATED UNDER THE ONTARIO COMPANIES ACT.

Capital \$1,000,000. Divided into 10,000 shares of \$100 each.

5 Per Cent. First Mortgage 10 Year Bonds, \$800,000
(previously authorized).

7 Per Cent. Second Mortgage 15 Year Interim Bond.

Number..... \$......

Issue of Seven Hundred Thousand Dollars (\$700,000) of bonds all ranking *pari passu* and made under the authority of the charter and by-laws of the Company, and of a resolution of the directors, and secured by a deed of mortgage and trust, dated the first day of April, 1918, between the Company and Trust Company, Limited, as trustee for the bondholders.

The total aggregate principal amount of all bonds of this issue at any one time outstanding is limited to Seven Hundred Thousand Dollars (\$700,000.00) in lawful money of Canada.

For value received The Company, Limited (herein called the "Company"), a corporation duly incorporated and existing under the laws of the Province of Ontario, acknowledges it is indebted and hereby promises to pay to the bearer hereof, or, if registered, then to the registered holder hereof, the sum of _____ dollars

in lawful money of Canada, at the chief office of the Bank of Canada in the City of Toronto, Canada, or at the

Trust Company, New York, at the holder's option, on the first day of April, 1933, or on such earlier date as the principal moneys hereby secured become payable in accordance with the conditions herein set out and of the said Deed of Trust and Mortgage, with interest thereon at the rate of seven per cent. per annum, payable half-yearly at the said place in like money, on the first days of April and October in each year, on presentation hereof for proper endorsement hereon of interest payments so made. Both principal and interest of this interim bond are payable without deduction for any tax which the Company may be required to pay or retain therefrom (other than income tax, or death or succession duties or any other tax which the Company is obliged to deduct at the source) under any present or future law of the Dominion of Canada, or any county, province or municipality therein, the Company hereby assuming the payment of all such taxes.

This interim bond is one of a series issued and to be issued, not exceeding in the aggregate the principal sum of Seven Hundred Thousand Dollars (\$700,000) without preference, priority or distinction of any one bond over the other or others, secured by a Deed of Mortgage and Trust in favor of

Trust Company, Limited, as Trustee for the bondholders, mortgaging and charging to and in favor of the said Trustee the present and future real property of the Company by way of a specific mortgage or charge thereof, and charging by way of floating charge the undertaking and all the other assets, franchises and rights of the Company, whether now owned or hereafter acquired, as by reference to the said Deed of Mortgage and Trust will more fully appear. The specific mortgage and charge of the Company's present real property and fixtures is subsequent in lien to a first specific mortgage and charge against the said realty and fixtures securing an issue of first mortgage bonds of an aggregate principal amount of Eight Hundred Thousand Dollars (\$800,000) with interest at five per cent. per annum, of which the principal falls due on the first day of April, 1928.

This interim bond is subject to the terms of the said Deed of Mortgage and Trust, securing the bonds of this issue, which is hereby referred to for a description of the premises so mortgaged and charged and the nature and extent of the security, the rights of the holders of the bonds secured by it and the terms and conditions upon which the said bonds are issued, which rights, terms and conditions are made a part of this temporary bond.

This interim bond is entitled to the benefits and is subject to the provisions of the said Deed of Trust and Mortgage respecting a sinking fund.

This interim bond shall pass by delivery unless registered in the name of the holder in the proper book at the office of the Trustee in Toronto, or at such other additional places as may be prescribed by the Company and the Trustee in that behalf, in which case it can only be transferred by an instrument in writing signed by the registered holder or his lawful attorney and registered in the proper book, and such transfer duly noted by endorsement hereon.

A transfer to bearer may subsequently be registered after which it shall pass by delivery until again registered in the name of the holder.

The Company by the said Deed of Mortgage and Trust reserves for the purpose of a sinking fund, the right at any time to purchase bonds on the market, or by private contract, or to redeem the whole or any part of the bonds at 102½ per cent. and accrued interest, on giving six weeks' notice to the bondholders, the particular bonds to be redeemed where a part only is redeemed, being determined by a drawing. The like price is also payable in the event of the security constituted by the said Deed of Mortgage and Trust becoming enforceable by reason of the voluntary liquidation of the Company.

Any notice may be given to or served upon the holder of this interim bond whilst unregistered, by advertising the same in a daily newspaper published in Toronto, Canada, and in New York, N.Y., and in such other places (if any) as the Company shall determine, and whilst registered, by sending it through the post in a prepaid letter addressed to such person at his registered address, and in proving such service it shall be sufficient to prove that the letter containing the notice was prepaid and properly addressed and put into the post office, or that the said notice was so advertised.

This interim bond shall not be obligatory for any purpose until certified by the Trustee on the certificate hereon provided for that purpose.

This interim bond may, as provided in the said Deed of Trust and Mortgage, be exchanged for similar interim bonds of the same aggregate principal amount or for definitive bonds when the same are ready for delivery and deposited with the Trustee.

IN WITNESS WHEREOF The Company,
 Limited, has caused its corporate seal to be hereto affixed and
 these presents to be signed by its President and Secretary, this
 day of _____, 19 .

THE

COMPANY, LIMITED,

.....
President......
Secretary.

TRUSTEE'S CERTIFICATE.

This interim bond is one of an issue of bonds, amounting in the aggregate to Seven Hundred Thousand Dollars (\$700,000) referred to in the Deed of Trust and Mortgage of the first day of April, 1918, within mentioned.

TRUST COMPANY, LIMITED,

per
 Certifying Officer.

Interest on the within interim bond has been paid up to the dates below shewn:

| Date of payment. | Signature of paying officer. |
|------------------|------------------------------|
| | |

Trust Officer,
 Trust Company, Limited.

INTERIM BOND CERTIFICATE.

No. \$.....

LIMITED.

(Incorporated under the Laws of the Dominion of Canada).

Capital \$20,000,000, divided into 200,000 shares of \$100 each.

INTERIM BOND CERTIFICATE.

Issue of \$6,000,000 Six per Cent. First Mortgage Fifteen-Year Gold Bonds.

THIS IS TO CERTIFY that the bearer of this Certificate is entitled to receive from _____, Limited, Definitive Bonds to the aggregate par value of _____ dollars, with half-yearly Interest Coupons attached, the first of such half-yearly coupons being payable on the 1st day of _____, 19____, the said Bonds being part of an authorized issue of six per cent. First Mortgage Fifteen-Year Gold Bonds referred to in the Deed of Mortgage and Trust dated the _____ day of _____, 19____, made by _____, Limited, to _____ Trust Company, Limited, Trustee, under which Trust Deed the said Bonds are secured on certain property and assets of the Corporation as a first charge as therein mentioned and the Corporation covenants further to secure the said Bonds as therein provided.

When [the security constituted and provided for by the said Deed of Mortgage and Trust has been completed and] the Definitive Bonds are ready for delivery, they will be deposited with the Trustee or its Agent, and thereupon against presentation and surrender of this Certificate the Bearer thereof will be entitled to receive the Definitive Bonds to which this Certificate relates. This Certificate is not valid unless the Trustee's Certificate printed in the margin hereof has been signed on behalf of the Trustee.

Dated this _____ day of _____, 19____.

LIMITED,

..... *President.*

..... *Secretary.*

TRUSTEE'S CERTIFICATE.

This Interim Bond Certificate is one of the Interim Bond Certificates referred to in the Deed of Mortgage and Trust dated the day of 19 , herein mentioned.

TRUST COMPANY, LIMITED, Trustee.

Per.....
.....

**BEARER Bond (without Covering Trust Deed) Con-
ferring Floating Charge.**

THE

COMPANY, LIMITED.

Capital \$40,000, divided into 4,000 shares of \$10.00 each.

Issue of \$30,000 six per cent. five year bonds of varying denominations, all ranking pari passu and made under the authority of the charter and by-laws of the Company, and of a resolution of the directors.

No.

The Company, Limited, hereinafter called "the Company," for value received, will, on the second day of 19 , or on such earlier date as the principal moneys hereby secured may become payable in accordance with the conditions undermentioned, pay to the bearer hereof, the principal sum of \$, of lawful money of Canada, and until payment of the said sum of \$ will pay interest thereon at the rate of six per cent. per annum yearly, on the second day of , both before and after maturity and before and after default. The first of such payments of interest to be made on the second day of 19 .

The company hereby charges with such payment by way of first floating charge, its undertaking and all its assets both present and future, including its uncalled capital.

This bond is issued subject to the conditions hereto annexed which are to be deemed a part hereof.

IN WITNESS whereof The Company, Limited, has caused its corporate seal to be hereto affixed and this bond

carry on the business of the company and to do all that may be necessary for that purpose. In default of any such authority, the receiver shall forthwith, or as soon as conveniently may be, proceed to sell and dispose of the business, property, and assets of the Company.

6. A meeting of bondholders may be summoned at any time:—

1. By any bondholder or bondholders holding not less than one-third of the outstanding bond debt.
2. By the directors of the company.
3. By the receiver.

Seven clear days' notice of the meeting and of the purpose for which the same is being summoned shall be given to all the bondholders.

7. A meeting of the bondholders so summoned shall have power by an extraordinary resolution to enter into any agreement with the Company to modify or release any rights of the bondholders either against the Company or against the property comprised in the security, and such resolution shall be binding on the whole body of the bondholders.

8. An extraordinary resolution for this purpose is a resolution passed at a meeting of bondholders duly convened and held at which a clear majority in value of the whole of the bondholders is present in person or by proxy, and carried by a majority, consisting of not less than three-fourths of the persons voting thereon upon a show of hands, or if a poll is demanded then by a majority consisting of not less than three-fourths of the votes given on such poll, every bondholder being entitled to one vote for every \$100 of the outstanding bond debt held by him.

9. Notice may be given to the bondholders by advertisement published in one daily newspaper in the City of Toronto, seven clear days before the date of meeting.

10. The principal moneys secured by this bond will be paid at the head office for the time being of this company in the city of Toronto. On application for payment of interest this bond must be produced, and on application for payment of principal this bond must be surrendered.

DEBENTURE Adapted for Use as Banking Security.

DOMINION OF CANADA.
PROVINCE OF

THE COMPANY, LIMITED.

(Incorporated under the Laws of the Province of Alberta,
Canada).

FIRST MORTGAGE DEBENTURE.

WHEREAS the Company, Limited (hereinafter called the Company), is now indebted to Bank of (hereinafter called the Bank) in the sum of Dollars, for debts contracted to the Bank in the course of its business.

AND WHEREAS the said debts are now past due and the Bank has demanded payment thereof, or that additional security therefor be given to it by the Company;

AND WHEREAS the Company has agreed that all moneys now due or owing by the Company to the Bank, together with interest thereon, shall be secured in the manner hereinafter set forth:

Now it is witnessed and declared in consideration of the premises as follows:—

1. The Company hereby covenants with the Bank that the Company, its successors or assigns, will on demand in writing made on the Company, its successors or assigns, pay to the Bank the balance now owing from the Company to the Bank, whether such balance is now secured by bills, notes or drafts accepted, paid, or discounted, or advances made to or for the use or accommodation of the Company, or interest charged and payable in respect of such advances, or in respect of any overdraft of the Company, and will also pay to the Bank so long as any sum of money shall be due on the security hereof interest on the balance from time to time owing at the rate of per centum per annum.

2. The Company hereby charges by way of floating security, with the payment of the moneys hereinbefore covenanted to be paid by the Company, its undertaking and all its property and assets, whatsoever and wheresoever, both present and future, including its uncalled capital; but so that the Company shall be at liberty to sell, lease, exchange, deal with, and dispose of all

its property and assets other than its freehold or leasehold hereditaments in the ordinary course of its business, but shall not, without the consent of the Bank in writing first had and received, sell, exchange, mortgage, charge or dispose of its freehold or leasehold hereditaments or any part thereof, or create or suffer to be created any mortgage, charge, or lien upon any of its property or assets so as to rank equally with or in priority to the charge hereby created.

3. The charge hereby created shall attach as a fixed charge if the Company shall go into liquidation or make default in payment of the above mentioned principal money or interest when demanded, or shall cease to carry on business or suffer an execution to be levied on its goods and chattels, or a receiver to be appointed of any part of its assets.

4. Upon realization of the charge hereby created, if any surplus remains after payment of the indebtedness hereby secured together with interest and charges, the Bank shall be entitled to apply such surplus in payment of any other indebtedness of the Company to the Bank and such surplus is hereby assigned to the Bank for such purpose.

5. The word "charges" shall include all expenses incurred by the Bank in recovering or enforcing payment of the secured indebtedness or realizing upon any securities therefor including expenses of taking possession, protecting and realizing upon the assets hereby charged, all of which with interest at the rate of seven per centum per annum calculated according to the Bank's usual custom the Company agrees to pay.

6. This security is in addition to and not in substitution for any other security now or hereafter held by the Bank.

7. This agreement shall bind and the benefit thereof shall extend to the successors and assigns of the Company and of the Bank as if they had throughout been expressly named herein.

IN WITNESS WHEREOF the Company has hereunto set its corporate seal witnessed by the hands of its proper officers.

THE

COMPANY, LIMITED,

.....

President.

.....

Secretary.

RESOLUTION of Board of Directors Creating an Issue of Bonds Passed Pursuant to General Borrowing By-law.

WHEREAS it is expedient for the purposes of the Company in the ordinary course of its business to issue its Bonds and to secure the same as hereinafter set out;

AND WHEREAS by by-law passed by the Board of Directors of this Company on the day of , 19 , the Directors of the Company were authorized from time to time to:

(a) Borrow money upon the credit of the Company in such amounts and upon such terms as may be deemed necessary;

(b) Issue bonds, debentures, debenture stock or other securities of the Company for its lawful purposes for such amounts and upon such terms as may be deemed expedient, and pledge or sell the same for such sums and at such prices as the directors shall determine;

(c) Hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures or other securities, or any money borrowed for the purposes of the Company;

(d) Give indemnities to any director or other person who has undertaken, or is about to undertake, any liability on behalf of the Company, and to secure such director or other person against loss by giving him a mortgage or charge upon the whole or any part of the real or personal property of the Company by way of security.

AND WHEREAS the shareholders of the said Company duly ratified, sanctioned and confirmed the said By-law at a special general meeting duly called and held on the day of , 19 , for the purpose of considering the said By-law.

Now THEREFORE be it resolved;

1. That the Board of Directors of , Limited, do now issue per cent. First Mortgage -Year Gold Bonds of the Company for an authorized amount of \$.

(Remaining paragraphs as in form of by-law at p. 166, authorizing issue of Bonds.)

BY-LAW Providing for an Issue of First Mortgage Bonds.

By-law No.

WHEREAS the Directors of _____ Company, Limited, deem it expedient to issue the First Mortgage Bonds of the Company to an amount not exceeding \$500,000, the same to be secured by a mortgage.

NOW THEREFORE _____ Company, Limited, enacts as follows:—

1. That this Company do issue its Bonds to an amount not exceeding in the aggregate \$500,000, and that the whole issue be divided into Bonds of the denominations of \$1,000, \$500 and \$100 each, the Bonds to be dated the first day of April, 1918, and to bear interest from the first day of April, 1918, at the rate of eight per cent. per annum, payable half-yearly on the first days of April and October in each year. The principal moneys secured by the Bonds shall be payable on the first day of April, 1923, subject to the provision for redemption in the deed of mortgage and trust securing the same, hereinafter referred to.

2. That the said Bonds shall be under seal of the Company, and shall be signed by the President or Vice-President and Secretary or Assistant-Secretary of the Company holding office at the time of signing and notwithstanding any change in any of the persons holding said offices between the time of actual signing and the certifying and delivery of the Bonds, and notwithstanding the President or Vice-President or Secretary or Assistant Secretary signing may not have held office at the date of the Bonds, or the date of the certifying and delivery thereof, the Bonds so signed shall be valid and binding upon the Company. The signature of the President or Vice-President may be engraved, lithographed or printed upon the said Bonds or any of them, and such engraved, lithographed or printed signature shall for all purposes be deemed as signed by him and valid and binding on the Company.

3. That the interest coupons attached to the Bonds shall have engraved or lithographed or printed thereon the signature of the Secretary or Assistant-Secretary of the Company, and such signature shall for all purposes be deemed to be signed by him, and shall be binding upon the Company, notwithstanding that

the person whose signature may have been so engraved or lithographed or printed is not at the date when the Bond is issued, or the coupon is presented for payment, the Secretary or Assistant-Secretary of the Company.

4. That pending the delivery of lithographed or engraved or printed Bonds, the Company may issue and the Trustee certify, in such form and in such amounts as the Trustee and the Company may approve, interim Bonds, with or without coupons, and/or interim certificates for Bonds, entitling the holders thereof subsequently to exchange the same for definitive Bonds, and pending such exchange the holders of the said interim Bonds or certificates shall be deemed to be bondholders and entitled to the benefit and security of the deed of mortgage and trust herein-after mentioned to the same extent and in the same manner as though the said exchange had been actually made.

5. That the payment of the said Bonds and interest shall be secured without preference, priority or distinction of any one Bond over the other or others, by a Deed of Mortgage and Trust in favor of Trust Company, Limited, as Trustee for the bondholders, mortgaging and charging to and in favor of the said Trustee the present and future real property of the Company by way of a first specific mortgage or charge thereof, and charging by way of first floating charge the undertaking and all the other assets, franchises and rights of the Company, whether now owned or hereafter acquired, as by reference to the said Deed of Mortgage and Trust will more fully appear.

6. That the form of Deed of Mortgage and Trust now submitted to the Board, and the forms of Bond and debenture therein set out, and all the terms, provisoes, conditions and agreements therein contained, be and the same are hereby approved and adopted, subject to such changes therein and additions thereto as the President or Vice-President and the Secretary or Assistant-Secretary may approve, such approval to be evidenced by the execution by them of such Deed of Mortgage and Trust.

7. That the President or Vice-President and the Secretary or Assistant-Secretary of the Company be and they are hereby authorized to execute the said Deed of Mortgage and Trust and Debenture, and to affix the seal of the Company thereto, and the President or Vice-President and Secretary or Assistant-Secretary of the Company and such other officers as are pro-

vided for in such Deed of Mortgage and Trust, are hereby authorized to execute the said Bonds and/or the interim Bonds and/or interim certificates for Bonds in said Deed of Mortgage and Trust provided for in the manner set out in the said Deed of Mortgage and Trust, and to affix the seal of the Company thereto; and that the proper officers be and they are hereby authorized to execute or cause to be executed, whether under the corporate seal of the Company or not, as may be necessary, all such other documents or writings as in their opinion may be necessary to carry out the issue of the said Bonds and the securing of them by the said Deed of Mortgage and Trust.

8. That the said Bonds and/or interim Bonds and/or interim certificates for Bonds when executed by the Company shall be delivered to the Trustee of the said Mortgage to be by it certified and delivered in accordance with the provisions of the said Deed of Mortgage and Trust.

9. That only such Bonds as shall bear thereon endorsed the Trustee's signature, duly signed by the officer or agent of the Trustee or by any other person appointed by it for the purpose, shall be secured by the said mortgage or entitled to any lien, right or benefit thereunder.

Passed by the Directors this day of 19 .

Witness the Corporate seal of the Company.

Unanimously confirmed by all the shareholders this day of
 19 , at a Special General Meeting called
 for the purpose of considering the same.

.....

AGREEMENT by Debenture Holders Allowing Creation of Prior Debentures.

An agreement made the _____ day of _____, 19____, between A.B. on behalf of the holders of the original debentures hereinafter mentioned, of the one part, and The _____ Company, Limited (hereinafter called "the Company"), of the other part.

Whereas the Company was incorporated in the year 19____, and has a nominal capital of \$500,000 divided into 5,000 shares of \$100 each, all of which shares are fully paid up.

And whereas the Company has made an issue of \$200,000 of debentures hereinafter referred to as the original debentures, and such debentures are secured by a trust deed (hereinafter referred to as "the existing trust deed,") dated the _____ day of _____, 19____, and made between the Company, of the one part, and _____ of the other part; and whereas the said debentures carry interest at the rate of _____ per cent. per annum payable half yearly on the _____ day of _____, and _____ day of _____; and whereas the business of the Company has not been successful, and the net revenue from such business is wholly inadequate to pay the interest on the said existing debentures; and whereas the Company is in urgent need of further funds, to the extent of \$100,000 or thereabouts, for carrying on its business, and unless such further funds can be raised the Company will have to be wound up, which would, it is apprehended, result in loss to the holders of the existing debentures; and whereas it is considered impossible to raise such further funds except upon the security of debentures ranking in point of security in priority to the existing debentures upon the footing that the rights of the holders of the existing debenture holders shall be modified as hereinafter provided, so that the Company may have an opportunity of working and developing its business and bringing it into a paying condition without depleting its resources by paying the interest on the existing debentures out of capital.

Now, therefore, it is agreed as follows:

1. The Company shall, as soon as this agreement shall have become absolute, as hereinafter provided, be at liberty to issue further debentures to the aggregate amount of \$100,000 carrying interest at such rate, not exceeding _____ per cent. per annum,

as the Company may fix, and having priority in point of charge on the undertaking and assets of the Company over the said existing debentures of the aggregate amount of \$200,000 and the securities for the same. Each of the said further debentures shall be framed in accordance with the form set forth in schedule "A" hereto.

2. The said further debentures shall be secured by a trust deed (hereinafter called "the new deed"), framed in the form set forth in schedule "B" hereto and approved of by the parties hereto, and expressed to be made between the Company, of the first part, the said _____ of the second part, and _____ of the third part, and the Trustees of the existing deed shall concur in and execute such new deed.

3. The interest on the existing debentures due the _____ of _____, 19____, shall be released, and the holders of the existing debentures shall respectively surrender to the Company to be cancelled the coupons referring to such interest.

4. This agreement shall become absolute so soon as it shall be sanctioned by an extraordinary resolution, as defined in the original trust deed, passed at a meeting of the holders of the existing debentures, as therein provided, and if it does not become absolute within thirty days from the date hereof, this agreement shall thereupon become null and void.

[5. If this agreement becomes absolute, notice thereof shall, as soon as such extraordinary resolution as is hereinafter mentioned shall have been passed, and the new deed shall have been executed, be indorsed on each of the said existing debentures, and the holders thereof shall deliver the same to the Company for the purpose of such indorsement being made accordingly.]

6. If this agreement becomes absolute, it shall take effect and operate by way of modification of the rights of the holders of the existing debentures, and of the provisions contained in the existing trust deed.

7. In consideration of the premises the Company shall use its best endeavors to procure the passing of the said extraordinary resolution, and the placing of the said \$100,000 new debentures.

As witness the common seal of the Company, and the hand of the said A.B., the _____ day, etc.

exercise of such powers and authorities under and subject to the terms and conditions and with the immunities hereinafter declared.

Now THEREFORE the parties to this Agreement do hereby declare and agree as follows:

1. Any holder of any of the said Bonds of the Company secured by the Trust Deed may deposit the same with
in the Province of Quebec,
in the Province of Ontario, or
London, E.C., England, and all such Bonds so deposited shall be held subject to the direction and control of the Committee under the terms and provisions and with the immunities herein declared. Provided that any Depositor shall be entitled after
, 19 , on presentation of his certificate of deposit and after days' notice, to withdraw any bonds so deposited.

2. Every holder who shall so deposit Bonds shall by virtue of such deposit become a party to and be bound by this Agreement.

3. Every holder depositing Bonds shall be entitled to receive from the depository a transferable certificate of deposit, and the registered holder of such certificate of deposit shall from time to time be entitled to all benefits, and be subject to all the obligations of a Depositor hereunder, in the same way and with the like effect, as if such holder had originally deposited such bonds, and shall by virtue of such transfer become a party to this Agreement.

4. To entitle a Depositor to the benefit of this Agreement the Bonds must be deposited on or before the thirtieth day of November, 19 , but the Committee may in its discretion allow Bonds to be thereafter deposited upon such terms as they may prescribe.

5. The parties of the first part shall constitute the Committee. If any member of the Committee shall die, resign, or refuse or become unable to act, then the vacancy thereby caused may be filled by the remaining members of the Committee. Any member of the Committee may resign by giving notice in writing to the Trustee, and his resignation shall thereupon be brought by the Trustee before the other members of the Com-

mittee, and shall take effect upon the acceptance of the same in writing by such other members.

6. Notwithstanding any vacancy, the remaining members of the Committee shall constitute the Committee and shall be capable of exercising all the powers and duties thereof.

7. The provisions hereof shall apply not only to the parties of the first part, but also to their successors.

8. The membership of the Committee may by the unanimous direction of all its members in writing be increased to such number as the Committee may from time to time decide.

9. For all the purposes of this Agreement the "Committee" shall mean and include the parties who for the time being constitute the Committee.

10. The Committee may in the name and on behalf of the Depositors or otherwise and subject only to the terms of this Agreement, do or cause to be done whatever the Committee in its discretion may deem expedient, necessary or proper to preserve, protect, guard, secure or enforce the rights and interests of the Depositors, and in particular, but not so as to restrict the generality of the foregoing, the Committee may in the name and on behalf of the Depositors:

(a) Direct the Trustee to enforce the security created by the said Trust Deed;

(b) From time to time give all such directions to the Trustee as they may deem expedient;

(c) Give such indemnities to the Trustee as it may from time to time require, and as the Committee may see fit to give;

(d) Commence, institute and prosecute all such actions, suits and proceedings as they may see fit, and at their discretion discontinue or consent to the dismissal of any such action, suit or proceeding;

(e) Obtain and enforce in such manner as to the Committee or its legal advisers may seem proper, any judgment or judgments which may be recovered against the Company on behalf of the Depositors;

(f) Employ such solicitors, counsel and agents from time to time as may appear to them expedient;

(g) Attend any meeting of the bondholders of the Company which may from time to time be called and give the assent of the Depositors to any matter or thing which may be proposed at such meeting, including the exercise of all or any of the powers which under the Trust Deed are exercisable by extraordinary resolution;

(h) Authorize the borrowing of money by the Trustee or the receivers appointed by them upon the security of the mortgaged premises or any part thereof, in priority to the Bonds;

(i) Purchase or acquire all or any part or parts of the mortgaged premises comprised in the Trust Deed, and utilize and turn in the deposited Bonds in or towards payment of the consideration therefor;

(j) Incorporate, promote and organize upon such terms and with such capitalization as the Committee may in their discretion think advisable, any company or companies for the acquisition of all or any part or parts of the said mortgaged premises, and transfer or cause to be transferred to any such company or companies so incorporated the whole or any part of the assets of the Company which may be acquired by them, upon such terms as to them may appear expedient;

(k) Amend, modify, add to or vary from time to time any of the provisions hereof, or which may in the opinion of the Committee be necessary for more fully and effectually protecting, securing and enforcing the rights of the Depositors, provided that no such variation, amendment, addition or modification shall be of any force or effect until assented to it in writing by the Trustee.

11. No member of the Committee shall be under any duty, obligation or liability not affirmatively expressed herein.

12. Nothing herein contained shall be construed as obliging, or compelling the Committee to exercise any power or authority by virtue hereof, but the Committee shall be at liberty to take action or refuse or omit to take action, as they in their sole discretion shall think in the best interests of the Depositors.

13. The Committee may act upon any notice, request, consent, certificate, affidavit or other paper or document believed

by them or any of them to be genuine, and to be signed by the proper party or parties, and they shall be under no liability in consequence of so acting.

14. The Committee and the individual members thereof shall be entitled to the same powers and discretions as the Trustee, and shall be entitled to the like immunities which are conferred and declared by the _____ paragraphs of the Trust Deed.

15. Any member of the Committee may act by proxy appointed in writing.

16. The Committee shall have a first lien upon the deposited Bonds and upon any property acquired by the Committee as security and indemnity for all moneys disbursed by them, and for all expenses incurred by them, as well as for their own compensation.

17. The Committee shall not, nor shall any member thereof, be under any obligation, duty or responsibility, express or implied, to any holder of Bonds of the Company who shall not become a Depositor hereunder, and no bondholder who is not a Depositor shall have any right, claim or interest whatsoever under this Agreement.

18. The Committee shall have power to appoint a Secretary, and to engage such other clerical assistance, if any, as they may deem necessary, and to provide for the remuneration of such persons out of the deposited Bonds and moneys which may come to the hands of the Committee by virtue hereof.

19. No Depositor shall be personally liable to the Committee, or to any other person, firm or corporation for the payment of any money, or for or in respect of any of the acts of the Committee, or with respect to any of the matters herein set forth.

20. No depositary of the Bonds shall be answerable or liable for any default of any officer, employee, agent or attorney selected with reasonable care, nor for any loss of the Bonds or coupons or any of them in transmission or otherwise, unless the same shall occur from its own wilful default, nor shall any such depositary be under any obligation, duty or liability not affirmatively expressed herein.

21. All statements of account which may be from to time rendered by the Committee showing their dealings with the

deposited Bonds, or the proceeds thereof, shall, after being audited by Messrs. _____, Chartered Accountants or other Chartered Accountants approved in writing by the Trustee, be binding upon all parties.

22. The certificate of deposit to be issued to the Depositors shall be in the form set forth in the Schedule hereto annexed, or in such other form as may be approved from time to time by the Committee.

IN WITNESS WHEREOF the Committee have executed these presents.

SIGNED, SEALED AND DELIVERED }
in the presence of }

FORM of Certificate of Deposit.

_____, Limited.

This certifies that _____ of _____ has deposited with the undersigned (herein called the "Depository") the following _____ per cent. First Mortgage _____ Year Sinking Fund Bonds of _____ Limited, namely:—

Bonds No. _____
for \$1,000 each

Bonds No. _____
for \$500 each

Bonds No. _____
for \$100 each

Aggregating in all Bonds for \$ _____
together with all coupons maturing on and after the first day
of _____ 191 .

The said deposit is made pursuant to the provisions of an Agreement, dated the _____ day of _____ 191 , and the registered holder hereof for the time being becomes a party to and is entitled to the benefits of, and is bound by the provisions of such Agreement. Copies of such Agreement may be

seen at the offices of _____ Trust Company, Montreal;
 Trust Company, Toronto, and _____ Bank
 London, E.C., England.

This certificate is transferable only by the registered holder
 by an assignment endorsed hereon, and surrender hereof to the
 Trust Company, at Montreal, who will there-
 upon issue a new certificate or certificates to the transferee.

Dated this _____

FORM OF ASSIGNMENT.

For value received I hereby sell, assign and transfer to
 of _____ all my right, title and
 interest in and to the within certificate and the Bonds and cou-
 pons therein mentioned, and all benefits accruing thereon, and
 request the _____ Trust Company to issue a new
 certificate to such transferee.

Dated the _____ day of _____ 191 .

Witness:

PROXY to Vote at Bondholders' Meeting.

I, (We) _____ of _____ being the depositor of
 6% First Mortgage _____-Year Gold Bonds of the
 Corporation, Limited, mentioned in the attached certificate of
 deposit hereby appoint _____ as my (our) proxy to
 vote for me (us) or on my (our) behalf at the meeting of the
 holders of the 6% First Mortgage _____-Year Gold Bonds of the
 said Company and convened pursuant to the notice in that
 behalf to be held on the _____, 1919, or at any adjourn-
 ment thereof.

Dated _____, 1919 .

Witness _____ Signature _____

CERTIFICATE of Deposit.

The undersigned Chartered Bank (or Trust Company)
 hereby certifies that at the date hereof _____ of the City
 of _____ had on deposit with the undersigned (or

exhibited to the undersigned) the following 6% First Mortgage
-Year Gold Bonds of Corporation, Limited,
secured by deed of Mortgage and Trust dated March, 19
between the Corporation, Limited, and
Trust Company, Limited, as Trustee; that is to say:

| Amount. | Par Value. | Distinguishing Number. |
|---------|------------|---------------------------|
|---------|------------|---------------------------|

Dated at this day of 1919.

To be signed by the Manager or other
authorized officer of the Bank (or
Trust Company).

Signature

AGREEMENT by Bondholders to Co-operate.

An Agreement made this day of ,
between A.B., of , on behalf of himself and others
the other holders of Bonds of The Cuban Colonization, Etc.,
Company (a Company incorporated, etc., and hereinafter called
"The Cuban Company"), of the one part, and The
Corporation (hereinafter called "The Corporation"), of the
other part; whereas the Cuban Company issued a series of first
mortgage Bonds of a par value of \$2,000,000, and such Bonds
are still outstanding and unredeemed; and whereas the Cuban
Company has become involved in financial difficulties, and has
made default in payment of the interest on the said Bonds and
its undertaking is now in the hands of a receiver appointed in
an action of, etc., and whereas the bulk of the said Bonds are,
it is believed, held by persons residing in Ontario.

AND WHEREAS it is necessary to take steps to protect the
interests of the holders of the said bonds, and with a view that
it is desirable to procure the co-operation of all the bondholders
or the bulk of them; and whereas the Corporation is willing to
act as Trustee for the purposes thereof.

Now, therefore, it is agreed as follows:—

1. In these presents:

"The Bonds" means the Bonds aforesaid;

"Bondholder" means a holder of any of the Bonds;

"The certificates" means the certificates issued under clause 4 hereof and for the time being outstanding;

"The certificate holders" means the holders for the time being of the certificate.

2. Each bondholder who ratifies this Agreement is forthwith to deposit his bonds with the Corporation upon the footing of this Agreement, and is to receive in return a certificate as hereinafter provided.

3. The object of the deposit and registration of the Bonds of the within-mentioned series is to invest, and a party depositing and registering the same is to be regarded as thereby investing the Corporation with the following powers, that is to say:—

(a) To act as if it were the absolute owners thereof and to exercise all rights and powers extending to the ownership of such Bonds.

(b) In particular, without derogating from the generality of the foregoing power, to advance and support claims and enforce the rights of the bondholders; to negotiate, conclude, and carry out any compromise with the Cuban Company; to prosecute, defend, and compromise legal or other proceedings in relation to the Bonds; to concur in referring any question to arbitration, and to carry out any awards; to bid at any sale or sales of the mortgaged property, and in the event of the Corporation becoming a purchaser, to manage, work, and reorganize the same; to lodge the Bonds deposited with any banker, broker, lawyer, or safe deposit company or agent in Ontario or Cuba; to sell or exchange the Bonds deposited for cash or for shares, Bonds, debentures, or other securities; to sell, lease, or concur in any sale or lease of the property mortgaged; to release, postpone or modify the mortgage or charge securing the Bonds; to concur in any reorganization, reconstruction, or arrangement; to appoint and employ agents, legal and other advisers, and assistants, and, if thought fit, to adopt and act on their advice; to apply to any municipalities, authorities, or governments for any rights, powers, interests, or privileges, and for any legislative or governmental decrees; and to receive and give discharges for any money or securities receivable in respect of the said Bonds, whether according to the tenor thereof or according to any such arrangement or com-

promise as aforesaid or otherwise, and to apply and disburse any such moneys or securities according to the rights of the bondholders; and generally to act in all things as the Company may think expedient in the interests of the certificate holders.

(c) To delegate any of the said powers and authorities and discretions to any person or persons, or company or companies, and on such terms and in such manner as to the Company may from time to time seem expedient.

4. In order to provide the necessary funds for the purposes hereof, a cash contribution, equal to 1 per cent. of the nominal amount of the Bonds deposited, must be paid by each Depositor upon making the deposit; and if the Corporation shall at any time, by writing under its seal, certify that more funds are required for the purposes of the Company, then the Corporation may raise such further funds on the security of the Bonds, at such rate of interest, not exceeding per cent., as the Corporation may arrange; and the Company may pay off such advances out of any moneys arising from the Bonds; and before any Bond can be withdrawn by the holder of the certificate representing the same, he must, if so required, pay to the Company a proportionate part of such further assessment.

5. The Corporation is to issue to each depositor a certificate representing each Bond deposited by him, and entitling the bearer to the rights arising from the deposit, subject to these conditions; and each certificate holder shall be bound at any time, and from time to time, on notice from the Corporation, to execute such power of attorney and other authority in favor of the Corporation, or any nominee or nominees of the Corporation, as the Corporation may require.

6. The contributions and advances aforesaid shall be applied by the Corporation in manner following, that is to say:

(1) To the payment of the past and future expenditure of the Corporation, of and incidental to, or connected with, the deposit of the Bonds, and of the doing of all such things as the Corporation may think it expedient to do in the interests of the Certificate Holders.

(2) To the payment of the remuneration of the Corporation.

(3) Any surplus shall, when the duties of the Corporation in relation to the Bonds shall have been completed, be divided amongst the Certificate Holders in proportion to the amount of the Bonds represented by certificates held by them respectively.

7. The Corporation shall be entitled to such remuneration for its services in relation to these presents as it shall determine, not exceeding one-half per cent. of the nominal value of the Bonds deposited.

8. The Corporation may at any time convene a meeting of the Certificate Holders. At least ten days' notice by advertisement in three Toronto and three Montreal daily newspapers shall be given of such meeting. A quorum of any such meeting shall be at least fifteen persons holding certificates representing a total amount of at least \$300,000 of the Bonds deposited.

9. At every such meeting the bearers of the certificates aforesaid shall be regarded as exclusively entitled to vote in respect of the Bond or Bonds represented thereby, and upon the voting every \$100 of principal owing in respect of any such Bond or Bonds shall confer one vote on the corresponding Certificate Holder.

10. A general meeting of Certificate Holders convened as aforesaid shall have full power by resolution passed by a majority of the votes given upon the question to sanction and approve any course of action which the Corporation may recommend.

11. If a poll is demanded, it shall be taken in such manner and at such time and place as the chairman of the meeting directs, and either at once or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

12. The chairman of any such meeting may, with the consent of the meeting, adjourn the same from time to time, and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished from the meeting at which the adjournment took place.

13. Any poll duly demanded on the election of a chairman of a meeting, or on any question of adjournment, shall be taken at the meeting without adjournment.

14. Notice to the Certificate Holders, or any of them, may be given by four insertions of a notice in three Toronto and three Montreal daily newspapers, and shall be deemed to be served on the day following that on which the last of such advertisements shall be published.

15. Minutes of all resolutions and proceedings at any meeting of the Certificate Holders, shall be made and duly entered in books to be provided by the Corporation, and any such minutes, if purporting to be signed by the chairman of the meeting, at which such resolutions were passed, or proceedings had, shall be conclusive evidence of the matters therein stated; and until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat, or proceedings had, to have been duly passed and had.

16. The Corporation does not guarantee the genuineness of the Bonds, in respect of which the certificates are issued, and it reserves to itself the right to call in any certificate upon returning to the holder of such certificate the Bond or Bonds deposited with it, and the Corporation shall not be bound to assign any reason for exercising the power so reserved.

17. The certificate in each case is to be regarded for all purposes as a negotiable instrument, and as conclusively evidencing the title of the bearer for the time being, and from time to time the Bond or Bonds therein mentioned, and all persons are invited by the Corporation and the owners thereof to act on that footing, and neither the Corporation nor any holder, or Depositor, shall be affected by any notice to the contrary, and no Depositor or holder shall be required or liable to deliver up, or otherwise deal with such Bond or Bonds, except upon the terms hereof, and the Certificate Holder is not to be at liberty to withdraw his Bond or Bonds until the Corporation shall have certified in writing, under its seal, that its duties in relation to the Bonds are complete.

18. This agreement is conditional on its being ratified in writing by the holders of all the Bonds, or by the holders of such proportion, being not less than one-fourth in value thereof, as the Corporation may consider sufficient, and if this Agreement

does not become absolute before the _____ of _____, it shall on that day become void, and the deposited Bonds shall be returned to the Certificate Holders on demand.

In witness whereof, etc.

BOND MORTGAGE—Agreement for Modification.

THIS INDENTURE made, in triplicate, this sixth day of April, one thousand nine hundred and fifteen,

BETWEEN:

THE _____ COMPANY, LIMITED (hereinafter called the "Company"),
OF THE FIRST PART;

AND

TRUST COMPANY, LIMITED (hereinafter called the "Trustee"),
OF THE SECOND PART.

WHEREAS by Indenture of Mortgage bearing date the twenty-fifth day of _____, 19____, and made between the parties hereto, the said Company did for the purpose of securing payment of the three hundred and fifty thousand dollars Bonds secured by the said Mortgage, grant, mortgage, charge and confirm their real estate and other assets as set out in said Mortgage.

AND WHEREAS the said Company have issued in connection with the Bonds secured by the above mentioned Mortgage, two hundred and fifty thousand dollars of said Bonds, the other one hundred thousand dollars of same remaining unissued.

AND WHEREAS default has occurred under the said Mortgage, or under the said Bonds, by the non-payment of the interest on said Bonds which fell due on the first day of October, 19____.

AND WHEREAS in pursuance of the terms of said Mortgage, the above mentioned Trustee was requested to call a meeting of the holders of the issued bonds secured by said Mortgage.

AND WHEREAS in pursuance of said request, the said Trustee did pursuant to and in accordance with the terms of said

Mortgage, duly call a meeting of said Bondholders on the day of _____, 19 ____.

AND WHEREAS at the said meeting of said Bondholders there was represented one hundred and thirty-six thousand eight hundred dollars (\$136,800.00) of Bonds, either in person or by proxy.

AND WHEREAS a Resolution was passed at the meeting of said Bondholders to the following effect:—

“That the Bondholders of The _____ Company, Limited, in meeting assembled, at the office of _____ Trust Company, Limited, on the _____ day of _____, 19 ____, in pursuance of the Notice calling such meeting, do hereby pass an extraordinary Resolution sanctioning modifications and compromises of the rights of the holders of the Bonds against the Company and against its property to the extent necessary to (a) waive the default that has occurred under the said Deed of Mortgage, or under the said Bonds, by the non-payment of the interest on said Bonds due on October 1st, 19 ____; (b) postpone payment of the interest on said Bonds which matured on the first day of October, 19 ____, and which will mature on the first days of April and October in the year 19 ____, and the first day of April, 19 ____, until the first day of October, 19 ____, unless in the meantime the Directors of the Company see fit to pay such overdue interest, or until such time as the Directors pass a Resolution that in their opinion the Company should be wound up, and upon such Resolution being passed, then all the rights of the Bondholders to proceed under the Trust Mortgage shall revive and the Bondholders may proceed to foreclose their Mortgage; (c) postpone payment of the amount required to be paid by the Company to the Trustees on the first day of October, 19 ____ and 19 ____, for the purpose of a Sinking Fund, until the first day of April, 19 ____; (d) authorizing and directing _____ Trust Company, Limited (the Trustee), and all other necessary parties to concur in and execute all documents for giving effect to the above modifications, variations and compromises.”

AND WHEREAS it has been found necessary that this Agreement should be entered into for the purpose of amending said Mortgage, so far as same requires to be amended on account of the above Resolution being passed.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and the mutual agreement herein made, and in pursuance of the above Resolution duly passed by the Bondholders at the above mentioned meeting, it is hereby agreed by and between the parties hereto in manner following, namely:— That the said mortgage first above recited shall be and the same is hereby amended as follows:—

(a) The payment of the interest due under the said Deed of Mortgage, or under the said Bonds, on the first day of October, 19 , is hereby postponed until the first day of October, 19 .

(b) The payment of the interest which matured on the first day of April, 19 , and which will mature on the first day of October, 19 , and on the first day of April, 19 , is hereby postponed until the first day of October, 19 , unless prior to said last mentioned date the Directors of the said Company see fit to pay such overdue interest, or until such time as the Directors of the said Company pass a Resolution that in their opinion the Company should be wound up, and upon such Resolution being passed, then all the rights of the Bondholders to proceed under the Trust Mortgage shall revive and the Bondholders may proceed to foreclose said Mortgage, and in such event, this Agreement shall be deemed to be cancelled and of no avail.

(c) The payment of the amount required to be paid by the Company to the Trustee on the first day of October, 19 and 19 , for the purpose of a Sinking Fund is hereby postponed until the first day of April, 19 .

IT IS HEREBY UNDERSTOOD AND AGREED that the said Mortgage of the day of , 19 , is in all respects, save as same is hereby amended, to be in full force, virtue and effect.

THIS AGREEMENT IS ENTERED into by and between the parties hereto on behalf of themselves, their and each of their respective successors and assigns.

IN WITNESS WHEREOF, etc., said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered }
in the presence of }

of two years each of the annual payments for the redemption of Bonds, that is to say: the sum of \$250,000, payable during the year ending the 1st of February, 1919, and each of the several sums of \$500,000 each, payable annually to the Trustee during the year ending each successive 1st day of February after the 1st day of February, 1919.

2. The Trustee, pursuant to instructions contained in the aforesaid extraordinary resolution or extraordinary resolutions, hereby waives the default of the Corporation in payment of the sum of \$250,000 payable by the Corporation to Trust Company, Limited, during the year ending 1st February, 1919.

3. This Indenture shall be read with the principal Indenture, and the principal Indenture shall be construed with this Indenture as if all the provisions hereof were contained in the one deed.

IN WITNESS WHEREOF the parties have hereunto affixed their Corporate Seals by the hands of their proper Officers in that behalf.

RELEASE of Trust Deed and Reconveyance.

To all to whom these presents shall come
Trust Company, Limited, a body corporate (hereinafter called the "Trustee,") whose Head Office is at the City of Toronto, in the County of York, in the Province of Ontario,

SENDS GREETING:

WHEREAS in and by a certain indenture of mortgage bearing date the 31st day of July, 1905, and made between the Power Company, Limited, hereinafter called "the Company" of the one part and the Trustee, of the other part, the Company did, subject to a proviso for the redemption thereof in the said indenture contained, convey and confirm to the Trustee, its successors and assigns, certain lands and premises and certain personal property and franchises in the said indenture, and in the schedule thereto more particularly described to secure the repayment to the holders of Bonds issued or to be issued by the Company, to the extent of sixty thousand dollars of the par value of such Bonds, together with the interest to accrue due thereon according to the terms of the said indenture.

**CONVEYANCE where Mortgaged Premises have
been Sold.**

THIS INDENTURE made this day of one
thousand nine hundred and .

BETWEEN :

The Trusts Corporation and
Trust Company, Limited, Trustees, Mortgagees
under a certain indenture of mortgage, dated the
day of 19 , made between the
the Company and the
Trusts Corporation and

Trust Company, Limited, which
mortgage was registered as number in the
Registry Office for the Eastern Division of the City
of Toronto (hereinafter called the "Trustees")
Of the First Part,

and

The Company, Limited (hereinafter
called "the Party of the Second Part"),
Of the Second Part.

WHEREAS by indenture of mortgage dated the day
of 19 , and registered in the Registry Office
for the Eastern Division of the City of Toronto, as number
14183 P and made between the Company, therein
called the Company Mortgagees and the above mentioned Trust-
tees, therein called the Trustees Mortgagees, the said the

Company, granted and conveyed to the above men-
tioned Trustees, as trustees, to secure certain bonded indebted-
ness, all the property real and personal rights, privileges and
franchises then owned or thereafter acquired by the

Company (including future earnings and avails of
the said Company), including amongst other things all that
certain parcel of land situate in the said City of Toronto com-
posed of [here insert description], upon the trusts in said
indenture of mortgage above mentioned.

AND WHEREAS all of the Bonds secured by the above men-
tioned mortgage together with the coupons issued therewith
have been delivered up to be cancelled;

AND WHEREAS the said party hereto of the second part is now the owner of said lands and premises.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of one dollar now paid by the party hereto of the second part (the receipt whereof is hereby acknowledged), the said parties hereto of the first part do hereby grant, bargain, sell, assign, transfer, and set over unto the party hereto of the second part its successors and assigns forever, all of the above mentioned property real and personal, granted, bargained, sold, assigned, transferred and set over to the above mentioned parties of the first part by the said above recited Indenture of Mortgage.

IT IS HEREBY UNDERSTOOD AND AGREED that nothing herein contained shall be taken as a covenant express or implied on the part of the parties hereto of the first part or either of them for any cause, matter or thing whatsoever.

IN WITNESS WHEREOF the said parties hereto of the first part have hereunto affixed their respective Corporate Seals, under the hands of their respective proper officers in that behalf.

—

NOTICE of Meeting of Bondholders Called for Purpose of Consenting to Modification of Security.

Corporation Limited.

Notice is hereby given that a meeting of the holders of six per cent. first mortgage 15-year Gold Bonds of Corporation Limited, secured by Deed of Mortgage and Trust, dated 19 , in favor of Trust Company, as Trustee, will be held at the office of Trust Company, , Toronto, on , the day of , 19 , at twelve o'clock noon, for the purpose of considering, and if thought fit, passing as an extraordinary resolution or extraordinary resolutions pursuant to the provisions of the said Deed of Mortgage and Trust, the following resolutions:—

WHEREAS Corporation Limited, herein-after called "the Corporation"

AND WHEREAS the Corporation has requested the holders of the six per cent. first mortgage 15-year Gold Bonds secured by

Deed of Mortgage and Trust, dated _____, 19____, and made between the Corporation and _____ Trust Company, Trustee, to postpone for a period of two years the times respectively limited in and by the said Deed of Mortgage and Trust for payment of the sum of \$250,000 payable to the Trustee for the redemption of Bonds during the year ending 1st February, 1919, and also of each of the several sums of \$500,000 each payable annually to the Trustee for the redemption of Bonds during the year ending each successive 1st day of February after the 1st day of February, 1919.

AND WHEREAS it is not expedient to enforce or insist upon payment of the said annual sums for the redemption of Bonds until the Corporation has completed the construction of its plant and commenced the manufacture of _____;

AND WHEREAS the Corporation has proposed to change the provisions of the said Deed of Mortgage and Trust in the manner hereinafter provided;

NOW THEREFORE BE IT RESOLVED:

1. That this meeting of the holders of the six per cent. first mortgage 15-year Gold Bonds of _____ Corporation Limited hereby consent and agree to postpone for a period of two years each of the annual payments for the redemption of the said Bonds, that is to say: the sum of \$250,000 payable during the year ending 1st February, 1919, and each of the several sums of \$500,000 each payable annually to the Trustee during the year ending each successive 1st day of February after the 1st day of February, 1919.

2. That this meeting of the said bondholders hereby sanctions the modification and compromise of the rights of the holders of the said bonds against the Corporation necessary to give effect to the said postponement.

3. That this meeting of bondholders hereby assents to the following change in the provisions contained in the said Deed of Mortgage and Trust, that is to say: that the figures "1919" in the _____ clause of the said Deed of Mortgage and Trust be struck out and that the figures "1921" be substituted therefor.

4. That _____ Trust Company be and it is hereby instructed to waive the default of the Corporation in payment of the sum of \$250,000 payable by the Corporation to _____ Trust Company during the year ending 1st February, 1919.

5. That Trust Company be and it is hereby authorized to concur in and to execute a Deed of Trust supplemental to the said Deed of Mortgage and Trust for the purpose of giving effect to this resolution.

This notice is given pursuant to the provisions of the said Deed of Mortgage and Trust to the intent that any resolution passed at the said meeting shall, if passed by the requisite majority, be binding upon the minority to the same extent as if such minority had concurred therein, whether present or not at the said meeting.

The said Deed of Mortgage and Trust, amongst other things, provides that:—

The amount of Bonds transferable by delivery held by any person attending the said meeting, the number of bonds held by such person, the date of his holding same, may be proved by certificate, issued by any Trust Company, Bank or other Depository, whose certificate the undersigned Trustee may think to be satisfactory, showing that at the date therein mentioned such person had on deposit with (or exhibited to) such depository the Bonds numbered and described in such certificate, and such Bonds, for the purpose of action by the Trustee on the faith of such certificate, shall be conclusively deemed to be held as certified during the two calendar months ensuing the date of such certificate.

The ownership of registered Bonds shall be proven by the book for the registry of such Bonds as provided in the said Deed of Mortgage and Trust.

At the said meeting a bondholder may act either in person or by a proxy or attorney duly constituted.

Dated at this , 19 .

Trust Company.

RESOLUTION of Directors for Delivery of Bonds by Trustee.

BE IT RESOLVED that Trust Company, Limited, be and it is hereby requested to deliver the Bonds secured by deed of trust and mortgage in favor of the Trust Company, Limited, dated April 1st, 1918 (securing an issue of

\$500,000 eight per cent. First Mortgage Five-year Sinking Fund Bonds), and /or interim Bonds and /or interim certificates, when signed by the Company and certified by the Trustee, to the Company, Limited, or its order."

RESOLUTION of Directors Covering Orders for Delivery of Bonds.

BE IT RESOLVED that orders for delivery of the Bonds secured by deed of mortgage and trust in favor of the Trust Company, Limited, dated April 1st, 1918 (securing an issue of \$500,000 eight per cent. First Mortgage Five-year Sinking Fund Bonds), and /or interim Bonds, and /or interim certificates, may be given by the Company signed on its behalf by the Treasurer or by the Secretary.

**KEEPING BOOKS out of the Province of Ontario.—
Petition.**

TO HIS HONOUR THE LIEUTENANT-GOVERNOR OF THE PROVINCE OF ONTARIO IN COUNCIL.

The petition of _____ Limited,

HUMBLY SHEWETH:

1. That _____, Limited, was incorporated under the Ontario Companies Act by Letters Patent under the Great Seal, bearing date the _____ day of _____, 19____, with a nominal capital of \$ _____, divided into _____ shares of \$ _____ each, of which _____ shares are issued and paid up.

2. That _____, Limited, is actively engaged in mining operations in the Province of Ontario (or as the case may be). That the bulk of the shareholders live without the Province of Ontario, viz., _____ shareholders out of a total of _____ shareholders, holding _____ shares out of a total of _____ shares issued.

3. That _____, Limited, has authority under its letters patent to hold meetings out of the Province.

4. That _____, Limited, is not in arrears in making its annual returns.

5. That it is a matter of convenience to have the books of the Company removed from the Province of Ontario.

6. That the said Company has authorized the passing of a By-law authorizing the application for an order-in-council relieving the Company from the provisions of sub-sections 1 and 2 of section 119 of the Ontario Companies Act.

7. That the said Company has executed the attached power of attorney and bond and consent to the winding-up of the Company.

Your petitioner, therefore, prays that it may be relieved from the provisions of section 119 of the Ontario Companies Act.

And your petitioner as in duty bound will ever pray.

Dated at _____ this _____ day of _____, 19____.
Witness:

LIMITED,

.....
President.

.....
Secretary.

AFFIDAVIT Verifying Signatures.

PROVINCE OF ONTARIO,)
County of _____)
To WIT:)

IN THE MATTER OF the petition of _____, Limited, for permission to keep its books out of the Province of Ontario:
And in the matter of the Ontario Companies Act, R. S. O. 1914, chapter 179 and Amending Acts.

I, _____, of the City of Toronto, in the County of York, make oath and say:—

1. THAT I was personally present, and did see _____ the President, and _____, the Secretary of the said Company, sign and seal with the Company's Common Seal the Petition hereto annexed to this my Affidavit.

2. THAT I know the said parties.

3. THAT the signatures " " and " " are the true signatures of the said parties.

4. THAT the signature " ," attesting the signatures hereto named is the true signature of me, this deponent.

5. That the impression of the seal affixed to the said petition is that of the corporate seal of the said company.

SWORN before me at the ,

City of Toronto, in the County of " , this day of , A.D. 19 .

A Notary Public.

AFFIDAVIT Verifying Petition.

PROVINCE OF ONTARIO,
To WIT:

IN THE MATTER OF an application of Limited, for permission to keep its books out of the Province of Ontario:
And in the matter of the Ontario Companies Act H. S. O. (1914), chapter 179 and Amending Acts.

We, of , and of , make oath and say that:—

1. We are the President and Secretary, respectively, of the above-named Company, and as such have knowledge of the matters herein deposed to.

2. We have read over the annexed petition marked exhibit "A." and the statements therein made are true and correct.

Sworn, etc.

STATUTORY DECLARATION Proving By-law Lawfully Passed.

PROVINCE OF ONTARIO }
To WIT: } IN THE MATTER OF, etc.

I, etc.

1. Annexed hereto and marked exhibit "A" is a duly certified copy of by-law No. of , Limited, authorizing an application to the Lieutenant-Governor in Council for permission to keep its books out of the Province of Ontario, duly certified under the Company's corporate seal, as witnessed by the signatures of the President and Secretary, the duly appointed officers in that behalf.

2. The said by-law has been lawfully passed by the directors and confirmed by a vote of the shareholders, present or represented by proxy at a general meeting duly called for considering the same by notice, specifying the terms of the By-law to be confirmed, and holding not less than two-thirds of the issued capital stock represented at such meeting.

3. Annexed hereto and marked exhibit "B" is an extract from the proceedings of the said meeting of shareholders held with respect to the passage and sanction of the said By-law duly certified by the proper officers of the Company.

4. Under the general by-laws of the said Company, the requirements in regard to the calling of general meetings of the shareholders and the giving of notice thereof, are set out in By-laws Nos. and , duly certified copies of which are hereto annexed and marked exhibit "C."

5. Pursuant to such By-laws a special general meeting of the shareholders was called for the day of , 19 , and notice thereof given by registered letter duly addressed, and mailed to each shareholder of the said Company, to the last address of such shareholder appearing in the books of the Company. A certified copy of the said notice is hereto annexed and marked exhibit "D."

CERTIFIED COPY of By-law.

Exhibit "A."

LIMITED.

By-law No. .

Be it enacted that application be made to His Honour the Lieutenant-Governor in Council, of the Province of Ontario, to relieve this Company from the provisions of section 119 of the Ontario Companies Act, and that the Company may be permitted to keep its books outside of the Province of Ontario.

And be it further enacted, that the President and Secretary of the Company be and they are hereby authorized and instructed to make formal petition on the Company's behalf to the Lieutenant-Governor in Council for the purposes aforesaid, and that they do sign, execute and attach the Company's seal to the said petition and all other documents which may be requisite for the purpose of securing the permission aforesaid.

We, the undersigned, hereby certify that the above is a true copy of by-law No. of the above Company.

Dated at
this day of , 19 . }

.....
President.

.....
Secretary.

(Corporate Seal)

CERTIFIED COPY of Proceedings.

Exhibit "B."

LIMITED.

"By-law No. , authorizing the President and Secretary to make application for permission to keep the books of the Company out of Ontario, as passed by the Board of Directors, at a meeting held on the day of , 19 , was read, and on motion by Mr. , seconded by Mr. , and carried unanimously, the said By-law was approved, ratified and confirmed."

We, the President and Secretary respectively of Limited, hereby certify that the foregoing is a true copy of the

proceedings at the meeting of shareholders of the above Company, held on _____ day of _____, 19____, with respect to the passage and sanction of the said by-law.

.....
President.

(Corporate Seal).

.....
Secretary.

NOTE.—A certified extract from the general by-laws of the Company as to calling of meetings and a certified copy of the notice of the meeting are also required to be annexed as exhibits "C" and "D" to foregoing declaration.

A power of attorney, and consent duly verified are also required. Forms similar to those required for an extra provincial corporation may be used. See pp. 272 ff.

CONSENT to the Winding-up of the Company (Departmental Form).

After application made to the Provincial Secretary of the Province of Ontario, by any person entitled thereto for the inspection of such of the books of _____, hereinafter called "the Company," as are mentioned in sections 118 and 124 of the Ontario Companies Act, and upon the failure of the Corporation to comply with all proper and reasonable directions for such inspection, which may, upon due notice to the Corporation, be made by the said Provincial Secretary, and upon its appearing to the satisfaction of a Judge of the Supreme Court of Ontario, upon a petition in that behalf presented by such persons applying as aforesaid upon due notice to the Corporation that such person has suffered substantial loss or damage by reason of such failure, the Corporation doth hereby consent to an order of such Judge for winding up the Corporation.

IN WITNESS WHEREOF the Corporation has caused its Corporate Seal to be affixed hereto by the hands of its proper officers in that behalf, this _____ day of _____, 19____.

By

Witness:

.....
President.

(Seal).

.....
Secretary.

BOND (Departmental Form).

WHEREAS section 119 of "The Ontario Companies Act," provides that the books therein referred to shall be kept at the head office of the Corporation within Ontario, whether the Company is permitted to hold its meetings out of Ontario or not.

AND WHEREAS the said section 119 further provides that, upon the conditions therein mentioned, the Lieutenant-Governor in Council may relieve any Corporation permitted to hold its meetings out of Ontario from the provisions of the said section 119, upon such terms as he may see fit, necessity therefor being shown and adequate assurance given that such books may be inspected within Ontario by any person entitled thereto after application for such inspection to the Provincial Secretary.

AND WHEREAS the Corporation hereinafter mentioned, being a Corporation permitted to hold its meetings out of Ontario, has by its petition in that behalf prayed that it may be relieved from the provisions of the said section 119.

AND WHEREAS the Provincial Secretary of the Province of Ontario has directed that, as a condition of granting the said relief, these presents be executed by the said Corporation.

NOW THEREFORE THESE PRESENTS WITNESS that is held and firmly bound unto the Provincial Treasurer of the Province of Ontario for the time being in the penal sum of Five Hundred Dollars (\$500), to be paid to said Provincial Treasurer for the time being, or to any person who may be entitled, upon assignment from the said Provincial Treasurer for the time being, to recover the sum hereby secured, for which payment well and truly to be made binds itself, its successors and assigns, firmly by these presents.

IN WITNESS WHEREOF has caused its Corporate Seal to be affixed hereto by the hands of its proper officers in that behalf, this day, 19 .

By

Witness:

.....
President.

.....
Secretary.

(Corporation Seal).

THE CONDITION OF THIS OBLIGATION IS SUCH that if doth at all proper times allow the books mentioned in section 119 of "The Ontario Companies Act" aforesaid to be inspected by any person entitled thereto as the Provincial Secretary of the Province of Ontario may direct from time to time by due notice to the said Corporation, after application to him by such person for such inspection, then this obligation is to be void, otherwise to remain in full force and virtue.

BOOK DEBTS.

GENERAL ASSIGNMENT OF BOOK DEBTS, ETC.

Canada,

TO THE BANK OF

19

The undersigned (herein called the "Customer"), for valuable consideration, hereby assigns and transfers to the Bank of (herein called the "Bank") all debts, demands and choses in action now due, owing or accruing due or which may hereafter become due or owing to the customer in connection with any trade or business now or hereafter carried on by the customer, or on any policy or contract of insurance against loss by fire, water or otherwise, to the real or personal property of the customer; and also all contracts, bills, notes, lien notes, books of account, letters, invoices, papers and documents in any way evidencing or relating to, or which may be received as security for or on account of any such debt, demand or chose in action, and also all judgments, chattel mortgages, mortgages or other securities for payment of the same or any of them, and also all other rights and benefits which are now or may hereafter become vested in the customer in respect of the said debts, demands and choses in action and every of them, with power at the cost of the customer, to collect, dispose of, realize or enforce any of the premises hereby assigned at such time and in such manner as may be deemed advisable by the Bank and either in its own name or in the name of the customer without notice to the customer and without prejudice to the enforcement of any rights the Bank may hold against other parties or to the claim of the Bank on the customer for any deficiency. Upon a sale the Bank shall have the right to buy in the whole or any portion of the debts, demands and choses in action offered for sale and the customer's rights therein shall thereupon be extinguished.

And it is hereby declared that after deducting all costs, charges and expenses incurred in collecting and realizing upon the premises hereby assigned, including all proper and reasonable commissions therefor, the amount received by the Bank shall be applied upon and in reduction of the indebtedness now or hereafter existing by the customer to the Bank, it being further declared that this shall be a continuing collateral security to the Bank without impairment or novation of any other existing or future security and shall operate as a general security for all indebtedness, present or future, of the customer to the Bank, so long as the customer shall remain indebted to the Bank, or shall continue to be receiving advances from the Bank; but the customer may at any time, upon payment of all indebtedness, call for a cancellation hereof.

And it is further declared that the Bank or its assigns shall not be bound to realize upon any of the premises hereby assigned, and that they shall not be liable or responsible for any loss or damage which may accrue in consequence of their negligence or the negligence of any officer, servant, agent, solicitor, counsel or other attorney or substitute employed in the collection or realization thereof. Until this authority shall be withdrawn by the Bank the customer shall act as the agent of the Bank for the collection and enforcement of the debts, demands and choses in action hereby assigned, duly accounting as a trustee to the Bank for all moneys so received.

The customer will make, do and execute any further act, assignment, matter or thing which may by the Bank or any officer or solicitor thereof, or its assigns, be from time to time required for the more effectually vesting said premises in the Bank or its assigns, or collecting, enforcing or realizing thereon, and the Bank and the manager, or acting manager for the time being at its branch, are and each of them is hereby irrevocably empowered to execute in the name of the customer or the representative of the customer, any assignment, instrument or other document for said purpose.

From time to time, upon request, a complete list of all accounts receivable, and other premises subject to the provisions hereof, shall be furnished to the Bank.

As witness the corporate seal of the customer attested by the hands of its proper officers in that behalf.

SPECIFIC MORTGAGE of Book Debts.

An agreement made the _____ day of _____ 1 _____, between the _____ Company, Limited (hereinafter called "the Company,") of the one part, and the Bank of _____ (hereinafter called "the Bank"), of the other part. Whereas the company is indebted to the bank in considerable sums on its current account with the bank, And whereas the bank has required the Company to give security in respect of the said current account and otherwise as is hereinafter expressed. Now it is hereby agreed as follows:—

1. That the company hereby charges all its present and future book debts with the payment to the bank of all moneys for the time being owing to the bank by the Company on the said current account or otherwise, whether the liability in respect of such moneys shall have been incurred by the Company before or after the date hereof, and whether matured or not, and whether incurred by the Company alone or jointly with others, and whether as principals or sureties, and whether absolute or contingent, including liabilities in respect of advances and in respect of cheques, bills, notes, and other negotiable or non-negotiable instruments drawn, accepted, indorsed, or guaranteed and in respect of interest, commission, and other usual banking charges.
2. The said charge shall be a specific charge and not a floating charge.
3. The interest mentioned in Clause 1 hereof shall be at the rate of _____ per cent. per annum with half-yearly rests.
4. The Company shall, as far as practicable, cause all moneys from time to time payable to it in respect of the premises hereby charged to be paid to the bank, and if any moneys, cheques, bills or notes shall from time to time be received by the Company in respect of the premises, the Company shall hold the same in trust for the bank, and shall pay the same into the bank forthwith.
5. The Company shall from time to time, and at all times during the continuance of the security, at the request of the bank, furnish to the bank all such particulars of the book debts hereby charged as the bank shall require.

6. The bank itself may at any time in the name and on behalf of the Company, assign to the bank absolutely all or any of the premises hereby charged, and the Company hereby appoints the bank its attorney for such purpose.

7. All moneys received by the bank under clause 4 hereof, or under any assignment aforesaid, shall at the option of the bank so far as requisite, be applied in or towards satisfaction of the moneys for the time being due and owing on the security hereof.

8. Power of sale exercisable at any time after the Company shall for ten days after demand have made default in payment.

9. A certificate in writing of the manager of the bank to the effect that such default has been made shall be conclusive.

10. At any time after the Company shall have made such default as last aforesaid, the bank may, by writing, appoint any person or persons to be a receiver or receivers of the said premises or any part or parts thereof and such receiver or receivers shall have power to call in, collect, or enforce payment of all moneys for the time being due to the Company or the bank in respect of the said premises; and all moneys received by him or them shall be applied as far as requisite in or towards satisfaction of all moneys for the time being due, and owing on the security hereof.

As witness, etc.

BORROWING BY-LAW (Dominion Act).

BY-LAW No. .

WHEREAS the Companies Act empowers the Directors of the _____, Limited, to borrow money for the purposes of the Company when authorized by by-law duly sanctioned by the shareholders.

AND WHEREAS it is necessary and expedient for the purposes of the Company to borrow money on the credit of the Company from time to time.

AND WHEREAS neither the Charter of the Company nor the Statute above mentioned prescribes any limit to the amount which the Company may borrow.

THEREFORE BE IT ENACTED AS A BY-LAW of the Company as follows:—

That the Directors of the said Company be and they are hereby authorized:—

- (a) To borrow money on the credit of the Company.
- (b) To limit or increase the amount to be borrowed.
- (c) To issue the bonds, debentures, debenture stock or other securities of the Company, and to pledge or sell the same for such sums and at such prices as may be deemed expedient.
- (d) To hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure such bonds, debentures, debenture stock or other securities, and any money borrowed for the purposes of the Company.

And as part of the authority to apply from time to time to any chartered Bank or other lender for advances of money by the discount of Bills of Exchange or Promissory Notes as aforesaid or upon the credit of the Company and to give securities therefor.

BORROWING BY-LAW (Another Form).

[DOMINION OF CANADA, NEW BRUNSWICK, PRINCE EDWARD ISLAND, QUEBEC, ONTARIO AND MANITOBA].

Limited.

BY-LAW No.

RESPECTING THE BORROWING OF MONEY BY THE COMPANY.

Be it enacted as a By-law of the Company, that:

1. The Directors may from time to time borrow money [from The Bank of] upon the credit of the Company; limit or increase the amount to be borrowed; hypothecate, mortgage or pledge the real or personal property of the Company, or both, and give promises and agreements to give security to secure any money borrowed for the purposes of the Company; also, may give additional security at any time for any money borrowed or remaining due by the Company.

2. The Directors may from time to time authorize any director or directors, officer or officers, employee of the Company, or other person or persons, whether connected with the Company or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Company as the Directors of the Company may authorize, and generally to manage, transact and settle the banking business of the Company.

3. The Directors may also from time to time authorize any Director or Directors, officer or officers, employee of the Company or other person or persons, whether connected with the Company or not, to sign, execute and give on behalf of the Company all documents, agreements and promises necessary or desirable for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefor so signed shall be binding upon the Company.

4. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Company possessed by its Directors or Officers independently of a Borrowing By-Law.

5. The borrowing of money from time to time heretofore under the authority of the Directors from The Bank of or any other Bank, and the giving of securities therefor under Section 88 of The Bank Act, or otherwise, are hereby ratified and confirmed.

6. This By-Law shall continue in force until a By-Law repealing the same shall have been validly passed and confirmed and a copy thereof duly certified under the Seal of the Company delivered to The Bank of and receipt thereof acknowledged by it, and meantime all of the powers and authorities hereby conferred shall continue in force.

Signed on behalf and by order of the Board.

President.

Secretary.

CERTIFICATE.

We, the undersigned, respectively the President and Secretary of _____ Limited (hereinafter called "the Company")

Hereby certify as follows:—

1. That the said Company was incorporated on the day of _____ 19____, under the laws of _____

2. That particulars of the Company's capital at the present date are as follows:—

Authorized Capital.....\$

Subscribed Capital.....\$

Paid-Up Capital.....\$

3. That the foregoing By-Law is a true copy of By-Law No. _____ of the Company duly passed at a meeting of the Board of Directors of the said Company held on the day of _____ 19____, of which meeting due notice was given to all the Directors and at which a quorum of the Directors was present and that the said By-Law was duly confirmed and sanctioned by the Shareholders in manner required by law at a meeting held on the _____ day of _____ 19____.

4. That the said By-law is now in full force, virtue and effect, and that it is not repugnant to the Charter of the Company, and that there is no limit to the amount which the Company or its Directors or Officers are entitled to borrow

[If there is any limit add *except as follows*].

Witness our hands and seal of the Company at this _____ day of _____ 19____.

President.

Secretary.

[NOTE.—Most Chartered Banks have an authorized form of borrowing By-Law, and in all cases where it is known what Bank the Company proposes to deal with such form should be followed. The above By-law is adapted from one of the standard forms in use.]

**BORROWING RESOLUTION—Form Applicable in
the Provinces of Alberta, Saskatchewan and
British Columbia.**

LIMITED.

RESOLUTION
RESPECTING THE BORROWING OF MONEY
BY THE COMPANY.

BE IT RESOLVED:

That the Members of the Company in General Meeting Assembled hereby sanction the exercise by the Company of all and every power to borrow money and to secure repayment thereof which is conferred upon it by The Companies Act.

Without limiting the generality of the foregoing provision,
BE IT FURTHER RESOLVED, that:

1. The Directors may from time to time borrow money from the Bank of _____ upon the credit of the Company: limit or increase the amount to be borrowed; hypothecate, mortgage or pledge the real or personal property of the Company or both, and give promises and agreements to give security to secure any money borrowed for the purposes of the Company; also may give additional security at any time for any money borrowed or remaining due by the Company.

2. The Directors may from time to time authorize any director or directors, officer or officers, employee of the Company, or other person or persons, whether connected with the Company or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Company as the Directors of the Company may authorize, and generally to manage, transact and settle the banking business of the Company.

3. The Directors may also from time to time authorize any Director or Directors, officer or officers, employee of the Company, or other person or persons, whether connected with the Company or not, to sign, execute and give on behalf of the Company all documents, agreements and promises necessary or desir-

able for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefor so signed shall be binding upon the Company.

4. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Company possessed by its Directors or Officers independently of a resolution passed by the Members of the Company.

5. The borrowing of money from time to time heretofore under the authority of the Directors from the Bank of or any other Bank, and the giving of securities therefor under Section 88 of the Bank Act, or otherwise, are hereby ratified and confirmed.

6. This Resolution shall continue in force until a Resolution repealing the same shall have been sanctioned by the Members and a copy thereof duly certified under the Seal of the Company delivered to the said Bank and receipt thereof acknowledged by it, and meantime all the powers and authorities hereby conferred shall continue in force.

Signed on behalf and by order of the Board.

President.

Secretary.

CERTIFICATE.

WE, the undersigned, respectively the President and the Secretary of _____, Limited (hereinafter called "the Company")

HEREBY CERTIFY AS FOLLOWS:—

1. That the said Company was incorporated under the laws of the Province of _____ on the _____ day of _____, 19 _____.

2. That particulars of the Company's capital at the present date are as follows:

| | |
|--------------------------|----------|
| Authorized Capital | \$ |
| Subscribed Capital | \$ |
| Paid-up Capital | \$ |

3. That the foregoing Resolution is a true copy of a Resolution of the Members of the said Company duly passed and confirmed in accordance with the provisions of the Companies Act at a General Meeting of the Members of the Company held on the day of , 19 , of which General Meeting due notice was given to all the Members; that at such Meeting there was present a quorum of the Members of the said Company and that the requisite number of Members voted in favor of the said resolution.

4. That the said Resolution is now in full force, virtue and effect, that it is not repugnant to the Memorandum or the Articles of Association of the Company, and that there is no limit to the amount which the Company or its Directors or Officers are entitled to borrow. [If there is any limit add in the space left "except as follows."]

WITNESS our hands and the seal of the Company at , this day of , 19 .

President.

Secretary.

**BORROWING RESOLUTION—Form Applicable in
the Province of Nova Scotia.**

LIMITED.

RESOLUTION
RESPECTING THE BORROWING OF MONEY
BY THE COMPANY.

BE IT RESOLVED:

That the Members of the Company in General Meeting assembled hereby sanction the exercise by the Company of all and every power to borrow money and to secure repayment thereof which is conferred upon it by the Companies Act.

Without limiting the generality of the foregoing provision,
BE IT FURTHER RESOLVED, that:

1. The Directors may from time to time borrow money from the Bank of upon the credit of the Company; limit

or increase the amount to be borrowed; hypothecate, mortgage or pledge the real or personal property of the Company or both, and give promises and agreements to give security to secure any money borrowed for the purposes of the Company; also, may give additional security at any time for any money borrowed or remaining due by the Company.

2. The Directors may from time to time authorize any Director or Directors, officer or officers, employee of the Company, or other person or persons, whether connected with the Company or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Company as the Directors of the Company may authorize, and generally to manage, transact and settle the banking business of the Company.

3. The Directors may also from time to time authorize any Director or Directors, officer or officers, employee of the Company, or other person or persons, whether connected with the Company or not, to sign, execute and give on behalf of the Company all documents, agreements and promises necessary or desirable for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefor so signed shall be binding upon the Company.

4. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Company possessed by its Directors or officers independently of a resolution passed by the Members of the Company.

5. The borrowing of money from time to time heretofore under the authority of the Directors from the Bank of or any other Bank, and the giving of securities therefor under Section 88 of the Bank Act, or otherwise, are hereby ratified and confirmed.

6. This Resolution shall continue in force until a Resolution repealing the same shall have been sanctioned by the Mem-

bers and a copy thereof duly certified under the Seal of the Company delivered to the said Bank and receipt thereof acknowledged by it, and meantime all the powers and authorities hereby conferred shall continue in force.

Passed as a Special Resolution by the Members on the
day of , 19 .

Confirmed as a Special Resolution by the Members on the
day of 19 .

Signed on behalf and by order of the Board.

President.

Secretary.

CERTIFICATE.

We, the undersigned, respectively the President and the Secretary of Limited (hereinafter called "the Company"),

HEREBY CERTIFY AS FOLLOWS:—

1. That the said Company was incorporated on the day of , 19 , under the laws of the Province of Nova Scotia.

2. That particulars of the Company's capital at the present date are as follows:—

Authorized Capital \$

Subscribed Capital \$

Paid-Up Capital \$

3. That the foregoing Resolution is a true copy of a Resolution of the Members of the said Company duly passed and confirmed in accordance with the provisions of The Companies Act at a General Meeting of the Members of the Company, of which General Meeting due notice was given to all the Members; that at such Meeting there was present a quorum of the Members of the said Company and that the requisite number of Members voted in favor of the said Resolution.

4. That the said Resolution is now in full force, virtue and effect, that it is not repugnant to the Memorandum or the Articles of Association of the Company, and that there is no limit to

tions; that any _____ of the above _____ hereby empowered on behalf of the Company to sign and deliver to the Bank from time to time for the moneys so borrowed such agreements, securities, promises to give security, hypothecations and pledges as may be required by the Bank, also such additional securities by way of mortgage as the Directors may from time to time authorize.

3. That _____ hereby authorized on behalf of the Company to draw, accept, sign, make and agree to pay all or any bills of exchange, promissory notes, cheques and orders for the payment of money; also to execute either special or general waivers of presentment, protest and notice of dishonor of any and all cheques, bills or notes now or hereafter discounted or deposited for any purpose by the Company with the Bank, or to which they are parties, or in which they are in any way interested; also to arrange, settle, balance and certify all books and accounts between the Company and the Bank and to receive all paid cheques and vouchers and to sign the Bank's form of settlement of balances and release.

4. That _____ hereby authorized on behalf of the Company to negotiate with, deposit with or transfer to the Bank (but for credit of the Company's account only), all or any bills of exchange, promissory notes, cheques or orders for the payment of money and other negotiable paper, and for the said purpose to endorse the same on behalf of the Company.

5. That all documents, securities and other negotiable instruments signed, made, drawn, accepted or endorsed as aforesaid shall be valid and binding upon the Company.

6. That the Bank be furnished with a list of the names of the Directors, Secretary and other officers of the Company authorized to sign for it, together with specimens of their signatures, and that the Bank be from time to time informed in writing of any change of such officers.

7. That this resolution be communicated to the Bank and remain in force until notice in writing to the contrary is given to the Bank and receipt of such notice acknowledged by it.

Signed on behalf of and by order of the Board.

President.

Secretary.

CERTIFICATE.

We, the undersigned, hereby certify as follows:

1. That the foregoing resolution is a true copy of a resolution duly passed at a meeting of the Board of Directors of Limited, held on the day of 19 , of which meeting due notice was given to all the Directors, and at which a quorum of the Directors was present.

2. That the said resolution is now in full force, virtue and effect and that it is not repugnant to the of the said Company.

3. That appended hereto are the signatures in their own proper handwriting of the several persons authorized to act and to sign on behalf of the said Company in pursuance of the foregoing resolution and that the said persons have been duly appointed and now hold respectively in the Company the offices set opposite to their respective names.

4. That the undersigned are respectively the President and the Secretary of the said Company.

Witness our hands and the seal of the Company at
this day of 19 .

President.
Secretary.

The President and Secretary will sign as above; the other officers as follows:

Vice-President.
Manager.
Treasurer.
Director.
Director.

[NOTE.—Most Chartered Banks have a special form of Banking and Signing Officers Resolution which should be followed wherever possible. The above is one of the standard forms in use.]

NOTICE of Meeting of Shareholders to Sanction Borrowing By-law (Companies Act, Dominion).

CANADA

19

COMPANY, LIMITED.

A special general meeting of the shareholders of the above named Company will be held at its head office at
 on the day of
 19 , at o'clock m., for the purpose of considering, and, if deemed advisable, of sanctioning and passing a By-law authorizing and empowering the Directors from time to time hereafter, to exercise for and on behalf of the Company all the powers of borrowing money and granting securities mentioned in and authorized by section 69 of the first part of "The Companies Act," R. S. C., 1906, chapter 79, and amendments thereto, and all other incidental powers.

By order of the Board.

.....
Secretary.

ANOTHER FORM.

NOTICE of Meeting of Shareholders to Confirm Directors' Borrowing By-law. (Dominion, Quebec and Manitoba Companies Acts).

TAKE NOTICE that a special general meeting of the shareholders of (Limited), will be held at the office of the Company Street, in the of on day of A. D. 191 , at the hour of o'clock in the noon, for the purpose of considering and, if approved of, sanctioning and confirming By-law No. of the said Company, passed on the day of 191 , whereby the Directors are, among other things, authorized to borrow money from time to time upon the credit of the Company, and are authorized to mortgage, hypothecate, or pledge all or any of the real and personal property, rights and powers of the Com-

pany for the purpose of securing the repayment of such money and interest.

DATED the _____ day of _____ 191 .

Secretary.

GENERAL BY-LAWS (Dominion Act).

By-laws of _____, Limited.

By-law No. 1.

A by-law relating generally to the transaction of the business and affairs of _____ Company, Limited.

Be it enacted by the Directors of _____, as a by-law thereof as follows:—

Principal
office.

1. The principal office of the Company shall be in the _____ of _____, Province of Ontario, Dominion of Canada, and at such place therein as the Directors of the Company may from time to time decide.

Seal.

2. The seal, an impression whereof is stamped on the margin hereof, shall be the seal of the Company.

Directors
and
Officers, and
their
duties.

3. The affairs of the Company shall be managed by a Board of _____ Directors.

4. There shall be a President, a Vice-President, a Secretary, a Treasurer, a General Manager, and such other officers as the Board of Directors may determine. One person may hold more than one office. The powers and duties of all officers and employees of the Company and the terms of employment and remuneration of the officers shall be settled from time to time by the Board, but in the absence of agreement to the contrary with the Company, the employment of all officers shall be during pleasure of the Board.

President.

5. The President shall preside at all meetings of the Board of Directors, and shall act as temporary chairman. and call all meetings of the shareholders to order. His signature shall be signed, lithographed, stamped or printed on all certificates of stock. He shall sign and execute all contracts in the name of the Company, when authorized so to do by the Board of Directors, and perform all the duties incidental to his office. In

the absence of the President, or in case of his inability to act, his powers and duties shall devolve on the Vice-President.

6. The Board of Directors shall appoint a General Manager, Treasurer, who may be one of the Directors of the Company, and may delegate to him full authority to manage and direct the business and affairs of the Company (except such matters and duties as by law must be transacted or performed by the Board of Directors or by shareholders in general meeting), and to employ and discharge agents and employees of the Company. [or may delegate to him any less power]. The General Manager may be a Director, and in such case shall be known as the Managing Director.

7. The Treasurer shall have the care and custody of all the funds and securities of the Company and deposit the same in the name of the Company in such bank or banks as the Directors may direct. Unless otherwise provided by resolution of the Directors, he shall sign all cheques, drafts, notes and orders for the payment of money, and he shall pay out and dispose of the same under the direction of the Board of Directors. He shall at all reasonable times exhibit his books and accounts to any Director of the Company upon application at the office of the Company during business hours. He shall give such bonds for the faithful performance of his duties as the Board of Directors may determine.

8. The duties of the Secretary shall be to have charge of the minute books of the Company, and of the books of the Company prescribed in sections 89 and 90 of the Companies Act, and to perform such other duties as the terms of his engagement call for, or the Board may from time to time require of him.

9. A stock transfer book shall be provided in such form as the Board of Directors may approve of, and all transfers of shares in the capital of the Company shall be made in such book, and shall be signed by the transferor or his attorney duly appointed in writing. Share certificates and the blank endorsement thereon shall be in such form as the Board of Directors may approve of, and such certificates shall be under the seal of the Company, and shall bear the signature of the President or Vice-President, signed, lithographed, stamped or printed thereon, and the signature of the Secretary.

10. Shares in the Company's capital stock shall be allotted by resolution of the Directors on such terms and conditions and to such persons as the Directors shall deem advisable.

Calls. 11. The Directors may by resolution from time to time make such calls as they think fit upon the shareholders in respect of all monies unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and each shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

Dividends. 12. The Directors may from time to time by resolution declare dividends and pay the same out of the funds of the Company available for that purpose.

Reserve fund. 13. Before the declaration of a dividend the Directors may from time to time set aside such sums as they deem fit as a reserve fund to meet contingencies, for equalizing dividends, for special dividends, for repairing, improving and maintaining any of the property of the Company, replacing wasting assets or forming an insurance fund, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company; and may invest the several sums so set aside in such investments (other than shares of this Company), as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, without being bound to keep the same separate from other assets.

The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit either to divide or to place to reserve.

Directors. 14. The qualification of a Director shall be the holding of at least one share in the Company. The Directors' term of office shall be for one year from the date of the general meeting at which they are appointed, or until their successors are appointed. The whole Board shall retire at the annual meeting at which Directors are to be elected, but shall be eligible for re-election if otherwise qualified. Provided always that any Director or Directors may at any time be removed from office, and one or others appointed instead by the shareholders, at a special general meeting called for that purpose. A majority of the Direc-

tors shall form a quorum for the transaction of business. Questions arising at any meetings of Directors shall be decided by a majority of votes, and in the case of an equality of votes the chairman, in addition to his original vote, shall have a second or casting vote.

Directors' meetings may be held either at the City of or elsewhere, as the Directors may from time to time determine. Such meetings may be held at any time without formal notice if all the directors are present or those absent have signified their consent to such meetings being held and their inability to attend. Directors' meetings may be formally called by the President, Vice-President or by any two directors, or by the Secretary by direction of the Board. Notice of such meeting shall be delivered or mailed [or telephoned] or telegraphed to each Director not less than two days before the meeting is to take place.

15. The office of a Director shall ipso facto be vacated:—

- (a) If he becomes bankrupt, or suspends payment or compounds with his creditors, or makes an assignment for the benefit of his creditors;
- (b) If he is found to be a lunatic or becomes of unsound mind;
- (c) If he ceases to hold the required number of shares to qualify him for his office;
- (d) If by notice in writing to the Company he resigns his office.

16. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the shareholders in annual or special general meeting may from time to time determine, and such remuneration shall be divided among them in such proportion as the Directors themselves may determine, and shall also, in addition thereto, be paid (after approval of the account by the Board of Directors) all out of pocket disbursements actually and properly incurred by them in connection with the affairs of the Company.

Remuneration of directors.

17. No director shall vacate his office by reason of his being concerned or interested in or participating in the profits of any contract or work done for the Company, or by reason of his being a member of any partnership or company which is concerned in

Disqualification from voting.

or participates in the profits of any contract with the Company. Nevertheless he shall not vote in respect of any contract in which he is so interested.

**Director
contracting
with the
company.**

18. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract be avoided, nor shall any Director so contracting be liable to account to the Company for any profit realized by such contract or arrangement by reason of such Director holding that position or of the fiduciary relation thereby established.

**Extra
services.**

19. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company shall remunerate the director so doing, either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided by by-law.

**Meetings of
shareholders.**

20. The annual meeting or any special meeting of the shareholders may be held at the principal office of the Company or elsewhere, on such day in each year as the Directors may appoint. Public notice to the shareholders by advertisement shall not be necessary, but a written or printed notice shall be mailed to each shareholder to his last known post office address, specifying the time and place of such meeting, at least days prior to the holding of the meeting.

Provided always that general meetings of shareholders may be held at any time and place without such notice, if all the shareholders of the Company are present or represented thereat by proxy duly appointed, and at such meetings any business may be transacted which the Company in general or special meeting may transact.

21. The accidental omission to give the notice above mentioned to any shareholder shall not invalidate any resolution passed at any meeting.

**Loss or
destruction
of share
certificate.**

22. In case of the loss or destruction of a certificate of stock owned by a shareholder, such loss shall be reported by such shareholder to the Company with his statement verified by oath or statutory declaration as to the loss or destruction, and the circumstances attending the same, and

with his request for the issuance of a new certificate to replace the one so lost or destroyed. Upon the giving to the Company of a bond approved by the Board indemnifying the Company against all loss, damage or expense to which it may be put by reason of its issuing a new certificate to the shareholder, the Company may issue to him a new certificate to take the place of the one lost or destroyed, if such issuance is ordered by the Board.

23. The fiscal year of the Company shall terminate on the **Fiscal year.**
day of in each year.

24. No shareholder shall be entitled to require discovery of **Inspection** or any information respecting any details or conduct of the **by** Company's business which in the opinion of the Directors it will be inexpedient in the interests of the shareholders of the Company to communicate to the public.

25. The Directors shall from time to time determine whether and to what extent, and at what times and places, and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of shareholders, and no shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors or by a resolution of the shareholders in general meeting.

26. Two shareholders personally present shall be a quorum **Quorum** for an annual meeting for the choice of a chairman and the ad- **of** journalment of the meeting; for all other purposes a quorum for **shareholders.** the annual meeting shall be shareholders personally present, not being less than two in number, and holding or representing by proxy not less than per centum of the issued capital of the Company. No business shall be transacted at any annual meeting unless the quorum requisite be present at the commencement of the business.

27. The instrument appointing a proxy shall be in writing **Proxy.** under the hand of the appointor or his attorney duly authorized in writing, or, if the appointor is a corporation, either under the common seal or under the hand of an officer or attorney so authorized, and shall cease to be valid after the expiration of one year from the date thereof.

No person shall act as a proxy unless he is entitled on his **Qualifica-** own behalf to be present and vote at the meeting at which he **tion of** proxy.

acts as proxy or has been appointed to act at that meeting as proxy for a corporation.

Not to vote
on show of
hands.

A proxy for an absent shareholder shall not have the right to vote on a show of hands.

Form of.

Every instrument appointing a proxy shall as nearly as circumstances will admit, be in the form or to the effect following:

, LIMITED.

I, _____ of _____ a shareholder of _____, Limited, hereby appoint _____ of _____ (*naming the proxy*) as my proxy to vote for me and on my behalf at the _____ meeting of the company, to be held on the _____ day of _____, 19 _____, and at any adjournment thereof.

Dated this _____ day of _____, 19 _____.

Notices.

28. With respect to every notice sent by post, it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office.

29. All notices shall, with respect to any shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

30. Every person who by operation of law transfer or by any other means whatsoever shall become entitled to any share or shares, shall be bound by every notice in respect of such share or shares which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share or shares.

31. Any notice or document delivered or sent by post or left at the registered address of any shareholder shall, notwithstanding such shareholder be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of the shares, whether held solely or jointly with other persons by such shareholder, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all persons, if any, jointly interested with him in such shares.

32. The signature to any notice to be given by the Company may be written or printed or partly written and partly printed.

33. Where a given number of days' notice or notice extending over any other period is required to be given, the day of service or posting of the notice shall, unless it is otherwise provided, be counted in such number of days or other period.

34. No deed, bond, contract or other instrument in writing, except trade contracts made in the ordinary course of the Company's business, shall be obligatory or binding on the Company unless signed by the President or Vice-President and Secretary or other officer of the Company appointed in that behalf by the Directors, and sealed with the corporate seal of the Company, and all conveyances, leases and similar instruments so signed, and having the corporate seal of the Company affixed, shall be received as the acts of the Company, but no such deed, bond, contract or other instrument shall be so executed without the previous authority of the Board of Directors. All contracts and engagements entered into by the Company as attorney or agent for any other company or person shall be sufficiently executed if sealed with the corporate seal of the Company, attested by the hand of one of its officers.

Bonds
and
contracts.

35. The minimum subscription on which the Directors may proceed to allotment in the case of the first allotment of any shares offered to the public for subscription, or, if there is no offer to the public, of any shares payable in cash, shall be share[s] of the par value of \$

Minimum
subscription.

Passed by the Directors this day of 19 .

Witness the corporate seal of the Company. (Seal.)

.....
Secretary.

.....
President.

Unanimously confirmed by all the shareholders this
day of

.....
.....
.....

passed shall invalidate any prior act of the Directors which would have been valid if such resolution had not been passed.

The Directors of the Company are hereby expressly authorized in the name and on behalf of the Company to take or otherwise acquire and hold shares in any other Company having objects all together or in part similar to those of this Company, or carrying on any business capable of being conducted so as to directly or indirectly benefit this Company.]

4. There shall be a President of the Company, who shall be elected by the Directors from among themselves, a Secretary-Treasurer, who shall also be elected by the Directors, and such other officers as the Board of Directors may determine. The same person may hold more than one office. The Directors shall, in the absence of other provisions in the By-laws, determine the powers and duties of all officers and employees of the Company, and may remove any of the officers of the Company and appoint others in their stead, and in the absence of any special agreement to the contrary with the Company, the employment of all officers and employees shall be during the pleasure of the Board (or, There shall be a President, a Vice-President, a Secretary, a Treasurer, a General Manager and such other officers as the Board of Directors may determine).

5. The President shall preside at all meetings of the Board of Directors and shall act as temporary chairman and call to order all meetings of the shareholders. He shall sign certificates of stock, sign and execute all deeds and contracts in the name of the Company when authorized so to do by the Board of Directors, and perform all the duties incidental to his office. In the absence of the President, or in case of his inability to act, his powers and duties shall devolve upon a Director specially named by the Board for that purpose.

Where there is a Vice-President of the Company insert the following words after the word "devolve" in the eighth line of paragraph 5: "on the Vice-President or."

6. The duties of the Secretary-Treasurer shall be to have charge of the minute books of the Company and of all other books which the Ontario Companies Act requires to be kept by the Company and to perform such other duties as the terms of his engagement call for or the Board requires of him.

He shall have the care and custody of the funds and securities of the Company and deposit the same in the name of the Company in such bank or banks as the Directors may direct. Unless otherwise provided by resolution of the Directors, he shall sign all cheques, drafts, notes and orders for the payment of money and he shall pay out and dispose of the same under the directions of the Board of Directors. He shall at all reasonable times exhibit his books and accounts to any Director of the Company upon application at the office of the Company during business hours. He shall give such bond for the faithful performance of his duties as the Board of Directors may determine.

[Where there are a Secretary, a Treasurer and a General Manager of the Company, the paragraph following paragraph 5, will read as follows:

The duties of the Secretary shall be to have charge of the minute books of the Company, and of the books required to be kept by section 118 of the Ontario Companies Act, etc., as in the first paragraph of paragraph 6.

The Treasurer shall have the care and custody, etc., as in the second paragraph of paragraph 6 above.

The Board of Directors shall appoint a General Manager from time to time either for a fixed term or without limitation as to his tenure of office. He may be one of the Directors of the Company and in that case shall be known as the Managing Director. The Board of Directors may delegate to him full authority to manage and direct the business and affairs of the Company, except such matters and duties as by law must be transacted or performed by the Board of Directors or by the shareholders in general meeting, including authority to employ and discharge agents and employees of the Company, and the Directors may remove or dismiss him from office and appoint another in his place as they see fit.

(or, The General manager shall have authority to manage the business and affairs of this Company, subject to such directions and instructions as may be given him by the Board of Directors).]

7. The Company's bank account shall be kept in such bank or banks as the Directors may from time to time determine, and cheques thereon by way of overdraft or otherwise shall be

signed on behalf of the Company by the President or such other officer or officers, person or persons, as the Board may from time to time appoint.

8. The President or any other Director or Directors of the Company appointed by the Board of Directors for the purpose may make contracts and engagements of all kinds for or on behalf of the Company and may make, draw, sign, accept or endorse bills of exchange, promissory notes, cheques on the Company's bank account, orders for payment or other commercial paper on behalf of the Company.

Share Transfer Book, Share Certificates.

9. A Share Transfer Book shall be provided in such form as the Board of Directors may approve of and all transfers of shares in the capital of the Company shall be made in such book and shall be signed by the registered holder thereof [and the transferee] in person or by attorney duly appointed in writing upon surrender of the share certificate or certificates.

Share certificates and the blank endorsements thereon shall be in such form as the Board may approve of and such certificates shall be under the seal of the Company and attested by the signatures of the President and the Secretary-Treasurer, [Provided that the signature of the President may be lithographed, stamped or printed on such certificates.]

[Alternative provision replacing the words "signed by the registered holder thereof and the transferee in person or by attorney duly appointed in writing," in line 4 of paragraph 9 above — "Signed by the transferor or his attorney duly appointed in writing."]

[Where there are a Vice-President, a Secretary, a Registrar and Transfer Agent insert after the word "President" in line 4 of the second paragraph of paragraph 9 above the following words: "Or of the Vice-President and of the Secretary and countersigned by the Registrar and Transfer Agent appointed by [resolution of] the Board of Directors."]

[Alternative provision as to share certificates: "The certificates of shares of the Company shall be under the seal of the Company and attested by the signatures of the President and Secretary or of such officers or Directors as the Board of Directors may from time to time appoint."]

10. In case several persons are registered as joint holders of a share or shares the certificate or certificates therefor may be delivered to any one of such holders and any one of such persons may give effectual receipts for any dividend or on account of any dividends in respect of such share or shares.

11. In the case of shares not fully paid up, the Directors may decline to register any transfer of such shares upon which the Company has a lien [and in the case of all shares whether fully paid up or not the Directors may decline to register any transfer of shares belonging to a shareholder who is indebted to the Company.]

Cf. s. 58 of Companies Act.

Loss or Destruction of Share Certificate.

12. In case of the loss or destruction of a share certificate owned by a shareholder, such loss shall be reported by such shareholder to the Company with his statement verified by affidavit or statutory declaration as to the loss or destruction and the circumstances attending the same and with his request for the issuing of a new certificate to replace the one so lost or destroyed. Upon the giving to the Company of a Bond approved by the Board of Directors indemnifying it against all loss, damage or expense to which it may be put by reason of its issuing a new certificate to the said shareholder the Company may issue to him a new certificate to take the place of the one lost or destroyed if such issuance is ordered by the Board.

[Where there is a Registrar and Transfer Agent, for "Company" read "Registrar and Transfer Agent," and the second sentence in above paragraph may read as follows:—

Upon the giving to the Registrar and Transfer Agent of a Bond of a Surety Company approved by and in such form as is approved by the Board of Directors and the Registrar and Transfer Agent, indemnifying the Company and the Registrar and Transfer Agent against all loss, damage or expense to which the Company or the Registrar and Transfer Agent may be put by reason of the issuing of a new certificate to the said shareholder, a new certificate may be issued to take the place of the one lost or destroyed, if such issuance is ordered by the Board.]

Bonds and Contracts.

13. No Bond or any contract or other instrument in writing except trade contracts made in the ordinary course of the Com-

pany's business shall be obligatory or binding on the Company unless signed by the President and Secretary-Treasurer [or other officer] of the Company appointed in that behalf by the Directors and sealed with the Corporate Seal of the Company, and all conveyances, leases and similar instruments so signed and having the Corporate Seal of the Company attached shall be received as the acts of the Company but no such bond, conveyance, lease or other instrument shall be so executed without the previous authority of the Board of Directors. All contracts and engagements entered into by the Company as attorney or agent for any other company or person shall be sufficiently executed if sealed with the Corporate Seal of the Company attested by the hand of one of its officers.

[Where there is a Secretary, read "Secretary" for "Secretary-Treasurer," in the fourth line of paragraph 13.]

Directors.

15. Each Director shall be the holder of at least shares in the capital stock of the Company. The Directors' term of office shall be for one year from the date of the general meeting at which they are elected or until their successors are appointed. [So long as a quorum of Directors remains in office, vacancies on the Board may be filled by such Directors as remain in office.] The whole Board shall retire at the annual meeting at which Directors are to be elected, but shall be eligible for re-election if otherwise qualified. Provided, always, that any Director or Directors may at any time be removed from office and one or more appointed in his or their stead by the shareholders at a special general meeting called for that purpose. A majority of the Directors shall form a quorum for the transaction of business. Questions arising at any meeting of Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman, in addition to his original vote, shall have a second or casting vote. A Directors' meeting may be held at any time or place within Ontario from time to time and without formal notice if all the Directors are present or those absent have signified their consent to such meeting being held and their inability to attend. Directors' meetings may be formally called by the President or by any two Directors or by the Secretary by direction of the Board. Notice of such meeting shall be delivered or mailed or telegraphed to each Director not less than _____ days before the meeting is to take place.

Cf. Ontario Companies Act, ss. 52 and 85.

16. The office of a Director shall *ipso facto* be vacated:

(a) If he becomes bankrupt or suspends payment or compounds with his creditors or makes an assignment for the benefit of his creditors;

(b) If he is found to be a lunatic or becomes of unsound mind;

(c) If he ceases to hold the required number of shares to qualify him for his office;

(d) If by notice in writing to the Company he resigns his office.

16. [No Director shall vacate his office by reason of being concerned or interested in or participating in the profits of any contract with or work done for the Company or by reason of his being a member of any partnership or company which has entered into a contract with or done any work for this Company or which is concerned in or participates in the profits of any contract with the Company. Nevertheless, he shall not vote in respect of any such contract, and if he does so, his vote shall not be counted. See s. 93].

17. [No director shall be disqualified by his office from contracting with the Company whether as vendor, purchaser or otherwise, nor shall any such contract be avoided nor shall any Director so contracting be liable to account to the Company for any profit realized by such contract or arrangement, by reason of such Director holding that position, or of the fiduciary relation thereby established. See section 93.]

Remuneration of President, Vice-President and Directors.

18. The President, Vice-President and Directors of the Company shall be paid out of the funds of the Company by way of remuneration for their services such sums as shall from time to time be determined by by-law duly passed by the Directors and confirmed at a general meeting of the shareholders.

[Alternative form: The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the shareholders in annual or special general meeting may from time to time determine, and such remuneration shall be divided among them in such proportion as the Directors themselves may determine, and shall also in addition thereto be paid (after approval of the account by the Board of Directors)

all out of pocket disbursements actually and properly incurred by them in connection with the affairs of the Company.]

19. If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by [by-law duly passed by] the Directors [and confirmed at a general meeting of the shareholders]; and such remuneration may be either in addition to or in substitution for the remuneration above provided for.

Meetings of Shareholders.

20. The annual meeting or any other meeting of the shareholders may be held at the place where the Head Office of the Company is situate or at such other place within Ontario as the Directors may from time to time appoint, and on such day in each year as the Directors may appoint. No public notice or advertisement of shareholders' meetings, annual or special or general or statutory, shall be required, but notice of the time and place of such meeting shall be mailed to each shareholder to his last known post office address and deposited in the post office at the place where the Head Office of the Company is then situated at least ten days before the holding of such meeting, PROVIDED ALWAYS that general meetings of shareholders may be held at any time and place within Ontario without such notice if all the shareholders of the Company are present thereat or represented thereat by proxy duly appointed, and at such meetings any business may be transacted which the Company in general or special meeting may transact. Any shareholder may waive notice of any meeting and in such case he shall be deemed to have been duly notified, and any shareholder present at a meeting or represented thereat by proxy shall be deemed to have waived notice of such meeting.

[Where the Letters Patent or Supplementary Letters Patent so provide, the words "within or out of Ontario" may be substituted for the words "within Ontario" in the above paragraph.

Cf. Ontario Companies Act, s. 52.]

[Where it is desired to give public notice of meetings, the following clause may be inserted in paragraph 20: "Instead

of giving notice by post as hereinbefore provided for, the Company may give public notice to the shareholders by an advertisement in a newspaper published at _____, stating the time and place of such meeting and such notice shall be given at least ten days prior to the holding of such meeting, and such notice shall be deemed to have been served upon and received by each shareholder on the day following the publication thereof.

22. It shall not be necessary for the Directors to send to the shareholders the financial report mentioned in sub-section 2 of section 45 of the Ontario Companies Act.

23. Special general meetings of the shareholders may be called at any time by the Board of Directors, and upon the receipt of a requisition in writing, signed by the holders of not less than one-tenth of the subscribed shares of the Company, setting out the objects of the proposed meeting, the Directors, or, if there is not a quorum of Directors in office, the remaining Directors or Director shall forthwith convene a special general meeting of the Company for the transaction of the business mentioned in the requisition.

Notice of any special general meeting shall state the business which is to be transacted at such meeting.

[Or, Special general meetings of the shareholders may be called at any time as provided by the Ontario Companies Act, or by the President, if he is instructed to do so by the Board of Directors. Cf. Ontario Companies Act, s. 46.]

Dividends.

24. The Directors may from time to time by resolution declare dividends and may pay the same out of the funds of the Company available for that purpose.

Quorum of Shareholders.

25. Three shareholders personally present shall be a quorum for the choice of a chairman, and the adjournment of a meeting. For all other purposes the quorum for meetings of shareholders shall be shareholders personally present not being less than three in number and holding or representing by proxy not less than one-fourth of the issued share capital stock of the Company. No business shall be transacted at any meeting unless the quorum requisite be present when the meeting proceeds to business.

Notices.

[26. A notice or document served by post shall be deemed to have been served at the time when it would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office.

Cf. s. 143.]

27. All notices with respect to any shares to which persons are jointly entitled shall be given to whichever of such persons is named first in the books of the Company and/or of the Transfer Agent and Registrar, and notice so given shall be sufficient notice to all holders of such shares.

28. Every person who by operation of law, transfer or by other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share or shares which previously to his name and address being entered on the books of the Company or of the Transfer Agent and Registrar, shall have been duly given to the person from whom he derives his title to such share or shares.

29. The accidental omission to give notice of any meeting to any shareholder shall not invalidate any resolution passed at any such meeting.

Any notice or document delivered or sent by post or left at the address as it appears in the books of the Company or the Transfer Agent and Registrar of any shareholder, shall notwithstanding that such shareholder be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of the shares whether held solely or jointly with other persons by such shareholder until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors, administrators and all persons, if any, jointly interested with him in such shares.

30. The signature to any notice to be given by the Company may be written or printed or partly written and partly printed.

[Where a given number of days' notice or notice extending over any other period is required to be given, the day of service or posting of the notice shall unless it is otherwise provided be counted in such number of days or other periods.

Quare, whether this paragraph, which is usually inserted here, is appropriate in view of section 143 of the Act.]

Contracts of Employment.

31. Contracts of engagement between the Company and any of its paid officers and employees engaged upon a yearly salary, including the Secretary-Treasurer, shall be subject to the giving such officer or employee, as the case may be, three months' notice in writing of such intention, or by paying him three months' salary in lieu of such notice [and that the officer or employee, as the case may be, may terminate the engagement by giving to the Company three months' notice in writing of such intention], and also that in case of neglect, breach of duty or other misconduct on the part of any person in the employment of the Company, the Board may summarily dismiss him without any previous notice, and in such case the salary of the person dismissed shall be paid up to the time of his dismissal only, unless he is also a defaulter or be otherwise indebted to the Company, in which case any balance due him for salary or otherwise shall be placed to the credit of the debt. It shall be the duty of the _____ to read this by-law to every officer and employee of the Company to whom it applies at or before the time of his engagement with the Company. Every written contract of engagement with the Company and any of its officers and employees to whom this by-law applies shall have this by-law embodied therein or shall refer to it as forming part of the contract.

[Where there is a General Manager or Managing-Director and a Secretary and Treasurer of the Company, insert the words "The General Manager or Managing-Director and Secretary and Treasurer" in lieu of the words "Secretary-Treasurer" in the third line of this paragraph.]

Inspection by Shareholders.

32. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of shareholders, and no shareholder shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorized by the Directors or by resolution of the shareholders in general meeting.

Additional paragraph to be inserted with such modifications as the nature of the objects of the Company may require:—

No shareholder shall be entitled to require discovery of or any information respecting any details of the Company's manufacturing or trading or any matters which are or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the business of the Company, and which in the opinion of the Directors it is inexpedient in the interests of the shareholder of the Company to communicate to the public.

Fiscal Year.

34. The fiscal year of the Company shall terminate on the 31st day of December in each year.

BY-LAW Authorizing the Directors to Purchase Stock in Other Corporations.

Be it enacted as a by-law of _____ Company, Limited, that the Company may use any of its funds in the purchase of stock in any other corporation, subject in every case to the approval of the Board of Directors.

Passed by the Directors this _____ day of _____ 19 _____ .

Witness the corporate seal of the Company. (Seal)

.....
Secretary.

.....
President.

Unanimously confirmed by all the shareholders this
day of _____

.....
.....
.....
.....
.....

**BY-LAW Authorizing the Directors to Subscribe for
Stock in a Railway Company.**

WHEREAS The _____ Railway Company has duly been incorporated by an Act of the Legislative Assembly of the Province of Ontario.

AND WHEREAS the construction and operation of the railway to be built by the said Company is a matter of great importance to the carrying out of the undertaking of this Company, and will facilitate this Company in the conduct of its operations.

AND WHEREAS this Company has, under the terms of its Charter, power to use any of its funds in the purchase of stock or shares in any other corporation.

BE IT THEREFORE ENACTED as a Special By-Law of the Company, Limited, as follows:—

THAT the Directors of the Company be and they are hereby authorized to subscribe for and accept on behalf of the Company, stock to the amount of \$42,000 in the _____ Railway Company, upon such terms as to payment thereof as the Directors may think proper, and that the Directors be further authorized to appoint one of their number to represent this Company at any meeting of the said the _____ Railway Company as a shareholder therein after the allotment of such stock.

Passed by the Directors this _____ day of April, A.D. 19 _____

.....
Chairman.

**BY-LAW Confirming Payments to Officers and
Directors.**

BY-LAW No. _____

WHEREAS the President, Treasurer, Managing Director and Secretary of the _____, Limited, have for some years past been in receipt of certain moneys by way of salary;

AND WHEREAS the Directors, *qua* Directors, have in the past received certain fees and expenses, and more particularly during the year _____ were voted by the shareholders the sum of _____ and expenses;

AND WHEREAS it is desirable that a by-law should be enacted in regard to the above mentioned matters;

BE IT THEREFORE ENACTED as By-law No. _____ of the _____, Limited, as follows:—

1. That all past payments by way of salary, including the year _____, to the President, Treasurer, Managing-Director and Secretary, together with the fees and expenses of the Director be and the same are hereby approved, ratified and confirmed.

2. AND BE IT FURTHER ENACTED that the payments by way of salary to the officers and Directors of the Company for the year 19____, and until changed be as follows:—

| | | | |
|-------------------------|-------------------|----------|-----------|
| President | at the rate of \$ | _____ | per annum |
| Treasurer | “ “ | \$ _____ | “ “ |
| Managing Director | “ “ | \$ _____ | “ “ |
| Secretary | “ “ | \$ _____ | “ “ |
| Directors' Fees | “ “ | \$ _____ | “ “ |

and expenses.

A BY-LAW Conferring Authority upon the President.

BE IT ENACTED as a By-law of _____ Company, Limited, as follows:—

THAT in addition to his other duties as set forth in By-law No. 1 of this Company the President is hereby authorized and it is declared that he shall have the general supervision and charge and the immediate direction of all the business and affairs of the Company except only such matters and duties as by law must be transacted or performed by the Board of Directors or by the shareholders in general meeting.

Without restricting the generality of the foregoing words, the President is empowered to make all contracts and engagements on behalf of the Company, to employ and discharge all agents and employees of the Company, to acquire, buy, sell, assign, transfer and convey on behalf of the Company any or all real or personal property in which it is empowered to deal; to accept

deeds or other conveyances to the Company of real and personal property purchased and to pay for same out of the funds of the Company; in the name of the Company to execute and deliver deeds and conveyances of its real and personal property with such covenants as to him may seem proper; to negotiate loans to or by the Company and to execute and deliver hypothecations or pledges of the real or personal property of the Company to secure any sums borrowed by the Company; to sign the name of the Company to all deeds, conveyances, bonds, debentures and negotiable securities, and whenever he deems it necessary or proper to affix the Corporate Seal of the Company to such deeds, conveyances, bonds, debentures and negotiable securities; to make, draw, accept and endorse bills of exchange, cheques and promissory notes on behalf of the Company; and in all the matters aforesaid to act as to him may seem best without the intervention, direction or special authorization of the Board of Directors.

SALE AND PURCHASE.

BY-LAW to Authorize Purchase of Assets.

By-law No. .

To authorize the purchase by _____, Limited,
from _____ of certain assets.

WHEREAS _____, Limited, is by its charter and the Act under which it is incorporated, empowered to acquire the assets hereinafter mentioned and pay for the same in paid-up shares of the said Company;

AND WHEREAS _____ has offered to sell to _____, Limited, the assets set out in the schedule hereto, in consideration of the issue and allotment to him of _____ fully paid and non-assessable shares in the capital stock of the Company;

AND WHEREAS an agreement for the purpose of carrying out the said offer has been drawn and submitted to the Board of Directors at or before the passing of this by-law, and the same has been approved and marked by the President and Secretary of this Company with their initials and this date, for the purpose of identification;

Be it therefore enacted as a by-law of _____ Limited:—

(1) That the above mentioned offer of _____ to this Company be and the same is hereby accepted on behalf of this Company, and that the Company do purchase from the said _____ all the assets more particularly mentioned and described in the schedule to this by-law, subject to such charges, debts and liabilities as may exist against the same as of the _____ day of _____, 19____ (or, free from encumbrances, or as the case may be), in consideration of the allotment and issue to the said _____, or his appointee or nominee, of _____ shares in the capital stock of this Company fully paid-up and non-assessable, the said shares having a par value of \$100 each.

(2) And be it further enacted that the President and Secretary of this Company be, and they are hereby authorized and required, after confirmation of this by-law by the shareholders of this Company, to execute on behalf of this Company the above-mentioned agreement between this Company and the said _____

(3) And be it further enacted, that after confirmation of this by-law by the shareholders of this Company, and the execution of the above-mentioned agreement, there be allotted and issued to the said _____, or his appointees or nominees, the said shares fully paid-up and non-assessable.

(4) And be it further enacted that the President and Secretary be, and they are hereby authorized and required to sign and seal with the Company's seal, and deliver to the said _____, or his appointees or nominees, forthwith after allotment of the said shares, certificates for fully paid-up shares to the aforesaid amount in payment for the transfer of the said assets, and to do, sign, perform and execute all deeds, documents or things necessary or incidental to the carrying out of the said purchase, or which counsel may advise, and to affix the seal of the Company to all documents required for that purpose.

(5) And be it further enacted that the validity of this by-law shall not be impeached on the ground that the said _____ stands in a fiduciary relation to this Company, or that the directors of this Company have accepted office at the request of the said _____, and do not constitute an independent board.

**BY-LAW under s. 148 of the Ontario Companies Act
Fixing Discount at which Shares of a Mining Com-
pany may be Sold.**

By-law No. fixing and declaring the rate of discount at
which shares of the Company are to be sold.

WHEREAS , Limited (NO PERSONAL LIABIL-
ITY) deems it advantageous and proper to sell of the
unissued shares of the Company as herein provided;

Now, therefore, this Company enacts as follows:—That the
issue of shares of the Company of a par value of
one dollar each is hereby authorized at a discount on their par
value of per cent., that is to say, at a rate per share
of cents instead of one dollar, and the rate for
such shares is hereby fixed and declared as aforesaid.

CALLS.

BY-LAW Prescribing Mode of Making Calls.

The Directors may by resolution from time to time make
such Calls as they think fit upon the shareholders, in respect
of all monies unpaid on the shares held by the shareholders
respectively, and not by the conditions of allotment thereof made
payable at fixed times, and each shareholder shall pay the amount
of every Call so made on him to the persons and at the times
and places appointed by the Directors. A Call may be made
payable by instalments.

RESOLUTION for Calls.

That a Call of \$ per share be and the same is
hereby made payable in respect of the amount unpaid on the
shares of the Company, and that such Call be payable on the
the day of , 19 , to the Company
at the head office,
(address).

[If no time is limited by the letters patent or by-laws for
payment of the Call, add.]

That _____ days' notice of this Call shall be given to every holder of unpaid or partly paid shares, and if the Call is not paid within _____ days of the date appointed for payment, the shares in respect of which such Call is not paid shall be liable to forfeiture.

[If the letters patent or the by-laws contain no provision as to demand or notice to be served on shareholders in respect of a Call, add the following:—

And that the Secretary of the Company be and he is hereby ordered to serve on each holder of unpaid or partly paid shares, a notice of the above Call by sending such notice through the post in a registered letter, addressed to such shareholder at his place of abode as it appears on the books of the Company.]

CALL Letter.

THE

COMPANY, LIMITED,
(address and date).

SIR.—I have to notify you that the Directors of this Company have made a Call upon all of the shareholders of the Company of \$ _____ in respect of each of the shares held by them. Such Call is payable to the Company at the head office (address) on the _____ day of _____, 19 _____.

As the holder of _____ shares the amount payable by you in respect of such Call is \$ _____.

All cheques should be made payable to _____ Company, Limited. at par, Toronto (or as the case may be). [In the event of non-payment the shares in respect of which such call was made will be liable to be forfeited.]

Your obedient servant,

.....
Secretary.

(Name and address of shareholder).

FORFEITURE.

If a Call is not paid, and it is desired by the Directors to forfeit the shares of the delinquent shareholder, the Directors should pass a resolution authorizing the serving of a demand or notice requiring the Call to be paid at a certain date, and stating that if payment is not then made the shares will be liable to forfeiture. The resolution may be in the following form:—

“That notice be given by prepaid registered letter to the following shareholders who have made default in payment of the Call made on the day of 19 , that if such Call is not paid on the day of 19 , by such shareholders respectively the shares in respect of which the Call remains unpaid shall be liable to forfeiture.

“Shareholder. Number of shares. Denoting numbers.”

The Secretary should thereupon send to the shareholders, who are in default, a notice which may be in the following form:—

NOTICE of Intended Forfeiture.

SIR.—In my letter of the day of , I gave you notice that at a meeting, etc. (give particulars of Call).

I am now instructed to inform you that the Directors require you on or before the day of to pay the said sum of \$, together with interest thereon at the rate of six per cent. per annum from the said day of (the date when such Call was payable), up to the date of payment, and that in the event of non-payment of the said Call and interest on or before the said day of at the place aforesaid, the shares in respect of which such Call was made will be liable to be forfeited.

I am, etc.

.....
Secretary.

To

etc.

If demand for payment and notice of forfeiture be not complied with the Directors may then proceed to pass a resolution declaring forfeited the shares in default. The resolution may be in the following form:—

RESOLUTION for Forfeiture.

“That the holder of shares of \$ each, numbered to inclusive, having failed to pay the Call of \$ per share made 19 , and having failed to comply with the notice served upon him, dated the day of 19 , the said shares be and the same are hereby forfeited.”

The Secretary should communicate to the shareholder the fact that the shares in question were duly forfeited by resolution of the Directors on such and such a date.

CHANGE OF NAME.

PETITION and Accompanying Documents for Change of Name (Ontario Act, s. 40).

Petition.

TO HIS HONOUR THE LIEUTENANT-GOVERNOR OF THE PROVINCE OF ONTARIO.

The Petition of , Limited,

HUMBLY SHEWETH:—

1. That , Limited, was incorporated by Letters Patent under the Great Seal, bearing date the day of , 19 , under the Ontario Companies Act.

2. That your Petitioner is desirous of changing its corporate name to that of Company, Limited.

3. That your Petitioner is in a solvent condition, as is shown by the verified statement and general balance sheet of the Company hereto annexed.

4. That the change desired is not for any improper purpose, and is not otherwise objectionable.

5. That the new name is not objectionable upon any public ground and is not that of any known corporation or association, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to be calculated to deceive.

6. That the Company has authorized the making of this application, and that a true copy of the by-law in that behalf is hereto attached.

7. That the said by-law was passed by the Directors at a meeting held on the _____ day of _____ 19____, and confirmed at a special general meeting of the shareholders duly called for considering the same, held at the head office of the Company at _____ on the _____ day of _____, 19____.

8. That the Company is not in arrear in making its annual returns.

9. That your petitioner has (here insert any special facts or circumstances).

YOUR PETITIONER THEREFORE PRAYS:—

That Your Honour will be pleased by order to change the corporate name of your Petitioner from _____, Limited, to that of _____ Company, Limited.

Dated at _____ this _____ day of _____, 19____.

AND YOUR PETITIONER AS IN DUTY BOUND WILL EVER PRAY.

Limited,

[Corporate Seal]

by

President.

.....

Secretary.

BY-LAW Authorizing Application for Change of Name.

At a meeting of the Directors of _____, Limited, held at _____ on the _____ day of _____ 19____, it was moved by _____, seconded by _____, and enacted.

"That the Company be and it is hereby authorized to apply by petition to the Hon. The Lieutenant-Governor of the Province of Ontario, for an order changing the corporate name of the Company from _____, Limited, to that of _____ Company, Limited."

I certify that the foregoing is a true and correct copy in every respect of the foregoing by-law passed at the said meeting.

.....
Secretary.

[Corporate Seal]

DECLARATION of Officer of Company.

| | | |
|---|---|---|
| PROVINCE OF ONTARIO County of _____ To Wit: | { | IN THE MATTER of the application of _____ Limited, for an order of His Honour The Lieutenant-Governor, changing the corporate name to that of _____ Company, Limited. |
|---|---|---|

I,

Do SOLEMNLY DECLARE THAT:—

(1) I am the _____ of _____, Limited, and as such have a personal knowledge of the matters herein deposed to.

(2) At a meeting of the Directors of the said Company held at _____ on the _____ day of _____ 19____, at which all the Directors of the said Company were present, the following by-law was lawfully passed:—

(Set out by-law).

(3) Attached is a true and correct copy in every respect of the by-laws of the Company in force at the time of calling the special general meeting of the shareholders of the Company, hereinafter referred to, relating to the calling of a special general meeting of the shareholders:—

(Attach certified extract from general by-laws.)

AFFIDAVIT of Execution.

PROVINCE OF ONTARIO } IN THE MATTER of the application,
 County of } etc.
 To Wit: }

I, _____ MAKE OATH AND SAY:—

(1) That I was personally present and did see
 and _____, the President and Secretary respectively
 of the said Company, sign the said petition, marked Exhibit
 "A" hereto, and affix thereto the common seal of the Company.

(2) That I know the said parties.

(3) That the signatures, " _____ " and " _____ ,"
 are the true signatures of the said parties.

(4) The impression of the seal on the said petition is that
 of the common seal of the company.

AFFIDAVIT of President and Secretary.

PROVINCE OF ONTARIO } IN THE MATTER OF,
 County of } etc.
 To Wit: }

We, _____ and _____,
 the President and Secretary respectively of _____,
 Limited, MAKE OATH AND SAY:

(1) The allegations in the within petition contained are
 true in substance and in fact.

SEVERALLY SWORN,
 etc.

AFFIDAVIT Verifying Contents of Balance Sheet.

PROVINCE OF ONTARIO } IN THE MATTER OF
 County of } etc.
 To Wit: }

I, _____ MAKE OATH AND SAY:

(1) I am the person having in charge the books of account
 of The _____, Limited, and I am intimately acquainted
 with its financial position.

(2) Now produced and shown to me, marked "Exhibit 'A,'" is a duly certified copy of the Auditors' report and balance sheet and financial statement of the Company's affairs, made by _____ the Auditors of the Company for the financial year of the Company ending _____, 19____, which said statement I believe to be and contain a true and correct account of the financial position of the Company.

(3) The position of the Company has not materially changed since the said statement was prepared, and the said Company is perfectly solvent.

SWORN, etc.

CONSENT of a Partnership to Use of Name under which Incorporation is Sought.

In the matter of a pending application for incorporation under the Ontario Companies Act of

We _____ of _____ in the County of _____ and the Province of _____ carrying on business as a partnership at _____ under the firm, name and style of _____, and being all the members of the said partnership, hereby consent to the name _____, Limited, being granted to the Company incorporation of which is being applied for by (here set out names of applicants) and to the use of the said name by said Company.

In witness whereof, etc.

Affidavit Verifying.

County of _____

In the matter of the Ontario Companies Act, and the matter of, etc.

I, _____, of _____, in the
of _____, make oath and say that:—

1. I was personally present and saw _____ sign the foregoing consent at _____
2. I know the said parties.
3. I am a subscribing witness to the consent aforesaid.

AFFIDAVIT that Signatories Comprise all Members.

County of _____

To Wit _____

In the matter of, etc.

I, etc.

1. I am one of the applicants herein.
2. The persons named in the annexed consent now are and have been for some time carrying on business in as a partnership under the firm name and style of _____ .
3. The signatories to the annexed consent comprise all the members of the said partnership.

CONSENT TO BECOME OR ACT AS DIRECTOR.

To _____, Limited, _____ and to the
Directors thereof.

I, _____, hereby consent to become (act as) a
Director of _____, Limited, and undertake to acquire
and pay for the shares in the capital stock of the said Company
necessary to qualify me as such Director.

Dated at _____ this _____ day of _____, 19 _____ .

Witness: _____

DIRECTORS.**BY-LAW Increasing or Decreasing the Number of
Directors.**

Be it enacted and it is hereby enacted that by-law Number _____, section _____, of the Company be and it is hereby amended by striking out therefrom the words "the affairs of the Company shall be managed by a Board of Directors to consist of _____ persons," and substituting therefor the words "the affairs of the Company shall be managed by a Board of Directors to consist of _____ persons."

Enacted by the Directors of the Company this day of
19 .

.....
President.

(Seal.)

.....
Secretary.

Ratified and confirmed by the shareholders of the Company
this day of 19 .

.....
President.

(Seal.)

.....
Secretary.

NOTICE Publishing By-law in the Canada Gazette.

COMPANY, LIMITED.

Under the provisions of the Dominion Companies Act,
Company, Limited, hereby gives public notice
that it has passed and sanctioned a by-law for the purpose of
increasing [or decreasing] the number of Directors of the
Company, of which the following is a true copy:—

Company, Limited.

By-law Number .

Be it enacted and it is hereby enacted that by-law Number
, section , of the Company be and it is hereby amended
by striking out therefrom the words "the affairs of the Company
shall be managed by a Board of Directors to consist of
persons," and substituting therefor the words "the affairs of
the Company shall be managed by a Board of Directors to con-
sist of persons."

Dated at this day of 19 .

.....
President.

BY-LAW Authorizing the Decrease of Number of Directors.

BY-LAW No. .

WHEREAS it is expedient to decrease the number of Directors of the Company from five to three. — NOW THEREFORE be it enacted as a by-law of the Company:

That the number of Directors of the Company be varied by decreasing the number of such Directors from five to three;

And that By-law No. , of the Company be amended to accord herewith.

ANOTHER FORM.

THAT WHEREAS it is expedient to reduce the number of Directors of the Company,—

THEREFORE, be it enacted by the shareholders of , Limited, as a by-law of the said Company, as follows:—

The affairs of the Company shall from and after the time when this by-law comes into effect, be managed by a Board of five Directors.

A BY-LAW to Increase the Number of Directors.

BE it enacted by the Directors of , Limited, as a by-law of the Company, as follows:—

1. The number of Directors of the Company is hereby increased from nine to eleven.

2. The Board of Directors may, from time to time, between the confirmation of this by-law and the next annual meeting, elect to the Board of qualified shareholders of the Company until there shall have been elected, in addition to the present number of Directors, a sufficient number to make a full Board.

3. Until a full Board is elected the present number of Directors, and the shareholders from time to time elected by them as directors shall manage the affairs of the Company.

4. By-law No. _____, is amended by striking out the word "nine," where it appears therein and substituting therefor the word "eleven."

**NOTICE OF MEETING to Ratify Increase of
Directors, etc.**

TAKE NOTICE that a meeting of the shareholders of _____ Company, Limited, will be held at the office of _____, Building, Toronto, on the _____ day of March, 1918, at the hour of _____ o'clock in the _____ noon. The meeting is called as a general meeting, for the following purposes:—

1. To consider, and if deemed advisable, ratify a By-law passed by the Directors increasing the number of Directors from five to nine.

2. In the event of the By-law increasing the number of Directors being passed, to elect four Directors to complete the Board.

3. To consider, and if deemed advisable, to pass a resolution authorizing the Directors to delegate any of their powers to an Executive Committee.

Dated the _____ day of March, 1918.

BY ORDER OF THE BOARD.

Secretary.

**BY-LAW Authorizing Directors to Contract with the
Company.**

No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the exact nature and extent of his interest must be disclosed by him at the meeting of the Directors at which the

contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall, as a Director, vote in respect of any contract or arrangement in which he is so interested as aforesaid; and if he do so vote his vote shall not be counted; but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or relaxed to any extent by a general meeting.

CONSENT to Act as Director (Dominion Act).

TO THE SECRETARY OF STATE OF CANADA:

I, the undersigned, hereby testify my consent to act as Director of _____, Limited, pursuant to section 75, subsection 2, of the Companies Act, Revised Statutes of Canada, 1906, c. 79, and amending Acts.

| | | | |
|----------|------------|----------|--------------|
| WITNESS. | SIGNATURE. | ADDRESS. | DESCRIPTION. |
| Dated at | this | day of | , 19 . |

LIMITED.

**CONTRACT to Take and Pay for Qualification Shares.
(Dominion Act, s. 75.)**

TO THE SECRETARY OF STATE OF CANADA:

I, the undersigned, having consented to act as Director of _____, Limited, do hereby agree to take from the said Company and pay for one share of a par value of \$ _____, being the prescribed number of qualification shares for the office of Director of the Company.

| | | | |
|----------|------------|----------|--------------|
| WITNESS. | SIGNATURE. | ADDRESS. | DESCRIPTION. |
| Dated at | this | day of | , 19 . |

RESOLUTION CONFIRMING Acts and Proceedings of Directors.

BE IT RESOLVED that all acts and proceedings of the Directors of this Company, as exhibited by the minutes of the meetings held since the last meeting of shareholders, all of which have been duly examined, and all acts and proceedings taken or payments made by or to the officers, agents or employees of the Company, under the authority of or pursuant to any by-law, resolution, motion, instruction or direction contained in the by-laws or minutes of the meetings of Directors held subsequently to the last annual meeting of the shareholders of this Company, be and the same are hereby ratified, approved and confirmed.

DIVIDENDS.

DRAFT MINUTES for Declaration of Dividend.

The Treasurer of the Company, Mr. _____, submitted a statement of the financial position of the Company at this date as follows:—

(Here insert statement)

showing a surplus on hand over and above paid-up capital of \$ _____

It was thereupon moved by Mr. _____, seconded by Mr. _____, and resolved that a Dividend of \$ _____ per share upon the shares of the Company issued and outstanding be and the same is hereby declared in favor of the shareholders of record on the _____ day of _____ 19____, payable on _____

RESOLUTION of Directors to Set off Dividend Against a Call.

WHEREAS by resolution of the _____ day of _____, 19____, it was resolved by the Directors of _____ Limited, that a Dividend of \$6.00 per share upon the shares of the Company issued and outstanding should be and the

same was declared in favor of the shareholders of record on the _____ day of _____, 19____.

AND WHEREAS by a resolution of the _____ day of _____, 19____, it was resolved by the Directors of the said Company that a Call of \$6.00 per share be made upon each and all of the shares of the said Company now issued and outstanding not being credited as fully paid up.

NOW BE IT FURTHER RESOLVED that, in lieu of paying out the above mentioned Dividend in cash, such Dividend be paid and satisfied by setting off the said Dividend against the said Call.

BY-LAW Authorizing Payment of Dividends out of Wasting Assets (Ontario Act, s. 95).

BY-LAW No. _____

WHEREAS The _____ Limited, was incorporated under the Ontario Companies Act by Letters Patent under the Great Seal bearing date the _____ day of _____, A.D. 19____, with power given to the Directors to regulate the declaration and payment of Dividends;

AND WHEREAS the Directors of the Company desire to declare and pay dividends out of the funds derived from the operations of the Company, notwithstanding that the value of the net assets of the Company may be thereby reduced to less than the par value of its issued capital stock;

AND WHEREAS for this purpose it is prescribed by the Ontario Companies Act that a By-law be passed by the Directors and confirmed at a General Meeting duly called for the purpose of considering the same by a vote of the shareholders present or represented by proxy and holding not less than two-thirds of the issued capital stock represented at such meeting;

THEREFORE The _____ Limited, enacts as follows:—

1. That the Directors be and they are hereby authorized to declare and pay dividends out of the funds of the Company derived from its operation, notwithstanding that the value of the

net assets of the Company may be thereby reduced to less than the par value of its issued capital stock.

2. Nothing in Sub-section 1 of this By-law contained shall be deemed to authorize the Directors of the Company to declare and pay dividends as aforesaid if such payment would reduce the value of the remaining assets of the Company so that they would be insufficient to meet all the liabilities of the Company, exclusive of its nominal paid-up capital.

EXECUTIVE COMMITTEE.

RESOLUTION of Shareholders for Appointment of Executive Committee Applicable to Ontario Company.

Be it resolved that the Directors may from time to time delegate any of their powers to an Executive Committee consisting of not less than three, to be elected by the Directors from their number, and the following provisions shall apply thereto, that is to say:—

1. The Directors may from time to time determine which of their body shall be members of the Executive Committee and the Directors may at any time modify, dissolve or re-constitute the Executive Committee and may make such regulations in regard thereto as the Directors may think expedient.

2. The Executive Committee shall, subject to any regulations the Directors may from time to time make, be competent to exercise all or any of the powers, authorities and discretions vested in or exercisable by the Directors, save and except only such acts as must by law be performed by the Directors themselves.

3. The meetings and proceedings of the Executive Committee shall be governed by the provisions in the by-laws for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors as aforesaid.

4. The Executive Committee shall be annually paid for their services as such Committee such sum as shall be set apart for that purpose by the shareholders in general meeting assembled, and such sum shall be distributed among the individual members of the Executive Committee as the Directors may determine.

5. The committee shall, in the exercise of their powers so delegated, conform to any regulation that may from time to time be imposed upon them by the Directors.

**RESOLUTION of Directors Appointing an
Executive Committee.**

Resolved that _____ and

be and they are hereby appointed an Executive Committee of the Directors, pursuant to a resolution passed by the shareholders of the Company at a General Meeting called for that purpose on the _____ day of _____, 19____, and that the following regulations shall apply to the said Committee and the transaction of its business:—

1. Each member of the Executive Committee shall hold office until the next Annual Meeting of the Company or until he resigns or is removed by resolution of the directors.

2. A quorum shall consist of two members of the Committee personally present and waive notice.

3. Meetings of the Committee may be convened by any member of the Committee on any notice either in writing or by telephone or telegraph. Provided that no notice shall be necessary where all the members of the Committee are personally present.

4. Full minutes of all business transacted at every meeting of the Committee shall be kept in a proper minute book provided for that purpose, and the Secretary of the Company shall forthwith after the holding of each meeting transmit to each of the Directors of the Company other than those who are members of the Executive Committee, a copy of such minutes.

5. All acts and proceedings of the Executive Committee shall be subject to review at any meeting of the Board of Directors, but nothing herein contained shall enable the Board as against a third party to invalidate anything already done in pursuance of a resolution validly passed by the Executive Committee.

RESOLUTION for Appointment of Executive Committee Applicable to a Company Incorporated by Memorandum and Articles of Association.

RESOLVED that
be and they are hereby appointed an Executive Committee of the Directors pursuant to Article () of the Articles of Association of the Company with all the powers in the said Article mentioned, and that the following regulations shall apply to the said Committee and the transaction of its business.

1. Each member of the Executive Committee shall hold office until the next annual meeting of the Company or until he resigns or is removed by resolution of the Directors.

2. A quorum shall consist of members of the Committee personally present.

3. Meetings of the Committee may be convened by any member of the Committee on any notice either in writing or by telephone or telegraph. Provided that no notice shall be necessary where all the members of the Committee are personally present.

4. Full minutes of all business transacted at every meeting of the Committee shall be kept in a proper minute book provided for that purpose and the Secretary of the Company shall forthwith, after the holding of each meeting, transmit to each of the Directors of the Company other than those who are members of the Executive Committee, a copy of such minutes.

5. All acts and proceedings of the Executive Committee shall be subject to review at any meeting of the Board of Directors, but nothing herein contained shall enable the Board as against a third party to invalidate anything already done in pursuance of a resolution validly passed by the Executive Committee.

EXTRA-PROVINCIAL CORPORATIONS.**NOVA SCOTIA.****STATEMENT (Departmental Form).**

IN THE MATTER OF THE DOMESTIC, DOMINION AND FOREIGN
CORPORATIONS ACT, 1912.

—AND—

IN THE MATTER OF (Insert Company's correct name in full).

Statement under Section 24 of said Chapter.

(a) The Corporate name of the Company is (Insert Company's correct name in full).

(b) The Company was incorporated (State when, where and under what special or general Act the Company was incorporated).

(c) The Head Office of the Company is situated at .

(d) The amount of the nominal capital stock of the Company is \$.

(e) The amount of capital stock of the Company subscribed or issued is \$, and the amount paid up thereon is \$.

(f) The nature of each kind of business the Company is empowered to carry on is as follows:—

(g) The kind of business intended to be carried on in Nova Scotia by the Company is as follows:—

(h) The names and addresses of the Directors of the Company are as follows:—

(i) The names of the Officers of the Company are as follows:—

I, (This affidavit is to be made by one of the principal officers of the Company) of in the County of make oath and say that I am the of the said

Company, and that the foregoing statements are and each of them is true.

SWORN TO AT
in the County of
this day of
Before me,

.....
A.D. 19 . }

.....
Notary Public.

APPOINTMENT OF AGENT (Departmental Form).

IN THE MATTER OF THE DOMESTIC, DOMINION AND FOREIGN
CORPORATIONS ACT, 1912.

—AND—

IN THE MATTER OF (Insert Company's name)

Appointment of Agent under Section 25 of said Act.

of number
Street, in the County of , Province
of Nova Scotia, is hereby appointed the recognized Agent
of (Insert Company's name) resident
within Nova Scotia, service upon whom of any writ, summons,
process, notice or other document shall be deemed to be suffi-
cient service upon the Company, and this appointment shall
be and remain in force until notice in writing by the Com-
pany that he has ceased to be such agent is filed with the
Registrar of Joint Stock Companies.

Dated the day of A.D. 19 .

.....
(The name and seal of the Company must be subscribed and set by
its proper officers, whose names and official titles
must also be subscribed.)

The Agent must be a person, not a firm or Company.

A penalty not exceeding \$100 is incurred by a Company
which fails to appoint and have an Agent, as required by sec-
tion 25 of said Act, and its Certificate of Registration may be
revoked.

NEW BRUNSWICK.**APPLICATION for License (Departmental Form).**

TO HIS HONOUR, THE LIEUTENANT-GOVERNOR-IN-COUNCIL:—

APPLICATION IS HEREBY MADE for License for the following
to carry on its business or part thereof, and
exercise its powers or part thereof in the Province of New
Brunswick, as required under section 13, Part 2, chapter 18,
Consolidated Statutes, 1903, Respecting Extra-Provincial Cor-
porations:—

I, _____ of _____ make oath and say:

1. That I am _____ of _____
2. That the name of the Province, State or Country where the applicant Company was incorporated is _____
3. That its objects are _____
4. That its corporate name is _____
5. That the date and manner of its said incorporation are _____
6. That the place where its head office is situated is _____
7. That its existence is _____ limited by statute or otherwise; (and if limited) the period of its existence yet to elapse is _____ and that its existence may be lawfully extended _____
8. That it is a valid and subsisting corporation _____
9. That it has _____ power to hold land in New Brunswick; and if it has such power, state the conditions under which such land is to be held _____
10. That the powers it desires to exercise in New Brunswick are _____
11. That the amount of its capital stock is \$ _____ and that such capital stock is divided into _____ shares.
12. That the amount of its subscribed capital is \$ _____
13. That the amount of its paid-up capital is \$ _____

A verified copy of this charter and regulations, and an affidavit or statutory declaration that the said Company is still in existence, and is legally authorized to transact business under said charter, accompanies this statement.

4. Head office without the province

5. Chief office within the province

6. Capital stock authorized \$ _____ Number of
 shares Stock subscribed or issued \$ _____ Stock
 subscribed paid up \$ _____

7. Limited or non-Limited Company

8. Directors:—

| Name | Address | Occupation |
|-------|---------|------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

9. Names of Officers of the Company

10. Name, address and occupation of the Agent or person in charge of the Company's business in Prince Edward Island

11. The Balance Sheet and Auditor's report thereon duly verified accompanies this statement (This applies to Insurance Companies only).

Dated and sworn to at _____ in _____ on
 the _____ day of _____ A.D. 19 _____

(Signature of Manager)

Be it known that on the _____ day of _____ A.D.
 19 _____, at the City of _____ in _____ the
 above named _____ personally appeared

before me and made oath that the foregoing statement is just and true.

.....

The above oath may be taken before any Judge of the Supreme or County Court, or Notary Public, or any officer authorized to administer oaths in the State or Province, or by the Mayor of the City, in which the manager of the Company resides.

QUEBEC.
PETITION.

To HIS HONOUR LIEUTENANT-GOVERNOR OF
THE PROVINCE OF QUEBEC:

The petition of The , Company, Limited,
humbly sheweth as follows:—

Your petitioner is desirous of obtaining a license under the Act for the licensing of Extra-Provincial Commercial Corporations and Joint Stock Companies (4 Edw. VII. c. 34), to carry on business in this province.

That your petitioner is incorporated in virtue of
as a company, doing business
with head office at Province or State of

That your petitioner in support of this application files a copy of its charter, or articles of association, and deposits a power of attorney, constituting , chief
agent in the province for the purpose of receiving services in any suit or proceeding against it, and declaring where the principal office of the Company is to be established.

[The corporation does not propose to establish a commercial or financial office in the province, its business being carried on through commercial travellers.

The corporation has employed during the last two years in the Province of Quebec, an average of not more than \$10,000 of its capital. During the year 1914, the corporation will not employ in the Province of Quebec more than \$40,000 of its capital.]

Your petitioner therefor prays, that Your Honour may be pleased to grant a license to your petitioner, to carry on any of its business in the Province of Quebec, according to the Act for the licensing of Extra-Provincial Commercial Corporations and Joint Stock Companies (4 Edw. VII. c. 34).

AND YOUR PETITIONER AS IN DUTY BOUND WILL EVER PRAY.

Dated at this day of May, 19 .

THE COMPANY, LIMITED,

President,

[SEAL.]

Secretary.

AFFIDAVIT.

CANADA,
PROVINCE OF QUEBEC, }
DISTRICT OF

IN THE MATTER OF The Company, Limited.

The Petition of the Company, Limited, for a license under the Act for the licensing of Extra-Provincial Commercial Corporations and Joint Stock Companies (4 Edw. VII. c. 34), to carry on business in this province.

I, , Secretary-Treasurer of The Company, Limited, make oath and say:—

2. I have knowledge of the matter and the allegations in the within Petition contained are, to the best of my knowledge and belief, true in substance and fact.

3. The Company, Limited, is so constituted as to carry out the obligations it may contract in the Province of Quebec .

4. That at least ten per cent. of its authorized capital has been subscribed and paid in, viz., \$.

And I have signed

.....

SWORN BEFORE ME at }
Province of Quebec }
this day of }
19 . }
in the District of }

POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS that The Company, Limited, whose head office is at _____ Province or State of _____, doth hereby constitute _____, Advocate, of the City of Montreal, in the Province of Quebec, chief agent in said province, for the purpose of receiving services in any suit or proceeding against the said Company within the Province of Quebec; and the service of process upon the said _____ as its principal Agent in the Province of Quebec, in respect of such suits or proceedings, shall be accepted as legal and binding by the said corporation, to all intents and purposes whatever.

The principal office of the corporation is to be established at _____ (insert name of place, street and number, if any), for the purpose of receiving service in any suit or proceeding as aforesaid.

IN WITNESS WHEREOF The _____ Company, Limited, has thereunto set its Corporate Seal, and the hands of its President and Secretary, this _____ day of _____ 19 _____.

THE

COMPANY, LIMITED.

WITNESS: (Seal).

.....

.....
President,.....
Secretary.

NOTE.—The signature of the witness must be authenticated before the Mayor or some other public officer, according to Article 1220, of the Civil Code of this Province.

AFFIDAVIT OF EXECUTION.

I, _____, of _____ in the State of _____, one of the United States of America, do solemnly declare: That I am one of the subscribing witnesses of the Power of Attorney hereto annexed; that I know

the constituent therein named that I was personally present on the _____ day of May, 1914, and did then and there see the said Power of Attorney executed for and in the name of the said The _____ Company, Limited, by _____ and _____, who are respectively the President and Secretary of the said Company; that the signatures " _____ " and " _____ " are the proper handwriting and true signatures of the said _____ and _____, and that the names _____ and _____ subscribed to the said Power of Attorney, as attesting the execution thereof, are the proper handwriting and true signatures of the said _____ and of this declarant.

AND I make this declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act of 1906.

DECLARED BEFORE ME at West Chester, }
 Pa, U.S.A., this _____ day of }
 May, 1914.

MAYOR OF WEST CHESTER.

TO ALL TO WHOM THESE PRESENTS SHALL COME:—

I, _____, Mayor of West Chester, do hereby certify that on the day of the date hereof, personally came and appeared before me _____ the declarant named in the foregoing declaration, which he then made before me in due form of law, and he did solemnly and sincerely declare to be true, the several matters and things mentioned and contained in the said foregoing declaration.

IN FAITH AND TESTIMONY WHEREOF I have hereunto signed my name, and caused the corporate seal of the said City of West Chester, to be hereunto affixed.

Dated at West Chester, aforesaid, this _____ day of May, 1914.

.....
 Mayor.

CERTIFICATE Verifying Incorporation Papers.

UNITED STATES OF AMERICA, }
 STATE OF PENNSYLVANIA, }
 COUNTY OF CHESTER. }

To Wit:

IN THE MATTER OF the
 Company.

I, _____, of the City of West Chester, in the
 County of Chester, do solemnly declare:—

That I have compared the paper writing hereto annexed with
 an official certified copy of the incorporation papers of the
 Company, certified under the signature and
 seal of _____, Recorder of Deeds, in the County of
 Chester, and under the hand of _____ Governor
 of the Commonwealth of Pennsylvania, and _____ Deputy
 Secretary of the said Commonwealth of Pennsylvania, and I
 say that the paper writing hereto attached, and marked as
 Exhibit "A" to this my declaration, is a true copy of the said
 official copy so certified as aforesaid, and of which it purports to
 be a copy.

And I make this solemn declaration conscientiously believ-
 ing it to be true, and knowing that it is of the same force and
 effect as if made under oath, and by virtue of the Canada Evi-
 dence Act.

DECLARED BEFORE ME at the City of _____ }
 West Chester, in the State of Pennsyl- }
 vania, this _____ day of _____ }
 A.D. 1914.

A Commr., etc.

under which any known business is being carried on in Ontario, or so nearly resembling the same as to deceive;

8. THAT your Petitioner desires to exercise in the Province of Ontario all the powers conferred upon it by its Charter and Act of Incorporation.

9. THAT the amount of the authorized capital of your Petitioner is \$125,000, divided into 1,250 shares of \$100 each.

10. THAT the amount of the subscribed capital of your Petitioner is \$100,000, and the amount of its paid-up capital is \$100,000, and the Company proposes to use in the Province of Ontario \$40,000 of its capital.

11. THAT the chief place of business of your Petitioner in the Province of Ontario is at the Town of _____, in the County of _____, and the chief agent of your Petitioner in the Province of Ontario is [name, description, residence].

12. THAT your Petitioner has authorized the making of this application by Resolution of its Board of Directors, and has duly appointed _____, of the City of Toronto, in the County of York, its attorney to represent it in the Province of Ontario.

AND YOUR PETITIONER AS IN DUTY BOUND WILL EVER PRAY.

Dated at _____, this _____ day of _____, A.D. 19 _____.

.....
President.

.....
Secretary.

AFFIDAVIT of Execution.

PROVINCE OF ONTARIO
 County of Hastings,
 To WIT:

{ IN THE MATTER OF the application by
 The _____ Company, Limited, a
 Company incorporated under the
 Laws of the Dominion of Canada
 for the granting of a license to carry
 on business in the Province of
 Ontario.

And in the matter of Extra-Provincial
 Corporations Act, R. S. O. (1914),
 c. 179, and Amending Acts.

I, _____, of the Town of _____, in the
 County of _____ in the Province of Ontario,
 make oath and say:—

1. That I was personally present and did see and _____, the President and Secretary respectively of The _____ Company, Limited, sign the Petition marked as Exhibit "A" hereto, and affix thereto the common seal of the Company, that I know the said parties, and that the signatures " _____ " and " _____ " are the true signatures of the said parties, and that the impression of the seal on said petition is that of the common seal of this Company.

SWORN BEFORE ME at the Town of _____, in the Province of Ontario, this _____ day of _____, A.D. 1915.

A Commissioner, etc.

AFFIDAVIT Verifying Petition.

PROVINCE OF ONTARIO,
To WIT: { IN THE MATTER OF the application by The _____ Company, Limited, incorporated under the Laws of the Dominion of Canada for the granting of a License to carry on business in the Province of Ontario.
AND IN THE MATTER OF the Extra-Provincial Corporations Act, R.S.O. 1914, c. 179 and amending Acts.

I, _____, of the Town of _____, in the Province of Ontario, Esquire, MAKE OATH AND SAY:—

1. I am the President of the above Company and have knowledge of the matters herein deposed to.

2. The Letters Patent of the Company, dated the _____ day of _____, 19 _____, represent the present status of the Company, and the terms of the original incorporation of the Company have not been varied.

3. The said The _____ Company, Limited, is still in existence and is legally authorized to transact business under its charter.

4. Exhibit "A" to this my affidavit is a power of attorney as required by R. S. O. (1914), c. 179 and Amending Acts to _____ as attorney for The _____ Company, Limited.

in the Province of Ontario, which power of attorney is signed by _____, President, and by _____, Secretary, and sealed with the Corporate Seal of The _____ Company, Limited, and is hereby authenticated by me as a power of attorney for the said purpose duly executed under the authority of the said Company, I being cognizant of the facts necessary for such verification as aforesaid.

5. I have a knowledge of the matters in the petition set forth, and I say that the corporate name of The _____ Company, Limited, is not on any public ground objectionable, and is not that of any known Company incorporated or unincorporated, or of any partnership or individual doing business in Ontario, or the name under which any known business is being carried on in Ontario, or so nearly resembling the same as to deceive, and I say in addition, that the several matters herein stated and the allegations contained in the petition of the Company for a License are to the best of my knowledge and belief true in substance and in fact, and exhibit "B" is a true copy of a resolution duly passed by the Directors of the Company.

SWORN BEFORE ME at the Town of _____
 _____, in the Province of Ontario, }
 this _____ day of _____, A.D. 1915. }

A Commissioner, etc.

POWER OF ATTORNEY.

Exhibit "A" to the Affidavit of _____, sworn
 before me this _____ day of _____, 19 _____.

A Commissioner, etc.

Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS, that The _____ Company, Limited, for divers good causes and considerations it thereunto moving, has made, nominated, constituted and appointed, and by these presents does make, nominate, constitute and appoint _____, of the City of Toronto, in the County of York, and Province of Ontario, King's Counsel, its true and lawful attorney to act as such and to sue and be sued, plead and be impleaded in any Court in Ontario, and generally on behalf of the Company and within Ontario to accept service

of process, and to receive all lawful notices, and for the purposes of the Corporation to do all acts and to execute all deeds and other instruments relating to the matters within the scope of this Power of Attorney, and the Extra-Provincial Corporations Act.

And the said, THE _____ COMPANY, LIMITED, does hereby confirm and agree to confirm ALL AND SINGULAR what its Attorney shall lawfully do, or cause to be done, in the premises by virtue hereof.

Until due lawful notice of the appointment of another and subsequent attorney has been given to and accepted by the Provincial Secretary of Ontario, service of process or of papers and notices upon the said _____ shall and will be accepted by the said Corporation as sufficient service in the premises.

IN WITNESS WHEREOF the Corporate Seal of The Company, Limited, has hereunto been affixed, and the hands of its President and Secretary have hereunto been set this _____ day of _____, A.D. 19 _____.

.....
President.

(Seal)

.....
Secretary.

—————
CONSENT.

I, _____, of the City of Toronto, in the County of York, and Province of Ontario, King's Counsel, being the person named in the Power of Attorney hereunto annexed, hereby consent to act as Attorney of The Company, Limited, according to the terms of the said Power of Attorney.

WITNESS my hand this _____ day
of _____, A.D. 19 _____.

Lieutenant-Governor in Council of the Province of Ontario, for a license enabling the Company to exercise in Ontario all the powers conferred upon it by its Charter, and acquire lands and any interest in lands for the purpose of its business in the said province, and that _____, of the City Toronto, in the County of York and Province of Ontario, King's Counsel, be appointed the true and lawful attorney of the Company to exercise in the name and on behalf of the Company, the powers and authorities referred to in the Power of Attorney, a draft whereof has been marked by the President and Secretary with this date and their initials for identification, and that the President and Secretary be, and they are hereby authorized to execute a power of attorney in the form so approved, and to do, sign and execute all deeds, documents or things necessary or desirable in connection with the same.

CARRIED.

CERTIFIED A TRUE COPY.

.....
President.

.....
Secretary.

PETITION for License in Mortmain (Ontario).

TO HIS HONOUR THE LIEUTENANT-GOVERNOR OF THE PROVINCE OF ONTARIO IN COUNCIL:

The petition of _____, Limited,
 HUMBLY SHEWETH:

(1) That your Petitioner is incorporated under the laws of the Dominion of Canada, and proposes to carry on business in the Province of Ontario and elsewhere.

(2) That the corporate name of your Petitioner is _____, Limited.

(3) That the corporate name of your Petitioner is not on any public ground objectionable, and that it is not that of any known Company, incorporated or unincorporated, or of any partnership or individual doing business in Ontario, or the name under which any known business is carried on in Ontario, or so nearly resembling same as to deceive.

(4) That your Petitioner was incorporated [date] by Letters Patent of the Dominion of Canada, as appears by certified copy of Letters Patent filed herewith.

(5) That your Petitioner's head office is at _____, in the Province of Ontario.

(6) That the existence of your Petitioner is not limited by statute or otherwise.

(7) That your Petitioner is a valid and subsisting corporation.

(8) That your Petitioner has inherent power to acquire and hold lands.

(9) That the following are the authorized powers of your Petitioner under its charter, viz., those set out in and granted by the Letters Patent, certified copy of which is filed herewith.

(10) That the power which your Petitioner desires to exercise in Ontario is to hold lands.

[(11) The land which your Petitioner desires to hold in Ontario is described as follows:

.]

(12) That the amount of the authorized capital of your Petitioner is \$ _____, divided into _____ shares of \$100 each, all of one class.

(13) That \$ _____ of the authorized capital have been subscribed, and \$ _____ paid up.

(14) That your Petitioner has authorized this application and has duly appointed _____ of _____, its attorney,

YOUR PETITIONER THEREFORE PRAYS that your Honour may be pleased, by Letters Patent, under the Great Seal, to grant a License in Mortmain to your Petitioner to hold lands in Ontario.

AND YOUR PETITIONER AS IN DUTY BOUND WILL EVER PRAY.

Dated at _____ this _____ day of _____, 19 _____.

Limited.

By
President.

.....
Secretary.

[SEAL]

AFFIDAVIT of Secretary.

PROVINCE OF ONTARIO) IN THE MATTER OF
 County of York,) etc.
 To Wit:)

I, _____, of the _____ of _____
 in the _____ of _____, MAKE OATH AND SAY:

(1) That I am the Secretary of the above-named Company, and have knowledge of the matters herein deposed to.

(2) That the allegations set out in the annexed petition are true in substance and in fact, to the best of my knowledge and belief.

(3) That the certified copy of the Letters Patent incorporating the Company filed herewith, is a true and correct copy of all records affecting the status of the Company, and that the original Letters Patent have not been varied by by-law, regulating Supplementary Letters Patent or otherwise.

(4) That the Company has inherent power to acquire and hold land.

(5) That the Company has duly authorized the making of this application.

NOTE.—An affidavit of execution also verifying the impression of the corporate seal; certified copy of resolution of Directors; power of attorney with affidavit of execution; consent to act as attorney and affidavit of execution; certified copy of Letters Patent and Supplementary Letters Patent (if any) are required, as in the case of an application for a license.

**PETITION for Supplementary License Increasing
 Capital to be used in Ontario.**

IN THE MATTER OF, ETC.

TO HIS HONOR THE LIEUTENANT-GOVERNOR OF
 THE PROVINCE OF ONTARIO IN COUNCIL

THE PETITION OF _____ COMPANY, HUMBLY
 SHEWETH AS FOLLOWS:—

1. That your petitioner is an incorporated Company incorporated under the laws of the Commonwealth of Massachusetts, one of the United States of America, for the purpose of carry-

ing on mining and like operations, a certified copy of the certificate of incorporation having been filed on the original application for license herein.

2. That the head office of your petitioner is in the city of _____ in the said Commonwealth of Massachusetts, and your petitioner is not limited by statute or otherwise, and is now a valid and subsisting corporation, carrying on business, with its head office at _____ in the said Commonwealth of Massachusetts, and also with works at _____ in the Province of Ontario.

3. That the authorized capital stock of your petitioner is \$ _____, divided into _____ shares of the par value of \$100.00 each, and with respect to its business in the Province of Ontario your petitioner has, under its existing license, dated the _____ day of _____, 19____, the right to use of its capital \$ _____, and desires by this application to increase this amount to \$ _____.

4. That the head office of your petitioner in the Province of Ontario is at the town of _____.

5. (Insert particulars of extended powers, if any, which the Company desires to exercise in Ontario.)

6. That the status of your petitioner has not changed since the original license was granted. (If the corporate status has been altered, a certified copy of the amendments filed in the Department of the Secretary of State, or other proper office having custody of the papers, and duly verified by such officer, should be filed with petition).

YOUR PETITIONER THEREFORE PRAYS that Your Honor be pleased to grant a supplementary license to your petitioner, pursuant to the Act of the Province of Ontario in that behalf.

AND YOUR PETITIONER AS IN DUTY BOUND WILL EVER PRAY.

Dated at Toronto, the _____ day of _____, 19____.

Company,

(Seal)

By

President.

Secretary.

NOTE.—The contents of, the signatures to, and the impression of the seal upon the petition, must be verified by affidavits.

MANITOBA.**DECLARATION and Power of Attorney (Departmental Forms).**

IN THE MATTER OF the application of _____ for
a License under "The Companies Act."

I, _____, of _____, in _____, do
solemnly declare that:

1. I am the duly appointed Secretary of _____, a
Company duly incorporated under _____ granted by
the _____, a true copy of which is hereto annexed, and
marked as Exhibit A.;

2. The said Company is still in existence and legally author-
ized to transact business under its said _____

3. Hereto annexed, and marked as Exhibit B, is a Power of
Attorney to _____, of the _____ of _____, in the
Province of Manitoba, whose place of residence (or business)
is _____ in said City, and that the signatures
of _____ and _____, subscribed to the
Power of Attorney, are in the proper handwriting of _____,
and _____, who are the President and Secretary respectively
of the said Company, and that the seal impressed thereon is the
corporate seal of the said Company.

4. I am cognizant of the facts necessary for the verification
of the said Power of Attorney.

And I make this solemn declaration conscientiously believing
it to be true and knowing that it is of the same force and effect
as if made under oath and by virtue of "The Canada Evidence
Act."

DECLARED BEFORE ME at the)
of _____, this)
of _____, A.D. 19 .)

A Commissioner, etc.,

for taking affidavits for use in the Province of Manitoba.

Exhibit B.

Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS that _____, a Corporation organized and existing under and by virtue of the laws of the _____, hath appointed, and doth hereby appoint, _____, of the City of _____, in the Province of Manitoba, whose exact place of residence (*or* business) is at _____ in said City, the Agent or Attorney of said Corporation in the said Province, and doth hereby authorize and empower the said _____ for it, and in its name, place and stead, to accept process in all suits and proceedings against _____, within the Province of Manitoba, and the said _____ hereby declares that service of process on the said _____, its Agent hereby appointed in respect of such suits or proceedings, shall be legal and binding on the said _____ to all intents and purposes whatever, the said _____ hereby waiving all claims of error by reason of such service.

In witness whereof the said _____ has caused its official seal to be hereunto affixed, and these presents to be signed by its President and Secretary, the _____ day of _____, A.D. 19 _____.

SIGNED, SEALED AND EXECUTED }
 _____ in the presence }
 of _____

President.[SEAL]
*Secretary.***SASKATCHEWAN.****PETITION (Departmental Form).**

CANADA.

PROVINCE OF SASKATCHEWAN.

THE COMPANIES ACT OF SASKATCHEWAN.

*To the Registrar of Joint Stock Companies
 of the Province of Saskatchewan.*

THE PETITION OF _____ humbly showeth as follows:
 (1) The _____ was duly incorporated on
 the _____ day of _____ by _____, and was duly

organized and is still in existence and is legally authorized to transact business.

(2) The Company is desirous of obtaining registration under and pursuant to the provisions of the said Act.

(3) Your Petitioner therefore prays that it may be duly registered under the authority of the said Act.

And your Petitioner will ever pray.

DATED at this day
of , 19 .

DECLARATION (Departmental Form).

GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN.

DECLARATION UNDER THE COMPANIES ACT.

I, of in the do
solemnly declare:

(1) That I am the duly appointed of
The , a Company duly incorporated under
 , a true copy of which is hereto attached
marked (a).

(2) That hereto attached and marked (b) is a true copy of
all by-laws, rules and regulations governing the said Company.

(3) That the said Company is still in existence and legally
authorized to transact business under its charter.

(4) That hereto attached and marked (c) is a true copy of
the last balance sheet of the said Company made up to
(or a statement containing the particulars required to be given
in the annual statement under the provisions of section 8 of The
Foreign Companies Act).

(5) That the head office of the Company is situated at
 in the of , and that
the head office of the Company in the Province is situated
at

DECLARATION (Departmental Form).

GOVERNMENT OF THE PROVINCE OF ALBERTA.

DECLARATION UNDER THE FOREIGN COMPANIES ORDINANCE OF
THE NORTH-WEST TERRITORIES.

I, _____ of _____ in the _____ do
solemnly declare:

(1) That I am the duly appointed _____ of
The _____, a Company duly incorporated
under _____, a true copy of which is hereto
attached, marked (a) .

(2) That hereto attached and marked (b), is a true
copy of all by-laws, rules and regulations governing the said
Company.

(3) That the said Company is still in existence and legally
authorized to transact business under its charter.

(4) That hereto attached and marked (c), is a true copy
of the last balance sheet of the said Company made up
to _____ (or a statement containing the
particulars required to be given in the annual statement under
the provisions of section 8 of the Foreign Companies Ordin-
ance of the North-West Territories).

(5) That _____ of _____ in the Province
of Alberta, has been duly appointed attorney of the Com-
pany, as required by the said Ordinance.

(6) That hereto attached and marked (d), is the Power of
Attorney appointing the said _____ attorney for
said Company and that the signatures of _____ and
_____ subscribed to the said Power of
Attorney are in the proper handwriting of _____ and
_____ who are the _____ and _____ respec-
tively of the said Company.

(7) That the head office of the Company is situated
at _____ in the _____ of _____ and
that the head office of the Company in the province is sit-
uated at _____ .

And I make this solemn declaration conscientiously believ-
ing it to be true, and knowing it is of the same force and effect

as if made under oath, and by virtue of the Canada Evidence Act, 1893.

DECLARED BEFORE ME at the

of
in the
of
this

.....

day of

.....
A Notary Public.

POWER OF ATTORNEY (Departmental Form).

CANADA,

PROVINCE OF ALBERTA.

THE FOREIGN COMPANIES ORDINANCE, 1903.

Power of Attorney.

KNOW ALL MEN by these presents that _____ a
Company duly incorporated under _____ of the _____.

DOTH HEREBY MAKE, nominate, constitute and appoint
of _____ in the Province of Alberta,
Canada, _____ to act as the attorney of the
said Company, for the purpose of accepting service of process
in all suits and proceedings against the said Company, within
the Province of Alberta, Canada, and of receiving all lawful
notices; and doth hereby declare that service of process in respect
to such suits and proceedings, and all such notices upon the
said _____ shall be legal and binding to all
intents and purposes whatsoever; and doth hereby waive all
claims of error by reason of such service, and doth hereby
declare that this Power of Attorney is given for the purpose
of vesting in the said attorney all authority required to be
vested in any attorney under the Foreign Companies Ordinance,
1903; and for all and every of the purposes aforesaid doth hereby
give and grant unto the said attorney, full and absolute power
and authority to do all things necessary to be done in and about
the premises.

IN WITNESS WHEREOF the Company has hereunto set its corporate seal attested by the signature of its and this day of 19 .

SIGNED, SEALED AND DELIVERED
in the presence of

.....

.....

.....

BRITISH COLUMBIA.

POWER OF ATTORNEY (Departmental Form).

FORM OF POWER OF ATTORNEY.

APPROVED OF BY THE REGISTRAR OF JOINT STOCK COMPANIES,
UNDER SECTIONS 153 AND 158 OF THE "COMPANIES ACT."

KNOW ALL MEN by these presents that we, "The Company, Limited," whose head office in the Province of British Columbia is at , do hereby make, nominate, constitute, and appoint by occupation of aforesaid, to act as our true and lawful attorney within the Province of British Columbia, and for us, and in our name, place and stead, to sue and be sued, plead or be impleaded, in any Court in the said Province, and generally on behalf of the said Company and within the said Province to accept service of process, and to receive all lawful notices, and to issue and transfer shares or stock.*

Any further powers the Company is entitled to give its attorney may be added.

And for all and every of the purposes or matters aforesaid, do hereby give and grant unto our said Attorney, full and absolute power and authority to do all acts and to execute all deeds and other instruments as fully and effectually as the said Company could do if in British Columbia and acting therein, the said Company hereby ratifying and confirming, and agreeing to

*The words in italics may be omitted with the Registrar's consent. See sections 143 and 143A.

ratify and confirm, and allow all and whatsoever their said attorney shall lawfully do or cause to be done in the premises by virtue hereof.

IN WITNESS WHEREOF the said Company have caused their Common Seal to be hereunto affixed this day of , one thousand nine hundred and .

The Common Seal of the
Company, Limited, was hereunto affixed } [L.S.]
in the presence of—

..... }
..... } *Directors.*
..... }

Secretary.

I HEREBY CERTIFY that personally known to me, appeared before me and acknowledged to me that he is Secretary of , and that he is the person who subscribed his name to the annexed Instrument, as Secretary of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and to affix the said seal to the said instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Seal of Office, at , this day of , A.D. 19 .

PETITION for Registration (s. 158).

PROVINCE OF BRITISH COLUMBIA.

IN THE MATTER OF "THE COMPANIES ACT" AND AMENDMENTS THERETO, AND IN THE MATTER OF , LIMITED.

To the Registrar of Joint Stock Companies:

THE PETITION OF LIMITED.

HUMBLY SHEWETH:

1. That your petitioner was incorporated under the authority of the Laws of the of on

the day of 19 , with an authorized capital of \$, divided into shares of the par value of \$ each, and is now governed by the existing laws of the said

2. That on the day of 19 , your petitioner increased its capital stock to a total of \$ divided into shares of a par value of \$ each.

3. Your petitioner is by its charter authorized to carry on business in the Province of British Columbia.

4. The head office of your petitioner without the Province of British Columbia is situate at in the of

5. The head office of your petitioner within the Province of British Columbia will be situate at Street in the City of in the said Province.

6. Your petitioner is not a public company, the shares or stock whereof are upon the market (or as the case may be).

(See s. 143-A).

7. That the time of existence of the said Company is unlimited (or as the case may be).

8. Your petitioner is now actually carrying on an established business beyond the Province of British Columbia in which at least fifty per cent. of its subscribed capital is invested.

9. Your petitioner desires to be registered within the Province of British Columbia pursuant to the provisions of the above Act.

Dated at in the of
this day of A.D. 19 .

THE CORPORATE SEAL OF

was hereto affixed in the
presence of

AFFIDAVIT (s. 158).

PROVINCE OF BRITISH COLUMBIA.

IN THE MATTER OF "THE COMPANIES ACT" AND
AMENDMENTS THERETO, AND IN THE MATTER OF
, LIMITED.

I, _____ of the _____ in the _____ of _____.

MAKE OATH AND SAY:—

1. I am the Secretary of the above named _____ Limited, and have personal knowledge of the matters hereinafter deposed to and am authorized by the said Company to make this Affidavit.

2. The statements contained in the Petition herein, bearing even date herewith, are true in substance and in fact.

3. The said Company is still in existence and legally authorized to transact business under its Charter.

4. The several documents now produced and shown to me and marked respectively with the letters "A," "B," "C" and "D" are true copies of _____ (A) The Laws or Statutes of the state of _____ (or as the case may be) under which the said Company was incorporated and amendments to date;

(B) The Certificate of Incorporation or Charter incorporating the said Company, issued by and certified a true copy by _____

(C) The Memorandum of Association, Articles of Association, By-laws and Regulations of the said Company, certified a true copy by the Secretary of the said Company under the Corporate Seal of the said Company;

(D) Resolutions and contracts affecting or relating to the capital or assets of the said Company, certified a true copy by the Secretary of the said Company under the Corporate Seal of the said Company.

5. The documents enumerated in the next preceding paragraph hereof comprise the whole Charter and Regulations of the

said Company, and all contracts and resolutions affecting or relating to its capital or assets.

Sworn before me, etc.

A Notary Public, etc.

AFFIDAVIT (s. 153).

PROVINCE OF BRITISH COLUMBIA.

IN THE MATTER OF "THE COMPANIES ACT" AND
AMENDMENTS THERETO, AND IN THE MATTER OF
, LIMITED.

I, _____ of the _____ in the _____ of _____ .

MAKE OATH AND SAY:—

1. I am the Secretary of the above named _____ Limited, and have personal knowledge of the matters hereinafter deposed to and am authorized by the said Company to make this affidavit.

2. The said Company was incorporated under the authority of the laws of the Province of _____ on the _____ day of _____ 19 _____, with an authorized share capital of \$ _____ divided into _____ shares of the par value of _____ dollars each.

3. The said Company is still in existence and legally authorized to transact business under its Charter, and is by its Charter authorized to carry on business in the Province of British Columbia.

4. The said Company is not a public company, the shares whereof are upon the market (or as the case may be).

(See s. 143-A).

5. The several documents now produced and shown to me and marked respectively with the letters "A," "B," "C" and "D" are true copies of:—

(A) The Laws or Statute of the Province of (or as the case may be) under which the said Company was incorporated and amendments to date;

(B) The Certificate of Incorporation, incorporating the said Company, issued by and certified a true copy by

(C) The Memorandum of Association, Articles of Association, By-laws and Regulations of the said Company, certified a true copy by the Secretary of the said Company under the Corporate Seal of the said Company;

(D) Resolutions and Contracts affecting or relating to the capital or assets of the said Company, certified a true copy by the Secretary of the said Company under the Corporate Seal of the said Company.

6. The documents enumerated in the next preceding paragraph hereof constitute the whole Charter and Regulations of the said Company, and all contracts and resolutions affecting or relating to its capital or assets.

7. The said Company is now actually carrying on an established business beyond the Province of British Columbia in which at least fifty per cent. of its subscribed capital is invested.

Sworn, etc.

A Notary Public, etc.

NOTE—A petition is not necessary in the case of an application under section 153; but, if the applicant desires, a petition to the like effect as under section 158 may be included.

NOTICE of Office (s. 153).

The _____ Company, Limited, hereby gives notice that its Head Office without the Province of British Columbia is situate at _____ and that its Head Office within the Province of British Columbia will be situate at _____ Street in the City of _____ Province of British Columbia.

GUARANTEE TO A BANK.

TO THE BANK OF
(hereinafter called "the Bank")

IN CONSIDERATION of the Bank's agreeing to deal with
(hereinafter called "the Customer") in the way of its business
as a Bank, the undersigned hereby _____ guarantee

payment to the Bank of the liabilities which the Customer has incurred or is under or may hereafter incur or be under to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may become in any manner whatever a creditor of the Customer.

(Define limitation of liability if any).

This is a continuing guarantee intended to cover any number of transactions, and it is agreed that the undersigned shall be liable for the ultimate balance remaining after all moneys obtainable from other sources shall have been applied in reduction of the amount which shall be owing from the Customer to the said Bank, but the Bank shall not be bound to exhaust its recourse against other parties previous to making a demand upon the undersigned for payment, and the liability of the undersigned is to arise first when notice in writing is given him requiring him to pay.

The Bank without exonerating in whole or in part the undersigned or any of them (if more than one) may grant time or other indulgence to the Customers or to any other person, persons or corporation liable to the Bank on or in respect of any indebtedness hereby guaranteed and may accept compositions from and may otherwise deal with the Customers and with any such other person, persons or corporation, as the Bank may think expedient; and may give up or modify or abstain from perfecting or taking advantage of any securities or contracts held by it as collateral and may realize the said securities in such manner as the Bank may think expedient, all without obtaining the consent of the undersigned and without giving notice to the undersigned.

This guarantee shall be in addition to and without prejudice to any other securities negotiable or otherwise which the Bank may now or hereafter possess in respect of any moneys intended to be hereby secured, and the Bank shall be under no obligation to marshal in favor of the undersigned any such securities or any of the funds or assets which the Bank may be entitled to receive or have a claim upon. All dividends, compositions and moneys received by the Bank from any other person or persons or estate capable of being applied by the Bank in reduction of the indebtedness of the Customer shall be regarded for all purposes as payments in gross and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency in respect of the

whole of the Customer's indebtedness. Any debts or claims against the Customer now held or which may during the continuance of this guarantee be held by the undersigned or any of them (if more than one) are for the further security of the Bank, and as between the undersigned and the Bank are hereby postponed to the debts and claims against the Customer now held or which, during such continuance, may be held by the Bank, and until the Bank has received payment in full of its said debts and claims, any such debts and claims of the undersigned or any of them (if more than one) shall be collected, enforced or proved subject to and for the purposes of this agreement, and any moneys received by the undersigned or any of them (if more than one) in respect thereof shall be received as trustee for the Bank and shall be paid over to the Bank on account of its said debts and claims. The Bank shall not be bound to accept payment from the undersigned of the sum hereby guaranteed before the Bank has exhausted all other sources for collection of the said indebtedness, and if the Bank shall accept payment of such sum hereby guaranteed, it shall not be bound to credit the same upon the said indebtedness but may keep the same at the credit of a special account bearing interest at the rate of three per cent. per annum until the said other sources have been exhausted and the ultimate balance ascertained.

Upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat the whole of the indebtedness hereby secured as due and payable and may forthwith collect from the undersigned the total amount hereby guaranteed and may apply the sum so collected upon the Customer's debt or may place it to the credit of a special account. Any sum which shall become payable hereunder shall be payable at the office of the Bank where the Customer's account relating to the same is kept. Any written acknowledgment by the Customer or any certificate or certificates issued under the hand of any manager of the Bank where the Customer's account relating to the same is kept purporting to show the amount at any particular time due and payable to the Bank shall respectively be received as *prima facie* evidence against the undersigned and every one of them (if more than one) of the facts therein stated.

This contract shall be construed in accordance with the laws of the Province of . The Courts of the said Province shall have jurisdiction to enforce the provisions of this contract and any judgment recovered therein shall be binding.

The obligations hereunder of the undersigned (if more than one) shall be joint and several.

ANOTHER FORM.

To THE BANK OF
(hereinafter called "the Bank")

IN CONSIDERATION of the Bank's agreeing to deal with (hereinafter called "the Customer") in the way of its business as a Bank, the undersigned hereby guarantee payment to the Bank of the liabilities which the Customer has incurred or is under or may hereafter incur or be under to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may become in any manner whatever a creditor of the Customer.

This is a continuing guarantee intended to cover any number of transactions, and it is agreed that the undersigned shall be liable for the ultimate balance remaining after all moneys obtainable from other sources shall have been applied in reduction of the amount which shall be owing from the Customer to the said Bank, but the Bank shall not be bound to exhaust its recourse against other parties previous to making a demand upon the undersigned for payment, and the liability of the undersigned is to arise first when notice in writing is given him requiring him to pay.

The Bank without exonerating in whole or in part the undersigned or any of them (if more than one) may grant time or other indulgence to the Customer or to any other person, persons or corporation liable to the Bank on or in respect of any indebtedness hereby guaranteed and may accept compositions from and may otherwise deal with the Customer and with any such other person, persons or corporation, as the Bank may think expedient; and may give up or modify or abstain from perfecting or taking advantage of any securities or contracts held by it as collateral and may realize the said securities in such manner as the Bank may think expedient, all without obtaining the consent of the undersigned and without giving notice to the undersigned.

This guarantee shall be in addition to and without prejudice to any other securities negotiable or otherwise which the Bank may now or hereafter possess in respect of any moneys intended to be hereby secured, and the Bank shall be under no obligation to marshal in favor of the undersigned any such securities or any of the funds or assets which the Bank may be entitled to receive or have a claim upon.

Upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat the whole of the indebtedness hereby secured as due and payable and may forthwith collect from the undersigned the total amount hereby guaranteed and may apply the sum so collected upon the Customer's debt or may place it to the credit of a special account.

This guarantee shall not be discharged or affected by the death of the undersigned and shall secure all liabilities which the Customer may incur or come under up to and inclusive of the expiration of one month after notice of revocation hereof shall have been given to the Bank in writing, signed by the undersigned or his representatives. Provided always that the undersigned or any one or more of them (if more than one) may in manner aforesaid determine their or his further liability under this guarantee by notice in writing to be given to the Bank, but such determination by any one or more of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned.

No change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or enquire into the powers of the Customer or its Directors, or any agents acting or purporting to act on its behalf, and all indebtedness created by the Customer, its Directors or agents, in professed exercise of their powers, shall be deemed to form part of the indebtedness hereby guaranteed, notwithstanding any irregularity, defect or informality, and notwithstanding that its creation may wholly or partly be beyond the powers of the Customer.

This guarantee shall bind and the benefit thereof shall extend to the heirs and executors and administrators of the undersigned and the successors and assigns of the Bank as if they had throughout been expressly named herein.

As witness the hand and seal of the undersigned at
this day of

WITNESS:

SEAL

HEAD OFFICE.**BY-LAW Changing Head Office.**

By-law No. .

WHEREAS the head office of the _____ Company, Limited, now is at the _____ of _____, in the county of _____, and Province of _____;

AND WHEREAS it has been deemed expedient that the same should be changed to the _____ of _____, in the said province;

THEREFORE the _____ Company, Limited, enacts as follows:—

1. That the head office of the _____ Company, Limited, be and the same is hereby changed from the _____ of _____, to the _____ of _____.

2. That this by-law be submitted with all due despatch for the sanction of the shareholders of the Company at a general meeting thereof to be called for considering the same.

Passed this _____ day of _____, A.D. 19 .

[Seal.] _____ President.

19 . _____ Secretary.

NOTE.—If the Company is incorporated under the Dominion Companies Act, read “chief place of business in Canada” for “head office” in above form.

PETITION for Supplementary Letters Patent to Increase Capital.

TO THE HONOURABLE THE SECRETARY OF STATE OF CANADA.

The Petition of the Directors of the _____ Limited.

Humbly sheweth:—

1. That the _____ Company, Limited, was incorporated under the Companies Act, R. S. C. chapter 79, and

Amending Acts, by Letters Patent dated day of
19 , and your Petitioners are the Directors thereof.

2. That the capital stock of the said Company was by the
said Letters Patent fixed at \$, of which
has been taken up and \$ paid thereon.

3. That the said capital is insufficient for the purposes of
the said Company.

4. That the Directors of the said Company on
the day of 19 , duly passed a by-law
increasing the capital stock of the Company from \$ to
\$ such amount being considered requisite for the due
carrying out of the objects of the Company and authorizing the
issue of shares of new stock of the par value of \$.

5. That the said by-law was approved by the votes of the
shareholders representing at least two-thirds in value of the
subscribed stock of the Company at a special general meeting
of the Company duly called for considering the same, held at
the City of in the Province of on the
day of , 19 .

Your Petitioners therefore pray that Supplementary Letters
Patent may be granted confirming the said by-law.

And your Petitioners as in duty bound will ever pray.

Dated at the day of
19 .

.....
Director.

[SEAL.]

.....
Director.

.....
Witness.

.....
Director.

A Petition for reducing capital, or for the consolidation or
subdivision of existing shares, may be adapted from the above.

NOTE.—The Ontario form may be adapted from the above.
The petition is by the Company, signed by the President and
Secretary under the corporate seal. It is addressed to His
Honour the Lieutenant-Governor of the Province of Ontario.
The petition must also show that the Company is not in default

in respect of its Annual Returns. The impression of the seal upon the petition must be verified by affidavit.

(2) *Declaration Verifying Signatures to Petition.*

| | | |
|--|---|---|
| DOMINION OF CANADA, Province of County of To WIT: | } | IN THE MATTER of the Petition of Company, Limited, for Supplementary Letters Patent confirming By-law No. increasing the capital stock of the Company. |
|--|---|---|

I, _____ of the City of _____
in the County of _____
Do solemnly declare that:

1. I was personally present and did see _____
as Directors of the said Company
sign the Petition for Supplementary Letters Patent marked as
Exhibit "A" to this my declaration.

2. I know the said parties and
are all the Directors of the said Company.

3. The signature _____
are the true signatures of the said parties.

4. The signature _____ attesting the signatures herein-
before mentioned is the true signature of me the deponent.

And I make this solemn declaration conscientiously believ-
ing it to be true, and knowing that it is of the same force and
effect as if made under oath and by virtue of the Canada Evi-
dence Act.

Declared, etc.

(3) *Declaration Respecting Bona Fide Character of Increase
of Capital Stock.*

| | | |
|---|---|--|
| DOMINION OF CANADA Province of Ontario (or as the case may be), County of To WIT: | } | In the matter of the petition of Company. Limited, for Supplementary Letters Patent to confirm a by-law for the increase of the capital stock thereof. |
|---|---|--|

I, _____ of the _____ in the County of _____
do solemnly declare:—

1. That I am the President of the _____ Company, Limited, and that I have a knowledge of the matters herein deposed to.

2. That _____ per centum of the capital stock of the Company has been taken up, and _____ per centum thereon paid in.

3. That the present capital of the Company is insufficient for the purposes of the Company.

4. That the proposed increase in the capital stock of the Company is *bona fide*, and in the opinion of the Company requisite for the due carrying out of the objects of the Company.

5. That the allegations in the said Petition contained, are to the best of my knowledge and belief true in substance and in fact.

And I make this solemn declaration, etc.

Declared, etc.

In the case of a reduction, this affidavit should explain with some detail the circumstances giving rise to the reduction and exhibiting its *bona fides*.

(4) *Declaration by an Officer of the Company Proving the Passing of the By-law.*

DOMINION OF CANADA, }
Province of }
County of }
To WIT: }

In the matter of, etc.

I, _____ of the City of _____ in the County of _____
Do solemnly declare that:

1. I am the Secretary of the above Company (or as the case may be), and as such have a knowledge of the facts herein deposed to.

2. The paper writing marked Exhibit "A" to this my Declaration is a certified copy of By-law No. _____ of the above Company increasing the capital stock of the Company as therein set forth.

3. The said by-law was regularly passed at a meeting of the Directors of the Company duly called and held on the

NOW THEREFORE Company, Limited, en-
acts as follows:—

1. That the Capital Stock of the Company be increased from \$ to \$ by the issue of new shares of the par value of \$ each.

2. That such new shares be issued and allotted in such manner and proportion as the directors may deem proper for the benefit of the Company; [or, that such new shares be offered for subscription to present shareholders in proportion to the number of shares held by them respectively; and that as to any shares not effectively taken up and paid for in response to such offer the same be issued and allotted, etc.]

3. That this By-law be submitted with all due despatch, for the approval of the shareholders of the Company at a special general meeting thereof to be called for considering the same.

Passed this day of 19 .

Certified under the seal of the said Company to be a true copy of a by-law passed by the Directors of Company, Limited, at a meeting held on the day of 19 , and duly approved by the shareholders of the said Company at a meeting held on the day of 19 .

.....
President.

(Seal.)

.....
Secretary.

In the case of a reduction of capital paragraphs one and two of the by-law may be as follows:—

1. That the capital stock of the Company be reduced from \$ divided into shares of \$ each to \$ divided into shares of \$ each and that such reduction be effected by cancelling capital which has been lost or is unrepresented by available assets to the extent of \$ per share upon each of the shares issued and now outstanding, and by reducing the nominal value of all shares of the Company's capital from \$ to \$ a share; or,

That the capital of the Company be reduced from \$ divided into shares of \$ each to \$ divided

into shares of \$ each, and that such reduction be effected by cancelling the uncalled capital of \$ per share; or, (as above to "effected") by extinguishing the liability of \$ remaining on each of said shares.

2. That the allotment of such shares do remain as at present.

In the case of a consolidation or subdivision of shares after the recitals to be adapted from those in the above form the by-law may read as follows:—

1. That the shares of the par value of \$ each at present constituting the capital stock of the Company be consolidated (or subdivided) into shares of the par value of \$ each, and that the capital stock of the Company shall consist of shares of the par value of \$ each.

EXTRACT FROM MINUTES OF MEETING OF DIRECTORS.

Exhibit "B" to the Foregoing Declaration.

Extract from the Minutes of meeting of Directors of Company, Limited, held at the head office of the Company at on the day of 19 .

"The following by-law was then passed:—

By-law No. .

(Here set out the By-law.)

Certified a true copy of an extract from the Minutes of the above-mentioned meeting of Directors of Company, Limited.

Dated at this day of 19 .

.....
Secretary.

(Seal of the Company.)

EXTRACT FROM MINUTES OF MEETING OF SHAREHOLDERS.

Exhibit "C" to the Foregoing Declaration.

Extract from the Minutes of a special general meeting of Company, Limited, called for considering a

By-law increasing the capital stock of the said Company, held
on day the day of 19 .

“ By-law No. passed by the Directors of the Company
on the day of 19 , increasing the capital
stock of the Company from \$ to \$ was read.

“ The following resolution was then proposed:—

“ Be it resolved that By-law No. of the By-laws of
the Company increasing the capital stock thereof from \$
to \$ be and the same is hereby approved, ratified and
confirmed.

“ The Secretary reported that there voted in favor of the
above resolution shares, against the resolution shares,
being more than two-thirds in value of the subscribed stock of
the Company.

“ The Chairman thereupon declared the resolution carried
and the By-law confirmed.”

Certified a true copy of an extract from the Minutes of
the above-mentioned special general meeting of the said Com-
pany.

Dated at this day of
19 .

.....
Secretary.

(Seal of Company.)

COPY OF GENERAL BY-LAWS RELATING TO MEETINGS OF SHARE-
HOLDERS AND NOTICE THEREOF.

Exhibit “ D ” to the Foregoing Declaration.

(Set out relevant By-laws certified by the Secretary under
seal of the Company.)

NOTICE OF SPECIAL GENERAL MEETING.

Exhibit “ E ” to the Foregoing Declaration.

A special general meeting of the shareholders of
Company, Limited, for considering, and if deemed advisable,
approving By-law No. passed by the Directors on the
day of 19 , for increasing the capital stock of the

Company from \$ to \$ by the issue of new
 shares of a par value of \$ each, will be held at the Head
 Office of the Company at No. Street, in
 on the day of 19 , at the hour of
 o'clock in the noon.

By order of the Board.

Dated at this day of 19 .

.....
Secretary.

In the case of a reduction of capital or sub-division of shares the above form of notice can be adapted to the circumstances, care being taken that it sets out clearly what is proposed to be done.

LEASE of Mining Property to a Company.

THIS INDENTURE made in duplicate the day of ,
 one thousand nine hundred and ,
 BETWEEN :

THE MINING COMPANY, LIMITED, herein-
 after called the "Lessor,"

Of the First Part,

—AND—

THE MINES, LIMITED, herein-
 after called the "Lessee,"

Of the Second Part.

WHEREAS the Lessor is the Owner of the following mining location and mining property, namely, the northern part of Lot No. in the Concession of the Township of Coleman, being all that portion of said Lot lying north of the north limit of that portion of said Lot, containing forty acres, granted by Letters Patent, dated day of , 19 , to , and north and west of Kerr Lake, as shown on the survey of said Township by Ontario Land Surveyor , dated

19 , of record in the Department of Lands, Forests and Mines, containing acres, more or less, together with all buildings, plant and machinery thereon;

AND WHEREAS the Lessee has, after negotiations with the Lessor, agreed to operate said mining property upon receiving from the Lessor a lease or agreement authorizing it to do so.

AND WHEREAS the Lessor has agreed to accept the offer of the Lessee, and this Indenture has been agreed upon as containing the terms of said offer and acceptance, and it is expedient to execute the same for the purpose of determining and declaring the terms and provisions of the agreement between the parties and defining the rights and obligations of the parties hereto respectively.

1. NOW, THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the premises and of the fulfilment by the Lessee of the covenants and obligations on the part of the Lessee hereinafter set out, the Lessor hereby leases unto the Lessee, its successors and assigns, the said mining location and mining property, together with all buildings, plant and machinery now thereon, for the term or period of five years (subject to an earlier determination as hereinafter set out), the said term or period to commence on the day of , 19 , and thereafter to continue until completed and ended.

2. The Lessee covenants with the Lessor that it will, during the whole of the said term, carry on continuously, and in a proper workmanlike and skilful manner, and in accordance with the best methods of mining operations, the work and business of mining, including proper exploration and development of the said property as a mine or mining property, and will, during the first year of the said term, properly expend in its operations upon the said property by way of prospecting and development, not less than dollars (\$), and, in the second and in each of the subsequent years of the said term, not less than dollars (\$) for each year, and any expenditure which may be made in any year in excess of the sum agreed to be expended as aforesaid shall not be applicable in reduction of the amounts agreed to be expended in subsequent years.

3. The Lessee covenants with the Lessor that, in addition to the buildings, plant and machinery belonging to the Lessor, of which the Lessee is to have the use under this Indenture, it will provide, at its own expense, and use upon the said mining property in its said operations thereon, such additional buildings, plant and machinery as shall be necessary for the purpose of the

proper and skilful carrying on of the said operations by the Lessee, such additional buildings, plant and machinery to remain the property of the Lessee, and to be removable by the Lessee at the termination of this Lease [or, to become the property of the Lessor, etc.]

4. The Lessee covenants with the Lessor that it will, at its own expense, keep proper, sufficient and accurate accounts of all expenditures which it shall make upon the said property in pursuance of the foregoing provisions of this Indenture, and will keep the said accounts separate from the accounts of all and any other operations of the Lessee and will, from time to time, as the Lessor may reasonably require, permit inspection thereof by the Lessor, its auditor or other representative appointed therefor by the Auditor, and will furnish copies thereof to the Lessor.

5. The Lessee covenants with the Lessor that it will keep proper, sufficient and accurate accounts of all receipts of every kind by it from the said property, and of all ores and minerals taken by it from the said property, and will keep such accounts separate from the accounts of all other receipts and ores, and minerals with which the Lessee shall be concerned, or in which it shall be interested, and that such accounts shall be open to inspection by the Lessor, and its auditor, or other representative appointed therefor by the auditor, as may be reasonably required by the Lessor.

6. The Lessee covenants with the Lessor that, without any request therefor by or on behalf of the Lessor, it will, at the end of each month during the said term, prepare and deliver to the Lessor, a full, detailed, sufficient and accurate report or statement of the operations of the Lessee upon, or in connection with the said property during the preceding month, including a report or statement of all expenditures made by the Lessee, and all receipts by the Lessee upon or from the said property during the said month.

7. The Lessee covenants with the Lessor that it will keep all ores and minerals which it may take from the said property separate from all other ores and minerals, and that in shipping the same from the said property, it will take such precautions as will insure the said ores and minerals being still kept separate from all other ores and minerals, and will, at all times, when there shall be any danger of their being confused or intermingled with other ores or minerals, apply thereto and use in connection therewith the name of the Lessor.

8. The Lessee covenants with the Lessor, that the Lessor or any officer or other representative appointed therefor by the auditor, may, at any time, have access to any portion of the said property, and be permitted to inspect the same, and to assay any ore which may be thereon, or which may be taken therefrom.

9. The Lessee covenants with the Lessor, that it will indemnify the Lessor against all debts and claims of any kind which may be incurred in the operation of the said property, or by reason of the Lessee's dealings therewith, and against all actions and claims for damages or otherwise which may be instituted, bought or made by reason of any act, matter or thing done or omitted to be done by the Lessee in connection with or incidental to or arising out of the operations carried on, or to be carried on by the Lessee upon or in connection with the said property.

10. The Lessee covenants with the Lessor, that it will keep the said buildings, machinery and plant of the Lessor in good order and repair, and leave the same in good repair at the termination of this agreement, reasonable wear and tear excepted.

11. The Lessee covenants to pay to the Lessor at the end of each year of the said term, per cent. of the gross proceeds or returns from the said property during the said year, the term "gross proceeds" to mean the actual gross value of the ore produced as shown by the gross smelter returns.

12. The Lessee covenants with the Lessor, that the Lessor shall have the right to purchase any shipments of ore taken from the said property upon the same terms and conditions as are offered by other purchasers.

13. In the event of the Lessee making default in the performance of any of the terms, covenants or provisions of this agreement to be on its part performed, and in the event of the Lessee failing to make good such default for a period of one month after notice in writing shall have been given to it by the Lessor, the Lessee shall be entitled, at its option, to terminate this agreement and the rights of the Lessee hereunder.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under their respective corporate seals, attested by the hands of their proper officers.

MANAGER.**AGREEMENT for the Appointment of a Manager by
a Company.**

An Agreement, etc., whereby it is agreed as follows:—

1. The said A. shall be the General Manager of the Company, and as such General Manager shall perform the duties and exercise the powers which from time to time may be assigned to or vested in him by the by-laws of the Company.

2. The said A. shall hold the said office during good behaviour for the term of _____ years from the date hereof.

3. The said A. shall, during the said term, devote the whole of his time, attention and abilities to the business of the Company, and shall obey the orders from time to time of the Board of Directors of the Company, and in all respects conform to and comply with the directions and regulations given and made by them, and shall well and faithfully serve the Company and use his utmost endeavours to promote the interest thereof.

4. There shall be paid to the said A. as such general manager, a salary of \$3,000 per annum.

5. The said salary shall commence from the date hereof, and shall be paid monthly on the _____ day of _____, etc., the first monthly payment to be made on the _____ day of _____ next.

6. The said A. shall be at liberty to resign the said office at any time upon giving to the Company two calendar months notice of his desire so to do.

ANOTHER FORM.

AGREEMENT made the _____ day of _____
A.D. 1914.

BETWEEN:—

_____, Limited, hereinafter
called "the Company."

Of the One Part,

—and—

_____, of the City of New York, in the
State of New York, one of the United States of America,
hereinafter call "the Manager."

Of the Other Part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:—

1. The Company hereby appoints the said _____
to be and the said _____ hereby accepts the office of
Manager of the Company upon the terms and conditions fol-
lowing:

2. The appointment shall be for a term of five years from
the date hereof, provided that the said engagement may be
determined by six calendar months' previous notice, in writing,
given by either party to the other.

3. The salary of the Manager shall be the sum of Twenty-
five Hundred Dollars a year, payable by twelve equal monthly
instalments on the first day of each calendar month, together
with such bonus or commission as is hereinafter mentioned.

4. In addition to the said fixed annual salary, the Manager
shall be entitled to a bonus or commission equal to fifty per
cent. upon the net profits of the Company in each financial year,
as hereinafter defined.

5. In estimating the net profits of the Company in each
year there shall be made all the usual deductions for capital and
interest charges, and for proper and necessary outgoings in
accordance with the usual practice of business men, and in
particular there shall be deducted the yearly rental paid by
this Company to _____, Limited, the salary
of the Manager hereinbefore mentioned as well as such sum as

may be properly set aside for replacing wasting assets or for repairing the property of the Company.

6. Provided that the Company shall during the continuance of this Agreement retain in each year one-third of the bonus payable to the Manager under Paragraph Four hereof, but the Manager may require the Company in each year to retain such greater proportion of the bonus payable to him as he may designate. The Company shall hold any portion of the bonus so retained on the terms and subject to the conditions following.

7. On any portion of the said bonus retained by the Company it shall allow to the Manager during the continuance of this Agreement interest at the rate of six per cent. per annum, payable on the dates hereinbefore provided for the payment of the salary of the Manager, such interest to be calculated from the date when the bonus is declared by the Company.

8. It is further agreed that on the expiration of this Agreement by lapse of time the Company will procure to be issued to the Manager, shares in _____, Limited, fully paid and non-assessable, equal in par value to the full amount retained by the Company out of the bonus payable to the Manager under the provisions of Section Four hereof.

Should, however, the Manager cease to be employed by the Company before the expiration of five years from the date hereof, either through resignation or failure by the Company to continue to carry on its business, or from any other cause whatsoever, then the Company may at its option, either (a) pay the Manager in cash the amount of bonus retained by it, together with interest to date at the rate aforesaid, or (b) procure to be issued to the Manager shares in _____ Limited, fully paid and non-assessable, equal in par value to the amount of the bonus so retained by it, paying him in cash accrued interest to date on the said amount at the rate aforesaid.

9. The auditors for the time being of the Company shall, so soon as they shall have completed the audit of the Company's accounts for the preceding year, make and deliver to the Company and to the Manager a certificate stating the amount of the net profits of the Company for the said year calculated as aforesaid, and, subject to the provisions hereinafter contained, such certificate shall be binding and conclusive on both the parties hereto.

10. The Manager or the Directors of the Company may, at any time within twenty-one days after the receipt of such certificate as aforesaid, but not later, deliver to the said auditors, and to the other party a notice disputing the correctness of such certificate, and in such case the auditors shall hear what may be urged by or on behalf of the party giving such notice and by or on behalf of the other party, and shall take such evidence or make such investigations as to them shall seem fitting, and thereafter shall either amend or confirm their original certificate and deliver the said certificate, as amended or confirmed, to the said Directors and the Manager, and the certificate as so amended or confirmed, and so delivered, shall be binding on both the parties hereto.

11. The Company and its Directors shall confer on the Manager all the powers necessary for performing his duties hereunder.

12. The management and control of the operation of the Company at _____, Alberta, shall be committed to the Manager and he shall have power to employ and dismiss all sub-managers, foremen, servants and other persons employed by the Company (other than the President, Secretary or Treasurer), with power to fix their remuneration, and from time to time to vary the same: Provided always, that no person shall be appointed at a salary exceeding \$ _____ a year, nor shall the salary of any person be increased so as to exceed \$ _____ a year without the consent of the Directors being first obtained.

13. The Manager shall have power to make all the usual contracts necessary for carrying on the business of the Company in the ordinary course, including power to order goods to be supplied for the business of the Company and make contracts for sale of Company's output, and repairs to be made to the Company's property; but no contract shall be made by the Manager involving the Company in an expenditure of \$ _____, or any greater sum without the consent of the Directors being first obtained.

14. The Manager shall conform to all lawful orders given to him by the Directors of the Company.

15. The Manager shall give the whole of his time and attention to the business of the Company, and shall not, without the consent in writing of the directors of the Company, undertake

any other business or occupation or become director, manager, or agent of any other company, firm or person.

16. The Manager shall faithfully and loyally serve the Company, and shall not disclose the private affairs of the Company, or any secrets of the Company which he may learn while in the Company's employment, to any person other than the Directors of the Company, and shall not use, for his own purposes or for any purposes other than those of the Company, any information he may acquire in or in relation to the Company's business.

17. The Manager shall make monthly reports to the Directors, and shall also, whenever occasion arises, make special reports to the directors of any matters of importance relating to the affairs of the Company. The Manager shall, if required by the directors, attend the meetings of the Board of Directors, and shall at all times give to the Directors, or any of them, all information they may require regarding the affairs of the Company.

IN WITNESS WHEREOF _____, Limited, has caused its corporate seal to be affixed, attested by the hands of its proper officers, and the said _____ has set his hand and seal on the day and year above written.

SIGNED, SEALED AND DELIVERED

In the presence of

PRELIMINARY Organization Minutes (Dominion Act).

COMPANY, LIMITED.

Take notice that a meeting of the provisional directors of _____ Company, Limited, will be held at the office of _____ Street, Toronto, on the _____ day of _____ 19____, at the hour of _____ o'clock in the _____ noon for the purpose of organization of the Company.

Dated the _____ day of _____

Provisional Director.

The undersigned do each hereby acknowledge receipt of a copy of the above notice and waive any further or other notice of the meeting of provisional directors therein mentioned.

Dated _____ day of _____

.....

Minutes of a meeting of the provisional directors of
 Company, Limited, held at the office of _____,
 Street _____, Toronto, at the hour of _____ o'clock in
 the _____ noon on the _____ day of _____ 19 _____.

Present:—

being all the provisional directors.

The notice calling the meeting and the acknowledgment of receipt thereof by all the provisional directors were read and ordered to be attached to these minutes.

Moved by _____, seconded by _____ that
 be elected chairman.

Carried unanimously.

Moved by _____, seconded by _____ that
 be elected secretary of the meeting.

Carried unanimously.

An announcement was read from the Department of the Secretary of State at Ottawa, informing the provisional directors that the letters patent incorporating the Company had been issued and the original letters patent were produced and read to the meeting.

It was resolved that the shares subscribed by the incorporators be allotted and issued as follows:—

Share.
 Share.
 Share.
 Share.
 Share.

and that the amount thereof be called up in full.

The shares having been issued were paid up in full.

Moved by _____, seconded by _____ that a meeting of the shareholders be called for the _____ day of _____ at the hour of _____ o'clock in the _____ noon, at the office of _____, _____ Street, _____, Toronto, to be held as a general and also as a special meeting for the following purposes:—

1. To organize the Company.
2. To elect directors of the Company.
3. To consider and, if deemed advisable, ratify general by-laws for governing the affairs of the Company; also by-laws providing for the remuneration of directors and officers; also a by-law to permit the directors to borrow money; also a by-law to permit the purchasing and holding of shares in other companies.
4. To transact such other business as may be necessary or desirable.

Carried unanimously.

The following memorandum was read and ordered to be inserted in the minutes:—

“We, the provisional directors of the above mentioned Company, hereby consent to this meeting being held at the above time and place, and we do hereby waive notice of this meeting and publication thereof and consent to the transaction of such business as may have come before it as testified by our signatures hereto.”

.....

The meeting then adjourned.

Chairman.

Secretary.

COMPANY, LIMITED.

Take notice that a meeting of the shareholders of
 Company, Limited, to be held both as a special and general
 meeting, will be held at the office of _____,
 Street _____, Toronto, at the hour of _____ o'clock
 in the _____ noon, on the _____ day of _____ 19 _____,
 for the following purposes:—

1. To organize the Company.
2. To elect directors of the Company.
3. To consider and, if deemed advisable, ratify general by-laws for governing the affairs of the Company; also by-laws providing for the remuneration of directors and officers; also a by-law to permit the directors to borrow money; also a by-law to permit the purchasing and holding of shares in other companies.
4. To transact such other business as may be necessary or desirable.

Dated the _____ day of _____.

By order.

Chairman, Board of Provisional Directors.

The undersigned hereby acknowledge receipt of a copy of the
 above notice as of the _____ day of _____ 19 _____, and
 waive any further or other notice of the meeting of shareholders
 therein mentioned.

Dated this _____ day of _____ 19 _____.

.....

Minutes of a meeting of the shareholders of
 Company, Limited, held at the office of _____ Toronto, on
 the _____ day of _____ at the hour of _____
 o'clock in the _____ noon, pursuant to the call of the

provisional directors, the meeting being held both as a general and special meeting.

Present :—

being all the shareholders of the Company.

Moved by _____, seconded by _____, that
be elected chairman.

Carried unanimously.

Moved by _____, seconded by _____ that
be elected secretary.

Carried unanimously.

All the shareholders being present, the notice calling the meeting was read and acknowledgment of receipt thereof signed and formal notice calling the meeting pursuant to the statute was dispensed with and the meeting declared to have been regularly called.

The minutes of the meeting of the provisional directors having been read, it was moved by _____, seconded by _____ that the same be approved and adopted.

Carried unanimously.

Moved by _____, seconded by _____ that the secretary be directed to take a ballot of the shareholders for the election of permanent directors, and that _____ be appointed scrutineer.

Carried unanimously.

A ballot having been taken, Mr. _____ reported that the following shareholders had been elected directors of the Company :—

The following memorandum was read and ordered to be inserted in the minutes :—

“We, the shareholders of the above mentioned Company, hereby consent to this meeting being held at the above time and place, and we do hereby waive notice of this meeting and publication thereof, and consent to the transaction of such business as

may come before it, or any adjournment thereof, as testified by our signatures hereto."

.....

The meeting then adjourned until after the meeting of the permanent directors.

Chairman.

Secretary.

Minutes of a meeting of the permanent directors of Company, Limited, held at the office of _____, Toronto, on the _____ day of _____ at the hour of _____ o'clock in the _____ noon.

Present:—

being all the directors of the said Company.

All the directors being present and having waived notice of the calling of the meeting, the meeting was declared to be regularly constituted.

Moved by _____, seconded by _____ that _____ take the chair.

Carried unanimously.

It was moved by _____, seconded by _____ that Mr. _____ act as secretary.

Carried unanimously.

Moved by Mr. _____, seconded by _____, that the secretary cause a ballot to be taken for the office of president, secretary and treasurer.

Carried unanimously.

The ballot having been taken, the secretary reported that Mr. _____ had been elected president, Mr. _____ secretary and Mr. _____ treasurer.

A draft of the proposed general by-law of the Company No. 1, borrowing by-law No. 2, by-law No. 3 authorizing the directors to purchase shares in other companies, were successively read and submitted to the meeting by the president and discussed clause by clause.

The said by-laws, Nos. 1, 2, and 3, were then enacted as by-laws of the Company, and the president and secretary were authorized to sign the same and seal the same with the seal of the Company, and to complete and sign the certificate appended to borrowing by-law No. 2, if so required by the Company's bankers.

The said by-laws appear as Schedule "A" to the minutes of this meeting.

The form of share certificate and a seal of the Company, the impression of which appears in the margin hereof were produced by the president, the same having been prepared for the use of the Company.

Moved by _____, seconded by _____, that the same be approved and adopted as the share certificate and seal of the Company, and that the form of share certificate be initialed by the president and marked with this date for identification.

Carried unanimously.

The following memorandum was read and ordered to be inserted in the minutes:—

"We, the directors of the above named Company, hereby consent to this meeting being held at the above time and place, and we do hereby waive notice of this meeting and publication thereof and consent to the transaction of such business as may have come before it as testified by our signatures hereto."

.....

The meeting then adjourned.

President.
Secretary.

[Schedule "A."]

Minutes of an adjourned meeting of the shareholders of Company, Limited, held at the office of _____, Street _____, Toronto, held both as a general and special meeting on the _____ day of _____ at the hour of _____ o'clock in the _____ noon.

Present:—

being all the shareholders of the Company.

The minutes of the last meeting of the Board of Directors, including by-laws Nos. 1, 2 and 3 of the Company as passed by the Board, were read.

On motion by Mr. _____, seconded by Mr. _____ the minutes of the directors' meeting and all acts of the directors thereunder were approved and adopted.

Moved by Mr. _____, seconded by Mr. _____, that the general by-law of the Company No. 1, and by-laws Nos. 2 and 3, as set forth in the schedule to the minutes of the last meeting of directors, be approved, ratified, confirmed.

The said by-laws were then read to the meeting and considered clause by clause. The attention of the meeting was specially called to paragraphs _____, _____ and _____ of by-law No. 1, providing for remuneration of directors and officers.

The motion was carried unanimously.

The following memorandum was read and ordered to be inserted in the minutes:—

“We, the shareholders of the above mentioned Company, hereby consent to this meeting being held at the above time and place, and we do hereby waive notice of this meeting and publication thereof and consent to the transaction of such business as may come before it, as testified by our signatures hereto.”

.....

The meeting then adjourned.

President.

Secretary.

Minutes of a meeting of the Board of Directors of
 Company, Limited, held at the office of _____, Toronto,
 on the _____ day of _____ at the hour of _____
 noon.

Present:—

being all the directors of the Company.

The president occupied the chair. The Secretary of the Company acted as Secretary of the meeting. All the directors being present and having waived notice of the calling of the meeting, the meeting was declared to be regularly constituted.

The minutes of the last meeting of directors, held on the _____ day of _____ were read and directed to be signed as correct.

On motion by Mr. _____, seconded by Mr. _____, a resolution respecting banking account and signing officers was unanimously passed and appears as schedule A to these minutes. The certificate appended to the said resolution was directed to be signed by the president and secretary.

The following resolution was then passed:—

Be it resolved that _____ be and they are hereby appointed auditors of the Company to hold office until the first annual general meeting (unless previously removed by a resolution of the Company in general meeting) at a remuneration of \$ _____.

Mr. _____ then presented his resignation as a director and secretary of the Company and stated that he had transferred his qualifying share to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____ that the resignation of Mr. _____ as a director and secretary of the Company be and the same is hereby accepted.

Carried unanimously.

The above mentioned transfer was approved and a certificate for one share directed to be issued to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____ that Mr. _____ be elected as a director of this Company in the place and stead of Mr. _____.

Carried unanimously.

Mr. _____ then took his seat on the Board of Directors.

On motion duly made and seconded and unanimously carried, Mr. _____ was appointed to act as secretary of the meeting.

Mr. _____ then presented his resignation as a director of the Company, and stated that he had transferred his qualifying share to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____, that the resignation of Mr. _____ as a director of the Company be and the same is hereby accepted.

Carried unanimously.

The above mentioned transfer was approved and a certificate for one share directed to be issued to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____, that Mr. _____ be elected a director of this Company in the place and stead of Mr. _____.

Carried unanimously.

Mr. _____ then took his seat on the Board of Directors. Mr. _____ then presented his resignation as a director of the Company, and stated that he had transferred his qualifying share to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____, that the resignation of Mr. _____ as a director be and the same is hereby accepted.

Carried unanimously.

The above mentioned transfer was approved and a certificate for one share directed to be issued to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____ that Mr. _____ be elected a director of this Company in the place and stead of Mr. _____.

Carried unanimously.

Mr. _____ then took his seat on the Board of Directors. Mr. _____ then presented his resignation as a director and treasurer of the Company, and stated that he had transferred his qualifying share to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____, that the resignation of Mr. _____ as director and treasurer of the Company be and the same is hereby accepted.

Carried unanimously.

The above mentioned transfer was approved and a certificate for one share directed to be issued to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____,
that Mr. _____ be elected a director of this Company in
the place and stead of Mr. _____.

Carried unanimously.

Mr. _____ then took his seat on the Board of Directors.

Mr. _____ presented his resignation as a director and
president of this Company, and stated that he had transferred
his qualifying share to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____,
that the resignation of Mr. _____ as director and president
of this Company be and the same is hereby accepted.

Carried unanimously.

On motion Mr. _____ then took the chair.

The above mentioned transfer was approved and a certificate
for one share directed to be issued to Mr. _____.

Moved by Mr. _____, seconded by Mr. _____,
that Mr. _____ be elected a director of this Company in
the place and stead of Mr. _____.

Carried unanimously.

Mr. _____ then took his seat on the Board of Directors.

Mr. _____ was then directed to take a ballot for the
election of officers and a ballot having been taken reported that
the following officers had been elected for the ensuing year:—

President.
Vice-President.
Secretary.
Treasurer.

The following memorandum was read and ordered to be in-
serted in the minutes:—

“We, the directors of the above named Company, hereby
consent to this meeting being held at the above time and place
and do hereby waive notice of meeting and publication thereof
and consent to the transaction of such business as may come
before it, as testified by our signatures hereto.”

.....
.....
.....
.....

The meeting then adjourned.

President.
Secretary.

COMPANY, LIMITED.

To the Board of Directors of Company, Limited.

I hereby tender my resignation as Secretary and Director of
Company, Limited, to take effect upon acceptance
by the Board.

Dated this day of 19 .
.....

COMPANY, LIMITED.

To the Board of Directors of Company, Limited.

I hereby tender my resignation as Director of
Company, Limited, to take effect upon acceptance
by the Board.

Dated this day of 19 .
.....

COMPANY, LIMITED.

To the Board of Directors of Company, Limited.

I hereby tender my resignation as Director of
Company, Limited, to take effect upon acceptance
by the Board.

Dated this day of 19 .
.....

COMPANY, LIMITED.

To the Board of Directors of Company, Limited.

I hereby tender my resignation as Treasurer and Director of
Company, Limited, to take effect upon acceptance
by the Board.

Dated this day of 19 .
.....

COMPANY, LIMITED.

To the Board of Directors of Company, Limited.

I hereby tender my resignation as President and Director of Company, Limited, to take effect upon acceptance by the Board.

Dated this day of 19 .

.....

MINUTES of Annual General Meeting of Shareholders.

MINUTES of the Annual General Meeting of the Shareholders of Company, Limited, held at Street, Toronto, on day, the day of , 19 , at the hour of o'clock in the noon.

The President, Mr. , took the chair, pursuant to the By-laws of the Company.

Moved by Mr. , seconded by Mr. , that Mr. , Secretary of the Company, do act as Secretary of this meeting. CARRIED.

The Secretary then read the notice calling this meeting, and produced a declaration proving service of notice on all the shareholders of the Company, according to the By-laws of the Company. A copy of the notice and proof of service were directed to be annexed as schedule "A" to these minutes.

The Chairman then declared the meeting to be regularly called and properly constituted for the transaction of business.

Moved by Mr. , seconded by Mr. , that the reading of the list of shareholders be dispensed with, and that those present do give their names to the Secretary, with the number of shares they represent. CARRIED.

The Secretary then reported the following to be a list of the shareholders present in person at the meeting, with the amount of shares held by each set opposite each respective name:—

Shareholder. Shares.

The Secretary reported that a total of _____ shares were represented by proxy in favor of _____, or _____. The original proxies were directed to be filed with the records of the Company, together with a list of names and amount of shares held.

The minutes of the last annual meeting of shareholders, held on the _____ day of _____, 19____, were then read to the meeting by the Secretary, and on motion by Mr. _____, seconded by Mr. _____, were directed to be signed as correct.

[Confirmation of Resolutions By-laws, etc.]

President's Report.

The President then presented the report of the Board of Directors as printed, and sent out to each shareholder as per copy attached hereto, and marked "B," and moved its adoption.

Mr. _____, seconded the motion of the President, and the resolution adopting the report was then put to the meeting and carried.

[In moving the adoption of the report, the President of the Company, Mr. _____, made an address to the shareholders, a copy of which appears as schedule "C" to the minutes of this meeting.]

Confirmation of Proceedings of Directors and Officers.

The following resolution was thereupon unanimously passed on motion by Mr. _____, seconded by Mr. _____:— Resolved that all acts, contracts, leases, deeds, by-laws, proceedings, elections, appointments and payments of money by the Board of Directors, or by the Officers of the Company since the last annual meeting, as set forth in minutes of the Board of Directors, be and the same are hereby approved, ratified and confirmed.

Election of Directors.

Moved by Mr. _____, seconded by Mr. _____, that the meeting do proceed with the election of the Directors for the ensuing year. CARRIED.

Nominations for the Board of Directors were then called for. Mr. _____ thereupon nominated the following:—

No further nominations having been received, on motion duly made and seconded and unanimously carried, the Secretary was instructed to cast a single ballot of the meeting for the election of the foregoing as Directors of the Company to serve until the next Annual Meeting of the Shareholders. The Secretary thereupon cast a ballot for each of the above-named persons as Directors, and the Chairman thereupon declared the persons above named duly elected Directors of the Company for the ensuing year.

[Unfinished business; new business.]

Appointment of Auditor.

On motion made by Mr. _____, seconded by Mr. _____, it was resolved that _____ be appointed Auditor, to hold office until the next annual meeting, unless previously removed by a resolution of the shareholders, with authority to employ such assistance as he may require, and that the remuneration of the said Auditor be and it is hereby fixed at \$ _____ [or, such sum as may be approved by the Directors of the Company].

There being no further business, it was moved by Mr. _____, seconded by Mr. _____, that the meeting do now adjourn.

CARRIED.

.....
President.

.....
Secretary.

MORTGAGE.

MORTGAGE of Uncalled Capital to Secure a Sum Advanced by Bank.

An Agreement made the _____ day of _____, 1 _____, between the _____ Company, Limited (hereinafter called "the Company"), of the one part, and the _____ Bank of _____ (hereinafter called "the Bank") of the other part.

WHEREAS the Company was incorporated in _____ with a nominal capital of \$ _____, divided into _____ shares of \$ _____ each.

AND WHEREAS _____ only of the said shares have been issued, and the sum of \$ _____ per share has been paid up thereon, and the said shares are numbered _____ to _____ inclusive and are still outstanding.

AND WHEREAS the Company has applied to the bank for an advance of \$ _____ which the bank has agreed to make on the terms hereinafter expressed.

Now these presents witness as follows:—

1. The bank shall, immediately after the execution hereof, advance to the Company the sum of \$ _____.

2. The Company shall repay the said sum of \$ _____ to the bank on the _____ day of _____.

3. The Company shall pay to the bank interest on the said sum of \$ _____ at the rate of 6 per cent. per annum, as from the date hereof up to the said _____ day of _____.

4. If the said sum of \$ _____ is not paid on or before the _____ day of _____, such sum, or so much thereof as shall for the time being remain unpaid, shall carry interest at the rate of _____ per cent. per annum until the actual payment thereof.

5. The Company hereby charges with the payment of the said principal moneys and interest the whole of the capital, namely, \$ _____ per share now uncalled upon the said shares in the Company's capital which have been issued.

6. The said capital shall not, during the continuance of this security, be called up or received in advance of calls without the consent in writing of the bank first had and obtained.

7. If during the continuance of this security the said capital hereby charged, or any part thereof, shall with the consent of the bank or otherwise be called up or in any way got in, the amount shall be paid over to the bank as security for the advance, with full power to the bank to apply a competent part thereof in or towards satisfaction of the advance and the interest thereon (if any) unpaid.

8. The Company shall not at any time during the continuance of this security create any charge on the said capital hereby

charged without first giving notice to the person or persons in whose favour such charge is created of the existence of this security.

9. During the continuance of this security the Company shall forthwith, after the presentation of any transfer of shares in the capital of the Company, furnish the bank with full particulars thereof, and no person shall be registered until forty-eight hours after such notice shall have been given, and no transfer shall be registered otherwise than in favour of a solvent transferee.

10. (General charge on undertaking of Company.)

11. In each of the events following, namely:—

(1) If a petition shall be presented, or an effective resolution shall be passed, or an order be made for the winding up of the Company; or

(2) If judgment shall be obtained against the Company for upwards of and shall remain unsatisfied for days; or

(3) If a distress or execution shall be levied or enforced against any of the property of the Company; or

(4) If the Company shall make default in the payment of any moneys due and owing hereunder by it at the time hereinbefore provided for payment thereof; or

(5) If the Company shall commit any breach of any of the provisions herein contained, and that whether the bank shall or shall not have waived any prior breach;

Then and in any or all of such cases the bank may, by notice in writing to the Company, call in the principal moneys secured, and such principal moneys shall become payable immediately on the service of such notice.

12. If the principal moneys hereby secured shall not be duly paid as and when the same shall be payable, the Company shall, upon the request of the bank, procure the said capital hereby charged to be called up by such instalments and payable at such times as the bank shall in writing request.

13. The bank may, at any time after the principal moneys hereby secured shall have become payable, appoint a receiver of the capital hereby charged, and if all calls made in respect

thereof, and also of the undertaking and property of the Company hereby charged.

14. The Company hereby covenants with the bank that the said capital hereby charged has not been called up or incumbered in any way, and that the contracts under which the said shares were allotted are not in any way void or voidable.

15. The Company shall forthwith give notice in writing to each of its shareholders of this charge on uncalled capital.

16. The Company shall procure each of its directors for the time being to covenant with the bank that whilst he is a director of the Company he will not be a party to anything in breach of the obligations hereby imposed on the Company, and that he will give to the bank immediate notice of any such breach, and also of any threat to commit any such breach, which shall come to his knowledge, and such covenant shall be executed as regards the present directors immediately after the execution hereof, and as regards any future Director immediately after his appointment.

In witness, etc.

NOTICES.

NOTICE of General Meeting.

THE

COMPANY, LIMITED.

Notice is hereby given that the Fourth Annual General Meeting of the Company, Limited, will be held at the Head Office of the Company, No. Long Street, Toronto, on the day of , at o'clock in the afternoon, for the purpose following, namely: to receive and consider the annual statement of accounts and balance sheet, and the reports of the Directors and Auditors thereon; to elect Directors and other officers [in the place of those retiring by rotation]; to sanction the declaration of a dividend, and to transact the other ordinary business of the Company.

The transfer books and register of shareholders of the Company will be closed from day, the to day, the , both days inclusive.

Dated, etc.

By order,
Secretary.

NOTICE of Special General Meeting.

Notice is hereby given, that a Special General Meeting of the _____ Company, Limited, will be held at the head office, No. _____ Street, Toronto, at _____ o'clock in the afternoon, when the subjoined resolution will be proposed.

Resolution.—That, etc., (*set it out in full.*)

By order,

Secretary.

NOTICE of Special Meeting for Ratification of By-law for Sale of Assets.

, LIMITED.

NOTICE IS HEREBY GIVEN that a special general meeting of the shareholders of _____, Limited, will be held at the head office of the said Company at _____ Adelaide Street East, Toronto, on _____ day, the _____ day of July, 1917, at the hour of _____ o'clock in the _____ noon, for the purpose of considering a by-law passed by the Directors of this Company, authorizing the sale of the assets of this Company to _____ Company, Limited, in consideration of the issue of 1,810,000 fully paid shares in the said last mentioned company to this Company, and, if deemed advisable, of ratifying such by-law or any modification thereof; and also for the purpose of considering and, if deemed advisable, passing all such further and other resolutions for fully carrying out the said by-law or any modification thereof, as the shareholders shall consider expedient or advisable, and for the purpose of authorizing the Board of Directors of _____, Limited, to give all such notices and make all such applications, and to pass and execute all such other acts, resolutions, deeds, instruments, matters, and things as may be deemed necessary or advisable for carrying out the terms of the said by-law or any modification thereof, and for distributing the proceeds of the said sale among the shareholders of this Company, and also for the transaction of any and all business that may come before the meeting, including the approval and ratification of all contracts, acts, by-laws, proceedings, elections and appointments

by the Board of Directors since the last meeting of the shareholders, as set forth in the minutes of the Board of Directors, which, until the meeting, will be open to examination by shareholders of record during business hours at the head office of the Company from the 1st day of May, 1917, until the holding of the meeting.

By order of the Board.

.....
President.

Dated at Toronto this _____ day of June, 1917.

DECLARATION Proving Service of Notice of Meeting.

| | | |
|--|---|--|
| PROVINCE OF ONTARIO County of York To Wit: | } | IN THE MATTER of the Statutory meeting of the shareholders of Mining Company, Limited (No Personal Liability), called for January 3rd, 1917, at the hour of 12 o'clock noon, at Toronto. |
|--|---|--|

I, _____, of the City of Toronto, in the County of York, Barrister-at-law, do solemnly declare that—

1. I am Secretary of the _____ Mining Company, Limited (no personal liability), and as such have a knowledge of the matters herein deposed to.

2. I am familiar with the books of this Company and the register now produced and shown to me did, on the 11th day of December, 1916, contain the names and last known address of every person who on the said day was a shareholder in the above named Company.

3. I did on the 11th day of December, 1916, serve a true copy of the notice hereto annexed and marked Exhibit "A," together with a copy of the report also hereto annexed and marked Exhibit "B," upon every shareholder of the Company on that day.

4. I served the said respective copies of the said notice addressed to such persons respectively according to their respec-

tive names and addresses appearing in the said register and with proper postage stamps affixed thereto as prepaid letters and by posting the same in one of His Majesty's letter boxes between the hours of five o'clock and six o'clock in the afternoon of the said eleventh day of December, 1916.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me at the City of
Toronto, in the County of York, this
11th day of December, 1916.

A Commissioner, etc.

NOTICE by Shareholders Convening Special General Meeting Under Section 46 (2) of Ontario Companies Act.

Notice is hereby given that we the holders of not less than one-tenth in value of the subscribed shares of _____, Limited, under and in pursuance of section 46 of the Ontario Companies Act, hereby convene a special general meeting of the Company for the transaction of the following business:—

(Here set out objects of proposed meeting).

And further take notice that such meeting will be held at the head office of the Company _____ Street, in the City of _____, on the _____ day of _____, 19____, at the hour of _____ o'clock in the _____ noon.

Dated at _____ this _____ day of _____ 19____.

(Signatures of shareholders).

**NOTICE of Distribution on Realization of Assets,
No. .****LAND COMPANY, LIMITED.**

Notice is hereby given that a Distribution on Realization of Assets No. of \$5.00 per share has been declared and that the same is payable on the day of March, 1916, to shareholders of record on the books of the Company at the close of business on the day of February, 1916 (fractional shares not included).

The transfer books will be closed from the day of February to the 13th day of March, 1916.

By order,

Secretary-Treasurer.

TORONTO, Canada,

January 1916.

NOTE.—Shareholders are reminded that as the distributions on realization of assets can only be made as, and when, sufficient funds are on hand from time to time, the payments are bound to be at irregular intervals and cannot be counted upon to be made at any fixed periods. The shareholders are further reminded that as each distribution on realization is made the assets of the Company are proportionately depleted, and that these payments are not, and cannot in any way be regarded as dividends.

NOTICE to Shareholders on Issue of New Capital.**THE****COMPANY, LIMITED.**

Shareholders of the Company, Limited, are hereby notified that the Company has decided to make a new issue of 50,000 shares of the unissued capital stock of the Company, Limited, and that each shareholder will be entitled to subscribe to his proportion of the said 50,000 shares at its par value of \$100 per share, being a right to subscribe for one share to every five shares owned by him. No fractional shares will be issued in respect of any number of shares less than five.

Payment for the new stock will be due and payable at the head office of the Company, Street, Toronto, Ontario, on or before the 27th day of December, 1917. If on or before the 27th day of December, 1917, subscription be not made and paid, the subscription privilege above set out will terminate.

The holder of any share warrant shall, at least two clear days before the 27th day of December, 1917, deposit the share warrant or share warrants at the head office of the Company,

Street, Toronto, Ontario, together with a statement in writing of his name and address, whereupon he shall, at the expiration of two days thereafter, receive a certificate entitling him to subscribe for the number of shares allotted to him and to have issued and receive a certificate therefor in the same way as if he were a registered shareholder of the Company in respect of the shares specified in said certificate.

The books of the Company for the transfer of shares will be closed from the close of business on the 14th day of December, 1917, to the close of business on the 31st day of December, 1917.

Secretary.

CIRCULAR on Further Issue of Shares.

THE

COMPANY, LIMITED.

Niagara Falls, Ont.,

No.

June

, 19 .

Sir or Madam :—

In accordance with a resolution passed by the board, the directors have decided to offer _____ shares of the Company's treasury stock at par to existing shareholders, in the proportion of One share for every Twenty shares held by shareholders of record as at June _____, 19 .

It is intended to utilize the new capital obtained by the issue of the above shares for the purpose of _____ .

In order to enable shareholders to subscribe for whole shares where they hold less than twenty shares or amounts that are not multiples of twenty shares, the Company has issued warrants to subscribe, both for whole shares and fractions. As the Company

cannot, under any circumstances, issue or allot any fraction of a share, you may either sell or buy other fractional warrants to make up sufficient to subscribe for whole shares, and this can be effected through Messrs. Stock Brokers,

Toronto, who are at present prepared to pay at the rate of
for each warrant to subscribe for one-twentieth of a share.

The directors reserve the right to make such disposition as they may deem advisable of shares not effectively taken up and paid for.

As the holder of _____ shares, you are entitled to subscribe for _____ whole share and _____ -twentieths of a share, and we enclose

Warrant to Subscribe Number A

Fractional Warrant Number B

On the back of these warrants are two forms:

1st.—The *subscription*, to be signed by the shareholders if they take the shares themselves;

2nd.—An *assignment*, to be filled out and signed by the shareholders if they dispose of the privilege.

On July 31st, 1917, at noon, the right to subscribe will expire, before which time the enclosed Warrants, with endorsed subscriptions, duly signed, must be received by the Company at its head office in Niagara Falls, Ontario.

Payment must be made as follows:—

On or before _____, 19 _____, \$50 per share.

On or before _____, 19 _____, \$50 per share.

Cheques should be made payable at par, Niagara Falls, Ontario.

Failure to pay any instalment by the date at which it is due renders previous payments liable to forfeiture and the subscription liable to cancellation.

Upon payment of the first instalment of the subscription there will be issued a Certificate of Subscription, and on payment in full share certificates for whole shares will be mailed to subscribers.

No interest allowed on payments in advance.

Shares duly taken up and paid for in full will rank for dividend for the month ending October 31st, 1917, payable , 19 .

Please note the following:—

Write distinctly name and address of the subscriber.

Make special mention of any change of address, in order that the Company's mailing record may be properly corrected.

Make sales or purchases of fractional warrants through any broker, as the Company cannot sell or purchase warrants.

Administrators, executors, trustees, etc., whose authority is not on file must make sure that the proper evidence of their authority is filed with this Company.

No subscription or assignment of the privilege will be recognized unless made on the forms enclosed.

All communications in relation to the foregoing should be addressed to the undersigned at Niagara Falls, Ontario.

By order of the Board:

.....
Secretary.

NOTICE of Situation of Principal Office for Publication in Canada Gazette (Dominion Act, s. 30).

THE COMPANY, LIMITED.

NOTICE is hereby given that the principal office of The Company, Limited, is situate at Suite

No. on the floor of the building known as "The Building," No. Street, in the City of

.....
Secretary..

OBJECT CLAUSES for Insertion in Letters Patent or Memorandum of Association.**GENERAL CLAUSES.**

[NOTE.—In drawing power clauses, no reference should be made to the incidental powers, if any, conferred by the governing statute. What is thus conferred need not of course be included.]

TO ACQUIRE BUSINESS.

To acquire or undertake the whole or any part of the business, property and liabilities of any person or Company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of the Company. Ontario, section 23 (b).

ALTERNATIVE FORM.

To purchase or otherwise acquire and undertake all or any of the assets, business, property, privileges, contracts, rights, obligations and liabilities of any company, society, partnership or person carrying on any part of the business which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company, and to pay for the same in cash or in shares of this Company or partly in cash and partly in shares.

ALTERNATIVE FORM.

To purchase or otherwise acquire and undertake all or any of the assets, business, property, privileges, contracts, rights, obligations and liabilities of any company, society, partnership, or person carrying on any part of the business which the Company is authorized to carry on or possessed of property suitable for the purposes of this Company, or of any company in which this Company holds shares, bonds, debentures, debenture stock or

other securities, and to pay for the same in cash or in shares or securities or any other consideration, and to carry on the business of any such company, society, partnership or person whose assets are so acquired.

ACQUIRE Existing Business.

To purchase, take over or otherwise acquire as a going concern, the business now carried on at the City of _____, in the Province of _____, by _____, and all or any of the assets and liabilities of the proprietor of that business in connection therewith, with the undertaking and good-will thereof, and all the rights and contracts now held by the proprietor, subject to the obligations, if any, affecting the same, and to pay for same in paid-up shares of this Company.

ADVERTISE, ETC.

To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books or periodicals, and by granting prizes, rewards and donations. Ontario, section 23 (n).

AMALGAMATE.

To consolidate or amalgamate with any other company having objects similar in whole or in part to those of the Company.

APPLY for Patents, etc.

To apply for, purchase or otherwise acquire, any patents, licenses, concessions and the like, conferring any exclusive or

non-exclusive, or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired. Ontario, section 23 (c).

TO Acquire Patents, Etc.

To apply for, obtain, register, purchase, lease or otherwise acquire, and to hold, own, use, operate, introduce and sell, assign or otherwise dispose of, any and all trade-marks, formulae, secret processes, trade names and distinctive marks, and all inventions, improvements and processes used in connection with or secured under Letters Patent or otherwise, of Canada, or of any other country; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any and all such trade-marks, patents, licenses, concessions, processes and the like, or any such property, rights and information so acquired, and, with a view to the working and development of the same, to carry on any business, whether mining, manufacturing, or otherwise, which the company may think calculated directly or indirectly to effectuate these objects.

CARRY on any Other Business.

To carry on any other business, whether manufacturing or otherwise, capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights. Ontario, section 23 (a).

ALTERNATIVE FORM.

To carry on any other business which is germane to the objects for which this Company is incorporated, and which

may seem to the Company capable of being conveniently carried on in connection with its business, and generally to do all such things as are incidental or conducive to the attainment of the above objects.

CONSTRUCT Roads, etc.

To construct, improve, maintain, work, manage, carry out or control any roads, ways, tramways, branches or sidings, bridges, reservoirs, watercourses, wharves, manufactories, warehouses, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidize or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof. Ontario, section 23 (j).

ALTERNATIVE FORM.

Where such course is required for the purposes of the Company or may seem calculated, directly or indirectly, to advance the Company's interests, to acquire, purchase, take on lease, hire, construct, improve, own, use, maintain, operate, manage, carry out and control, but only upon lands owned or controlled by the Company, or over which the Company may have a right or license to that effect, such roads, ways, bridges, lines of rail, spurs, sidings, tracks, rolling stock, cables, wires, motors, locomotives, electrical plant and all such other structures, works, conveniences and appliances as may be required for the purpose of maintaining communication by telegraph or telephone, or of effecting the transport of goods or passengers, and to contribute to, subsidize or otherwise assist or take part in the acquisition, purchase, leasing, hiring, construction, improvement, ownership, use, maintenance, operation, management, carrying out or control thereof.

DISTRIBUTE Assets in Specie.

To distribute the whole or any part of the property or assets of the Company in specie or money among its shareholders.

ALTERNATIVE FORM.

To distribute in specie by way of dividend or otherwise, among the shareholders, customers, or employees of the Company, or otherwise, any shares, or securities, belonging to the Company or any property or assets of the Company applicable as profits of the Company.

DO ALL THINGS, as Principals, Agents, etc.

To do all or any of the above things and all things authorized by the letters patent or supplementary letters patent as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction with others. Ontario, Section 23 (p).

TO DO THINGS Incidental to Objects.

To do all such other things as are incidental or conducive to the attainment of the above objects. Ontario, section 23 (q).

DRAW Promissory Notes.

To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments. Ontario, section 23 (l).

EMPLOY BROKERS.

Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters, and to provide for the remunerations of such persons for their services by payment in cash, or with the approval of the shareholders, by the issue of shares, debentures or other securities of the Company, or by the granting of options to take the same or in any other manner.

ENTER into Arrangements, etc.

To enter into any arrangements with any authorities, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such authority any rights, privileges and concessions, which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions. Ontario, section 23 (f).

ALTERNATIVE FORMS.

To enter into any arrangements with any governments or authorities, supreme, provincial, civil, municipal, local or otherwise that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any statutes, ordinances, licenses, contracts, orders, regulations, decrees, rights, powers, franchises, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the terms of the same.

To apply for, promote and obtain from the Dominion of Canada, or any other authority, whether Dominion, Provincial, Imperial, Colonial or Foreign, and including subordinate and municipal authorities, any statute, ordinance, order, regulation or other authorization or enactment which may seem desirable to the Company, or calculated directly or indirectly to benefit the Company.

To apply for, secure, acquire by assignment, transfer, purchase or otherwise, and to exercise, carry out and enjoy any charter, license, power, authority, franchise, concession, rights of privilege which any government or authority or any corporation or other public body may be empowered to grant, and to pay for, aid in and contribute towards carrying the same into effect, and to appropriate any of the Company's shares, bonds and assets to defray the necessary costs, charges and expenses thereof.

To obtain any provisional order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for any purpose which may seem expedient, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests.

ENTER into Partnership, etc.

To enter into partnership or into any arrangement for sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company; and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same. Ontario, section 23 (d).

ESTABLISH Associations, etc.

To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company, or its predecessors in business, or the dependents or connections of such persons, and grant pensions and allowances, and make payments towards insurance, and subscribe or

guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object. Ontario, section 23 (g).

INVEST MONEYS.

To invest and deal with the moneys of the Company not immediately required in such manner as from time to time may be determined.

ISSUE Shares for Property, etc.

To issue and allot as fully paid-up shares of the Company hereby incorporated, in payment or part payment of any property, movable or immovable, rights, lease, business franchises, undertaking, powers, privileges, licenses, concessions, stocks, shares, bonds, debentures, debenture stock or other property.

ALTERNATIVE FORM.

To issue paid-up shares, bonds, debentures, debenture stock, or other securities for the payment, either in whole or in part, of any property, real or personal, movable or immovable, property or other rights, lease, business, franchise, undertaking, power, privilege, license or concession, which this Company may lawfully acquire, and also in payment of services rendered to the Company by way of promotion or otherwise, and to issue fully paid-up shares, bonds, debentures, debenture stock or other securities of the Company in payment or part payment of or in exchange for shares, bonds, debentures, debenture stock or other securities of any other company doing a business similar or incidental to the business of this Company.

LEND Money to Customers.

To lend money to customers and others having dealings with the Company and to guarantee the performance of contracts by any such persons. Ontario, section 23 (k).

ALTERNATIVE FORM.

To lend money to persons or companies having dealings with the Company, and guarantee the performance of contracts as also the performance of any obligations or undertakings of any other company or person in which the Company is interested, including the payment of dividends, interest on bonds, debentures, debenture stock, or other securities, mortgages or liabilities of any such company or person; and to accept as security for such loans and guarantee any security that may be offered by such company or person, including shares, bonds, debentures, debenture stock, mortgages, pledges, liens, or other securities of such other companies, or of or upon the property of such persons or companies.

PAY Preliminary Expenses.

To pay all costs, charges and expenses incurred or sustained about the promotion and establishment of the Company or which the Company shall consider to be preliminary.

POWERS Not to be Limited, etc.

The powers in each paragraph hereof shall be in no wise limited or restricted by reference to, or inference from, the terms of any other paragraph.

NOTE.—The Department will not longer grant this clause to Dominion companies.

PROCURE Company to be Registered.

To procure the Company to be registered, licensed or otherwise recognized in any foreign country, and to designate

and appoint persons therein as attorneys or representatives of the Company, with full power to represent it in all matters according to the laws of such foreign country, and to accept service for and on behalf of this Company of any process or suit.

TO PROMOTE COMPANIES.

To promote any company or companies for the purpose of acquiring or taking over all or any of the property and liabilities of the company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company. Ontario, section 23 (h).

ALTERNATIVE FORM.

To promote any company or companies for any purposes which may seem to benefit this Company, and to aid by guarantee, endorsement, advance or otherwise any company, shares of whose capital stock or whose bonds, debentures or other securities have been acquired or are held by this Company.

PURCHASE any Personal Property, etc.

To purchase, take on lease or in exchange, hire or otherwise acquire any personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any machinery, plant and stock in trade. Ontario, section 23 (i).

ALTERNATIVE FORMS.

To buy or otherwise acquire, and to sell or otherwise dispose of property, real or personal.

To acquire by purchase, concession, exchange, lease or otherwise, and to construct, erect, operate, hold, maintain and man-

age all foundries, factories, stores, shops, depots, machine shops, engine houses and other structures and erections necessary or convenient for the carrying on of its business, and all other property, real or personal, necessary or useful for the carrying on of any of the purposes of the Company, and to lease, sell or otherwise dispose of the same.

PURCHASE Shares in Other Companies.

Notwithstanding the provisions of section 44 of the Companies Act, to purchase, take or acquire by original subscription or otherwise, and to hold, sell or otherwise dispose of shares, stock, whether common or preferred, debentures, bonds and other obligations in and of any other company, [having objects similar in whole or in part to the objects of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company], and to vote all shares so held through such agent or agents as the Directors may appoint.

ALTERNATIVE FORM.

To subscribe for, purchase, take in exchange or in payment or otherwise acquire, hold, and own, and while holding same to exercise all the rights, powers and privileges of holders and owners thereof, receive and distribute as profits dividends and interest thereon, and to guarantee, sell, with or without guarantee, and otherwise dispose of, and notwithstanding the provisions of section 44 of the said Act, deal in the shares, bonds, debentures, debenture stock or other securities of any other company or companies having purposes and objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to establish, promote or otherwise assist any such other company or companies.

NOTE.—The above forms are appropriate for Dominion Companies.

SELL UNDERTAKING.

To sell or dispose of the undertaking of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company.

ALTERNATIVE FORM.

To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company, if authorized so to do by the vote of a majority in number of the shareholders present or represented by proxy, at a general meeting duly called for considering the matter, and holding not less than two-thirds of the issued capital stock of the Company. Ontario, sec. 23 (m).

SELL Property of Company.

To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company. Ontario, section 23 (o).

ALTERNATIVE FORM (Dominion Company).

To sell, lease, exchange or otherwise dispose of or deal with all or any of the assets, property, rights or undertaking of the Company for such consideration as the Company may think proper, and in particular, and notwithstanding the provisions of section 44 of the Companies Act for shares, bonds, debentures, debenture stock or other securities of or belonging to any other partnership, association or company.

TO BORROW MONEY, Issue Bonds, etc.

To borrow money, to make and issue promissory notes, bills of exchange, bonds, debentures and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise, without limit as to amount, and to secure the same by mortgage, pledge or otherwise.

TO MANUFACTURE and Sell.

To manufacture, purchase, or otherwise acquire, hold, own, mortgage, sell, assign and transfer, invest, trade, deal in and deal with goods, wares and merchandise, and property of every class and description.

DIRECTORS and Officers not Subject to Removal.

Neither the Directors nor the members of the Executive Committee nor the President or Vice-President shall be subject to removal during their respective terms of office, by the shareholders or otherwise, nor shall their terms of office be diminished during their tenure.

DIRECTORS to Sell Property on Request of Majority of Shareholders.

The Directors shall at any time sell or dispose of all or any part of the real estate, personal property, or other assets of any kind or nature, that may be owned by the Company on the request of a majority of all the shareholders, preferred and common, to be evidenced by a vote at a meeting called on two weeks' notice, or by a writing under the signature of a majority of said shareholders. Said sale shall be made for cash or in exchange for other property as may be directed by said shareholders.

LIMITATION on Power to Create Mortgages.

No mortgage shall be created by the Company unless there shall be first obtained the consent in writing of the holders of seventy-five per cent. of the preferred stock outstanding at the time, and also the like consent of holders of seventy-five per cent. of the outstanding common stock.

That the Company may create and issue its debentures to the amount of one million dollars, and no bond, no debenture other than those above mentioned, and no mortgage shall be made, assumed or guaranteed by the Company, or by any company, a majority of the capital stock of which may be owned or controlled by this Company, without the consent of the holders of record of eighty per cent. of the preferred stock of this Company then outstanding.

CUMULATIVE VOTING.

Every holder of one or more shares of stock shall be entitled to one vote for each share at all meetings of the shareholders, and in any election of Directors shall be entitled to cumulate his votes upon one or more Directors. The holders of preferred and common stock shall have an equal power of voting.

GIVING Shareholders Prior Right to Subscribe for Stock.

That save by the declaration of stock dividends, as aforesaid, no capital stock of the said Company, whether authorized by the Letters Patent or by any Supplementary Letters Patent, or otherwise, save and except the stock subscribed for by the applicants for the Letters Patent on the occasion of the application for such Letters Patent shall, at any time, be issued or allotted, except upon the terms of the then existing shareholders having the prior right to subscribe and take such additional capital at par in proportion to their holdings, subject to such regulations and adjustment as the directors may from time to time determine upon with a view to avoiding the allotment of fractions of shares.

GIVING Continuing Shareholder Right to Purchase Shares of Retiring Shareholder.

(1) That save as hereinafter provided, no share or interest in the Company shall at any time be transferred to any person not already a shareholder, so long as any shareholder is willing to purchase said share or interest at the prescribed price.

(2) That in order to ascertain whether any shareholder is willing to purchase any such share or interest, the person, whether a shareholder of the Company or not, proposing to transfer the same, hereinafter called the "retiring shareholder," shall give notice in writing to the Company that he desires to transfer the same, and such notice shall constitute the Company his agent for the sale of the share or other interest to any shareholder of the Company at the prescribed price.

(3) That if the Company shall within the space of thirty days after such notice find a shareholder desiring to purchase such share or interest, hereinafter called the "purchasing shareholder," and shall give notice thereof to the retiring shareholder, he shall be bound at such time within fifteen days thereafter as the Company shall appoint, upon payment of the prescribed price, to transfer such share or interest to the purchasing shareholder.

(4) That if in case the retiring shareholder after becoming bound, as aforesaid, makes default in transferring such share or interest, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing shareholder to be entered upon the register as the holder of such share or interest, and shall hold the purchase money in trust for the retiring shareholder, his executors, administrators or assigns, and the receipt of the Company for the purchase money shall be a good discharge to the purchasing shareholder, and he shall not be bound to see to the application thereof, and after the name of the purchasing shareholder has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person, and the purchasing shareholder shall be deemed and taken to be the owner of the said share or interest.

(5) That the prescribed price shall mean the amount paid in on such share or interest, plus the proportionate part of undivided profits, not including contingent fund shewn by the

annual balance sheet of the Company next prior to the giving of such notice, provided that if instead of there being undivided profits such balance sheet shows an impairment of capital of the said Company, then the proportionate part of such impairment shall be deducted from the amount paid in upon such share or interest in ascertaining such prescribed price.

(6) That the Company shall in all cases of receiving notice of desire to sell any such share or interest as aforesaid, allow the other shareholders the opportunity to take same in proportion to their respective holdings of shares in the Company, making all necessary adjustments to avoid fractions of shares, and for that purpose giving the preference in all cases to shareholders who have the larger holdings.

LIMITING Salary to be Paid Officers.

No officer or servant of the Company shall, in respect of any financial year of the Company, be paid a salary or other allowance of any kind (excluding dividend) amounting in all to more than \$ _____, nor shall the total amount paid for salaries exceed \$ _____, unless the Company shall have earned profits for such year, which shall, after having provided for impairment of reserve fund and/or contingent fund, if any, and leave a sufficient balance to pay to the preference shareholders a cash dividend of not less than seven per centum.

PREFERENCE SHARE CLAUSES.

PREFERENCE SHARES—Cumulative— Participating.

The preferred shares shall be entitled, out of any and all surplus net profits, whenever ascertained, to cumulative dividends at the rate of eight per cent. per annum in each and every year hereafter, in preference and priority to any payment of any dividends on the common shares for such year. The common shares shall be subject to the prior rights of holders of the preferred shares as herein declared. If, after providing for the payment of full dividends for any year on the preferred shares, and for any balance that may remain due on the cumulative divi-

dends on such preferred shares for preceding years, there shall remain any surplus net profits, any and all such surplus net profits not in the opinion of the Board of Directors required to provide for the maintenance, improvement, enlargement and operation of the property and business of the Company, or for the payment of its liabilities, shall be applicable to dividends upon the common shares for such year, to the extent of, but not exceeding, eight per cent. upon the said common shares, when and as from time to time the same shall be declared by the Board of Directors, which dividends upon the common shares shall not be cumulative, but shall only be paid if earned. The remainder of any such surplus net profits shall then be applicable to the payment of further dividends equally per share upon both preferred and common shares. The Board of Directors may declare, and out of such surplus net profits may pay, annual dividends upon the common shares of the Company, to the extent of, but not exceeding eight per cent. upon such common shares, but, no such annual dividends shall be declared or paid until the cumulative dividends shall have been paid in full upon the preferred shares for such year, and for all preceding years; and after the payment of such cumulative dividends upon the preferred shares, and such dividends upon the common shares, to the amount of not exceeding eight per cent., out of any further surplus net profits, the Board of Directors may declare and pay dividends equally per share upon preferred and common shares. In case of the dissolution or termination of the Company, the preferred shares and the holders thereof shall also be entitled to preference in the distribution of the assets, and the same, in case of such dissolution or termination, shall be applied first to the payment in full of the principal of the said preferred capital stock at par with all cumulative dividends thereon in preference and priority to any payment upon the common shares, and second, to the payment of principal of the common shares at par; and any balance remaining shall be divided equally per share among the holders of preferred and common shares.

PREFERENCE Shares Non-Cumulative.

The holders of said preferred stock shall be entitled to receive in each year, out of the accumulated profits of the Corporation, in excess of such a sum, if any, as shall have been fixed

and reserved as working capital, a non-cumulative dividend of seven per cent., payable quarterly, half-yearly or yearly, as the Directors may from time to time determine, before any dividend shall be set apart or paid on the general or common stock of the corporation. If the accumulated profits in excess of the sum fixed and reserved as working capital shall not be sufficient to pay, in any year, a dividend of seven per cent. on said preferred stock, then such dividends shall be paid thereon as such excess of accumulated profits will suffice to pay; but the dividends thereon shall not be cumulative, but shall be payable for each year only out of the accumulated profits of that year and not of any subsequent year or years.

Upon the dissolution of the corporation, or upon final distribution of its assets, and after the payment of its debts, the preferred stock shall be redeemed at par if the assets of the corporation, including surplus and accumulated profits, are sufficient. If the assets are not sufficient to redeem said stock at par, then all said assets or their proceeds shall be distributed ratably among the holders of such preferred stock. If the assets are more than sufficient to redeem the preferred stock at par, all remaining after such redemption shall be divided ratably among the holders of the general or common stock of the corporation.

PREFERENCE Shares Non-Cumulative, Non-Participating.

The stock of the said Company is to be of two kinds, to wit, general stock and preferred stock. The amount of the preferred stock shall at no time exceed two-thirds of the total outstanding capital stock of the Company. The holders of the preferred stock shall be entitled to receive semi-annually all net earnings of the Company determined and declared as dividends in each fiscal year up to, but not exceeding eight per cent. per annum upon all outstanding preferred stock, before any dividend shall be set apart or paid on the general stock; but such dividends upon the preferred stock shall not be cumulative, and the preferred stock shall not be entitled to participate in any other or additional earnings or profits. In case of liquidation or dissolution of the Company, the holders of preferred stock shall be

entitled to receive cash to the amount of their preferred stock at par, before any payment in liquidation is made upon the general stock, and shall not thereafter participate in any of the property of the Company or proceeds of liquidation.

PREFERENCE Shares—Two Classes.

The number of shares into which the said stock is divided is _____, of which _____ are First Preferred Stock of the par value of one hundred dollars (\$100) each; the holders of which stock shall be entitled to a cumulative dividend in each year of an amount equal to seven per cent. upon the amount actually paid in on said stock, payable from profits, if earned, and which shares, both as to dividends and as to the distributive share of the assets on the dissolution or winding-up of the company, shall have preference over the Second Preferred Stock and the common stock and over any other stock at any time issued. The stock certificates shall also contain a provision that no mortgage shall be placed on any property of the company, except with the consent in writing of at least seventy per cent. in value of the holders of such First Preferred Stock of record on the books of the Company.

_____ shares of said stock shall be Second Preferred Stock of the par value of one hundred dollars (\$100) per share; the holders of which shall be entitled to a non-cumulative dividend not to exceed six per cent. in any year, payable from profits after the payment of all accumulated dividends on the First Preferred Stock and before the payment of any dividend on the common stock, but no dividend shall be paid on the common stock in and for any year until six per cent. shall have been declared and paid in and for that year upon the Second Preferred Stock.

_____ shares of said stock shall be common stock of the par value of one hundred dollars (\$100) per share; after said common stock shall have received a dividend of six per cent. in any year, the remainder of profits shall be apportioned and paid *pro rata* to the holders of the said Second Preferred and common stock according to the aggregate of the Second Preferred and common stock outstanding respectively.

PREFERENCE Share Clause Giving Right to Elect Directors in Default of Dividends.

The holders of the said preference stock shall also have the right, if they see fit, to select annually at least two members of the Board of Directors of the Company.

And the said holders of preference shares shall, subject to the provisions of the said Act, also have the right, in the event of default of the Company to pay the annual dividend on the said preference shares at the rate hereinbefore mentioned, if in their discretion they think proper to do so, to elect a Board of Directors who may be taken exclusively from the said preference-shareholders, and the said Board of Directors, under the direction of the said preference-shareholders, shall thereafter continue to manage and control the business and affairs of the Company so long as may be considered necessary and expedient by the said preference-shareholders.

PREFERENCE Shares with Power to the Company to Retire Same upon Payment of Certain Premium.

That the said stock is to be divided into _____ shares of _____ dollars each, of which _____ shares are to be preference stock, and entitled to dividends out of net earnings before dividends are paid upon any other shares to the extent of seven per centum per annum upon the par value thereof, and in any distribution of the assets of the said Company upon dissolution or sale thereof, said _____ shares shall, up to the par value thereof, together with any accrued unpaid dividends cumulated at the said rate, be entitled to a preference over all other shares of stock of the said Company; but said preference stock may be retired or reduced by said Company on any dividend date on and after five years from the date of payment of the first interim dividend instalment declared, such retiring or redemption to be at par plus a premium of _____ dollars upon each of the said preference shares of stock.

PREFERENCE Shares Postponed as to Dividend, but With Priority as to Capital, and Enjoying Other Special Rights.

The capital stock of the said Company shall be Four Million Pounds, divided into Four Million Shares, or One Pound Sterling each; subject to the increase of such capital stock under the provisions of the said Act; of the Four Million Shares of the par value of One Pound Sterling each into which the capital stock of the Company is divided, One Hundred Thousand Shares shall, when issued, be preference shares, and Three Million Nine Hundred Thousand Shares shall be common shares. The common shares shall, in any year, in the discretion of the Directors, but always before any payment of dividends on the preference shares for such year, be entitled out of any and all surplus net profits whenever made or ascertained, to non-cumulative dividends at a rate not to exceed six per cent. per annum upon the amount paid up on the common shares. If in any year, after providing for the full six per cent. of said dividend on the common shares for such year, there shall remain any surplus of such net profits, such surplus or such portion thereof as shall be required shall, in the discretion of the directors, be applied to non-cumulative dividends upon the preference shares at a rate not to exceed six per cent. per annum upon the amount paid up on the preference shares. If in any year, after providing for the full six per cent. of said dividend on the common shares for such year, and for the full six per cent. of said dividend on the preference shares for such year, there shall remain any surplus of such net profits, such surplus or any part thereof shall, if applied to dividends for that year, be so applied ratably upon the capital paid up, and without any distinction as between common and preference shares.

The capital paid up on the preference shares shall not be liable to cancellation or reduction in respect of loss or depreciation of the assets of the Company, but shall in such case, in priority and preference to the common shares, remain unimpaired.

In case of the winding up or dissolution of the Company, the holders of the preference shares shall, in priority and preference to the common shares, be entitled to have the surplus assets applied first, in paying off the capital paid up on the preference shares held by them respectively, and thereafter to participate

ratably with the holders of the common shares in the residue of such surplus assets (if any), which shall remain after paying off the capital paid on such common shares.

The preference shareholders shall be entitled at each election for Directors to select Directors to the number of two-thirds of those then to be elected, fractions to be allowed to the preference shareholders as whole numbers in ascertaining said proportion. No action or proceeding shall be taken by the shareholders of the Company in general meeting or, if taken, shall be deemed to be effective, unless concurred in by a majority of the preference shareholders present, in person or by proxy at such meeting

GENERAL Clauses Suitable for Ontario Company.

Subject to section 94 of Ontario Companies Act to underwrite, subscribe for, purchase or otherwise acquire and hold, either as principal or agent, and absolutely as owner or by way of collateral security or otherwise, and to sell, exchange, transfer, assign or otherwise dispose of or deal in the bonds or debentures, stocks, shares or other securities of any government or municipal or school corporation, or of any chartered bank or of any other duly incorporated company or companies.

To distribute the whole or any part of the property or assets of the Company in specie or money among its shareholders; provided, however, that no such distribution shall effect a reduction of the capital of the Company except made in accordance with the provisions of the Ontario Companies Act.

To invest and deal with the moneys of the Company not immediately required in such manner as from time to time may be determined.

To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be preliminary.

Upon any issue of shares, debentures or other securities of the Company to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash, or with the approval of the shareholders, by the issue of shares, debentures or other securi-

ties of the Company, or by the granting of options to take the same or in any other manner; also to pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares, bonds, debentures, debenture stock or other securities of the Company; provided, that as regards shares, such commission shall not exceed twenty-five per cent. of the amount realized therefrom.

With power to hold meetings of shareholders, directors and executive committee of directors (if any), at any place other than the head office of the Company, and whether within or without Ontario.

SPECIFIC OBJECT CLAUSES.

ADVERTISING.

To carry on a general advertising and publicity business in all its branches both as principals and agents, and to acquire and operate franchises or privileges for advertising purposes, or for the buying or selling of advertising rights, franchises or privileges, and to deal in all other articles or things of a character similar or analogous to the foregoing or any of them, or connected therewith, and in general to undertake and transact all kinds of agency business which an individual may legally undertake and transact for or connected with any of the above objects and purposes; to carry on the business of stationers, printers, lithographers, stereotypers, electrotypers, photographic printers, photolithographers, engravers, die-sinkers, envelope manufacturers, bookbinders, account book manufacturers, machine rulers, numerical printers, paper makers, paper bag and account book makers, box makers, cardboard manufacturers, type founders, photographers, manufacturers of and dealers in playing, visiting, railway, festive, complimentary and fancy cards and valentines, dealers in parchment, dealers in stamps, agents for the payment of stamps and other duties, advertising agents, designers, draughtsmen, ink manufacturers, booksellers, publishers, paper manufacturers, and dealers in the material used in the manufacture of paper, engineers, cabinet makers, and dealers in or manufacturers of any other article or thing of a character similar or analogous to the foregoing, or any of them, or connected therewith;

(Another Form).

(a) To act as and carry on the general business of advertising agents and to engage in and conduct the business of advertising in all its branches, including the preparation and arrangement of advertisements and advertising matter of all kinds; the purchase, preparation, manufacture, utilization and disposal of advertising toys, pictures, devices, novelties, inventions and all other means and instrumentalities for advertising; the acquisition and preparation of advertising space and facilities, mural space and privileges upon the same, and the purchase and utilization of all letters patent, patent rights, trade marks, and copy-rights pertaining to or useful in the conduct of the said business of advertising;

(b) For the purpose aforesaid to buy, sell, manufacture and deal generally, as printers, publishers, stationers, engravers, designers, book-sellers and proprietors and publishers of newspapers, magazines, periodicals, literary works and publications and printed and illustrated matter of all kinds and descriptions, and to engage generally in the art, trade and business of photographic printing, photo-engraving, lithographing and all other modes of reproducing or producing printing, engraving, drawings, paintings, pictures and representations and impressions of all kinds, in color or otherwise.

AGENCY BUSINESS.

(a) To transact all kinds of agency business, to negotiate loans, to find investments, to carry on business as capitalists, financiers, brokers, and manufacturers' agents; to purchase or otherwise acquire, sell, dispose of and deal in real and personal property of all kinds, and in particular lands, shares, stocks, debentures, securities, book debts, and any interest in real or personal property and any claims against such property or against any person or company; to advance money on the security of stocks, shares, buy, sell and deal in warrants, bonds, debentures, bills of lading, warehouse receipts, choses in action, coupons and other negotiable or transferable or non-negotiable securities or documents; to subscribe for, underwrite, issue on commission or otherwise take, hold and deal in shares and

securities of all kinds; to carry on business as promoters and to form, constitute, float, assist and control companies and undertakings;

(b) To purchase, take on lease or in exchange, or otherwise acquire any real or personal property, and to sell, improve, manage, develop, lease, dispose of, turn to account or otherwise deal with same;

(c) To import, export, manufacture, buy, sell and deal in goods, wares and merchandise;

(d) To acquire, develop and maintain mines, mineral claims and mining rights, and to construct and operate all plants and appliances necessary to the profitable working of the same or any of them.

AGRICULTURAL IMPLEMENTS.

(a) To buy, sell, trade in and otherwise carry on the business of manufacturers of and dealers in harvesting machinery, motors, engines, carriages, machinery and agricultural implements of all kinds and of all materials, substances, appliances and things required for or incidental to the manufacture, preparation, adaptation, use or working thereof, or the packing, storage or disposition thereof.

AIRCRAFT.

(a) To carry on the business of dealers in, manufacturers, letters, hirers, repairers, storers and warehousemen of aeroplanes, balloons, airships and flying machines of all kinds whether heavier than air or otherwise, and whether propelled by mechanical power or not, and whether for commercial, military, naval, scientific or other purposes, and all motors, machinery, gear, component parts, accessories, fittings, implements, utensils, appliances, apparatus, lubricants, solutions, and all things capable of being used therewith or in connection therewith or in the manufacture, maintenance and working thereof respectively, or in the construction and maintenance of any sheds, works, inclines or surfaces adapted for use in connection therewith, and also the businesses of mechanical and aeronautical engineers, electricians, electrical engineers, carriers, aeronauts, tire manufacturers, wheel-

wrights, futers, founders, tubemakers, galvanizers, japaners, annealers, enamellers, electro-platers, painters and varnish manufacturers, and the business of generating, accumulating, manufacturing, distributing, dealing in and supplying electricity, steam, gas, petrol, gasoline and other energy for the purposes of motive or lighting power or otherwise, and manufacturing and dealing in all kinds of apparatus and things required or capable of being used in connection with such generation, accumulation, manufacture, distribution, dealing in and supply;

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value or render profitable any of the Company's rights or properties;

(c) To establish and maintain lines or regular services of aircraft of all kinds and carry on the business of carriers of passengers and goods by air, sea, river, canal, railway and otherwise, and to enter into contracts for the carriage of mails, passengers, goods and cattle by any means and either by the Company's own aircraft and conveyances or by or over the aircraft, vessels, conveyances and railways of others; and to enter into contracts with any person or company as to interchange of traffic, running powers or otherwise and in connection with any of the objects aforesaid to carry on the business of railway contractors, shippers, shipbuilders, omnibus proprietors, engineers, manufacturers of machinery and railway cars, omnibus and coach builders; and to carry on the business of warehousemen and storers of goods, wares and merchandise of every kind and description whatsoever or any other trade or business whatsoever which can in the opinion of the Company be advantageously carried on by the company in connection with or as ancillary to the general business of the company;

(d) To purchase or take in exchange or on lease any lands, docks or buildings in the Dominion of Canada or elsewhere or any leases, rights or other interest therein and to erect any buildings, warehouses, wharves, docks or machinery on or to cultivate or otherwise utilize any lands for the time being belonging to the Company;

(e) To establish aerodromes, depots, sheds or stations for the storage or reception of aeroplanes, balloons, airships and fly-

ing machines, and to use and conduct experiments in connection with, and to promote race meetings, speed and trial tests for and aeronautical and other exhibitions of aeroplanes, balloons, airships, flying machines and motors and to offer for competition and distribute prizes in connection therewith, or for any other purpose likely to tend to the advancement of the science and practice of aviation, aerostation and aeronautics, and to finance inventors and others for the purpose of enabling them to test or perfect their inventions;

(f) To establish, maintain and conduct or to assist in the establishment, maintenance and conduct of any school, club, association or society formed for the purpose of advancing the study and practice of aviation, aerostation and aeronautics.

AMUSEMENT COMPANY.

(a) To carry on generally the business of furnishing amusement to the public; to carry on the business of hippodrome, circus, racecourse, amusement park, theatre, exhibitions and performances of all kinds, in all its branches and in particular to lay out and prepare any lands or emplacements for the running of horse, automobile, motorcycle, bicycle, aeroplane and all kinds of races, and for the drilling or reviewing of troops, and for any kind of athletic sports and games, including boxing, wrestling, baseball, cricket, curling, lawn-tennis, polo, lacrosse or any other kind of amusement, recreation, sport and entertainment; to construct grand or other stands, arenas, booths, stabling for horses, paddocks, garages, hangars, sheds, refreshment rooms and other erections, buildings and conveniences whether of a permanent or temporary nature which may seem directly or indirectly conducive to the Company's objects;

(b) To conduct, hold and promote race meetings and athletic sports, matches of all kinds, agricultural, horse, automobile, aeroplane, experimental farm, manufacturers, industrial, flower and other shows, exhibitions and expositions and otherwise utilize the Company's property, rights and assets, and to give and contribute towards prizes, cups, stakes and other rewards;

(c) To acquire by purchase or otherwise, build, erect, maintain and provide halls, theatres, hippodromes, booths, enclo-

tures, parks, grounds, arenas, landing places for airships and other suitable erections, buildings and places, and to use these, and to permit the same or any part thereof to be used on such terms as the Company shall think fit, for any purposes, public or private, and in particular for public, political and other gatherings and meetings, exhibitions, concerts, lectures, dinners, picnics, theatrical, vaudeville, music hall, boxing, acrobatic, artistic, musical, dancing, roller and ice skating and other performances, entertainments and shows, and for reading, writing and newspaper rooms, libraries, baths, dressing rooms and shops;

(d) To provide, engage, and employ actors, dancers, singers, acrobats, variety performers, athletes, theatrical and musical artists, and to charge entrance and other fees to the public for said exhibitions, shows, entertainments, meetings, and for any of the activities and businesses of the Company;

(e) To establish any clubs, hotels or other conveniences in connection with the Company's property and business, and to carry on the business of hotel, cafe, restaurant, soda fountain and tavern keepers.

ANTISEPTICS.

To manufacture, buy, sell, let, lease, exchange and deal in germicides, disinfectants, antiseptics, insecticides, vermicides and fungicides, and all other articles and products of similar nature or used for a similar purpose; also, in all kinds of paper and paper articles and products, both for sanitary and for all other purposes for which any kind of paper may now or hereafter be used or useful; also in drugs, proprietary or otherwise, chemicals, druggists' supplies and sundries and the by-products thereof, and generally to carry on the business of a manufacturer of and dealer in the said articles and those of a like nature, and all articles entering into the manufacture or composition thereof; also in soaps of any nature and kind whatsoever, oils, perfumes, glycerine, wool and machinery oils, and any and all by-products of tallow, grease, oils and soaps, and all kinds of caustic, carbonate and bicarbonate, alkalies and the like, and any and all materials used in the manufacture of any or all of the said articles; also in all kinds and descriptions of articles used as sanitary specialties or for sanitary or like purposes, or such as

may be useful for or conducive to the production of sanitary conditions, including therein, but not otherwise limiting the general effect thereof, all kinds of disinfecting and sanitary devices, articles and equipment, and all kinds of cleaning or cleansing supplies, materials, utensils, agencies and the like.

ASBESTOS.

(a) To carry on business as miners, manufacturers, merchants and dealers in asbestos and all kinds of minerals, metals and metallic substances and all products and by-products of the same, and to manufacture, buy, sell, lease, operate and deal in and with all kinds of property, machinery, tools, implements and mechanical devices and contrivances of every name and nature whatsoever which may be deemed necessary or useful for the said purposes and in general to purchase, manufacture or otherwise acquire, own, hold, deal in, sell, assign, transfer or otherwise dispose of all kinds of goods, wares and merchandise in any way appertaining or incidental to the said business; to carry on the business of manufacturers of and dealers in all kinds of appliances, devices, findings, tools, mechanisms, accessories, processes and things which may be useful in connection with the manufacture of any of the above-mentioned articles, and to mine, work for, manufacture and prepare for sale in any manner and by any process any mineral, or metallic, or chemical or other products, and to trade in the same.

AUTOMOBILES.

(a) To manufacture, buy, sell and deal in automobiles, trucks, tractors, farm machinery and implements, cars, boats, flying machines and other vehicles, their parts and accessories and kindred articles.

AUTOMOBILES AND ACCESSORIES.

(a) To manufacture, buy, sell, import, export, exchange and generally deal in all kinds of automobiles, motors, engines, machines, carburetors, accessories, parts, and all kinds of ma-

chinery, implements, utensils, apparatus, lubricants, cements, solutions, and appliances, whether incidental to the construction of motor cars or otherwise, and all things capable of being used therewith, or the manufacture, maintenance and working thereof respectively;

(b) To construct, improve, maintain, work, manage and control any track or surface adapted for the use of automobiles, motors, engines and machines, and to contribute to or otherwise assist in the construction, improvement, maintenance, working, management, carrying-out or control of any such track or surface;

(c) To manufacture, buy, sell, import, export and generally deal in rubber, and articles and goods of all kinds of which rubber is a component part, together with the various materials which enter into the manufacture of such articles and goods;

(d) To manufacture, buy, sell, lease or otherwise acquire and deal in fuel-saving, mechanical and electrical apparatus and devices;

(e) To repair, reconstruct and otherwise deal with automobiles, motor vehicles and any appliances in connection therewith;

(f) To establish depots and agencies and to promote trial tests for motors and appliances in connection therewith, including carburetors and fuel-saving devices, and to offer for competition and distribution, prizes in connection therewith.

ATHLETIC CLUB.

(1) To provide an athletic ground at or near _____, in the county of _____, to lay out and prepare such ground for athletic sport and other purposes of the Company, and to provide pavilions, lavatories, refreshment rooms and other conveniences in connection therewith, and with a view thereto to enter into (or adopt) an agreement, etc.

(2) To promote the games of lacrosse, baseball, football and other athletic sports and pastimes.

(3) To hold or arrange lacrosse and other matches and competitions, and offer and grant, or contribute towards the provision of prizes, awards and distinctions.

(4) To subscribe to, become a member of, and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of this Company.

(5) To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by persons frequenting the Company's grounds.

(6) To purchase, take or lease, or otherwise acquire any lands, buildings, easements, or property, real and personal, which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Company.

(7) To raise money by subscriptions, and to grant any rights and privileges to subscribers.

BAKERS.

(a) To carry on the business of wholesale and retail bakers, confectioners and biscuit manufacturers; to deal in all kinds and description of cooked foods, and also in any products required with the same, with power to make and manufacture bread, biscuits, cakes and the like, and to buy and sell the same.

(b) To manufacture, purchase and sell merchandise of all kinds which may be required by bakers or confectioners, and generally to manufacture, purchase, sell or otherwise dispose of goods, wares and merchandise of all kinds and description.

BEVERAGES.

(a) To manufacture, sell and deal in all kinds of beverages either aerated or still, alcoholic or otherwise, as well as gases, extracts, fruit syrups, pickles, catsup, preserves, and all kinds of similar chemicals, syrups and condiments, and also stands, boxes, bottles and all other containers and accessories.

To buy, sell, exchange and otherwise deal in goods, wares, and merchandise of every kind and description, and to establish, operate, and conduct shops or depots for the sale of all goods and merchandise dealt in by the Company.

BONDS and Shares.

(a) To underwrite, subscribe for, purchase or otherwise acquire and hold, either as principal or agent, and absolutely as owner or by way of collateral security or otherwise, and to sell, exchange, transfer, assign or otherwise dispose of or deal in the bonds or debentures, stocks, shares or other securities of any government or municipal or school corporation, or of any chartered bank, or of any other duly incorporated company or companies; to conduct a general real estate brokerage and agency business, and in so doing to buy and sell as well on its own behalf as on behalf of others;

(b) To assist in the promotion, organization, development or management of any corporation or company, and to raise and assist in raising money for and to aid by way of bonus, loan, promise, endorsement, guarantee of bonds, debentures or other securities, or otherwise, any other company or corporation, and to offer for public subscription any shares, stocks, bonds, debentures, or other securities of any other company or corporation.

BRASS and Metals.

(a) To manufacture, produce and otherwise prepare, to buy or otherwise acquire, store, transport, dispose of and deal generally in (1) babbitt, brass, steel and their compound or any other metals, and all articles and things used in the manufacture and working thereof, and any and all merchandise and commodities of whatsoever nature and character; (2) and all materials, machinery, appliances, products and supplies proper or adapted to be used in or in connection with or incidental to the manufacture, preparation or production of any of the articles, merchandise and commodities aforesaid, and also any and all commodities and things which result from or are by-products of the manufacture, production or preparation of which any of the said articles may be a factor, or an ingredient, or of which the same may be a component part.

BREWERY.

(1) To acquire and take over as a going concern the business of brewers, and otherwise heretofore carried on under the firm name of " _____ and Company," at the _____, in the County of _____, and elsewhere, and all or any of the assets and liabilities of that firm in connection therewith.

(2) To carry on the business of brewers and maltsters in all its branches.

(3) To carry on any of the businesses of hop merchants and growers, malt factors, corn merchants, wine and spirit merchants and importers, and distillers, coopers and bottlers, bottle makers, bottle stopper makers, potters, manufacturers of and dealers in aerated and mineral waters, and other drinks, licensed victuallers, hotel keepers, restaurant keepers, lodging-house keepers, ice manufacturers and merchants, tobacconists, farmers, dairymen, yeast dealers, and grain sellers and dryers.

(4) To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above businesses or objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights for the time being.

BREWERS.

(a) To carry on the business of brewers and maltsters, and of importers, bottlers, distributors and dealers generally, in ales, beers, porters and similar articles including aerated and mineral waters and other beverages, as also in connection therewith, the businesses of custom house brokers, warehousemen, forwarders, carriers, carters and other like businesses, and to manufacture, buy, sell and generally deal in any wares, merchandise, articles or effects, directly or indirectly relating to any of the said businesses, including barrels, casks, bottles, corks, and all other like articles connected therewith.

CANNERS.

(a) To carry on business as a manufacturer of, shipper and dealer in all kinds of canned goods, condiments, pickles, jams, jellies, preserves, table delicacies, grocers' sundries and supplies and prepared meats or foods; to carry on business as a grower, shipper, exporter, importer and dealer in seeds, farm, garden and dairy produce, and all other food products, and in connection with the business of the Company, to establish stores, agencies, depots and other markets for the sale of the products of the Company; to carry on the business of warehousemen, including the operation of cold storage warehouses or plants;

(b) To manufacture and deal in cans, boxes, jars, containers, labels and canners' supplies.

CARTAGE.

(b) To carry on the business of omnibus, cab, dray, taxicab, motor bus, auto dray, motor truck or other private or public conveyances, livery and feed stable keepers, horse dealers and farmers, grazers and dealers in hay, oats, corn, straw and fodder of all kinds; to carry on all or any of the following businesses: general carriers, railway and forwarding agents, storage and warehousemen, transfer and express agents, and any other similar business; and to carry on the business of running motor omnibusses of all kinds and motor trucks at such places as the Company may see fit, and to acquire from any municipality or corporation any franchise or right to operate omnibusses, motor busses or vehicles which can or may be operated for carrying passengers or goods for hire;

(c) To buy and sell by wholesale and retail, exchange or otherwise deal in vehicles, motor cars, gasoline, steam and electric engines, motor trucks, taxicabs, motor busses, motor drays, carriages or other vehicles propelled by any power whatsoever, and to deal in gasoline and electrical power.

CEMENT.

To manufacture, sell and deal in Portland cement, and all kinds of natural and other cement, lime, limestone, calcined and other plasters and artificial stone; and to erect, or acquire by

purchase, lease or otherwise, manufactories, kilns and buildings; to establish and maintain and operate manufactories, kilns and buildings; to establish and maintain and operate manufactories, kilns, warehouses, agencies and depots for manufacturing and storing its cement and other products, and for their sale and distribution, and to transport, or cause the same to be transported, as articles of commerce, and to do any and all things incidental thereto, and necessary and proper to be done in connection with the business of trading and manufacturing as aforesaid.

CEMENT (Another Form).

(a) To carry on the business of manufacturers of and dealers and workers in cement and the by-products thereof, and artificial stone and other articles composed in whole or in part of Portland or other cement, or the by-products of the same, as also the business of coal miners, colliers and quarrymen;

(b) To search for, quarry, mine and make merchantable, manufacture, use, buy, sell and deal in stone, artificial stone, marl, shale, slate, clay, gravel, sand, lime, plasters, coal, coke, fuel and other minerals, metals and earths, Portland and other cements, and all articles composed of all or any of the same, in whole or in part, or of all or any of the by-products thereof, in whole or in part.

CHEMICALS.

(a) To manufacture, import, export, buy, sell and deal in goods, wares and merchandise of all kinds, and without limiting the generality of the foregoing, to manufacture, compound, refine, purchase and sell chemicals, dye stuffs, cements, minerals, superphosphates, soap, fertilizers, paints, varnishes, pigments, polishes, stains, oils, acids, alcohols, coal, coke, coal-tar, coal-tar products and derivatives, peat, peat products, rubber, rubber goods and products, medicines, pharmaceutical supplies, chemical and medicinal preparations, articles and compounds separately or in combination, and under all conditions, and at all stages of preparation and manufacture.

CLUB Without Share Capital (Ontario).

(a) To promote, organize, conduct and manage a golf, country and social Club, and to promote the welfare of the members thereof, with power to make and adopt a constitution and by-laws, rules and regulations for the admission, suspension and expulsion of its members, and for their government, and for the establishing of different classes of membership, and for the collection of fees and dues, for the election and appointment of its Directors and other officers, and to define their duties, and for the safekeeping and protection of its property and funds, and in general to regulate, manage and preserve its property and interests, and from time to time to alter, repeal, rescind or vary such constitution, by-laws, rules and regulations, or any of them;

(b) To carry on any other business of the same or a similar nature, which may seem to the Corporation capable of being conveniently carried on in connection with its business, or calculated, directly or indirectly, to enhance the value of or render profitable any of the Corporation's property or rights;

(c) To acquire or undertake the whole, or any part of the business, property and liabilities of any person or corporation carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of the Corporation;

(d) To take, or otherwise acquire and hold, shares in any other corporation having objects, altogether or in part, similar to those of the Corporation;

(e) To enter into any arrangements with any authorities, municipal, local or otherwise, that may seem conducive to the Corporation's objects, or any of them, and to obtain from any such authority any rights, privileges and concessions which the Corporation may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(f) To purchase, take on lease, or in exchange, hire or otherwise acquire, any real or personal property, or any rights or privileges, which the Corporation may think necessary or convenient for the purposes of its business;

(g) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;

(h) To sell or dispose of the undertaking of the Corporation or any part thereof, for such consideration as the Corporation may think fit, and in particular for shares, debentures or securities of any other corporation, having objects altogether, or in part, similar to those of the Corporation;

(j) To do all or any of the above things as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction with others, and

(k) To do all such other things as are incidental or conducive to the attainment of the above objects.

With power for the Directors, from time to time, to make by-laws not contrary to law, or to the Letters Patent of the Corporation, or to the Ontario Companies Act, as follows:—

(a) To establish different classes of membership, and to regulate the admission of members, the requirements of membership, the cessation thereof, and the expulsion and suspension therefrom, or forfeiture thereof;

(b) Providing for fees and dues, and the collection thereof;

(c) The term of service, manner of selection and qualification of Directors, and prescribing the powers exercisable by the Directors, but no by-law varying, diminishing or increasing the powers of Directors shall be acted upon or have any force or effect till confirmed at a meeting of the members;

(d) The time at which, and place where, meetings of the Directors and of the Corporation shall be held, the calling of meetings of the Directors, and of the Corporation, the requirements as to proxies and the procedure in all things at such meetings;

(e) The imposition and recovery of all penalties and forfeitures, admitting of regulation by by-laws;

(f) The appointment of Committees to manage the affairs of the Corporation, and to pass, adopt and enforce rules and regulations therefor;

(g) The conduct in all other particulars of the affairs of the Corporation, and may from time to time repeal, amend or re-enact the same, but every such by-law and every repeal, amendment or re-enactment thereof, unless in the meantime confirmed at a general meeting of the Corporation duly called for that pur-

pose, shall only have force until the next annual meeting of the Corporation, and in default of confirmation thereat, shall at and from that time only cease to have force, and in that case, no new by-law to the same or the like effect or re-enactment thereof shall have any force until confirmed at a general meeting of the Corporation;

Provided, however, that the Corporation shall have power either at a general meeting called as aforesaid or at the annual meeting of the Corporation to repeal, amend, vary or otherwise deal with any by-laws which have been passed by the Directors, but no act done or right acquired under any by-law shall be prejudicially affected by any such repeal, amendment, variation or other dealing.

CLUB Without Share Capital (Ontario Act). ANOTHER FORM.

To establish, maintain and conduct a club for the accommodation of its members and their friends, and to provide a club house and other conveniences, and generally to afford to members and their friends all the usual privileges, advantages, conveniences and accommodation of a club, and to promote friendly and social intercourse among its members.

Provisions for memorandum of agreement partially excluding Form 4.

(1) The subscribers to the Memorandum of Agreement of the Corporation shall be the first members and the Corporation shall consist of the subscribers, and of those who shall be hereafter duly elected as members of the Corporation, in accordance with the by-laws and regulations from time to time in force; (2) The interest of a member in the Corporation shall not be transferable, and shall lapse and cease to exist when such member shall cease to be a member of the Corporation, by death, resignation or otherwise, in accordance with the by-laws and regulations from time to time in force; (3) The Directors of the Corporation shall be called its governors, and shall constitute the Committee of Management of the Corporation, together with two other Governors, one of whom is to be Vice-President, to be chosen by the Board of Governors, and (4) By-laws and regulations for the management and control of

the Corporation, and governing the election of the Committee of Management from time to time, and the conditions of membership of the Corporation shall be established, subject to amendment as therein provided, at a general meeting to be held not more than two months after incorporation, at such time and place as the Directors may determine, and such by-laws, regulations and amendments shall replace those set out in Form 4, in the schedule to the Ontario Companies Act, save that in any matters covered by such Form 4, and not dealt with in the Company's by-laws, regulations and amendments, the provisions of said Form 4 shall apply and be in force.

CLUB HOUSE (to Provide and Maintain).

To provide a club house and other conveniences for the use of the members of Club (whether the name of such club remains the same or may hereafter be changed), and of any club that may be established in succession thereto, and to furnish and maintain the same, and to permit the same to be used by members of the said Club and their guests, either gratuitously or upon such terms as may from time to time be agreed upon, and if thought fit to maintain and conduct a club and promote social and friendly intercourse among its members, or to manage the affairs of the Club, or any of them, and generally to do whatever may seem best calculated to promote the interests of the Club, and in particular to lend money to or subsidize the Club, guarantee its debts, purchase any or all of its assets, and assume and pay any of its liabilities.

COAL, Iron and Steel.

(a) To carry on the trades or businesses of iron masters, steel makers, steel converters, colliery proprietors, coke manufacturers, miners, smelters, engineers, tin-plate makers, and iron founders, in all their respective branches.

(b) To search for, get, work, raise, make merchantable, sell and deal in iron, coal, ironstone, brick-earth, bricks, and other metals, minerals and substances and to manufacture and sell patent fuel.

(c) To carry on business as manufacturers of chemicals and fertilizers, distillers, dye makers, gas makers, metallurgists, and mechanical engineers, and to carry on, etc.

COAL, Iron and Steel (Another Form).

(a) To carry on mining of all kinds; manufacturing of all kinds; transportation of goods, merchandise or passengers, upon land or water; building houses, structures, vessels, ships, boats, railroads, engines, cars or other equipment, wharves or docks; to operate steamship lines, vessel lines, or other lines for transportation; the purchase, improvement or sale of lands.

(b) To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise, and property of every class and description.

(c) To acquire and undertake all or any part of the business, assets and liabilities of any person, firm, association or corporation.

(d) To apply for, purchase, or otherwise acquire, and to hold, own, use, operate and to sell, assign, or to otherwise dispose of, to grant licenses in respect of or otherwise turn to account any and all inventions, improvements and processes used in connection with, or secured under Letters Patent of Canada or any other country.

COAL DEALERS.

(a) To buy, manufacture, sell and deal in coal, coke, peat, wood and all kinds of fuel;

(b) To acquire by purchase, lease or otherwise, coal mines and other fuel deposits, develop and operate the same, lease, sell or otherwise dispose of them, or any of them, and the products thereof;

(c) To act as agent for fuel dealers and sell all kinds of fuel for them on commission or other such remuneration as may be agreed upon;

(d) To store and otherwise keep coal, coke, wood and all kinds of fuel for remuneration;

(e) To construct, buy, lease and otherwise acquire railways and other means of transportation to and from any place where any of the Company's operations are carried on, and operate the same in connection with its own business upon lands owned or controlled by the Company.

ANOTHER FORM.

(a) To carry on the trades or businesses of merchants of coal and other minerals, colliery proprietors and miners in all their respective branches.

COAL AND WOOD.

(a) To carry on the business of a wholesale and retail merchant, importer, exporter and dealer generally in coal, coke, peat, oil, wood and fuel of all kinds, and of a timber and lumber merchant and manufacturer, and in connection therewith: (1) to search for, get, work, mine, quarry, raise, prepare for sale, refine and make merchantable by any process coal, oil, coke, shale, peat and all other like minerals and substances, and to manufacture patent fuel; (2) to cut, saw, mill and prepare for market, timber, lumber, logs, firewood, ties, shingles, piling, telegraph and telephone poles, fence posts, wood, pulp wood, and all other products of the forest.

COLLEGE OR SCHOOL.

(a) To establish and carry on at _____, a school (or college), where students may obtain, on moderate terms, a classical, mathematical and general education.

(b) To provide for the delivery and holding of lectures, exhibitions, public meetings, classes and conferences calculated directly or indirectly to advance the cause of education, whether general, professional or technical.

COMMISSION MERCHANTS.

(a) To buy, sell and otherwise dispose of, hold, own, manufacture, produce, export and import and deal in, either as principal or agent, and upon commission, consignment or otherwise, goods, wares, products and merchandise of any kind and nature whatsoever and to do a general commission merchants' merchandise brokerage, selling agents' and factors' business in goods, wares and merchandise dealt in by the Company.

CONDENSED MILK.

(a) To carry on the business of evaporating and aerating liquids and other substances, purifying the same by the use of ozone, oxygen and other gases, and by other means; disintegrating casein and other substances by the use of electricity, and in other ways; crystallizing salt and other substances; improving, purifying and preserving liquids and other substances; separating solids from liquids, and to carry on the business of chemists, druggists, chemical manufacturers and analysts; to carry on business as dealers in, manufacturers and producers of condensed, preserved and evaporated milk, and other forms of manufactured milk; to produce, purchase and sell fresh milk and all the products of milk; to manufacture, purchase and sell all food products; to raise, purchase and sell all garden, farm and dairy products; to raise, purchase, sell and otherwise deal in cattle and other live stock;

(b) To manufacture, buy, sell, exchange, alter and otherwise deal in all kinds of plant, machinery, tools, implements, utensils, apparatus, substances, materials and all other articles and appliances used in connection with all or any of the purposes aforesaid, or usually dealt in by persons engaged in the like, or which may be usual in applying any of the inventions or processes controlled by the Company.

CONFECTIONERS.

(a) To import, export, manufacture, buy, sell and deal in goods, wares and merchandise, and without limiting the generality of the foregoing, the same shall be deemed to include con-

fectionery, biscuits, candy, and all goods of which sugar or flour forms a part; and to act as agents for the purchase or sale of any such goods, wares and merchandise.

CONTRACTORS AND BUILDERS.

(a) To carry on business as contractors, builders, roofers, importers, dealers in and manufacturers of concrete, cement, asphalt, sheet metal, roof preparations and other materials which can be used directly or indirectly by contractors, builders or roofers, with power to act as agents for other persons or corporations carrying on a similar business, and also to carry on any other business of a like nature, or incidental to the foregoing.

COTTON AND TEXTILES.

(a) To trade, deal in and carry on the business of manufacturing cotton, wool, worsted, and other fibrous substances; to treat, manufacture and prepare for market all products and by-products thereof, either in the prepared, manufactured or raw state, and to buy, sell, deal and trade in the same, and to carry on all or any of the following businesses: linen, cotton, flax, silk, and hemp spinners, yarn merchants, bleachers and dyers, makers and users of bleaching and dyeing material, and to produce, comb, prepare, spin, dye and deal in cotton, flax, hemp, wool, worsted, silk, and other fibrous substances, and to spin or weave the same, and to knit, spin or weave and deal in wool, cotton, worsted, silk, linen, and all other textile goods and fabrics.

CYCLE MANUFACTURERS.

(1) To acquire and take over as a going concern, the undertaking of the _____ Company, Limited (incorporated under the laws of _____), and all or any of the assets and liabilities of that Company.

(2) To carry on the business of the manufacturers of cycles, bicycles, tricycles, motor-cycles and any mechanical means of conveyance, and of all articles and things used in the manufacture, maintenance and working thereof, and also all apparatus and implements and things for use in sports or games.

(3) To carry on the business of mechanical engineers, machinists, fitters, millwrights, founders, wire drawers, tube makers, metallurgists, saddlers, galvanizers, japanners, annealers, enamellers, electro platers, painters and packing-case makers.

(4) To buy, sell, repair, alter and deal in apparatus, machinery, materials and articles of all kinds which shall be capable of being used for the purposes of any business herein mentioned or likely to be required by customers of any such business.

DEPARTMENTAL STORE.

(a) To carry on the business of a wholesale, retail and departmental store, and to carry on generally the business of a merchant; to carry on all or any of the businesses of dry goods merchants, dry goods manufacturers, furriers, clothiers, haberdashers, hosiers, manufacturers, exporters and importers, wholesale and retail dealers of and in all kinds of fabrics, leathers, dresses, boot and shoe makers; manufacturers and importers and wholesale and retail dealers of and in leather goods, household furniture, ironmongery, china and glassware, crockery and other household fittings and utensils, ornaments, bric-a-brac, stationery, notions and fancy goods, dealers in meats and provisions, drugs, chemicals and other articles and commodities of personal and household use and consumption; and generally of, and in all manufactured goods, materials, provisions and produce and personal property; to carry on any of the businesses of coach and carriage builders, saddlers, harnessmakers, house decorators, sanitary engineers, electrical engineers and contractors, in all of the branches thereof, gasfitters, coal and wood dealers, land, estate and house agents, builders, contractors, auctioneers, cabinetmakers, upholsterers, furniture removers, owners of depositories, warehousemen, carriers, storekeepers, manufacturers, and dealers in hardware, jewelry, plated goods, perfumery, soap, toilet articles of all kinds, and articles required for ornament, recreation or amusement, gold and silversmiths.

dealers in precious stones, watchmakers, newspaper proprietors, booksellers, dealers in musical instruments, manufacturers of, and dealers in bicycles, tricycles and motor cars and vehicles and sporting goods of all kinds; and also refreshment contractors, restaurant keepers, wine and liquor dealers, tobacconists, and dealers in mineral, aerated water and other liquids; barbers and hairdressers, photographers and dealers in photographic supplies and optical goods; printers, lithographers and engravers; dealers in domestic, trained and fancy animals; to manufacture, buy, sell and deal in bread, cakes, pies, biscuits, crackers, confectionery and all other products, also baking powders and all substances and ingredients generally used in the making of baking powders;

(c) To buy, sell, manufacture, repair, alter and exchange, let or hire, import or export, and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses, or commonly supplied or dealt in by persons engaged in any such business, or which may seem capable of being profitably dealt with in connection with any of the said businesses;

(d) To provide and conduct refreshment rooms, newspaper rooms, reading and writing rooms, dressing rooms, telephones and other conveniences for the use of customers and others;

(e) To conduct and to hold amusements for the enjoyment of its customers and others, including moving pictures, theatrical, musical and similar shows;

(f) To purchase, erect, construct and operate mills, factories, buildings, warehouses, machinery and plants for the purposes of the said business, and to act as agent for manufacturers and dealers in one of the materials and goods herein mentioned, or of a similar nature;

(g) To receive from its customers or intended customers deposits of money to be applied to the account of such persons, in view of future purchases, and to pay interest on such deposits at the rate and on the conditions found advisable.

(h) To grant to other persons or corporations the right or privilege to carry on any kind of business on the premises of the Company on such terms as the Company shall deem expedient or proper.

DISTILLERS.

To manufacture, buy, sell, deal in, distribute, store, warehouse and export whiskey of all kinds, high wines, alcohol, spirits and gins of all kinds, and all kinds of distillery products and by-products thereof; to carry on the general business of distilling, redistilling and rectifying high wines, spirits and alcohol, and of compounding and blending of gins and whiskies of all kinds; to manufacture, buy, sell, deal in, store, warehouse, distribute and export grain, molasses and all articles used in connection with the operation of a distillery, and to manufacture, buy, sell, deal in, distribute, store, warehouse and export all products or by-products of such articles, to do a general warehouse and storage business; to do a general cooperage business; to feed cattle; to carry or transport, or cause to be carried or transported, any of the property above referred to.

DRUGGISTS' SUPPLIES.

(a) To produce, manufacture, purchase, sell, import, export or otherwise acquire, deal in and deal with, utilize and dispose of, either as wholesale or retail, drugs and medicines of all kinds, physicians', hospital and sick room supplies, soaps, perfumes, toilet articles and fancy goods, snuff, leaf tobacco, cigars, cheroots, cigarettes, and all other forms of tobacco, proprietary articles and druggists' sundries, petroleum and all other mineral, animal or vegetable oils; paints, pigments, shellacs and varnishes; chemicals of every character; chemical, electrical, surgical and scientific apparatus and equipment; rubber, rubber goods and all articles containing rubber in any form; crockery, china, pottery, glassware, metalware and hardware, paper, bagging, bags, boxes, cases, cans, jars and other receptacles and materials from which the same are or may be made and their ingredients.

DRY GOODS.

(a) To carry on business as importers, exporters, manufacturers, wholesale merchants and dealers in furs, hats and caps, clothing, dry goods, tailors' trimmings and textile fabrics of all kinds; to carry on business as manufacturers of furs,

tailors, drapers, hatters, glovers, manufacturers, wholesale and retail importers and exporters of textile fabrics of all kinds and description, trimmings for ladies' and gentlemen's garments; to act as agents, commission merchants or representatives for the purposes of such business.

DYERS.

(a) To carry on and engage in the business of dyers and bleachers, and of manufacturers of goods, fabrics, braids, and cloth and vegetable fabrics of every sort and description, and without limiting the generality of the foregoing, to manufacture, create, construct, convert, repair, store, rent, let for hire, import, export, use, operate, buy, sell, exchange or otherwise acquire, hold or dispose of, traffic, deal and trade in and with dyes, bleaches, chemicals, fabrics, cloths, hats, straw and other vegetable fabrics, straw material, and also all kinds of machinery, tools, plant, apparatus, instruments, implements, utensils, appliances, equipment and supplies and all raw materials and other things used in and for the manufacture, construction, creation or conversion of all the foregoing and accessories thereof, and all products and by-products thereof; to act as and carry on the business of chemical, mechanical, electrical, civil, designing, consulting, appraising and contracting engineers, and of manufacturing agents, and to carry on the business of general contractors and to enter into contracts for, construct, execute, own and carry on all descriptions of works and to carry on for the purposes aforesaid the business of a general construction company and contractors for the construction of public and private works;

(b) To acquire, erect, maintain, operate and manage warehouses, storehouses and similar plant.

DYEING and Cleaning.

(a) To dye, clean, embellish, renovate and repair all kinds of cloth, fabrics, goods, materials and articles and carry on the business of general dyeing and cleaning;

(b) To wash, iron, mangle and press all kinds of wearing material, household furnishings and other articles, and carry on a general laundry business;

(c) To store all kinds of movable property for remuneration, and guarantee the return thereof or payment of the value.

ELECTRIC COMPANY.

(a) To carry on the business of electricians, mechanical engineers, manufacturers, workers and dealers in engines, dynamos, generators, batteries, storage batteries, switch boards, electric lighting plants, electric power plants, electric appliances and accessories of every description; electricity, motive power and light, and any business in which the application of electricity or any power, light or otherwise is or may be useful, convenient or ornamental, or any other business of a like nature; to manufacture and produce, and either as principals or agents, trade and deal in and with any article belonging to any such business and appliances, apparatus and things in connection therewith, or any inventions or patents for the production or accumulation of electricity and electric motive force or other agency similar or otherwise, and to apply the same for the production of electric light or power, and to light streets, places and buildings public and private by means of electricity or otherwise, or to enable the same to be lighted; construct, maintain and operate, manufacture and apply electricity and any such articles, appliances and accessories; to carry on the business of suppliers of light and power; to use, manufacture, operate and equip all electric apparatus now known and that may hereafter be invented; to acquire by purchase or otherwise and to obtain, accept and use all permits and franchises, municipal and otherwise; to enter into such contracts and make such arrangements as may be necessary to carry out the above, and to deal in goods, chattels, wares and merchandise of every description.

ELECTRIC LIGHT.

To produce, manufacture, accumulate, distribute or otherwise dispose of or deal with electricity, natural or artificial gas or other means of producing power or force for the purpose of light, heat or power subject to local and municipal regulations in that behalf; to manufacture and produce and, either as principals or agents, trade and deal in any articles belonging to such business and all apparatus, appliances and things used in connection therewith, or with any inventions, patents or privileges

for the time being belonging to the company; to make experiments in, and public exhibitions of, electric force and lighting, and electrical machinery and appliances; to light streets, public places, public or private buildings, factories, mines, ships, lighthouses, railways, tramways and other places or things, by means of electricity or natural or artificial gas, or to enable the same so to be lighted.

ELECTRICAL APPARATUS.

(a) To manufacture, buy, sell, lease, let or operate any and all apparatus or machinery for the manufacture, generation, storage, accumulation, transmission or distribution of any or all types of electric current and any or all manner of electric machinery, apparatus, appliances or supplies of any nature or kind whatsoever;

(b) To manufacture, use and sell electrical apparatus and machinery; to dispose of rights for the sale of such apparatus and machinery on royalties, and to buy and sell merchandise of all kinds at wholesale and retail.

ENAMELLED and Stamped Ware.

To carry on the business of mining, smelting, casting, forging, rolling, tinning, galvanizing, enamelling, coating and plating of metals, and of manufacturing, buying, selling, dealing in and contracting for the manufacture, sale, purchase, and exchange of sheet metal and of articles made wholly or partly therefrom, enamelled wares on sheet and other metals; kitchen and household wares and ornaments made from and upon metal of any and every kind; household furniture and furnishings, consisting of enamelled, stamped, galvanized and other wares on iron, steel, tin or any other metal or substance, and all articles made of or upon metal or other substance, including crockery, china, pottery and glassware, and to mine, manufacture, sell, buy and generally deal in all materials used in the manufacture of any of the above-described wares, or in any business similar thereto or connected therewith.

ENGINEERS and Architects.

(a) To carry on the business of structural, civil and mechanical engineers, architects, quantity surveyors and specialists in ferro-concrete and reinforced concrete construction in all or any of their respective branches;

(b) To carry on the businesses of general contractors for the construction and equipment of public and private works and buildings; and of electrical, mechanical, hydraulic and civil engineers and contractors, and any business in which the application of electricity or any other power is or may be useful or convenient;

(c) To construct, execute, carry out, equip, improve, work, develop, administer, manage or control public and private works and conveniences of all kinds, which expression (the generality of which is not to be limited in any way by the following), includes tramways, docks, harbours, piers, wharves, canals, reservoirs, embankments, irrigations, reclamation, improvement, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works, and hotels, warehouses, markets and public buildings, and all other works or conveniences of public utility.

ENGINEERING WORKS.

(a) To carry on the business of mechanical engineers and dealers in and manufacturers of plants, engines and other machinery, toolmakers, brass founders, metal workers, boiler makers, mill wrights, machinists, iron and steel converters, smiths, steam and gas fitters, wood-workers, builders, painters, metallurgists, electrical, civil and water supply engineers, gas makers, carriers and merchants; to buy, sell, manufacture, repair, convert, alter, let or hire and deal in machinery, implements, rolling stock and hardware of all kinds.

ENGINES and Machinery.

To manufacture, repair, acquire, buy, sell, exchange, set up, equip and deal in engines, machinery, tools and implements of all kinds; and to acquire, buy, sell, exchange and deal in all

materials, metals and articles used in the manufacture and repair of engines, machinery, tools and implements, or in any way in connection with engines, machinery, tools and implements.

EXPLORATION and Development.

(a) To carry on the business of an exploration, natural resources, development and colonization company, and without limiting the generality of the foregoing to carry on the fur trade and the manufacture of all articles in connection therewith, and generally all business operations of purchase, selling, either by auction or otherwise, exchange, barter as principals or commission agents, and of exportation and of all other commercial, industrial, financial and real estate transactions directly or indirectly connected with such trade in Canada and in other countries, including the breeding of all fur bearing animals; to conduct, carry on and engage in a general fish and sea foods of all kinds, trading, commission and export business; to conduct, carry on and engage in the business of raising, catching, buying, selling, holding, freezing, packing, salting, canning, curing, drying and preserving fish and other sea foods; to conduct, carry on and engage in the traffic or business of manufacturers, dealers and traders (wholesale or retail, or on commission) in fish oil, fish manures and other fish products, and every other class, kind and description of goods or products;

(b) To purchase, rent, sell, lease, establish, construct, maintain, regulate, operate posts or agencies in any place suitable for the operating and carrying out of the business and affairs of the Company, and to undertake agencies for other persons, partnerships or companies.

EXPLOSIVES.

(a) To manufacture, buy, sell and deal in all kinds of explosives, chemicals, fertilizers, acids and alkalis of all kinds and whatever composition, and the various articles used in their manufacture, and all by-products thereof, and in all articles composed either wholly or in part of the same; and all materials, sub-

stances and things required for or incidental to the manufacture, preparation, adaptation, use, firing or working of explosives and chemicals, or the packing, storing, carrying or disposition thereof.

EXPORT and Import.

(a) To buy, sell and otherwise deal in goods, wares and merchandise of all kinds and descriptions whatsoever, and to carry on a general exporting and importing business;

(b) To manufacture or otherwise produce or deal in any of the goods, wares or merchandise referred to in the foregoing paragraph, together with all materials, raw or otherwise, which may be used in connection therewith or form component parts thereof, and to acquire, maintain and operate factories, mills or plant which may be required in connection therewith;

(c) To carry on business as factors and commission merchants;

(d) To carry on business as transfer and transportation agents, to charter steamships in whole or in part or to make such arrangements for transportation purposes upon any and all kinds of ships, boats or other means of transportation, whether by land or sea, as the Company may find advantageous or expedient for the purposes of its business.

ANOTHER FORM.

(a) To import, export, manufacture, buy, sell and deal in goods, wares, merchandise and natural products;

(b) To acquire by purchase, lease, hire or otherwise any rights or privileges which may be necessary or useful for the carrying on of the business of the Company.

FARM PRODUCTS.

To purchase, sell, manufacture, handle on commission and otherwise deal in, cheese, butter, flour, hog products, grain and generally all classes of farm products, factory supplies and all

manufactured articles, and to conduct a general warehousing and storage business, and in connection therewith to issue and deal with warehouse receipts, make and obtain advances thereon and generally to do all things which may be necessary or incidental to any of the foregoing classes of businesses.

FARM and Dairy Products.

To manufacture, sell and otherwise deal in condensed, preserved and evaporated milk, and all other forms of manufactured milk; to produce, purchase and sell fresh milk, and all the products of milk; to manufacture, purchase and sell all food products; to raise, purchase and sell all garden, farm and dairy products; to raise, purchase, sell and otherwise deal in cattle and all other live stock; to manufacture, lease, purchase and sell all machinery, tools, implements, apparatus and all other articles and appliances used in connection with all or any of the purposes aforesaid, or with selling and transporting the manufactured and other products of the Company; and to do any and all things connected with, or incidental to, the carrying on such business or any branch or part thereof.

FINANCIAL AGENTS.

(a) To act as agent for others in the investment of funds or the promotion of companies and undertakings, and to conduct the general business of a holding, investment, promoting and brokerage corporation and real estate agency;

(b) To manage, act as holding fiscal or financial agent or otherwise as agent for or on behalf of any company, the shares, debentures, bonds, securities or other property of which are held by this Company or respecting which this Company has given any guarantee or other undertaking or with which it has business dealings or relations.

FISH.

(a) To purchase and otherwise acquire, to pickle, salt, freeze, smoke, cure and otherwise treat, to pack and store, to sell and otherwise dispose of and deal in and with fish and all other products of the seas, rivers and lakes;

(b) To purchase, build, acquire and operate ships, boats and vessels of all kinds, and wharves, piers, flake yards, store-houses and all other kinds of buildings and structures.

FLAX.

(a) To manufacture, purchase and acquire in any manner, and to hold, own, sell, transfer, and in any manner dispose of and deal and trade in all kinds of goods, wares, merchandise and personal property of any and every class and description, and more particularly and without in any way restricting the generality of the foregoing to carry on all or any of the businesses following, namely: Growers, reapers, preparers and scutchers of and dealers in flax seed, flax, hemp, jute, sisal, ramie, straw fibre and other fibrous substances, and all by-products of the same, flax hacklers, cotton spinners, weavers and doublers, flax, hemp, jute and ramie spinners and weavers, linen, cotton and ramie manufacturers and merchants, flax, hemp, jute and wool merchants, wool combers, worsted stuff manufacturers, bleachers, finishers and dyers, and makers of vitriol, bleaching and dyeing materials, and to purchase, comb, prepare, spin, dye, and deal in flax, hemp, ramie, jute, wool, cotton, silk and other fibrous substances, and to weave or otherwise manufacture, buy and sell and deal in linen, cloth and other goods and fabrics, whether textiled, fiddled, netted or looped, as principals or agents or otherwise; to deal in and carry on the business of manufacturing linen and cotton and other fibrous substances; to treat, manufacture and prepare for market and deal in all the products and by-products thereof, either in the prepared, manufactured or raw state, and either wholesale or retail;

(b) To act as agents and brokers of all kinds of products dealt in by the Company, and all kinds of flax machinery whether used by the Company or not.

FLOUR.

To purchase and sell grain and cereals of every kind, and to manufacture, buy and sell flour and other food articles manufactured from grain or cereals, and to acquire by purchase, lease, or otherwise, and to own, sell, lease, mortgage, convey, improve

and operate factories and elevators, buildings and manufactories for the production and storage of all kinds of goods that may be produced from or in conjunction with grain or cereals of any kind; to buy, sell, trade and deal in the products of said manufactories, and in said grains or cereals in any state of their product.

FOODS.

(a) To manufacture, buy, sell and deal in foods, food preparations, candy, confectionery, medicines, medicinal preparations and chemical products;

(b) To conduct chemical, physical and biological analysis;

(c) To devise, plan, purchase and deal in methods, formulae and processes for medicinal and food preparations;

(d) To manufacture, devise, purchase and deal in apparatus and machinery for the preparation of chemical and food compounds;

(e) To manufacture and deal in scientific apparatus and devices.

FUEL DEALERS.

(b) To carry on the business of coal and coke merchants, dealers in all kinds of fuel, including petroleum, oils and gases, builders' and contractors' supplies and requisites of all kinds;

(c) To acquire, hold and dispose of any interest in lands, mills, factories, buildings and including the right to operate the same, coal and other mines, oils and gas wells and concessions, minerals, mining rights, wood and woodlands, timber and lumber lands and licenses;

(d) To own and operate, including the right to manufacture machinery, tools and appliances of all kinds capable of being used in connection with the objects and operations of the Company.

FURNACES, ETC.

(b) To carry on the business of manufacturers and dealers in furnaces, stoves, ranges, boilers, lavatories, baths, basins, hot water heaters, sinks, laundry and toilet wares, cisterns, tubes, pipes for water, gas, sanitation and drainage, sanitary apparatus and appliances, heating apparatus and appliances, plumbers' supplies, household implements and utensils, and all wares of iron, brass, tin, lead, zinc and other metal bronzed, electro-plated, galvanized, enamelled, annealed, japanned or otherwise prepared and finished; and also the business of machinists, water, gas and sanitary plumbers, galvanizers, enamellers, annealers, electro-platers and japanners, tile and terra cotta makers in all their or any of their branches; and to buy, sell and deal in all such articles and goods, or such other articles and goods as the Company may consider capable of being conveniently dealt in; and to manufacture and establish, equip, maintain and operate factories for manufacturing articles and goods for any or all of the said purposes;

(c) To construct, manufacture, lease, sell, purchase, deal in and operate, steel and iron brass and aluminum plants, foundries, gas generators, motors, electric plants, gas plants, poles, wires, pipe lines, machine shops, repair shops and accessories, blast furnaces, open hearth furnaces, Bessemer converters, side blow converters, electric furnaces, crucibles, and all accessories.

FURNITURE.

To manufacture, buy, sell and otherwise dispose of furniture, railway fixtures and appliances, mats, rugs, carpets and machinery, and any and all kinds of the same, and to sell and manufacture any and all goods or materials used therein, or any of them; to deal in rattans and all products thereof; to purchase, sell or control patents, and to acquire and own licenses under patents or patent rights, and to grant license or licenses to other person or persons, corporation or corporations, to manufacture and sell said patented articles or appliances or machinery under any or all patents or licenses which it may own or have any interest in or may hereafter acquire, and also to buy and sell patents or patent rights of any nature or kind, and to grant licenses thereunder,

and to do any and all other business which is lawful and not contrary to the statute laws of the ; and to establish agencies or branches in any and all places it may see fit, and do any and all lawful business incidental to or in any way connected with said purposes or any of them.

FRUIT and Vegetables.

(a) To carry on in Canada and elsewhere the business of wholesale and retail fruit and vegetable merchants, brokers, auctioneers, importers, exporters, producers, distributors, commission agents, and general traders;

(b) To import, export, produce, buy, sell, manufacture and deal in all kinds of canned, preserved, pickled and cured fruits and vegetables; grains, provisions, meats, fish, fowl and game, and extracts, syrups, jams, marmalades, essences, sauces, relishes, jellies, cider and cider vinegar, aerated or evaporated fruits; products of the field, farm and forest.

FUR TRADE.

(a) To carry on the fur trade and manufacture of all articles in connection therewith and generally all business operations of a commission agency or otherwise, commercial, industrial, financial, directly or indirectly connected with such trade in Canada or elsewhere.

GARAGE.

To keep, maintain, operate and manage garages, storehouses, storerooms, warehouses and other like places, for the safekeeping, cleaning, repairing and care generally, of automobiles and motor cars of all and every kind, description and class, and of all the accessories thereof and thereto of any and every kind and description, and to rent and lease and hire motor cars, trucks and automobiles of all kinds, carry and transport passengers and freight in same upon such terms and conditions as the Company may consider advisable.

GENERAL STORES.

(a) To carry on the business of importers and exporters and dealers generally in men's, women's and children's clothing, drygoods, boots and shoes, farm produce and general merchandise, and to own and operate general stores throughout Canada.

GRAIN COMPANY.

To carry on the business of growers of grain of all kinds, and to buy and sell grain, flour and all other agricultural products outright or on commission, as well for future delivery, as for present delivery, and to act as agents and brokers in the buying and selling of grain, flour or other produce, and to deal in the same and to charge a commission on the purchase and sale of grains or other products when acting as agents or brokers for the purchase or sale of the same.

To construct, acquire, operate, hire, lease, sell or otherwise dispose of elevators for storing wheat, grain or other products, flour mill, oatmeal mills, and all other mills of every nature and kind for the grinding, treatment or other preparation of grain or cereals of any kind, and to manufacture, buy and sell flour and other products manufactured from grain or cereals, and to carry on the business of milling and storing grains.

To acquire by purchase, lease or otherwise, and to sell, or otherwise dispose of, and to run and operate steamships, vessels and other craft, wagons, motor and other vehicles, and generally to carry on by water or land a transportation business.

GROCERIES.

(a) To carry on, in all branches, the business of importation, exportation, manufacture and preparation for the trade, of any groceries and alimentary products.

ANOTHER FORM.

(a) To carry on the wholesale and retail business of grocers, grain and provision merchants in all its branches, and also the business of importing and exporting said products;

(b) To purchase, import, export, prepare, manufacture and sell groceries, foodstuffs and other wares and merchandise connected with such business;

(c) To act as brokers, commercial and commission agents for the sale and purchase of such products.

HARDWARE.

(a) To manufacture, purchase, sell and deal in hardware;

(b) To manufacture, produce, adapt, prepare, lease, buy and to sell, otherwise dispose of or deal in, iron and steel products, machines, machinery and any articles in the manufacture or composition of which metal is a factor, and to carry on any other manufacturing or distributing business which can conveniently be carried on in conjunction with any of the Company's purposes or objects.

HIDES and Skins.

(a) To buy, sell and otherwise deal in hides and skins of all kinds and descriptions whatsoever, and generally in goods, wares and merchandise of all kinds;

(b) To carry on business as tanners, and to manufacture or otherwise produce or deal in any of the goods, wares and merchandise referred to in the foregoing paragraph, together with all materials, raw or otherwise, which may be used in connection therewith or form component parts thereof, and to acquire, maintain and operate factories, mills or plant which may be required in connection therewith;

(c) To carry on business as factors and commission merchants.

HOTEL.

To purchase, take or lease or otherwise acquire lands, or buildings in or elsewhere; to erect on such lands as aforesaid, or any of them, an hotel or hotels, cottages, and any other necessary buildings and works, and to use, convert, adapt and maintain all or any of such lands, buildings and premises, to and for the purposes of hotels and inns, with their usual and necessary adjuncts.

To fit up and furnish the same, and to carry on the business of hotel and inn-keepers, and livery stable keepers.

HOTEL (Another Form).

To carry on the business of hotel, restaurant, café, tavern, beer-house, refreshment room, and lodging-house keepers, licensed victuallers, wine, beer, and spirit merchants, brewers, maltsters, distillers, importers and manufacturers of aerated, mineral, and artificial waters and other drinks, purveyors, caterers for public amusements generally, coach, cab and carriage proprietors, livery stable keepers, farmers, dairymen, ice merchants, importers and brokers of food, live and dead stock, and domestic and foreign produce of all descriptions, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing-rooms, laundries, reading, writing and newspaper rooms, libraries, grounds, and places of amusement, recreation, sport, entertainment and instruction of all kinds, tobacco and cigar merchants, agents for railway and shipping companies and carriers, theatrical and opera box office proprietors, entrepreneurs and general agents, and any other business which can be conveniently carried on in connection therewith.

HOTELS.

(a) To carry on the business of hotel, restaurant, café, tavern, refreshment booth and lodging house keepers, licensed victuallers, wine, beer and spirit and tobacco merchants, importers and manufacturers of aerated, mineral and artificial waters

and other drinks, purveyors, caterers for public amusements generally, automobile, coach, cab and carriage proprietors, livery stable keepers, real estate agents, brokers, carriers and warehousemen, and

(b) To construct, erect and operate hotels, apartments and dwelling houses, shops, factories, works, machinery, residences, boarding houses, laundries and places of amusement.

INVESTMENT and Holding Company.

(a) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company wheresoever constituted or carrying on business and debentures, debenture stock, bonds, obligations and securities, issued or guaranteed by any government, commissioners, public body or authority, supreme, municipal, local or otherwise, whether in Canada or elsewhere;

(b) Notwithstanding the provisions of section 44 of the said Act, to acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities, by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof;

(c) To take part in the management, supervision or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any Directors, accountants or other experts or agents;

(d) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings, and generally of any assets, property or rights;

(e) To transact or carry on all kinds of financial agency business, and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money;

(f) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations or securities held by the Company;

(g) To purchase, lease, take in exchange or otherwise acquire lands or interests therein, together with any buildings or structures that may be on the said lands or any of them, and to sell, lease, exchange, or otherwise dispose of the whole or any portion of the lands, and all or any of the buildings or structures that are now, or may hereafter be erected thereon, and to take such security therefor as may be deemed necessary, and to erect buildings and deal in building material; to improve, alter and manage the said lands and buildings;

(h) To take or hold mortgages for any unpaid balance of the purchase money on any of the lands, buildings or structures so sold, and to sell or otherwise dispose of said mortgages; provided, however, that except as to taking and holding mortgages as aforesaid, nothing herein contained shall be deemed to empower the Company to make loans, whether for building purposes or not, upon lands not the property of the Company, or upon lands which, though once the property of the Company, have by any deed, conveyance, transfer or alienation, become the property of another;

(i) To guarantee and otherwise assist in the performance of contracts or mortgages of persons, firms or corporations with whom the Company may have dealings, and to assume and take over such mortgages or contracts on default;

(j) Generally for the purposes aforesaid to carry on business as financiers, and to undertake and carry out financial operations and transactions.

IMPORT and Export Business.

(a) To enter upon and undertake the importing and exporting of goods, wares and merchandise of every kind, character and description, to buy and sell such goods, and to do a general import and export business;

(b) To carry on a general mercantile business as importers and dealers in all kinds of goods, wares and merchandise, whether wholesale or retail, and by means of stores, warehouses,

shops or agencies in all such places as the Company may deem to be profitable and advantageous;

(c) To act as commission or commercial agents in respect of all kinds of natural imported or manufactured products of every nature and description, and to buy and sell all such products upon a commission, salary or other lawful consideration;

(d) To act and carry on business as brokers and agents generally for the buying and selling of merchantable commodities of every kind and description, and to make and enter into every and all kinds of lawful contracts in respect thereof;

(e) To procure, own, lease and operate mills and manufacturing establishments for the production of merchantable commodities and products of every kind and description, not prohibited by law or subject to special license or other restriction, and in respect of any such articles so restricted to procure, use and dispose of such license, permit, franchise or other authority for so doing, and by means of any good and lawful contract, and for any kind of consideration.

INSURANCE BROKERS.

(a) To carry on the business of insurance brokers, and to act as insurance agents, and to represent any and all companies, firms or individuals engaged in any branch of the said business, and to accept or pay any commissions or other remunerations for services rendered.

(b) To deal in, buy, sell, and contract for the supply of, and to supply all sorts of appliances and devices, machines and machinery with their accessories dealing with or appertaining to the prevention of fire;

(c) To act as agents or attorneys for the management of estates, the sale of property, the investment, handling, loan, payment, transmission and collection of moneys, rents, interests, dividends, mortgages, bonds, debentures and other securities, and the undertaking of investigations, valuations, sales, exchanges, leases, subdivisions and the like, and to carry on the business of general brokers and agents.

INSURANCE BROKERS (Another Form).

(a) To carry on the business of insurance brokers, agents, inspectors and adjusters in all their various branches, and to act as agents, representatives and managers of or for any companies, associations, clubs, or individuals engaged directly or indirectly in the business of fire, life, marine, sickness or accident insurance, or in the guarantee, fidelity, indemnity and bonding business.

INVESTMENT COMPANY.

(a) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company wheresoever constituted or carrying on business and debentures, debenture stock, bonds, obligations and securities, issued or guaranteed by any government, commissioners, public body or authority, supreme, municipal, local or otherwise, whether in Canada or elsewhere;

(b) Notwithstanding the provisions of section 44 of the said Act, to acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof;

(c) To take part in the management, supervision or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants or other experts or agents;

(d) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings, and generally of any assets, property or rights;

(e) To transact or carry on all kinds of financial agency business, and in particular in relation to the investment of money, the sale of property and the collection and receipt of money;

(f) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations or securities held by the Company.

IRON (Manufacturing).

To manufacture and deal in iron and steel and all other metals from the ore to the finished products thereof, and also to manufacture and deal in all goods, wares and merchandise in which iron or steel or any other metal is or may be used; to manufacture and deal in wire, shingle bands, wire products, and all wares of iron, brass, tin, lead, zinc or other metal, bronzed or electroplated, galvanized, enamelled, annealed, japanned or otherwise prepared and finished; and also the business of machinists, wire workers, galvanizers, enamellers, annealers, electro-platers and japanners in all or any of their branches, and to buy, sell or deal in all such articles and goods (or such other articles and goods as the Company may consider capable of being conveniently dealt in, in relation to their business); and to manufacture and to establish, equip, maintain and operate factories for manufacturing articles and goods for any or all of the above-mentioned objects; to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions and things capable or being used in connection with metallurgical and other operations which the Company may carry on or be interested in or required by workmen and others employed by the Company to acquire by purchase, lease or otherwise, and to own, hold, use, improve, manage, charge, lease, sell, dispose of and deal in lands, properties, rights, franchises, powers, assets or privileges in connection with the said business.

JEWELLERS.

(a) To carry on business as merchants dealing in all classes of merchandise usually carried in stock by jewellers, silversmiths, watchmakers, clockmakers as well as dealers in all material, tools, machinery, supplies, furniture, fixtures and equipment of and incidental to the said occupations;

(b) To manufacture the goods above referred to, parts thereof or materials contained therein;

(c) To act as agents for other dealers or manufacturers in any of the above-mentioned merchandise.

LAND COMPANY.

(a) To carry on the business of a land company, and in connection therewith to acquire, by purchase, lease, exchange, grant, concession or otherwise, and to hold, sub-divide, lay out in building lots, streets, lands, squares and otherwise to improve, develop, rent, sell, convey, exchange, lease and otherwise dispose of and generally deal in lands and real estate of all and every kind and description whether vacant, improved or otherwise, as also any right, title or interest therein, as also property of any other kind or description, including personal and movable property, and any rights and privileges that the Company may consider necessary for the purposes of its business, and in and upon such lands and real estate, or any part thereof to make, erect, construct, build, operate and maintain roads, streets, lanes, bridges and other means of communication, houses, dwellings, stables, factories, mills, plants, manufactories and all other buildings and works and improvements that may be considered advisable in connection with the purposes of the Company, including the construction in and on such lands, or any part thereof, or sidewalks, drains, watermains, sewers, lighting plants and accessories, and all and any other improvements of a nature to enhance the value of the Company's property, or any part thereof; and to carry on business as real estate agents, experts, valuers, realty brokers, contractors and builders, and do a general real estate agency business, including the undertaking of investigations, valuations, sales, exchanges and the like, and negotiable leases and all other forms of contract in respect of real estate;

(b) To make advances by way of loans for building purposes or other improvements to purchasers or lessees of any part of the Company's property, and aid by way of advances or otherwise in the construction and maintenance of roads, streets, bridges, sidewalks, waterworks, sewers, lighting plant or plants and other improvements calculated to render the Company's property more accessible or enhance its value.

(c) To take and hold mortgages, hypothecs, liens, and charges to secure payment of the purchase price of any part of the Company's property sold by the Company or any money due to the Company from purchasers, or advances made by the Company to purchasers for building purposes or other improvements:

(d) To build, install, maintain and operate one or more systems of waterworks for the proper supply of water to the holders and purchasers of the property of the Company and others, and in connection therewith, aqueducts, filtration plants, pumping stations, mains, connections and other accessories and adjuncts to such waterworks; to sell and dispose of said water, and for such purposes to enter into any contracts that may be considered advisable by the Company.

LAUNDRY.

To carry on at _____, in the county of _____, and elsewhere, the business of a steam and general laundry, and to wash, clean, purify, scour, bleach, wring, dry, iron, colour, dye, disinfect, renovate, and prepare for use all articles of wearing apparel, household, domestic, and other linen, and cotton and woollen goods and clothing, and fabrics of all kinds, and to buy, sell, hire, manufacture, repair, let on hire, alter, improve, treat and deal in all apparatus, machines, materials and articles of all kinds which are capable of being used for any such purposes.

LIBRARY.

To establish and maintain in the city of _____, and elsewhere, circulating libraries, and also reading and writing rooms, and a reference library, and to furnish the same respectively with books, reviews, magazines, newspapers and other publications, including instrumental and vocal music. To carry on the business of booksellers, stationers, publishers, and restaurant proprietors.

LITHOGRAPHERS.

(a) To carry on business generally as lithographers, printers, publishers, metal and tin plate printers, map makers, manufacturers of wall papers and playing cards, photographers, engravers, stereotypers, electrotypers, embossers, engrossers, book publishers, bookbinders, paper makers, envelope and paper bag

and box makers, stationers, manufacturers, advertising agents, dealers in and vendors of novelties, office and other supplies; to manufacture, purchase, sell or otherwise deal in account registers, perpetual registers, loose leaf accounting systems, account books, stationery, office furniture, devices and supplies and to systematize business methods and accounts of corporations, companies, partnerships and private individuals, and to give instruction adapted to the introduction and working of the systems manufactured by the Company; to buy, sell, manufacture, trade, work and deal in plant, machinery, tools, furniture, supplies, appliances and all articles requisite in, used or connected with or which can or may be used in connection with the said arts and businesses or any of them.

LUMBER.

(b) To carry on anywhere within or without Canada the business of timber merchants, saw-mill, shingle mill and pulp mill owners, loggers, lumbermen and lumber merchants in any and all their branches; to buy, sell, prepare for market, manipulate, import, export and deal in saw logs, timber, piles, and poles, lumber and wood of all kinds, and to manufacture and deal in lumber, timber, shingles, laths, sashes and doors, portable houses, buildings and all articles and materials in the manufacture whereof timber, lumber or wood is used;

(c) To purchase or otherwise acquire, maintain, keep and improve all kinds of saw-mills, and other buildings, plant and machinery of every description, timber leases, licenses and lands, patent rights and trade marks, and to dispose of the same from time to time by way of sale, lease or otherwise;

(d) To construct, carry out, acquire by purchase or otherwise, maintain, improve, manage, work, control and superintend and to sell, lease or otherwise dispose of all logging railways, tramways on lands owned or controlled by the Company, and trails, roads, streets, skidways, bridges, reservoirs, flumes, watercourses, aqueducts, wharves, piers, trucks, factories, mills, warehouses and other works and conveniences which the Company may think directly or indirectly conducive to any of its objects and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof;

(e) To clear and remove obstructions from any lake, river, creek or stream, to deepen channels, remove shoals or otherwise improve the floatability of any river, lake, creek or stream.

LUMBER and Pulp.

(a) To carry on the business of lumbering and the lumber trade in all its branches, and all other business incidental thereto, including buying, selling, and dealing in all kinds of sawed, squared and hewed lumber, and timber, saw logs, ties, piling, telegraph and telephone poles, fence posts, wood and all other products of the forest; to carry on in all its branches the business of a manufacturer and dealer in logs, lumber, timber, pulp, pulp-wood, paper and other products or by-products of wood and all other articles and materials into which wood, pulp, pulp board or paper enter or form part, and to carry on the business of general manufacturers and millers, and to establish shops or stores, and to purchase, sell and deal in general merchandise;

(b) To manufacture, buy, sell, and deal in peat, wood and alcohol, calcium carbide, and all kinds of chemicals, and to purchase, erect or otherwise acquire such factories and works as may be deemed necessary for such purchase.

MACHINERY.

(b) To carry on business as iron founders, mechanical engineers and manufacturers of machinery, toolmakers, brass founders, metal workers, boiler makers, millwrights, machinists, iron and steel converters, smiths, wood workers, builders, painters, metallurgists, electrical engineers, water supply engineers, gas makers, carriers or merchants; and to buy, sell and manufacture, repair, convert, alter, let or hire, and deal in machinery, implements, rolling stock, and hardware of all kinds; to carry on the trade or business of iron masters, steel makers, steel converters, colliery proprietors, coke manufacturers, miners, smelters, engineers, tin-plate makers, and iron founders, in all their respective branches; to search for, get, work, raise, make merchantable, sell and deal in iron, coal, ironstone, brick-earth, bricks and other metals, minerals and substances, and to manu-

facture and sell patent fuel; to carry on business as manufacturers of chemicals and manures, distillers, dye makers, gas makers and mechanical engineers.

MACHINERY (Another Form).

(a) To manufacture, buy, sell, and otherwise acquire, equip, set up, repair, deal in, and deal with engines, boilers, power plant equipment, hydraulic equipment of all kinds, electrical, mining, and industrial equipment, tools, implements of all kinds, automobile trucks and supplies, aeroplanes and supplies, steamboats, tugs, and other floating equipment; and generally to buy, sell, exchange, and deal in all materials, metals and articles used in the manufacture, operation, and repair of the said property, or any of same; to carry on the business of general contractors and of engineers, and to construct, execute, carry out, equip, improve, work and develop, public and private works and conveniences of all kinds, and the equipments thereof in all their branches.

MANUFACTURERS' AGENTS.

To carry on the business of manufacturers' agents or representatives, and to act in the capacity of agents for the manufacturers of goods for any of the purposes hereinafter enumerated as part of the objects.

ANOTHER FORM.

To establish, maintain and conduct a jobbing, commission, and general agency business; and carry on the business of manufacturers' agents and commission merchants.

MANUFACTURING.

(a) To carry on any or all lines of business as manufacturers, producers, merchants, wholesale and retail, importers, and exporters, generally without limitation as to class of products and merchandise, and to manufacture, produce, adapt, pre-

pare, buy, sell, and otherwise deal in any materials, articles, or things required in connection with or incidental to such business of investigating, purchasing, promoting, organizing, re-organizing, developing, controlling, carrying on and disposing of industries or business.

MANUFACTURING (Another Form).

To carry on trade and commerce throughout Canada and elsewhere, and without limiting the generality of the foregoing, to manufacture, import, export, buy, sell and deal in (insert particulars of goods or products proposed to be manufactured).

MANUFACTURING (Clothing).

(a) To carry on all or any of the businesses of manufacturers of clothing and wearing apparel of all kinds, tailors, drapers, hosiers, milliners, costumiers, hatters, furriers, gloves, silk, cotton, cloth and lace merchants, haberdashers, portmanteau makers and general outfitters and dealers in india-rubber and waterproof goods, umbrellas, walking sticks, ornaments, toilet requisites, perfumery, soap, and any other articles, commodities, merchandise or things necessary for the purposes of the Company, with the right to manufacture, import and export, and to act as manufacturers' agents or commission agents in all kinds of manufactured articles, goods, wares, merchandise and materials.

MARINE PRODUCTS.

(a) To carry on the business of fishing and the dealing in fish, marine mammals, algae in the sea and inland waters for the manufacture primarily, from the materials at present unmarketable for human consumption of live stock feeds, fertilizers, fats, oils, glycerine, and other like derivatives; to manufacture fish meals by dehydration and compound the same; to manufacture and compound fertilizers; to carry on the business of farming for the production of certain raw materials needed for the compounding of live stock feeds and fer-

tilizers, and the testing of same; to collect or purchase marine algae, and manufacture marketable commodities therefrom; to carry on the business of manufacturers and dealers in all kinds of stock foods, specialties and preparations;

(b) To mine, quarry, dig or dredge minerals necessary in the compounding of feeds and fertilizers; to manufacture and sell patent fuel or manufactured fuel;

(c) To purchase, deal, collect, market or manufacture all such materials as may be necessary to the compounding, refining or final manufacture of feeds, fertilizers, veterinary and other drugs, fats and derivatives from fish, marine mammals or algae.

(d) To import, export, manufacture, buy, sell, and deal in goods, wares and merchandise either in wholesale or retail, including fertilizers, guano, glue, oil, whalebone, and other like substances and materials, and the accessories of such businesses, including tins, cans, jars, barrels, packages, and other receptacles useful or convenient in connection with the handling, packing, transportation, and preparation of any of the products of the businesses which the Company is authorized to carry on;

(e) To erect, acquire, operate and manage cold and dry storage plants, warehouses, storehouses, elevators and mills;

(f) To establish, operate and conduct stores and shops for the sale, either in wholesale or retail, of any one or more of the articles and merchandise used or dealt in by the Company, and deal in wholesale or retail, in any other goods, wares or merchandise which may be advantageously dealt in in connection therewith.

MEAT DEALERS.

To carry on the business of importers and exporters of, and dealers in meat, cattle, sheep, rabbits, butter, fish, and all perishable produce generally, as well as skins, hides, fur, leather, tallow, fat, fertilizers, hoofs, manures, and other animal products, and dairy, farm and garden produce of all kinds; to buy and sell by wholesale or retail all kinds of meat, and, generally, to carry on the trade or business of meat salesmen in all its branches; to acquire by purchase or otherwise estancias, ranches and sheep farms, and to carry on the trades or businesses of cattle rearers and sheep farmers, fellmongering, tanning and warehousing generally.

MEDICINES and Chemicals.

To manufacture, buy and sell medicinal preparations, and generally carry on wholesale business as manufacturers, buyers, vendors of all kinds of medicines and chemicals, patented articles, scientific apparatus and surgical instruments and supplies, and to carry on the trade of chemists, druggists, apothecaries and traders, importers and manufacturers of medicinal and pharmaceutical preparations.

MERCANTILE AGENCY.

To establish, maintain and conduct a general mercantile agency, to carry on every branch of business usually transacted in connection therewith, including the obtaining and acquiring by purchase, or in any other lawful manner, information, statistics, facts, and circumstances of, relating to, or affecting the business, capital, debt, solvency, credit, responsibility, and commercial condition and standing of any and all individuals, firms, associations and corporations engaged in or connected with any business, occupation, industry or employment in any part of the civilized world, and particularly in and throughout Canada and the United States, and to dispose of, sell, loan, pledge, hire, and use in any and all lawful ways the information, statistics and facts so obtained and acquired. Also to establish, maintain, and conduct a general collection business for the recovery, enforcement, and collection of accounts, bills, debts, dues, demands and obligations and claims of all kinds. Also to establish and conduct a general business of making and issuing contracts to secure the faithful performance of any mercantile or commercial contract or agreement, and for the prompt payment of any debt or obligation due under or arising from or out of any mercantile or commercial transaction; also to acquire by purchase or otherwise, and to establish, maintain, and conduct a general printing, publishing, bookbinding and advertising business, and to prepare and distribute newspapers, books, pamphlets, directories, catalogues, reports, ratings, digests, lists and other printed matter of interest or use to merchants, traders, bankers, and lawyers.

METAL (Manufacturing).

(a) To carry on business as brass and iron founders, engineers, manufacturers, and dealers in brass, copper, zinc, iron, wood, and other natural products, and as machinists and smiths, and to manufacture, buy, sell, and deal in goods, wares, and merchandise made in whole or in part of copper, brass, iron, steel, zinc, wood, and other natural products, and to manufacture, buy, sell, and deal in hardwares and specialties of all description, machines, and machine supplies, and to carry on the trade and business of ironmasters, manufacturers and rollers of steel and iron, into any and all forms, products, commodities, or articles of every kind; iron and steel makers; iron and steel converters, tin plate and steel makers in all their respective branches, and to buy, sell, and trade in all products and commodities in connection with the above.

METAL PRODUCTS.

(a) To manufacture, buy, sell and deal in metal products, including brass, steel, iron and other minerals.

METAL MANUFACTURERS.

(a) To carry on the trades or business of iron masters, brass manufacturers, steel makers, brass and steel converters, tin plate manufacturers, and brass and iron founders, in all their respective branches;

(b) To carry on any trade or business in any way dealing in or handling any articles made in whole or in part of any of the said substances, and to deal in metal products of all kinds;

(c) To search for, get, work, raise, make merchantable, sell and deal in iron, copper, brass, steel and other metals, minerals, and substances.

(d) To manufacture, buy, sell, exchange, alter, and otherwise deal in all kinds of plant, machinery, apparatus, tools, implements, utensils, substances, materials, and things used in connection with all or any of the aforesaid purposes.

MINERAL WATERS.

To acquire, develop, own, use, lease, operate and dispose of springs of natural and mineral waters on the property of the Company; and to trade and deal in such waters; and to manufacture, trade, and deal in artificial aerated waters, effervescent beverages, and like preparations of all kinds, and to carry on the trade of bottlers in all its branches.

MINING.

To purchase, take or lease, or otherwise acquire any mines, mining rights and land in _____, or elsewhere, and any interest therein, and to explore, work, exercise, develop, and turn to account the same; to quarry, smelt, refine, dress, amalgamate and prepare for market ore, metal and mineral substances of all kinds, and to carry on any other operations which may seem conducive to any of the Company's objects; to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions, and things capable of being used in connection with mining operations, or required by workmen and others employed by the Company; to construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, railways, bridges, reservoirs, water courses, aqueducts, wharves, furnaces, mills, crushing works, hydraulic works, works, factories, warehouses, and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the company, and to contribute to, subsidise, or otherwise aid or take part in any such operations.

ANOTHER FORM.

(a) To carry on the business and operations of a mining, milling, reduction and development Company;

(b) To produce, manufacture, purchase, acquire, search for, win from the earth, refine, smelt, store, distribute, sell, dispose of and deal in silver, gold, nickel, copper, iron, steel, manganese, cobalt, coal, coke, platinum, palladium, sodium, metals, min-

erals, and mineral substances, chemicals, lumber and any minerals, and all or any articles consisting or partly consisting of the above and all or any products thereof; and to that end to explore, prospect, mine, quarry, bore, sink wells, construct works or otherwise proceed as may be necessary.

ANOTHER FORM.

(a) To purchase, take on lease or otherwise acquire any mines, mineral deposits, mining rights and metalliferous land, and any interest therein, and to explore, work, exercise, develop, and turn to account the same;

(b) To crush, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate, and prepare for market, buy and sell ore, metal and mineral substances of all kinds, and to carry on any other metallurgical operations which may seem conducive to any of the Company's objects;

(c) To buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provision and things capable of being used in connection with metallurgical operations or required by workmen and others employed by the Company.

MOTORS.

(a) To purchase or otherwise acquire, hold, own, sell, assign and transfer or otherwise dispose of, invest, trade, and deal in and with, automobiles, motor cars, trucks, tractors (flying machines, boats, farm machinery), and other vehicles and parts thereof, and to carry on the business, occupation and employments of manufacturers and repairers of, and dealers in automobiles, motor cars, trucks, tractors and other vehicles and parts thereof; and of all and any articles connected with the manufacture and repair thereof and the sale and disposition thereof.

MOVING PICTURE Theatre.

(a) To erect and construct and to acquire by purchase, lease, license or otherwise, and to operate theatres, moving picture theatres and places of amusement; to carry on the general business of theatre proprietors and managers, and to produce and exhibit to the public, performances of moving pictures, operas, stage plays, burlesques, vaudevilles, pantomimes, spectacular pieces, concerts, and musical and dramatic performances and entertainments; to carry on the business of restaurant keepers, licensed victualers, theatrical agents, dramatic and musical publishers and printers, and any other business which may seem calculated to assist any of the Company's powers and rights;

(b) To acquire by purchase, lease, license or otherwise, privileges and rights to operate and exhibit to the public for gain, moving pictures, talking motion pictures, illustrated songs and song slides, vaudeville performances, phonographs, pianos, automatic pianos, automatic boxes for photographic views, theatrical representations and other exhibitions;

(c) To manufacture, buy, sell and exchange or lease, and deal in all goods, wares, and merchandise, apparatus, machinery and appliances connected with the business of the Company, and to manufacture, purchase, lease, sell, import, export or otherwise deal in any instruments, apparatus, substances or processes relating to chemistry, light, optics, electricity, acoustics, photography, and mechanics.

(d) To enter into contracts with authors, publishers, producers, and other persons for the dramatic or literary rights of operas, plays, burlesques, vaudevilles, moving picture films, pantomimes, spectacular pieces and compositions, and for the production and representation thereof.

MUSICAL SOCIETY.

To promote the study, practice and knowledge of music in the city of _____, and the neighborhood, and to give or arrange concerts and musical entertainments, and to employ writers and composers, and to purchase copyrights, and to give prizes and rewards.

NATURAL RESOURCES (Development, Trading, etc.)

(a) To carry on the business of an exploration, natural resources, development and colonization company, and without limiting the generality of the foregoing to carry on the fur trade, and the manufacture of all articles in connection therewith, and generally all business operations of purchase, selling, either by auction or otherwise, exchange, barter as principals or commission agents, and of exportation, and of all other commercial, industrial, financial and real estate transactions directly or indirectly connected with such trade in Canada and in other countries, including the breeding of fur-bearing animals; to conduct, carry on, and engage in a general fish and sea foods of all kinds, trading, commission and export business; to conduct, carry on and engage in the business of catching, buying, selling, holding, freezing, packing, salting, canning, curing, drying and preserving fish and other sea foods; to conduct, carry on and engage in the traffic or business of manufacturers, dealers and traders (wholesale or retail or on commission) in fish, oil, fish manures and other fish products, and every other class, kind and description of goods or products;

(b) To purchase, rent, sell, lease, establish, construct, maintain, regulate, operate posts or agencies in any place suitable for the operating and carrying out of the business and affairs of the company, and to undertake agencies for other persons, partnerships or companies;

(c) To own, purchase, construct, lease or hire, charter, let on hire, or charter and navigate aeroplanes of all kinds, ships, vessels and boats of every description, whether propelled by steam, sail or other power, for the purposes of the Company, and also to tender, contract and maintain a coastal, mail or passenger service, and to engage in a surveying, exploring or other scientific service;

(d) To acquire, purchase, build, construct, maintain and operate cold storage and refrigerating plants, and to do a general cold storage, refrigerating, warehousing business, and to issue, register, certify and guarantee warehouse receipts;

(e) To acquire, purchase, lease or hire, sell, maintain, develop or operate water-powers for electric purposes, and all

other sorts of powers, timber limits on Crown lands or otherwise, timber cutting rights or anything in regard to or pertaining to the lumbering, paper and pulp business or any by-products thereof;

(f) To erect, maintain, lease or hire or sell the necessary buildings, plants, poles and wires for the development and transmission of electric power and light necessary to carry on and develop the various industries of the Company, and to sell light and power whenever it is considered to the Company's interest to do so, subject, however, to all local and provincial laws and regulations in that behalf;

(g) To stake out, acquire, purchase, lease or hire, develop, operate or sell mining claims or mines and to carry on general mining operations;

(h) To buy, sell, acquire, develop, and otherwise deal in lands, immovable property, timber limits and other interests in lands;

(i) On the lands of the Company, and for the purposes of the Company, to erect, maintain and operate poles, lines, wires and other equipment for the operation of telephone and telegraph lines;

(j) To establish, maintain, lease or hire, sell hotels and lodges for the purposes of encouraging and accommodating tourists and settlers in the entering in and residing of the various districts, and thereby assisting in the development and colonization of the same.

NAVIGATION.

(a) To acquire, build, own, hire, navigate, employ, use, sell, lease, and charter ships, tugs, barges and scows, and other vessels (using steam or other motive power) for the conveyance of passengers, goods and merchandise, and to carry on the business, in all its branches, of a ship-builder, common carrier of passengers and goods, forwarder, wharfinger and warehouseman; and the business of towing, lightering, and wrecking;

(b) To construct, acquire or lease wharves, docks, warehouses or other buildings and facilities for such purpose.

NEWSPAPER and Publishing.

To acquire, print, publish, conduct and circulate or otherwise deal with any newspaper or newspapers or other publications, and generally to carry on the business of newspaper proprietors and general publishers; to carry on, if and when it shall seem desirable, the trade or business of general printers, lithographers, engravers and advertising agents; to build, construct, erect, purchase, hire, or otherwise acquire or provide any buildings, offices, workshops, plant and machinery or other things necessary or useful for the purpose of carrying out the objects of the Company.

NOVELTIES.

(a) To manufacture, buy, sell, export and import metal, cloth and celluloid badges, or badges made of any other material, celluloid, metal, cloth, paper and paper novelties made of any other material, and advertising novelties of all kinds, including the manufacture, importation, exportation, wholesale and retail, of the raw material of which any of said articles may be made; to manufacture, buy, sell and deal in watches, diamonds, jewelry, ornaments, and fancy articles of various kinds, and other kinds of merchandise and property; to manufacture, buy, sell and deal in hardware and hardware specialties and novelties of every kind.

OIL.

(a) To prospect for, open, explore, develop, work, improve, maintain, and manage oil wells, oil properties, and natural gas wells, and to manufacture and refine the product thereof, whether belonging to the Company or not, and to render the same merchantable, and to sell and otherwise dispose of the same or any part thereof, or any interest therein;

(b) To acquire by purchase, lease, concession, license, exchange or other legal title, oil wells, oil lots, easements, oil lands, oil claims, natural gas wells, lands and places which may seem to the Company capable, or possibly capable, of affording a supply of oil or gas; and either absolutely or conditionally, and

either solely or jointly with others, as principals, agents, contractors or otherwise; and to lease, place under license, sell, dispose of, and otherwise deal with the same or any part thereof, or any interest therein.

(c) To buy, sell and deal in petroleum, natural gas and other minerals, and plant, machinery, implements, conveniences, provisions, and things capable of being used in connection with operations respecting petroleum or natural gas or other minerals, or required by workmen and others employed by the Company.

OIL (Another Form).

(a) To carry on in any part of the world any one or more of the businesses of prospecting for, producing, dealing in, transporting, storing, distributing and manufacturing petroleum, carbon oils, gases, ores and other mineral substances, and the products, by-products or derivatives thereof;

(b) To make, acquire, produce, hold, operate, use, dispose of, and otherwise deal in and with the said substances and products, rights to and interests in lands and other properties from which they may be derived: drilling, pumping, mining, milling, reducing, refining, smelting, and other plants, equipment or apparatus for producing, manufacturing, or otherwise working such substances and products; pipe lines, pumping stations, tank cars, tank ships, boats, barges, towboats and other conveyances; tanks, terminals, docks, and any other rights and properties, real, personal or mixed, which may be necessary or convenient to the conduct of any of the said businesses.

OIL and GAS.

1. To search for and recover and win from the earth, petroleum, natural gas, oil, salt, metals, minerals, and mineral substances of all kinds, and to that end to explore, prospect, mine, quarry, bore, sink wells, construct works or otherwise proceed as may be necessary, to produce, manufacture, purchase, acquire, refine, smelt, store, distribute, sell, dispose of and deal in petroleum, natural gas, oil, salt, chemicals, metals, minerals and

mineral substances of all kinds, and all products of any of the same, to trade in, deal in and contract with reference to lands and products thereof, or interests in land, mines, quarries, wells, leases, privileges, licenses, concessions and rights of all kinds covering, relating to or containing or believed to cover, relate to or contain petroleum, natural gas, oil, salt, chemicals, metals, minerals, or mineral substances of any kind.

OIL REFINING.

(a) To carry on the business of manufacturer and refiner of oils, grease, petroleum, and the by-products thereof, to deal, import and export, prospect for, open, develop, work, improve, maintain and manage, acquire by purchase, lease or otherwise, and sell, lease or otherwise dispose of petroleum oil-lands, oil, grease, chemicals, or rights or interests therein, and to purchase, buy, sell and deal in crude petroleum oil and other oils, grease and other products thereof; to sink oil-wells, to erect, acquire, buy, purchase, lease or otherwise maintain and operate oil-refineries or plants; to work the same; to store, tank, warehouse, refine crude petroleum oil and other oils, grease and chemicals; to construct and operate pipe lines for transportation of oil; to construct, and maintain oil works on the property of the Company; to do all acts, matters and things as are incidental or necessary to the due attainment of the above objects, or any of them; to carry on the business of bonded warehouses, custom brokers and storage warehouses.

PAPER BOX Company.

(a) To carry on the business of merchants, manufacturers, and dealers in paper made from any material, cardboard, and other preparations, products and manufactures of paper or pulp, strawboard and other preparations, products and manufactures of straw; and to manufacture the same into cartons, boxes, bags, packages, books, and any other articles and appurtenances thereof; and to manufacture and to deal in all materials required for the same, and to sell and otherwise deal in such manufactured articles or any accessory thereof.

PATENT MEDICINES.

(1) To acquire and take over as a going concern the undertaking of _____, and all or any of its assets and liabilities and in particular the recipes and full information as to the process of manufacturing, and the right to manufacture and deal in certain medicinal preparations known as, etc., and with a view thereto, etc.

(2) To carry on the manufacture and sale of the said medicines and preparations, and generally to carry on the business of manufacturers, buyers, and sellers of and dealers in all kinds of medicines and medical preparations and drugs whatsoever.

(3) To carry on all or any of the businesses of chemists, druggists, chemical manufacturers and dealers, drysalters, importers, and manufacturers of and dealers in pharmaceutical medicinal preparations.

(4) To manufacture, buy, sell, deal in mineral waters, wines, cordials, liquors, soups, broths, and other restoratives or food, specially suitable, or deemed to be suitable for invalids and convalescents.

(5) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.

PLUMBERS.

To carry on the respective businesses of plumbers, manufacturers, contractors for plumbing and sanitary fixtures and supplies, heating and ventilating plant and supplies, pipes, fittings, apparatus and repairs for heat, light, gas or water supplies, general contractors and builders.

POLITICAL CLUB.

(1) To afford to its members all the usual privileges, advantages, conveniences, and accommodation of a club.

(2) To take over the effects and liabilities of the present unincorporated association, known as the Club.

(3) To promote the cause of , and to provide means of social intercourse between persons professing principles.

(4) To consider and discuss all questions affecting the interests of the community, or the alteration or administration of the law.

(5) To procure the delivery of lectures on political and other subjects.

(6) To form and maintain a library of political, historical, and other literature, in

(7) To render voluntary aid to candidates in the parliamentary, municipal, and other elections in the of

(8) To petition Parliament.

(9) To purchase, hire, or otherwise acquire, for the purposes of the club, any real or personal property, and in particular any lands, buildings, furniture, club and household effects, utensils, books, newspapers, periodicals, musical instruments, fittings, apparatus, appliances, conveniences and accommodation.

(10) To erect, maintain, improve, or alter any buildings for the purposes of the club.

POWER COMPANY.

(a) To carry on the business of an electric light, heat and power company in all its branches; provided, however, that any sale, distribution or transmission of electric, hydraulic or other power or force shall be subject to local and municipal regulations in that behalf;

(b) To provide, purchase, lease or otherwise acquire, and to construct, lay down, erect, establish, operate, maintain and carry out all necessary works, stations, engines, machinery, plant,

cables, wires, lines, generators, accumulators, lamps, meters, transformers, apparatus, appurtenances and appliances connected with the generation, accumulation, distribution, transmission, supply, sale, use and employment of electricity, and to generate, accumulate, transmit, distribute, supply and sell electricity for the purposes of electric heating, lighting, traction and motive power, and for industrial and other purposes, and to undertake and to enter into contracts and agreements for the lighting of cities, towns, streets, buildings and other places, and for the supply of electric light, heat and motive power for any or all public or private purposes;

(c) To make, build, construct, erect, lay down, maintain, and operate reservoirs, waterworks, cisterns, dams, canals, tunnels, culverts, flumes, conduits, main and other pipes and appliances, and to execute and do all other works and things necessary or convenient for obtaining, storing, selling, delivering, measuring and distributing water for the creation, maintenance and development of hydraulic, electric or other mechanical power, or for any other purpose of the Company;

(d) To construct, improve, work, maintain, manage, carry out or control, and to purchase, lease or otherwise acquire, and to hold, use, sell, lease or otherwise dispose of any lands, works, mains, machinery or any roads, ways, bridges, reservoirs, water-courses, wharves, manufactories, warehouses, electrical works, shops, stores, and other works and conveniences which may seem capable of being used or operated in connection with any part of the Company's undertaking for the time being, or calculated directly or indirectly to benefit the Company, and to equip, maintain and operate by electric, hydraulic or other mechanical power all works belonging to the Company, or in which the Company may be interested, and to contribute to, subsidize or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof;

(e) To construct, maintain and operate lines of wires, poles, tunnels, conduits and other works, and to conduct, store, buy, sell, contract for, dispose of and distribute any and all such power, and with such lines, wires, poles, conduits or other conductors or devices to conduct, convey, furnish or receive such electricity or other power or energy to and from any company or companies, person or persons; provided, however, that the Company shall not enter upon any street, highway or other pub-

lie place for the purpose of placing thereon any of its plant, works or material used in the transmission or distribution of electric, hydraulic, pneumatic or other power, and shall not erect or place on, under or across any such street, highway or other public place, any such plant, works or materials unless with the consent of the municipality having control of such street, highway or other public place;

(f) To construct, acquire and operate lines of telegraph or telephone or other means of communication on lands owned or controlled by the Company and for the purposes of the Company only.

PRESERVING COMPANY.

(a) To manufacture, import, export, buy, sell and deal in all goods, wares and merchandise of all kinds whatsoever, and without restricting the general powers of the foregoing to manufacture, purchase, sell, trade and deal in marmalade, jam, jellies, syrups, sauces, mince meats and all kinds of preserved and canned fruits and vegetables, and all kinds of dried fruits and vegetables and all other kinds of fruit and vegetable products or by-products and grocery supplies, and all other kinds of foreign and domestic goods whatsoever; and extracts, colours, flavour and essences of every description; to carry on the business of evaporating and aerating liquids and other substances, improving, purifying and preserving liquids and other substances, separating solids and liquids; and for such purposes to carry on the business of chemists, druggists, chemical manufacturers and analysts; to act as agent of any manufacturer or merchant in the buying, selling and dealing in all goods, wares and merchandise as above set out.

PRODUCTS.

(a) To carry on the business of raising, producing, developing, manufacturing and marketing all products of the soil, whether animal or vegetable, and to manufacture and produce any products and by-products thereof; to carry on in all its branches a general live stock and stock-raising farm and range business; to buy, sell, trade, raise, slaughter, export, import and

generally deal in sheep, cattle, horses, poultry and all kinds of domestic animals, and to carry on a dairy business in all its branches; to carry on business as proprietors of markets, both public and private, for the sale of goods, chattels and things of all kinds whatsoever, and to construct and maintain such stalls, booths and other conveniences therein or in connection therewith as may be found desirable, and to operate, lease or otherwise dispose of the same as the Company may think fit; to carry on the business of wholesale and retail dealers, and to produce, manufacture, buy, sell, store, import and export and generally deal in meat and meat products, poultry and poultry products, fish and fish products, milk and all kinds of dairy products, fruits and fruit products of all kinds, milk, butter, cheese, oleomargarine, vegetables and all kinds of farm, orchard, garden and dairy products, food and cereal products of all classes and descriptions, canned or otherwise prepared milk, meats, fish, vegetables and fruits of all kinds and descriptions and the products thereof.

(b) To manufacture, buy, sell, store, import, and export and generally deal in soap for toilet and domestic use, and to produce and deal in all material suitable or necessary for the manufacture of soap;

(c) To construct, build, maintain and operate tanneries, and to buy, sell, store, import, export and generally deal in hides, skins, raw and finished, and leather of all classes and description, and to purchase, sell, lease or otherwise acquire lands, timber and bark and other real and personal property required for the operation of the said line of business.

PROMOTING and Holding Company.

(a) To act for others in the investment of funds or the promotion of companies and undertakings, and to conduct the general business of a holding, investment, promoting and brokerage company, and real estate and loan agency. To act as agents or attorneys for the transaction of any business, the management of estates, the sale of property, the investment and collection of moneys. To carry on the business of public accountants and auditors. To carry on business as a general financial agent and promoter. To act as agent of any insurance, fidelity, guarantee, indemnity or surety company or society.

PROMOTION.

(a) To carry on in any part of the world, any one or more of the businesses of investigating, promoting, organizing, re-organizing, developing, controlling, carrying on, winding up and disposing of industries or businesses;

(b) To acquire, hold, own, lease, sell, dispose of and deal in properties and businesses of any nature or kind, and wherever other securities, or to prospect, investigate, examine, equip, maintain, improve, repair, develop, construct and operate properties; and generally to do all things necessary or desirable to be done in connection with the development, organization, re-organization or operation of new or existing properties and businesses.

PROVISIONS.

(a) To carry on the business in all its branches, of manufacturers, manufacturers' agents, growers, producers, importers and exporters of and dealers in all kinds of goods, wares, merchandise and provisions, including in addition to the things usually understood thereby, products of the quarry and mine, products of the sea, and lakes and rivers, and other articles of commerce, to carry on the business, in all its branches of packing houses, abattoirs, rendering establishments, tallow chandleries, sausage manufactories and butcher shops, to establish stores, agencies, depots and other markets for the sale of the products of the Company; and to pack, cure, smoke, preserve, can, bottle and prepare for consumption and use and to buy, sell and deal in all and any products of cattle, sheep, hogs, and other animals, and all by-products thereof.

PULP AND TIMBER.

(a) To carry on in all its branches the business of a manufacturer and dealer in pulp, pulpwood, paper, logs, lumber, timber and other products or by-products of wood and pulp and all other articles and materials into which wood enters or forms a part, and all other business incidental thereto, and to carry on the business of general manufacturers and millers; and

to construct, manage, maintain and operate therefor all necessary buildings, mills, plants and machinery and to establish shops and stores, and to purchase, sell and deal in general merchandise;

(b) To manufacture, buy, sell and deal in peat, wood, and alcohol, calcium carbide and all kinds of chemicals, and to purchase, erect or otherwise acquire such factories and works as may be deemed necessary for such purposes.

PULP AND PAPER.

To construct, build and operate pulp and paper mills, and to engage in the manufacture and sale of pulp and paper or any product in which pulp or paper, or any material used in the manufacture of pulp or paper, may be used. To purchase, lease or acquire water or other power; to generate electrical or other power, and use, lease, sell, or otherwise dispose of the same. To acquire by purchase or otherwise timber of every description, and to acquire and hold and dispose of timber licenses granted by the Crown. To purchase, construct, charter and navigate steam or sailing vessels, or construct and operate tramways, open the Company's property as far as may be necessary for the business of the Company.

PULP.

(a) To import, export, manufacture, buy, sell and deal in pulp, paper, cardboard and wood products of all kinds, and to act as agents for manufacturers of and dealers in all such commodities, as well as to deal as principal or agent in all ingredients for use in connection with the manufacture of such commodities.

REAL ESTATE.

(a) To acquire by purchase, lease, exchange, concession or otherwise city lots, farm lands, mining or fruit lands, town sites, grazing and timber lands, and any description of real estate and real property, or any interest and rights therein legal

or equitable or otherwise howsoever; to take, build upon, hold, own, maintain, work, develop, sell, lease, exchange, improve or otherwise deal in and dispose of such lots, lands, sites, real estate and real property or any interest therein, to deal with any portion of the lands and property so acquired, subdividing the same into building lots, and generally laying the same out into lots, street and building sites for residential purpose or otherwise, and with power to construct streets thereon, necessary sewerage and drainage system, to build upon same for residential purposes or otherwise, to supply buildings so erected with electric light, heat, gas, water or other requisites.

(b) To act as insurance brokers and general agents for employment, and also for the sale and purchase of real estate and all interests therein, and for reward to procure real estate investments for any person; to act as selling agents for the owners of any real estate, subdivision, building sites, town sites or lands of any kind, or any interest therein, and to take over and acquire from any person or corporation any agency inclusive or otherwise for the sale of any such lands, sites or interest therein, and to accept an assignment of and perform any contracts made by any such person with any other person or corporation for the sale of any such lands, sites or interests therein as agents or otherwise, and generally to act as real estate, house and rental agents, and as incidental thereto to carry on the business of fire insurance agents.

REAL ESTATE Agents.

(a) To buy, sell, exchange, lease or otherwise deal in, real estate and immovable property, and to negotiate for the purchase, sale, exchange or lease of real estate and immovable property, and generally to carry on the business of real estate agents in all its branches.

REFRIGERATORS.

(a) To manufacture, buy, sell and otherwise deal in refrigerators, refrigerating appliances, specialties and supplies of all kinds; and to carry on the business of machinists and foundrymen.

RUBBER.

The making, purchasing and selling of gutta percha goods, and all goods of which rubber or gutta percha are component parts, and the various materials entering into the manufacture of any and all such goods, and also the acquiring and disposing of rights to make and use any and all such goods and materials, and the doing and transacting all acts, business and things incident to, or relating to, or convenient in carrying out its business as aforesaid.

RUBBER (Another Form).

(a) To carry on the business of buying, selling and dealing in rubber and felt boots and shoes, tires and all articles of which rubber or felt form a part, and all the by-products thereof; to act as agents for the sale of any such goods and articles; and to manufacture such goods and articles; and also to manufacture, sell and deal in goods, wares and merchandise which can be advantageously manufactured, sold and dealt in in conjunction with such goods and articles.

RUBBER (Another Form).

(a) To buy, acquire, sell, dispose of and deal in rubber and rubber products, and all other goods, wares, merchandise and effects, and act as agents for dealers in these articles, or any of them, on commission or otherwise;

(b) To acquire by purchase, lease or otherwise, rubber lands, forests and plantations, plant and develop the same, and sell or otherwise dispose of the same or the products thereof in whole or in part;

(c) To acquire, buy, purchase, lease or otherwise build and erect mills, factories and plant for the manufacture, preparation and treating of all kinds of rubber, and the products of rubber lands and rubber plants and trees;

(d) To act as agent for dealers in rubber lands, rights and products, and sell all kinds of products thereof for them on

commission or for such other remuneration as the Company may charge;

(e) To store and otherwise keep all kinds of rubber, rubber products and other goods, wares, merchandise and effects for remuneration.

RUBBER GOODS.

(b) To carry on the business of manufacturers of rubber goods of all kinds and descriptions. To manufacture, produce, buy, sell, export, import and to deal in rubber and gutta-percha and all articles, goods, wares and merchandise in which rubber or gutta-percha or any other similar substance is or may be used; and the various materials entering into the manufacture of any and all such goods and such products and by-products as are incidental thereto.

RUBBER MANUFACTURING.

(a) To carry on all or any of the businesses of clothiers, outfitters, cloth and clothing manufacturers, wholesale and retail dealers in leather and woollen goods and textile fabrics, and the business of manufacturers of and dealers in rubber goods, rubber, gutta-percha, cellulose, celluloid or other similar materials, waterproofed garments and goods, rubber boots, shoes and goloshes, rubber sheets, tents, washers, insulators, and all other goods made of any compound of rubber and any other substance;

(b) To treat, refine or otherwise deal with rubber, gutta-percha or other similar materials or any of the by-products used in the manufacture or treatment thereof.

ROOFERS.

(b) To carry on the business of sheet metal workers and roofers in all its branches, and in connection therewith to manufacture, buy, sell and deal in roofing materials of every nature and kind, tin plate, sheet metal of iron, steel, brass, copper and all other metals; to carry on the business of manufacturers of and dealers in brick of all kinds, terra cotta tiles, drain and

sewer pipes, cement, lime, stone and artificial stone and its products; to carry on business as brass and iron founders, engineers, manufacturers and dealers in brass, copper, zinc, iron and other metals, and as machinists and smiths; to manufacture, buy, sell and deal in goods, wares and merchandise made in whole or any part of copper, brass, iron and other metals, and to manufacture, buy, sell and deal in hardware of all descriptions, machines and machine supplies.

SANITARY WARE.

(a) To carry on the business of manufacturers, importers, exporters, wholesalers, retailers, jobbers, producers, buyers and sellers, and in any other manner dealers and traders in and of sanitary ware, apparatus, appliances, and equipment of all kinds, and of other goods of kindred lines or produced by similar processes, including especially pottery, earthenware, porcelain, china, fire-clay goods, drain pipe and tile, sewer pipe, fire brick, building brick, terra cotta, tiles and tiling, glass and glassware, electrical porcelain, chemical porcelain, bone ware and all products of which clay, earth, sand, rock, marl, shale, slate, gravel, lime, plaster, cement or other similar materials of any kind, whether raw or prepared, blended or combined, form a component part or ingredient; enamelled metal goods, household utensils and implements; plumbers' supplies, crucibles and graphite products; metal piping, fittings and fixtures; sanitary wood-work and cabinet work; sanitary and other composition ware of all kinds; and other kindred products, also of and in all materials, ingredients, products, compounds and by-products commonly or conveniently used, manufactured, produced, bought or sold in connection therewith or necessary, useful, desirable or convenient in or about the transaction of the business of the Company.

SALVAGE and Wrecking.

(a) To carry on the business of salvors and wreckers of ships and craft of any kind, and to purchase, lease and otherwise acquire and operate salvaging and wrecking vessels, plant and equipment of all kinds, and to do or cause to be done all things necessary or useful in connection with the business of wreck-

ing and salving generally; and to carry on the business of ship-builders and repairers, and to design, construct, purchase, operate, repair, lease or otherwise deal with or in any way dispose of any ships, vessels, tugs, dredges, dredging equipment, lighters, barges and other craft of any kind, or share or shares therein, and all necessary or convenient engines, furniture, tackle, stores, equipment, supplies and other accessories, or to procure the same to be done; to carry on the business of a dry-dock company, and to construct and operate or cause to be constructed or operated, and to acquire by purchase, lease or otherwise, and to alienate or otherwise dispose of and deal with dry-docks, including floating dry-docks, marine railways, wharves, docks, breakwaters and other constructions and installations and equipment connected with or useful in the business of the construction or operation of dry-docks and harbours, including factories, warehouses, offices and other buildings and tramways upon the Company's property, as well as engines, elevators and other machinery, plant and equipment, and to acquire and utilize any rights in connection therewith;

(b) To employ in trading or in the carriage of goods, wares merchandise or passengers, or for surveying, dredging or other works, any ships, vessels, barges, lighters or other craft, and to let on hire, charter or otherwise supply and utilize the same for profit; and to develop and supply and to purchase or otherwise acquire and sell, lease or exchange, and in any way to utilize and work with all kinds of motive, hydraulic, steam, electric, pneumatic or other power or powers, provided that any sale or distribution thereof, beyond the property owned or controlled by the Company shall be subject to all local and municipal regulations in that behalf.

SAW-MILLS

To carry on business as timber merchants, saw-mill proprietors, and timber growers, and to buy, sell, grow, prepare for market, manipulate, import, export, and deal in timber and wood of all kinds, and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used. to purchase and deal in timber limits or concessions, and to carry on business as shipowners and carriers by land and sea, and, so far as may be deemed expedient, the business of general merchants, and to cut, clear, plant, and work timber estates.

SHIP-BUILDING.

To build, make, operate, maintain, buy, sell, deal in and with, own, lease, pledge and otherwise dispose of ships, vessels and boats of every nature and kind whatsoever, together with all materials, articles, tools, machinery and appliances entering into, or suitable and convenient for the construction or equipment thereof, together with engines, boilers, machinery and appurtenances of all kinds, and tackle, apparel, and furniture of all kinds; the transportation of goods, merchandise and passengers upon land or water; building, repairing and designing houses, structures, vessels, ships, boats, wharves, docks, dry-docks, machinery and all other equipment; to build, construct, repair, maintain and operate water, gas or electrical works, tunnels, bridges, viaducts, canals, wharves, piers and like works of internal improvement or public use or utility; to own, operate and maintain steamship lines, vessel lines or other lines for transportation.

SHIP-BUILDING (Another Form).

(a) To build, construct, hire, purchase, work and charter steamships and other vessels of any class, and to establish and maintain lines or regular services of steamships or other vessels and generally to carry on the business of shipbuilders and shipowners, and to enter into contracts for the carriage of mails, passengers and goods, and either by its own vessels or by the vessels or conveyances of others; to carry on the business of merchandise carriers, shipowners, warehousemen, wharfingers, barge owners, lighter-men and forwarding agents, and to carry on the business of iron founders, mechanical engineers and manufacturers of all kinds of munitions, tools, machinery and plant, and to carry on the business of tool makers, brass founders, metal workers, boilermakers, millwrights, iron and steel builders, smelters and woodworkers, bridge builders, metallurgists, electrical and general engineers;

(b) To construct, purchase, take on lease or otherwise acquire and work any shipyard, wharf, pier or piers, docks, buildings or works capable of being advantageously used in connection with the business of the Company, as shipbuilders, shipowners, as a shipping Company or as engineers.

(c) To purchase the assets of any company, individual or partnership at present carrying on business as shipbuilders or engineers, or the shares of any such company;

(d) To buy and sell merchandise for freighting ships and vessels of the Company;

(e) To build, fit out and repair and lend money upon ships and vessels of every description, and on goods and merchandise carried or to be carried in any ships or vessels;

(f) To construct and repair steam, electrical, oil, gasoline and other engines, boilers and machinery;

(g) To construct and maintain for the use of the Company or for letting out on hire, graving and other docks and other conveniences for the building, repairing or docking of ships and other vessels and to aid in or contribute to the construction of any such works;

(h) To buy or otherwise acquire ships and vessels, complete or not complete, sound or out of repair for the purpose of improving, re-selling, letting out to hire or otherwise making profit out of the same.

SHIPPING.

(a) To construct, purchase, lease or otherwise acquire, charter, own, maintain, operate and manage—

(1) Steamships, vessels, tugs, car ferries, dredges, lighters, barges, boats and water craft of every description;

(2) Structures, erections, buildings, hotels, shops, stores, works, appliances, mills, machinery, plant and equipment of every nature and kind whatsoever on land or on water deemed by the Company to be necessary or required for or in connection with the construction, manufacture, maintenance, operation, navigation, management, renewal or repair of the Company's vessels, works, undertakings, appliances or equipment or for or in connection with the accommodation, care or conveyance of passenger traffic or the loading, unloading, handling, forwarding, warehousing, elevation, refrigeration, storage, treatment or care of freight, mails, express or other traffic of whatsoever description;

(3) Lands, water lots, docks, wharves, basins, slips, harbour and port works and terminal and other facilities, easements and privileges of every description;

(b) To build, purchase, lease or otherwise acquire, manage or control, at such points or places along any line of railway or branch line of railway, or at any ports of places of call or any steamship lines, such buildings as it deems advisable for hotels and restaurants; and to carry on any business in connection therewith, and afford such facilities as may tend to the comfort and convenience of the travelling public; and may let any such building for such purposes;

(c) To carry on any business incidental to the full and complete use and enjoyment of the works and facilities herein authorized, or which may seem to the Company capable of being conveniently carried on in connection therewith or calculated directly or indirectly, to enhance the value of and render profitable any of the Company's properties or rights;

(d) To make traffic or other arrangements with any railway, steamboat, navigation or other company, or any government or municipal organization whose line of railway or vessels or any part of its undertaking communicates with or is contiguous to that of the Company, or may be conveniently operated therewith, and to enter into agreement with such other company or companies, government or organization for the conveying or leasing to or from it of any part of such undertakings or works, or for amalgamation upon such terms and conditions as may be agreed upon.

SHIPYARDS and Shipping.

(a) To carry on the business of the transportation of passengers, mails, freight, goods, wares, merchandise, timber, ore, coal, grain and other articles of any nature whatsoever upon land and water, and to carry on the business of towing, wrecking and salvage in all and any of its branches in and over any of the navigable waters within or bordering upon the Dominion of Canada, to and from any port therein, and to and from any foreign port;

(b) To design, lay out, construct, purchase, take in exchange, lease, charter or otherwise acquire, have and hold, improve,

develop, repair, alter, maintain, operate, manage, sell, exchange, let out to hire, charter or otherwise deal with and dispose of (1) steamships, steamboats, vessels, ships, barges; tugs, scows, steamship lines, vessel lines, transportation lines, towing, salvage and wrecking outfits, wharves, piers, docks, dry docks, floating docks, dock yards, ship-building yards, slips, basins, marine railways, coaling apparatus, telegraph and telephone lines on land owned or controlled by the Company, and wireless telegraph outfits and stations for the purposes of the Company, and all incidental structures, appliances and equipment or any shares or interest in any of same; (2) steamship, steamboat and railway terminals, transportation, warehouse, storage and cold storage facilities, yards, stock yards, oil tanks, pipe lines, freight sheds, freight and passenger stations, stores, buildings of every description, tramways, and tracks on lands owned or controlled by the Company, cars, motors, engines and equipment for the movement, care, storage or handling of any merchandise or traffic; (3) passenger facilities and accommodation, hotels, parks, amusement resorts and appliances; (4) elevators for elevating grain, wheat or other produce, and cleaning plant and equipment, mills and machinery for the manufacture of flour, cereals or any product or by-product of grain or of other agricultural products; (5) shops and works for the manufacture of machinery or railway equipment, and all supplies for steamships, steamboats and vessels generally, and their equipment; (6) power houses, structures, plant and equipment for the development, generation, transmission or utilization of water, steam, electric or other power and structures and plant for any form of lighting and heating; provided, however, that any sale, distribution or transmission of heat, light, electric or other power or force beyond the lands of the Company shall be subject to local and municipal regulations in that behalf; (7) and to acquire by lease, purchase or otherwise, and hold and own, and to sell, lease, exchange or otherwise dispose of all or any buildings, lands, water lots, water rights, water powers, mines, minerals and mining rights, easements, servitudes, and any other rights and properties whatsoever that may be useful to the Company in connection with any of the foregoing objects;

(c) To act as commission agents, vessel agents, cartage agents, wharfingers, warehousemen, forwarders and carriers by land and water;

(d) To act as insurance brokers, insurance adjusters and agents for fire, life, marine and accident guarantee, indemnity and all other kinds of insurance, guarantee and indemnity companies, and for the purposes aforesaid carry on the business of custom house brokers, stock brokers and commission agents, real estate agents and all other kinds of agents or brokers.

SMELTING and Refining.

(a) To carry on business as dealers in, manufacturers, founders and smelters of all kinds of metals and metal products; to carry on a general foundry business and to own and operate rolling mills;

(b) To treat, smelt, refine and prepare for market ores and other minerals by any process whatsoever and in any manner or form, and for such purpose to purchase, acquire, instal and operate all necessary plants, machinery and apparatus, and to purchase, sell and deal in all kinds of ores or metals, and to buy, sell and deal in any products or by-products of such ores or metals;

(c) To acquire by purchase, lease or otherwise any mines, mining rights or quarries, land and interest therein, and to explore, work, exercise, develop and operate the same, and to smelt, treat, refine and prepare for market ores, metals and mineral substances of all kinds;

(d) To manufacture and deal generally in all kinds of blast furnace and rolling mill machinery, and in all appliances and specialties used in connection therewith or incidental thereto.

SOAP MANUFACTURERS.

(1) To carry on the business of soap manufacturers and dealers.

(2) To buy, sell, manufacture, refine, prepare, and deal in all kinds of oils and oleaginous and saponaceous substances, and all kinds of unguents and ingredients.

(3) To carry on business as pharmaceutical, manufacturing, and general chemists and druggists, and manufacturers of, and dealers in all kinds of toilet requisites, and manufacturers of all kinds of boxes and cases of cardboard, wood, metal or otherwise, and printers, colour printers, publishers, stationers, candle makers, manufacturers of perfumes.

STEAMSHIP LINES.

(a) To establish and work lines of steamers and other vessels, and to otherwise employ any vessels in the conveyance of passengers, mails, specie, goods, troops, munitions of war, and other things between any ports throughout the world, and to carry on the business of shipowners, shipbuilders, shipwrights, ship repairers, charterers of ships or other vessels; warehousemen, wharfingers, shipping agents, managers of ships, ship's husband contractors, ship and insurance brokers, carriers by land or water, forwarding agents, importers and exporters, merchants and traders, commission and general financial agents, proprietors of land, jetties, piers, warehouses, stores, barge and tug owners, lightermen, marine engineers and manufacturers of and dealers in engines, boilers, machinery and other appliances and things used in connection with any of the aforesaid businesses, to construct, acquire, manage, maintain, alter, charter, operate, hire, lease, sell, exchange, or otherwise dispose of all kinds of ships, vessels, barges and boats, or shares or interests therein, and also elevators, sheds, warehouses and buildings, wharves, docks, dry-docks, terminals and generally to carry on the business of ship-building, ship-repairing, engineering, elevator, warehousing, navigation, transportation and terminal company, or any such businesses, and to manufacture and deal in engines, boilers, machinery and other appliances and things used in connection with any of the aforesaid businesses;

(b) To purchase, take on lease, or in exchange or otherwise acquire any docks, dry-docks, wharves, harbours, quays, jetties, shipbuilding yards, collieries, coal mines, meat freezing works, refrigerating stores, gas works, timber yards and other real and personal property or rights, or any interest therein, and to manage, work and otherwise turn to account the same or any of them, and to enter into any working agreements in respect of the same or any of them.

STEAMSHIP LINES (Another Form).

(a) To carry on the business of the transportation of goods, wares, merchandise, timber, ore, coal, grain and passengers upon land and water, and to carry on the business of towing, wrecking and salvage in all its branches in and over any of the navigable waters within or bordering upon the Dominion of Canada to and from any port therein and to and from any foreign port;

(b) To design, lay out, construct, acquire, buy, own, charter, improve, develop, fit or equip, repair, maintain, operate and manage, sell, exchange, let or hire or dispose of steamships, steamboats, vessels, ships, barges, tugs, scows, lighters or other craft or any share or shares therein, steamship lines, vessel lines, transportation lines, towing, salvage and wrecking outfits, engines, furniture, tackle, equipment and stores, wharves, piers, docks, dry docks, dock yards, ship-building yards, slips, basins, marine railways, coaling apparatus, telegraph and telephone lines on lands owned or controlled by the company, wireless telegraph outfits and stations and all incidental structures, appliances and equipment, steamboat and railway terminals, transportation, warehouses, storage and cold storage facilities, yards, stock yards, oil tanks, pipe lines, freight sheds, freight and passenger stations, stores, buildings of every description, tramways and tracks on lands owned or controlled by the company, cars, motors, engines and equipment for the movement, care, storage or handling of any merchandise or traffic, passenger facilities and accommodation, hotels, parks, amusement resorts and appliances, elevators for elevating grain, wheat or other produce and cleaning plant and equipment, mills and machinery for the manufacture of flour, cereals or any product or by-product of grain or of other agricultural product, shops and works for the manufacture of machinery or railway equipment and all supplies for steamships and vessels and their equipments, power houses, structures, plant and equipment for the development, generation, transmission or utilization of water, steam, electric or other power and structures and plant for any form of lighting and heating; provided, however, that any sale, distribution or transmission of electric or other power or force beyond the lands of the company shall be subject to local and municipal regulations in that behalf;

(c) To act as agents, commission agents, vessel agents, cartage agents, wharfingers, warehousemen, forwarders and carriers by land and water.

STEAMSHIP AGENTS.

(a) To carry on business as steamship agents, ship brokers and forwarders and as agents for placing or procuring insurance, whether marine, fire or otherwise.

STATIONERS and Office Supplies.

(a) To carry on business as stationers, printers, lithographers, stereotypers, electrotypers, photographic printers, photolithographers, engravers, die-sinkers, bookbinders, manufacturers of account books and of metal parts of such account books and of machinery for the manufacture thereof, papermakers, boxmakers, typefounders, photographers, dealers in stamps, advertising agents, designers, draughtsmen, ink manufacturers, booksellers, publishers, dealers in materials used in the manufacture of paper, cabinetmakers, dealers in office furniture and supplies, and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing, or any of them, or connected therewith.

STEEL.

(a) To carry on the trades and business of iron masters, and of manufacturers and rollers of steel and iron into any and all forms, products, commodities and articles of every kind; steel-makers, steel converters, colliery owners and proprietors, coke manufacturers, miners, smelters, engineers, sheet metal and rail rollers, tinplate makers, iron and brass founders and makers in all their respective branches; to carry on the trade and business of wire manufacturing and drawing, and to buy, sell and trade in all products and commodities in connection with the above;

(b) To search for, get, work, raise, make merchantable, sell and deal in iron, steel, brass, copper and all other metals; coal, coke and all other substances, minerals or matters; and to manufacture and sell peat, coke and other fuel, to manufacture and sell patent fuel, and to manufacture, sell and deal in wood alcohol, dyes, fertilizers and all by-products and chemicals, manufactured, made or obtained from the same;

(c) To make, purchase, hire, let out and sell railway and other plant, fittings, machinery, rolling stock, stock-in-trade, or any portion or parts of such article or things. To construct, carry out, repair, maintain, improve, manage, work, control and superintend any roads, ways, adits, levels, shafts, tunnels, pipe lines, power lines, bridges, coaling stations, reservoirs, watercourses, aqueducts, docks, wharves, furnaces, coke ovens, plant, engines, machinery, mills, factories, warehouses, ships, tugs, scows, steam and sailing vessels and boats, dwelling-houses, offices, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the company, and to contribute to or otherwise aid or take part in any such operations, and also railway cars or trucks or any other rolling stock, and also steam, electric or other locomotive or motive power;

(d) To purchase or otherwise acquire any lands, houses, offices, workshops, buildings and premises, and any fixed and movable machinery, tools, engines, boilers, plant, implements, patterns, stock-in-trade, patents and patent rights, convenient to be used in or about the trade or business of engineers, smelters, founders, smiths, machinists or manufacturers;

(e) To manufacture, produce, buy, sell, dispose of and deal in gas, coke, tar and all other residual products resulting from the manufacture or production of natural or artificial gas, and to carry on all the businesses that are usually or may be conveniently carried on by natural or artificial gas companies; to supply natural or artificial gas for lighting, heating, motive power or for any other purpose whatsoever; to acquire, construct, erect, lay down, maintain, enlarge, alter, work and use all such lands, buildings, easements, gas and other works, machinery, plant, stock, pipes, lamps, motors, fittings, meters, apparatus, materials and things, and to supply all such materials, products and things as may be necessary, incidental or convenient in connection with the production, use, storage, regulation, measurement, supply and distribution of any of the products of the company.

STOCKS and Bonds.

(a) To subscribe for, underwrite and acquire by purchase, exchange or other legal title, and hold either absolutely or as holder by way of collateral security or otherwise, and to sell with

or without guarantee, assign, transfer and otherwise dispose of and deal in the stocks, bonds, debentures, shares, scrip and securities of any government, any municipal and school corporation, any banking, public utility, commercial and industrial company or corporation, notwithstanding the provisions of section 44 of the Companies Act;

(b) To acquire by purchase, lease, exchange or other legal title, and to sell and otherwise deal in the property, undertaking and business of any commercial, manufacturing or other trading corporation, and of any firm, partnership, or individual, for the purpose of promoting and organizing companies to carry on the same, and to manage, operate, and carry on any business, property and undertaking so acquired by the company, and to assume the liabilities thereof.

STOCKS and Bonds (Another Form).

(a) To buy, sell and deal in, either as principal or agent, stocks, bonds, debentures, mortgages on personal property, securities, notes and obligations of all kinds, and to collect and dispose of interest, dividends or income upon or from such stocks, bonds, debentures, mortgages, securities or other obligations.

STOCKS and Bonds—(Another Form).

(a) To issue on commission, subscribe for, purchase or otherwise acquire, hold, sell, exchange and deal in shares, stocks, bonds, obligations or securities of any public or private corporation, government or municipality, and to hold, purchase or otherwise acquire, to sell, assign, transfer or otherwise dispose of shares of the capital stock, bonds, debentures or other evidences of indebtedness created by any other corporation or corporations, and while the owner thereof to exercise all the rights and privileges of ownership, including the right to vote thereon; to carry on and undertake any business, undertaking, transaction or operation commonly carried on or undertaken by capitalists, promoters, financiers, contractors, merchants, commission men and agents;

(b) To form, promote and assist financially or otherwise, companies, syndicates, partnerships and associations of all kinds, and to give any guarantee in connection therewith or otherwise for the payment of money, or for the performance of any obligation or undertakings.

STONE.

To carry on business as quarry masters and stone merchants, and to manufacture, buy, sell and deal in, get, work, shape, hew, carve, polish, crush, saw and prepare for market or use, stone, lime, cement, sand, ore, minerals and building materials of all kinds, and acquire, open up and work stone and marble quarries, and generally to manufacture and otherwise operate as builders and contractors for the execution of works and buildings of all kinds.

SUGAR.

The purchase, manufacture, refining and sale of beet root sugar, molasses, and all lawful business incidental thereto; the purchase and sale of beets and all other vegetable products; farming and agriculture in all its branches.

THEATRICAL.

To purchase, own, produce, and present, and to license others to produce and present, theatrical plays and operas, and to acquire and hold, sell, assign and transfer, copyrighted and uncopyrighted plays and operas. To build and own, lease, rent or acquire theatres, playhouses or music halls; to give public or private performances of any kind therein or elsewhere.

TIMBER.

(a) To buy, own, sell, deal in, lease or otherwise acquire, timber limits, logs, lumber, railroad ties; to manufacture every and all kinds of lumber, boards and building materials;

(b) To erect, acquire, own, buy, sell, lease, convey, improve and operate saw mills, planing mills and other mills and buildings for the use of manufacturing lumber, ties and building material;

(c) To contract for, own, lease and operate lumber and logging roads for the purpose of transporting timber, logs, lumber, supplies and merchandise of all kinds;

(d) To buy, sell, own, acquire, merchandise of all kinds, stores, clothing, machinery of every nature, and to deal in any and all kinds of merchandise and wares necessary to the operation of the business of contracting and manufacture of lumber, ties and building material.

TIRES.

(a) To carry on the business of manufacturers of and dealers in automobile tires and accessories, and to manufacture, sell and deal in goods, wares and merchandise which can advantageously be manufactured, sold and dealt in in connection with such goods;

(b) To manufacture, purchase, import, sell and deal in rubber and all the products thereof, and all goods, wares and merchandise which can advantageously be manufactured, sold and dealt in in conjunction therewith.

TOBACCO (Manufacturing).

(a) To manufacture, buy, sell, deal with and deal in cigars, and all other forms of tobacco, and tobacco products, and by-products; to plant, grow, cultivate, cure and treat tobacco, and to buy, manufacture, sell, lease, let and hire machines and machinery, tools, implements and appliances, and all other property useful and available in the manufacture of cigars or any other forms of tobacco, tobacco products or by-products, or the cultivation, cure or treatment of tobacco and articles and materials in any wise relating thereto or connected therewith;

(b) To erect or otherwise acquire factories or buildings, and to establish, maintain and operate factories, warehouses, agencies

and depots for the curing, storing and preparation of cigars, and all forms of tobacco, supplies, machinery, implements and appliances, and for their sale and distribution, and to do any and all things incidental to the business aforesaid, or any of it.

TOBACCONISTS.

(a) To carry on the business of manufacturers, importers, buyers and sellers of and dealers in tobacco, cigars, cigarettes, pipes and all such articles and things as are commonly used in connection therewith, and generally to perform all business transactions incidental to and connected with the tobacco trade.

TOWING and Wrecking.

(a) To carry on the business of towing in all its branches, and to carry on a general wrecking and salvaging business.

(b) To acquire, construct and operate tugs, scows, lighters, barges, dredges, ferry boats, steamboats, and vessels of every kind, and to carry on a general shipping business.

TOWING and Wrecking (Another Form).

(a) To carry on the business of towing and wrecking in all its branches, and to deal in, build, construct, repair, salve, fit out, buy or otherwise acquire, operate, navigate, maintain, own, charter, and to sell or otherwise dispose of all manner of ships, steamboats, ferry boats, barges, dredges, tugs, scows, lighters, towing, wrecking and salvage outfits and all kinds of machinery, tackle, ships, furnishings, stores and other articles required for or used in ships or vessels of any and every description or in connection therewith.

(b) To own, buy, build, contract or otherwise acquire and to sell, lease or otherwise dispose of graving or other docks, dockyards, marine railways, slips, business wharves, terminal and other elevators and warehouses, workshops, factories, cars, carts, trucks, wagons and other vehicles for transportation and delivery of goods.

VEHICLES.

(a) To trade in, buy, sell, lease, use, operate, maintain, let for hire, deal in, deal with, dispose of, manufacture and repair, (1) conveyances and vehicles and the accessories and parts thereof, of every kind and description capable of being moved by any form of power for the transportation of animate or inanimate objects by land, water or air, including without prejudice to the generality of the foregoing, automobiles, trucks, taxicabs, motor-cycles, boats, aeroplanes and aerostats; (2) machinery, motors, engines, boilers, tools and utensils; and (3) metals, ores, oils, rubber, gutta-percha, leather, wood, fibrous substances and products thereof, and articles composed wholly or partly thereof; and to carry on the business of dealers in and manufacturers of all or any of the said articles.

(b) To acquire, maintain and operate buildings, storage houses and garages for the storage, caring for and keeping for hire therein of vehicles of every kind.

WAREHOUSE.

To carry on the business of warehousing and cold storage, and all the business necessarily or impliedly incidental thereto, and to further carry on the business of general warehousing in all its several branches; to construct, hire, purchase, operate and maintain, all or any conveyances for the transportation in cold storage, or otherwise, by land or by water, of any and all products, goods or manufactured articles, to issue certificates and warrants, negotiable or otherwise, to persons warehousing goods with the company; to manufacture, sell and trade in all goods usually dealt in by warehousemen; to construct, purchase, take on lease, or otherwise acquire, any wharf, pier, dock or works, capable of being advantageously used in connection with the shipping and carrying or other business of the Company; and generally to carry on or undertake any business undertaking, transaction or operation commonly carried on or undertaken by warehousemen, and any other business which may from time to time seem to the directors capable of being conveniently carried on in connection with the above or calculated directly or indirectly, to enhance the value of or render profitable any of the company's properties or rights.

WAREHOUSEMEN.

(a) To carry on the business of warehousemen and wharfingers and to acquire, construct, operate, maintain, lease and dispose of warehouses, storehouses, elevators, yards and buildings for the purpose of storing pulpwood, lumber, lumber products and by-products, grain and cereals of all kinds, butter, cheese, eggs, poultry, fruits, vegetables and all other articles of commerce; to carry on the business of forwarders in all its branches, and to collect, receive, transfer, convey and forward lumber and lumber products and by-products, pulpwood, paper, goods, wares, merchandise, produce and all other articles of commerce.

(b) To acquire by purchase, exchange, lease or otherwise, and to hold, own, operate, develop, deal in, sell or otherwise dispose of all kinds of real estate and immovable property, lots, buildings, warehouses, factories, residences and structures and any interests or rights connected therewith.

WIRE.

(a) To manufacture, buy, sell, deal and trade in all kinds of metals, wire, wire nails, wire cables, lightning rods, and all other merchandise manufactured from metal or wire or in the manufacture of which metal or wire is used; to manufacture, buy, sell, deal and trade in all kinds of merchandise made and constructed in whole or in part from wood, glass or fabric or in the manufacture of which wood, glass or fabric is used; to manufacture, buy, sell, deal and trade in any of the supplies and material used in the production of any of the products or merchandise hereinbefore mentioned;

(b) To manufacture, purchase, and in any manner acquire, to own, hold, and otherwise turn to account, and to sell and in any manner dispose of, and to trade in and deal with, goods, wares, merchandise and personal property of every class and description.

WIRE (Another Form).

(a) To trade, deal in and manufacture, merchandise, and particularly to trade, deal in, manufacture and place on the market, wire, wire goods, woven wire fencing, springs and merchandise composed of wire or any kind of metal, or partly composed of wire or metal and partly of other material or materials.

WOOLLEN MANUFACTURERS.

(b) To buy, sell, manufacture and produce yarns of all descriptions, and to dye, knit, weave and finish such yarns and to buy, sell and deal therein, also to buy, sell and deal in or manufacture any materials necessary for clothing and wearing apparel of all kinds and descriptions.

OPTION AGREEMENT.

(Short Form.)

The undersigned hereby agrees in consideration of one dollar, and other good and valuable considerations to sell to _____, or his assigns, as a going concern, the _____ business carried on by the undersigned, including the property, machinery, materials, supplies used in connection with the business, and also the good-will, trade rights, trade marks, brands, patents, inventions, formulæ, receipts, trade-names and patterns owned or controlled by the undersigned, excepting only money in bank and bills and accounts receivable, which are to be and remain the property of the undersigned. All said property to be at the time of such sale free and clear of all liens, charges, encumbrances, taxes and assessments. The consideration of the said sale to be \$ _____, in addition to inventory value of stock on hand at the time of transfer.

This option shall expire on the 1st day of _____, 19____, unless the said _____, or his assigns, shall, before that time, give notice in writing of his acceptance thereof, in which case the transaction is to be completed, and the property delivered within four months thereafter, or earlier at the option of _____

It is understood and agreed that in accepting this option assumes no responsibility or liability to purchase the said property unless , or his assigns, shall elect so to do by written notice, and that, in case of assignment, this instrument and all its parts and provisions shall inure to the benefit and run in favour of, and be obligatory upon, such transferee, and shall be free from liability therein and thereunder to the same purport and effect as though such transferee had originally been named therein.

Witness our hands and seals this day of

(See article on "Options" in 36 Can. L. J., p. 521).

OPTION AGREEMENT (Another Form).

Agreement, made at the City of , this day of , 19 , between the Company, Limited (hereinafter referred to as the Vendor) and the shareholders thereof (hereinafter referred to as the Shareholders), by whom and on whose behalf this instrument shall be signed, of the one part, and (hereinafter referred to as the Purchasers) their nominees or assigns, of the other part, the said Company being organized under the laws of the with a capital stock outstanding of \$, divided into shares of \$ each.

Whereas, the Purchasers propose to form a corporation under the laws of the of to be called The Company, Limited (or other suitable name), and hereinafter referred to as the Company with a capital stock of about dollars (), divided into shares of one hundred dollars (\$100) each, of which part shall be seven per cent. (7%) cumulative preferred shares (preferential as to capital as well as to dividend) and part common shares. The exact amount of such capital stock, more or less than , and the proportions of said preferred and common shares into which the same shall be divided, shall be as approved by one or more responsible bankers in the City of as sufficient for the acquisition of the business taken over by said Company, and for the satisfaction of expenses and commissions connected therewith and with the formation and establishment of said Company, and for providing the Company with such working capital in cash or such reserve of treasury stock as may also be approved. No preferred stock

shall be issued except in payment for _____ plant, and for cash (necessary for working capital as aforesaid) to an amount equivalent to the par value of the preferred stock issued therefor.

Now this Agreement witnesseth that for and in consideration of one dollar paid by the Purchasers—

FIRST—The Vendor hereby sells to the Purchasers the sole option until the first day of _____, 19____, of purchasing for the sum of _____ dollars the entire good-will, plants, patents, trade marks, and all visible and tangible, real and personal property of the said Vendor, not including cash and bills and accounts receivable.

SECOND.—If said option is exercised, the sale may be completed on or before the first day of _____, 19____ (hereinafter called the time of transfer), but the directors for the time being of the Vendor may extend said last named date to a further period, not exceeding one month, and said sale shall take effect as from the date hereof, and no dividend shall be paid or declared, or any property whatsoever withdrawn from the Vendor, save in the ordinary course of business between said date and the time of transfer.

THIRD—The real and personal property, assets and business of the Vendor shall, at the time of transfer, be free and clear of all liens, mortgages, judgments, debts and other liabilities whatsoever, except engagements under current and ordinary business contracts taken over by the Purchasers, and the Vendor and the Shareholders may retain the cash on hand or in bank, book accounts and bills receivable of the Vendor as they shall exist on the date hereof, for the satisfaction of any such encumbrances as aforesaid, and after that for their own use.

The Purchasers shall, however, have the right to retain and hold from the purchase consideration such part thereof as in their judgment shall be necessary to discharge any such liens, mortgages, judgments, debts or other such liabilities as may exist at the time of the transfer.

FOURTH—The Vendor and Shareholders shall, upon ten days' notice in writing given by the Purchasers to the Vendor, deliver to such responsible Trust Company in the city of _____ (hereinafter referred to as the Trust Company) as shall be named by the Purchasers, the certificates for the number of shares of stock in the Vendor set opposite the names of the Shareholders at the foot hereof, together with transfers thereof duly executed or sign in blank [and also an abstract or abstracts of title to all

the real property of the Company wheresoever situate, duly completed to date and shewing all incumbrances] and full and sufficient deeds, bills of sale, assignments, and all such other conveyances, as shall be usual, necessary or proper for the conveying and assuring to the Purchasers, or their assigns all the assets of the Company set forth in the paragraph "First" hereof executed by the proper officers of the Company, and all such conveyances shall contain the usual covenants that the property so conveyed is free from incumbrances as herein provided.

All the foregoing are to be held by the Trust Company until the time of transfer or the expiration of this option, and the Trust Company shall deliver separate receipts for the said share certificates and for said abstracts and conveyances, and while the said abstracts remain on deposit with the Trust Company, no transfer of the real property of the Vendor, or any part thereof, shall be made by it.

FIFTH.—At the time of transfer the abstracts above mentioned shall be continued by the Vendor to such time, and thereupon the purchase consideration may be paid by the Purchasers to the Vendor at the office of the Trust Company, and such payment shall be in full of the purchase obligations of the Purchasers hereunder. And upon said payment, the said share certificates and blank transfers, abstracts and instruments, or such of them as the Purchasers may elect, shall be forthwith handed over to the Purchasers by the Trust Company, and the Vendor and Shareholders hereby jointly and severally covenant to do anything further which may be necessary on their part to complete the sale and to execute such legal covenants, and in such form as the Purchasers may require, [and not to engage in any way in the manufacture of _____, or other like articles within _____ years from date hereof without the consent of the Purchasers, etc.].

SIXTH.—If the Purchasers fail to exercise the option the Trust Company shall return to the Vendor the said certificates and blank transfers, and abstracts and instruments, and the Purchasers shall pay all the charges of the Trust Company in connection with the matters aforesaid, and such Trust Company shall have no claim or lien whatsoever upon said certificates or abstracts or instruments or upon the Vendor for any of its said charges.

SEVENTH.—If said option is exercised, the Vendor shall take and accept in full payment for the property hereby agreed to be conveyed.

OPTION AGREEMENT (Another Form).

This Agreement, made at _____, this _____ day of _____, 19____, by and between _____, a corporation organized and doing business under and by virtue of the laws of _____, (hereinafter called the first party) and _____ of _____, (hereinafter called the second party).

WITNESSETH:

FIRST.—For and in consideration of one dollar and other good and valuable considerations by the second party to the first party in hand paid, the receipt of which by the first party is hereby acknowledged, the first party hereby agrees, upon the request of the second party, provided such request be made to the first party on or before _____, 19____, to sell, convey, transfer and deliver to the second party the following:

All the real estate, buildings, improvements, appurtenances, easements, plant, machinery, fixed and movable, now belonging to the first party and located at _____, in the County of _____, and _____ of _____, also all the railroad tracks, furnaces, brickwork, foundations, boilers, pumps, water heaters, engines, housings, chilled rolls, shears, cranes, annealing boxes and stands, castings, buggies, trucks, steam, gas and water pipes, water and acid tanks, storage tanks, spare parts of machinery, electric plant, cars, shafting, belting, pulleys, hangers, gears, tools, forges, horses, waggons, implements and utensils of every nature whatsoever, located on or within the above described premises, or any property of the character described above belonging to the party of the first part which may be temporarily located elsewhere than on the above described premises, or for the purpose of making repairs, or for any other reason; intending hereby to include all property, machinery, material and supplies now being used for or in connection with the manufacture and shipment of _____, excepting the goods, material and supplies hereinafter mentioned; also all the good-will, trade rights, trade marks, brands, patents, inventions, formulas and recipes, trade names and patents now owned or controlled by the first party. All of the foregoing property at the time of such sale to be free and clear from all liens, charges, incumbrances, taxes and assessments whatsoever.

[The first party shall and will within ten (10) days after notice to that effect, furnish and deliver to the second party for examination by its counsel, full and complete abstracts of title to the said real estate.]

SECOND.—The second party shall have and is hereby given the exclusive right and option to purchase of the first party all of the foregoing property on or before _____, 19____, for the consideration of _____ dollars cash, to be paid by the second party at the time of the completion of such purchase.

THIRD.—If, during the period of this contract, any part of the property hereinbefore described shall be destroyed or damaged by fire or other casualty, then and in that event, unless the property so destroyed or damaged shall be fully restored, on or before the _____ day of _____, 19____, to the condition in which it was immediately preceding such destruction or damage, then to the extent of the loss resulting from such injury, the purchase price hereinbefore specified shall be abated. The extent of such loss, in case the parties hereto cannot agree upon the same, shall be ascertained and determined by appraisers in the manner hereinafter provided.

FOURTH.—At the time of the completion of the sale and purchase of the property hereinbefore described, the first party hereby agrees to sell and deliver, and the second party hereby agrees to purchase of the first party, in addition to the foregoing, the following:

(a) All of the (*manufactured product described in detail*) then owned by the party of the first part, the price to be paid therefor to be the then market value thereof.

(b) All of the following described goods, materials and supplies located upon or within the above described premises, or in transit to the same, at their cost price to the party of the first part, to wit: (*raw materials described in detail*),

(c) All unexpired fire, liability and other insurance policies then in force, at the *pro rata* value of the same.

The price to be paid for the property specified in this paragraph shall be paid in cash contemporaneously with the payment of the sum specified in paragraph "Second" hereof.

FIFTH.—In case of the completion of the purchase of the property covered by this contract, then contemporaneously there-

with, the second party shall assume all *bona fide* contracts made by the first party for the purchase or sale of materials, raw or manufactured.

[SIXTH.—In case of the purchase of the property covered by this contract, then contemporaneously therewith the first party shall cause to be properly executed by itself and by all its officers, a contract or contracts with said second party, by which the first party and such officers shall obligate themselves for a period of fifteen years after the completion of such purchase, not to engage or be or become interested, directly or indirectly, as individuals, partners, shareholders, directors, officers, clerks, agents or employees in the business (other than that of transferee hereunder of the second party) of buying, manufacturing or selling , or any kindred products or any of the by-products of a factory, within a radius of _____ miles of the city of _____].

SEVENTH.—The first party hereby agrees in case of the completion of the purchase of the property embraced in this contract, that it will forthwith, upon demand of the second party, execute or cause to be executed by the first party and all its officers such further instrument or instruments as may be required by the second party for the purpose of carrying out the purposes and provisions of this agreement.

EIGHTH.—In case any difference of opinion shall arise by and between the parties hereto in the interpretation and carrying out of this instrument, or any of its provisions, then and in that event such difference shall be determined by three appraisers; each of the parties hereto to appoint one appraiser and the other two so chosen to select a third appraiser. The award of a majority of such appraisers shall be binding and conclusive upon the parties hereto; that appointment of such appraisers by the respective parties hereto shall be made by each of said parties within ten days after receiving notice from the other of said parties to make such appointment. The failure of either of the parties hereto to appoint such appraiser shall authorize the other of said parties to make an appointment for the one so in default. The two appraisers chosen shall select a third appraiser within five days after the appointment of the first two appraisers. If the first two appraisers fail, or are unable to, within the time hereinbefore specified, select a third appraiser, then any judge of any court of record in _____, upon application made by either of the parties hereto for the purpose, is hereby

authorized and empowered to appoint such third appraiser. The award to be made by the appraisers hereunder shall be made within fourteen days of the appointment of the third appraiser.

NINTH.—It is expressly understood and agreed that this instrument may be transferred and assigned by the second party and that when so transferred and assigned this instrument and all of its parts and provisions shall inure to the benefit and shall run in favour of and be obligatory upon such transferee, to the same purport and effect as though such transferee had originally been made the second party hereto. In case of such transfer and assignment by the second party, all of its rights, as well as obligations hereunder, whatever the same may be, shall forthwith cease and terminate.

In witness whereof, the party of the first part has duly caused this instrument to be signed and sealed by its proper officers and attested under its corporate seal, the day, date and place first above written.

ANOTHER FORM.

MEMORANDUM OF AGREEMENT AND OPTION made and entered
into this day of , 19

BETWEEN :

hereinafter called "the Grantor,"
Party of the First Part,

AND

Trusts Corporation, hereinafter called
"the Trust Company,"
Party of the Second Part.

WITNESSETH :

1. That for One dollar (\$1.00), and other good and valuable consideration paid and given by the Trust Company to the Grantor, receipt whereof is hereby acknowledged, the Grantor hereby gives and grants to the Trust Company the sole and exclusive option to purchase the entire business, property and undertaking of the said Grantor, including, but without limiting, the generality of the foregoing, all the freehold and leasehold properties, chattels, good will, factory sites, and factories thereon, plant, machinery and equipment, licenses, trade rights and

secrets, trade marks, brands, patents and inventions, with all appurtenances thereto owned or controlled by the said Grantor or used in connection with the said business (excepting only cash on hand, open accounts and bills receivable which shall be retained by the said Grantor). All the said property to be delivered free and clear of all liens, charges, encumbrances, taxes and assessments or other liabilities whatsoever.

2. The purchase price or consideration payable in case the Trust Company shall exercise the present option, shall be the sum of _____, in addition to the inventory value of raw materials and stock on hand at the time of the transfer, such value to be based on existing market prices at date of exercise of option [or as the case may be] and to be ascertained by the certificate of _____.

3. The present option shall be irrevocable by the Grantor, and may be exercised by the Trust Company or its assigns at any time on or before the _____ day of _____. The said option may be exercised by the said Trust Company by sending a notice in writing, addressed to the Grantor at _____, and upon receipt of such notice the Grantor shall forthwith proceed to complete the transfer of the property to the Trust Company, or its assigns, with the least possible delay, and in any event, not later than 35 days from the date of exercise of option, unless the Trust Company agrees in writing to an extension. Payment to the Grantor shall be made on the transfer of the property to the Trust Company.

4. The Grantor undertakes and agrees forthwith on the execution of the present agreement to deliver to the Trust Company a statement or balance sheet, showing the position of its affairs as at the 31st day of December, 1918, and also to furnish the Trust Company with a duly audited statement of its yearly earnings for the years 1911, 1912 and 1913. It is also understood and agreed that the Trust Company, or its duly appointed representatives, shall be allowed to view and examine the plant, properties, stock on hand, and other assets of the Grantor, and the Grantor agrees to give to the Trust Company any information which it may require in connection with the property or business.

5. The Trust Company shall have 30 days from the exercising of this option to examine the title to the assets of the Grantor, the subject matter of this option, and if within that

time it shall furnish the Grantor in writing with any valid objection to the title, which the Grantor shall be unable or unwilling to remove, and which the Trust Company will not waive, this agreement shall be null and void, and neither party shall be entitled to claim any damages from the other party for non-completion of the purchase.

6. The rights of the Trust Company under the present Agreement may be transferred or assigned to any individual, firm or corporation, incorporated or to be incorporated, and upon such assignment and upon giving notice thereof in writing to the Grantor at the address mentioned in paragraph three (3) hereof, this Agreement and all its parts and provisions shall inure to the benefit of and be obligatory upon such transferee, and the Trust Company shall be released and discharged from all liability hereunder to the same extent as though such transferee had originally been a party to this Agreement in the place of the said Trust Company.

7. Time shall be of the essence of this Agreement.

[8. On the exercise of this option the Trust Company shall be entitled to production of a certified copy of a by-law of the Grantor (if a corporation), authorizing the execution and delivery of this Agreement, and purporting to be ratified by the shareholders in manner required by law.]

9. It is understood and agreed, that in executing the present Agreement, the Trust Company assumes no responsibility or liability whatsoever to purchase the said property or otherwise, and that in case the said Trust Company or its assigns shall fail to give the notice referred to in paragraph three (3) hereof, this Agreement shall, at the expiry of the delay herein provided, be and become absolutely null, void and of no effect, and the parties released from all obligations contracted hereunder to the same extent as if these presents had not been executed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

WITNESS:

OPTION to Purchase Concession.

An Agreement made the _____ day of _____, between The _____ Company, Limited (hereinafter called "the Company,") of the one part, and _____, of _____ and _____, of _____ herein-after called "the Purchasers,") of the other part: WHEREBY IT IS AGREED as follows:—

1. The Purchasers or their assigns shall have the option of purchasing the concession set forth in the schedule hereto, and all the interests of the Company therein.

2. The said option shall be exercisable either by the purchasers or their assigns, by notice in writing to the Company at any time within two calendar months from the date hereof, and if the Purchasers or their assigns shall exercise the said option the Company shall sell, and the Purchasers or their assigns shall purchase the said concession on the terms herein-after expressed; and if the said option is exercised by the assigns of the Purchasers, then and in such case, the Purchasers shall not be in any way liable hereunder.

3. The consideration for the said sale shall be the sum of \$100,000.

4. Should the Purchasers or their assigns exercise the said option, the Company will, if required by the Purchasers or their assigns, accept paid up shares in a company (hereinafter called "the new company"), forming _____ per cent. of its capital, and not less in par value than \$100,000, in satisfaction of the said sum of \$100,000, provided—

(a) That the New Company is incorporated under the Ontario Companies Act.

(b) That the authorized capital of the Company does not exceed \$ _____.

(c) That the new company has a working capital of \$ _____.

(d) That the Purchasers shall have exercised the option given them by clause 1 of this Agreement, and shall have resold the concession to the new company, or in the alternative that the new Company as the assigns of the Purchasers, shall have exercised the said option.

5. Until the time for completion hereinafter mentioned, or up to the expiration of the said period of two calendar months in case the said option shall have been previously exercised, the Company shall comply with all the terms of the said concession, and keep the same from becoming forfeited or void.

6. If the Purchasers or their assigns should exercise the said option, the purchase shall be completed as soon as possible thereafter, and before the _____ day of _____, A.D. 19____, when possession of the land comprised in the said concession shall be given to the Purchasers or their assigns, as the case may be, and the Company shall execute and do all assurances and things for vesting the said concessions, and all its interests therein in the Purchasers or their assigns, and thereupon the said consideration shall be paid or satisfied, and possession shall, as soon as conveniently may be, be given to the Purchasers or their assigns.

7. Should the said option be exercised, the Purchasers or their assigns shall, before the time hereinbefore fixed for completion, appoint some competent agent in _____, or send out such person there, to examine and report on the title to the said concession, and to certify to the transfer thereof, and a telegram from such agent, stating that the title is satisfactory and that the transfer is complete, shall be sufficient evidence of the facts.

8. The consideration for the said option shall be the sum of \$1,000 cash, to be paid by the Purchasers immediately on the execution hereof, and the said sum shall be retained by the Company, whether the said option shall or shall not be exercised, and shall not in any case be treated as paid on account of the said purchase consideration.

9. Should the said agent not report as to the title to the said concession to the satisfaction of the Purchasers or their assigns before the _____ day of _____, 19____, the Purchasers or their assigns may, at any time thereafter, before the completion of the said purchase, by notice in writing to the Company, annul the sale; and if the said purchase consideration shall not be paid or satisfied at the time and in the manner aforesaid, then, and in any such case, the Company may at any time afterwards, by notice in writing to the Purchasers or their assigns, as the case may require, annul the sale.

10. If the sale is annulled under clause 9 hereof by the Purchasers or their assigns, the Company shall repay to the Purchasers the said sum of \$1,000; but if such annulment is made by the Company, neither party shall have any claim against the other for expenses, damages or otherwise.

11. A notice hereunder may be served on each of the Purchasers by sending the same through the post, addressed to him at his address above mentioned, and on the Company addressed to it at its head office, and shall be deemed to be served at the expiration of twenty-four hours after the same is posted in Toronto.

IN WITNESS, ETC.

OPTION of Mining Property to Company.

AGREEMENT made the _____ day of _____ 191.

BETWEEN:

_____ Gentleman, and
both of the City of _____, in the County of _____,
(hereinafter called the "Vendors")

OF THE FIRST PART;

and

THE _____, LIMITED, a corporation organized under the laws of the Province of Ontario, (hereinafter called the "Purchaser")

OF THE SECOND PART:

WHEREAS the Vendors are the owners free of incumbrances of the mining properties hereinafter described;

AND WHEREAS the Vendors have agreed to grant to the Purchaser the sole and exclusive option to purchase the said mining properties on the terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and of the sum of _____ dollars (_____), (the receipt whereof is hereby acknowledged), the Vendors hereby give and grant

to the Purchaser, or its nominee, the sole and exclusive option to purchase free from any incumbrances upon the terms hereinafter set forth the following mining properties, situate in the Mining Division of Cobalt, viz.,

[Here insert description.]

1. The purchase price for the above mentioned properties shall be the sum of thousand dollars, subject to adjustment as hereinafter mentioned.

2. This option shall be irrevocable by the Vendors and shall be exercisable by the Purchaser by notice in writing to the Vendors at any time before the day of 191 . The notice of exercising this option may be served on the vendors personally, or by letter mailed, postage prepaid, addressed to the Vendors in care of

 Street West, Toronto, Canada, and shall be deemed to be served on the expiration of forty-eight hours after the same is posted in Rochester, N.Y., or twenty-four hours after the same is posted in Toronto, Ontario. And the Purchaser shall thereupon pay over the balance of the purchase money to , subject to the adjustments herein provided and on doing so shall be entitled to delivery of the transfers of said lands.

3. The Vendors covenant with the Purchaser that they will forthwith execute proper transfers in statutory form of the said mining properties and deposit the said transfers with the firm of with any other title papers they may have in their possession, with instructions to the said firm to hold the same in escrow and deliver the same to the Purchaser on the exercising of the option by the Purchaser and payment of the purchase money. And the Purchaser shall have thirty days after the execution of this agreement to satisfy itself as to the title of the Vendors, and the sufficiency of such transfers, and save as to any objections made in writing to the Vendors or their solicitors, within such time, shall be taken to have accepted the same. In the event of the Purchaser signifying its desire that the transfer should be made in the name of a nominee the Vendors shall cause the transfer to be amended by insertion of the name of the said nominee, and re-executed.

4. The Purchaser shall be entitled to possession of the said mining properties from the date hereof, and thereafter during the currency of this option, together with all machinery and equipment on the said mining properties, free from all liens, charges, or incumbrances, and may from time to time prospect, do development work on, and may mine and extract ore from the said mining properties, or any of them, and sell or otherwise dispose of such ore and metals. And provided that the Vendors, their agents or servants, shall have access to the properties and the workings thereof during the currency of this option at reasonable times from time to time on first making application from time to time to the Purchasers in that behalf. The Purchaser shall keep an account of all ore or metals sold or disposed of, and the net moneys realized from such sale or disposition, (after deduction of expenses of development and mining work on the property from which the ore and other metals are obtained, together with the actual cost of extraction, refining and marketing the said ore and other metals), shall be adjusted in favour of the Vendors at the time of exercising the option in respect of the property or properties from which said ore or metals were taken, or in the event of the option not being exercised, such net proceeds shall be paid to the Vendors without interest on the expiration of this option. It is understood and agreed that the Purchaser shall not be bound to sell or dispose of said ore or metals, in which event the same shall remain the property of the Vendors.

5. The Vendors shall during the currency of this option pay all taxes, rates, assessments, or other like charges in connection with the said properties, and unearned fire insurance premiums, taxes, rates, assessments, and other current charges shall be proportioned and allowed to the Purchaser as of the date of the exercising of the option. Proceeds arising from ore or minerals sold or disposed of by the Purchaser during the currency of this option shall likewise be adjusted as aforesaid. The sum of _____ dollars (_____) payable by the Purchaser in consideration of the granting of this option, shall, in the event of the same being exercised, be applied in the adjustments on account of the purchase price.

6. It is understood and agreed that the Purchaser may at any time during the currency of this option by notice to the

Vendors, given in the manner aforesaid rescind this agreement, and the aforesaid payment of _____ dollars (_____) shall thereupon be retained by the Vendors as liquidated damages. Provided that neither the signing of this agreement, nor the payment of any moneys thereunder, nor the performance of any work on the said properties or any of them, shall bind the Purchaser to exercise this option, but it shall always be at liberty to cancel and rescind this agreement as aforesaid, and upon such cancellation, shall not be liable or responsible for any further payments, nor for any damages for failure to exercise the said option in respect of any of the above mentioned properties.

7. On the termination of this option by the effluxion of time, or otherwise, the Vendors may forthwith re-possess themselves of the property. Provided that the Purchaser shall be at liberty within thirty days from the date of such termination to remove any plant or fixtures brought by the Purchaser on said property, but in default of doing so within the time mentioned all such plant and fixtures shall become the property of the Vendors.

8. Time shall be the essence of this agreement.

THIS AGREEMENT and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as fully and effectually as if the same had been expressly mentioned therein.

IN WITNESS WHEREOF the Vendors have hereunto set their hands and seals and the Purchaser has caused its corporate seal to be affixed, attested by the hands of its proper officers in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

[Seal.]

THE

LIMITED.

.....
President.

.....
Secretary.

POOLING AGREEMENT.

WE, THE UNDERSIGNED SHAREHOLDERS of the Company, Limited, being the holders of the number of shares set opposite our respective names, believing it to be in our interest as such shareholders to pool our stock with _____ of the City of Toronto, in the County of York, as a Trustee, for the time and on the terms hereinafter mentioned, do hereby respectively agree the one with the other and others, and with the said Trustee as follows:—

1. We will respectively transfer, or cause to be transferred, to _____, as Trustee, the number of shares in the capital stock of the said _____ Company, Limited, set opposite our names, to be held by the Trustee until the 1st day of January, 19 _____, or until this pool is sooner dissolved by the consent of _____, subject to the provisions and terms below mentioned.

2. Any of the undersigned who are now directors of the _____ Company, Limited, may retain the necessary qualification shares as Director, and any of the undersigned who may hereinafter be appointed Directors of the said Company shall be entitled to receive from the Trustee a re-transfer of the necessary qualification share, but all such qualification shares if received from the pool Trustee, shall be held unsold and undisposed of until the expiration of the time above limited.

3. The shares herein referred to may be assigned by the holders thereof, and the assignee to whom the said shares are assigned shall thereupon be subject to all the provisions of this agreement, so far as it relates to such shares, and shall be entitled to all the benefits thereof. The transfer of any shares in the pool shall be made by instrument in writing in the usual common form, and shall be signed both by the transferor and by the transferee. Until the registration of the transfer, the transferor shall be deemed to remain the holder of the share. The instrument of transfer must be delivered to the Trustee, accompanied by the certificate relating to the shares comprising the same, and such other evidence as the Trustee may require to prove the title of the transferor.

4. The pool Trustee may issue certificates in a form to be agreed upon, evidencing the holdings in the said pool.

5. At all meetings of the shareholders of the Company, Limited, the Trustee shall vote the shares transferred to him, or it, by the undersigned, respectively, in accordance with the directions of _____, or may give a proxy to _____ for that purpose, subject to the following;— That no sale or bonding of the undertaking be carried out by the Directors without the consent of a majority in value of the shareholders signing this agreement first having been obtained, and that on any such resolution or by-law being brought before the shareholders for confirmation, the Trustee of the pool shall give to each shareholder a proxy entitling him to vote his own shares on such resolution or by-law.

6. The Trustee may resign on notice to the parties interested for the time being under this agreement, and the statutory power of appointing a new trustee or trustees shall apply to this agreement and be vested in _____.

7. Upon the expiration of the period mentioned in paragraph number one hereof, the Trustee shall re-transfer to the undersigned respectively, or to the persons entitled in that behalf, the respective shares transferred to or held by the Trustee under the terms of this agreement.

8. In case any dividends are or may be paid to the Trustee by the said Company on the shares held by the Trustee, the Trustee shall divide the same *pro rata* among the several persons for the time being beneficially entitled to the pooled shares according to their respective holdings.

9. The Trustee shall be indemnified out of the trust premises against all expenses and liabilities incurred in relation thereto, and he shall have a lien for such indemnity on the pooled shares and all moneys arising therefrom.

Dated this _____ day of January, A.D. 19 _____.

| SIGNATURES. | NUMBER OF SHARES. |
|-------------|-------------------|
| | |
| | |
| | |
| | |

POOLING AGREEMENT (Another Form.)

AN AGREEMENT made the _____ day of _____, 19 ____

BETWEEN :

_____ and _____, both of the City
of _____, in the State of New, York, Capitalists,
Of the First Part;

THE _____ MINES COMPANY, LIMITED,
incorporated under the laws of the Province of Ontario,
Of the Second Part,

and
hereinafter called the "Trustee,"
Of the Third Part.

WHEREAS the parties hereto of the first and second parts are entitled to fully paid-up shares in the capital stock of _____ Mines, Limited, as follows: The parties of the first part to 1,333,334 shares, and the parties of the second part to 666,666 shares.

AND WHEREAS the parties hereto of the first and second parts have agreed that it is advantageous that their shares should be pooled for the purposes and in the manner hereinafter expressed.

NOW IT IS HEREBY AGREED AS FOLLOWS:—

1. The parties of the first and second parts do hereby sell, assign, transfer and set over unto the Trustee all their fully paid shares in the capital stock of The _____ Mines, Limited, to be sold by the Trustee at the prices and on the terms and conditions and in such amounts and proportions as may be ordered by a majority of the Directors of The _____ Mines, Limited. The proceeds of such sale or sales, after deducting the reasonable expenses of the Trustee in making such sale or sales, shall be turned over to the parties of the first and second parts in the proportion of two to the parties of the first part to one to the parties of the second part.

2. The Trustee hereby agrees to deliver to the parties of the first and second parts respectively, or to their nominees or appointees, proxies upon which to vote the said shares according to their respective holdings as hereinbefore set forth at all meetings of shareholders of the said The _____ Mines, Limited,

3. In case any dividends are or may be paid to the Trustee by the said Company on the shares held by the Trustee, the Trustee shall divide the same *pro rata* among the said parties of the first and second parts according to their respective holdings.

4. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties of the first and second parts, and the shares herein referred to may be assigned by the parties of the first and second parts, and the assignee to whom the said shares are so assigned shall thereupon be subject to all the provisions of this agreement so far as it relates to the shares, and shall be entitled to all the benefits hereof.

5. This agreement shall remain in force until after the sum of One Hundred Thousand Dollars (\$100,000) of the treasury stock of The _____ Mines, Limited, has been sold, and until sufficient of the shares hereby pooled have been sold to realize the sum of Six Hundred Thousand Dollars (\$600,000), and thereupon or at the expiration of one year from the date hereof, whichever shall last happen, the trust hereby created shall cease and determine, and the Trustee shall re-assign and transfer to the parties of the first and second parts *pro rata*, according to their respective holdings, the shares then remaining unsold, together with any proceeds of sale or dividends which shall not theretofore have been paid over to the parties entitled thereto as hereinbefore provided.

6. The Trustee shall apply all moneys received by him under these presents in or towards paying all costs, charges and expenses incurred by him in relation to the trusts hereof, and shall from time to time as and whenever the surplus in hand is sufficient, apply such surplus in paying to the holders of shares in the pool a rateable dividend.

7. The holder of a share in the pool may transfer the same by instrument in writing in the usual common form which shall be signed both by the transferor and by the transferee. Until the registration of the transfer by the Trustee, the transferor shall be deemed to remain the holder of the share. The instrument of transfer must be delivered to the Trustee, accompanied by the certificate relating to the shares comprising the same, and such other evidence as the Trustee may require to prove the title of the transferor.

8. The Trustee shall be entitled as remuneration for his trouble in executing the trusts hereof to be remunerated at the rate of the sum of _____ dollars per annum.

9. The Trustee shall be indemnified out of the trust premises against all expense and liabilities incurred in relation hereto, and he shall have a lien for such indemnity on the pooled shares and all moneys arising therefrom.

10. The holders of three-quarters of the shares in the pool may by writing under their hands assent to any modification of the rights hereby conferred on the holders of shares in the pool, and such assent shall be binding on all the holders of shares in the pool, and they shall all be bound to give effect thereto.

IN WITNESS WHEREOF the parties hereto of the first and third parts have hereunto set their hands and seals, and the said parties of the second part have hereunto affixed their corporate seal under the hands of their President and Secretary the day and year first above written.

SIGNED, SEALED AND DELIVERED }
in the presence of }

POWER OF ATTORNEY to Prosecute Application for Incorporation.

KNOW ALL MEN BY THESE PRESENTS that we, _____,
of the City of Toronto, in the County of York, Esquire;
of the same place, _____, of the same place,
Esquire; _____ of the same place, Esquire, and
of the same place, Esquire, do and each of us doth hereby
constitute and appoint _____ of the City of Toronto,
in the County of York, Esquire, our and each of our true and
lawful Attorney for us and each of us, and in the name, place,
and stead of us and each of us, and for the sole use and benefit
of us and each of us to carry on and prosecute an application
now pending before the Secretary of State for Canada for the
incorporation of a Company under the name of The
Company, Limited, and in connection with such application
to make all such changes, alterations and amendments,
whether by way of addition, substitution or erasure in the
application now filed, and in all papers connected there-
with as to our said attorney may seem best and generally
to take all such steps in the premises as may appear to him to

be conducive to the attainment of the main purpose hereof; we the said _____ and _____, hereby agreeing and covenanting for ourselves and the heirs, executors and administrators of each of us to allow, ratify and confirm whatsoever our said attorney or his substitute or substitutes shall lawfully do, or cause to be done, in the premises by virtue of these presents.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____, 19 ____.

SIGNED, SEALED AND DELIVERED }
in the presence of _____ }

POWER OF ATTORNEY to Sign Petition for Letters Patent.

Know all men by these presents, that I, _____, of the _____, of _____, in the Province of _____, do hereby nominate, constitute and appoint _____, of the _____ of _____, in the Province of _____, my true and lawful attorney, for me and in my name, place and stead, and for my sole use and benefit, to execute and sign a petition to His Honor the Lieutenant-Governor of the Province of Ontario, for the incorporation by Letters Patent, under the Great Seal of _____, of The _____ Company, Limited (*set out briefly objects, capitalization, etc., or refer to prospectus*), and to sign and execute all such papers and documents, excepting the stock book which I have already signed, as are requisite and necessary for procuring such incorporation, and to do for me and in my name and stead and as my acts, all and every such other thing which may be necessary and requisite for procuring such incorporation.

And for all and every of the purposes aforesaid, I do hereby give and grant to _____, my said attorney, full and absolute power and authority to do and execute all acts, deeds, matters, and things necessary to be done in and about the premises, and also full power and authority for _____, my said attorney, to appoint a substitute or substitutes, and such substitution at pleasure to revoke; I hereby ratifying and con-

firming, and agreeing to ratify, confirm and allow all and whatsoever my said attorney shall lawfully do, or cause to be done, in the premises by virtue hereof.

IN WITNESS WHEREOF, ETC.

[Seal.]

POWER OF ATTORNEY to Subscribe for Shares, etc.

KNOW ALL MEN BY THESE PRESENTS, that I, _____, of the _____, of _____, in the _____, of _____, do hereby appoint _____ of the _____ of _____, my true and lawful attorney, for me and in my name and stead and in my behalf, and for my sole and exclusive use and benefit, to subscribe for _____ shares of the par value of _____ dollars each, in the capital stock of the proposed The _____ Company, Limited, and also for me and in my name, and as my act and deed, to execute and do all such assurances, deeds, covenants and things as may be requisite or necessary in obtaining letters patent incorporating said company.

And I do hereby grant full power to my said attorney to substitute and appoint one or more attorney or attorneys under him, with the same or more limited powers, and others to appoint.

I, the said _____, hereby agreeing and covenanting for myself, my heirs, executors and administrators, to allow, ratify and confirm whatsoever my said attorney, or his substitute or substitutes, shall do or cause to be done in the premises, by virtue of these presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these presents, and the time of such decease or revocation becoming known to my said attorney, or such substitute or substitutes.

As witness my hand, etc.

[Seal.]

POWER OF ATTORNEY to Transfer Stock.

KNOW ALL MEN BY THESE PRESENTS, that I, _____, do make, constitute and appoint _____, of _____, my true and lawful attorney, for me and in my name and on my behalf, to sell, assign and transfer _____ shares in the capital

of the _____ Company, Limited, belonging to me, and to receive the consideration money, and to give a receipt or receipts for the same, and generally to do all lawful acts requisite for effecting the premises, hereby ratifying and confirming all that my said attorney shall do therein.

It witness whereof, I have hereunto set my hand and seal at _____ this _____ day of _____, 19 _____.

SIGNED AND SEALED in the }
presence of _____ }

[Seal.]

POWER OF ATTORNEY to Accept Stock.

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____, do make, constitute and appoint _____ true and lawful attorney (with power of substitution) _____ for me in _____ name and on _____ behalf, to accept the transfer or transfers made unto _____ of _____ shares in the capital stock of the _____ Company, Limited, and generally to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that _____ said attorney shall do therein by virtue hereof.

* In witness whereof I have hereunto set my hand and seal at _____ this _____ day of _____, 19 _____.

SIGNED AND SEALED in the }
presence of _____ }

[Seal.]

POWER OF ATTORNEY to Receive Dividends.

KNOW ALL MEN BY THESE PRESENTS, that I, _____, of _____, do constitute and appoint _____, of _____, my true and lawful attorney to receive from the _____ of The _____ Limited, the dividend or dividends now due to me (or accruing due or which may hereafter be declared) on all stock standing in my name on the books of the said company, and to give my receipt for the same; hereby ratifying and confirming all that by him may lawfully be done by virtue hereof in the premises.

In witness whereof, etc.

[Seal.]

POWER OF ATTORNEY to Agent of Company.

KNOW ALL MEN BY THESE PRESENTS that Corporation Limited, a corporation having its head office at the City of Toronto, in the County of York (hereinafter referred to as "the Company"), hereby appoint _____ of the _____, to be its attorney for all and every of the following purposes, that is to say:—

1. Either in the name of the Company or in his own name to sell, purchase or deal in or negotiate, arrange or place orders for the sale, purchase or dealing in live and dead stock, provisions, foodstuffs, produce, manufactured goods or material or other articles, and all kinds and descriptions of goods, wares and merchandise on such terms and subject to such conditions and stipulations as to growth, manufacture, preparation for market, trade or use, delivery, payment or otherwise as he may think fit.

2. To arrange any terms of credit, deferred payments or other methods of payment, discount or drawback for or in relation to any articles and things dealt with by him under the powers hereof.

3. To negotiate, arrange or place, or participate in negotiation, arrangement or placing of any debentures, debenture stock, bonds, obligations or other securities, obligations or promises for the payment of money.

4. On the Company's behalf to sell, purchase, pledge, hold, negotiate, place, subscribe for, draw, accept, endorse or otherwise deal in any shares, stocks, debentures, debenture stock, mortgages, bonds, obligations, bills of exchange, promissory notes, cheques and other securities and mercantile and negotiable instruments or documents.

5. On the Company's behalf to guarantee, back, endorse or become liable for the payment of moneys or performance of any covenants and obligations by the Company and any other person, firm, company or corporation.

6. On behalf of the Company to do all and any of the above things, either solely or jointly with other persons, firms, companies or corporations either on terms of equal or unequal shares of profits and losses.

7. For all or any of the purposes aforesaid, and for the purpose of effectively carrying out his duties as the Company's attorney to employ counsel, solicitors, brokers, factors, agents and advisers for all purposes on such terms as to employment, dismissal and remuneration as he may think fit.

8. IT IS HEREBY DECLARED that the said _____ shall at all times be entitled to delegate all or any of the powers hereby conferred upon him, and to remove from time to time any person or persons to whom he may so delegate any such powers, and to appoint another or others in his or their stead.

9. The Company hereby covenants with the said _____ that whatever he may do in or about the premises, the Company will ratify and confirm, and that this power of attorney shall be irrevocable for the period of three calendar months from the date hereof.

10. IT IS ALSO HEREBY DECLARED that all costs, charges and expenses properly authorized and incurred by the said _____ shall be a first charge upon all moneys and property of the Company coming to his hands.

IN WITNESS whereof the Company hereunto has caused its common seal to be affixed this _____ day of _____, one thousand nine hundred and nineteen.

The Common Seal of the _____ Cor-
poration, Limited, was hereto affixed }
in the presence of :

.....
President.

.....
Secretary.

COUNTY OF YORK, { I, _____, of the City of
To WIT: { Toronto, in the County of York, make
oath and say:

1. That I was personally present with _____, and
of _____ the President and Secretary respectively
said Company was affixed to the hereunto annexed instrument,

and that at the same time the said President and Secretary respectively signed at the foot of the said instrument as witnessing the affixing of the said seal.

2. That the said instrument was so executed at Toronto aforesaid in pursuance of a resolution of the Board of Directors of the said Company.

3. That I am the subscribing witness to the said Instrument.

SWORN BEFORE ME at the
 City of Toronto in the
 County of York, this
 day of , 19 .

A Commissioner, etc.

BY-LAW Creating Preference Shares with Fixed Cumulative Dividend, Priority as to Capital and Equal Voting Rights.

WHEREAS it is deemed advisable that shares of the Capital Stock of the Company, each of the shares being of the par value of One Hundred Dollars (\$100), and the total created amount thereof being of the par value of dollars, be created and issued as preference shares, bearing cumulative preferential dividends, and having priority in any division of the assets of the Company as hereinafter set forth.

BE IT THEREFORE ENACTED as a By-law of The Company, Limited, that shares of the Capital Stock of the Company of the aggregate par value of be and the same are hereby declared to be and are created preference shares bearing a first fixed cumulative dividend of seven per centum per annum, payable half-yearly, and the said shares shall be issued and allotted by the directors of the Company as they may direct, and the parties to whom the same shall respectively be issued and allotted, and any subsequent holders thereof, shall be entitled to receive the said dividends, and shall hold the said shares upon the terms following:—

1. The said preference shares shall confer on the holder the right to a fixed cumulative preferential dividend at the rate of seven per centum per annum, on the capital paid up thereon.

2. After the payment to the holders of the said preference shares of the said first fixed cumulative dividend of seven per centum per annum, as aforesaid, they shall not be entitled to any further dividends or to participate further in the profits of the Company.

3. The holders of the said preference shares shall in a winding up have priority as to return of capital and payment of all arrears of dividend, whether declared or not, to the commencement of the said winding-up, over all other shares of the capital for the time being of the Company, and shall not be entitled in such winding-up to participate in the surplus assets of the Company.

4. Nothing herein contained shall oblige the directors of the Company to declare any dividend in any particular year, or interfere with any discretion exercisable by them respecting payment of dividends, and no interest shall be payable on any dividend on preference shares unless and until such dividend has been declared.

5. The said preference shares shall confer on the holder thereof the same right to vote, either in person or by proxy, at any meeting of the shareholders as is enjoyed by the holders of the ordinary shares of the Company.

ANOTHER FORM with Special Provisions.

THE

COMPANY, LIMITED.

WHEREAS it is deemed advisable that _____ shares of the capital stock of the Company, each of said shares to be of the par value of \$ _____, and the total created amount thereof being of the par value of \$ _____, be created and issued as preference shares having fixed cumulative preferential dividends, and having priority in any division of the assets of the Company to the extent of their repayment in full at par together with any dividends thereon then accrued due and remaining unpaid, but conferring no right to any further participation in profits or assets, together with other rights as hereinafter set forth:

NOW THEREFORE IT IS ENACTED as a by-law of the Company, Limited, that _____ shares of the capital stock of the Company, each of the said shares being of the par value of \$100, and the total created amount thereof being of the par value of \$ _____, be and the same are hereby declared to be and are created preference shares bearing a first fixed cumulative dividend of _____ per cent. per annum, payable half yearly, as hereinafter provided, and the same shall be issued and allotted by the Directors of the Company as they may direct, and the parties to whom the same shall respectively be issued and allotted, and any subsequent holders thereof, shall be entitled to receive the said dividends, and shall hold the said shares upon the terms following:

1. The issue of preference shares herein provided for shall become and remain a lien upon the assets of the Company superior to any claim or claims belonging to the ordinary or common shares or to the holders thereof, so that on any dissolution or winding-up of the Company or liquidation of its business and assets, or on any division of capital or assets of the Company among the shareholders thereof, the holders of the preference shares as between themselves and the holders of the common shares, and before the holders of the common shares receive anything shall be entitled to payment for their shares in full at par and no more; and shall as between themselves and the holders of the ordinary or common shares have the standing of creditors of the Company whose claims shall be paid after satisfaction of all other indebtedness of the Company and in preference and priority to any payments to the holders of the ordinary or common shares thereof for or on account of the same but only out of the assets of the Company, and subject to the prior rights of all other creditors to be first paid in full.

2. The said fixed dividends of _____ per cent. shall be payable only out of the net profits of the Company, but they shall be cumulative dividends; that is to say, if not earned and paid as the same are payable in any half year, or if not fully earned and paid in such half-year, the amount of such dividend or portion thereof remaining unpaid from time to time shall be paid out of the first net profits of the Company accumulated or earned thereafter, and no dividend shall be declared or paid on the common shares of the Company until after payment in full of all such dividends at the said rate of _____ per cent. per annum then payable on the preference shares; but in case any dividend on such

preference shares, or any part thereof, is not paid when due and payable as aforesaid, owing to lack of profits sufficient therefor, the amount so payable and not paid shall bear no interest.

3. For the better securing of the said preference shares, and of the said first fixed cumulative dividend thereon as hereinbefore set forth, there shall be set aside annually out of the net earnings or profits of the Company, after the payment of such preference dividend, and before the holders of the ordinary or common shares participate therein, a sum of not less than dollars (\$), nor more than dollars (\$), which shall be transferred or carried to a reserve account, which may be used or invested by the Company as may be from time to time directed by the Board of Directors, but shall not be used in the payment of dividends upon the ordinary or common shares, and such annual transfer shall be continued until the amount of such reserve account shall reach the sum of dollars (\$), at which sum it shall be maintained.

4. If in any half year the net profits of the Company shall not be sufficient to pay in full the preference dividend at the rate of per cent., such sums as may be required in order to pay in full the said dividend upon the preference shares shall be paid out of the said reserve fund and in the event of the said reserve fund being so drawn upon at any time it shall in the manner hereinbefore provided be restored until it shall again reach the full amount of dollars (\$), as hereinbefore provided.

5. After the payment to the holders of the preference shares of the said first fixed cumulative dividend of per cent., as aforesaid, they shall not be entitled to any further dividend, or to participate further in the profits of the Company, and after payment of such dividend, (and setting aside the amount required for creating and maintaining the said reserve account), the holders of the ordinary or common shares of the Company shall be entitled in any year, or otherwise, as the directors of the Company may direct, to a *pro rata* division of the balance of the net or surplus earnings of the company as a dividend upon their holdings of such ordinary or common shares.

6. The holders of the preference shares hereby created shall be represented upon the Board of Directors of the Company by one director out of the total number of five composing such Board, and shall at the annual general meeting of the Company in

each year be entitled to elect one director to represent them as aforesaid, upon whose election the holders of the ordinary or common shares of the Company shall have no right to vote. If during two successive years, the first fixed dividend of per cent. per annum upon the preference shares as hereinbefore provided be not paid thereon, then and in that event the holders of such preference shares shall be entitled to elect a majority of the Board of Directors; and such power to elect a majority of the Board of Directors shall remain vested in the holders of the preference shares until the said first fixed cumulative preference dividend shall have been fully paid as hereinbefore provided.

7. Save as hereinbefore expressly provided, the said preference shares shall not confer on the holders thereof the right to vote, either in person or by proxy, at any general meeting of the Company, unless such meeting is convened for winding-up or for the purpose of considering any proposition to sell the undertaking of the Company, or to create any further issue of preference shares.

**ANOTHER FORM Providing for Confirmation by
Supplementary Letters Patent and Creating an
Issue of Non-cumulative Participating Preference
Shares.**

By-law of THE

COMPANY, LIMITED.

WHEREAS the Letters Patent of the Company provide that shares of the Capital Stock of the Company, when issued, are to be preference shares entitling the holders thereof to the right to a preferential dividend at the rate of per cent. per annum, and the right in liquidation dissolution or winding-up to payment of capital in priority to the ordinary shares; but shall not confer the right to any further participation in profits or assets, and further providing that the Company may, after five years from the date of payment of the first dividend instalment declared, redeem or buy in for cancellation any and all of the preference shares.

AND WHEREAS it has been agreed by each and every shareholder of the Company, that the terms upon which the preference shares may be issued under the Letters Patent, shall be varied, and that this By-law and the Supplementary Letters

Patent issued pursuant thereto shall govern the rights of the different classes of shareholders.

AND WHEREAS it is deemed advisable that the preference shares of the Capital Stock of the Company be issued and held upon the following terms, instead of the terms heretofore provided.

NOW THEREFORE IT IS ENACTED as a by-law of the Company, Limited, that the shares of the Capital Stock of the Company, of the aggregate par value of created by the charter, be, and the same are hereby declared to be preference shares, bearing a fixed preferential dividend of per cent. per annum, payable quarterly, half-yearly or yearly, as the Directors may determine, as hereinafter provided; and that the same shall be issued and allotted by the Directors of the Company as may be directed by them, and the parties to whom the same shall respectively be issued and allotted and any subsequent holders thereof shall be entitled to receive the said dividends, and shall hold the said shares upon the terms following in lieu of the terms in said charter contained:

The issue of preference shares herein provided for, shall become and remain a lien upon the assets of the Company prior to any claim or claims belonging to the ordinary or common shares, or to the holders thereof; so that on any dissolution or winding-up of the Company, or liquidation of its business and assets, or on any division of capital or assets of the Company among the shareholders thereof, the holders of the preference shares as between themselves and the holders of the common shares, and before the holders of the common shares receive anything, shall be entitled to payment of the amount theretofore paid up on their shares in full at par and no more; and shall as between themselves and the holders of the ordinary or common shares have the standing of creditors of the Company whose claims shall be paid after satisfaction of all other indebtedness of the Company, and in preference and priority to any payments to the holders of the ordinary or common shares of the Company, but subject to the prior rights of creditors to be first paid in full.

The said preference shares shall confer the right to a fixed, preferential, non-cumulative dividend at the rate of per cent. per annum, on the capital paid up thereon, payable only out of the net profits of the Company in each year; and the further right, whenever the surplus profits of any year remaining

after payment of such dividend to the close of that year shall be more than sufficient to pay a dividend for that year at the rate of per cent. per annum on the capital paid up on the ordinary shares to participate rateably with the holders of the ordinary shares in proportion to the capital paid up on such shares, whether preference or ordinary, in any dividend in excess of per cent. that may be declared by the Directors.

That an application be forthwith made to for Supplementary Letters Patent, substituting the provisions hereinbefore contained for all the several provisions now contained in the charter of the Company in relation to its preference shares.

That this by-law be submitted with all due despatch for the sanction of the shareholders of the Company at a general meeting thereof to be called for considering the same.

ANOTHER FORM Providing for Redemption.

That of the authorized capital stock of this Company shares, having a par value of , be and the same are hereby created and set aside as preference shares, to which there shall be attached the special rights, privileges, priorities and conditions following, that is to say:—

1. The said preference shares shall carry the right to a fixed, cumulative, preferential dividend, at the rate of per centum per annum, payable quarterly or half-yearly, as may be determined by the Directors;
2. The said preference shares shall rank both as to dividends and assets and as to the return of capital in priority to the shares of common stock in the Company, but shall not, except as hereinafter provided, confer any further right to participate in profits or assets.
3. That the holders of said preference shares shall have the right to elect two-thirds of the Directors of the Company, and also the right to appoint the Auditors of the Company;
4. That assets having an actual cash selling value to the extent of at least one and one-half times the outstanding preference stock of the Company, shall be accumulated and maintained before any dividends or payments can be distributed or made on

the common stock of the Company; that profits or net income arising from interest or like sources and not from the sale of assets shall be first applied by the directors in payment of dividends on the preference shares at the fixed rate and thereafter, may be applied up to per cent. per annum on the common stock.

5. That the Company shall have the right and power at any time after two years, to redeem or buy in for cancellation, the whole of the outstanding preference stock of the Company, without the consent of the holders thereof, upon repayment out of the assets or capital of the Company of the sum of per share and accumulated dividends for the shares so redeemed or bought in; provided that in the event of the Company not being in a position or not desiring to redeem the whole of the outstanding preference stock of the Company it shall have the right and power to redeem a part thereof without the consent of the holders, in such manner that all the preference shareholders shall be treated alike and their shares redeemed to the same extent, unless in cases where shareholders waive, in writing, their rights in respect of such partial redemption;

6. That this by-law shall be embodied in the Supplementary Letters Patent of this Company.

NOTICE of Special General Meeting of Shareholders to Confirm By-law Creating Preference Shares.

Notice is hereby given that a Special General Meeting of the shareholders of Company, Limited, will be held at the head office of the Company (address) in the City of on the day of , at the hour of o'clock in the noon, for the purpose of considering, and, if thought fit, ratifying a by-law (or any modification thereof) creating an issue of \$ cumulative per cent. preference shares.

DATED at this day of , 19 .

BY ORDER OF THE BOARD.

.....
Secretary.

BY-LAW Creating Cumulative Non-Participating Redeemable Preference Shares with Restricted Voting Rights and other Special Provisions.

Whereas it is deemed advisable that 13,500 shares of the capital stock of The _____ Company, Limited, of the par value of \$1,350,000 be created and issued as preference shares as hereinafter provided, and that the remaining shares of the Company, being 10,000 shares of the par value of \$100 each, shall be and remain ordinary or common shares, such shares being hereinafter referred to as the common shares:

Now therefore it is enacted as a by-law of The Company, Limited, as follows:—Of the authorized capital stock of the Company 13,500 shares of the par value of \$100 each, aggregating a total par value of \$1,350,000, shall be, and the same are hereby declared to be, and are created preference shares, entitling the holders thereof to a first fixed cumulative dividend of seven per centum per annum, payable half-yearly, as hereinafter provided, and the same shall be issued and allotted by the directors of the Company from time to time, as they may direct, and the allottees and any subsequent holders thereof shall respectively be entitled to receive the said dividends, and shall hold the said shares upon the terms following:—

1. The preference shares herein provided for shall become and remain a lien upon the assets of the Company superior to any claim or claims belonging to the ordinary or common shares, or to the holders thereof, so that on any dissolution or winding up of the Company or liquidation of its business and assets, or on any division of capital or assets of the Company among the shareholders thereof, whether voluntary or otherwise, the holders of the preference shares as between themselves and the holders of the common shares, and before the holders of the common shares receive anything, shall be entitled to payment for their shares in full at par and any unpaid dividends accrued and an amount equivalent to a dividend on their shares at the rate aforesaid from the end of the last period for which a dividend shall have been declared down to the date of the Winding-up Order or the date of such division, as the case may be, and no more; and shall, as between themselves and the holders of the ordinary or common shares, have the standing of creditors of the Company whose claims shall be paid after satisfaction of all other indebtedness of the Company, and in preference and priority to any payments to the holders of ordinary or common shares thereof for or on account of the same, but only out of the assets

of the Company and subject to the prior rights of all other creditors to be first paid in full.

2. The said fixed dividends of seven per centum shall be payable half-yearly on the first days of April and October in each year, but shall be payable only out of the net profits of the Company, and shall be cumulative dividends; that is to say, if not earned and paid as the same are payable in any half year, or if not fully earned and paid in such half year, the amount of such dividends or portion thereof remaining unpaid from time to time shall be paid out of the first net profits of the Company accumulated or earned thereafter, and no dividends shall be declared or paid on the common shares of the Company at any time until after payment in full of all such dividends at the rate of seven per centum per annum then due and payable on the preference shares, and after making provision for the proportion of the next half-yearly dividend on the preferred shares then outstanding attributable to the elapsed portion of the current half-yearly dividend term; but in case any dividends on such preference shares or any part thereof are not paid when due and payable as aforesaid, owing to lack of profits sufficient therefor, the amount so payable and not paid shall bear no interest; provided always that nothing in this paragraph contained shall derogate from or affect adversely the right of the holders of preference shares in respect of any guarantee or guarantees which they may be entitled to the benefit of.

3. After the payment to the holders of the preference shares of the said first fixed cumulative dividend of seven per centum as aforesaid, they shall not be entitled to any further dividends or to participate further in the profits of the Company, and after payment of such dividend (including arrears if any) the holders of the common shares of the Company shall be entitled in any year or otherwise, as the directors of the Company may direct, to any dividends declared out of the net or surplus earnings of the Company.

Be it further enacted that the Company shall not set aside any moneys in any year as a reserve for depreciation, betterments or otherwise, or for the purchase or redemption of the shares hereby created or any of them, until a dividend of per centum shall have been declared and paid or set aside in respect of the said 10,000 common shares in such year, but save as aforesaid the discretion of the directors shall not be in any wise controlled or affected as regards the declaration and payment of dividends on such common shares in any year.

4. The capital paid up on the preference shares shall not be liable to cancellation or reduction in respect of loss or depreciation of the assets of the Company, but shall in such case, in preference to the common shares, remain unimpaired.

5. The holders of the said preference shares shall not, so long as the payment of any dividend due thereon is not in arrear for at least sixty days, be entitled to vote at any meeting of the shareholders of the Company, except when convened or held for the purpose of winding-up, appointing a receiver, reconstructing the Company, making an assignment for the benefit of creditors, or otherwise liquidating the affairs of the Company, or for considering any proposition to sell or lease the undertaking of the Company or for the purpose of creating any further preference shares, or to modify or repeal this by-law, in any and all of which cases the holders of the said preference shares shall have equal voting rights *pari passu* with the holders of the ordinary shares of the Company. In the event of the dividend on the said preference shares at any time being in arrear and remaining in arrear for sixty days, then in addition to the voting rights above reserved, the holders of the said preference shares shall have the right and be entitled to vote at any meeting of shareholders of the Company in common with the holders of the ordinary shares thereof, and such additional right shall continue so long as the dividends on the said preference shares shall remain in arrear. Upon satisfaction of such arrears the said right to vote shall cease until such time or times, if any, as further defaults shall occur and continue for sixty days, when the said right to vote shall revive and continue until all sums then in arrear on account of dividends on the said shares shall have been satisfied and so on from time to time.

6. So long as any of the preference shares hereby created shall remain outstanding the Company agrees that it will not authorize or create any other or additional preference shares ranking in priority to or *pari passu* with the preference shares hereby created without the consent and approval of the holders of at least sixty per centum in value of the preference shares of the Company then outstanding at a meeting specially called for the purpose.

The Company also agrees with the holders from time to time of the preference shares hereby created that it will not without the like consent and approval authorize or issue any mortgage upon the assets of the Company, other than a first mortgage thereon made or to be made for a principal sum not exceeding

\$1,000,000 and interest, including in this exception any renewal or refunding arrangement from time to time not involving any increase in the said principal sum, or any bonds, debentures, debenture stock or other securities charged or creating a lien upon the property of the Company.

7. Subject as aforesaid, the Company shall have the right to purchase any of the said preference shares at any price under 110 per cent. in the open market at the market price from holders willing to dispose of the same, and in addition shall have the right and power at any time on any dividend date, to redeem the whole or any part of the outstanding preference shares of the Company, without the consent of the holders thereof, upon payment of the sum of \$110 per share, and accumulated dividends thereon. Redemption shall be made subject to such provisions and regulations, as the directors may from time to time determine, including the determination of the method of drawing by lot where a portion only of the preference shares of the Company is to be redeemed.

8. This by-law shall not be subject to modification or repeal unless such modification or repeal is sanctioned by a vote of the holders of at least 60 per cent. in value of the preference shares of the Company then outstanding at a special general meeting called for the purpose of considering such modification or repeal.

9. Holders of preference shares who are bona fide residents of, or if corporations whose principal offices are situate in the United States of America, and whose registered addresses in the books of the Company are at some place in the said United States of America, shall be entitled to have dividends declared on such preferred shares paid in New York funds at the option of such holders; all other preference share dividends to be payable in Toronto funds only.

PRIVATE COMPANY.

PROVISION FOR RESTRICTION OF TRANSFER OF SHARES.

(1) The transfer of shares of the Company shall be restricted as follows: (a) no shareholder shall have the right to sell or otherwise dispose of any of his shares in the Company unless and until he shall have given at least one month's notice in writing to

the Secretary of the Company of his desire to sell; and the other shareholders of the Company shall have the right, for the said period of one month from the giving of such notice, to purchase such shares or such portion or number of same as they may desire *pro rata* to the number of shares in the Company already held by them, or in such other proportions as they may agree among themselves; (b) The price to be paid for such shares shall be the book value thereof as shown by the last preceding financial statement of the Company as confirmed by the auditors, and in such financial statement no allowance shall be made for goodwill as an asset; (c) In case the said other shareholders fail within said period of one month to purchase said shares, or if they purchase only a part or certain number of said shares, then such shareholder may, within calendar months from the giving of such notice, sell or dispose of the shares referred to in such notice, or such portion of such shares as shall not have been agreed to be purchased by a shareholder or shareholders, to any other person; and (d) The above restrictions upon the sale or other disposal of shares shall be binding also upon the legal personal representatives of a deceased shareholder.

ANOTHER FORM.

No shareholder shall, without the express sanction of the directors to be signified by resolution passed by the Board, transfer his shares.

RESTRICTION on Transfer (Another Form).

Giving Continuing Shareholder Right to Purchase Shares of Retiring Shareholder.

(1) That save as hereinafter provided no shares or interest in the Company shall at any time be transferred to any person not already a shareholder as long as any shareholder is willing to purchase said share or interest at the prescribed price.

(2) That in order to ascertain whether any shareholder is willing to purchase any such share or interest the person, whether a shareholder of the Company or not, proposing to transfer the same hereinafter called "the Retiring Shareholder," shall give notice in writing to the Company that he desires to transfer the same and such notice shall constitute the Company

his agent for the sale of the share or other interest to any shareholder of the Company at the prescribed price.

(3) That if the Company shall within the space of thirty days after such notice find a shareholder desiring to purchase such share or interest hereinafter called the "purchasing shareholder," and shall give notice thereof to the retiring shareholder, he shall be bound at such time within fifteen days thereafter as the Company shall appoint upon payment of the prescribed price to transfer such share or interest to the purchasing shareholder.

(4) That if in any case the retiring shareholder after becoming bound as aforesaid makes default in transferring such share or interest the Company may receive the purchase money, and shall thereupon cause the name of the purchasing shareholder to be entered upon the register as the holder of such share or interest and shall hold the purchase money in trust for the retiring shareholder, his executors, administrators or assigns, and the receipt of the Company for the purchase money shall be a good discharge to the purchasing shareholder, and he shall not be bound to see to the application thereof, and after the name of the purchasing shareholder has been entered in the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person and the purchasing shareholder shall be deemed and taken to be the owner of the said share or interest.

(5) That the prescribed price shall mean the amount paid in on such share or interest plus the proportionate part of the undivided profits, not including contingent fund, shown by the annual balance sheet of the Company next prior to the giving of such notice, provided that if instead of there being undivided profits such balance sheet shews an impairment of capital of the said Company the proportionate part of such impairment shall be deducted from the amount paid in upon such share or interest in ascertaining such prescribed price.

(6) That the Company in all cases of receiving notice of desire to sell any share or interest as aforesaid shall allow the other shareholders the opportunity to take same in proportion to their holdings of shares in the Company, making all necessary adjustments to avoid fractions of shares and for that purpose giving preference in all cases to shareholders who have the larger holdings.

SHARE CERTIFICATE of Private Company.

No. Shares.

MINING COMPANY, LIMITED (Private Company).

(No Personal Liability) (Not Subject to Call.)

Incorporated as a Private Company under "The Ontario Companies Act," and subject to the provisions of Part XI. thereof.

Authorized Capital, \$40,000.00; 40,000 Shares at \$1.00 each.

THIS CERTIFIES THAT _____ is the owner of
fully paid shares of the Capital Stock of

Mining Company, Limited (No Personal Liability),
transferable only on the books of the Company in person, or by
attorney, upon surrender of this Certificate properly endorsed,
and subject to the restrictions set out in the Letters Patent.

IN WITNESS WHEREOF the said Company has caused this Cer-
tificate to be signed by the duly authorized officers thereof, and
the Corporate Seal of the Company to be affixed thereto this
day of _____, 19 .

.....
Secretary......
*President.***PROSPECTUS (Dominion Act).**

A copy of this prospectus has been filed for registration
with the Secretary of State of Canada, as required by section
43-A of the Companies Act Amendment Act, 1917.

Subscription lists will close on or before March 1st, 1919.

THE _____ COMPANY, LIMITED,
(Incorporated under the Companies Act of the Dominion of
Canada).

CAPITALIZATION.

Authorized share capital\$
divided into
Common Shares of the par value of \$100 each.\$
Seven per cent. Cumulative Non-participating
Preference Shares of the par value of \$100 each.\$
Six per cent. First Mortgage Sinking Fund
Gold Bonds\$

The First Mortgage Bonds, and interest thereon, will be secured by a deed of mortgage and trust, etc. (set out short particulars of the security, denominations of bonds, terms of redemption, sinking fund provisions, date of payment of interest, etc.)

The Preference Shares are entitled to a cumulative preferential dividend at the rate of seven per cent. per annum, but not to further participation in the profits of the Company. They also rank for capital in priority to their common shares. (Preference shareholders will be entitled to attend and vote at all meetings).

ISSUE OF

\$ six per cent. First Mortgage Sinking Fund
Gold Bonds at

Payable as follows:—(set out terms of payment).

20,000 seven per cent. Cumulative Non-participating Preference Shares of \$100 each, payable as follows:—

On application \$ per share.

On allotment \$ “

and the balance of \$ per share by call as and when required.

DIRECTORS.

(Names, descriptions and addresses).

BANKERS.

(Name and address).

SOLICITORS.

(Name and address).

BROKERS.

(Name and address).

AUDITORS.

(Name and address).

REGISTRAR AND TRANSFER AGENT OF SHARES.

(Name and address).

SECRETARY.

(Name).

HEAD OFFICE.

(Address).

Prospectus.

The Company has been formed for the purpose of (here set out particulars of the assets to be acquired and the particular business proposed to be carried on).

(Where the Company is carrying on an established business or is taking over an existing business, set out clause to effect that the accounts of the business have been audited by A. B. & Co., Chartered Accountants, and set out a copy of the auditor's certificate.

If the properties acquired by the Company have been valued, set out valuator's report, stating the amount, if any, that has been included for goodwill.

Estimate of annual profits or statement of average net earnings and reports of experts may also be inserted).

The following information is given to meet the requirements of the Companies Act:—

The contents of the letters patent (and supplementary letters patent, if any) appear on the back thereof, and form a part of the prospectus.

The signatories to the petition for incorporation are (set out names, descriptions and addresses) who have respectively subscribed for one share each.

There are no founders' or management or deferred shares.

The by-laws provide that the qualification of a Director shall be the holding of one share (or as the case may be).

The by-laws contain the following provisions:—(here set out verbatim the provisions of the by-laws as to remuneration of Directors and Managing Director, if any).

The minimum subscription on which the Directors may proceed to allotment is _____ shares (or, the Directors will not proceed to allotment unless the whole of the issue is subscribed for; or, the minimum subscription on which the Directors may proceed to allotment is _____ shares, but they will not proceed to allotment of the bonds unless the whole \$ _____ is subscribed; or, the legal minimum subscription is fixed by the by-laws at _____ shares, but the Directors will not go to allotment unless _____ shares are subscribed).

(If there have been allotments made within the two preceding years, add "The amount offered for subscriptions on each previous allotment made within the two preceding years was _____ shares, and the amount paid on shares so allotted was \$ _____").

(Insert name and address) who is the vendor to and promoter of the Company, has agreed to purchase from _____ Syndicate, Limited, of (insert address) (hereinafter referred to as "the Vendor Syndicate"), the property to be acquired by the Company for the sum of \$ _____ to be satisfied as to \$ _____ in cash, and as to \$ _____ by the allotment and issue of _____ fully paid Preference Shares of \$100 each of the Company.

The said (name of vendor) has fixed the purchase price payable by the Company as the consideration for the transfer to the Company of the property to be acquired from him at the sum of \$ _____ which is to be paid and satisfied as to \$ _____ in cash, and as to \$ _____ by the issue of \$ _____ First Mortgage Bonds of the Company, and as to \$ _____ by the allotment and issue of _____ fully paid Preference Shares of \$100 each of the Company, and as to the balance of \$ _____ by the allotment and issue of _____ fully paid Common Shares of \$100 each of the Company. The price payable to the said (name of vendor) includes the price payable by him to the Vendor Syndicate.

No portion of the purchase money payable as above mentioned is [specifically made] payable for good will (or, the amount of the purchase money payable for good will is \$ _____).

Of the bonds and shares offered for subscription, \$ _____ par value of bonds, _____ preference shares and _____ common shares have been underwritten, the commission payable in respect of such underwriting being _____ per cent. on the bonds, and \$ _____ per share on the preference shares and \$ _____ per share on the common shares.

(The Company will, in addition, pay a brokerage of _____ per cent. on bonds and \$ _____ per preference share, and \$ _____ per common share on allotments to the public made on applications on forms bearing the stamp of brokers or recognized agents).

The preliminary expenses of the Company (exclusive of the underwriting commission above referred to) are estimated at \$ _____ and are payable by the Company (or as the case may be).

The following contracts have been entered into:—(here set out dates and parties to every material contract to which the requirements of section 43B (1) (k) apply).

[Copies of] the above contracts [certificate, reports of Messrs. and draft trust deed] may be inspected at the office of the Company's solicitors, Messrs. (name and address), during usual business hours, until the closing of the subscription lists.

The following Directors are interested in the promotion of, or in the property proposed to be acquired by the Company, and the nature and extent of this interest is as follows:—

The said , one of the Directors, is interested as the vendor to and promoter of the Company, as above stated.

Mr. , another Director, is interested in the property to be acquired by the Company as the registered owner of the said property as Trustee for the Vendor Syndicate, and also as a holder of shares of the Vendor Syndicate, out of a total number of shares issued, and is also a Director of and Manager of the Vendor Syndicate.

Mr. (another of the Directors), assisted the said in the promotion of the Company, and under above agreement dated between and is entitled to receive \$.

(NOTE: The amounts paid to promoters and the interest of Directors are frequently left to be gathered from the material contracts set out in the prospectus, in which case the necessary information must be disclosed in particulars of the contracts themselves).

The rights of voting at meetings of the Company, conferred by the preference and common shares respectively, are as follows:—

(Set out particulars).

Applications for bonds and shares should be made on the accompanying forms, and be sent, together with cheque for deposit, to

Failure to pay any instalment at its due date will render the allotment liable to cancellation, and all previous payments to forfeiture.

If no allotment is made, the deposit will be returned without deduction. Should a smaller amount of bonds and/or preference shares and/or common shares be allotted than is applied

for, the surplus paid on application will be appropriated towards the balance due on allotment.

(Application will be made in due course to have the bonds listed on the _____ Stock Exchange).

Prospectuses and forms of application may be obtained at the _____

The titles to all properties covered by the trust deed have been examined and approved by Messrs. _____, who certify that all the said properties are free and clear of all liens, charges and encumbrances.

(Or the titles, trust deed, bonds and legal matters in connection with this issue have been passed upon and approved by _____, a copy of whose opinion will be furnished on request).

Dated _____ 19 _____ .

(Signatures of all Directors).

NOTE:—The requirements of section 43-B (1) as to the letters patent and supplementary letters patent and the qualification, remuneration, and interest of Directors, the names, descriptions and addresses of Directors and proposed Directors, and the amount or estimated amount of preliminary expenses, do not apply in the case of a prospectus issued more than one year after the date at which the Company commenced business (section 43-B (8)).

Where the prospectus is published as a newspaper advertisement, it is not necessary in the advertisement to specify the contents of the letters patent and supplementary letters patent, the signatories to the petition for incorporation, and the number of shares subscribed for by them.

PROSPECTUS (Ontario Act).

The above form may be used, subject to the following remarks:—

1. The statement that the prospectus has been filed should read, "This prospectus has been filed with the Provincial Secretary before its issue."

2. The contents of the letters patent are not required to be set out.

3. In the statutory information, replace the words, "Signatories to the petition" by the words "the original incorporators."

4. There is no provision dealing with founders' or management or deferred shares.

5. It is necessary to specify the time or times at which, under the by-laws of the Company, a further call or calls may be made upon shares subscribed for.

6. The Ontario Act does not expressly provide, as does the Dominion Act, that the commission payable to sub-underwriters need not be stated.

7. It is not necessary to state, where the Company has shares of more than one class, the right of voting at meetings of the Company conferred by the several classes of shares respectively.

8. Material contracts must be disclosed up to a period of three years before the date of the issue of the prospectus, unless the prospectus is issued more than one year after the date of the first general meeting. In the latter case, the period is two years.

9. The requirements as to the original incorporators and the qualification, remuneration and interest of Directors, and the amount or estimated amount of preliminary expenses, do not apply in the case of a prospectus issued more than one year after the date of the first general meeting.

10. Where the prospectus is published in a newspaper, it is not necessary to specify in the advertisement the name of the original incorporators and the number of shares subscribed for by them.

PROXY.

| | |
|--|--|
| <p>THE I, the undersigned, the County of stock of The appoint failing, ing, and act for me and on my behalf at the annual meeting of the</p> | <p>COMPANY, LIMITED. , of , a shareholder in the capital Company, Limited, do hereby of the City of Toronto, whom of the same place, whom fail- , of the same place, to be my proxy to vote and act for me and on my behalf at the annual meeting of the</p> |
|--|--|

shareholders of the Company, which is to be held on Friday, the 12th day of March, A.D. 1909, and at every adjournment thereof, and at every poll which may respectively take place in consequence thereof.

Dated this _____ day of _____ A.D. 1909.

Signed by the said _____)
 in the presence of _____)

(Seal)

PROXY (Another Form).

I, _____, the undersigned, one of the shareholders of _____ Company, Limited, do hereby appoint _____ and _____, Vice-President and Secretary, respectively, of the Company, and each of them to be my proxies and proxy, and in my absence to vote and to give my assent to or express my dissent from any business, matter or thing, relating to the undertaking of the said

_____ Company, Limited, that is mentioned or proposed at the special general meeting of the shareholders of the said Company to be held on Tuesday, the 5th day of May, 1914, and at all adjournments thereof, in such manner as my said proxies or proxy shall think proper, and to vote upon all shares held by me, and do all acts, matters and things which I might do if personally present and acting.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____ 1914.

WITNESS:

RECEIVERS.

RECEIVER'S BOND.

KNOW ALL MEN BY THESE PRESENTS that we, _____ of the City of Toronto, in the Province of Ontario, Chartered Accountant, and the _____ Guaranty Company, are severally held and firmly bound unto the Accountant of the

Supreme Court of Ontario, his successors and assigns each in the penal sum of thousand dollars to be paid to the said Accountant, his successors and assigns, for which payment well and truly to be made we the said and Guaranty Company, bind ourselves, our heirs, executors, administrators and successors respectively firmly by these presents.

SEALED without seals and dated this day of March, 1919.

WHEREAS by an order made by the Supreme Court of Ontario, dated the day of March, 1919, in an action pending in the said Court between Trusts Corporation and , Limited, defendant. It was ordered that the said upon first giving security to the satisfaction of the Master-in-Chambers, should be and he was appointed receiver and manager on behalf of the plaintiff in the said action, of all the undertaking and property and assets of the defendant Company more particularly set out in a deed of mortgage and trust and supplemental mortgage thereto, dated the , 19 , together with all its present and future properties, rights and assets of whatsoever kind, and wheresoever situate, and all its present and future tolls, income and sources of money, rights, powers, privileges and franchises.

AND WHEREAS the said Master-in-Chambers has approved of the above bounden Guaranty Company as surety, and has also approved of the above written obligation with the underwritten condition as a proper security to be entered into by the said and Guaranty Company pursuant to the said order, and in testimony thereof has signed an allowance in the margin hereof.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bounden , his heirs, executors or administrators, or any of them, do and shall duly and regularly keep and render all accounts which, pursuant to the orders or rules of the said Court in that behalf, ought to be kept and rendered by him as receiver and manager as aforesaid, and shall account for and duly and regularly pay over all and every such sum and sums of money as shall come into his hands on account of his holding the said office at such period and in such manner

as in the said orders or rules of the said Court is directed, or as the said Court or the said Master-in-Chambers shall from time to time direct and shall also in all other respects faithfully fulfil, perform and discharge all the duties of the said office and duly perform the trusts reposed in him in respect thereof as such receiver and manager, and shall in all things observe and perform the orders and directions of the said Court touching or concerning the property of the said defendant Company, then the obligation shall be void; otherwise the same shall be and remain in full force and virtue.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto and particularly by the said Guaranty Company, their successors and assigns, that a certificate under the hand of the said Master-in-Chambers of the amount for which the said _____ is liable as such receiver and manager shall be sufficient evidence against him the said _____ his heirs, executors and administrators, and against the said _____ Guaranty Company, their successors, and all other parties and their respective heirs, executors, administrators and assigns of the liability and indebtedness of the said _____ as such receiver and manager to the amount of the sum stated in such certificate, shall form a valid and binding charge and claim not only against the said _____ as such receiver and manager, his heirs, executors and administrators, but also against the said _____ Guaranty Company and their successors, without it being necessary for the said Accountant or his successors or assigns to first take legal or other proceedings for the recovery thereof, and without any further or other proof being given or any action, suit or other proceedings being taken to enforce this bond against the said _____ Guaranty Company or the said _____, provided always that in taking and allowing the accounts of the said _____ as such receiver and manager due and sufficient notice of the times and places when the said accounts of the said _____ as such receiver are to be taken and allowed, be given to the said _____ Guaranty Company or their successors.

AS WITNESS the hand and seal of the said _____ and the seal of the said _____ Guaranty Company duly attested by the proper officers in that behalf.

Signed, sealed and delivered }
in the presence of }

NOTICE OF MOTION to Appoint Receiver.
IN THE SUPREME COURT OF ONTARIO.

BETWEEN.

TRUSTS CORPORATION,
Plaintiff,

and

WORKS, LIMITED,
Defendant.

TAKE NOTICE that this Court will be moved on behalf of the plaintiff herein at Osgoode Hall, Toronto, on Wednesday, the day of _____, 1919, at the hour of 10.30 o'clock in the forenoon, or so soon thereafter as counsel may be heard, for an order that _____, of the City of Toronto, Esquire, or some other fit and proper person may be appointed receiver and manager on behalf of the plaintiff, as trustee of a certain deed of mortgage and trust made between the defendant and the plaintiff herein and dated the _____ day of October, 19____, and a supplemental mortgage thereto of even date therewith and as the holder of a certain debenture of even date therewith for \$600,000 issued pursuant to and as collateral to said deed of mortgage and trust, of the undertaking, property and assets of the defendant Company, comprised in or subject to the charge created by the aforesaid deed of mortgage and trust, supplemental mortgage thereto and debenture issued by the defendant Company in pursuance of said deed or mortgage and trust now held by the plaintiff, and also to manage and work the business and undertaking of the Company, with all usual directions and with liberty to act forthwith.

AND FURTHER TAKE NOTICE that in support of such motion will be read the affidavit of _____, the writ of summons issued herein and the exhibits referred to in the said affidavit and such other material as counsel may advise.

Dated at Toronto this _____ th day of March, 1919.

.....
Solicitors for the plaintiff.

To

.....
Solicitors for the Defendant.

NOTICE OF APPOINTMENT of Receiver.**(Dominion Companies Act, section 69).**

LIMITED.

To the Secretary of State of Canada.

We, _____ Trusts Corporation of the City of Toronto, hereby give notice that:—

On the _____ day of _____, 1919, we appointed Mr. _____, of the City of Toronto, as receiver of the property of this Company under the powers contained in an Indenture dated the _____ October, 191_____.

(Or, we have obtained an order of the Supreme Court of Ontario, dated _____, 1919 for the appointment of Mr. _____, of Toronto, as receiver and manager of the property of this Company.)

TRUSTS CORPORATION.

by

Dated at Toronto this _____, 1919.

ORDER Appointing Receiver.

IN THE SUPREME COURT OF ONTARIO.

THE HONOURABLE

MR. JUSTICE

day, the _____ day of _____, 19_____.

BETWEEN :

TRUST COMPANY, LIMITED,
Plaintiff;

and

LIMITED,
Defendant.

UPON motion made unto this Court this day by counsel for the plaintiff, in presence of counsel for the defendant, upon hearing read the writ of summons, the affidavits of _____ and _____ filed, and the Indenture of Mortgage therein referred to, and upon hearing what was alleged by counsel afore-

upon the assets of the said Company, and all other the property and effects covered by the said Indenture of Mortgage, and in priority to bonds secured thereby, and that the receiver and manager shall be at liberty to issue his certificates or other charge as security therefor, and that such sum or sums when so advanced or borrowed and expended by the said receiver and manager for the purposes aforesaid shall be allowed him in passing his accounts.

6. AND THIS COURT DOTH FURTHER ORDER that the said receiver and manager shall be at liberty to employ such assistance as may be necessary for the purpose of preserving and successfully realizing the said property, and that any expenditures which, with the direction and approval of this Court, shall be made by him in so doing shall be allowed him in passing his accounts, and shall form a charge on the assets in priority to the claim of the bondholders.

7. AND THIS COURT DOTH FURTHER ORDER that the said receiver and manager do from time to time pass his accounts before the Master-in-Ordinary of this Court, and pay the balances as the said Master shall direct.

8. AND THIS COURT DOTH FURTHER ORDER that liberty be reserved to all or any party or parties interested to apply for such further or other order as they may be advised.

9. AND THIS COURT DOTH FURTHER ORDER that the costs of both parties of this application be taxed and paid out of the proceeds of the mortgaged premises.

ORDER Appointing Receiver—Another Form.

IN THE SUPREME COURT OF ONTARIO.

THE HONOURABLE
MR. JUSTICE

day, the day of , 19 .

BETWEEN :

TRUST COMPANY, LIMITED,
Plaintiff,
and
COMPANY, LIMITED,
Defendant.

Upon Motion made unto this Court this day by counsel for the above named plaintiff, in the presence of counsel for the

above named defendant, upon hearing read the writ of summons herein, the affidavit of _____ filed, and the mortgages or deeds of trust therein referred to, and upon hearing what was alleged by counsel aforesaid, and it appearing that the securities created by the said mortgages or deeds of trust have become enforceable:

1. THIS COURT DOETH APPOINT _____, Esquire, of the City of Toronto, Chartered Accountant, receiver on behalf of the plaintiff, and holders of the Five Per Cent. First Mortgage Gold Bonds of the defendant Company, issued under a certain deed of trust dated the _____ day of _____, A.D. 19____, made between the defendant Company of the first part, and the plaintiff, as Trustee, of the second part, and a Supplementary Deed, dated the _____ day of _____, A.D. 19____, between the same parties, of all and singular the lands and premises, real and personal property, concessions, rights, privileges, franchises and powers more particularly mentioned or described or intended so to be in the Schedule marked "A" annexed to the said Trust Deed, dated the _____ day of _____, A.D. 19____, comprised in or subject to the security created by the said Trust Deed and the bonds issued thereunder; and also on behalf of the plaintiff and all holders of the Five Per Cent. Second Mortgage Fifty-Year Bonds of the defendant Company, issued under a certain Trust Deed, dated the _____ day of _____, A.D. 19____, made between the defendant and the plaintiff as Trustee for the holders of the said Five Per Cent. Second Mortgage Fifty-Year Bonds, of all bonds, debentures, stock or other securities or shares in the capital stocks of, or the undertaking or assets, in whole or in part, of any company or corporation which may be paid for by the defendant Company with the said Second Mortgage Bonds secured thereby, or out of the proceeds thereof; and also subject to the charge created by the said Trust Deed, dated the _____ day of _____, A.D. 19____, and the said Supplementary Trust Deed, dated the _____ day of _____, A.D. 19____, of such of the undertakings and properties of the defendant company, and such of the bonds, debentures and other securities or evidences of indebtedness of or shares in the capital stock of or claims against other companies or corporations as are security with first fixed and specific charges thereon for the payment of the said Five per cent. First Mortgage Gold Bonds, and the undertakings of the defendant company, present and future, together with all its

present and future properties, rights and assets of whatsoever kind and wheresoever situate, and its present and future tolls, incomes and sources of money, rights, powers, privileges and franchises: and to manage the business of the defendant Company.

2. AND THIS COURT DOTH FURTHER ORDER that the said Receiver and Manager do before acting in such capacity furnish security to the satisfaction of the Master-in-Ordinary in the sum of \$ _____, for the due and proper performance of his duties as such Receiver and Manager.

3. AND THIS COURT DOTH FURTHER ORDER that the tenants of the said property do attorn to and pay their rents in arrear and accruing rents to the said Receiver and Manager.

4. AND THIS COURT DOTH FURTHER ORDER that the Receiver and Manager be at liberty, subject to the approval of this Court, to take such steps as in his judgment are necessary or desirable for the preservation and successful realization of the assets in his custody, including, but only for the purposes aforesaid, the power to enter into any agreement or agreements with other persons respecting the mortgaged premises, and he is not to borrow any moneys or create any charge against the said assets without the authority of this Court.

5. AND THIS COURT DOTH FURTHER ORDER that the said Receiver and Manager may from time to time apply to this Court for direction and guidance in the discharge of his duties hereunder.

6. AND THIS COURT DOTH FURTHER ORDER, that the said Receiver and Manager shall be at liberty to employ such assistance as may be necessary for the purpose of preserving and successfully realizing the said property, and that any expenditures which, with the direction and approval of this Court, shall be made by him in so doing, shall be allowed him in passing his accounts, and shall form a charge on the assets in priority to the claim of the bondholders.

7. AND THIS COURT DOTH FURTHER ORDER that the said Receiver do from time to time pass his accounts before the Master-in-Ordinary of this Court and pay the balances as the said Master shall direct.

8. AND THIS COURT DOTH FURTHER ORDER that liberty be reserved to all or any party or parties interested to apply for such further or other order as they may be advised.

9. AND THIS COURT DOETH FURTHER ORDER that the costs of both parties of this application be taxed and paid out of the proceeds of the mortgaged premises.

REQUISITION by Shareholders for Special General Meeting (Ontario Act, s. 46).

TO THE DIRECTORS OF LIMITED:

The undersigned holders of not less than one-tenth of the subscribed shares of Limited, hereby require you forthwith to convene a special general meeting of the Company for the purpose of (here set out the objects of the proposed meeting).

This notice is given pursuant to the provisions of section 46 of the Ontario Companies Act.

Dated at this day of , 19 .

WITNESS: (Signatures of Shareholders).

RETURN OF ALLOTMENTS.

PRODUCTS, LIMITED.

RETURN OF ALLOTMENTS.

Filed pursuant to section 116 of the Ontario Companies Act. Products, Limited, has made allotments of its common and preference shares in the amounts, and to the persons, and on the dates set out hereunder:—

| | |
|---|----|
| Number of common shares allotted payable in cash... | |
| Nominal amount of the common shares so allotted... | \$ |
| Amount paid [or, due and payable] on each such share | \$ |
| Number of shares allotted for a consideration other than cash:— | |
| Common | |
| Preference | |
| Nominal amount of the common shares so allotted... | \$ |
| Nominal amount of the preference shares so allotted.. | \$ |
| Amount to be treated as paid on each such share:— | |

The full par value thereof (or as may be).

The consideration for which such shares have been allotted is as follows:—

(Here insert short particulars).

Names, addresses, and descriptions of the allottees of shares in
Products, Limited.

| Date of Allotment. | Name | Address | Description | No. of Preference Shares Allotted. | No. of Common Shares Allotted. |
|--------------------------|------|---------|-------------|---|---|
|--------------------------|------|---------|-------------|---|---|

A contract in writing dated the _____ day of _____, 1919, constituting the title of the allottee to the allotment of the above shares allotted for a consideration other than cash is filed herewith.

Dated at Toronto this _____ day of _____, 19 .

PRODUCTS, LIMITED,

by

.....
Secretary.

NOTE.—A similar form may be used under Provincial Acts where a section based on the Imperial Act, s. 88, is in force.

SALE Agreement.

MEMORANDUM OF AGREEMENT made this _____ day
of _____, 19 .

BETWEEN—

_____, of the City of Toronto, in the County of
York (hereinafter called the Party of the First Part),

OF THE FIRST PART,

AND

THE _____ DEVELOPMENT & MINING COMPANY,
LIMITED (No Personal Liability), a Corporation organized
under the laws of the Province of Ontario (hereinafter
called the Party of the Second Part),

OF THE SECOND PART.

WHEREAS the Party of the Second Part is by its Charter and the Act under which it is incorporated, empowered to acquire or undertake the whole or any part of the business, property and liabilities of any person or Company carrying on any business which the Party of the Second Part is authorized to carry on or possessed of property suitable for the purposes of the Party of the Second Part, and to pay for same in cash or shares or partly in cash and partly in shares.

AND WHEREAS the Party of the First Part is the owner of certain mining lands all in the township of _____ in the District of Sudbury, Ontario, which are more particularly described as follows:—[Insert description].

AND WHEREAS the Party of the First Part has agreed to sell and transfer the said mining lands to the Party of the Second Part;

AND WHEREAS the necessary and requisite Resolutions and By-laws of the Directors and shareholders of the Party of the Second Part have been duly passed to make the transfer to be effected by these presents legal and valid in accordance with the requirements of the Ontario Companies Act, and of all other statutes and laws in that behalf.

AND WHEREAS this agreement and form of transfer has been approved by each of the parties hereto and the proper officers of the Party of the Second Part have been duly authorized to execute these presents;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Party of the First Part sells and the Party of the Second Part purchases all of the above described parcels of land.

2. The Party of the Second Part shall take over the said mining lands from the Party of the First Part as of the day of _____, 19 ____.

3. The consideration for the said sale shall be the allotment to the Party of the First Part, or to his appointees or nominees, of _____ thousand shares of the capital stock of the Party of the Second Part, of a par value of one dollar each, fully paid up and non-assessable.

4. The said lands are sold free from encumbrances.

5. The validity of this agreement shall not be impeached on the ground that the Party of the First Part stands in any

WHEREAS the Vendor is, by its charter and the Act under which it is incorporated, empowered to sell or dispose of its undertaking and assets, or any part thereof for such consideration, as it may think fit, and in particular, shares, debentures or securities of any other Company;

AND WHEREAS the Purchaser is by its charter and the Act under which it is incorporated, empowered to acquire or undertake the whole or any part of the business, property and liabilities of any Company carrying on any business which the Purchaser is authorized to carry or possessed of property suitable for the purposes of the Purchaser.

AND WHEREAS the Vendor has agreed to sell and transfer all its assets and undertaking as a going concern to the Purchaser;

AND WHEREAS the necessary resolutions and by-laws have been passed, and all other proceedings taken to make the transfer to be effected by these presents legal and valid in accordance with the requirements of the Dominion Companies Act, and all other statutes and laws in that behalf;

AND WHEREAS this Agreement has been approved by each of the parties hereto, and their proper officers have been duly authorized to execute these presents;

NOW IT IS HEREBY AGREED AND DECLARED as follows:—

1. The Vendor sells and the Purchaser purchases:

(a) All the business and undertaking of the Vendor as the same is now carried on at Toronto.

(b) All the lands, movable plant, machinery, tools, stock-in-trade, chattels, goods effects and things in or about the premises of the Vendor, and used in connection with the said business.

(c) All the book and other debts due to the Vendor in the said business, and all its rights, claims and securities in respect of the said debts, and the benefit of all contracts and engagements.

(d) All other property of the Vendor, including every asset of the Vendor of every description.

2. The Purchaser shall take over the said business and all other assets of the Vendor, as of the _____ day of _____, 1917, and shall assume the outstanding debts and liabilities of the Vendor as of that date.

3. The consideration for the said sale shall be the sum of \$1,810,000, which shall be satisfied by the allotment to the Vendor or its appointee or nominee of 18,100 shares of the capital stock of the Purchaser, fully paid up and non-assessable, of which 600 shares of the par value of \$60,000, shall be _____ per cent. cumulative preference shares of the Purchaser, and 17,500 shares of a par value of \$1,750,000, shall be ordinary shares.

4. The validity of this Agreement shall not be impeached on the ground that the Vendor stands in a fiduciary relation to the Purchaser, or that the Directors of the Purchaser have accepted office at the request of the Vendor, and do not constitute an independent Board.

5. These presents are intended to operate as an actual transfer of the undertaking of the Vendor to the Purchaser, but all further conveyances, transfers or assignments, which are convenient or necessary, or which counsel may advise, shall be executed by the Vendor and by the Purchaser for the purpose of more completely and effectually carrying out the intention of these presents.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under their respective corporate seals, the day and year first above written.

Limited,

.....
President.

.....
Secretary.

Company of Canada, Limited,

.....
President.

.....
Secretary.

**ANOTHER FORM Suitable for Purchase of Assets of a
Mining Company.**

AN AGREEMENT made the day of 19 .

BETWEEN :

The Mine of Cobalt, Limited, a corporation organized and existing under the laws of the Province of Ontario (hereinafter called the "Vendor"),
Of the One Part,

—AND—

The Mines, Limited, a corporation organized and existing under the laws of the Province of Ontario (hereinafter called the "Purchaser"),
Of the Other Part.

NOW IT IS HEREBY AGREED AS FOLLOWS :

(Recitals as in preceding form).

1. The Vendor sells and the Purchaser purchases :

FIRST: The lands described in schedule "A" to this Agreement.

SECONDLY: The good-will of the mining business connected with the Mine of Cobalt, Limited, with the exclusive right to use the word as part of the name for the purchaser.

THIRDLY: All the plant, machinery, office furniture, stock-in-trade, implements, tools, utensils and cash in bank to which the Vendor is entitled in connection with the said business, including all ore heretofore raised from the mine, and now owned by the Vendor, all as on 1st, 19 .

FOURTHLY: The full benefit of all pending contracts and engagements to which the Vendor is entitled in connection with the said business.

FIFTHLY: All other property, if any, to which the Vendor is entitled in connection with its business and undertaking.

2. The Purchaser takes over the said mine from the Vendor, subject to all debts owing by the Vendor on the 1st day of , 19 , and set forth in Schedule "B"

NOW THEREFORE THIS AGREEMENT WITNESSETH :—

1. The Vendor hereby sells, assigns, transfers and sets over unto the Purchaser all his right, title and interest in and to the lands and irrigation Agreement in connection therewith (set out in Schedules "A" and "B" hereto), included or intended to be included in a certain option, dated the _____ day of _____, 1914, from _____ of the Town of _____, Alberta, _____, to the firm of _____, of the same place, Financial Agents, which option has been assigned to the Vendor, and copies of which option and assignment appear as Schedules "C" and "D" to this Agreement.

2. The consideration for the said sale shall be (\$ _____) in cash, (taxes, insurance and other current charges to be adjusted), which sum the Purchaser hereby agrees to pay to the Vendor forthwith.

3. The Purchaser shall, without further investigation, objection, or requisition, accept such title as the Vendor has to the said lands and irrigation Agreement agreed to be sold and transferred.

4. The sale and purchase herein provided for shall take place as of the date of the actual completion of the pending sale by the said _____ under the said option, and all adjustments shall be made as of such date.

5. The validity of this Agreement shall not be impeached on the ground that the Vendor, as promoter or otherwise, stands in a fiduciary relation to the Purchaser, and that the Directors having accepted office at his request, do not constitute an independent Board.

6. It is understood that the Vendor is making a profit of _____ Dollars (\$ _____), on the transfer of the said lands and irrigation agreement to the Company, and it is agreed that the Vendor shall not be accountable to the Purchaser or to its members for such profit.

7. This Agreement is intended to operate as an actual transfer of the said lands and irrigation agreement, but the Vendor shall forthwith as soon as conveniently may be hereafter execute or cause to be executed or procure for the Purchaser, all necessary conveyances, transfers, assignments, agreements and consents that may be required to vest the said lands and

irrigation agreement in the Purchaser, and to effectuate and complete the transfer of the said lands and irrigation agreement to the Purchaser.

IN WITNESS WHEREOF the Vendor has hereunto set his hand and seal, and the Purchaser has hereunto set its corporate seal, attested by its proper officers, the day and year first above written.

SIGNED, SEALED AND DELIVERED }
in the presence of }

AGREEMENT by Company for Sale of its Entire Business as a Going Concern.

An Agreement made the _____ day of _____, between The _____ Company, Limited (hereinafter called "the Company"), of the one part, and The _____ Corporation, Limited (hereinafter called "the corporation"), of the other part.

WHEREAS the Company was incorporated in the year _____ under the _____ Act, with a nominal capital of _____, divided into _____ shares of _____ each; AND WHEREAS the whole of the said stock has been entirely issued and is fully paid up: AND WHEREAS BY the Letters Patent of the Company, it is declared that one of the objects of the Company is to sell the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any Company having objects, altogether or in part, similar to those of this Company: AND WHEREAS the objects of the corporation are in part similar to those of the Company:

AND WHEREAS the corporation is desirous of acquiring the undertaking and property of the Company.

Now, THEREFORE, IT IS AGREED as follows:

1. The Company shall sell, and the corporation shall purchase, the undertaking of the Company, which expression shall be deemed to include all the lands, buildings, hereditaments, goods, chattels, moneys, credits, debts, bills, notes, goodwill,

Winding-up Act of Canada, herein acting and represented by the _____ Trust Company and _____, the Liquidators thereof, for the purposes hereof duly authorized by judgment of _____, rendered on the _____ day of _____, 19____, hereinafter called "the Vendor,

Party of the First Part,

AND

_____, LIMITED, a body politic and corporate, duly incorporated, having its head office in the City of _____, hereinafter called "the Purchaser,"

Party of the Second Part.

WITNESSETH :—

WHEREAS the Vendor, prior to and since going into liquidation, has for some years past carried on business at _____ and elsewhere as [miners, and as founders, and as manufacturers of and dealers in iron and steel;]

AND WHEREAS the Company Purchaser has been formed under The Companies' Act, Canada, with a view amongst other things to the acquisition as a going concern of the undertaking and business of the Vendor;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT THE PARTIES HERETO HAVE MUTUALLY AGREED AS FOLLOWS:—

1. The Vendor hereby sells, conveys, transfers and makes over to the Purchaser, thereof accepting, the entire undertaking and business of the Vendor as a going concern as the same exists on the date hereof, including, without in any way limiting the generality of the foregoing:—

(a) The goodwill of the said business, with the exclusive right to represent the Vendor as carrying on the same in continuation of and in succession to the Vendor, and the right to use any words indicating that the business is so carried on;

(b) All trade marks, trade names and trade designs connected with the business of the Vendor;

(c) All the freehold and leasehold property, mining leases, timber limits and water powers owned or leased by the Vendor;

(d) All the plant, machinery, effects, furniture, patents, licenses, horses, waggons, carts, trucks, motors, stock in trade,

and tools, implements and utensils of every nature and kind owned by the Vendor in connection with the said business or otherwise;

(e) All the bills receivable, book and other debts due or accruing due to the Vendor in connection with the said business and the full benefit of all securities for such debts;

(f) The full benefit of all existing contracts and engagements to which the Vendor is entitled in connection with the said business;

(g) All cash in hand and at the banks and all bills and notes owned by the Vendor existing on the date hereof in connection with the said business;

(h) All shares, bonds and securities of other companies owned by the Vendor;

(i) All other property and assets to which the Vendor is entitled in connection with the said business.

2. All business transacted by the Vendor from and after the date hereof shall be deemed to have been done for the sole benefit and profit or loss as the case may be of the purchaser.

3. The Purchaser, as part of the consideration of the present sale, hereby assumes and undertakes to pay to the discharge of the Vendor and of the Liquidators of the Vendor all outstanding liabilities incurred since the date of the order for the Winding-up of the Vendor except such as have been already paid by the Liquidators, and the Purchaser further assumes and agrees to carry out to the discharge of the Vendor all contracts and engagements existing in connection with the said business, and agrees and undertakes to assume and discharge all liabilities arising therefrom, which contracts, engagements and liabilities have been entered into, continued or incurred since the granting of the Winding-up Order against the Vendor, in the carrying on of the Vendor's business in liquidation; and the Purchaser hereby purchases the entire undertaking and business of the Vendor as above described, subject to all liens which creditors may have upon any of the assets of the Vendor, and the Purchaser agrees to protect and hold harmless the Vendor from all such liens (the word "liens" as herein used shall not include the security held by bondholders and gold note holders), and the Purchaser further undertakes and agrees to pay all costs and charges of the Liquidators, the Board of Inspectors, the Solicitors of the Liquidators, and others, arising in connection with the liquidation of the Vendor and in connection with this

sale, the whole to the discharge of the Liquidators. And the Purchaser, as part of the consideration for the present sale, hereby further undertakes to pay all costs, charges and expenses incurred by or on behalf of the First and Second Mortgage Bondholders of The _____ Corporation, Limited, incident to the Liquidation of that Corporation, the preservation of its assets and the carrying into effect of the scheme of reorganization resulting in this sale, including, but without limiting the generality of the foregoing, a reasonable remuneration to be paid to the Members of the Joint Committee of the First and Second Bondholders, and to the Trustees for the First and Second Mortgage Bondholders.

4. The present sale and conveyance is made in further consideration of the sum of Six million nine hundred and twenty thousand dollars, which shall be paid at the execution hereof as follows, viz.: by the delivery to the Vendor or its nominees of £600,000 par value of the "B" Debenture Stock of the Purchaser, and by the issue and allotment to the Vendor or its nominees of 200,000 Preference shares, of the par value of \$10 each share, and 180,000 Common shares, of the par value of \$10 each share, of the capital stock of the Purchaser, the whole fully paid up and non-assessable, which said 180,000 Common Shares shall be held to include the five shares of the par value of \$100 each, subscribed for and allotted to the incorporators of the Purchaser, who are hereby declared to be nominees of the Vendor to receive and hold the same, the said five shares being now fifty shares by reason of the subdivision thereof to the par value of \$10 each.

5. The Vendor agrees to apply the said "B" Debenture Stock, and Preference and Common Shares in discharge of the liabilities of the Vendor Company in Liquidation to its First and Second Mortgage Bondholders and creditors by distributing the same as follows:—

To First Mortgage Bondholders—"B" Debenture Stock to the par value of their bonds and Common Shares to 10 per cent. of such par value.

To Second Mortgage Bondholders—Preference Shares to the face value of 80 per cent. of the par value of their bonds and Common Shares to the face value of 40 per cent. of such par value;

To Holders of Gold Notes Purchased for Cash—Preference Shares to the face value of 80 per cent. of the par value of such

gold notes and Common Shares to the face value of 20 per cent. of such par value;

To Other Creditors of the Vendor—Preference shares to the face value of 50 per cent. of their admitted claims at the date of liquidation and Common Shares to the face value of 50 per cent. of such claims. Creditors secured by gold notes to be treated on the same basis as other creditors holding no security. Creditors secured by lien to rank as unsecured creditors for any balance not recovered under their lien.

The Vendor further undertakes to apply the balance, if any, of Common Shares remaining after the above distribution towards providing a bonus for Preferred or Common Shareholders of the Vendor who shall purchase "A" Debenture Stock of the Purchaser for the purpose of providing the Purchaser with working capital, such bonus, however, not to exceed 40 per cent. of the par value of the "A" Debenture Stock purchased and paid for.

The Vendor further agrees that should the "B" Debenture Stock, Preference or Common Shares stipulated payable to the Vendor under the last preceding clause hereof exceed the amount required for the purposes in this clause set forth, the purchase price payable to the Vendor under this agreement shall be reduced accordingly, and the excess "B" Debenture Stock, Preference and Common Shares shall be returned, and any allotment made in respect of such excess Preference and Common Shares cancelled.

6. The Vendor agrees that it will from time to time and as often as required, but at the cost and expense of the Purchaser, make, do and execute all such further acts, deeds, matters and things as may be reasonably advised or required by the Purchaser, whether for the more effectually and completely vesting in the Purchaser the undertaking, business, assets, rights, franchises and privileges hereby sold, and each and every of them, or for the purposes of registration or otherwise.

7. The present sale and conveyance shall go into operation only upon the allotment of the Preference and Common Shares constituting part of the purchase price payable to the Vendor under the provisions hereof.

IN WITNESS WHEREOF, the parties hereto acting and represented as aforesaid have signed these presents and affixed their respective corporate seals hereto on the day, month and year first above written.

| | | |
|----------|--------|---|
| Witness— | THE | CORPORATION, LIMITED, IN LIQUIDATION. Trust Company. General Manager. Liquidators, (Without personal liability.) LIMITED. President. Secretary. |
| | (Sgd.) | |

SPECIAL CLAUSES for Sale Agreements.

Vendor's title to be accepted.

The company shall accept without objection or requisition such title as the Vendor now has to the above mentioned lands and premises.

Covenant by purchaser to indemnify vendor.

As a part consideration for the said transfer, the Purchaser covenants that it will pay, satisfy and discharge all the debts, liabilities and obligations of the Vendor Company whatsoever, and shall adopt, perform, and fulfil all contracts and engagements now binding upon the Vendor Company, and shall at all times keep the Vendor Company and its contributories indemnified against such debts, liabilities, obligations, contracts and engagements, and against all actions, proceedings, costs, damages, claims and demands in respect thereof.

Covenant by vendor not to compete.

The Vendor hereby covenants with the purchaser that he will not, either by himself or in partnership or conjunction with any other person or persons, or as director, manager or agent for any other person, firm or company, for a period of _____ years from the date hereof, either directly or indirectly, carry on or engage in or be concerned in, within the Dominion of Canada (or, within a radius of _____ miles from _____), the trade or business of _____, and that he will not willingly permit his name to be used in carrying on or in connection with any business similar to the foregoing.

SHARES. CERTIFICATE for Common Shares.

Certificate
 No. _____
 For _____ Shares
 Issued to

Date: _____ 19____
 From whom transferred

No. of Surrendered Certificate

No. _____
 Received and Accepted this _____ day of _____
 19____, a share certificate numbered as above
 for _____ Shares fully paid and non-assessable of
 Five dollars each in The _____
 Company, Limited.
 Signature of Shareholder.

Agency Company, Limited.

 Manager.
 Countersigned and registered

No. _____ Shares
 AUTHORIZED CAPITAL
 \$2,000,000

_____ Shares
 DIVIDED INTO 400,000
 SHARES OF \$5 00 EACH

THE LIMITED COMPANY

Incorporated under the Laws of the Dominion of Canada.

This Certificate that _____ is the owner of
 _____ fully paid and non-assessable
 Company, Limited, transferable
 shares of The _____
 only on the books of the Company in person or by Attorney
 on surrender of this Certificate properly endorsed.

This Certificate shall not be valid unless countersigned by the Registrar and Transfer Agent.

In Witness Whereof the Company has caused this Certificate to be signed
 by its duly authorized officers and its Corporate Seal to be hereunto affixed this
 day of _____ 19____

 President.

(Seal).

 Secretary.

This slip to be signed and returned
 to Agency Co. Limited

ENDORSEMENT.

For value received hereby sell, assign and transfer unto _____ shares of the
 Capital Stock represented by the within Certificate and do hereby irrevocably constitute and appoint
 Attorney to transfer the said Stock on the book of the within named Company with full power of substitution in
 the premises.

Dated

19____

In presence of

Endorsement guaranteed.

Notice: The signatories to this assignment must correspond with the entries on the certificate for the fee of the certificate and the amount of any interest or dividends or any charge whatever.

CERTIFICATE for Preference Shares.

Certificate
 No. _____
 For _____ Shares
 Issued to _____

Dated _____ 19____
 From when transferred _____
 No. of Surrendered Certificate _____

Note: - In the case of Ontario Companies an term of the preference by law when by the rights of holders of preference shares are limited or restricted must be fully set out in the certificate.

Received and Accepted this _____ day of _____ 19____ a Share Certificate numbered as above for _____ Shares fully paid and non assessable of One Hundred Dollars each in The Company of Canada, Limited.

This is to be signed and returned to _____ Agency Co., Limited, Toronto, Canada.

Signature of Shareholder.

Company, Limited, Toronto.

Countersigned and Registered

No. _____
 AUTHORIZED CAPITAL
 \$2,000,000

THE COMPANY OF CANADA, LIMITED

Incorporated under the Laws of the Dominion of Canada.

This Certifies that _____ is the owner of _____ of the above mentioned Preference Shares fully paid and non-assessable of The Company of Canada, Limited, transferable only on the books of the Company in person or by Attorney upon surrender of this Certificate properly endorsed.

This Certificate shall not be valid unless countersigned by the Registrar and Transfer Agent

The said preference shares confer the right to a fixed cumulative dividend at the rate of eight per cent. per annum and priority on a return of capital, but not to any further dividend or participation in the profits of the Company nor the right to vote in respect of the said shares save as provided by by law No. 4 of the by laws of the said Company.

In Witness Whereof the Company has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereto affixed this _____ day of _____ 19____

Secretary.

President.

Shares _____
 DIVIDED INTO 17,500 COMMON SHARES OF A PAR VALUE OF \$100 EACH AND 2,500 EIGHT PER CENT. CUMULATIVE NON-PARTICIPATING PREFERENCE SHARES OF A PAR VALUE OF \$100 EACH.

CERTIFICATE FOR PREFERENCE SHARES.

FORM OF TRANSFER.

I, A. B., of _____, in consideration of the sum of _____ dollars paid to me by _____, of _____, do hereby transfer to the said _____ share No. _____, standing in my name in the books of the _____ Company, to hold unto the said _____, his executors, administrators and assigns, subject to the several conditions on which I hold the same at the time of the execution hereof.

And I, the said _____, do hereby agree to take the said share or shares, subject to the same conditions.

AS WITNESS our hands this _____ day of _____

SHARE WARRANT.

THE _____ COMPANY, LIMITED.

(Particulars as to capital, &c.)

No. Shares.

This is to certify that the bearer of this warrant is entitled to _____ fully paid up shares of \$100 each in the capital of The _____ Company, Limited (numbered _____ to _____, inclusive), subject to the provisions of the Letters Patent of the Company (or Supplementary Letters Patent or the Special Act, specifying the date and chapter, or as the case may be).

Given under the common seal of The _____ Company, Limited, this _____ day of _____, 19 _____.

THE _____ COMPANY, LIMITED,

by

President.

.....

Secretary.

COUPON TO BE ATTACHED.

THE COMPANY, LIMITED.

Share Warrant No. Dividend Coupon No.

The bearer of this coupon is entitled to the dividend upon the shares in the capital of The Company, Limited, comprised in the above numbered share warrant for the half-year ending the of , 19 , so soon as the same shall have been declared payable by the Company.

.....
Secretary.

REGULATIONS as to Share Warrants for Insertion in Letters Patent (Dominion Act, s. 68A).

The Company may issue share warrants under the provisions of the Companies' Act, subject to the following provisions:

(1) The share warrants shall be issued upon such request, the compliance with such conditions, the execution of such documents, the surrender of such certificates, the filing of such evidence, and the payment of such fees as the Directors may from time to time determine;

(2) The share warrants shall be under the seal of the Company, and shall be in such language and form as the Directors may from time to time determine. They shall be issued only in the following denominations:—one, two, three, four, five, ten, twenty-five, fifty, one hundred, five hundred, one thousand, five thousand, ten thousand and one hundred thousand shares.

(3) There shall be attached to the share warrants coupons, payable to bearer, for dividends upon the shares in question. The form and number of said coupons and the arrangements for the issue of fresh coupons upon the exhaustion thereof shall be as the Directors may from time to time determine;

(4) The coupon shall not contain any statement of the amount payable in respect thereof, nor of the date of such payment, but shall be identified by number, and upon any dividend being declared, the Directors shall make provision, in such manner as they shall from time to time think fit, for the payment of such dividend to the bearer of the proper coupon.

(5) The Directors may from time to time make such provisions as they may think fit for due proof by the bearer of a share warrant of his position as such prior to his exercise of the rights of a shareholder by signing a requisition or waiver, or casting a vote or otherwise including provisions for the deposit of the share warrant for a stated time. No more than one person shall be recognized as a shareholder in respect of any share warrant.

(6) If a share warrant or coupon be worn out, defaced, lost or destroyed, the Directors may issue another share warrant or coupon in its stead upon such terms as to evidence, indemnity or otherwise, and upon payment of such fees as they may determine.

(7) The bearer of a share warrant shall be deemed to be a shareholder of the Company for all purposes, and to the full extent, subject always to the provisions of the Companies' Act, and of these Letters Patent in that behalf.

(8) The Company may from time to time by by-law enact, repeal, amend or re-enact regulations with regard to share warrants authorized and enacted under the provisions of this clause not inconsistent with the Companies' Act or with these Letters Patent.

(9) The holder of a share warrant shall be subject to the conditions for the time being in force whether made before or after the issue of such warrant.

WARRANT to Subscribe for Shares on New Issue.

Warrant to Subscribe.

No. A.

... Shares.

THE

LIMITED.

THIS IS TO CERTIFY THAT _____ is entitled to subscribe for _____ shares of the eight per cent. cumulative preference shares of The _____, Limited, at the rate of \$ _____ per share, upon the terms and conditions specified in a circular of the Company, dated April, 19 _____.

Payment of the first instalment of \$ _____ per share for each share subscribed for must be made at the time of the subscription, and this warrant **MUST BE** surrendered to the Company at the offices of the Company, _____ Street, in the City of Toronto, ON OR BEFORE THE _____ DAY OF APRIL, 19 _____, ON WHICH DATE, AT NOON, THE RIGHT TO SUBSCRIBE WILL EXPIRE.

IN WITNESS WHEREOF The _____, Limited, has caused this certificate to be signed by its President and Secretary, this day of _____, 19 _____.

.....
Secretary.

.....
President.

NOTE.—On the back of the warrant is a form of subscription which must be signed by the shareholder named in the warrant, or by his assignee: and a form of assignment to be used in case the shareholder desires to dispose of the warrant.

After payment of the first instalment, and the surrender of this warrant as herein provided, a certificate of subscription will be issued in the name of the subscriber or his assignee, on which subsequent payments of instalments will be endorsed.

Subscribers may pay all or any instalments in advance, and on payment in full on or before _____, 19 _____, shares so paid will rank for dividend thereafter, but shares paid up in instalments will rank for dividend only after _____, 19 _____.

(Stub—left-hand margin)

WARRANT No. A.

For _____ Shares

Issued to _____

.....
.....

Dated April _____, 19 _____.

(Endorsed on the Back.) _____

..... 19 _____

FOR VALUE RECEIVED, all right, title and interest in the within certificate is hereby assigned to _____.

(Signature of Assignor).....

WITNESS.....

The undersigned hereby subscribes for the shares covered by this warrant on the terms and conditions stated in the circular of the Company, dated April , 19 .

(Signature)

(Address in full)

WITNESS

FRACTIONAL Warrant to Subscribe.

DOMINION OF CANADA.

No. B. Warrant to Subscribe.
.....Of a Share.

THE COMPANY OF CANADA, LIMITED.

THIS IS TO CERTIFY THAT is entitled to subscribe for of a share of the capital stock of the Company of Canada, Limited, at the rate of dollars per share, upon the terms and conditions specified in a circular of the Company dated , 19 , in accordance with which this warrant must be surrendered to the Company, together with warrants for other fractions of shares, making altogether one or more whole shares.

This warrant is issued for the purpose of enabling subscribers to acquire whole shares, and upon the condition that the Company will not issue or allot any fraction of a share.

Payment of the first instalment of per cent. of the subscribed stock must be made at the time of the subscription at the offices of the Company, Street in the City of Toronto, ON OR BEFORE THE 1ST DAY OF , 19 , ON WHICH DATE, AT NOON, THE RIGHT TO SUBSCRIBE WILL EXPIRE.

IN WITNESS WHEREOF the Company of Canada, Limited, has caused this certificate to be signed by its President and Secretary, this day of , 19 .

.....
Secretary.

.....
President.

NOTE.—On the back of this warrant is a form of subscription which must be signed by the shareholder named in the warrant.

or by his assignee; and a form of assignment to be used in case the shareholder desires to dispose of the warrant.

After payment of the first instalment, and the surrender of this warrant as herein provided, a certificate of subscription will be issued in the name of the subscriber or his assignee, on which subsequent payments of instalments will be endorsed.

Subscribers may pay all or any instalments in advance, and on payment in full on or before 1st, 19 , shares so paid will rank for dividend thereafter, but shares paid up in instalments will rank for dividend only after 1st, 19 .

(Stub—left-hand margin.)

WARRANT No. B.

For of a Share.

Issued to

.....

Dated 1st, 19 .

(Endorsed on the Back.)

..... 19 .

FOR VALUE RECEIVED, all right, title and interest in the within certificate is hereby assigned to

(Signature of Assignor).....

WITNESS.....

The undersigned hereby subscribes for the stock covered by this warrant on the terms and conditions stated in the circular of the Company, dated 1st, 19 .

(Signature).....

(Address in full).....

WITNESS:

FRACTIONAL BEARER Warrant to Subscribe.

Warrant to Subscribe.

No. B. Of a Share.

THE LIMITED.

THIS IS TO CERTIFY THAT the BEARER hereof is entitled to subscribe for of a share of the per cent. cumulative

preference shares, of the capital stock of The _____, Limited, at the rate of _____ per share, upon the terms and conditions specified in a circular of the Company, dated April _____, 19____, in accordance with which this warrant must be surrendered to the Company, together with warrants for other fractions of shares, making altogether one or more whole shares.

This warrant is issued for the purpose of enabling subscribers to acquire whole shares, and upon the condition that the Company will not issue or allot any fraction of a share.

Payment of the first instalment of _____ per share on each share subscribed for must be made at the time of the subscription at the offices of the Company, _____ Street, in the City of Toronto, ON OR BEFORE THE _____ DAY OF _____, 19____, on WHICH DATE, AT NOON, THE RIGHT TO SUBSCRIBE WILL EXPIRE.

IN WITNESS WHEREOF The _____, Limited, has caused this certificate to be signed by its President and Secretary, this day of _____, 19____.

.....
President.

.....
Secretary.

NOTE.—On the back of this warrant is a form of a subscription which must be signed by the person surrendering this and other like warrants, making altogether one or more whole shares.

After payment of the first instalment and the surrender of this warrant and other like warrants as herein provided, a certificate of subscription will be issued in the name of the subscriber, on which subsequent payments of instalments will be endorsed.

Subscribers may pay all or any instalments in advance, and on payment in full on or before _____, 19____, shares so paid will rank for dividend thereafter, but shares paid up in instalments will rank for dividend only after _____, 19____.

(Stub — left-hand margin.)

BEARER WARRANT No. B.

For _____ of a Share,
forwarded to _____

.....
.....

Dated _____, 19____.

(Endorsed on the Back.)

The undersigned hereby subscribes for the fractions of shares covered by this warrant on the terms and conditions stated in the circular of the Company, dated _____, 19____, it being understood that this and other like subscriptions, making altogether one or more whole shares, shall be read as one document.

(Usual Signature).....

(Name in full).....

(Address in full).....

WITNESS.....

CERTIFICATE OF SUBSCRIPTION.

No. C. _____ Shares.

THE _____ COMPANY OF CANADA, LIMITED.

THIS CERTIFIES THAT _____ has in the terms of a circular issued by this Company, dated _____ 1st, 19____, subscribed at par [or as the case may be] for _____ shares of its capital stock of twenty-five dollars each, that the first instalment of twenty-five per centum of the purchase price thereof has been paid and that he has agreed to pay in the manner indicated by said circular further instalments of twenty-five per cent. each, on the following days, viz.:

Twenty-five per cent., or six dollars and twenty-five cents per share, _____ 1st, 19____.

Twenty-five per cent., or six dollars and twenty-five cents per share, _____ 1st, 19____.

Twenty-five per cent., or six dollars and twenty-five cents per share, _____ 1st, 19____.

Payments of instalments may be made by cheque payable to the Company on any chartered bank at par Toronto.

On completion of payments as above, this certificate will be exchanged on or after _____ 15th, 19____, at the office of The _____ Trust Company, Toronto, for certificates of the capital stock subscribed for.

Where all the payments have been completed, in advance, on or before 1st, 19 , such exchange may be made on or after 1st, 19 .

FAILURE TO PAY ANY INSTALMENTS BY THE DATE AT WHICH IT IS DUE RENDERS PREVIOUS PAYMENTS LABLE TO FORFEITURE.

IN WITNESS WHEREOF the Company has caused its corporate seal to be hereto affixed, and this certificate to be signed by its duly authorized officers this

.....
Secretary.

.....
President.

ENDORSEMENT.

FOR VALUE RECEIVED, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto , all right, title and interest in and to the subscription named in the within certificate, and hereby constitute and appoint true and lawful attorney, irrevocable, for , and in name and stead, but to use, to assign, transfer and set over all or any part thereof, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power.

Dated , 19 .

Signature

WITNESS:

.....
Received the second instalment of 25 per cent. hereon,
The Company of Canada, Limited.

By
Secretary.

Dated , 19 .

CERTIFICATE OF SUBSCRIPTION.

531

Received the third instalment of 25 per cent. hereon,
The Company of Canada, Limited.

By
Secretary.

Dated , 19 .

Received the fourth instalment of 25 per cent. hereon,
The Company of Canada, Limited.

By
Secretary.

Dated , 19 .

This certificate is transferable only on the Company's books
in Toronto, which will be closed for five days succeeding the date
of payment of each instalment.

(Stub — left-hand margin.)

CERTIFICATE No. C. 0814.

Issued to

.....

.....

Dated.....

Surrendered Warrant No.

Number of Shares.

Surrendered Warrant examined by , and
. Received Certificate No. .

all necessary acts of assignment and transfer, and one or more persons to substitute with like full power.

Dated _____, 19 .

Signature

WITNESS:

.....

Received the second instalment of \$50 per share hereon,
The _____, Limited.

By.....

Secretary.

Dated _____, 19 .

Received the third instalment \$50 per share hereon,
The _____, Limited.

By.....

Secretary.

Dated _____, 19 .

SHARES—Certificate of Subscription (Another Form).

Certificate must be sent to the Company with the remittance for each instalment.

C. _____ 150 Shares.

Certificate of subscription on the 19 _____ issue.

COMPANY, LIMITED.

Ordinary Capital Stock.

THIS CERTIFIES THAT _____ has in the terms of a circular issued by the Company dated _____, 19 _____, subscribed at \$100 per share for _____ shares of one hundred dollars (\$100) each, of the ordinary capital stock of the _____ Company, Limited, and the first instalment of 25 per cent. of the purchase price thereof has been paid. Interest will be allowed at the rate of 5 per cent. per annum on the amount paid for new stock from the date the money is paid to the Company until the 2nd day of January, 1913. All payments must be made payable at par in _____. Failure to pay any instalment by the date at which it is due renders previous payments liable to forfeiture.

\$25.00 per share due January 2nd, 1913.

Date, June 3rd, 1912.....\$

The fourth and all previous instalments received.

COMPANY, LIMITED.

Per

Secretary.

For value received hereby sell, assign and
transfer unto my interest in shares
of capital stock to which I am entitled on the conditions set
forth in the within certificate.

Dated 19 .

In the presence of

STATUTORY MEETING.

NOTICE of Statutory Meeting.

LIMITED.

TAKE NOTICE that the Statutory Meeting of the shareholders
of Limited, will be held at the head office of
the Company, No. , Street, on day,
the day of , 19 , at the hour
of o'clock in the noon, for the purpose of
considering the report enclosed herewith.

Dated at this day of , 19 .

By order of the Board,

.....
Secretary.

STATUTORY REPORT.

THE COMPANY, LIMITED.

Statutory Report.

- (a) Total number of shares allotted
- Shares allotted as fully paid up otherwise than in
cash
- Shares allotted as partly paid up otherwise than
in cashNone

Consideration for which the aforesaid shares allotted as fully paid up otherwise than in cash have been allotted:

(Here insert short particulars of consideration.)

- (b) Total amount of cash received by the Company in respect of the _____ shares allotted wholly for cash\$
- (c) The following is an abstract of the receipts and payments of the Company on capital account to the date hereof:—

Receipts.

Payments.

(Set out particulars).

(Set out particulars).

The following is an account of the preliminary expenses of the Company:—

(Or, the preliminary expenses of the Company are estimated at \$ _____.)

- (d) The names, addresses and descriptions of the Directors, Auditors (if any), Manager (if any), and Secretary of the Company are as follows:—
- (e) Particulars of any contract, the modification of which is to be submitted to the meeting for its approval, together with the particulars of the modification or proposed modification:—

Dated this _____ day of _____, 19 _____.

We, the undersigned directors of the above Company, hereby certify the foregoing report.

.....
Director.

.....
Director.

The foregoing report, so far as it relates to the shares allotted by the Company, and to the cash received in respect of such shares, and to the receipts and payments of the Company on capital account, is hereby certified as correct by the undersigned, the Auditors of the Company.

Dated this _____ day of _____, 19 _____.

.....
Auditors.

SURRENDER OF CHARTER (Ontario).**PETITION.**

TO HIS HONOR, THE LIEUTENANT-GOVERNOR OF THE PROVINCE
OF ONTARIO:

The Petition of THE COMPANY OF CANADA,
LIMITED,

HUMBLY SHEWETH THAT:

1. The said Company was incorporated by letters patent issued under the Ontario Companies Act, bearing date the 6th day of February, 1917, for the purposes and objects following, that is to say:—

[Here set out objects.]

2. The said Company has parted with its property, divided its assets ratably amongst its shareholders, and the debts and obligations of the Company have been duly provided for or protected and the creditors of the Company or other persons holding them consent, as shown by the statement and consent hereto annexed. This Company is not in arrears in making its annual returns.

3. At a special general meeting of the shareholders of the Company duly called according to the by-laws of the Company, and held on the 3rd day of July, 1917, at the head office of the Company, in the town of _____, Ontario, a by-law was ratified and confirmed, which by-law is as follows:

“That the Directors of the Company be and they are hereby authorized to wind up the affairs of the Company and to do, sign and execute all acts, deeds, documents and things necessary or desirable to enable the Company to surrender its charter and make application to the Lieutenant-Governor of the Province of Ontario therefor, and for the dissolution of the Company.”

4. Notice of the intention of the Company to apply for acceptance of surrender of its charter was inserted in the _____, a newspaper published at the place where the Company has its head office, and in the Ontario Gazette, on the 10th day of July, 1917, and on the 14th day of July, 1917, respectively, and the cuttings hereto annexed are true copies of the said notice appearing in the said newspaper and in the Ontario Gazette.

YOUR PETITIONER THEREFORE PRAYS:

That the surrender of the charter of the said Company may be accepted and that the same may be cancelled and that the Company be dissolved from and after a day to be fixed by the Lieutenant-Governor in Council.

And your petitioner as in duty bound will ever pray.

Dated this _____ day of July, 1917.

THE _____ COMPANY
OF CANADA, LIMITED.

.....
President.

.....
Secretary.

AFFIDAVIT Verifying Petition for Surrender of Charter.

Province of Ontario, { In the matter of the herein applica-
County of { tion for the surrender of the charter
 { of The Company of Canada,
To wit: { Limited.

We, _____, of the _____ of _____, in the
County of _____, _____, make oath and say:

1. That we are the President and Secretary, respectively of the said Company.
2. That we have a knowledge of the matter, and that the allegations in the within petition contained are, to the best of our knowledge and belief, true in substance and in fact.
3. That the statement of the affairs of the said Company hereto annexed is true and correct.

Sworn, etc.

* The signatures to the petition and the impression of the seal must be verified by affidavit or statutory declaration. With the petition the corporation must produce the following: (a) A statutory declaration proving that the by-law authorizing the application has been lawfully passed by the directors and confirmed by a vote of the shareholders, present or represented by proxy at a general meeting duly called for considering the same by notice specifying the terms of the by-law to be confirmed, and holding not less than two-thirds of the issued capital stock represented at such meeting; (b) A copy of such by-law certified under the seal of the corporation; (c) A certified copy of the proceedings at the meeting of shareholders with respect to the passage and sanction of the by-law; (d) A certified extract from the general by-laws of the corporation as to the calling of the meeting of shareholders; (e) A certified copy of the notice mailed or copy of advertisement in the *Ontario Gazette* or local paper of the holding of such shareholders' meeting; (f) A verified statement of the affairs of the corporation; and (g) The charter of the corporation for cancellation.

STATEMENT of Affairs for Surrender of Charter.

This statement should shew the exact financial position of the Company, giving the debts and liabilities, if any, of the Company, and how they have been provided for.

STATEMENT of Affairs of the _____ Company, Limited.*Assets.*

| | |
|---|----------|
| Estimated value of land and premises situated | |
| on _____ street, in the _____ of _____ | \$ _____ |
| Stock in hand | _____ |
| Machinery, plant, etc. | _____ |
| Book debts | _____ |

 \$
Liabilities.

There are no liabilities except to capital stock.

(This statement must be verified by an affidavit made by an officer or agent of the Company conversant with its affairs).

NOTICE in Local Newspaper of Application for Acceptance of Surrender of Charter.*Notice.*

Under the provisions of the Ontario Companies Act, The _____ Company, Limited, hereby gives public notice that it will make application to His Honor the Lieutenant-Governor of Ontario for the acceptance of the surrender of its charter (or, for leave to surrender its charter) on and from a day to be fixed by the Lieutenant-Governor in Council.

Dated at _____, this _____ 19 _____.

.....
Secretary.

STATEMENT of Affairs of the _____ Company of Canada, Limited (Another Form).

WE HEREBY CERTIFY that the above Company has parted with its property, divided its assets ratably amongst its shareholders, and that the debts and obligations of the Company have been duly provided for or protected by _____, Limited, which is the sole creditor to the amount of fifteen

thousand four hundred and ten and 56/100 dollars (\$15,410.56), for pipe, material and labor, and a further estimated amount of one hundred and twenty-five thousand dollars (\$125,000) expended by _____, Limited, and not yet charged up against The _____ Company of Canada, Limited.

The consent of the above creditor to the application of this Company for surrender of its charter is endorsed hereon.

THE _____ COMPANY OF CANADA, LIMITED.

.....
President.

.....
Secretary.

The _____ Limited, hereby consents to the application of The _____ Company of Canada, Limited, for surrender of its charter.

THE _____, LIMITED.

.....
President.

.....
Secretary.

SYNDICATE AGREEMENT—Short Form.

AGREEMENT made this _____ day of _____, A.D. 19 _____,

BETWEEN—

_____ of the City of Toronto, in the County of York, Engineer, and _____ of the said City of Toronto, Dominion Land Surveyor,

OF THE FIRST PART,

and

THE SEVERAL PERSONS whose signatures are hereto affixed,

OF THE SECOND PART.

WHEREAS it is proposed to purchase in the Province of Alberta, a block of ten thousand acres of land from The

Land Company, Limited, at and for the price of \$ _____ per acre, and such incidental and additional expenses as may be necessary.

AND WHEREAS it has been agreed to form a syndicate for the purchase of the said lands and disposing of the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:—

The parties of the first part, and those who shall affix their signatures as parties of the second part, hereby form themselves into a syndicate for the purpose of acquiring the said land and of disposing the same at a profit. Each share in the syndicate shall be for the sum of \$100. Each of the subscribers hereto agrees to take and shall be entitled to the number of shares set opposite his signature.

The subscribers hereto (being the parties of the second part) hereby authorize and instruct the said parties of the first part to acquire the said land from the said _____ Land Company, Limited, and to hold the said land as trustees for them.

Each of the subscribers hereto further agrees to become responsible for the purchase price of the land that shall be bought by the said parties of the first part in the proportion which the subscription of such subscribers bears to the total amount subscribed, and further to indemnify and save harmless the said parties of the first part in respect of their liability under the contract to purchase both in regard to the purchase money and other incidental expenses in like proportion as above set out. The incidental expenses for which the said parties of the second part hereby become liable shall include preliminary expenses, commission, promoters' fees, legal fees and additional government fees, and shall not exceed \$ _____, making in all not more than \$ _____.

For every share in the syndicate each member shall have one vote, the majority of votes to decide.

This agreement shall be binding on the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED }
in the presence of

| Subscriber | Amount |
|------------|--------|
| | |

parties of the first part may seem desirable, and to hold the said options as trustees for the syndicate.

4. The said _____ and _____ shall be the managers of the syndicate.

5. The managers may from time to time make calls on the members of the syndicate in proportion to their shares, but no member shall be liable to pay more than the amount of his shares.

6. All moneys paid to the managers in respect to shares or otherwise shall be applied for the purposes of the syndicate.

7. The managers may convene meetings of the syndicate to deliberate and decide on any of the affairs of the syndicate; every share to confer one vote; majority to decide; votes may be given in person or by proxy; two clear days' notice of each meeting to be given.

8. The managers shall not be entitled to pledge the credit of the syndicate, or of any of the members thereof, or in any manner subject the members thereof to any liability without the approval of a meeting of the members of the syndicate. The approval may be either an approval of a specific transaction or may be given in general terms covering present and future transactions.

9. It is further understood and agreed, that the expenses for which the members of the syndicate may become liable shall be limited to the preliminary expenses of any company formed for the purposes of having vested therein the assets of the companies or firms whose assets are proposed to be acquired, and legal fees and Government fees in respect of said proposed company, and shall in any event not exceed the sum of \$ _____.

10. Any profits of the syndicate shall be applied: first, in paying all debts and liabilities of the syndicate; secondly, in repaying any capital contributed by the members in respect of their shares; thirdly, the surplus shall be divided amongst the members in proportion to their shares. And for the purposes of this clause the managers may convert into money any shares, bonds, debentures, or debenture stock, or any assets, or may divide any of the same in specie among the members.

11. It is understood and agreed that any moneys, shares, bonds, debenture stock, or any securities, payable, issued, or coming into the hands of the syndicate, or the managers thereof, or either of them, shall be deposited, taken, or acquired in the joint names of the managers, and not in the name of any

individual member or members of the syndicate. Nor shall any personal undertaking of any manager of the syndicate, or of any member either on his or their own behalf, or on behalf of the syndicate with respect to any moneys, shares, bonds, debenture stock, or any securities issued or to be issued or acquired or to be acquired by the syndicate in any wise, be given, or if given, be binding upon the syndicate or the members thereof.

12. It is further understood and agreed, that a majority of the members of the syndicate at a meeting duly convened may cause the syndicate to be incorporated as a private company under the Ontario or Dominion Companies Act, whereupon the interest of each member of the syndicate in the issued capital stock of said company shall bear the same proportion to the amount of issued capital stock as the shares in the syndicate held by him shall have at the time of such incorporation borne to the total amount of issued shares of the syndicate.

13. Notice to each member of the syndicate may be given by posting, addressed to him at his address below mentioned; notice so given to be deemed served twelve hours after posting.

14. In the event of the pending or proposed amalgamation of such companies or acquisition of the assets thereof not being proceeded with and brought to a conclusion within days from the date of this agreement the affairs of the syndicate shall be forthwith wound up.

15. This agreement shall be binding on the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED }
in the presence of

| Shares. | Member. | Address. |
|---------|---------|----------|
| | | [SEAL] |

SYNDICATE AGREEMENT (Another Form).

I, the undersigned, A.B., hereby declare that I am the Manager of a Syndicate formed upon the basis set out below and that the rights and obligations of the members of the Syndicate are those set forth in the following articles:

1. The capital of the Syndicate is two hundred thousand dollars (\$200 000), divided into twenty (20) shares of ten thousand dollars (\$10,000) each.

2. Subject to the provisions hereof, the Manager shall have full control over all its affairs.

3. A. B. shall be the first Manager of the Syndicate and he shall be entitled to ten shares therein and to one-half of the profits and shall be responsible for one-half of the loss.

4. The liability of each of the other members of the Syndicate shall not exceed the nominal amount of their respective shares, and each holder of a share or a portion of a share shall be responsible only for his proportion of any loss.

5. The members of the Syndicate, other than A. B., shall not be named, but certificates to bearer shall be issued entitling the holder to the shares or portions of shares in the Syndicate mentioned therein.

6. All the certificates shall be signed by A. B. and he shall not issue bearer certificates for a greater amount than one hundred thousand dollars (\$100,000), representing ten full shares of ten thousand dollars (\$10,000) each. The certificates shall be in the form set forth in the Schedule hereto or to the like effect and the conditions of such certificates shall be binding on all members of the Syndicate.

7. Any commission which A. B. shall receive or be entitled to from The _____ Company, Limited (the purchasing company), shall be the property of the Syndicate.

8. The Syndicate shall acquire shares in _____ Corporation, Limited, hereinafter called the "Corporation," and the Manager shall be entitled to accept in exchange therefor shares in any other company to which the assets of the Corporation shall be sold.

9. All shares acquired by the Syndicate shall be so dealt with that the Manager and some other person approved by a majority

of the other members of the Syndicate shall have joint voting powers thereon, and unless and until some other person is appointed, C. D. shall possess with A. B. the voting powers on the shares.

10. The Manager shall, with the authority of a majority of the other members of the Syndicate, have full authority to pledge any of the assets of the Syndicate from time to time for any indebtedness thereof, and he shall also have full authority to market the securities of the purchasing company from time to time at such price and in such manner and at such times as a majority of the other members of the Syndicate may in writing approve.

11. Each purchaser of a share shall give the Manager his demand promissory note for an amount equivalent to his proportion of the sum required to be borrowed for the purposes of the Syndicate.

12. If at any time a loan is called the Manager shall have power to call a proportionate amount from each member of the Syndicate, and in the event of its not being paid the Manager shall have authority to sell such of the assets of the Syndicate as may be necessary to comply with the call.

13. No person shall be entitled to any information concerning the affairs of the Syndicate except on production of his bearer certificate.

14. No member of the Syndicate shall be entitled to have any account furnished to him showing the dealings of the Syndicate, but A. B. will exhibit to the bearer of each certificate on request full statements and vouchers showing all his dealings and moneys expended on behalf of the Syndicate.

15. Any member of the Syndicate shall be entitled at any time to obtain from the Manager his proportion of the assets including his prospective profits upon payment to the Manager of his proportion of the liabilities as they then exist and thereafter such member shall not be under any liability for any losses which may subsequently occur.

16. On the winding of the affairs of the Syndicate, each member shall deliver up his bearer certificate and all accounts, papers and vouchers may then be destroyed by A. B. and he shall not be subject to any further account.

17. The original holders of bearer certificates shall at all times indemnify A. B. to the extent of their several proportions of one-half any liability incurred by him.

As witness my hand and seal at _____ this
day of _____, 19 _____.

WITNESS:

SCHEDULE.

SYNDICATE CERTIFICATE.

Capital, \$200,000, divided into 20 shares of \$10,000 each.

I, the undersigned, A. B., hereby certify that the bearer is entitled to _____ share in the Syndicate constituted under Syndicate Agreement signed by me, bearing date the day of _____, 19 _____, subject to all the terms and conditions of the said Syndicate Agreement.

No member of the Syndicate is liable for a greater sum than the nominal value of his share and interest thereon.

The share and interest of the bearer will be *ipso facto* forfeited on failure for five days to pay any call or give promissory notes for carrying purposes when required pursuant to the provisions of the Syndicate Agreement.

Dated _____, 19 _____.

.....
A. B.

TRANSFER AGENT and Registrar.

AGREEMENT to Act as Registrar and Transfer Agent.

MEMORANDUM OF AGREEMENT made this _____ day
of February, 1918.

BETWEEN—

The _____ Company of Canada, Limited,
a corporation organized and existing under the laws

of the Dominion of Canada, hereinafter referred to as
"the Company,"

OF THE ONE PART,

and

Agency Company, Limited, a corporation organized and existing under the laws of the Dominion of Canada, hereinafter referred to as "the Agency Company,"

OF THE OTHER PART.

WHEREAS the Company is incorporated under the Companies Act, R. S. C. 1906, chapter 79, and amending Acts, with a capital of \$2,000,000, divided into 2,500 preference shares, of a par value of \$100 each, and 17,500 common shares, or a par value of \$100 each;

AND WHEREAS of the said shares there have been issued as fully paid 17,500 common shares and 605 preference shares (five of the said preference shares being the shares subscribed for and allotted to incorporators), and there remain in the treasury no common shares and 1,895 preferred shares;

AND WHEREAS by by-law No. 5, passed on the 23rd day of January, 1918, the Agency Company has been appointed Registrar and Transfer Agent of the Company's stock, a copy of which by-law is annexed to this agreement as Schedule "A";

AND WHEREAS it is desirable to define the duties and fix the remuneration of the Agency Company in respect of its services as aforesaid;

NOW IT IS HEREBY AGREED by and between the parties hereto, as follows:—

(1) The Company appoints the Agency Company to act as Registrar and Transfer Agent of the shares of the Company's capital stock, both preferred and common.

(2) The Agency Company shall keep the register and transfer books of the said shares, and act as Registrar and Transfer Agent with respect thereto.

(3) The Agency Company, when acting as aforesaid with reference to the said shares, shall be governed by regulations annexed to this agreement as Schedule "B," and by such further or other regulations as may from time to time be agreed upon between the Company and the Agency Company.

(4) The Agency Company shall be protected in acting upon any notice, request, consent, certificate, bond or other paper or document believed by it to be genuine, and to be what it purports to be, and to have been signed by the proper party or parties.

(5) The Agency Company may act upon the instructions of the President or Secretary of the Company in respect of any matter arising in connection with its duties herein, and in respect of any matter of doubt or difficulty in connection with its duties may take the advice of _____ K.C., or _____, and shall not be held responsible for following such advice, but shall be liable only for wilful default or negligence.

(6) The Agency Company's compensation as Registrar and Transfer Agent shall be the sum of _____ dollars (\$ _____) in advance, for the year ending January 31st, 1919.

(7) The above compensation shall be net to the Agency Company, and the Company agrees that it will also pay all out-of-pocket expenses incurred by the Agency Company, including stationery, postage, telegrams and legal expenses.

(8) The Company shall forthwith cause to be delivered to the Agency Company all stock certificates that it has had printed or engraved, and all new supplies of stock certificates, whether numbered or unnumbered, and whether bound in books or unbound, shall, immediately upon being completed by the printer or engraver, be delivered to the said Agency Company.

(9) If all or any portion of the fees and disbursements of the Agency Company herein referred to be not paid within fifteen days after a statement is mailed to the Company at the address hereinafter given, the Agency Company may, at its option, proceed for and recover such amount from the Company, and until payment thereof, shall be under no obligation to register any transfer of shares, or to deal with the affairs of the Company in any manner whatsoever, and shall not be called upon or be under any obligation to hand over or deliver any books, records or papers in its possession or under its control, until the said amount has been fully paid and satisfied.

(10) This agreement shall remain in force for the current year, expiring on January 31st, 1919, and thereafter from year to year, provided that either party may cancel this agreement upon giving three months' notice in writing to the opposite

party. Such termination, however, shall not affect the yearly fee of the Agency Company if this agreement is terminated by the Company, it being understood that the Agency Company's fee shall be a fee to it in any year or fraction thereof, during the currency of this agreement.

(11) All notices required to be given to the Company hereunder, may be served by sending the same, addressed to the Company at its head office, for the time being in Canada, in a prepaid registered letter, and any notice to be given to the Agency Company hereunder may be served by sending the same, addressed to its head office for the time being in Canada, in a prepaid registered letter, and all such notices shall be deemed to have been served when the letters containing the same would have been delivered in the ordinary course of post.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed under their respective corporate seals.

THE COMPANY OF CANADA, LIMITED.

.....
President.

.....
Secretary.

AGENCY COMPANY, LIMITED.

.....
President.

.....
Secretary.

This is Schedule "A" referred to in the foregoing agreement.

BY-LAW.

By-law No. 5.

Appointment of _____ Agency Company, Limited, as Registrar and Transfer Agent.

"BE IT ENACTED as a by-law of The _____ Company of Canada, Limited, that _____ Agency Company, Limited, be, and the said Company is hereby appointed registrar and transfer

agent of the preferred and common stock of this Company, on the terms of an agreement dated the day of , 19 , between this Company and Agency Company, Limited.”

We, the undersigned, respectively, the President and Secretary of The Company of Canada, Limited, hereinafter called “the Company,” hereby certify as follows:—

(1) That the said Company was incorporated on the day of , 19 , under the laws of the Dominion of Canada.

(2) That particulars of the Company’s capital, at the present date, are as follows:—

Authorized capital\$2,000,000

Divided into 17,500 common shares and
2,500 preferred shares, all of a par
value of \$100 each.

Capital issued and paid up, 17,500 common shares.

605 preferred shares.

Unissued capital 1,895 preferred shares.

(3) That the foregoing by-law is a true copy of by-law No. 5 of the Company, duly passed at a meeting of the Board of Directors, held on the day of , 19 , of which meeting due notice was given to all the Directors, and at which a quorum of the Directors was present.

WITNESS our hands and the seal of the Company, at Toronto, this day of , 19 .

.....
President.

.....
Secretary.

This is Schedule “B” referred to in the foregoing agreement.

REGULATIONS.

Regulations relating to the keeping of the Registers of The Company of Canada, Limited, and the transfer of shares.

(1) The Agency Company shall keep the Company's stock ledger and register of transfers of common and preferred shares during the currency of the foregoing agreement.

(2) Upon the transfer of shares the Agency Company shall receive and record the transfer, and shall prepare a new certificate, and shall present the same, together with the cancelled certificate and the transfer, to the Secretary or Assistant Secretary of the Company, and no such certificate shall be issued by the Agency Company until it shall have been signed and sealed with the Company's seal by the Secretary or Assistant Secretary.

(3) In the case of transfers of shares which are not fully paid up, the Agency Company shall not be bound to record such transfer, or issue a new certificate until it has been supplied with a certified copy of a resolution of the Board of Directors of the Company, approving the said transfer.

(4) The Agency Company shall from time to time make the necessary entries in the stock ledger of the Company, in order that the stock account of each shareholder of the Company may be properly kept.

(5) The Agency Company shall collect and account for any taxes which may be payable to the Government of the Province of Ontario, in respect of such transfers.

DEED POLL.

TO ALL TO WHOM THESE PRESENTS SHALL COME: The
Company of Canada, Limited, a Company
incorporated under the laws of the Dominion of Canada, and
hereinafter referred to as "the Company,"

SENDS GREETING:

WHEREAS, in pursuance of a by-law of the Board of Directors of the Company, passed at a meeting held on the _____ day of _____, 19____, Agency Company, Limited, a Company incorporated under the laws of the Dominion of Canada, hereinafter referred to as the "Agency Company," was appointed registrar and transfer agent of the Company's capital stock;

**APPOINTMENT of Trust Company as Registrar.
(Another Form).**

THIS IS TO CERTIFY, that at a meeting of the Directors of
Company, duly convened and held on _____,
19____, the following resolutions were adopted:

RESOLVED, that the _____ Trust Company be and hereby
is appointed Registrar of the stock of this Company.

That said Trust Company is authorized to register when
signed by the President or Vice-President and the _____ or
Assistant _____ of this Company an original issue of
capital stock to the number of _____ shares of preferred stock
and _____ shares of common stock and to register transfers
of said shares.

That it shall not be the duty of the Trust Company to ex-
amine into or approve the transfers of such shares, or the author-
ity under which such transfers are made, or the payment of any
taxes upon such transfers, but it shall be the sole duty of said
Trust Company to register the original issue as above stated and
register additional certificates only upon cancellation of certi-
ficates for a like number of shares; but it shall also register any
certificate of stock which may be issued by authority of this
Company, evidenced upon the written order of two officers of
this Company, in lieu of a lost or destroyed certificate of stock.

That said Trust Company may apply to and act upon instruc-
tions of _____, the counsel of this Company, in respect
to any legal questions arising in connection with said agency,
and that the Trust Company will not be held responsible for fol-
lowing such advice of counsel, but shall be liable only for its own
default or negligence.

That the Secretary be and hereby is instructed to file with the
Trust Company a certified copy of the foregoing
resolutions.

I FURTHER CERTIFY, that the total authorized capital stock
of said Company is \$ _____, divided into \$ _____ of
preferred stock, and \$ _____ of common stock; that said
shares are of the par value of \$ _____ each.

That _____ shares of preferred stock are now outstanding.

That _____ shares of common stock are now outstanding.

That the property for which the above mentioned shares are issued has been actually conveyed or transferred and delivered to the Company.

That this Company was incorporated under the laws of the
of _____ by _____, on _____, 19 .

That the signatures of officers authorized by the foregoing resolutions to sign certificates of stock, are as follows:

The President will sign

The Vice-President will sign

The _____ will sign

The Assistant _____ will sign

NAMES OF OFFICERS.

ADDRESS.

President

Vice-President

Treasurer

Secretary

Attorney

Address of Company

SIGNED AND SEALED in behalf of the Company by authority of the Board of Directors, this _____ day of _____, 19 .

For the Company,

[Seal.]

Secretary.

ANOTHER FORM.

MEMORANDUM OF AGREEMENT, made this _____ day of _____, at the City of _____, between _____, herein acting and represented by _____, its duly authorized hereto, and The _____ Trust Company, herein acting and represented by _____, its duly authorized hereto.

It is agreed and covenanted by and between the parties hereto as follows:—

GUARANTEE to Transfer Agent where Certificate Issued in Error, and Issuance of New Certificate is Requested.

The within certificate for _____ shares was issued to _____ in error; it should have been issued to _____, and we hereby guarantee the _____ Company, Limited, against all loss, damage, or expense which may arise by reason of the issue of new certificate to _____.

Dated.....

TRANSFER TAX—Declaration by Officer of Transfer Agent as to Payment of Tax for Annual Return under Ontario Corporations Tax Act.

PROVINCE OF ONTARIO, { IN THE MATTER OF the Corporations
County of York. { Tax Act and Amending Acts, and in
To wit: { the matter of the _____ Gold Mines,
Limited.

I, _____ of the City of Toronto, in the County of York, make oath and say:—

1. I am the manager of the _____ Trusts Company of Canada.

2. The _____ Trusts Company of Canada is Transfer Agent of the above-named _____ Gold Mines, Limited.

3. I have countersigned all transfers of shares of stock transferred by the _____ Trusts Company of Canada, of the above-named Company.

4. I have knowledge of the matters herein deposed to.

5. Before countersigning the transfers of share certificates of the said company, it has been my regular custom—

(a) To receive such share certificates of the said Company for transfer as and when presented.

(b) To examine such certificates and to pass upon the endorsement thereon.

(c) To examine all certificates presented for transfer for the purpose of ascertaining that the tax on such certificates presented for transfer has been paid, or in the event of it not having been paid, to satisfy myself that no tax is payable in respect thereof.

6. My work in connection with such transfers is checked by the transfer clerk in the employ of the Trusts Company.

7. I have always used due care and diligence in the performance of my duties, and I say that in respect of all shares of the capital stock of the above named Gold Mines, Limited, transferred by the above named transfer agents, The Trusts Company of Canada, I have satisfied myself in the case of each and every transfer, that the provisions of the Corporations Tax Act, in respect of taxes on such transfers have been complied with in one of the following manners:—

- (a) A certificate signed by a member of a stock exchange, or by the firm to which such member belongs, or by a duly appointed attorney of such member or firm, has been attached or stamped on the back of each share certificate presented for transfer to the effect, that the proper tax on such transfer has been paid through the stock exchange of which such person is a member; or
- (b) Transfer Tax Stamps to the amount of two cents per one hundred dollars par value of the shares presented for transfer have been attached to the certificates for such shares presented for transfer; or
- (c) Evidence in the form of a certificate issued by a member of a stock exchange, or of the firm to which such member belongs, or by his duly appointed attorney, or by a bank or other loaning institution, has been produced with the certificates presented for transfer sufficient to satisfy me that such transfer was by way of security only, or was in itself a loan of shares of stock, or was a re-transfer or re-assignment of such shares to the borrower, and that such transfer was not subject to tax; or
- (d) I have been satisfied, on the evidence produced, that the transfer was a transmission owing to death; or
- (e) I have been satisfied by evidence submitted to me, that the transfer requested did not represent a change of ownership, but was made for the purpose of correcting an error in issuing the certificate offered for transfer.

8. In every case of transfer of the shares of the said Company which has come before me, I have taken pains to satisfy myself that the tax on such transfer has been paid, or that no tax was properly payable on such transfer under the provisions of the Corporations Tax Act.

9. All the evidence of the said The Trusts Company of Canada, in regard to payment of transfer tax on transfer of shares has been attached in each case to the cancelled certificates, which have on transfer been filed in numerical order. In order to ascertain the information which is required with the annual return of the said Company in respect of payment of transfer tax, the officers of said Company would be compelled to go over all of cancelled certificates of said Company. The time and labor necessary for such work would be very great.

Sworn, etc.

BOND for Issuance of New Share Certificate to Replace one Lost.

KNOW ALL MEN BY THESE PRESENTS that we, The Guarantee and Accident Company, Limited, of _____ and _____, of the City of Toronto, in the County of York, hereby bind ourselves jointly and severally to The Mines of Cobalt, Limited, its successors and assigns, and to The _____ Transfer and Registrar Company, as transfer agent of The _____ Mines of Cobalt, Limited, its successors and assigns, and to The _____ Trust Company as registrar of The _____ Mines of Cobalt, Limited, and its successors and assigns, for the payment to them of (\$ _____).

Sealed with our seals and dated this _____ day of _____, 19 _____.

WHEREAS the said _____ is the owner of _____ shares of the capital stock of The _____ Mines of Cobalt, Limited, certificate Number B. 8665 for _____ shares, having been issued to him therefor on or about the _____ day of _____, 19 _____.

AND WHEREAS it is alleged by the said _____, that the said certificate Number B. 8665 has been accidentally lost,

and the issuance of a new certificate has been sanctioned by The _____ Mines of Cobalt, Limited, upon the said obligors executing the above written obligation conditioned as hereinafter expressed.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if the aforesaid _____, as principal, his heirs, executors, administrators and successors, do and shall from time to time save harmless and indemnify the said The _____ of Cobalt, Limited, and the said The _____ Transfer and Registrar Company, as transfer agent of The _____ Mines of Cobalt, Limited, and the said The _____ Trust Company, as Registrar of The _____ Mines of Cobalt, Limited, against all costs and expenses, and all loss which may be incurred by the said parties, or any of them, in consequence of two certificates for the same shares being outstanding at the same time, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF the said The _____ Guarantee and Accident Company, Limited, has caused its corporate seal to be affixed witnessed by its proper officers, and the said _____ has set his hand and seal this _____ day of _____, 19 _____.

.....

SIGNED, SEALED AND DELIVERED }
 in the presence of: }

..... (IN THE MATTER OF The
 Mines of Cobalt, Limited, and of
 certain shares of stock therein
 held by

I, _____ of _____,
 MAKE OATH AND SAY:—

1. That I was personally present and did see the typewritten document hereto annexed duly signed, sealed and executed by _____, one of the parties thereto.
2. That the said instrument was so executed at _____.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED BEFORE ME at the
 of _____, this _____ day
 of _____, 19 _____

.....
A Notary, etc.

STATUTORY DECLARATION by Executors of Transmission of Shares.

IN THE MATTER OF THE ESTATE OF _____ We
 _____, do severally and solemnly
 declare:—

1. That we are the executors named and appointed by the last will and testament of the late _____, probate of which was granted to us by the _____ on the _____ day of _____, 19 _____.

2. That the said _____ died on or about the _____, at _____.

3. That at the time of the death of the said _____ there were registered in his name in the books of the _____ shares of its _____ stock.

WHEREFORE WE, the said _____, make the present declaration of transmission in order that the said _____ shares of the _____ may be transmitted and entered in the books of the said Company, in our names as such executors as aforesaid.

AND WE make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED, ETC.

**TRANSFER and Power of Attorney by Executors for
Transfer of Shares of Deceased Shareholder.**

KNOW ALL MEN BY THESE PRESENTS that we,
 of No. _____, in the County of Middle-
 sex, in that part of the United Kingdom of Great Britain and
 Ireland called "England," Esquire, and
 of _____ in the said
 County of Middlesex, barrister-at-law, the executors of
 _____, late of No. _____, also in the
 said County of Middlesex, and formerly of No. _____
 Street, also in the said County of Middlesex,

deceased; for value received have bargained, sold, assigned and
 transferred, and by these presents do bargain, sell, assign and
 transfer unto ourselves as such executors as aforesaid, twenty-
 five ordinary shares fully paid and non-assessable of one hun-
 dred dollars (\$100) each, Nos. 4355 to 4379 inclusive, of the
 capital stock of the

Company, Limited, now standing in the name of the
 said deceased, on the books of the said Company, and represented
 by three certificates, the particulars whereof are as follows, to
 wit: A. No. 0261 of the denomination of ten shares numbered
 4355 to 4564, inclusive; A. No. 0262, also of the denomination
 of ten shares numbered 4365 to 4374, inclusive; and B. No. 0175
 of the denomination of five shares, numbered 4375 to 4379, inclu-
 sive; and we do hereby irrevocably constitute and appoint
 our true and lawful attorney, for us and in our names and stead,
 but to our use, to sell, assign, transfer and set over all or any
 part of the said shares on the books of the said company; and
 for that purpose to make and execute all necessary acts of assign-
 ment and transfer, and one or more persons to substitute with
 like full power hereby ratifying and confirming all that our said
 attorneys or his or their substitute or substitutes shall lawfully
 do by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and
 seals this ninth day of December, one thousand nine hundred
 and fifteen.

SIGNED, SEALED AND DELIVERED
 by the above named _____
 in the presence
 of: _____

present proposed name and no error or mis-statement in said prospectus is to violate this contract or entitle me to repudiate the allotment to me, if any.

Dated at _____, this _____ day of _____, 19 ____.

Witness: _____ Signature: _____
(Name in full).

(Address in full).

We beg to acknowledge above letter and agree to the terms thereof.

Yours truly,

UNDERWRITING AGREEMENT (Another Form).

An agreement made the _____ of _____, 19 ____, between A. and B., both of _____ (hereinafter called the Vendors), of the one part, and C. and D., both of _____ (hereinafter called the Underwriters), of the other part.

Whereas as a _____ Company (hereinafter called The Company) is intended to be forthwith formed and incorporated under the (Ontario) Companies Act with the object, *inter alia*, of acquiring the business now carried on by the vendors at aforesaid. And whereas it is intended to make a public issue of \$100 000 seven per cent. _____ year debenture stock of the said Company in the terms of the prospectus, a draft copy of which is annexed hereto; and that such stock is to be constituted and secured by a trust deed in the terms of the draft which has already been prepared by Messrs. _____, solicitors, and a copy of which is annexed hereto.

And whereas the vendors have applied to the underwriters to undertake the issue of and to guarantee and secure the subscription of the stock aforesaid upon the terms and conditions hereinafter appearing; now, it is hereby agreed as follows, that is to say:—

1. The underwriters will, on or before the _____ day of _____, 19 ____. or such later day as shall be agreed between the parties hereto, issue a prospectus in the terms of the prospectus attached

hereto, with such alterations of and modifications in the details thereof as the Company and the Underwriters may approve, and will cause the same to be efficiently and thoroughly advertised.

2. The vendors will, on or before the day prior to the day upon which the prospectus is under the agreement to be issued, cause the Company to be duly incorporated in accordance with the (Ontario) Companies Act, and on or before the same date deliver to the Underwriters a print of the prospectus, with a memorandum thereon approving the same, and authorizing the issue and publication thereof, which said memorandum shall be signed by each Director of the Company.

3. The Underwriters guarantee that within ten days after the publication of the prospectus, the whole of the \$100,000 debenture stock aforesaid shall be subscribed for by responsible persons, and the application moneys paid thereon, and that all application and allotment moneys and instalments payable in respect of such applications for the said debenture stock as shall be made by the underwriters or their nominees shall be duly paid at the time at which they respectively become payable, as mentioned in the prospectus.

4. If at the expiration of such ten days there shall be any part of the said debenture stock which shall not have been so subscribed for, and the application moneys of ten per cent. paid thereon, the underwriters shall, within three days thereafter, subscribe and pay for the same in full in accordance with the said prospectus, and if the underwriters shall make default in so doing, the vendors may, as the attorneys and on behalf of the underwriters, apply for an allotment of such debenture stock to the underwriters, and these presents shall be a sufficient authority for that purpose.

5. If the underwriters shall make default in payment of any moneys payable by them in accordance herewith, the vendors shall be at liberty to give notice in writing to the underwriters, calling on them forthwith to make good such default, and if the underwriters fail for more than ten days to make good such default, then, and in such case, the vendors shall be authorized as attorneys to accept on behalf of the underwriters the Company's bill of exchange for the amount in default payable seven days after date, and the underwriters shall, on notice thereof, duly pay every such bill of exchange at maturity.

6. If within _____ days, from the date hereof, the whole of the said debenture stock shall have been subscribed by responsible persons, and the amounts payable on application and allotment for such shall have been duly paid, the vendors shall pay to the underwriters the sum of \$ _____; but this payment is conditional on the underwriters performing all the obligations hereby imposed on them in conformity with the terms hereof.

7. The vendors declare that they believe, and have reasonable ground for believing, that all the statements contained in the said prospectus are true in substance and in fact, and that the same contains no misstatement, misrepresentation or suppression of fact which may in law amount to a misstatement or misrepresentation.

In witness whereof, etc.

UNDERWRITING AGREEMENT for Bonds.

_____, the undersigned, hereby agree to subscribe for _____ bonds of the _____ Company, Limited, of _____, of the par value of \$ _____ each, at the rate of _____ dollars for each \$ _____ of the bonds, and _____ also hereby agree to subscribe for a similar amount of the capital stock of the Company, namely, _____ shares of the par value of \$ _____ each, at the rate of _____ dollars for each share, and hereby agree to pay for the above subscription, as hereunder indicated; but the above subscription is upon the stipulation that Messrs. _____ shall make a public issue of the bonds and capital stock of the _____ Company, Limited, between the dates of _____, and _____, at the rate of _____ cents on the dollar for the bonds, and _____ cents on the dollar for the capital stock. In the event of the said bonds and stock being fully subscribed for, it is hereby understood that _____ as underwriter shall be relieved of the above contract, and that a cheque for the difference between the underwriter's subscribing price and the price of public issue shall be forwarded to, etc.

Dates of Payment.

(Insert particulars of payment.)

It is hereby mutually agreed that the above payments may be commuted at a discount of per cent. per annum.

It is further agreed that default in any of the above payments shall render instalments already paid liable to forfeiture.

IN WITNESS WHEREOF have hereunto set hand
and seal this day of , 19 .

SIGNED AND SEALED in the
presence of

SUB-UNDERWRITER'S AGREEMENT.

Messrs. L. & M. (the Underwriters), Toronto.

Dear Sirs,—I understand that you are instructed to sell at par Preference Stock of the Company, Limited (to be incorporated), to the amount of \$500,000 par value, and that the sale of the whole amount must be completed on or before , or within days after the incorporation of the Company, if not incorporated until after proximo, pursuant to an agreement by which the Company will acquire the businesses and properties of the Company, Limited, and the Company, Limited.

Upon the understanding that this agreement will be carried out, and in consideration of shares of common stock of the said Company, par value \$, to be delivered to me fully paid within days after completion of the said sale and carrying out of the agreement herein contained to your satisfaction, I hereby, to the extent of \$, guarantee the said sale, and agree at your option to purchase at par at the time fixed for completion thereof as above stated, Preference Stock of the said Company to such amount as shall bear the same proportion to the said guaranteed amount of \$ as the total amount of Preference Stock in your hands then unsold shall bear to the said amount of \$500,000.

And in addition to such guarantee I hereby offer to purchase at par Preference Stock of the said Company to the amount of \$, or any part thereof, this offer to be open until the time fixed for completion of the said sale.

Yours truly,

Winding-up Forms.

Advertisement for Creditors.

JUDICIAL NOTICE TO THE CREDITORS OF THE Company.

Pursuant to the Winding-up Order made by the Supreme Court of Ontario in the matter of the Winding-up Act and amendments thereto, and in the matter of the Company, bearing date the day of , 19 , the creditors of the above named Company and all others who have claims against the said Company formerly carrying on business in the of , are on or before the day of , 19 , to send by post, pre-paid, to , liquidator of the said Company, at his office, street , their Christian and surnames, addresses and descriptions, the full particulars of their claims and the nature and amount of the securities (if any) held by them and the specified value of such securities, verified by oath, and in default thereof they will be peremptorily excluded from the benefits of the said Act and Winding-up Order.

The undersigned Master in Ordinary will on the day of , 19 , at o'clock in the forenoon at his Chambers in Osgoode Hall, in the City of Toronto, hear the report of the liquidator upon the claims of creditors submitted to him pursuant to this notice, and let all parties then attend.

Dated this day of , 19 .

Master in Ordinary.

AFFIDAVIT OF CLAIM.

IN THE SUPREME COURT OF ONTARIO.

CANADA.
Province of
County of

To WIT: {

IN THE MATTER OF
Limited.
AND IN THE MATTER OF the Winding-up Act, being chapter 144 of the Revised Statutes of Canada, 1906, and Amending Acts.

And A.B., etc., Claimant.

I, _____, of the _____ of _____ in
 the _____ of _____, make oath and say, that—

1. I am ¹

2. The above named Company is justly and truly indebted
 to ² _____ in the sum of _____ dollars for ³ as per
 statement hereunto annexed, marked "A."

3. That ⁴ _____ hold ⁵

SWORN at the _____
 of _____ in the _____
 the _____ of _____
 day of _____
 A.D. 19 _____,
 before me

A Commissioner.

PROXY.

CANADA.
 Province of _____
 County of _____

To WIT: { IN THE MATTER OF
 AND IN THE MATTER OF the Winding-
 up Act, being chapter 144 of the
 Revised Statutes of Canada, 1906,
 and Amending Acts.

And A.B., Claimant.

The above named claimant hereby authorize and em-
 power _____ of the _____ of _____ in
 the _____ of _____ to represent
 at all meetings of the creditors of the above-named Company
 and to vote and act for _____ at such meetings in

¹ "The above named Claimant," or "a member of the above named
 firm of Claimants," or "the duly authorized Agent of the above named
 claimant"

² "Me." or the above named Claimant.

³ "For Promissory Notes," or "Bills of Exchange," or "money
 lent and Interest."

⁴ "I or the said Claimant."

⁵ "No security whatever for the said claim or any part thereof." or
 "the following security, that is to say _____ which is the value
 of \$ _____"

respect to _____ claim against the said Company,
 and in all respects to represent _____ as if
 were present and acting in the premises, with power of substitution and delegation.

SIGNED on the _____ day,
 of _____ 19 _____,
 in the presence of _____)

AFFIDAVIT of Contributory with a View to Compromise.

(Style of Cause.)

1. I am the holder of _____ shares in the above-named Company, and I am unable to pay the _____ last calls of _____ per share lately made upon me in respect of the said shares.

2. The paper writing now shown to me, and marked with the letter A., contains a full and true account of all the property and effects, real and personal, which I possessed, or in which I had any share or interest in possession, reversion or expectancy at the date of the Winding-up Order herein of the _____ day of _____, and also of all such parts of my said property as have since been sold, or contracted to be sold, and the price at which such sales or contracts have been paid, and as nearly as I can ascertain the full and true value of all such parts thereof as still remain to be sold.

3. I have no property whatsoever, real or personal, of any description, nor am I entitled either in possession or reversion to any share or interest in any property whatsoever which is not included in the said statement.

4. I have not made away with, incumbered or charged, settled or in any manner parted with any part of my property or effects, real or personal, since the failure of the said Company on the _____, 19 _____, save as appears by the said account.

5. The paper writing now produced and shown to me, marked B., contains a true and just account of all sums of money received and paid by me since the _____, 19 _____, down to the _____, 19 _____, instant.

6. My income is derived from a salary of _____ per annum, which I receive from my employers, Messrs. _____, and such income has not for the last two years exceeded the sum of _____ per annum.

AFFIDAVIT of Liquidator as to Proposed Compromise.

(Style of Cause.)

1. H., of _____, has been settled on the list of contributories of the above named Company in respect of shares therein, and by an order in these matters dated, etc., a call amounting to _____.

2. The said H. has applied to me to accept a compromise of _____, to be paid as follows, etc., and towards the cost of the agreement for the said compromise, in full discharge of his liability in respect of the said call _____, and all liability as a contributory of the said Company.

3. I have investigated the affairs of the said H., who has made an affidavit as to his means, dated the _____ day of _____ (and have caused him to be cross-examined on such affidavit, *if such is the fact*), and as a result of such investigation (and cross-examination) it appears that the said H. cannot pay the said call; and I believe that if I cause him to be made an insolvent I shall not obtain from his estate as much as I shall by the said compromise. I believe that it will be beneficial to the said Company that the said compromise shall be accepted.

AGREEMENT with Contributory for Compromise.

(Style of Cause.)

Memorandum of Agreement entered into this _____ day of _____, 19____, between R. P. H., of, etc., the liquidator of the above-named Company of the one part, and S. B., of, etc., one of the contributories of the said Company of the other part.

Whereas the said S. B. has been settled on the list of contributories of the said Company as a contributory in respect of

shares in the said Company; and whereas by an order made by the Supreme Court of Ontario dated the _____ day of _____, 19____, a call of \$ _____ per share was made on all the contributories of the said Company, and there is now due from the said S. B. to the said Company the sum of \$ _____ in respect of the said call. And whereas the said S. B. has proposed to pay the said liquidator the sum of \$ _____ by way of compromise and in satisfaction and discharge of the said sum of \$ _____ and of all liability whatsoever as a contributory of the said Company. And whereas the said liquidator, having investigated the affairs of the said S. B. and believing that such compromise will be beneficial to the said Company, hath in exercise of the power for that purpose given to him by the Winding-up Act, agreed to accept the same, subject to the sanction of the Master in Ordinary and to the conditions and agreements hereinafter contained. And the said Master in Ordinary having sanctioned the said compromise and having approved of this indenture as testified by his signature in the margin hereto. Now it is hereby agreed by and between the said parties hereto:

1st. That the said liquidator shall before the _____ day of _____ next apply to the said Master in Ordinary to sanction this Agreement of compromise.

2nd. That upon this Agreement being sanctioned by the said Master in Ordinary the said S. B. shall, within _____ days next after such sanction, pay to the said liquidator the said sum of \$ _____ and when thereto required shall do and execute all such acts and deeds as may be necessary for transferring or surrendering and releasing to the said liquidator on behalf of the said Company or in such manner as the said Master may direct, the said shares held by the said S. B. in the said Company and all claim and demand whatsoever which the said S. B. has or may have against the said Company in respect of the said shares, or the distribution of the assets of the said Company or otherwise howsoever.

3rd. That the said sum of \$ _____ and the transfer or surrender and release of the said shares and interests of the said S. B. as aforesaid, shall be accepted by the said liquidator as and shall be deemed and taken to give to the said S. B. a full and complete discharge from all calls and liabilities, claims and demands whatsoever, which the said Company or the said liquidator thereof, now has or may hereafter have or be entitled to

against the said S. B. in respect of his being or having been the holder of the said shares or otherwise as a contributory of the said Company.

4th. That in case this Agreement shall not be sanctioned by the said Master it shall cease and determine and the said liquidator and the said S. B. shall be remitted to their original rights with respect to each other, as if this Agreement had not been entered into.

5th. That in case this Agreement shall be sanctioned by the said Master, and the said S. B. shall not in all respects perform the same on his part, the said liquidator shall be at liberty, with the sanction of the said Master and without notice to the said S. B., to enforce the performance thereof, or, with the like sanction to give notice to the said S. B., that he abandons this Agreement, whereupon the same shall cease and determine and the said liquidator shall be entitled to proceed against the said S. B. to enforce payment of the said sum of \$ or so much thereof as shall then remain due and unpaid, as if this Agreement had not been entered into.

CONFIRMATION of Agreement for Compromise.

(Style of Cause.)

Upon the application of , liquidator, upon reading, etc., it is ordered that the conditional Agreement dated, etc., and made, etc., for the compromise of the debt of \$, due from the said X. (as a contributory of the above-named Company), be confirmed and carried into effect.

ADVERTISEMENT FOR SALE.

JUDICIAL SALE OF ASSETS OF THE
COMPANY, LIMITED,
and .

IN THE MATTER OF THE COMPANY, LIMITED,
AND IN THE MATTER OF THE WINDING-UP ACT.

Sealed tenders will be received addressed to "George O. Alcorn, Esquire, Master-in-Ordinary, Osgoode Hall, Toronto, Ont.," and marked "Tenders in the Matter of the Company, Limited," up to twelve o'clock noon of

19 , for the purchase of certain assets of the above Company, consisting of:

PARCEL No. 1—

Being part of , Township
of District of ,
containing approximately acres
more or less, valued at \$

Buildings thereon, including—
With other erections and sheds valued
at

Plant, tools and accessories therein—
As per inventory

_____ \$

Subject to First Mortgage Bonds and
Interest \$

Other liens and encumbrances as per
list

Surplus \$

PARCEL No. 2—

Real estate in the of ,
being Lots , Block , Plan ,
on the side of Main Street,
containing acres more or less,
valued at

Together with buildings and erections
thereon, including
and other erections, the whole valued
by the Company at

Plant, machinery and patterns therein,
valued at

_____ \$

Subject to mortgages with interest. . . .

Surplus \$

PARCEL No 3—

Chattel and furniture, as per inventory at _____, Ont. \$

PARCEL No. 4—

Chattels and furniture, as per inventory at _____, Ont.

PARCEL No. 5—

Merchandise and supplies at _____, Ont., approximately

PARCEL No. 6—

Merchandise and supplies at _____, Ont., approximately

PARCEL No. 7—

Accounts receivable—
accounts, \$ per list..... \$

Claims against contributories, approximately

Total \$

Tenders will be received for the seven parcels en bloc and persons so tendering are required to state the amount apportioned by them to each parcel. Tenders will also be received for Parcels 1, 4 and 5, taken together, and for Parcels 2, 4 and 6, taken together, and for any of the parcels separately, and the liquidator, with the approval of the Court, may accept any such tender or may accept any tender en bloc as to any one or more parcels therein tendered for at the amounts thereby apportioned thereto.

Parcel No. 1 is subject to certain mortgage bonds guaranteed by the City of _____ and other liens and encumbrances, and also to the terms of an agreement with the City of _____. Tenders received will be for the equity in such property, the purchaser being required to accept the parcel as it stands, assuming the mortgages and liens against the same and also the performance of the agreement with the City of _____

Parcel No. 2 is subject to mortgages and encumbrances to the amount of \$. Tenders will be received for the equity in the parcel but the purchaser will be required to assume the encumbrances and to accept the parcel as it stands.

All taxes and insurance, water rates and similar items will, in respect of Parcels 1 and 2, be adjusted to the date of sale, the purchaser assuming all other liens and encumbrances, together with interest.

As to Parcels 1 and 2, the purchaser shall search the title at his own expense, and vendor shall not be required to furnish any abstracts or produce any deeds, declarations or other evidence of title, except those in his possession. The purchaser shall have ten days in which to make any objection or requisitions, which, if the liquidator shall from any cause be unable or unwilling to answer, he may rescind the sale, in which case the purchaser shall be entitled only to a return of the deposit money, without interest, costs or compensation.

The purchaser must satisfy himself as to existence and value of the assets hereby advertised for sale, and to the validity of the liquidator's title thereto, and shall not be entitled to rely on any statement made by the liquidator herein.

Parcels 3, 4, 5 and 6 will be sold subject to shorts and longs at the date of the sale and the tendered price shall be increased or reduced accordingly. Subject to shorts and longs as to quantity the inventories made by the liquidator shall be the basis of prices.

Parcel No. 7 will be sold without any guarantee of any kind or character. The purchaser must accept such rights as are possessed by the Company or the liquidator.

TERMS OF SALE.

Ten per cent. cash or marked cheque with tender. Fifteen per cent. in ten days after mailing notice of acceptance, within which time all adjustments shall be made, and the balance in three equal instalments at three, six and nine months thereafter with interest at seven per cent. secured to the satisfaction of the liquidator.

If any purchaser whose tender is accepted fails to comply with any of the conditions of the sale, the deposit will be forfeited to the liquidator as liquidated damages. Each tender

must contain an address to which notice of acceptance may be mailed. The highest or any tender not necessarily accepted. The cash or cheque accompanying each tender will be returned without interest if such tender is not accepted.

The tenders will be opened at the office of the Master-in-Ordinary, Osgoode Hall, Toronto, at twelve o'clock noon, on , 19 , at which time all tenderers should be present.

Other conditions shall be the standing conditions of sale of the Supreme Court of Ontario.

Inventories may be seen at the Company's premises at and , and further particulars as to properties, inventories and encumbrances may be had on application to the liquidator or his solicitors.

Dated this day of 19 .

.....
Liquidator,

Street, Toronto.

.....
Solicitors,

Building, Toronto.

APPOINTMENT of Liquidator's Solicitor.

(*Style of Cause*).

I hereby appoint Messrs. , of the City of , Solicitors and Law Agents, to act as my Solicitors in connection with the winding-up of the above-named Company.

Dated at , this day of 19 .

Liquidator.

Approved.

Master in Ordinary.

APPROVAL of Conditional Contract for Sale.*(Style of Cause).*

Upon the application of G., the liquidator, etc.

It is ordered that the conditional contract entered into between the said liquidator and B., of _____, for the sale of, etc., be carried into effect. And the said B. declaring himself content with the title to the premises, it is ordered that the said B. pay to the said liquidator, etc., the sum of \$ _____, being the purchase money as agreed for the company's rights and interests in the said _____; and that upon such payment being made, the said B. may be let into immediate possession of the said rights and interests. And it is ordered that upon such payment being made the said liquidator do join in and execute a proper assignment under the seal of the said Company of such rights and interests to the said B., his executors or administrators, such assignment to be settled by the Master in Ordinary in case the parties differ about the same.

CALLS.**LIQUIDATOR'S Affidavit as to Necessity for Call.**

I, _____, of, etc., the liquidator of the above-named Company, make oath and say, as follows:

1. I have in the schedule now produced and shewn to me, and marked with the letter "A," set forth a statement shewing the amount due in respect of the debts proved and admitted against the said Company, and the estimated amount of the costs, charges and expenses of and incidental to the winding up the affairs thereof, and which several amounts form in the aggregate the sum of \$ _____ or thereabouts.

2. I have also in the said schedule set forth a statement of the assets in hand belonging to the said Company, amounting to the sum of \$ _____ and no more. There are no other assets belonging to the said Company, except the amounts due from certain of the contributories of the said Company and to the best of my information and belief it will be impossible to realize in respect of the said amounts more than the sum of \$ _____ or thereabouts.

3. persons have been settled on the list of contributories of the said Company in respect of the total number of shares.

4. For the purpose of satisfying the several debts and liabilities of the said Company, and of paying the costs, charges and expenses of and incidental to the winding up the affairs thereof, I believe the sum of \$ _____ will be required in addition to the amount of the assets of the said Company mentioned in the said Schedule "A."

5. In order to provide the said sum of \$ _____ it is necessary to make a call upon the several persons who have been settled on the list of contributories as before mentioned, and having regard to the probability that some of such contributories will partly or wholly fail to pay the amount of such call, I believe that for the purpose of realizing the amount required, as before mentioned, it is necessary that a call of \$ _____ per share (or _____ per cent.) should be made.

of _____, this _____ day
of _____, 19 _____,)
before me: _____)
Sworn at _____, in the County _____

If there is a committee of inspection the liquidator should also state the advice he has received from the committee.

ORDER Sanctioning the Call.

(Style of Cause, Etc.)

Upon the application of the liquidator of the above-named Company, and upon reading the affidavit of the said liquidator, filed _____, 19 _____, and the exhibit marked "A" therein referred to, and an affidavit of _____, filed _____, 19 _____, it is ordered that leave be given to the liquidator to make a call of \$ _____ per share on all the contributories of the said Company (or as the case may be); and it is ordered that each such contributory do, on or before the _____ day of _____, 19 _____, pay to the liquidator of the Company the amount which will be due from him or her in respect of such call.

ORDER for Payment of Call Due from a Contributory.*(Style of Cause, Etc.)*

Upon the application of the liquidator of the above-named Company, and upon reading the order, dated the day of , 19 , an affidavit of filed the day of , 19 , an affidavit of the said liquidator, filed the day of , 19 , it is ordered that C. D. of, etc. (or E. F. of, etc., the legal personal representative of L. M., late of, etc., deceased), one of the contributories of the said Company (or if against several contributories, the several persons named in the second column of the schedule to this order being respectively contributories of the said Company), do on or before the day of , 19 , or within four days after service of this order, pay into the bank of to the account of the liquidator of the Company (or to A. B. the liquidator of the said Company, at his office No. street, in the) the sum of \$ (if against a legal personal representative add, out of the assets of the said L. M., deceased, in his hands as such legal personal representative as aforesaid to be administered in due course of administration if the said E. F. has in his hands so much to be administered; or if against several contributories the several sums of money set opposite their respective names in the sixth column on the schedule hereto) such sum (or sums) being the amount (or amounts) due from the said C. D. (or L. M.) (or the said several persons respectively) in respect of the call of \$ per share made by the said order dated the day of , 19 .

The schedule referred to in the foregoing order.

| No. on list. | Name. | Address. | Description. | In what character included. | Amount due. |
|--------------|-------|----------|--------------|-----------------------------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |

Sometimes these successive directions are embodied in one order of which the following is a form:—

ORDER FOR CALL.

(Style of Cause, Etc.)

1. Upon motion made unto this Court this day by counsel for the liquidator of the Company in the presence of counsel for certain creditors and in the presence of counsel for _____ and in the presence of _____ in person, no one appearing for the other contributories although duly notified in that behalf as by affidavits of personal service appears.

2. Upon opening of the matter and upon hearing read the notice of motion and the affidavits of service filed, the Winding-up Order made herein, the report of the Master in Ordinary dated the _____ day of _____, 19____, the affidavit of the liquidator of the said Company filed on this application and the exhibits therein referred to, and upon hearing what was alleged by counsel aforesaid and it appearing that there are certain of the persons settled on the list of contributories by the said report of the Master in Ordinary who have already paid or who have arranged with the said liquidator for the payment of the amounts found due by them as contributories of the said Company by the said report and that there are certain others who have not been served with notice of this motion and against whom no order is asked at present.

3. It is ordered that all the persons named in Schedule "A" to this order being contributories of the said Company settled on the list of contributories by the said report of the Master in Ordinary do, having regard to the provisions of the 4th, 5th and 6th paragraphs hereof, on or before the _____ day of _____, 19____, pay into the _____ Bank at the _____ to the credit of the official liquidator of the above Company the several sums of money set opposite their respective names in Schedule "A" and that in default of such payment as aforesaid execution do issue against the said parties respectively for the said amounts, subject to the provisions in the 4th, 5th and 6th paragraphs hereof.

4. And it is further ordered that the amounts found due by the persons named in Schedule "B" hereto annexed who are representatives or trustees for other parties and named in the books of the Company as executors or trustees of other parties, be paid into the said bank to the credit of said liquidator out of

the amounts that come to their hands, or which may hereafter come to their hands respectively as such executors and trustees and not otherwise.

5. And it is further ordered that as to persons described in Schedule "C" hereto as being married women, the amount found due by them respectively as contributories of said Company be payable out of their separate property and not otherwise.

6. And it is further ordered that execution against the parties referred to in the preceding paragraph hereof be limited to the separate property of the said parties not subject to any restriction against anticipation unless by reason of s. 21 of the Married Women's Property Act, such property shall be liable to execution notwithstanding such restriction.

7. And it is further ordered that the liquidator be at liberty to apply hereafter as he may be advised for an order for payment of the amount of their several liabilities by those contributories referred to in paragraph 2 hereof who are not included in this order.

8. And it is further ordered that the costs, charges and expenses of the said liquidator of this application as between solicitor and client be paid out of the assets of the said Company after taxation thereof.

LIBERTY to Sue for Calls in United States.

(Style of Cause).

Upon the application, etc., it is ordered that the liquidator be at liberty to institute proceedings in the United States of America against D., of _____, New York, in the United States of America, to recover the sum of _____, being the amount of the arrears of calls and interest due on the shares held by him in the above-named Company, as appears from the certificate, dated, etc., and it is ordered that the liquidator be indemnified in respect of such proceedings out of the assets of the Company.

ORDER Making Call on Contributories (Another Form).

(Style of Cause).

Upon the application, this day, made on behalf of the liquidator of the above-named bank, in presence of counsel for contesting shareholders, upon reading the affidavit of _____, filed, and _____, filed, and upon hearing what was alleged by counsel aforesaid.

1. It is ordered that a call be, and the same is hereby made upon each of the contributories heretofore or hereafter settled upon the list of contributories herein for one hundred per centum of the amount for which they are or may be respectively settled upon the said list of contributories.

2. It is further ordered and adjudged that the several contributories settled upon the list of contributories do, on or before the _____ day of _____, 19____, or in case of contributories hereafter settled upon the list of contributories within ten days from the date at which they are so settled upon the list, pay to _____, the liquidator herein, the amounts due from them respectively in respect of such call, together with such interest thereon if any, as may now or hereafter be ordered.

3. And it is further ordered that a copy of this order or any notice of motion for judgment or other notice or document may be served upon any contributory by posting a copy of this order or of the said notice of motion or other notice or document in a registered letter, postage prepaid, addressed to the said contributory, either at the address appearing in the report settling the said contributory upon the said list of contributories or at any other address given in writing to the liquidator by such contributory, and that such notice shall be considered to be given one day after such letter is posted.

.....
Official Referee.

ENDORSEMENT on Order.

To

Contributory No.

Take notice that the amount due from you in respect of the call made by the within Order is the sum of \$ _____ which sum is to be paid by you to _____, liquidator of the _____, Toronto, on or before the day of _____, 19 _____.

And further take notice that in default of payment of the said sum an application will be made to the Official Referee, in his chambers, in the _____, Toronto, on day the _____ day of _____, 19 _____, at the hour of two o'clock in the afternoon, or so soon thereafter as counsel may be heard, for an Order directing that judgment may be entered against you for the full amount of the said call, and interest, if any, and costs.

Dated this _____ day of _____, 19 _____.

.....
Solicitor for
Liquidator of The

This order is issued by A. B., Solicitor, for liquidator of _____.

ORDER for Call and payment (Another Form).

IN THE SUPREME COURT OF ONTARIO.

Before _____, Esquire, } the _____ day
Official Referee. } of _____, 19 _____.

In the matter of _____, and in the matter of the Winding-up Act and amendments in the matter of _____

Contributory Number _____

Upon the application of the liquidator of the _____, upon hearing read the Winding-up Order and Order of Reference herein, the summons to contributories, the report made herein settling the list of contributories, and the notice of motion

for call and the order of the Honourable Mr. Justice _____, approving of compromise made between the liquidator and the said contributories, and upon hearing what was alleged by counsel for the liquidator and for the contributories; and it appearing that the appeals on behalf of the said contributories have been dismissed.

1. It is ordered that a call be and the same is hereby made against the above-named contributory for the amount payable by the said contributory as hereinafter ordered.

2. It is further ordered that _____, Liquidator of the _____, do recover from the above-named contributory the sum of _____ dollars and his costs of the proceedings herein fixed at the sum of fifteen dollars (\$15.00).

3. And it is further ordered that the liquidator be at liberty without further order of this Court, to issue execution against the above-named contributory for the above amount and interest thereon and costs.

4. And it is further ordered that a copy of this order be forthwith mailed in an envelope, postage prepaid, addressed to the above-named contributory at the address appearing opposite the name of the said contributory in the list of contributories above referred to.

.....
Official Referee.

Endorsement.

TAKE NOTICE that under the terms of the settlement approved of by the Court, the liquidator is at liberty to obtain judgment against you for the amount referred to herein, and in the form hereto annexed.

AND FURTHER TAKE NOTICE that if you do not pay the said amount prior to the _____ day of _____, 19____, together with interest on the total amount referred to in the said judgment for principal and costs at the rate of five per cent. per annum from the _____ day of _____, 19____, the liquidator may issue the said judgment and obtain execution thereon.

Remittances may be sent to _____, Toronto.

Dated the _____ day of _____, 19____.

.....
Solicitors for the Liquidator.

DEFENCE of Contributory (General Form).

Style of Cause, etc.

STATEMENT OF DEFENCE OF

1. This contributory says that he is not liable to contribute to the assets of the said Company under the provisions of the Winding-up Act or any amendments thereto.

2. The contributory further says that he is not a shareholder of the said Company.

3. This contributory further says that he entered into no contract whatever with the said Company and is not liable to the said Company or the liquidator thereof.

4. This contributory further says that the subscription alleged to be signed by him created no liability for which the said Company or said liquidator is entitled to recover in the said proceedings.

5. This contributory further says that if he signed any subscription for stock, which he does not admit but denies, his subscription was obtained by false and fraudulent representations made on behalf of the Bank by the agent of the said Bank or the Provisional Directors or the promoters thereof and that he is not liable in respect thereof.

6. This contributory says no allotment of shares to him was made [or the allotment of shares was irregular and void.]

7. This contributory says that no notice of allotment of shares was given to him.

8. This contributory further says that no prospectus or statement in lieu of prospectus was delivered to him at or before his subscription, and that he elected to withdraw his subscription before or within 10 days after notice of allotment to him of the shares in respect of which he is sought to be made liable. This contributory relies on the provisions of section 101, sub-sections (1), (3) and (4), and section 102 of the Ontario Companies Act, R. S. O. 1914, cap. 178.

9. This contributory says the application made by him was subject to a condition precedent which has not been performed, and that he never became a shareholder of the said Company.

10. This contributory further says that he is entitled to be repaid by the liquidator out of the moneys in the hands of the liquidator received from the Provisional Directors or the promoters of said Company all the sums of money which he has contributed thereto.

11. This contributory reserves the right to raise all such other defences as the justice of the case may require.

Delivered this day of , 19 ,
by , No. Building, Toronto, Solicitor
for the above-named contributory.

DEFENCE of Contributory (Another Form with Special Defences).

IN THE SUPREME COURT OF ONTARIO.

IN THE MATTER OF Company, Limited.

And in the matter of the Winding-up Act, chapter 144, of the Revised Statutes of Canada, 1906, and Amending Acts.

STATEMENT OF DEFENCE OF

1. This contributory says that he is not liable to contribute to the assets of the said Company under the provisions of the Winding-up Act or any amendments thereto.
2. This contributory further says that he has paid in full for any shares of stock in the said Company for which he subscribed and is not a shareholder in respect of any unpaid stock in the Company.
3. This contributory further says that he entered into no contract whatever to purchase shares in the Company, and is not liable to the said Company or any liquidator thereof.
4. This contributory further says that he never executed any application for stock, and that any document alleged to have been executed by him created no liability upon which either the said Company or liquidator is entitled to recover in these proceedings, as the same was executed through misrepresentation and fraud of the servants and agents of the above-mentioned Company.

5. This contributory further says that no shares were ever allotted to him by the Directors of the said Company, and that no notice of any allotment of shares was ever sent or received by him, nor does his name appear as a shareholder for any unpaid shares upon any of the books or records of the Company.

6. This contributory further says that before any shares were allotted to him by the said Company he repudiated the application which he may have made on the ground of misrepresentation, and the Directors of the Company cancelled and set aside the alleged application.

7. This contributory further alleges that at a meeting of the Directors of the Company duly held in the City of _____ on the _____ day of _____, 19____, the offer by which it is alleged that the contributory offered to subscribe for or underwrite certain shares of stock in the Company, was, after the same had been thoroughly discussed by the Directors, and after they had been notified that proceedings would be instituted forthwith to set the same aside, cancelled on the ground of misrepresentation by the servants and agents of the Company and a resolution was duly passed unanimously by the Directors to that effect and this contributory was duly notified by the Company of such cancellation.

8. This contributory further alleges that the meetings at which shares of the said Company were purported to be allotted were irregular and invalid, and all alleged allotments of shares of stock of the Company to the contributory were irregular and invalid.

9. This contributory further alleges that the Directors who purported to allot the said shares and deal with the aforesaid matters were not Directors in fact or in law of the Company, and their acts in respect of the said matters were void.

10. This contributory further says that if he signed any application for shares or any offer to underwrite the shares of this Company, the said offer or application was withdrawn and demand made for cancellation thereof before the acceptance of the application or offer by or on behalf of the Company, and that there was never any binding contract entered into.

11. This contributory further says that if he did offer to underwrite a certain amount of the stock of the said Company or sign an application for same, the same was conditional upon the

DEMAND (Another Form).

To

THE COMPANY, LIMITED, TORONTO, CANADA.

hereby requires you to pay to him the sum of dollars and cents, being the amount of unpaid salary, travelling expenses and other items (or as the case may be) due by you to him as per memorandum hereunder written and for the purpose of evidencing the same, the said makes the aforesaid demand in writing.

Dated this day of , 19 .

[Here set out particulars.]

MISFEASANCE SUMMONS.

(Style of Cause, etc.)

Let all parties concerned attend before the Master-in-Ordinary at his Chambers, Osgoode Hall, Toronto, on the day of , 19 , at the hour of 11 o'clock in the forenoon, on the hearing of an application on the part of the liquidator of the above Company, that it may be declared that

 , Directors of the above-named Company, are guilty of misfeasance and breach of trust in relation to the above-named Company, inasmuch as and generally that the said Directors acted in their own interests and contrary to the interests of the Company in breach of their duties as Directors and of the provisions of the statute in that behalf.

And that it may be declared that the said Directors are jointly and severally liable to the said Company and to , Esquire, as the liquidator thereof, and also are liable to make good any loss which the said Company may have sustained by reason of such misfeasance or breach of trust, and that the said Directors may be ordered to pay to the applicant his costs of and relating to this application; or that such other order may be made in the premises as the nature of the case may require.

Master-in-Ordinary.

ORDER on Misfeasance Summons.*(Style of Cause, etc.)*

Upon the application, etc.

It is hereby declared that _____ and _____ are guilty of misfeasances and breaches of trust in relation to the above-named Company and have become liable to contribute the several sums hereinafter mentioned to the assets of the above-named Company.

And it is ordered that the said several persons do within _____ days after service of this order upon them respectively pay to the liquidator of the said Company the respective sums set opposite their respective names in the second column of the schedule to this order, together with the liquidator's costs of and incidental to this application.

Schedule showing names, amounts and costs.

NOTICE of Appointment of Permanent Liquidator.

IN THE SUPREME COURT OF ONTARIO.

In the matter of the _____ Company, and in the matter of the Winding-up Act and amendments thereto.

Take notice that, pursuant to the Winding-up Order in the matter of the above-named Company, dated the _____ day of _____, 19____, the undersigned will on _____ the _____ day of _____, 19____, at the hour of _____ in the afternoon, in his Chambers at Osgoode Hall, Toronto, appoint a permanent liquidator of the above-named Company, and let all parties then attend.

Dated this _____ day of _____, 19____.

Official Referee.

[Name of Solicitors.]

Solicitors for Provisional Liquidator.

NOTICE to Creditors to Send in Claims.

JUDICIAL NOTICE TO THE CREDITORS OF _____ CORPORATION, LIMITED.

Pursuant to the Winding-up Order, made by the Supreme Court of Ontario in the matter of _____ Corporation, Limited, and dated the _____ day of _____, 19____, the creditors of the above-named Company, and all others having claims against the said Company having its chief place of business at Toronto, are, on or before the _____ day of _____, 19____, to send by post prepaid to the liquidator of said Company, at his office No. _____ Street _____, Toronto, their Christian and surnames, addresses and descriptions, the full particulars verified by oath of their claims, and the nature and amount of the securities, if any, held by them, and the specified value of such securities, or in default thereof, they will be peremptorily excluded from the benefits of the said Winding-up Order. The undersigned will, on the _____ day of _____, 19____, at ten o'clock in the forenoon, at his Chambers, hear the report of the liquidator upon the said claims and let all parties then attend.

Dated this _____ day of _____, 19____.

Official Referee.

NOTICE OF MEETING.

IN THE SUPREME COURT OF ONTARIO.

In the matter of The _____ Company, Limited, and in the matter of the Winding-up Act.

Take notice that a meeting of the creditors, shareholders, and contributors of the above-named Company will be held at my office, Osgoode Hall, Toronto, on _____ the _____ day of _____, 19____, at the hour of 12.15 p.m., for the purpose of considering a plan of re-organization of the said Company and of considering a sale of the undertaking and assets of the above-named Company, and for the purpose of ascertaining the views and wishes of the shareholders and unsecured creditors of the above-named Company as to composition of the claims of the unsecured creditors or as to payment of the said

4. And it is further ordered that the costs of the said petition and order for winding-up and of this motion of the applicant and of the said Company [and the receiver and said creditors] be taxed and be paid by the said Permanent Liquidator out of the assets of the said Company which shall come to his hands.

ORDER for Appointment of a Permanent Liquidator

(Style of Cause).

Upon the application of _____ (the petitioning creditor), and upon reading the report of the result of the meetings of creditors and contributories held respectively on the day of _____, 19____, and on the _____ day of _____, 19____, and upon reading the affidavit of _____, and what was alleged on behalf of the parties attending hereon.

It is ordered that _____, of _____, be appointed liquidator of the above-named Company on his giving security to the amount of \$ _____ for the due performance of his duties as such liquidator.

2. And it is further ordered that the said liquidator do deposit at interest in the Bank of _____ all sums of money coming into his hands belonging to the said Company whenever and so often as such sums amount to \$100, pursuant to the statute in that behalf.

3. And it is further ordered that the costs of and incidental to this application be costs in the winding-up.

Dated the _____ day of _____, 19____.

ORDER Directing a Meeting of Creditors to be Held.

IN THE SUPREME COURT OF ONTARIO.

In the matter of the _____ Company, Limited,
and in the matter of the Winding-up Act.

Esq., K.C., Master-in-Ordinary
the _____ day of _____,
19____.

Upon the application of the liquidator and upon reading his affidavit filed, and upon hearing counsel for the liquidator:

1. It is ordered that a meeting of the creditors, shareholders and contributories of the above-named Company be held at my office, Osgoode Hall, Toronto, on _____, the day of _____, 19____, at the hour of 12.15 p.m., for the purpose of considering a plan of reorganization of the said Company and of considering a sale of the undertaking and assets of the above-named Company, and for the purpose of ascertaining the views and wishes of the shareholders and unsecured creditors of the above-named Company as to a composition of the claims of the unsecured creditors and as to payment of the said claims in instalments or by the acceptance of the obligations of a purchasing Company.

Master-in-Ordinary.

ORDER Calling Meeting of Creditors and Shareholders.

This matter coming on to-day in the presence of the liquidator and of certain creditors, contributories and shareholders of the said Company, upon hearing what was alleged by counsel for the liquidator, and by certain of the creditors, contributories and shareholders personally and by counsel,

1. It is ordered that a meeting of the creditors of the said Company be summoned and held for the purpose of appointing a person or persons, not exceeding four, to represent them, in order that the wishes of the creditors of the said Company may be ascertained through the said representatives at such times and in such manner as may hereafter be directed.

2. And it is further ordered that a separate meeting of the contributories and shareholders of the said Company be summoned and held for the purpose of appointing a person or persons, not exceeding four, to represent them, in order that the wishes of the said contributories and shareholders of the said Company may be ascertained through the said representatives at such times and in such manner as may hereafter be directed.

3. And it is further ordered that the said meetings be summoned by _____, who is hereby appointed to act as Chairman thereof and to report the results of the meetings to the _____ and to make a report to him of the lists of the creditors, contributories and shareholders who shall have voted at the said separate meetings if hereafter required.

4. And it is further ordered that proof of the claims of the creditors who voted at said meetings shall be to the satisfaction of the Chairman thereof.

5. And it is further ordered that _____ may act as Secretary of the said separate meetings and record their proceedings.

6. And it is further ordered that the mode of notifying the creditors, contributories and shareholders of the said meetings be as determined by the said Convener and Chairman.

7. And it is further ordered that the costs and expenses of and incidental to this application and order, and to the summoning and holding of the said separate meetings of creditors and shareholders, be costs in this matter to the said liquidator, and allowed to the said liquidator on passing his accounts.

Master-in-Ordinary.

ORDER of Removal from List of Contributories.

(Style of Cause).

Upon the application of _____, liquidator of the said Company to place _____, of the City of _____, in the Province of Ontario, on the list of contributories of the said Company, and upon hearing the evidence adduced and the argument of counsel as well for the said liquidator as for the said _____.

1. It is ordered that the said application be and the same is hereby dismissed and that the said _____ be struck off the list of contributories of the said Company.

2. And it is further ordered that the costs of the said of the said application be paid forthwith after taxation by the said liquidator out of the assets of the said Company.

ANOTHER FORM.

(Style of Cause).

Upon the application of the liquidator to settle upon the list of contributories, and upon hearing counsel as well for the liquidator as for the said _____ and the liquidator

and the said _____ by their counsel having agreed, subject to the ratification by the Court, that the said claim shall be settled by the said _____ paying to the liquidator \$ _____, which amount has been paid, and the Court approving the said settlement,

It is ordered that the name of the said _____ be struck off the list of contributories.

It is further ordered that the said _____ shall have no claim upon any surplus that the liquidator may at any time have in his hands for distribution amongst shareholders after payment of the claims of creditors.

ORDER Discharging Liquidator.

(Style of Cause).

Upon the application of _____, the liquidator herein, and upon hearing the proceedings and evidence in this matter, and it appearing that the said _____ has accounted for all moneys received by him and has paid all accounts and dividends ordered except as to certain small sums amounting to the sum of \$ _____ mentioned in his accounts herein and for which it appears that he has issued cheques to the several parties mentioned in said accounts;

It is ordered that the said _____ be and he is hereby discharged from further liability and from his office as such liquidator.

And it is further ordered that the bond given by him on his appointment as such liquidator be delivered to him, cancelled and discharged.

And it is further ordered that in case the cheques for the several sums amounting to the said sum of \$ _____ be not presented to the _____ Bank within three years from the date of this order the said Bank shall at the end of the said three years pay over the same or so much thereof as shall be then remaining in the said Bank unclaimed with the accrued interest thereon to the Minister of Finance pursuant to the 136th section of the Winding-up Act, chapter 144, of the Revised Statutes of Canada.

ANOTHER FORM.

(Style of Cause).

Upon the application of _____, the liquidator herein,

And upon hearing the proceedings and evidence in this matter,

And it appearing that the said _____ has accounted for all moneys received by him and has paid all accounts and dividends ordered,

It is ordered that the said _____ be and he is hereby discharged from further liability and from his office as such liquidator,

And it is further ordered that the bond given by him on his appointment as such liquidator be delivered to him cancelled and discharged.

ANOTHER FORM.

(Style of Cause, etc.)

Upon the application of _____ and _____, the liquidators herein, and upon hearing the proceedings and evidence in this matter, and it appearing that the said liquidators have accounted for all moneys received by them, and have paid all accounts ordered, and have paid over to the _____ Bank of Canada \$ _____, being the amount found to be in their hands available for distribution.

It is ordered, etc., as in preceding form.

ORDER Giving Leave to Borrow.*(Style of Cause, etc.)*

Upon application of the liquidators, _____,
and _____, in the presence of counsel for the liquidators,
and upon hearing read the consent of The _____ Trust Com-
pany and _____, and upon hearing what was alleged by
counsel aforesaid,

It is ordered that the liquidators be at liberty to borrow from
The _____ Bank of Canada immediately or from time to time
such sum or sums as they may require for the payment of cur-
rent expenses of liquidation not exceeding in the whole \$ _____,
and the rate of interest on the amount borrowed not exceeding
_____ per centum per annum.

And it is further ordered that the amount so to be borrowed
with interest thereon do constitute a first charge upon all the
assets of the Company subject only to any existing charge there-
on, other than the charge or charges represented by the said
Trust Company, and that the liquidator be at liberty to execute
a proper instrument or instruments for perfecting such charge
and that the costs of this application and of the carrying out
the said loan be paid out of the assets of the Company.

.....
Master-in-Ordinary

ORDER Giving Liberty to Provisional Liquidator to Carry on Business and Advance Money.*(Style of Cause).*

Upon motion of _____, the petitioners, etc., appoint
W. _____ provisional liquidator (usual directions). And limit and
restrict the powers of the said W. as such provisional liquidator
to the following acts, namely, to carry on and continue the busi-
ness of the Company as far as may be necessary for carrying out
and completing existing contracts and keeping the Company's
furnaces in blast, and for that purpose to raise a sum not exceed-
ing _____ per week at a rate not exceeding _____ per cent.
per annum with the usual banker's commission, by the sale of or

upon the security of the Company's assets, and to make such advances himself. And order that for any advances so made the said W. do have a first charge upon the undertaking of the Company, subject to the incumbrances now existing thereon.

ORDER Giving Liberty to Provisional Liquidator to Borrow.

(Style of Cause).

Upon the application of the provisional liquidator, etc. It is ordered that the said provisional liquidator, for the purposes of carrying on the business of the Company as provided by the said order, be at liberty to borrow immediately or from time to time such sum or sums as he may require for the purpose of carrying on the said business and for payment of current expenses, and for the completion of the works now in course of execution at _____, not exceeding in the whole \$ _____, the rate of interest on the amount so borrowed not to exceed _____ per cent. per annum. And it is ordered that the amount so to be borrowed with interest for the same do constitute a first charge upon all the assets of the Company, subject only to any existing charge thereon. And it is ordered that provisional liquidator be at liberty to execute a proper instrument or proper instruments for perfecting such charge; and the costs of this application and of carrying out said loan be paid out of assets of Company.

ORDER Giving Liquidator Leave to Commence Action.

(Style of Cause, etc.)

Upon the application of, etc.

1. It is ordered that the liquidator be at liberty to institute an action in the Supreme Court of Ontario against _____ to recover, etc., and to proceed to the trial of the said action.
2. And it is further ordered that the costs of this application be in the winding-up.

ORDER Dispensing with Notice to Creditors.

(Style of Cause).

Upon the application of the liquidator of the above-named Company upon hearing read the winding-up order herein dated the _____ day of _____, 19____, and the order of reference of the same date, and the order appointing permanent liquidator of the above-named Company, dated the _____ day of _____, 19____, upon reading the affidavit of _____, and considering the matter and hearing what was alleged by _____, counsel for the liquidator.

It is ordered that all acts, matters and things required or authorized by the above-mentioned winding-up Act and the amending Acts to be done by the liquidator, may be done by the said liquidator and particularly the acts, matters, things and powers referred to in sections 34 and 36 of the Winding-up Act, may be exercised by the said liquidator without the approval, sanction or intervention of the Court and without previous notice to the creditors, contributories, shareholders and members of the said Company, notice to such creditors, contributories, shareholders and members being hereby dispensed with. And the said liquidator may use all legal means by distress or otherwise for the collection of rents due by the tenants of the said Company.

And it is further ordered that this order be read at the meetings of creditors, contributories and shareholders to be hereafter held as provided by order made herein on the _____ day of _____, 19____.

And it is further ordered that the costs of this application and order be costs in the matter to the said liquidator.

Master-in-Ordinary.

ORDER Permitting the Liquidator to Carry on the Business.

(Style of Cause).

Upon the application of the liquidator upon reading, etc., it is ordered that the liquidator be at liberty until further order to carry on the business of the said Company so far as may be necessary to complete contracts already made by the said Com-

pany and to undertake contracts to an extent not exceeding what may be necessary to sell the land, buildings and business of the said Company as a going concern and to use up the stocks of iron and other materials whether manufactured or not in the liquidator's possession, but so that the price of such further contracts shall not exceed \$ _____, and so that any such further contracts shall not take more than six months to complete.

2. And it is further ordered that the liquidator do render accounts (as may be ordered).

3. And it is further ordered that the costs of this application be costs in the winding-up.

ORDER FOR SALE.

(Style of Cause).

Upon the application of the liquidator of the above-named Company, etc. It is ordered that the property of the Company in the following be sold, with the approbation of the Master-in-Ordinary, namely:—(1) The, etc.; (2) The, etc.; (3) and (4). And it is ordered that the moneys to arise by such sale be paid into _____ to the credit of the liquidator to an account to be entitled "Proceeds of sale of property sold in the year _____."

ORDER Re-engaging Manager and Secretary.

Upon the application of the liquidator, etc. It is ordered that the applicants be at liberty to continue the employment of the said H. as manager of the works belonging to the said Company, at a salary of \$ _____ per annum, during the carrying on of the said works, or until further order; such employment to be determinable upon a week's notice in the event of the Company no longer having need thereof. And it appearing that the said liquidator continued the employment of W., the late secretary of the said Company, up to the _____ at a salary of \$ _____ per annum, the Master-in-Ordinary doth approve of the same.

ORDER for Examination under Section 117.*(Style of Cause).*

Upon the application of the liquidator; upon hearing read the affidavit of _____, filed, and upon hearing what was alleged by counsel for the liquidator.

1. It is ordered that _____, one of the Directors of the said _____, do attend before me at my office Toronto, on _____, the _____ day of _____ next at the hour of _____ o'clock in the afternoon for examination pursuant to section 117 of the Winding-up Act, as to his knowledge of the trade dealings, estate or effects of said _____.

2. And it is further ordered that the said _____ do produce before me upon such examination any books, papers, deeds, writings, letter books, or other documents in his custody or power relating to said Company.

3. And it is further ordered that the costs of and incidental to this application be costs to the applicant in the Winding-up.

*Official Referee.***ORDER Staying Winding-up.***(Style of Cause).*

Upon motion made under this Court this day by counsel for _____, the petitioning creditor herein, and the assignee, _____, and the Company assenting, and upon hearing read the orders made the _____ day of _____ 19____, for the winding-up of the said Company, and for the reference and the papers and documents read and referred to on the applications for the said orders, and upon hearing what was alleged by counsel aforesaid.

(1) It is ordered that all proceedings under the Winding-up Order and the Order for Reference herein, made on the day of _____, 19____, be and the same are hereby stayed.

(2) And it is further ordered that _____ of _____, assignee and provisional liquidator, or any creditor or shareholder of the above-named Company, may apply at any time

to appear for him upon such examination and upon whom notice of the said examination may be served, and in default thereof the said Commission may be sent out and the examination may be taken without further or other notice to the said

5. And it is further ordered that upon the execution of the said Commission and the examination of the said witnesses, and before the day of , 19 , the said Commission and the deposition of the witnesses and all proceedings taken under the said Commission, be without delay after the said Commission shall have been executed, transmitted to the Master-in-Ordinary, at Osgoode Hall, Toronto.

6. And it is further ordered that upon the return of the said Commission, either party, upon giving two days' notice of their intention so to do, may be at liberty to open the said Commission and take an office copy or copies thereof and of the said deposition, exhibits or other proceedings returned therewith.

7. And it is further ordered that the costs of this application and of the Commission to be issued in pursuance thereof and the depositions to be taken thereunder, be reserved and dealt with by the Master-in-Ordinary, and if not dealt with by him to be in the discretion of the taxing officer.

PETITION by Creditor to Wind up (Ontario).

IN THE SUPREME COURT OF ONTARIO.

In the matter of the Company, Limited, and
 In the matter of The Winding-up Act, being Chapter 144
 of the Revised Statutes of Canada and Amending Acts.

TO THE HONORABLE THE JUDGES OF THE SUPREME
 COURT OF ONTARIO.

THE HUMBLE PETITION OF

SHIOWETH :

1. That the , Limited, was incorporated by letters patent under the Companies Act, being chapter 79 of the Revised Statutes of Canada (1906) and amending Acts

[and on or about the day of , 19 ,
the said Company was licensed to do business in Ontario.]

2. That the head office of the Company is in the City
of , in the County of .

3. That the objects for which the Company was incorpor-
ated, amongst others, are,

[Here state the main objects as set out in the letters patent.]

And various other objects set out in detail in the letters
patent.

4. The Company was incorporated with an authorized capi-
tal of \$, divided into shares of the
par value of \$100 each, of which shares are
said to be subscribed and shares paid up.

5. Your petitioner is not aware of the facts relating to the
subscription or payment of the said shares and they desire that
the same should be investigated.

6. The Directors of the Company on the 31st December
were as follows:

[Set out names of Directors.]

7. Immediately after the incorporation of the Company,
the Company was organized and proceeded to carry on business
and is still carrying on business (or as the case may be).

8. Your petitioner is a creditor of the said Company to the
amount of \$ in respect of which the said Company
is indebted to your petitioner, and all of the said sum is past due
and owing to your petitioner. The said amount is for goods
supplied (or as the case may be).

9. The said Company is unable to pay its debts as they be-
come due. On the day of , 19 ,
your petitioner caused to be served on said Company, in the
manner in which process may be legally served on it in the
place where service was made, a demand in writing requiring the
Company to pay the said sum of \$ so due, a copy of
which demand and proof of service of same is marked as exhibit
"B" to the affidavit of , filed in support of this
petition.

The said Company has for 60 days next succeeding the ser-
vice of the said demand neglected to pay such sum or to secure
or compound for the same to the satisfaction of your petitioner.

10. On or about the _____ day of _____ the Company called a meeting of its creditors for the purpose of compounding with them [state when meeting held and that petitioner refused to compound his debts, or as case may be.]

11. On or about the _____ day of _____ the Company exhibited to its creditors and to _____ a statement shewing its inability to meet its liabilities; a copy of the said statement is marked as exhibit "C" to the affidavit of _____ filed in support of this petition.

12. On or about the _____ day of _____ the Company assigned, removed and disposed of or attempted to assign, remove or dispose of certain of its property with intent to defraud, defeat and delay its creditors and your petitioner in particular.

The facts relating to such fraudulent removal and disposition are as follows:—

13. On or about the _____ day of _____ the Company, with intent to defraud, defeat and delay its creditors, or some of them, procured its money, goods, chattels, land and property, or some of them, to be seized, levied on and taken under legal process of execution, the facts relating thereto being as follows:—

14. On or about the _____ day of _____ the Company made a general conveyance or assignment of its property for the benefit of its creditors, and being unable to meet its liabilities in full, it made a sale or conveyance of the whole or of the main part of its stock in trade or assets without the consent of its creditors and without satisfying their claims, the particulars thereof being as follows:—

15. The said Company has otherwise acknowledged its insolvency and by its president and directors has admitted its inability to meet its liabilities and has asked for an extension of time for payment of its liabilities and the said Company is in fact insolvent.

16. The said Company is about to assign, remove or dispose of some (or as the case may be) of its property with intent to defraud, defeat or delay its creditors or some of them, and your petitioner in particular. The particulars are as follows:—

17. Your petitioner on the day of signed and recovered judgment in this Honourable Court (or as may be) against the Company for the sum of \$ and costs, which costs were afterwards taxed and certified to amount to \$, making together with the said sum of \$ the sum of \$ recovered by the said judgment.

18. Your petitioner (or A.B.) subsequently on the day of , 19 , caused a writ of *feri facias* to be issued out of the Court of against the Company directed to the sheriff of who did proceed thereunder, and on the day of , 19 , did seize, levy upon and take in execution the goods, chattels, land and property of the Company; and the said sheriff has fixed the day of , 19 , for the sale thereof. The Company has permitted the said execution to remain unsatisfied till within four days of the time fixed by the sheriff or proper officer for the sale thereof, and the said execution has remained unsatisfied for fifteen days after such seizure (or as may be).

The said judgment and execution are wholly unpaid and unsatisfied, and the amount is justly due and owing to your petitioner (or A.B.)

19. On the day of A. of presented a petition to this Court entitled in the above matters and alleging among other things that the Company was indebted to him in the sum of \$, and that repeated applications had been made for the payment thereof and that the Company was unable to pay its debts and praying to the effect hereinafter prayed. But the Company is about to pay off the amount due from it to the said A. or to make some other arrangement with a view to the withdrawal of the said petition and the said petition is not being *bona fide* prosecuted.

20. Notice has been given of a meeting of the shareholders of the said Company for the purpose of passing a resolution to wind up the Company under the provision of the Ontario Companies Act, Revised Statutes of Ontario, c. 178.

[NOTE.—It is essential to shew that the petitioner will be prejudiced by the voluntary winding-up of the Company and that better results will be attained by a compulsory winding-up.]

21. On or about the day of , 19 , the Company by deed of mortgage and trust to secure bonds mortgaged and charged its undertaking, property and assets to Trust Company as trustee to secure the sum of \$. Interest on the said bonds is overdue and unpaid and the security under said deed of mortgage and trust has become enforceable. Pursuant to the said deed of mortgage and trust has been appointed receiver and manager of the property and assets of the Company by the holders of the said bonds, and the said is in possession of the property and assets of the Company as such receiver and manager.

22. Your petitioner therefore alleges that the said Company is insolvent in that:—

- (1) It is unable to pay its debts as they become due.
- (2) A demand for payment of the amount due your petitioner was served on the said Company on the day of , 19 , and the said demand has never been complied with.
- (3) It has otherwise acknowledged its insolvency.

23. Your petitioner is also desirous that the affairs and business of the said Company should be investigated and that it should be made to appear in the interest of the creditors, how the insolvency had been brought about and that the personal accounts of the President, directors and shareholders should be investigated, and also that the claims of the different creditors may be investigated and their rights adjudicated upon.

24. Your petitioner is advised that no machinery exists, except under the Winding-up Act, R. S. C. 1906, chapter 144, and amending Acts, to accomplish the above-mentioned objects.

YOUR PETITIONER THEREFORE PRAYS:

(1) That it be declared that the above Company is a corporation to which the provisions of the Winding-up Act and amendments are applicable.

(2) For a declaration that the Company ought to be wound up under the provisions of the said Act and amendments thereto and for an order directing the winding-up of the said Company under the provisions of the Winding-up Act and amendments thereto.

(3) For an order appointing [A.B., of the City of Toronto], a provisional liquidator of the estate and effects of the said Company.

(4) For an order referring it to C.D., Esquire, official referee [or the Master-in-Ordinary] to appoint a permanent liquidator of the said Company and empowering and directing the said to take all necessary steps and conferring upon the said all the powers conferred upon the Court by the Winding-up Act and amendments thereto for the winding-up of the said Company.

(5) And for an order that the costs of this petition, the order for winding-up and of the said reference be taxed and paid to your petitioner out of the assets of the said Company, or for such further or other order as to the Court may seem fit.

AND YOUR PETITIONER WILL EVER PRAY.

Dated at Toronto this day of 19 .

Signature of Petitioner.

[NOTE.—It is well to allege as many of the cases set out in the Act as possible so that if the Company is not found to be insolvent under one it may be proved to be insolvent under one of the other cases.]

ENDORSEMENT.

This petition is filed by Messrs. ,
St., Toronto, solicitors for the within-named petitioner,
whose address is No. Street, Toronto.

NOTICE OF HEARING TO BE ENDORSED ON PETITION AND SERVED WITH PETITION.

Take notice that the within petition will be presented and heard before the Honourable the Presiding Judge in Chambers at Osgoode Hall, in the City of Toronto, on the , 19 . at the hour of o'clock in the forenoon, or so soon thereafter as counsel can be heard, and on such application will be read the affidavits of your petitioner, and this day filed, the exhibits thereon referred to [and the depositions of to be taken in support hereof] and such further or other material as counsel may advise. And that if you do not appear on the said petition at the said

time and place the Court may make such order on the petitioner's own showing as shall appear just.

Dated at Toronto this _____ day of _____, 19 .

Solicitors for the Petitioner.

To—

The _____

Limited.

AFFIDAVIT in Support of Petition.

In the matter of the _____ Limited, and
In the matter of the Winding-up Act, being chapter 144
of the Revised Statutes of Canada and amending Acts.

I _____, of the City of Toronto, in the County of York, make oath and say:—

1. That I am the petitioner herein and have knowledge of the matters herein deposed to.

2. That I have read over the petition now shown to me and marked Exhibit "A" to this my affidavit, and I say that such statements in the said petition as relate to my own acts and deeds are true, and that such of the statements as relate to any of the acts or deeds of any other person or persons are true to the best of my knowledge, information and belief. The grounds of such information and belief are [set out grounds specifically.]

3. Now shown to me and marked Exhibit "B" to this my affidavit is a copy of the demand served on The _____ Limited, together with proof of such service.

4. Now shown to me and marked Exhibit "C" to this my affidavit is a statement exhibited to me by the said Company on the _____ day of _____, 19 _____, showing the Company's inability to meet its liabilities.

5. Exhibit "D" to this my affidavit is a copy of the judgment referred to in the said petition.

Sworn before me at the City of
Toronto, in the County of York
this _____ day of _____, 19 .

A Commissioner, etc.

[NOTE.—It is frequently desirable to set out some of the more important allegations in the petition, verifying them in detail.]

PETITION by the Company.*(Style of Cause, etc.)*

The Petition of the _____ Company, Limited,
 in the _____ of _____
 HUMBLY SHEWETH:

1. That the _____ Company, Limited, was
 incorporated by Letters Patent under the Statutes of the Prov-
 ince of Ontario on or about the _____ day of _____ 19 .

2. The capital stock of the Company was fixed at the sum
 of \$ _____ divided into _____ shares of \$100 each.

3. The Head Office of the Company was placed at the
 of _____ in the County of York.

4. The objects for which the Company were incorporated
 were: [Specify objects].

5. That the Directors at the present time are:

6. Immediately after the incorporation of the Company
 the same was organized and proceeded to carry on business, and
 is still carrying on business.

7. The said Company is insolvent in that:—

(a) That it is unable to pay its debts as they become
 due and is at the present time indebted in or about the sum
 of \$ _____, and has no liquid assets with which to pay the
 said indebtedness.

(b) That it has exhibited a statement showing its in-
 ability to meet its liabilities.

(c) That on the _____ day of _____, 19 _____, the
 Company executed an assignment of its property for the
 benefit of its creditors to _____ of Toronto.

(d) The Company has by resolution admitted its in-
 solvency, and authorized the Solicitors for the Company to
 take steps to petition the Court for a Winding-up Order,
 a copy of which resolution is as follows:—

“The financial condition of the Company was consid-
 ered and discussed at length by the Board, and after
 such discussion and consideration it was resolved that in
 view of the attitude of certain of the creditors of the Com-

pany and the inability of the Company throughout the past year to liquidate its outstanding obligations, the Company do now formally admit its insolvency, and that it is unable to pay its debts as they become due."—Carried.

It was thereupon moved by Mr. _____, seconded by Mr. _____, "that this Company do execute an assignment of its property for the benefit of its creditors to _____ of the City of Toronto, and that the firm of Messrs. _____ do forthwith proceed to petition the Court on behalf of the Company for an order winding up the Company, and that they be authorized on the return of the said petition for winding up to admit the insolvency of the Company and ask for an order for its winding up, and that the proper officers of the Company be authorized and instructed to execute all necessary documents in connection with such assignment and petition."—Carried.

8. Your Petitioner is desirous that the affairs and business of the Company should be wound up, and believes that it is in the interest of the creditors that a winding-up order should be made, and that the rights of all the shareholders and creditors should be investigated and adjudicated upon.

9. Your Petitioner is advised that no machinery exists except under the Winding-up Act to accomplish the above objects.

YOUR PETITIONER THEREFORE PRAYS:

1. That it may be declared that the above-mentioned the _____ Company, Limited, is a corporation to which the provisions of the Winding-up Act and Amendments are applicable.

2. For a declaration that the _____ Company, Limited, ought to be wound up under the provisions of the said Act and Amendments thereto, and for an Order directing the winding up of the said the _____ Company, Limited, under the provisions of the Winding-up Act and Amendments thereto.

3. For an Order referring it to _____, Esq., Official Referee [or as the case may be], to appoint a permanent liquidator of the said the _____ Company, Limited, and empowering and directing the said Official Referee to take all necessary steps and confer upon the said Official Referee all the powers conferred upon the Court by the Winding-up Act and Amendments thereto, for the winding up of the said the _____ Company, Limited.

4. For an Order appointing a Provisional Liquidator of the estate and effects of the said the _____ Company, Limited.

5. For an Order that the costs of this Petition and of the Order for winding-up and of the said Referee be taxed and paid to your Petitioner out of the assets of the said the _____ Company, Limited, or for such further Order as to this Court may seem fit.

AND YOUR PETITIONER WILL EVER PRAY :

DATED at Toronto, in the Province of Ontario, this
day of _____, A.D., 19 .

Petitioner.

**AFFIDAVIT of Officer of Company Verifying
Petition.**

(Style of Cause).

I, _____, of the City of Toronto in the County of York, Esquire, make oath and say that:—

1. I am a Director and President of the _____ Company, Limited, and have knowledge of the matters set out in the petition of the Company for a Winding-up Order.

2. I have read over the Petition hereunto annexed, and marked Exhibit "A" for the winding up of the Company, Limited, and I say that the statements contained in said petition are true and correct.

SWORN before me, etc.

FORM OF PROXY.

IN THE SUPREME COURT OF ONTARIO.

In the matter of, etc.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, an unsecured creditor of the said Corporation in liquidation for the sum of \$ _____ hereby nominates, constitutes and appoints _____ or _____ or either of them or _____ its true and lawful attorneys

or attorney for it and in its name to attend a meeting or any adjournment thereof of the unsecured creditors of the said _____ to be held at _____ in the Court House in the City of _____ on _____, the _____ day of _____, 19____, at the hour of 10 o'clock in the forenoon, for the purpose of considering, and, if deemed advisable, approving, ratifying and confirming a plan or scheme for the re-organization of the said _____ pursuant to _____; to vote at the said meeting or any adjournment thereof on behalf of the undersigned, and generally to exercise at the said meeting or any adjournment thereof, any of the rights or powers of the undersigned in the same manner and with the same effect as if the undersigned were personally present.

IN WITNESS WHEREOF these presents have been executed at the _____ of _____ this _____ day of _____, 19____.

Signed in the presence of }

REPORT of Liquidator on Passing Accounts.

IN THE SUPREME COURT OF ONTARIO.

In the matter of the _____ Company, Limited, and in the matter of the Winding-up Act, being Chapter 144 of the Revised Statutes of Canada 1906, and amending Acts.

REPORT OF LIQUIDATOR, THE _____ TRUST COMPANY.

The Liquidator does hereby respectfully report to this Honourable Court as follows:—

1. That by Order of this Honourable Court, dated the _____ day of _____, 19____, it was declared that the above-named the _____ Company, Limited, is an incorporated Company within the provisions of the Winding-up Act, being Revised Statutes of Canada, Chapter 144, and amending Acts, and it was ordered that the said Company be wound up by the said Court under the provisions of the said Act and amendments thereof.

2. That by further Order of the said Court, dated the said day of , 19 , it was referred to the Master-in-Ordinary of the said Court to appoint a permanent liquidator of the said the Company, Limited, and it was further ordered that the said Master-in-Ordinary should have all such powers as are conferred on the Court by the Winding-up Act and amending Acts as may be necessary for the winding-up of the Company.

3. That by further Order of the said Court, dated the day of , 19 , the Trust Company was appointed permanent liquidator of the estate and effects of the said insolvent Company.

4. That upon being appointed as liquidator as above mentioned, the said the Trust Company entered into possession of the property and assets of the said insolvent Company, as liquidator.

5. That an advertisement for creditors of the said insolvent Company was duly made and a notice to all known creditors to file claims with the liquidator was duly given, and a report on the claims of creditors filed with the liquidator, and also the claims of creditors as appeared from the books of the Company, who did not file claims, was made by the liquidator on the day of , 19 .

6. That the liquidator carried on the business of the said insolvent Company for the purpose of better realizing upon its assets, from the day of , 19 , to the day of , 19 .

7. That the property and assets of the said insolvent Company which came into the hands of the liquidator are fully set out in Schedule "A" hereunto annexed. Of the said property and assets, in part one of the Schedule is set out, the real estate, buildings thereon and equipment in the said buildings. Of the said property and assets, in part two of the said Schedule, is set out the chattel property, consisting of merchandise, stock and book-debts.

8. That on the date of the Winding-up Order, dated the , 19 , above mentioned, all the real property, and machinery and equipment in connection with the buildings forming a part thereof, were subject to a first mortgage or lien in favor of The Bank of Canada for moneys

advanced to the amount of \$ _____ and upwards, the said bank also having a lien by way of assignment on the _____, the said bank also holding an assignment of the book accounts of the said insolvent Company.

9. That the above-mentioned real property, including the machinery and equipment in connection with the buildings forming a part thereof, was duly advertised for sale, and from time to time purchasers were obtained for portions of the said property, and in Schedule "B" hereto annexed, is shown the manner in which the said property and other assets of the said insolvent Company, were disposed of, and to whom they were sold, conveyed and assigned.

10. That in said Schedule "B" is given a true account of all moneys received by the liquidator for the property and assets of the said insolvent Company which came into its hands as such liquidator.

11. That in Schedule "C" hereto annexed is given a true statement of all receipts by the liquidator while in possession of the said property and assets arising out of the operations of the said business.

12. That in Schedule "D" hereunto annexed is given a true statement of the disbursements made by the liquidator for operating expenses while in possession as aforesaid, including wages, taxes, insurance, advertising, liens, new stock and sundry expenses.

13. That in Schedule "E" hereunto annexed is given a true account of the amount paid by the liquidator on account of preferred claims, such as for wages.

14. That in Schedule "F" hereunto annexed is given a true statement of all the disbursements made by the liquidator herein.

15. That of the receipts by the liquidator referred to in said Schedule "B," the equivalent of the sum of \$ _____ has been handed over to The _____ Bank of Canada on account of its lien under the said mortgage and assignment, which said sum is represented in the manner set out in Schedule "G" hereunto annexed.

16. That of the receipts of the liquidator referred to in said Schedules "B" and "C" such part thereof as is set out in Schedule "H" hereunto annexed was received from the proceeds

of assets pledged to the said Bank of Canada under section 88 of The Bank Act, assigned to the said bank or mortgaged thereto.

17. That as appears by said Schedule "H" there is still owing to the said Bank of Canada out of the proceeds of assets, assigned, pledged or mortgaged to the said bank as aforesaid, the sum of \$.

18. That as appears by the affidavit filed on behalf of the said bank dated the day of , 19 , the amount of the present indebtedness to the said bank by the said insolvent Company is the sum of \$, for which the said bank holds no security.

All of which is respectfully submitted.

Dated at Toronto this day of , 19 .

Liquidator.

AFFIDAVIT of Officer of Liquidator Verifying Fore-going Report.

IN THE SUPREME COURT OF ONTARIO.

In the matter of The Company, Limited, and
In the matter of the Winding-up Act, being chapter 144
of the Revised Statutes of Canada, 1906, and amending
Acts.

I, , of the City of Toronto, in the County of
York, make oath and say:—

1. I am of The Trust Company, liquidator of the above-named insolvent Company, and as such have knowledge of the matters herein deposed to.

2. I have read over the liquidator's report herein, dated the day of , 19 , and Schedules "A," "B," "C," "D," "E," "F," "G" and "H" thereto attached, produced and shown to me at the time of swearing this my affidavit, and purporting to be the said liquidator's account of the property and assets of the said insolvent Company, and its dealing with said property and assets, and arising out of its operation of the business of the said insolvent Company, and all

disbursements made by it, in connection with the winding-up of the said insolvent Company, as liquidator, and the said report and schedules do contain a true account of all and every sum and sums of money received by the said liquidator, or by any other person or persons by its or my order, or to my knowledge or belief.

3. The several sums of money mentioned in the said report and schedules hereby verified to have been paid and disbursed, have been actually and truly so paid and disbursed for the several purposes in the said report mentioned.

4. The account in the said schedules is just and true in all and every the items and particulars therein contained, according to the best of my knowledge and belief.

Sworn before me at the City of }
 Toronto, in the County of York, }
 this day , 19 . }

A Commissioner, etc.

REPORT (Final).

(Style of Cause, etc.)

The day of , 19 .

Pursuant to the orders made herein by the Hon. Mr. Justice , and dated the day of , 19 , whereby it was ordered that the Lumber Company, Limited, should be wound up, and it was referred to me to appoint a permanent liquidator and to take all necessary proceedings for and in connection with the winding-up of the said Company, I hereby report,—

1. That on the day of , 1914, I appointed , of the City of Montreal, in the Province of Quebec, , of the Town of , in the County of Hastings, and , of the City of Toronto, in the County of York, liquidators of the Company, they having given security to my satisfaction.

2. That the assets of the said Company were disposed of by the said liquidators with my approval and the sum of \$ realized therefrom.

3. That nothing was realized from contributories liable for unpaid stock, all the shares of the Company being fully paid up.

4. That the amount referred to in paragraph 2 constitutes the total amount of the assets of the above Company realized by the liquidators.

5. That the disbursements of the said liquidators passed before me amounted to the sum of \$.

6. That I have allowed to the said liquidators as remuneration for their services the following sums,—

7. That the costs of the solicitors for the said liquidators, including the costs of the solicitors for the bondholders and creditors, have been taxed and allowed at \$, and those of the Company under the said orders of , 19 , at the sum of \$

8. That after all proper deductions have been made I find that there is the sum of \$ in the liquidators' hands available for distribution.

9. That it appearing that all the assets of the Company are encumbered by a bond mortgage in favor of the Trust Company as trustees and that bonds have been issued pursuant to the said bond mortgage to the amount of \$ and that all bonds so issued have been pledged to the Bank of Canada, and the Bank of Canada having shown that there is due and owing in respect of the said bonds the sum of not less than \$, and the Trust Company having by writing filed in my office consented thereto, and it appearing accordingly that there are no assets available to satisfy the claims of any creditors other than the bondholders, I have directed the liquidators to pay to the Bank of Canada the said sum of \$.

All of which, having been made to appear to my satisfaction by good and sufficient evidence, I beg to certify and submit to this Honourable Court.

Master-in-Ordinary.

REPORT on Contributories.*(Style of Cause).*

Pursuant to the Winding-up Order herein dated the
of _____, 19____, whereby it was referred to me to settle
the list of contributories of the above-named Company, having
been attended by the solicitor for the liquidator, the solicitor
for several contributories mentioned in Schedule "A" hereto,
excepting said _____ appearing before me in person, and
the several contributories mentioned in Schedule "B" hereto
failing to attend before me although having been duly served
with the Winding-up Order and the notice given pursuant there-
to, as has been made to appear to my satisfaction:

1. I find and certify that the several persons named in the
Schedule "A" are contributories in respect of the amounts set
opposite their respective names in said Schedule "A."

2. And I further find and certify that the several persons
named in the Schedule "B" hereto are contributories in respect
of the number of shares and for the amounts set opposite their
respective names in said Schedule "B."

3. I further find and certify that the several persons named
in Schedule "C" hereto have been represented before me by
solicitors, and that I find them to be contributories in respect of
the amounts (also set out in said schedule) set opposite their
respective names.

4. And I make this report reserving the settlement of a
further or additional list of the other contributories for another
report.

*Master-in-Ordinary.***REPORT Adding Contributories to List.***(Style of Cause).*

The _____ day of _____, 19____.

Pursuant to the Winding-up Order and the Order of Refer-
ence herein, bearing date the _____ day of _____, 19____,
referring it to me to take all necessary proceedings for and in
connection with the winding-up of the said The

Bank, and due notice having been given to the several parties who appeared to be shareholders and contributories of the said bank as set forth in the list of contributories filed with me, I proceeded with the settlement of said list of contributories and thereupon was attended by the solicitors for the liquidator and for such of the contributories as had filed defences, no one appearing for the contributories who had not filed defences, and I report and find that in addition to those whose names have heretofore been settled upon said list of contributories and are included in previous reports issued by me, the several persons whose names and addresses are set forth in the second and third columns of the first and second schedules hereunto annexed should be and have been by me settled upon the said list of contributories of The

Bank in respect of the number of shares set opposite the names of such contributories respectively in the third column of said respective schedules, and that the said persons are liable to contribute towards the assets of the said The

Bank the amounts set opposite their respective names in the fourth column of the said respective schedules.

2. I have in the first schedule set forth such of the said several persons so settled upon said list as are contributories in their own right.

3. I have in the second schedule distinguished such of the said several persons so settled upon said list as are contributories in a representative capacity or liable for the debts of others.

4. The liquidator is entitled to his costs against the respective persons so settled upon the said list of contributories.

5. And I make this as a separate report on the matters herein contained, reserving the settlement of a further or additional list of the other contributories for another report.

All of which is respectfully submitted to this Honourable Court.

Official Referee.

First schedule referred to in the report of
Official Referee, dated the _____ day of _____, 19 .

| No. of List. | Name of Contributory | Address. | Number of Shares. | Amount. |
|-----------------|-------------------------|----------|----------------------|---------|
|-----------------|-------------------------|----------|----------------------|---------|

Second schedule, etc., as above.

SUMMONS to Contributories.

(Style of Cause, etc.)

Upon the application of the liquidator and upon hearing read the affidavit of _____, this day filed, and upon hearing counsel for the liquidator and what was alleged:

1. It is ordered that each of the parties named in the list of contributories this day filed in the office of _____, Official Referee, and marked as Schedule "A" to this Order, do attend before the said _____ at the office of the liquidator at _____, in the City of Toronto, on _____, the _____ day of _____, 19____, at the hour of eleven o'clock in the forenoon, and shew cause why they respectively should not be settled upon the list of contributories, and held to be a shareholder and contributory of the said Company for the number of shares and for the amount due thereon as set out in the said list so filed.

2. And it is further ordered that the said list of contributories be then settled and also the amounts due from each of the parties named in the said list as such contributories or for which each of such parties is liable as a shareholder in respect of the shares held by him and stand in such list.

3. And it is further ordered that in case any of the said persons named in the said list shall desire to contest the entry of his name on the said list or his liability in respect of the said number of shares or in respect of the amount set out in the said list of contributories he shall file in the office of the said _____ at his Chambers, _____, Toronto, and also serve on the said liquidator or his solicitor, on or before the _____ day of _____, 19____, a statement in writing setting forth his grounds of objection and defence to the said list and to his being settled on the said list and liable as a contributory as aforesaid.

4. And it is further ordered that in case any of the said parties named on the said list and served herewith shall refuse or neglect to serve a statement of objections and defence as aforesaid or to attend before the said _____ at the time and place aforesaid, each party so making default shall be held to have admitted his liability as such contributory for the amount claimed against him in the said list and that the said liquidator shall be entitled to judgment therefor and to issue proper

writs of execution against the goods and chattels and lands of each of the said contributories, or such process as may be awarded for the collection of the said amounts, and the said liquidator shall be entitled to take all other and necessary proceedings against the said party, without any further notice to or served upon the said party so refusing or neglecting as aforesaid.

5. And it is further ordered that a copy of this order and schedule attached and of the Winding-up Order and of the Order of Reference herein be served on each of the said parties, and such service may be made by (as the case may be).

6. And it is further ordered that the costs of and incidental to this Order be costs to the applicant in the winding-up.

SCHEDULE A.

LIST OF CONTRIBUTORIES.

FIRST PART.

List of Contributories in Their Own Right.

| No. | Name. | Address. | In what Character Included. | No. of Shares. | Am't Unpaid. |
|-----|-------|----------|-----------------------------------|-------------------|-----------------|
|-----|-------|----------|-----------------------------------|-------------------|-----------------|

SECOND PART.

List of Contributories as Being Representatives of, or Liable for, the Debts of Others.

| No. | Name. | Address. | In what Character Included. | No. of Shares. | Am't Unpaid. |
|-----|-------|----------|-----------------------------------|-------------------|-----------------|
|-----|-------|----------|-----------------------------------|-------------------|-----------------|

RESOLUTION for Voluntary Winding-up under the Ontario Companies Act.

Whereas in view of the existing obligations and difficulties of the Company, as outlined by _____, it appears that though this Company may be solvent as respects creditors, yet it has been proved to the satisfaction of this meeting that the Company can not by reason of its liabilities continue its business and that it is advisable to wind it up.

Be it resolved that this Company be wound up voluntarily pursuant to the provisions of the Ontario Companies Act, and that _____, of the City of _____, accountant, be appointed liquidator for the purpose of such winding-up.

And be it further resolved that for the purpose of carrying out this resolution, Mr. _____ and Mr. _____ be and they are hereby appointed a Committee of Inspection pursuant to the provisions of section 177 of the Ontario Companies Act, and of all other enabling powers, and to the said Committee of Inspection is hereby delegated the power of filling any vacancy in the office of liquidator and of entering into any arrangement with the creditors of the Company with respect to the powers to be exercised by the liquidator and the manner in which they are to be exercised.

And be it further resolved that the said liquidator be and he is hereby authorized and instructed to realize the assets of the Company as speedily as practicable and distribute the proceeds according to law, and meantime, if in the opinion of the Committee of Inspection it is deemed advisable, that the liquidator be and he is hereby authorized to continue the operations of the Company as a going concern with a view to realizing the best value possible for the assets by selling them as a going concern.

Departmental and Statutory Forms.

DOMINION ACT.

APPLICATION for Incorporation under the First Part of "The Companies Act" (Chapter 79 of the Revised Statutes of Canada, 1906).

To the Honourable the Secretary of State of Canada:

The application of
respectfully sheweth as follows:—

The undersigned applicants are desirous of obtaining letters patent under the provisions of the First Part of the Companies Act (Chapter 79 of the Revised Statutes of Canada, 1906), constituting them and such others as may become shareholders in the Company thereby created a body corporate and public under the name of

Limited,"

or such other name as shall appear to you to be proper in the premises.

The undersigned have satisfied themselves and are assured that the proposed corporate name of the Company under which incorporation is sought is not the corporate name of any other known Company incorporated or unincorporated, or any name liable to be confounded therewith or otherwise on public grounds objectionable.

Your applicants are of the full age of 21 years.

The purposes for which incorporation is sought by the applicants are

The operations of the Company to be carried on throughout the Dominion of Canada and elsewhere.

The chief place of business of the proposed Company within Canada will be at the _____ of _____ in the County of _____ in the Province of _____.

The amount of the capital stock of the Company is to be \$ _____.

The said capital stock is to be divided into _____ shares of \$ _____ each.

The following are the names in full and the address and calling of each of the applicants with the number of shares taken by each applicant respectively:—

| Applicant. | Number of Shares Subscribed. |
|------------|---------------------------------|
| | |
| | |
| | |
| | |
| | |

(TO BE EXECUTED IN DUPLICATE; ONE DUPLICATE TO BE TRANSMITTED WITH THE APPLICATION).

The _____, Limited.”

MEMORANDUM OF AGREEMENT AND STOCK BOOK.

We, the undersigned, do hereby severally covenant and agree each with the other to become incorporated as a Company under the provisions of the First Part of “The Companies Act,” (Chapter 79 of the Revised Statutes of Canada, 1906), under the name of _____ Limited,” or such other name as the Secretary of State may give to the Company, with a capital of _____ dollars, divided into _____ shares of _____ dollars each.

And we do hereby severally, and not one for the other, subscribe for and agree to take the respective amounts of the capital stock of the said Company set opposite our respective names as hereunder and hereafter written, and to become shareholders in such Company to the said amounts.

In witness whereof we have signed.

| NAME OF SUBSCRIBER | Seal | Amount of Subscrip- tion | Date and Place of Subscription | | Residence of Subscriber | NAME OF WITNESS |
|-----------------------|------|-----------------------------------|--------------------------------------|-------|-------------------------------|--------------------|
| | | | Date | Place | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

4. I am a subscribing witness to the said petition and memorandum of agreement and stock book.

Sworn before me at the City of)
 in the County of)
 the day of)
 A.D. 19 .)

A Commissioner, etc.

CANADA: (In the matter of the application
 Province of (of and others for
 County of (incorporation under the First Part of
 To WIT: ("The Companies Act" (Chapter 79 of
 (the Revised Statutes of Canada, 1906),
 (under the name of

I, , of the City of in the
 County of Province of
 do solemnly declare:—

1. That I am one of the applicants herein.
2. That I have a knowledge of the matter, and that the allegations in the within petition contained are, to the best of my knowledge and belief, true in substance and fact.
3. That I am informed and believe that each petitioner signing the said petition is of the full age of twenty-one years, and that his name and description have been accurately set out in the preamble thereto.
4. That the proposed corporate name of the Company is not on any public ground objectionable and that it is not that of any known Company, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.
5. That I have satisfied myself and am assured that no public or private interest will be prejudicially affected by the incorporation of the Company aforesaid.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and

effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at the
of in the County }
of this }
day of , A.D. 19 }

A Commissioner, etc.

APPLICATION for Incorporation without Share Capital under the First Part of The Companies Act as Amended by The Companies Act Amendment Act, 1917.

To the Honourable the Secretary of Canada:

The application of,
respectfully sheweth as follows:—

The undersigned applicants are desirous of obtaining Letters Patent under the provisions of the First Part of The Companies Act, as amended by The Companies Act Amendment Act, 1917, constituting them and such others as may become members in the corporation thereby created a body corporate and politic without share capital under the name of
or such other name as shall appear to you to be proper in the premises.

The undersigned have satisfied themselves and are assured that the proposed corporate name of the Corporation under which incorporation is sought is not the corporate name of any other known Company incorporated or unincorporated, or any name liable to be confounded therewith or otherwise on public grounds objectionable.

Your applicants are of the full age of 21 years.

The purposes for which incorporation is sought by the applicants are

The operations of the Corporation to be carried on throughout the Dominion of Canada and elsewhere.

1. I was personally present and did see the within Petition and Memorandum of Agreement duly signed and executed by _____ the parties thereto.

2. The said Petition and Memorandum of Agreement were executed at the City of _____ aforesaid.

3. I know the said parties.

4. I am a subscribing witness to the said Petition and Memorandum of Agreement.

SWORN before me at the City of _____
 in the County of _____ }
 the _____ day of _____ }
 A.D. 19 }

A Commissioner, etc.

CANADA: _____
 Province of _____
 County of _____
 To wit: _____

IN THE MATTER OF the application of _____ and others for incorporation under the First Part of the Companies Act, as amended by the Companies Act Amendment Act, 1917, under the name of _____

I, _____ of the City of _____ in the
 County of _____ Province of _____ do
 solemnly declare:—

1. That I am one of the applicants herein.
2. That I have a knowledge of the matter, and that the allegations in the within petition contained are, to the best of my knowledge and belief, true in substance and fact.
3. That I am informed and believe that each petitioner signing the said petition is of the full age of twenty-one years, and that his name and description have been accurately set out in the preamble hereto.
4. That the proposed corporate name of the Corporation is not on any public ground objectionable and that it is not that of any known Company, incorporated or unincorporated, or of any partnership or individual, or any name under which any

STATEMENT in Lieu of Prospectus.

FORM F.

THE COMPANIES AMENDMENT ACT, 1917.

STATEMENT IN LIEU OF PROSPECTUS.

Fyled by Limited.

Pursuant to section 43c of The Companies Amendment Act,
1917.

Presented for fying by

| | | |
|---|-------------------------|-----------------------------|
| The nominal share capital of the company | \$ | |
| Divided into..... | Shares of \$ | Each |
| (Here show the several classes of share and the amount of each class.) | " | " |
| | " | " |
| Names, description, and addresses of directors or proposed directors. | | |
| Minimum subscription (if any) fixed by the letters patent or by-laws on which the company may proceed to allotment | | |
| Number and amount of shares and debentures agreed to be issued as fully or partly paid-up otherwise than in cash. The consideration for the intended issue of those shares and debentures. | 1. shares of \$ | fully paid. |
| | 2. shares upon which \$ | per share credited as paid. |
| | 3. debenture | \$ |
| | 4. Consideration. | |
| Names and addresses of (a) vendors of property purchased or acquired, or proposed to be (b) purchased or acquired by the company. | | |
| Amount (in cash, shares and debentures) payable to each separate vendor. | | |
| Amount (if any) paid or payable (in cash or shares or debentures) for any such property, specifying amount (if any) paid or payable for goodwill. | Total purchase price \$ | |
| | Cash | \$ |
| | Shares | \$ |
| | Debentures | \$ |
| | Goodwill | \$ |
| Amount (if any) paid or payable as commission for subscribing or agreeing to subscribe or procuring or agreeing to procure subscription for any shares or debentures in the company, or rate of the commission. | Amount paid. | |
| | " payable. | |
| | Rate per cent. | |

(a) For definition of vendor, see section 43B, subs. (2) of The Companies Amendment Act, 1917.

(b) See section 43B, subs. (3) of The Companies Amendment Act, 1917.

| | |
|---|---------------------------|
| Estimated amount of preliminary expenses \$ | |
| Amount paid or intended to be paid to any promoter. | Name of promoter |
| Consideration for the payment. | Amount \$ |
| Dates of, and parties to, every material contract (other than contracts entered into in the ordinary course of the business intended to be carried on by the company or entered into more than two years before the filing of this statement). | Consideration:— |
| Time and place at which the contracts or copies thereof may be inspected. | |
| Names and addresses of the auditors of the company (if any). | |
| Full particulars of the nature and extent of the interest of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares, or otherwise, by any person either to induce him to become, or to qualify him as, a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company. | |
| Whether the by-laws contain any provisions precluding holders of shares or debentures receiving and inspecting balance sheets or reports of the auditors or other reports. | Nature of the provisions. |

(Signatures of the persons above-named as Directors or proposed Directors or of their agents authorized in writing.)

.....

.....

RETURN under Section 106.

DOMINION OF CANADA.

THE COMPANIES ACT.**RETURN UNDER SECTION 106 AS AMENDED BY THE COMPANIES ACT AMENDMENT ACT, 1917.**

- (a) The corporate name of the company..
- (b) The manner in which the company is incorporated whether by special Act or by letters patent and the date thereof. } Special Act
Letters Patent
Date
- (c) The place of the head office of the company, giving the street and number thereof when possible. } Street and number
City or Town
Province
- (d) The date upon which the last annual meeting of shareholders of the company was held. }
- (e) The amount of the share capital of the company and the number of shares into which it is divided. } Authorized capital
divided into shares of
\$ each.
- (f) The number of shares taken from the commencement of the company up to the date of the return. } shares.
- (g) The amount called up on each share. } shares of \$ each.
shares of \$ each.
shares of \$ each.
- (h) The total amount of calls received... \$
- (i) The total amount paid on shares otherwise than in cash, showing severally the amounts paid by services, commissions or assets acquired since the last annual return. } \$ otherwise than in cash
\$ by services
\$ by commissions
\$ by assets
- (j) The total amount of calls unpaid.... \$
- (k) The total amount of the sums (if any) paid by way of commission in respect of any shares, bonds or debentures, or allowed by way of discount in respect of any bonds or debentures. } Commission on shares \$
" bonds \$
" debentures \$
Discount on bonds \$
" debentures \$
- (l) The total number of shares forfeited, and the amount paid thereon at the time of forfeiture. } Number of shares
Paid thereon \$
- (m) The total amount of shares issued as preference shares and the rate of dividend thereon, and whether cumulative. } shares of \$ each
Rate of dividend
Cumulative shares
Non-cumulative shares

- (n) The total amount paid on such shares. } \$
- (o) The total amount of debentures, debenture stock or bonds authorized and the rate of interest thereon. }
 - Debentures—Number \$ each
 - Rate of interest %
 - Debenture stock—\$
 - Rate of interest %
 - Bonds—Number
 - Rate of interest %
- (p) The total amount of debentures, debenture stock or bonds issued. }
 - Debentures \$
 - Debenture stock \$
 - Bonds \$
- (q) The total amount paid on debentures, debenture stock or bonds, showing severally the amounts of discount thereon and the amounts issued for services and assets acquired since the last annual return. }
 - Debentures \$
 - Debenture stock \$
 - Bonds \$
 - Discount on debentures \$
 - “ debenture stock \$
 - “ bonds \$
 - Issued for services—
 - debentures \$
 - debenture stock \$
 - bonds \$
 - Issued for assets—
 - debentures \$
 - debenture stock \$
 - bonds \$
- (r) The total amount of share warrants issued
- (s) The names and addresses of the persons who at the date of the return are the directors of the company, or occupy the position of directors, by whatever name called. }
 - Name
 - Address
 - Name
 - Address
 - Name
 - Address

PROVINCE OF _____

COUNTY OF _____

To wit _____

(IN THE MATTER OF the summary provided by section 106 of The Companies Act, being Chapter 79 of the Revised Statutes of Canada as amended by The Companies Act Amendment Act, 1917, to be filed by _____ (set out name of the Company in full) Limited.

We, _____ (set out name of President of the Company in full) of the _____ (City or Town) of _____ (name of City or Town) in the County of _____ (name of County) and Province of _____ (name of Province) President of _____ (set out the name of the Company in full) and _____ (set out name of Manager or Secretary of the Company in full) of the _____ (City or Town) of _____ (name of City or Town) in the County of _____ (name of County) and Province of _____ (name of Province)

Province) do severally and on behalf of each other make oath and say as follows:—

(1) The above named (set out the name of the President) is the President of (set out the name of the Company in full) and (set out the name of the Manager or Secretary in full) is the ^{Manager} Secretary of the said Company.

(2) I have a personal knowledge of the matter herein referred to.

(3) The summary hereunto attached is complete as required by section 106 of the Companies Act, being Chapter 79 of the Revised Statutes of Canada, as amended by the Companies Act Amendment Act, 1917, and the particulars therein set out are true.

(4) (If the President and Manager of the Company are the same person, the fact should be explained)

This affidavit was sworn before me by the above-named (set out the name of the President) and (set out the name of the Manager or Secretary) at the (City or Town) of (name of City or Town) in the County of and Province of this day of , 19 .

A Commissioner.

A Notary Public.

DEPARTMENT OF THE SECRETARY OF STATE.

Ottawa , 19 .

A duplicate of the within summary was filed by the Company named therein with this Department on the day of , 19 .

For the Secretary of State of Canada.

Note.—The Departmental form for 1918 has the following notice endorsed.

DOMINION OF CANADA.

DEPARTMENT OF THE SECRETARY OF STATE.

ANNUAL SUMMARY, APRIL 1ST, 1918, TO MARCH 31ST, 1919.

The Companies Act and Amending Acts.

Ottawa, May 1, 1918.

SIR.—The enclosed summary is required to be made by all companies incorporated under Part I. of the Companies Act, Chapter 79 of the Revised Statutes of Canada; by all companies incorporated under prior legislation to which Part I. of that Act applies, and by all companies incorporated by special Act of Parliament to which Part II. of the Companies Act applies, except loan companies and trust companies to which that Part continues to apply. The particulars required by the summary shall be made as of the 31st of March, 1918, and shall be made in duplicate and filed in duplicate on or before the 1st day of June, 1918.

Each duplicate shall be signed by the President and the Manager, or, if these are the same person, by the President and by the Secretary, and shall be verified by their affidavits. One of the duplicates shall be retained by the Department; the other duplicate shall have the date of receipt by the Department endorsed thereon and shall be returned to the head office of the Company where it shall be retained, to be available for perusal or for the purpose of making copies thereof or extracts therefrom by any shareholders or creditors of the Company.

There is a penalty of Twenty Dollars per day for default in forwarding the summary to the Department, and every Director and Manager of the Company who knowingly and wilfully authorizes or permits the default is liable to the penalty, which may be recovered on summary conviction.

The fee payable to the Department shall be forwarded with the summary. This fee is calculated on the authorized capital of the Company according to the tariff shown hereunder. Cheques should be made payable to the Secretary of State of Canada.

The summary and duplicate should be transmitted by registered mail. Postage is not required.

Further information will be given if required, and forms furnished, on application to the Department.

THOMAS MULVEY,
Under-Secretary of State.

Fees for Filing Returns.

For filing returns under section 106 of the Companies Act as amended by section 13 of the Companies Act Amendment Act, 1917, the fees payable shall be as follows:—

| | |
|---|--------|
| When the capital stock of the Company is \$200,000 or less | \$5.00 |
| When the capital stock of the Company is more than \$200,000, but not more than \$500,000 | 10.00 |
| When the capital stock of the Company is more than \$500,000, but not more than \$1,000,000 | 25.00 |
| When the capital stock is more than \$1,000,000 and \$1 on each \$1,000,000 in excess of the first million, but not exceeding \$50 in all. | 25.00 |

For filing return from a company having shares without nominal or par value, the fee payable shall be calculated upon the capitalization of such Company shown in such return.

ONTARIO.

PETITION for Incorporation.

APPLICATION FOR INCORPORATION WITH SHARE CAPITAL UNDER
THE ONTARIO COMPANIES ACT.

*To His Honour the Lieutenant-Governor of the Province of
Ontario:¶*

The petition of (Name in full) of the of
, in the County of (Occupation)

¶ If the Company is for the purpose of carrying on a public utility under Part XII., the Petition should be to the Lieutenant-Governor-in-Council.

| | | | |
|------------------|---------------|----|---|
| (Name in full) | of the | of | , |
| in the County of | (Occupation). | | |
| (Name in full) | of the | of | , |
| in the County of | (Occupation). | | |
| (Name in full) | of the | of | , |
| in the County of | (Occupation). | | |
| (Name in full) | of the | of | , |
| in the County of | (Occupation). | | |
| (Name in full) | of the | of | , |
| in the County of | (Occupation). | | |

humbly sheweth as follows:—

1. YOUR PETITIONERS are desirous of obtaining Letters Patent, under the provisions of The Ontario Companies Act* constituting your petitioners and such others as become shareholders in the Company thereby created a body corporate and politic under the name of Limited, or such other name as shall appear to Your Honour to be proper.

2. YOUR PETITIONERS have satisfied themselves that the corporate name under which incorporation is sought is not on any public ground objectionable, and that it is not that of any known Company, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.

3. YOUR PETITIONERS have satisfied themselves that no public or private interest will be prejudicially affected by the incorporation of your petitioners.

4. Each of your petitioners is of the full age of twenty-one years.

5. The object for which incorporation is sought is to

6. The Head Office of the Company will be at

7. The amount of the Capital Stock of the Company is to be dollars.

* If Part XI. of the Act is to be made applicable refer to it here.

If Private Company, apt words and clauses restricting transfer of shares should be set out in Petition and Stock-books.

Accepted cheque. for fee, payable to the Provincial Treasurer should accompany petition.

8. The stock is to be divided into shares
of dollars each. (a)

9. The said are to
be the Provisional Directors of the Company.

10. By subscribing therefor in a Memorandum of Agreement duly executed in duplicate, with a view to the incorporation of the Company, your petitioners have taken the amount of stock set opposite their respective names as follows:—

| PETITIONERS | <i>Amount of stock subscribed for (in dollars.)</i> |
|-------------|---|
| | |
| | |
| | |
| | |
| | |

YOUR PETITIONERS THEREFORE PRAY that Your Honour may be pleased to grant Letters Patent constituting your petitioners and the persons who have become subscribers to the Memorandum of Agreement and such other persons as may become shareholders in the Company, a body corporate and politic for the due carrying out of the undertaking.

AND YOUR PETITIONERS, as in duty bound, will ever pray, etc.

DATED at this day of 19 .

| <i>(Signatures of witnesses)</i> | <i>(Signatures of petitioners)</i> |
|----------------------------------|------------------------------------|
| | |
| | |
| | |
| | |

Special provisions should be set out on a separate interleaved sheet following this sheet.

(a) See note (a) Memorandum of Agreement and Stock Book below.

NOTE.—Witness to Petition or Stock-books must not be a Petitioner nor subscriber.

PROVINCE OF ONTARIO } IN THE MATTER OF the application
 County of } of and others for
 To wit: } incorporation under The Ontario Com-
 panies Act as , Limited.

I, (Name in full) of the of in
 the County of Province of make
 oath and say that:—

1. I am one of the applicants herein.

2. I have a knowledge of the matter, and that the allega-
 tions in the within petition contained are, to the best of my
 knowledge and belief, true in substance and in fact.

3. I am informed and believe that each petitioner signing the
 said petition is of the full age of twenty-one years, and that
 his name and description have been accurately set out in the
 preamble thereto.

4. The proposed corporate name of the Company is not
 objectionable upon any public ground, and is not that of any
 known Corporation or Association, incorporated or unincor-
 porated, or of any partnership or of any individual, or any name
 under which any known business is being carried on, or so nearly
 resembling the same as to be calculated to deceive.

5. I have satisfied myself that no public or private interest
 will be prejudicially affected by the incorporation of the Com-
 pany aforesaid.

Sworn before me at the
 of in the County }
 of this day }
 of A.D. } (Signature of Deponent.)
 19 . }

A Commissioner, etc.

PROVINCE OF ONTARIO. } IN THE MATTER OF the application
 County of } of and others for
 To wit: } incorporation under The Ontario Com-
 panies Act as Limited.

I, (Name in full) of the of in
 the County of (Occupation) make oath and say that:—

| NAME OF SUBSCRIBER | Seal | Amount of Subscription | Date and Place of Subscription | | Residence of Subscriber | NAME OF WITNESS |
|--------------------|-------|------------------------|--------------------------------|-------|-------------------------|-----------------|
| | | | Date. 191 | Place | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

PETITION for Incorporation Without Share Capital.

TO HIS HONOUR THE LIEUTENANT-GOVERNOR OF THE PROVINCE OF ONTARIO:

The petition of* (Name in full) , of the (Occupation) , in the County of ,

(Name in full) of the of , in the County of (Occupation).

(Name in full) of the of , in the County of (Occupation).

(Name in full) of the of , in the County of (Occupation).

(Name in full) of the of , in the County of (Occupation).

(Name in full) of the of , in the County of (Occupation).

Humbly sheweth as follows:—

1. YOUR PETITIONERS are desirous of obtaining Letters Patent, under the provisions of The Ontario Companies Act, constituting your petitioners and such others as may become members of the Corporation thereby created, a body corporate and politic without share capital, under the name of or such other name as shall appear to Your Honour to be proper.

* Names of all petitioners must be set forth in full.

2. Your petitioners have satisfied themselves that the corporate name under which incorporation is sought is not on any public ground objectionable, and that it is not that of any known body or association, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to be calculated to deceive.

3. Your petitioners have satisfied themselves that no public or private interest will be prejudicially affected by the incorporation of your petitioners.

4. Each of your petitioners is of the full age of twenty-one years.

5. The object for which incorporation is sought is to

6. The said _____ are to be the Provisional Directors of the Corporation and the place from which the undertaking of the Corporation is to be carried on is at the _____ of _____ in the County of _____.

7. Your petitioners have signed a Memorandum of Agreement (IN TRIPLICATE), setting out the purposes and objects of incorporation and provisions for administering the affairs of the Corporation, and have undertaken that the said Corporation shall be carried on without the purpose of gain for its members, and that any profits or other accretions to the Corporation shall be used in promoting its objects.

YOUR PETITIONERS THEREFORE PRAY that Your Honour may be pleased to grant Letters Patent constituting your petitioners and such others as have become subscribers to the Memorandum of Agreement and such persons as may thereafter become members of the Corporation a body corporate and politic for the due carrying out of the undertaking.

AND YOUR PETITIONERS, as in duty bound, will ever pray, etc.

Dated this _____ day of _____ 19 _____.

Signature.

| <i>Signature of witnesses.</i> | <i>Signature of petitioners.</i> |
|--------------------------------|----------------------------------|
| | |
| | |
| | |

PROVINCE OF ONTARIO } IN THE MATTER OF the application
 COUNTY OF } of _____ and others
 To wit: } for incorporation under The Ontario
 } Companies Act as _____ .

I, (Name in full) _____ of the _____ of _____ in
 the County of _____, Province of _____, (Occupation)
 _____ make oath and say:—

1. That I am one of the petitioners herein.
2. That I have a knowledge of the matter, and that the allegations in the within petition contained are, to the best of my knowledge and belief, true in substance and fact.
3. That I am informed and believe that each petitioner signing the said petition is of the full age of twenty-one years, and that his name and description have been accurately set out in the preamble thereto.
4. That the proposed name of the Corporation is not on any public ground objectionable and that it is not that of any known body or association, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to be calculated to deceive.
5. That I have satisfied myself and am assured that no public or private interest will be prejudicially affected by the incorporation of the Corporation aforesaid.

SWORN before me at the _____
 of _____ in the County _____ }
 of this _____ day } (*Signature of Deponent.*)
 of _____ A.D. 19 _____ }

A Commissioner, etc.

PROVINCE OF ONTARIO, } IN THE MATTER OF the application
 COUNTY OF } of _____ and others
 To wit: } for incorporation under The Ontario
 } Companies Act as _____ .

I, (Name in full) _____, of the _____ in the
 County of _____ Province of _____, (Occupation)
 _____, make oath and say:

(5) The by-laws and regulations for (a) the election of members, trustees, directors and officers; (b) the holding of meetings of members, trustees and directors; (c) the establishment of branches; (d) the payment of directors, trustees, officers and employees, and (e) the control and management of the affairs of the Corporation shall be made and established, subject to amendment or repeal, as therein or hereafter by by-law or regulation provided, at a general meeting to be held not more than six months after incorporation at such time and place as the directors may determine, and such by-laws, regulations and amendments shall replace, exclude or modify those set out in Form 4 in the schedule to The Ontario Companies Act, save that in any matters covered by such Form 4 and not provided for in the Corporation's by-laws, regulations or amendments, the provisions of said Form 4 shall apply and be in force, but all such matters which after the passing of the Corporation's first by-laws and regulations may be left to be governed by such Form 4, may be varied, amended, excluded or modified by any by-laws or regulations.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals.

WITNESS:

MEMORANDUM OF AGREEMENT.

FORM 4.

(Section 6 (3).)

Memorandum of Agreement of the
made, and entered into this day of , 19 .

1. We, the undersigned, hereby severally covenant and agree each with the others to become incorporated under the provisions of The Ontario Companies' Act as a Corporation without share capital for the purposes and objects following: (*Setting out the objects of the Corporation.*)

2. The subscribers shall be the first members, and it shall rest with the Directors to determine the terms and conditions on which subsequent members shall from time to time be admitted.

3. The following shall be the first Directors of the Corporation:—

4. The first Directors shall hold office until the first general meeting, and unless otherwise provided by the members in general meeting the subsequent Directors shall hold office for one year or until their successors are appointed.

5. Any member may transfer his interest in the Corporation by instrument in writing, signed both by the transferor and transferee and duly registered with the Corporation.

6. The first general meeting shall be held at such time, not being more than two months after incorporation, and at such place as the Directors may determine.

7. Subsequent general meetings shall be held at such time and place as may be prescribed by the Corporation in general meeting; and, if no other time or place is prescribed, a general meeting shall be held on the fourth Wednesday in January in every year, at such place as may be determined by the Directors.

8. The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by any five or more members, convene a general meeting.

9. The requisition shall express the object of the meeting proposed to be called, and shall be left at the office of the Corporation.

10. Upon the receipt of such requisition the Directors shall forthwith convene a general meeting, and, if they do not convene the same within twenty-one days of the receipt of the requisition, the requisitionists or any other five members may themselves convene a meeting.

11. At least ten days' notice of any general meeting, specifying the place, the day, and the hour of meeting, and in case of special business the general nature of such business shall be given to the members in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Corporation in general meeting, but the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting.

12. If within one hour from the time appointed for the meeting a quorum of members is not present, the meeting, if convened upon the requisition of the members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the following week, at the same hour and place; and if at such

adjourned meeting a quorum of members is not present, it shall be adjourned *sine die*.

13. (1) The Chairman (if any) of the Directors shall preside as Chairman at every general meeting of the Corporation.

(2) If there is no such Chairman, or if at any meeting he is not present, the members present shall choose one of their number to be Chairman of the meeting.

14. The Chairman may, with the consent of the meeting, adjourn it from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

15. At any general meeting, unless a poll is demanded, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minutes of the proceedings of the Corporation shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

16. If a poll is demanded, the same shall be taken in such manner as the Chairman directs, and the result shall be deemed to be the resolution of the Corporation in general meeting.

17. With the consent in writing of all the members, a general meeting may be convened on shorter notice than ten days and in any manner which such members think fit.

18. The presence in person or by proxy of either at least thirty members or of one-fourth of the members shall be necessary to constitute a quorum at general meetings.

19. Until otherwise determined by special resolution, every member shall have one vote.

20. Votes may be given either personally or by proxy, and the instrument appointing a proxy shall be in writing under the hand of the appointer, or if such appointer is a corporation, under its common seal, and shall be attested by at least one witness, and no person shall be appointed a proxy who is not a member of the Corporation.

21. A resolution signed by all the Directors shall be as valid and effectual as if it had been passed at a general meeting of the Directors duly called and constituted.

22. The future remuneration of the Directors, and their remuneration for services performed previously to the first general meeting, shall be determined by the Corporation in general meeting.

23. The affairs of the Corporation shall be managed by the Directors, who may pay all expenses of the incorporation and may exercise all such powers of the Corporation as are not by The Ontario Companies Act or by this memorandum required to be exercised by the Corporation in general meeting, subject, nevertheless, to any regulations of this memorandum, to the provisions of that Act and to such regulations not inconsistent with such regulations or provisions as may be prescribed by the Corporation in general meeting; but no regulation made by the Corporation in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The continuing Directors may act notwithstanding any vacancy in their body.

24.—(1) The office of Director shall be vacated:—

- (a) If he holds any other office or place of profit under the Corporation;
- (b) If he is concerned in or participates in the profits of any contract with the Corporation.

(2) No Director shall vacate his office by reason of his being a shareholder or member of any Corporation which has entered into any contract with or done any work for the Corporation of which he is a director, but he shall not vote in respect of such contract or work, and if he votes his vote shall not be counted.

25. A retiring Director shall be eligible for re-election.

26. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors are not filled, the meeting shall stand adjourned till the same day in the next week, at the same hour and place; and if at such adjourned meeting the places of the vacating Directors are not filled, the vacating Directors, or such of them as have not had their places filled, shall continue in office until the ordinary meeting in the next year, and so on from time to time until their places are filled.

27. The Corporation may, from time to time, in general meeting increase or reduce the number of Directors, and may also determine in what rotation any such increased or reduced number is to go out of office.

28. Any casual vacancy occurring in the Board of Directors may be filled by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy has occurred.

29. The Corporation, in general meeting, by a resolution, of which notice has been given in the notice calling the meeting, may remove any Director before the expiration of his period of office, and may, by resolution, appoint another person in his stead; the person so appointed shall hold office during such time as the Director in whose place he was appointed would have held the same if he had not been removed.

30.—(1) The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business.

(2) Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

(3) A Director may at any time summon a meeting of the Directors.

31. The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present, the Directors present shall choose one of their number to be Chairman of the meeting.

32. The Directors, by resolution entered upon the minutes, may delegate any of their powers to committees consisting of such member or members of their body as they think fit, and a committee so formed shall, in the exercise of its powers so delegated, conform to any regulations that may be imposed on them by the Directors.

33. A committee may elect a Chairman, and if no such Chairman is elected, or if he is not present, the members present shall choose one of their number to be Chairman of the meeting.

34. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the Chairman shall have a second or casting vote.

35. All acts done by any meeting of the Directors or of a Committee of Directors, or by any person acting as a Director, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person so acting, or that they, or any one of them, were disqualified, shall be as valid as if every such person had been duly appointed and was qualified to be a Director; but it shall not be necessary to give notice of a meeting of the Directors to a Director who is not in Ontario.

In testimony whereof we have hereunto set our hands and affixed our seals.

FORM 6.

INSTRUMENT OF PROXY.

(Section 51 (4).)

Company, Limited.

I, _____, of _____
 a shareholder of _____ Company, Limited,
 hereby appoint _____, of _____
 (*naming the proxy*) as my proxy to vote for me and on my
 behalf at the _____ meeting of the Company, to be
 held on the _____ day of _____, 19____, and
 at any adjournment thereof.

Dated this _____ day of _____, 19____.

Note.—

(1) Where the appointer is a corporation or an officer of it the necessary changes must be made in the form.

(2) Where the instrument is signed by a corporation its common seal must be affixed.

STATEMENT IN LIEU OF PROSPECTUS.

Filed by _____ Limited.
pursuant to section 102 of The Ontario Companies Act.

| | |
|--|---|
| The nominal share capital of the company. | \$ |
| Divided into | Shares of \$ each " " " " " " |
| Names, descriptions and addresses of directors or proposed directors. | |
| Minimum subscription (if any) on which the company may proceed to allotment. | |
| Number and amount of shares and debentures agreed to be issued as fully or partly paid-up otherwise than in cash. | 1. shares of \$ fully paid 2. shares upon which \$ per share credited as paid. 3. debenture \$ |
| The consideration for the intended issue of those shares and debentures. | 4. Consideration |
| Names and addresses of vendors of property purchased or acquired, or proposed to be purchased or acquired by the Company. | |
| Amount (in cash, shares or debentures) payable to each separate vendor. | |
| Amount, if any, paid or payable (in cash or shares or debentures) for any such property, specifying amount, if any, payable for goodwill. | Total purchase price, \$ Cash " " \$ Shares " " \$ Debentures " " \$ Goodwill " \$ |
| Amount, if any, paid or payable as commission for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares or debentures in the company, or | Amount paid " payable |
| Rate of commission | Rate per cent. |
| Estimated amount of preliminary expenses | \$ |
| Amount paid or intended to be paid to any promoter. | Name of promoter. Amount \$ |
| Consideration for payment | Consideration |

Dates of, and parties to, every material contract (other than contracts entered into in the ordinary course of business intended to be carried on by the company or entered into more than two years before the filing of this statement).

Time and place at which the contracts or copies thereof may be inspected.

Name and addresses of the auditors of the company (if any).

Full particulars of the nature and extent of the interest of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares or otherwise, by any person either to induce him to become, or to qualify him as a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company.

Whether there are any provisions precluding holders of shares or debentures receiving and inspecting balance sheets or reports of the auditors or other reports.

Nature of the provisions.

Dated this day of , 19 .

(Signatures of the persons above-named as Directors or proposed Directors, or of their agents authorized in writing.)

.....

DECLARATION that Part VIII. has been Complied With.

This declaration applies to all Public Companies except those which do not offer shares, debentures or debenture stock to the public for subscription. Read carefully the footnotes re clauses 5, 6 and 8.

THE ONTARIO COMPANIES ACT.

DECLARATION made on behalf of _____ Limited, that the conditions of Part VIII. of The Ontario Companies Act have been complied with.

I, _____, of the _____ of _____, in the _____ of _____, DO SOLEMNLY DECLARE:

1. That I am the * _____ Limited, and have a knowledge of the matters herein deposed to.

2. That _____ Limited, was incorporated by Letters Patent under The Ontario Companies Act, dated the _____ day of _____, with a capital of \$ _____, divided into _____ shares of \$ _____ each.

3. That a prospectus was issued by the said Company which complied with all the provisions of Part VII. of The Ontario Companies Act, and was filed with the Provincial Secretary on the _____ day of _____.

4. That the amount of the share capital of the Company offered to the public for subscription is \$ _____.

*5. That the amount fixed and named by the aforesaid prospectus as the minimum subscription upon which the said Company may proceed to allotment is \$ _____.

**6. That shares, subject to payment of the whole amount thereof in cash, have been allotted to the amount of \$ _____.

7. That the amount paid in to the said Company upon the aforesaid shares, the whole amount whereof is payable in cash, which have been allotted, is the sum of \$ _____.

* Secretary or Director.

* This minimum must be some part of the shares offered to the public for subscription.

** Do not include herein shares subscribed by the incorporators or shares allotted in whole or in part for considerations other than in cash.

***8. That the aforesaid allotment was made on the day of _____ and return thereof, in accordance with the provisions of section 116 (1) of The Ontario Companies Act was made to the Provincial Secretary on the _____ day of _____, and that all contracts and the return of the allotment referred to in the aforesaid section relating to shares allotted in whole or in part for consideration other than in cash were filed in the office of the Provincial Secretary on the day of _____.

9. Every Director of the Company has paid to the Company on each of the shares taken or contracted to be taken by him and for which he is liable to pay in cash a proportion equal to the proportion payable on application and allotment on the shares offered for public subscription.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath under The Canada Evidence Act.

Declared before me at
the _____ of _____
in the _____
of _____
this _____
day of _____
19 _____

A Commissioner, etc.

QUEBEC.

PETITION for Incorporation.

FORM A.

PETITION FOR INCORPORATION UNDER THE QUEBEC COMPANIES' ACT.

To the Lieutenant-Governor of the Province of Quebec:

The petition of _____
respectfully showeth as follows:—

The undersigned petitioners are desirous of obtaining letters patent under the provisions of The Quebec Companies' Act,

*** If the allotment was made less than two months before the date of filing this declaration, this paragraph may be omitted.

1907, constituting your petitioners and such others as may become shareholders in the Company thereby created, a body corporate and politic under the name of _____ or such other name as shall appear to you to be proper in the premises.

The undersigned have satisfied themselves and are assured that the proposed corporate name of the Company under which incorporation is sought, is not the corporate name of any other known Company incorporated or unincorporated, or any name liable to be confounded therewith or otherwise on public grounds objectionable.

Your petitioners are of the full age of 21 years.

The purposes for which incorporation is sought by the petitioners are:

The chief place of business of the proposed Company will be at _____ in the district of _____.

The amount of the capital stock of the Company is to be \$ _____

The said stock is to be divided into _____ shares of \$ _____ each.

The following are the names in full, the address and calling of each of the petitioners with the amount of stock taken by each petitioner respectively:

| Petitioner. | Amount of Stock Subscribed. |
|-------------|-----------------------------|
| | |

The said _____ will be the first or provisional Directors of the Company.

A stock-book has been opened and a memorandum of agreement by the petitioners under seal, in accordance with the statute, has been executed in duplicate—one of the duplicates being transmitted herewith.

The undersigned therefore request that a charter may be granted constituting them and such other persons as hereafter

capital stock of the said Company set opposite our respective names as hereunder and hereafter written, and to become shareholders in such Company to the said amounts.

In witness whereof we have signed.

| NAME OF SUBSCRIBER | Amount of Subscription | Date and Place of Subscription | | Residence of Subscriber | NAME OF WITNESS |
|--------------------|------------------------|--------------------------------|-------|-------------------------|-----------------|
| | | Date | Place | | |
| | | | | | |

MANITOBA.

PETITION for Incorporation.

To the Honourable _____, Lieutenant-Governor of the Province of Manitoba, in Council.

The petition of*
Humbly showeth:

1. That your petitioners are desirous of obtaining a Charter of Incorporation by Letters Patent under "The Companies Act," chapter 35, R. S. M. 1913, and Acts amending the same, incorporating your petitioners, and such others as may become shareholders in the Company thereby created, a body corporate and politic under the name of _____ which is not the name (as your petitioners believe) of any other known Company, incorporated or unincorporated, or liable to be unfairly confounded therewith, or otherwise on public grounds objectionable.

* Here set out in full, *legibly written*, the names, residences, and legal additions or occupations, of the petitioners, who must be shareholders in the proposed Company, and must be at least five in number.

And your petitioners, as in duty bound, will ever pray.

Dated at this day of , 19 .

Signatures of Witnesses: Signatures of Petitioners:

.....
.....
.....
.....
.....

CANADA
PROVINCE OF MANITOBA, } I,
To Wit: } of the
} in the
} make oath and say:

1. That I was personally present and did see the within
petition duly signed by

the parties thereto.

2. That the said petition was executed at the

3. That I know the said parties
and that they are all of the full age of twenty-one years.

4. That I am a subscribing witness to the said instrument.

SWORN before me at the of
in the
of this
day of in the year
of our Lord, 191 .

A Commissioner for taking Affidavits in B.R., etc.

SASKATCHEWAN.

MEMORANDUM of Association.

1. The name of the Company is
Limited.

2. The registered office of the Company will be situated at
the of in the
Province of Saskatchewan.

3. The objects for which the Company is established are:

A. (Here insert main object).

B. To purchase, take in exchange, lease, hire, construct or otherwise acquire, work, maintain, drain, farm, plant, pave, build or improve, develop or use any lands, easements or other rights in land, buildings, mines, minerals, machinery, plant and stock-in-trade or other real or personal property, and to enter into any arrangements with any person, firm or company for the purpose.

C. To purchase or otherwise acquire any concession, patent, license or other authority conferring an exclusive or limited right to use any invention and to develop or grant licenses in respect of or otherwise to turn to account the same.

D. To purchase or otherwise acquire all or any part or any interest in the business, goodwill, assets and liabilities of or to amalgamate with, take shares or securities of or enter into partnership or any arrangement for sharing of profits or union of interests with any company, body or person having objects or engaged in any business or transactions wholly or in part similar to the objects of the Company or any business capable of being conducted so as directly or indirectly to benefit the Company.

E. To borrow or raise money and to issue bonds, debentures, debenture stock, mortgages or other instruments either to bearer or otherwise and either conferring no charge or conferring a fixed charge or a floating charge or both upon all or any part of the assets and undertaking of the Company, including its uncalled capital, and so that any such debentures or debenture stock or any deed securing the same may contain a condition making the debentures or debenture stock irredeemable or redeemable only on the happening of any contingency however remote, or on the expiration of a period however long.

F. To draw, accept, indorse and execute bills of exchange, promissory notes, bills of lading and other negotiable or transferable instruments or securities.

G. To invest any moneys of the Company in any form of investment which may be considered desirable and from time to time to vary any such investment.

H. To sell or otherwise dispose of or let for any term of years the whole or any part of the property, business or under-

taking of the Company as a going concern or otherwise, and whether for cash or for shares, debentures or securities of any other Company or for any other consideration.

I. To pay pensions and give gratuities to employees and ex-employees and others connected with the Company.

J. To accept any composition or any security for any debt or any property claimed and to allow any time for payment of any debt and to compromise, abandon, compound, submit to arbitration or otherwise settle any debt, account, claim or thing.

K. To do all or any of the above things either as principal agent, contractor or otherwise and either by agents, contractors or otherwise and either alone or in conjunction with others.

L. To do all such other things as may be considered to be conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. The capital of the Company is _____ dollars,
divided into _____ shares of _____ dollars each.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Names. | Addresses and Descriptions of Subscribers. | No. of Shares taken by each subscriber. |
|--------|---|---|
| | | |

Dated at _____ this _____ day of _____, 19 _____.

Witness to the above signatures

NOTE.—The names of subscribers must be written legibly.

ALBERTA.**MEMORANDUM of Association.**

FORM A.

MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY
SHARES.

(1) The name of the Company is "The Rathburn Stove and Furnace Company, Limited."

(2) The registered office of the Company will be situate in

(3) The objects for which the Company is established are "the manufacture and sale of stoves and furnaces."

(4) The liability of the members is limited.

(5) The capital of the Company is _____ dollars,
divided into _____ shares of _____ dollars each:

Provided that nothing herein contained shall be deemed to confer upon the Company any powers to which the jurisdiction of the Legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes; and all the powers in the said memorandum of association contained shall be exercisable subject to the provisions of the laws in force in Alberta and regulations made thereunder in respect of the matters therein referred to, and especially with respect to the construction and operation of railways, telegraph and telephone lines, the business of insurance, and any other business with respect to which special law and regulations may now be or may hereafter be put in force.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Names, Addresses and Descriptions of Subscribers. | No. of Shares taken by each Subscriber. |
|---|---|
| 1. John Jones, of....., merchant . . . | 200 |
| 2. John Smith, of..... " | 25 |
| 3. Thomas Green, of..... " | 30 |
| 4. John Thompson, of..... " | 40 |
| 5. Caleb White, of..... " | 15 |
| Total shares taken..... | 310 |

Dated the day of 19 .

Witness to the above signatures—

A.B. of

BRITISH COLUMBIA.

MEMORANDUM of Association.

FORM A.

MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES.

1st. The name of the Company is "The Eastern Steam Packet Company, Limited."

2nd. The registered office of the Company will be situate in

3rd. The objects for which the Company is established are: "The conveyance of passengers and goods in ships or boats between such places as the Company may from time to time determine, and the doing of all such other things as are incidental or conducive to the attainment of the above object."

4th. The liability of the members is limited.

5th. The share capital of the Company is dollars, divided into shares of dollars each.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pur-

suance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Names, Addresses and Descriptions of Subscribers. | Number of Shares taken by each Subscriber. |
|--|--|
| "1. John Jones, of _____, in the County of _____, Merchant | 200 |
| "2. John Smith, of _____, in the County of _____ .. | 25 |
| "3. Thomas Green, of _____, in the County of _____ .. | 30 |
| "4. John Thompson, of _____, in the County of _____ .. | 40 |
| "5. Caleb White, of _____, in the County of _____ .. | 15 |
| Total shares taken..... | 310 |

Dated the _____ day of _____, 19 ..

Witness to the above signatures:

Name
Address
Occupation

DECLARATION of Compliance with Requirements of The Companies Act.

Form No. 41.

Certificate No. _____

"COMPANIES ACT."

Declaration of compliance with the requirements of the "Companies Act," made pursuant to section 27 (2) of the said Act, on behalf of a Company proposed to be registered as the

Presented for filing by

CANADA:
PROVINCE OF BRITISH COLUMBIA. }
To Wit:

I, _____, of _____,
do solemnly declare that I am*

* Insert here:—"A solicitor of the Supreme Court engaged in the formation," or "A person named in the Articles of Association as a Director or Secretary."

of the _____, Limited, and that all the requirements of the "Companies Act" in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at
 this _____ day of _____, }
 A.D. one thousand nine hundred and _____ }

A Commissioner for taking Affidavits within British Columbia.

STATEMENT in Lieu of Prospectus.

Name of Company _____

Certificate Number _____

STATEMENT IN LIEU OF PROSPECTUS.

"Companies Act," Section 91.

| | |
|---|---|
| The nominal share capital of the company. | \$ |
| Divided into | Shares of \$ each. Shares of \$ each. Shares of \$ each. |
| Names, descriptions and addresses of directors or proposed directors. | |
| Minimum subscription (if any) fixed by the memorandum or Articles of Association on which the company may proceed to allotment. | |
| Number and amount of shares and debentures agreed to be issued as fully or partly paid-up otherwise than in cash. The consideration for the intended issue of those shares and debentures. | 1. _____ shares of \$ fully paid. 2. _____ shares upon which \$ per share credited as paid. 3. _____ debenture, \$. 4. Consideration. |
| Names and addresses of (a) vendors of property purchased or acquired, or proposed to be (b) purchased or acquired by the company. Amount (in cash, shares or debentures) payable to each separate vendor. | |

(a) For definition of vendor, see section 90 (2) of the "Companies Act." (b) See section 90 (3) of the "Companies Act."

| | |
|---|--|
| Amount, if any, paid or payable (in cash or shares or debentures) for any such property, specifying amount, if any, paid or payable for goodwill. | Total purchase price \$ Cash Shares Debentures Goodwill \$ |
| Amount, if any, paid or payable as commission for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares or debentures in the company, or, Rate of the commission | Amount paid. Amount payable. Rate per cent. |
| Estimated amount of preliminary expenses. | \$ |
| Amount paid or intended to be paid to any promoter. Consideration for the payment. | Name of promoter. Amount, \$ Consideration. |
| Dates of, and parties to, every material contract (other than contracts entered into in the ordinary course of the business intended to be carried on by the company or entered into more than two years before the filing of this statement). | |
| Time and place at which the contracts or copies thereof may be inspected. | |
| Names and addresses of the auditors of the company (if any). | |
| Full particulars of the nature and extent of the interest of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares, or otherwise, by any person either to induce him to become, or to qualify him as a director or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company. | |
| Whether the articles contain any provisions precluding holders of shares or debentures receiving and inspecting balance sheets or reports of the auditors or other reports. | Nature of the provisions. |
| (Signatures of the persons above named as directors or proposed directors, or of their agents authorized in writing.) | |

DECLARATION that Section 96 (1) has been Complied With.

Certificate No.

Companies Act.

| | | |
|--|---|---|
| <p>CANADA: PROVINCE OF BRITISH COLUMBIA. To Wit:</p> | } | <p>Declaration made on behalf of Limited, that the condi- tions of section 96 (1) of The "Companies Act" have been complied with.</p> |
|--|---|---|

I, _____, of _____, being (the Secretary or one of the Directors) of _____, Limited, solemnly declare that the amount of the share capital of the Company offered to the public for subscription is \$ _____.

That the amount fixed by the Memorandum or Articles of Association* and named in the prospectus as the minimum subscription upon which the Company may proceed to allotment is \$ _____.

That shares held subject to the payment of the whole amount thereof in cash have been allotted to the amount of \$ _____.

That every Director of the Company has paid to the Company on each of the shares taken or contracted to be taken by him, and for which he is liable to pay in cash, a proportion equal to the proportion payable on application and allotment on the shares offered for public subscription.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at _____
this _____
day of _____, A.D. 19 _____

*A Commissioner for taking Affidavits within British Columbia.
A Notary Public in and for the Province of British Columbia.
A. (Where Prospectus filed).*

* See s. 94 (1-5) and s. 90 (1) (d).

NEW BRUNSWICK.
APPLICATION for Incorporation.

FORM "A."

APPLICATION FOR INCORPORATION UNDER THE NEW BRUNSWICK
COMPANIES' ACT, 1916.

To the Honourable the Provincial Secretary-Treasurer.

The application of _____ respectfully sheweth as follows:—

The undersigned applicants are desirous of obtaining letters patent under the provisions of The New Brunswick Companies Act, 1916, constituting your applicants and such others as may become shareholders in the Company thereby created, a body corporate and politic under the name of _____, Limited, or such other name as shall appear to you to be proper in the premises.

The undersigned have satisfied themselves and are assured that the proposed corporate name of the Company under which incorporation is sought is not the corporate name of any other known Company incorporated or unincorporated or any name liable to be confounded therewith, or otherwise on public grounds objectionable.

Your applicants are of the full age of twenty-one years.

The purpose for which incorporation is sought by the applicants are:

The chief place of business of the proposed Company within the province of New Brunswick will be at _____, in the County of _____.

The amount of the capital of the Company is to be \$ _____.

The said stock is to be divided into shares of \$ _____ each.

The following are the names in full and the address and calling of each of the applicants, with the amount of stock taken by each applicant respectively:

| Applicant. | Amount of Stock Subscribed. |
|------------|-----------------------------|
| | |

The said
will be the first or provisional Directors of the Company.

A stock book has been opened and a Memorandum of Agreement by the applicants under seal in accordance with the statute has been executed in duplicate, one of the duplicates being transmitted herewith.

The undersigned, therefore, request that a charter may be granted constituting them and such other persons as hereafter become shareholders in the Company, a body corporate and politic for the purposes set forth.

| Signatures of Witnesses. | Signatures of Applicants. |
|--------------------------|---------------------------|
| | |

Dated at _____, this _____ day of _____, 19 _____.

NOTE.—If any cash has been paid in on stock or if any property is intended to be accepted on account of stock, it should be here stated.

FORM "B."

(To be executed in duplicate; one duplicate to be transmitted with the application.)

The _____ Company of _____, Limited.

MEMORANDUM OF AGREEMENT AND STOCK BOOK.

We, the undersigned, do hereby severally covenant and agree each with the other to become incorporated as a Company under the provisions of The New Brunswick Companies Act, 1916, under the name of the _____ Company of _____ (Limited), or such other name as the Provincial Secretary-Treasurer may give to the Company, with a capital of _____ dollars, divided into _____ shares of _____ dollars each.

And we do hereby severally, and not one for the other, subscribe for and agree to take the respective amounts of the capital stock of the said Company set opposite our respective names as hereunder and hereafter written, and to become shareholders in such Company to the said amounts.

In the witness whereof we have signed.

| Name of Subscriber | Seal | Amount of Subscription | Date and Place of Subscription | | Residence of Subscriber | Name of Witness |
|--------------------|------|------------------------|--------------------------------|-------|-------------------------|-----------------|
| | | | Date | Place | | |
| | | | | | | |



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