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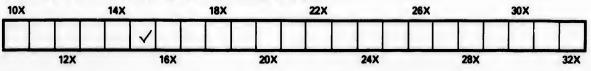


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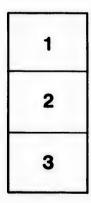
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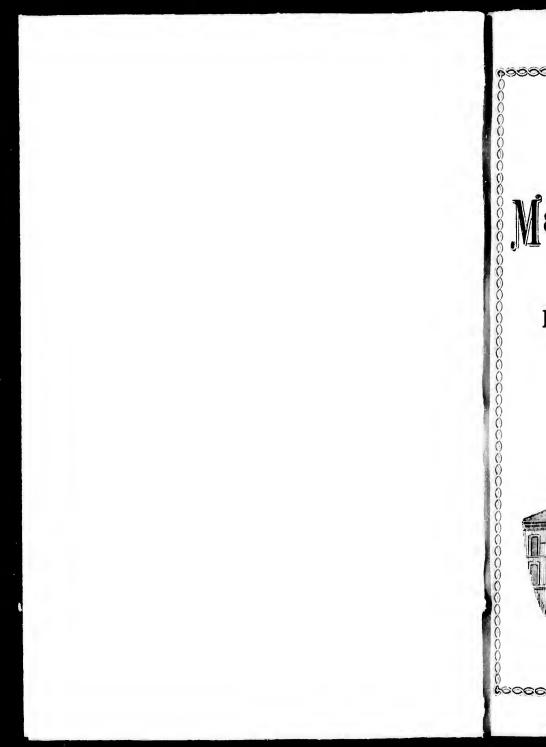


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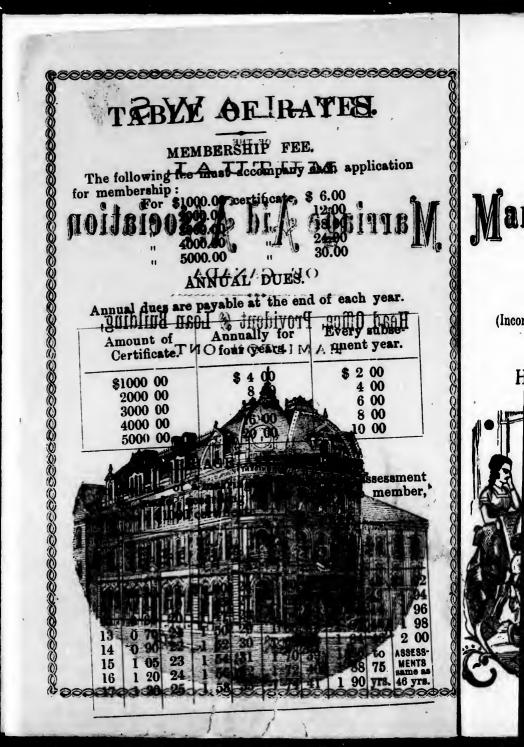
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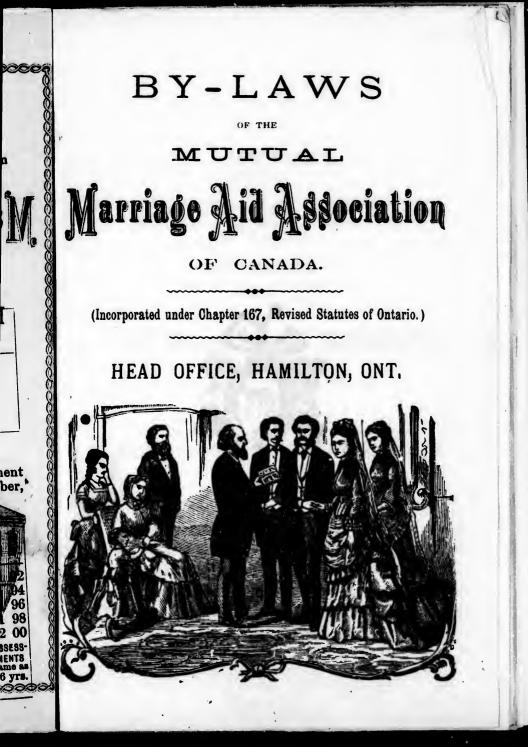
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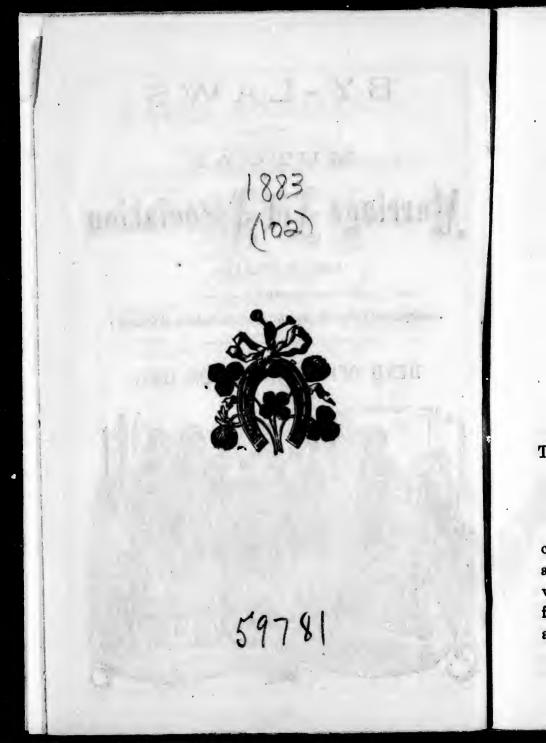
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MUTUAL

MARRIAGE AID ASSOCIATION

OF CANADA.

THE DECLARATION OF INCORPORATION

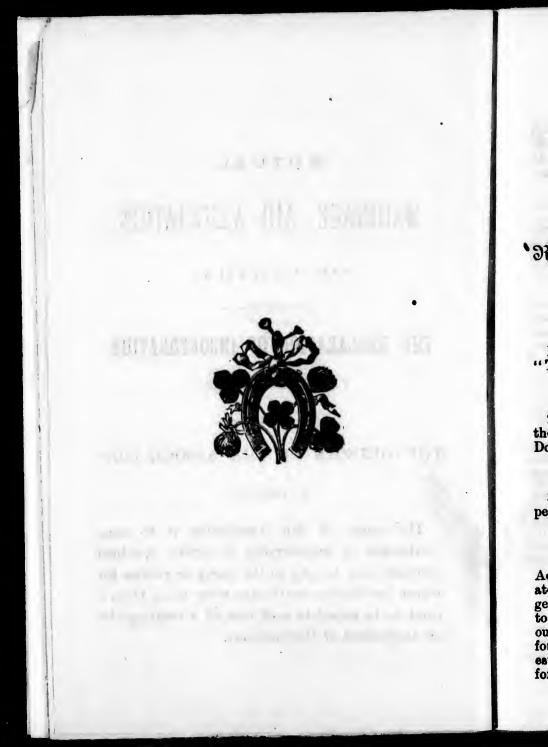
(Dated November, 1881.)

----STATES-----

THE OBJECTS OF THE ASSOCIATION

AS FOLLOWS :

The object of this Association is to issue certificates of membership in certain specified amounts and to pay to the party or parties for whose benefit the certificates were made from a fund to be raised in each case of a marriage by an assessment of the members.



Revised 9th Day January, a. D. 1883.

NAME

1st.—This Association shall be called and known as "The Mutual Marriage Aid Association of Canada."

OFFICE

2nd.—The Head Office of the Association shall be in the City of Hamilton in the Province of Ontario and Dominion of Canada.

DURATION

3rd.—The proposed duration of the Association perpetual.

Powers

4th.—The powers the Association have under the Act of Incorporation are, to adopt and have a corporate seal, the same to be altered at pleasure, and in general to exercise the powers of a corporate body and to make such contracts as may be necessary to carry out the objects of the Association on the plan provided for in these By-Laws, to purchase or lease such real estate as may be necessary for a place of business, and for the security of investments.

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MEMBERSHIP QUALIFICATIONS

5th.—An applicant for membership in the Association shall not be less than 10 years of age nor more than 75 years of age; he or she shall be unmarried at the date the membership certificate is issued and of good character.

TRUSTEE OFFICERS

6th.—The affairs of this Association shall be managed by a Board of Trustees who shall be not less than five, in number, and shall be residents of the said City of Hamilton or within 7 miles of the limits thereof.

OFFICERS

7th.—There shall be elected from among the trustees a President, Vice-President, Secretary, Assistant Secretary, Treasurer, and Auditors. The office of Secretary and Treasurer may be filled by the same person if a majority of Trustees consent.

MEETINGS

Sth.—The Trustees shall meet semi-annually on the first Tuesday in January and the first Tuesday in July, and at such other times as any two of the trustees may request, and at the meeting in January shall elect from their number the officers of the Association as set forth in By-Law seven.

Power of Trustees

9th.—The Trustees shall have the power to fix such rates and adopt such plans and regulations in regard to membership from time to time not inconsistent with the Charter of Incorporation, and introduce such bylaws as they may think proper.

COMPENSATION

10th.—The President, Vice-President, Secretary, Treasurer, and other officers or trustees shall receive such compensation as the Board may direct from time to time. his

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QUORUM

11th.—Three trustees including the President or in his absence the Vice-President shall form a quorum.

COMMITTEES

12th.—An Executive and Finance Committee consisting of three officers or members shall be appointed by the Trustees at their regular meeting in January in each year, and shall be compensated as the Board of Trustees may determine. And any vacancy which may occur shall be filled by the Board of Directors at the next meeting of the Trustees. They shall be compensated as the Board of Trustees may determine, and all actions of the committees shall be subject to the approval of the Board of Trustees.

13th.—DUTIES OF OFFICERS.

Sec. I. The President shall preside at all meetings except those of the above Committees, and shall sign all orders, and perform such other duties as may be deemed necessary.

Sec. II. The Vice-President shall perform all the duties of the President in his absence.

Sec. III. The Secretary shall keep the minutes and the books, attest all certificates and orders, receive all moneys and pay the same over to the Treasurer as received, and perform such other duties as pertain to his office, and at the expiration of his term hand over to his successor all the books, papers and property of the Association, and shall give his bonds for such an amount with such security as the Trustees may determine and approve of for the faithful discharge of his duties.

Sec. IV. The Treasurer shall keep a correct account of all moneys received and paid out, and when desired by the Trustees shall deposit all moneys to the credit of the Association in such Bank or Banks as the said Trustees shall see fit, pay all orders properly signed by the President and attested by the Secretary, but

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shall pay out no money except on such orders, shall permit at all times the inspection of his books and papers by the Trustees, and give such information of his official acts as they may require, and shall hand over all books, papers, moneys, and other property of the Association to his successor when duly elected or sppointed. He shall before entering upon his duties give his bond with security approved of by the Trustees of not less than One Thousand Dollars, which amount may be increased at any regular meeting of the Trustees.

Sec. V. In the event of, as heretofore provided, that the office of Secretary and Treasurer being filled by one and the same person, then the duties as given in sections 3 and 4 of the 13th By-Law shall be combined, and that one approved bond shall be sufficient for the performance of said duties.

DUTIES OF EXECUTIVE AND FINANCE COMMITTEES.

Sec. VI. The duties of the Executive and Finance Committees shall be to meet once every week or oftener on such days and hours as the Committees may determine, and to examine all applications for membership, and approve or reject the same, order all printing of circulars, books, &c., and all advertising for the Association and agents, to examine all marriage proofs of members and recommend their payment if approved, examine and audit all bills of printing and other expenses and order their payment, and to attend to all other business not attended to by other committees or officers, and to keep a record of all its proceedings.

Sub. Sec. VI. The Executive Committee may from time to time appoint any person or persons in such localities as they shall think proper to be agent or agents of the Association for the purpose of soliciting applications for membership in the Association, and may cancel any such agency when they think proper, and may pay or allow such agent or agents out of the general expense fund of the Association such commission or other remuneration as they shall determine, and they

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BY-LAWS.

may require from any such agent such security as they shall deem sufficient for the due performance of his duties or any of them, and further, these Committees shall also audit the accounts of the Secretary and Treasurer, examine the whole financial management of the Association, and make report of the same to the Trustees at their regular meeting or oftener if required.

14th.---APPLICATIONS FOR MEMBERSHIP.

Each applicant for membership must sign the application furnished by the Secretary or agent of the Association, state age, residence and such other facts and particulars as the nature of the application demands, or the Association may from time to time deem proper, and he or she shall agree with the Association in form and manner following:

It is hereby agreed that the application and the statements and declarations therein made shall be the basis of the contract by and between the applicant and the Mutual Marriage Aid Association of Canada, and the said applicant hereby consents and agrees that any fraudulent or untrue statements made, or his or her suspension, or the voluntary severing of his or her connection with the Association, or his or her failure or neglect to pay any assessment or annual payment when due shall forfeit the right of himself or herself or their assignee to all benefits and privileges of membership assured by said Association, and all moneys which shall have been paid shall be forfeited, and time is made the essence of this contract.

15th.—CERTIFICATES OF MEMBERSHIP.

Sec. I. All certificates of membership shall be in such form as the Trustees from time to time approve, and shall be signed by the President and Secretary of the Association or in case of the absence or illness of either by two other Trustees in their place, and be sealed with the corporate seal of the Association.

Sec. II. The Association shall be under no liability until said certificate of membership has been issued.

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16th. -ENTRANCE FEE.

Sec. I. No application for membership shall be received or accepted unless accompanied by the proper membership fee according to the following scale, viz.:

For one thousand dollar certificate......\$ 6.00 For two thousand dollar certificate...... 12.00 For three thousand dollar certificate...... 18.00 For four thousand dollar certificate....... 24.00 For five thousand dollar certificate....... 30.00

Sec. II. Each application for membership shall state the amount of benefit desired.

17th.—Application for Second Benefit.

Any member who has subscribed for one or more certificates may at any time thereafter make application for an additional membership benefit provided he or she is unmarried, and provided also that the certificates held by the member and the number he or she has made application for does not in the whole exceed five thousand dollars.

18th.—Application Under By-law 17.

Sec. I. All applications under the seventeenth Bylaw shall be in writing, and in the form furnished by the Association, and shall be dealt with as original applications for membership.

Sec. II. Additional certificates of membership issued to members in the manner above described shall in no way interfere with the member's original certificate, and the benefit to be derived from the additional certificate shall be treated as if the applicant was a nonmember at the time of the application, and all such times shall elapse and all conditions be fulfilled in accordance with the by-laws of the Association before the benefit on the additional certificate shall mature.

19th.—FEE THEREON,

Applications under by-law 17 shall be accompanied by the regular membership fee as if he or she were then applying for membership. cat ed

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20th.-Loss of CERTIFICATE.

Where a certificate of membership is lost and a duplicate is required by a member the same shall be furnished by the Association on receipt of a fee of \$1.00.

21st.—ANNUAL DUES.

The annual dues shall be four dollars for each thousand dollars of certificate for the first four years, and two dollars per thousand annually thereafter during single life. Annual dues will be collected as they mature. If any member shall marry before the first four annual payments are made the amount remaining unpaid thereon shall be deducted from the amount of certificate.

22nd.-PAYMENT TO BENEFIT FUND.

Each member shall for each one thousand dollars of his or her certificate or certificates pay assessments as set forth in the following table which shall be known as marriage assessments and which shall be levied persuant to the By-law in that behalf made and provided.

Marriage assessments are graded according to age at time of application for membership, as set forth in the following table based on a one thousand dollar certificate.

Ago yrs.	Assess-	ment.	Age yrs.	Assess	ment.	Age yrs.	Assess-	ment.	Age yrs.	Assess-	ment.	Age yrs.	A SSOSS-
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11	0	45	19	1	45	27	1	62	35	1	76 78	43	,
I2	0	60	20	1	47	28	1	64	36	1	80	44	
13	0	60 75	21	1	50	29	1	66	37	1	82	4:	
14	0	90	22	1	45 47 50 52	30	1	68	38	1	84		
15	1	05		1	54	31	1	70	39	1	82 84 86		
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17	1	30	25	1	58	33	1	74	41	1	5		

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Upon the *bona fide* marriage of any member entitled to one or more benefits upon their certificates, then when and so often as any such marriage may occur among the members, if the Board of Trustees declare an assessment to be payable therefor, each and every member of the Association who at the time of such declaration is a subscriber for one or more certificates of membership (which shall have been issued not less than 30 days previously) shall on each such assessment and in respect of each membership to which he or she (that is such other member) is entitled, and according to his or her age at the time of his or her application for each such benefit pay to the Secretary of the Association an assessment or sum according to the said scale set out in the next preceding article.

24th.—A MARRIAGE NOTICE AND ASSESSMENT.

Upon the marriage, as hereinafter defined, of any member being a subscriber to the Benefit Fund written notice thereof shall forthwith be given to the Secretary of the Association, and proof of such marriage shall be made to the satisfaction of the Executive Committee in such form and authenticated in such way and with such particulars as they shall reasonably require. And if they require it, then also as to the age of such member, unless his or her age shall have been formally admitted in writing by the Committee.

Should a member for any reason not satisfactory to the Trustees refuse or neglect to properly fill out or sign any paper relating to his or her marriage proof, and return said marriage proof to the Secretary of the Association, then such member shall be withheld from such benefit or benefits until such time or times as the Trustees authorized to look into said proofs shall be satisfied of the validity of such marriage.

25th.-NOTICE OF ASSESSMENT.

Whenever upon the marriage of a member entitled to a benefit or benefits, an assessment therefor shall be declared by the Board of Trustees, the Secretary shall at once send or cause to be sent by mail postpaid to each member of the Association at his last post office address as furnished to the Secretary in writing a notice giving the number or other designation of such member, and stating the amount of the assessment payable by the member to whom such notice is mailed or delivered, and every such notice mailed in any of Her Majesty's post offices or post letter boxes directed to such address as aforesaid of any member, shall be deemed duly served upon such member on the day of such mailing and the thirty days allowed for the payment of the same shall include such day of service.

26th.-DISPOSAL OF ASSESSMENTS.

Sec. I. Five thousand dollars shall be the highest amount paid by this Association on the marriage of a member.

Sec. II. A person must be a member of the Association one year before he or she can receive any benefit therefrom, and for each \$1.000 of his or her certificate or certificates shall if married during the first or second year be entitled to \$250, if during the third year \$500, if during fourth year \$750, and if subsequent thereto \$1,000, provided that such beneficial payments shall not at any time exceed an amount equal to \$1.00 for each member who shall pay his assessment for the end provided to be paid herein, nor shall such beneficiary at any time be entitled to more than the face of his or her certificate represents, and moneys payable by the Association in respect of marriage benefits shall not become due and payable until 90 days after proof of marriage of a member, or 90 days after he or she shall have been a member of the Association for one year, whichever event shall last happen.

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27th.-WHEN LIABILITIES CEASE.

The liability of a member of the Association to pay assessments shall cease only upon the surrender of his or her certificate at the date Benefits are payable as given in the next preceeding article.

28th.-RESERVE.

If at any time there shall be a surplus of \$1,500 in the Treasury of the Association it shall be optional for the Board of Trustees to cause an assessment to be made upon the marriage of a member, and they shall not cause an assessment to be made if and while such surplus in the Treasury exceeds five thousand dollars. If any benefit shall be paid out of the Fund without any direct assessment therefor, then in the notice of the next assessment the Secretary shall state for the information of the members the number of beneficirry and such other particulars regarding such disposal as he may think necessary.

29th.-PAID UP CERTIFICATES.

Sec. I. Should a member wish to withdraw from paying assessments after being a member of the Association for three years the Board of Trustees may provide such member with a paid up certificate of the amount paid by him or her during their membership, less the annual dues and membership fee which shall be payable according to the following table, or upon marriage, provided the original certificate is surrendered according with its terms after the said annual payments are made.

TABLE OF MATURITY.

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Sec. II. The member who has received a paid up certificate under the first section hereof shall not be liable for assessments but shall remain a member until such time as his or her benefit may mature or vpon marriage, and be subject to the conditions of such paid up certificate.

30th.—Assignments.

Sec. I. In case of serious illness threatening the life of a member before having received any benefit he or she can assign his or her certificate to their next single friend who has the same privalege as the original applicant; but notice must be given to the Association of such assignment, when it shall be acknowledged by the Secretary upon the payment of three dollars.

Sec. II. A member may assign his or her interest or any part thereof in their certificate of membership to any person with the consent of the Association, but not otherwise and this Association shall pay the assignee such benefit only on surrender of said certificate. All assignments must be accompanied by a fee of three dollars before approval by the Association.

Sec. 11I. Should a member of this Association die before having legally transferred his or her membership certificate as provided in the first section hereof, then such membership certificate and all benefits to be derived therefrom shall be void and of no effect, and all moneys which shall have been paid by such member shall be forfeited.

Sec. IV. In the event of a member being married and should die before his or her benefit becomes due and payable then the amount so accruing due and payable, shall be held in trust for the wife or husband of such member by the Trustees of this Association, provided that the said dependant shall assume and pay all dues and assessments due on such certificate of membership within the times as are allowed by the by-laws of this Association for such payment, and any failure to meet such payment by such dependant shall forfeit all privilege of membership in said Association.

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31st.-WHEN PAYABLE.

Every assessment for the Benefit Fund shall be payable within thirty days from the day of mailing the assessment notice as hereinbefore provided, and if any member shall make default in paying any such assessment within such thirty days, he or she shall forfeit all benefits, rights and privileges of themselves or their assignees or beneficiaries to the benefit assured by the Association, and his or her said membership and all moneys paid thereon shall be forfeited, provided however the Board of Trustees shall have the discretion to waive any such forfeiture and reinstate said member on payment of all arrears, and on such terms as under the circumstances they may consider equitable.

32nd. - WHERE PAYABLE.

All assessments and annual dues shall be payable to the Secretary of the Association at the office thereof in the City of Hamilton.

33rd.—Conditions of Payment of Benefits.

No claim in respect of any benefit shall be enforceable against the Association unless all times shall have elapsed and all conditions of the Association complied with.

34th.-NOTICE OF MARRIAGE.

Notice of marriage shall be delivered to the Association within 15 days thereafter, and shall be accompanied with a fee of one dollar for registering such notice of marriage. If notice of such marriage shall not be given to the Association within said 15 days, then the Committee on such claim may demand the reason of such delay, and if not satisfactory the member's claim shall be void, and membership forfeited.

35th.-Members Must State P. O. Address.

Every member shall in his or her application state their post office address to which all notices to them may be sent and if at any time or times his or her post office address shall be changed he or she shall forthwi of su sa

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with notify in writing the Secretary of the Association of such change in his or her address, and until such notice has been given all notices may be sent to said member at his or her last post office address as stated in application or subsequently, the last furnished to the Secretary aforesaid, and all notices so addressed, or addressed to any such member at his or her actual post office address and mailed (post paid) at any of Her Majesty's Post Offices shall be deemed to be served on said member on the day of mailing.

36th.—General Meetings. When and Where Held.

A general meeting of the members of the Association shall be held yearly on such day in the month of January each year, and at such hour and place in the said City of Hamilton as may be determined by the Trustees.

37th.—ORDINARY AND SPECIAL.

The above general meetings shall be called ordinary meetings, all other general meetings shall be called special.

38th.-SPECIAL.

The Trustees may when they think fit convene a special general meeting.

39th.—Notice.

Ten days notice at least of such general meeting specifying the place, the day and the hour of meeting, and in case of special meeting the general nature of the business for which such meeting is called shall be given the members by notice in manner hereinafter mentioned, but the non-receipt of any such notice shall not invalidate the proceedings of any general meeting. Such notice may be given by advertising the same by one insertion in some paper published in the City of Hamilton, or by mailing notice thereof to the members as the Board of Trustees may direct.

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No business shall be transacted at any general or special meeting unless a quorum of members is present at the commencement of such business, and such quorum shall consist of not less than three members present in person.

If, within one hour from the time appointed for the meeting a quorum of members is not present, the meeting shall stand adjourned to the same day in the following week at the same time and place, and if at such adjourned meeting a quorum of members is not present or represented as aforesaid, it shall be adjourned sine die.

41st. - CHAIRMAN.

The President of the Association or in his absence the Vice-President shall preside as Chairman at every meeting of the Association. If there be no President or Vice-President or if at any meeting neither of them are present at the time of holding the same, then the next senior officer present shall preside at such meeting. In case of an equality of votes at any meeting the Chairman in addition to his original vote shall have a casting vote.

42nd.—ADJOURNMENT,

The Chairman may with the consent of the meeting adjourn any meeting from time to time and from place to place in the said City of Hamilton, 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,

43rd. -- VOTE.

At any general meeting unless a poll is demanded by at least five members present or represented by proxy a declaration by the Chairman that a resolution has been carried or lost and an entry to that effect in the books of the Associttion shall be sufficient evidence of the

fact without proof of the number or proportion of the members who may be in favor of or against such resolution.

44th.—Poll.

If a poll be demanded as aforesaid the same shall be taken in such a manner and at such time as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Astociation in general meeting.

45th.-VOTE OF MEMBERS.

Each member shall have one vote for each \$1,000 of his or her certificate.

46th.-PROXY.

Votes may be given at all general meetings of the Association personally or by proxy. No person shall be appointed or act as proxy who is not a member or officer of the Association.

47th.—APPOINTMENT OF A PROXY.

The instrument appointing a proxy shall be under the hand of the appointer, and shall be attested by one or more witnesses; it shall be deposited or held in the hands of the Secretary not less than five days before the time for holding the meeting at which the person named therein as proxy proposes to vote. The instrument appointing a proxy shall state the time such person is authorized to vote thereon.

48th.—LENGTH OF TIME IN OFFICE.

The Trustees and all officers of the Association shall remain in office until removed or changed, as hereinafter provided.

49th.—DEFECTS.

All acts done by any meeting of Trustees, or of a committee of Trustees, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards

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discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person was duly approved and duly qualified to be a Trustee.

50th.-REMOVALS.

The Trustees may, in the event of any of them being guilty of such misconduct as, in the opinion of all the other Trustees, renders his continuance in office injurious to the Association, by the unanimous vote of all such other Trustees at two successive meetings of the Board of Trustees, with an interval of not less than seven days between them, declare such Trustee to be removed from his office of Trustee, and also if he hold the office of President, Vice-President, Treasurer, Secretary, Assistant Secretary or Auditor, then, from such office. Provided, always, that notice of the intention to introduce such a resolution at each such meeting shall be given to each Trustee in the notice of calling such meeting.

The Trustees and Officers may be changed or vacancies filled at any meeting of the Society called for that purpose.

51st.—ACTING DURING VACANCIES.

The continuing Trustees may act notwithstanding any vacancy in their body.

52nd.-How FUNDS ARE DISPOSED OF.

The Trustees shall, out of the general expense fund of the Association, which shall consist of all membership fees and annual dues, pay all rents and salaries, fees, allowances and commissions to officers, agents and Trustees, and for all other expenses and outgoings whatever of the Association, other than marriage claims and cost of collection. b

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53rd. -MINUTES.

The Trustees shall cause minutes to be made in books provided for the purpose.

1st. Of all appointments of officers made by them.

2nd. Of the names of the Trustees present at each meeting of Trustees or Committee of Trustees.

3rd. Of all resolutions and proceedings of meetings of the Association, and of the Trustees and Committees of Trustees.

54th.-CONTRACTS, BY WHOM SIGNED.

The Trustees may empower the President and Secretary to sign all contracts in the name and on behalf of themselves and the Association, and to fix the incorporated seal thereto, and in general to exercise the powers given the Association by their Act of Incorporation.

55th.-REPEAL.

All former By-laws of the Association are hereby repealed, except in so far as anything has been done under any of them before, but all existing funds, officers, etc., are continued, and nothing herein shall be held to invalidate any certificate of membership heretofore issued, or anything heretofore issued by the Association.

Moved by James G. Clark, of North Ridge and seconded by W. A. Karn, of Woodstock, that the Bylaws as read over and amended to-day, the 9th of January, 1883, be the By-laws of the Association, and the Secretary of the Association do have the same engrossed and printed, and that the corporate seal of the Association be affixed thereto.

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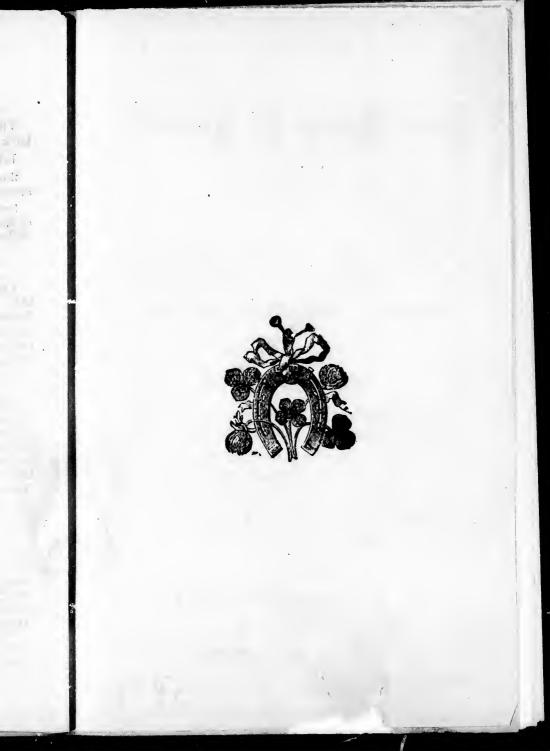
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Mutual Margiage Aid Association

OF CAMADA.

W. A. H. DUFF, J. M. WEBBER, President. Vice-President.

WALTER B. WEBBER, Sec. and Treas.

REFERENCES:

A. RUTHERFORD, Esq., Hamilton.
WM. TURNBULL, Esq., Gentleman, Hamilton.
E. R. KENT, Esq., Manufacturer, Manutcha.
J. P. PRENGUEY, Esq., Manufacturer, Hamilton.
A. LAWSON, Esq., Frinter, Hamilton.
J. A. GRIFFIN, Esq., Hamilton.

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Mutual Marqiage Aid Association

OF CANADA.

W. A. H. DUFF, J. M. WEBBER, President. Vice-President.

WALTER B. WEBBER, Sec. and Treas.

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A. LAWSON, Esq., Printer, Hamilton.
PETER FILLMAN, Esq., Farmer, Hamilton.
J. A. GRIFFIN, Esq., Hamilton.

HON. J. S. MCDONALD, M.P.P.,

WOLTVILE, N. S.,

Special "for Maritime Provinces.

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