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1st. readings.

For gaps, see other set  
of bills, 1965, v.1.







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-2.**

An Act to make Provision for the Disclosure of  
Information in respect of Finance Charges.

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Read a first time, Tuesday, 4th May, 1965.

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Honourable Senator CROLL.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



## THE SENATE OF CANADA

### BILL S-2.

An Act to make Provision for the Disclosure of  
Information in respect of Finance Charges.

Preamble.

WHEREAS Canadian consumers generally are not being fully or accurately informed, with reference to any recognizable common standard, of the cost of the credit extended to them in respect of retail purchases, and it is highly desirable in the public interest to ensure that in future they will be provided with such essential information: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Short title.

**1.** This Act may be cited as the *Finance Charges (Disclosure) Act*.

Definitions.

**2.** In this Act,

“credit financier”.

(a) “credit financier” means any person who in the ordinary course of his business, whether operated separately or in conjunction with some other business, enters into a transaction with another person arising out of a sale or agreement for the sale of personal property to such other person whereby the whole or part of the price therefor is to become payable after the transaction is complete, and in respect of which finance charges are to become payable to such person;

“finance charges”.

(b) “finance charges” means the total cost of the credit to the consumer thereof, and includes interest, fees, bonuses, service charges, discounts and any other type of charge whether described as interest or not;

“person”.

(c) “person” includes any individual, partnership, association, corporation or unincorporated organization.

### EXPLANATORY NOTES.

The sole purpose of this bill is to require every person who carries on the business of extending consumer credit to disclose in writing to the consumer of such credit the total cost thereof, expressed both as a lump sum and in terms of simple annual interest.

The bill is restricted to the field of consumer credit and has no application to cash loans, mortgages on real estate, etc.

No criminal liability would flow from non-compliance with the bill but in the event of non-disclosure a credit financier would be unable to recover or retain any finance charges whatever on any unpaid balance in respect of which he has extended credit.



Statement  
in writing.

**3.** Every credit financier who enters into a transaction extending credit to another person, as referred to in paragraph (a) of section 2, shall in accordance with regulations made under section 5, and before the transaction is complete, furnish such other person with a clear statement in writing setting forth 5

- (a) the total amount of the unpaid balance outstanding;
- (b) the total amount of the finance charges to be borne by such other person in connection with the transaction; and 10
- (c) the percentage relationship, expressed in terms of simple annual interest, that the total amount of the finance charges bears to the unpaid balance outstanding under the transaction. 15

Recovery of  
finance  
charges.

**4.** (1) No credit financier who fails to provide the written statement referred to in section 3 to a person to whom he is extending credit shall have any right, remedy or cause of action either in law or equity with respect to any finance charges whatsoever under the transaction. 20

(2) Where a credit financier has failed to provide the written statement referred to in section 3 to a person to whom he is extending credit, and such person has paid some or all of the finance charges to such credit financier, such person shall have a right of action against such credit financier whereby he may recover back the finance charges so paid. 25

Regulations.

**5.** The Governor in Council may make regulations prescribing

- (a) the form and manner in which the written statement referred to in section 3 is to be made; 30
- (b) the manner of calculating the percentage relationship mentioned in paragraph (c) of section 3 in respect of any transaction or type of transaction; and 35
- (c) the degree of accuracy within which the percentage relationship mentioned in paragraph (c) of section 3 shall be calculated.



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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-3.**

An Act to incorporate the Ottawa  
Terminal Railway Company.

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AS PASSED BY THE SENATE, 23rd JUNE, 1965.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-3.

An Act to incorporate the Ottawa  
Terminal Railway Company.

HER Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

- Short title.       **1.**       This Act may be cited as the *Ottawa Terminal Railway Company Act*. 5
- Incorporation.   **2.**       (1) Donald Gordon, Norman John MacMillan, Robert H. Tarr, Norris R. Crump, Robert A. Emerson and Howard C. Reid, all railway company executives, of the City of Montreal, together with such persons as become shareholders in the Company are incorporated under the name of 10
- (a) "Ottawa Terminal Railway Company", in English; and
- (b) "Compagnie de chemin de fer du terminus d'Ottawa", in French; 15
- hereinafter called the "Company".
- English and French form of Company's name.           (2) The Company may from time to time use, and it may be legally designated by, either the English form or the French form of its name or both forms.
- Provisional directors.       **3.**       The persons named in section 2 are the provisional directors of the Company. 20
- Capital stock.       **4.**       The capital stock of the Company shall be thirty million dollars.
- Head office.       **5.**       The head office of the Company shall be in the City of Ottawa, in the Province of Ontario. 25



#### EXPLANATORY NOTE.

The purpose of this Bill is to implement, with regard to the incorporation of a terminal railway company, the agreement for the relocation of railways in the Ottawa area dated October 17, 1963, between the National Capital Commission, the Canadian Pacific Railway Company and the Canadian National Railway Company.



General meetings.

**6.** (1) General meetings of the shareholders, whether annual or special, may be held at such place within Canada, including the head office of the Company, as may be determined by by-law.

Annual meeting.

(2) The annual meeting of the shareholders shall be held on the first Tuesday in the month of April in each year, or on such other day as may be determined by resolution of the Board of Directors. 5

Numbers of directors.

**7.** The number of directors shall be not less than six nor more than ten, any one or more of whom may be 10 officers in the employ of the Company.

Executive committee of directors.

**8.** (1) An executive committee with such powers and duties as may be fixed by by-law may be established by resolution of the directors.

Number of members.

(2) The executive committee shall be composed 15 of either two or four members as prescribed by by-law.

Composition.

(3) The President of the Company is *ex officio* a member of the executive committee, and the other member or members of the executive committee shall be appointed 20 by the directors from among themselves.

Under-taking.

**9.** (1) The Company may acquire, construct and operate a railway and related facilities in and about the City of Ottawa for the purpose of providing a transportation terminal.

Company may carry out proposals of Memorandum in Schedule.

(2) Without limiting the generality of any other 25 provision of this Act, the Company may do all such things as it is contemplated by the Memorandum of Understanding set out in the Schedule that the proposed company therein referred to as the "Terminal Railway" shall do.

Powers of Company.

**10.** For the purposes of its undertaking, the Com- 30 pany may, in accordance with and subject to the provisions of the *Railway Act*,

Acquire property.

(a) acquire such lands or any interest therein, and rights and easements, as are considered requisite or desirable for the construction, main- 35 tenance and operation of the railway and related facilities;

Provide terminal facilities.

(b) acquire, construct, provide, modify, improve, renew, maintain and operate such buildings, structures, tracks, sidings, connections, yards, 40 roads, parking areas, equipment, facilities for the supply, generation and distribution of heat, water and power and such other property and facilities of like or different kind as are suitable or advantageous for the receiving, 45







- loading, carrying, delivery, storage, handling or interchange of goods and passengers of such companies as desire to use the Company's railway and related facilities, and generally for the provision of railway service in the vicinity of the City of Ottawa; 5
- Receive grants and bonuses. (c) receive, take and hold all voluntary grants and donations of lands or other property or any bonus of money or debentures, or other benefit of any sort, made to it for the purpose of aiding in the construction, maintenance and operation of the railway and related facilities; but the same shall be held and used for the purpose of such grants or donations only; 10
- Dispose of property and services not required. (d) alienate, sell, lease or otherwise dispose of, as may be deemed expedient, any lands or other property, and any heat, water, power or other facilities or services that are surplus to or unnecessary for the requirements of its undertaking; 15
- Hotels, warehouses, etc. (e) acquire, erect, manage, operate or control hotels, restaurants, offices, shops, warehouses, storage and other rooms and conveniences and in connection therewith or any portion thereof, grant leases or concessions; 20
- Telegraphs, etc. (f) enter into agreements with any telecommunications, telegraph or telephone companies respecting the installation of their apparatus on property of the Company, the provision of services to such companies, and the carrying on of the business of any such companies on such property; and 25
- Transfer service. (g) furnish for hire in and about the Cities of Ottawa and Hull such adequate and suitable service as is customary or usual for the pick-up, delivery and transfer of goods by means of trucks or other highway vehicles, or other means of conveyance, and acquire, hold, guarantee, pledge and dispose of shares in any company having for one of its objects the establishment or operation of such a service. 30 35 40

National Railways may convey to the Company lands, buildings, etc. in the City of Ottawa.

**11.** A company comprised in the National Railways as defined in the *Canadian National Railways Act* (in this section called a "comprised company") may sell, assign, transfer and convey to the Company, upon such terms and conditions and for such considerations as are agreed upon between the comprised company and the Company, so much of any lands, interest in lands, buildings, structures, 45



1. The Company shall have the right to purchase the shares of the Company at a price to be determined by the Board of Directors.

2. The Company shall have the right to purchase the shares of the Company at a price to be determined by the Board of Directors.

3. The Company shall have the right to purchase the shares of the Company at a price to be determined by the Board of Directors.

4. The Company shall have the right to purchase the shares of the Company at a price to be determined by the Board of Directors.

5. The Company shall have the right to purchase the shares of the Company at a price to be determined by the Board of Directors.

6. The Company shall have the right to purchase the shares of the Company at a price to be determined by the Board of Directors.

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tracks, sidings, connections, yards, equipment and other facilities in and about the City of Ottawa owned by the comprised company, or such right, title or interest therein or thereto held or enjoyed by the comprised company, as the Company deems expedient and advisable to acquire for the purposes of the undertaking of the Company. 5

Canadian Pacific Railway Company may convey to the Company lands, buildings, etc. in the City of Ottawa.

**12.** The Canadian Pacific Railway Company may sell, assign, transfer and convey to the Company, upon such terms and conditions and for such considerations as are agreed upon between the Canadian Pacific Railway Company and the Company, so much of any lands, interest in lands, buildings, structures, tracks, sidings, connections, yards, equipment and other facilities in and about the City of Ottawa owned by Canadian Pacific Railway Company, or such right, title or interest therein or thereto held or enjoyed by the Canadian Pacific Railway Company as the Company deems expedient and advisable to acquire for the purposes of the undertaking of the Company. 10 15

Agreement for use of Company's undertaking.

**13.** Without limiting the generality of any other provision of this Act, the Company may enter into agreements with 20

- (a) the Canadian National Railway Company and the Canadian Pacific Railway Company, or either of them, and
- (b) any other corporation incorporated under any law of Canada or of any province, 25

for the operation, use and maintenance of the whole or any part of the undertaking and property of the Company, upon and subject to such terms and conditions as may be determined and agreed upon between the parties to any such agreement; and the Canadian National Railway Company and the Canadian Pacific Railway Company are hereby respectively empowered to enter into such agreements with the Company. 30

Issue of securities.

**14.** The Company may issue bonds, debentures or other securities to an amount not exceeding in the aggregate twenty million dollars and may secure the same by a mortgage upon the whole or any part of the property, assets and revenues of the Company. 35

C.N.R. and C.P.R. may acquire stock of the Company and guarantee principal and interest of securities.

**15.** The Canadian National Railway Company and the Canadian Pacific Railway Company may from time to time 40

- (a) subscribe for, take and hold shares of the capital stock of the Company to the extent of one-half each of the total of such capital stock from time to time issued; and 45







- (b) jointly or severally, on such terms and conditions as the directors of the said companies and the Company respectively agree upon, guarantee the payment of the principal and interest of any bonds, debentures or other securities that are from time to time issued by the Company for the purposes of its undertaking. 5

By-laws and regulations and management of terminal.

**16.** The Company may, subject to the *Railway Act*, make all such by-laws, rules and regulations as the directors of the Company deem necessary and proper for the control, management, operation and use of its railway and related facilities and of any other premises and property of the Company, including the use thereof by the public, and for the regulation and control of all vehicular traffic to, from and at the said railway and related facilities. 10 15

Time for construction.

**17.** The construction of the railway and related facilities shall be completed on or before the first day of January, 1967, or such later date as may from time to time be determined or sanctioned by the Board of Transport Commissioners for Canada. 20

Application of *Railway Act*.

**18.** The *Railway Act* applies to the Company and its undertaking.

Declaratory.

**19.** The works and undertaking of the Company are hereby declared to be works for the general advantage of Canada. 25







## SCHEDULE

THIS MEMORANDUM OF UNDERSTANDING made in triplicate this 17th day of October, 1963.

BETWEEN:

THE NATIONAL CAPITAL COMMISSION, hereinafter called the "Commission",

of the First Part,

AND: CANADIAN PACIFIC RAILWAY COMPANY, hereinafter called the "Pacific Railway",

of the Second Part,

AND: CANADIAN NATIONAL RAILWAY COMPANY, hereinafter called the "National Railways",

of the Third Part.

WHEREAS for many years the Government of Canada has advocated a complete and comprehensive relocation of railway lines in the Ottawa area;

AND WHEREAS the Commission has prepared a National Capital Commission Railway Relocation Plan (hereinafter referred to as the Relocation Plan) involving the relocation of railways in the Ottawa area;

AND WHEREAS according to the Relocation Plan certain railway tracks and structures of the Pacific Railway and National Railways are to be abandoned or relocated;

AND WHEREAS also according to the Relocation Plan a new railway station and other railway yards, tracks and structures are to be constructed by the Commission;

THEREFORE, it is mutually understood by the parties hereto as follows:

## PART I.

1. The National Railways and the Pacific Railway will jointly use their best efforts to effect the incorporation of a Company (hereinafter referred to as the Terminal Railway) with share capital with such power and objects as the aforesaid Railways deem necessary but including among such objects that of acquiring from the National Railways, the Pacific Railway and the Commission those railway lands and facilities as hereinafter referred to.

2. (1) The National Railways and the Pacific Railway will participate equally in the incorporation of the said Terminal Railway and it is intended that each should be the owner of one-half of all shares of the capital stock of the Terminal Railway as may be issued from time to time.







(2) The shares of the Terminal Railway are being issued to the railway companies in consideration of properties transferred by the railway companies to the Terminal Railway and for properties which the Commission is under agreement with the railway companies transferring to the Terminal Railway.

(3) Subject to the provisions of the separate agreement mentioned in clause 11 of this Memorandum, the consideration for the property which, under this Memorandum, is to be vested in the National Railways (i.e., the property referred to in clauses 13 and 18 and the shares in the Terminal Railway) is the property which is to be conveyed by the National Railways to the Commission and the Terminal Railway.

(4) The consideration for the property which, under this Memorandum, is to be vested in the Pacific Railway (i.e., the property referred to in clause 9 and the shares in the Terminal Railway) is the property which, under this Memorandum, is to be conveyed by the Pacific Railway to the Commission and to the Terminal Railway.

3. The name of the Terminal Railway is to be "The Ottawa Terminal Railway Company" if that name is lawfully available or such other name as may be agreed upon by the parties hereto.

4. After the incorporation of the Terminal Railway, the National Railways and the Pacific Railway, as the intended or actual owners of all the shares of capital stock of the Terminal Railway, will procure that the Terminal Railway shall enter into such agreement or agreements as they may deem necessary to carry out the intent of this Memorandum.

5. The Terminal Railway area shall generally comprise the land bounded on the north by the south bank of the Ottawa River; on the west by a line due north of mileage 12.4 of the Beachburg Subdivision of the National Railways to the south bank of the Ottawa River; on the south by the most southerly boundary of the Beachburg Subdivision of the National Railways from approximately mileage 12.4 to Wass, the southerly boundary of the Walkley Line of the Commission from Wass to Hawthorne (including connections to the Alexandria Subdivision of the National Railways to approximately mileage 72.4) and a line from Hawthorne to approximately mileage 82.5 of the Montreal and Ottawa Subdivision of the Pacific Railway; and on the east by the most easterly boundary of the Montreal and Ottawa Subdivision of the Pacific Railway from approximately mileage 82.5 to the Rideau River, thence along the Rideau River to the Ottawa River; which are shown on the Commission Railway Relocation Plan, Schedule A, dated November 15, 1962, attached hereto and forming part of this Memorandum.

6. All industrial tracks, yard tracks and sidings, together with facilities used therewith (including land used or required in conjunction therewith) owned by the parties hereto or in which they have any interest (excepting that which is to be transferred to the Commission by the terms of this Memorandum and excepting further therefrom







lands where only tracks and facilities are to be transferred to the Commission), which are on the date of the execution of this Memorandum, or subsequently, located in or adjacent to the Terminal Railway area and that lead from trackage that is to be transferred to the Terminal Railway as set out in this Memorandum shall be transferred to the Terminal Railway and form part thereof except that the land and facilities forming the Merchandising Terminal, at Hurdman, of the Pacific Railway, and the Merchandising Terminal, at Hurdman, of the National Railways shall not be included in or form part of the facilities of the Terminal Railway.

## PART II.

For the purpose of implementing the understanding set out in Part I of this Memorandum, the parties hereto have mutually agreed as follows:

7. The Pacific Railway will transfer to the Commission all its estate, title and interest in the following properties and facilities, which the Commission agrees to accept, subject to the rights of third parties under lease, licence, agreement, easement or otherwise:

- (a) the land forming all that part of the Carleton Place Subdivision from mileage 0.0 of this Subdivision to the proposed connection of that Subdivision with the Beachburg Subdivision of the National Railways near Bells Corners, at approximately mileage 8.1 of the said Carleton Place Subdivision;
- (b) the land forming all that part of the Sussex Street Subdivision from the most westerly boundary of Bank Street to the end of that Subdivision at the most southerly boundary of Sussex Street;
- (c) the land forming all that part of the Montreal and Ottawa Subdivision
  - (i) from Hurdman at approximately mileage 84.8 to Deep Cut at mileage 86.8,
  - (ii) from Union Station at mileage 87.7 to Hull at mileage 89.3 including the Interprovincial Bridge and the rail and highway approaches thereto, and
  - (iii) from mileage 91.25 to mileage 91.54; and
- (d) the land forming the Ottawa West Yard including the Broad Street freight office and sheds.

8. The Pacific Railway will transfer to Terminal Railway all its estate, title and interest in the following properties and facilities, which the National Railways and the Pacific Railway will procure, as owners of all shares of the capital stock of the Terminal Railway, that the Terminal Railway will accept, subject to the rights of third parties under lease, licence, agreement, easement or otherwise:



- (a) the land forming all that part of the Eastern Subdivision from Ottawa West at Mileage 125 to approximately Mileage 135;
- (b) the land forming all that part of the Eastern Subdivision from Mileage 135 to Mileage 145 in the most westerly portion of East Street; and
- (c) the land forming all that part of the Montreal and Ottawa Subdivision from approximately Mileage 82.5 to approximately Mileage 83.5.

4. The Commission, at its own expense, will provide to the responsible departments of the Pacific Railway and the other parties to the Pacific Railway grant and shall file the grant with the court in the Eastern Subdivision and shall also be responsible for the grant in the Eastern Subdivision and shall also be responsible for the grant in the Eastern Subdivision.

(a) a new subdivision formed in the Eastern Subdivision consisting of land parcels owned by the Pacific Railway and other parties to the Eastern Subdivision as shown on Schedule D, dated December 9, 1911, attached hereto;

(b) new communication facilities to connect those lands which are owned or controlled as a result of the grant of this section with the existing communication facilities and a new station to be located between the Pacific Railway station at Mileage 125 and the proposed new station at Mileage 135. The Commission will cause the necessary right-of-way and easements to be acquired for the new facilities and will provide for the maintenance and operation of the same. The Commission will also be responsible for the maintenance and operation of the same. The Commission will also be responsible for the maintenance and operation of the same.

(c) right-of-way and easements, and necessary work in connection with the maintenance and operation of the same, in connection with the communication lines and facilities in all former Eastern Subdivision and Montreal Subdivision property including those lines on the Subdivision, Bridge and its appurtenances;

(d) other rights, ways and easements, and necessary work for additional maintenance and necessary work for any of the lines referred to in paragraph (c) of this clause if the Commission or other parties to the grant or reservation (in the case of such removal) is required to be satisfied by the Commission;

(e) all necessary railway tracks and other facilities together with necessary land to connect the Montreal and Ottawa Subdivision to the facilities provided for in this section.



- (a) the land forming all that part of the Prescott Subdivision from Ottawa West at mileage 0.0 to approximately mileage 5.25;
- (b) the land forming all that part of the Sussex Street Subdivision from Ellwood at mileage 0.0 to the most westerly boundary of Bank Street; and
- (c) the land forming all that part of the Montreal and Ottawa Subdivision from approximately mileage 82.5 to approximately mileage 84.8.

9. The Commission, at its own expense, will provide to the reasonable requirements of the Pacific Railway and thereupon transfer to the Pacific Railway good and clear title (subject only to the easements, licences and rights-of-way expressed in the document of transfer which do not impair the use of the land for railway purposes) in and to:

- (a) a new merchandising terminal at Hurdman, including necessary land, trackage, roadways, piggyback yard, trucking area and other facilities (located as shown on Schedule D, dated December 3, 1962, attached hereto);
- (b) new communication facilities to replace those which are altered or removed as a result of the Railway Relocation Plan, including new repeater stations and a new telegraph line between the Sparks Street offices of the Pacific Railway and the proposed union station at Hurdman, it being understood that the Commission will assure to the Pacific Railway the necessary rights-of-way and easements in perpetuity for these facilities, together with access thereto for maintenance and renewals of, and additions to the said facilities, but the lines and facilities provided under this paragraph shall be only those that are required due to the implementation of the said Relocation Plan;
- (c) rights-of-way and easements, and necessary access for additions, maintenance and renewal work, in connection with communication lines and facilities on all former Pacific Railway and National Railways property including those lines on the Interprovincial Bridge and its approaches;
- (d) other suitable rights-of-way and easements, and necessary access for additions, maintenance and renewal work for any of the lines referred to in paragraph (c) of this clause if the Commission or others require their removal or relocation (the cost of such removal or relocation to be paid by the Commission);
- (e) all necessary railway tracks and related facilities together with necessary land to connect the Maniwaki Subdivision to the Lachute Subdivision, at approximately







mileage 116.3 of the Lachute Subdivision, if such a connection is required due to the implementation of the Relocation Plan; and

- (f) such additions and alterations to station facilities, track layout and signal system of the Pacific Railway located on the Quebec side of the Ottawa River as may be made necessary by the abandonment of the railway line to Hull over the Interprovincial Bridge.

10. The Commission will pay to the Pacific Railway and the National Railways the cost to these railways of constructing any grade separation or crossing protection ordered or approved by the Board of Transport Commissioners for Canada at the crossings of tracks of either railway that are to be transferred to the Terminal Railway under this Memorandum where such grade separation or crossing protection is required due, in part, to the increase in train traffic resulting from the joint operation of such trackage by the Pacific Railway and the National Railways.

11. The National Railways is transferring to the Commission pursuant to the terms of a separate agreement to be entered into between the National Railways and the Commission, the Union Station, bridges, land and other facilities as more particularly set forth in the said separate agreement.

12. The National Railways will transfer to the Terminal Railway all its estate, title and interest in the following properties and facilities, which the National Railways and the Pacific Railway will procure, as owners of all shares of the capital stock of the Terminal Railway, that the Terminal Railway will accept, subject to the rights of third parties under lease, licence, agreement, easement or otherwise:

- (a) the land forming all that part of the Beachburg Subdivision between approximately mileage 12.4 near Bells Corners and the intersection of that Subdivision with the most southerly boundary of the right-of-way of the proposed station line at approximately mileage 0.6 of that Subdivision; and
- (b) the land forming all that part of the Alexandria Subdivision between mileage 72.4 near Hawthorne and the most easterly boundary of Alta Vista Drive at approximately mileage 76.3.

13. The Commission, at its own expense, will provide to the reasonable requirements of the National Railways and thereupon transfer to the National Railways good and clear title (subject only to easements, licences and rights-of-way expressed in the document of transfer which do not impair the use of the land for railway purposes) in and to:

- (a) an addition to the existing Terminal Avenue freight shed building sufficient to accommodate the National Railways express and other Departments now located in Union







Station, modification of trackage serving the building, team tracks to replace those abandoned in Bank Street and Hurdman yards, together with necessary lands (located as shown on Schedule D, dated December 3, 1962, attached hereto);

- (b) new communication facilities to replace those which are altered or removed as a result of the Railway Relocation Plan, including a new repeater station on Terminal Avenue, also new communication lines to replace the existing pole lines on those portions of the Alexandria Subdivision and the Beachburg Subdivision that are to be transferred to the Commission, together with a connecting communication line to the new union station;
- (c) a new cable line between the new communications building on Terminal Avenue and the Communications office of the National Railways located at the corner of Sparks and Metcalfe Streets, where such new cable is required due to the implementation of the Relocation Plan;
- (d) a cable line between the communications building of the National Railways on Terminal Avenue and the communications repeater office of the Pacific Railway on Terminal Avenue; and
- (e) it is understood that the Commission will assure to the National Railways the necessary rights-of-way and easements in perpetuity required for the said new communication facilities, together with access thereto for maintenance and renewals of, and additions to the said facilities as outlined in paragraphs (b), (c) and (d) of this clause.

14. (1) The Commission will pay all the charges assessed by the Pacific Railway against the National Railways, for the use, by trains of the National Railways, of the Prescott Subdivision of the Pacific Railway between the Walkley Diamond and Ottawa West during the period between the date on which the Bank Street Line was abandoned, August 3, 1961, and the date when all track connections, Walkley Yard additions, new union station, merchandise terminals, signals, and other trackage have been completed and are ready for use, or the effective date of the transfer of this portion of the Prescott Subdivision to the Terminal Company, whichever is the first.

(2) The Commission shall pay all the charges assessed by one railway against the other for the use by the latter of the railway of the former in the event any other diversion or detour is made necessary in the carrying out of the provisions of this Memorandum, but such diversions or detours shall not be placed in operation without prior agreement of the parties hereto.







15. The Commission, at its own expense, will provide to the reasonable requirements of the National Railways and the Pacific Railway and transfer to the Terminal Railway, and the National Railways and the Pacific Railway will procure, as owners of all shares of the capital stock of the Terminal Railway, that the Terminal Railway will accept, good and clear title (subject only to easements, licences and rights-of-way expressed in the document of transfer which do not impair the use of the land for railway purposes) in and to:

- (a) a new union station, trackage and associated facilities all completely equipped and furnished as an operating railway station, including offices and other accommodation for railway personnel together with necessary land at Hurdman;
- (b) all necessary railway tracks and related facilities together with necessary land to make two connections between the Prescott Subdivision of the Pacific Railway and the Walkley Line at the Walkley Diamond;
- (c) all necessary railway tracks and related facilities together with necessary land to make two connections between the Prescott Subdivision of the Pacific Railway and the Beachburg Subdivision of the National Railways at Ellwood Diamond;
- (d) all necessary railway tracks and related facilities together with necessary land to make various railway trackage connections between the Montreal and Ottawa Subdivision of the Pacific Railway, the Alexandria Subdivision of the National Railways and the Walkley Line of the Commission at Hawthorne;
- (e) all necessary railway tracks and related facilities together with necessary land to connect the Carleton Place Subdivision of the Pacific Railway and Beachburg Subdivision of the National Railways near Bells Corners, as well as such team tracks as may be required due to this connection;
- (f) grade separations and all related track changes between Ottawa West and the Rideau River on the Prescott Subdivision of the Pacific Railway together with a new railway track and structure over or under the Rideau Canal, and if the railway grade is located under the Rideau Canal by means of a tunnel, the Commission will pay monthly to the Terminal Railway, Pacific Railway and the National Railways from the date on which the railway grade is first open for use, compensation in an amount based on the depreciation, operating and maintenance costs incurred by the Pacific Railway, the National Railways and the Terminal Railway in respect of the locating of the railway grade under the Rideau Canal less the depreciation, operating and







maintenance costs that would have been incurred had the railway grade remained as it is at the day of signing of this Memorandum, and at any time after the expiry of ten (10) years next following the completion date of any such track and structure, the Commission may capitalize on the basis of the average annual compensation paid during that ten (10) years at a rate of five per cent, the then future compensation payable and pay the said compensation in a lump sum to the Terminal Railway or other appropriate railway or railways;

- (g) such alterations to the track and sidings in the area of the Broad Street Yard of the Pacific Railway and the Chaudiere Yard of the National Railways as may be required due to the implementation of the Relocation Plan;
- (h) such additions and alterations as may be necessary to the existing centralized traffic control signal system for controlling train movements into, out of and within the Terminal Railway area occasioned by the implementation of the Relocation Plan;
- (i) all necessary railway tracks and related facilities together with necessary land to make a direct railway trackage connection at Ottawa West between the Montreal and Ottawa Subdivision and the Prescott Subdivision both of the Pacific Railway including such new and adequate station buildings as may be necessary due to the relocation of trackage in the area of Ottawa West; and
- (j) freight yards, including interchange trackage, diesel servicing and repair shop, car repair shop, addition to present yard office, and other associated facilities, all completely equipped and furnished ready to operate, together with necessary lands all at Walkley.

16. The Commission will pay to the Terminal Railway the cost to the Terminal Railway of constructing any grade separation or crossing protection ordered or approved by the Board of Transport Commissioners for Canada, prior to December 31, 1969, at crossings of tracks of the Terminal Railway where such grade separation or crossing protection is required due, in part, to the increase in train traffic resulting from the Relocation Plan.

17. The Commission will transfer to the Terminal Railway good and clear title (subject only to easements, licences and rights-of-way expressed in the document of transfer which do not impair the use of the land for railway purposes) in and to the following properties and facilities, which the National Railways and the Pacific Railway will procure, as owners of all shares of the capital stock of the Terminal Railway, that the Terminal Railway will accept:







- (a) the land forming the Walkley Line from Wass to Hawthorne except the land owned by the Ontario Hydro Electric Power Commission at mileage 1.08 in respect of which excepted land, the Commission will transfer adequate operating or other rights, as may be required, in the form of a perpetual easement;
- (b) the land required for any trackage built or to be built by the Commission on or adjacent to any portion of the Beachburg Subdivision of the National Railways that is to form part of the Terminal Railway; and
- (c) the facilities forming the centralized traffic control signal system on that portion of the Beachburg Subdivision to be transferred to the Terminal Railway.

18. The Commission will make such alterations as may be required in the centralized traffic control signal system on that part of the Beachburg Subdivision of the National Railways between approximately mileage 12.4 and Nepean, occasioned by the implementation of the Relocation Plan, and thereafter transfer to the National Railways such altered signal system.

19. When the Commission obtains ownership of any or all of the lands of the Pacific Railway's Carleton Place Subdivision from mileage 0.0 to 3.0, the Pacific Railway's Ottawa West yards, and the National Railways' Chaudiere Spur and Yards, it will permit, with the consent of the Pacific Railway, the National Railways or the Terminal Railway, each of the Pacific Railway, the National Railways or the Terminal Railway to retain the use of all or parts of the land transferred by it to the Commission, for so long as industry remains and desires rail service and to operate thereon without any charge being made against any such Railway, subject to the conditions that:

- (a) the Commission will assume all taxes levied during its ownership and will receive all rents from leases, agreements, licences and term easements pertaining to said lands;
- (b) the Pacific Railway, the National Railways or the Terminal Railway, as the case may be, will pay for all maintenance of railway facilities which it is permitted to use.

20. Effective on the signing of this Memorandum, the National Railways and the Pacific Railway agree to the following conditions respecting the Pacific Railway's Carleton Place Subdivision, mileage 0.0 to 3.0, the Pacific Railway's Ottawa West Yard, and the National Railway's Chaudiere Spur and Yard

- (a) there will be no extension of trackage serving industries on these lines without prior approval of the Commission;
- (b) no additional industries will be permitted to locate on these lines without prior approval of the Commission; and
- (c) no leases will be granted or renewed on these lines without prior approval of the Commission.







21. (1) The Commission will, in the case of any industry that is now served by a private siding trackage that is to be removed or relocated as a result of the Relocation Plan, afford that industry the opportunity to purchase for relocation purposes only land owned by the Commission at a price which is twenty per cent less than the market value of the land as set by the Commission (said market value to reflect the Commission's cost of acquisition and development of the land); or to lease that land at a rental based on that price and for a term of years compatible with the life expectancy of any facilities erected or installed at the new site.

(2) The Commission will provide to the National Railways, the Pacific Railway or the Terminal Railway, for the use of an industry that is now served by private siding trackage that is removed as a result of the Relocation Plan, trackage of equal servicable capacity at the new location at no installation cost to the industry, but subject to the usual railway private siding agreement between the railway and such industry.

(3) Subject to provincial and municipal law, the Commission has developed or will carry out the development, at no cost to the Terminal Railway, on land owned by the Commission in the area contiguous to the Belfast Road, to the Walkley Line between Bank Street and the National Railways main line at Hawthorne which is not required for direct railway operating purposes, and to the new line connecting the Alexandria Subdivision of the National Railways and the Montreal and Ottawa Subdivision of the Pacific Railway, sites on which industry can locate.

(4) The Commission will, except as may be otherwise agreed to between the parties hereto,

- (a) offer to the industries described in subclause (1) first opportunity to choose and acquire sites on which to relocate in the areas developed as industrial sites; and
- (b) in the event new industries or industries other than as described in subclause (1) hereof desire to locate in the industrial sites outlined in subclause (3) hereof, the Commission will give priority to acquire land to those desiring rail service over those not desiring such service (this priority to apply only should two industries be interested in the same site at the same time).

(5) The Commission will, subject to provincial and municipal law, provide team track and related facilities at the following locations:

- (a) in the Pacific Railway Merchandise Terminal Area, for a capacity of 25 cars;
- (b) in the National Railways Merchandise Terminal Area, in a capacity of 56 cars;
- (c) in Walkley, for a capacity of 10 cars in addition to the existing capacity of 18;







- (d) in Bells Corners, for a capacity of 4 cars in addition to the existing capacity of 12;
- (e) in Merivale Road, for a capacity of 15 cars in addition to the existing capacity of 10; and
- (f) in Ottawa West by leaving sufficient track for a capacity of 16 cars.

(6) The Commission will use its best efforts to encourage industries now being served by private siding trackage to continue to do so within the Terminal Area.

22. The Commission will pay all costs and expenses incurred by the National Railways, Pacific Railway and Terminal Railway

- (a) in development and preparation of plans, specifications, deeds, surveys, descriptions, applications and agreements;
- (b) in effecting the transfers of land referred to in this Memorandum including registration fees and land transfer taxes and municipal taxes that have been paid for any period after the land has been vacated or operations thereon abandoned by the railway whichever is the earlier; and
- (c) in carrying out any other work that the said Railway Companies may be required to do as a result of this Memorandum or that the Commission may lawfully require the said Railway Companies to perform in order to implement the Relocation Plan, where such work has been requested or approved by the Commission.

23. Where any new track or facility is constructed pursuant to this Memorandum, the Commission will, for the three-year period commencing on the date on which that track or facility is first opened to regular train operations or use, pay the National Railways, Pacific Railway or the Terminal Railway the maintenance costs incurred by those Companies by reason of any subsidence or settlement of that track or facility during that three-year period.

24. It is understood that this Memorandum has been prepared before final plans, specifications, estimates and mileages have been established and that minor variations or changes in the exact particulars of this Memorandum may be necessary.

25. (1) The parties hereto agree that they will, as soon as possible after the execution of this Memorandum, collaborate in the preparation and finalization of

- (a) a submission to the Parliament of Canada requesting the passing of an Act to incorporate the Terminal Railway;
- (b) applications to the Board of Transport Commissioners for Canada and to any other appropriate authority for permission to construct, maintain and operate the new



The first of these is the fact that the railway is not a public utility in the ordinary sense of the word. It is a business enterprise, and its operations are governed by the ordinary laws of commerce. It is not subject to the special regulations which apply to public utilities.

The second is the fact that the railway is not a natural monopoly. It is possible to have more than one railway between two points, and the existence of a second railway would not necessarily be wasteful or inefficient.

The third is the fact that the railway is not a public utility in the sense that it is essential to the public health, safety, or convenience. It is a luxury, and its operation is not essential to the public welfare.

The fourth is the fact that the railway is not a public utility in the sense that it is a natural monopoly. It is possible to have more than one railway between two points, and the existence of a second railway would not necessarily be wasteful or inefficient.

The fifth is the fact that the railway is not a public utility in the sense that it is essential to the public health, safety, or convenience. It is a luxury, and its operation is not essential to the public welfare.

The sixth is the fact that the railway is not a public utility in the sense that it is a natural monopoly. It is possible to have more than one railway between two points, and the existence of a second railway would not necessarily be wasteful or inefficient.

The seventh is the fact that the railway is not a public utility in the sense that it is essential to the public health, safety, or convenience. It is a luxury, and its operation is not essential to the public welfare.



railway lines and facilities referred to in this Memorandum, and for permission to abandon the other railway lines and facilities referred to in this Memorandum and for permission to carry out any other matter or thing pertaining to this Memorandum;

- (c) operating agreements between the National Railways, Pacific Railway and Terminal Railway; and
- (d) adequate property descriptions and documents for the transfer of the land and facilities referred to in this Memorandum.

(2) No clause of this Memorandum is to be performed unless the permissions referred to in paragraph (b) of subclause (1) have been obtained in respect of that clause.

26. Except as otherwise expressly agreed to by the parties hereto, all transfers of land and facilities referred to in this Memorandum shall take place simultaneously on the second day of January, 1965. Where the transfer is one of those referred to in clause 7 all railway operations over the railway line and facilities included in such transfer shall be abandoned on or before the date of such transfer except as otherwise herein provided or except as the parties hereto may otherwise expressly agree.

27. Where the expression "land" is used in this Memorandum unless the context otherwise requires, that term shall include the right-of-way, bridges, stations and other buildings, erections, structures and other railway facilities and appurtenances of whatsoever nature thereunto belonging or appertaining, as well as all main, passing, yard or other tracks, located upon, under or over the said right-of-way of the Subdivision or line of railway in question.

28. The Commission covenants and agrees that it will at all times hereafter indemnify and save harmless the National Railways and the Pacific Railway and each of them from and against any and all claims, demands and damages including the costs and reasonable expenses incurred in defending any legal proceedings made against them or either of them and arising under the terms of any express or implied lease, licence, agreement, easement or understanding by reason of the transfer by the National Railways and the Pacific Railway or either of them of any lands to the Commission or by the Commission to the National Railways, the Pacific Railway or the Terminal Railway pursuant to the terms of this Memorandum.

29. The Commission covenants and agrees that it will at all times hereafter indemnify and save harmless the National Railways and the Pacific Railway and each of them from and against any and all claims, demands and damages including the costs and reasonable expenses incurred in defending any legal proceedings made against them or either of them which arise from the abandonment of any railway or inability to provide service now provided by them or either of them and which have resulted from the implementation of the Relocation Plan.



*Clause 26:* By an agreement of the parties to the memorandum set out in the Schedule the date mentioned in clause 26 has been extended.



30. The Commission covenants and agrees that it will indemnify and save harmless the National Railways and Pacific Railway from and against any and all claims, demands and damages, including the cost and reasonable expenses incurred in any legal proceedings made against them or either of them that result from injuries or damages to any person or property including injuries resulting in death, and that arise from any work performed by the Commission, its servants or agents, pursuant to this Memorandum, provided that the liability of the Commission hereunder with respect to the construction of any railway facility shall not extend beyond the date of acceptance of such facility by either the National Railways, the Pacific Railway or the Terminal Railway, as the case may be, and provided further, that the Commission shall in no instance be liable hereunder where such injury or damage results from negligence on the part of one or more of the railway companies, their employees, servants or agents.

31. (1) Where any claim or demand is made in writing against either or both the National Railways and Pacific Railway, which is a claim or demand as described in clause 28, 29 or 30 hereof, such railway or railways shall, as soon as reasonably possible, notify the Commission in writing thereof and shall supply the Commission with all available details of the claim and any further information that the Commission may reasonably require.

(2) Upon receipt of notice and information mentioned in subclause (1) of this clause, the Commission may at any time and upon notice in writing to the railway or railways, in the name and on behalf of the railway or railways, negotiate a settlement thereof or defend any action or suit brought against the said railway or railways arising therefrom; and where the Commission pursuant to this subclause settles or defends a claim or demand it shall pay the amount of such settlement or any judgment against such railway or railways including the legal cost pertaining to the settlement or judgment.

(3) The railway or railways shall, at the expense of the Commission, co-operate fully with the Commission in any investigation, settlement or defence by the Commission pursuant to subclause (2).

(4) The failure of the National Railways or the Pacific Railway to comply with subclause (1) of this clause will not relieve the Commission of liability to indemnify or save harmless such Railway from and against any such claim or demand unless the Commission is prejudiced by such failure.

32. The Commission will supply to the National Railways, Pacific Railway and the Terminal Railway details of the cost of acquiring the land and constructing the various facilities being provided to the said railways pursuant to this Memorandum.

33. The benefit and burden of the provisions of this Memorandum shall enure to and be binding upon the successors and assigns of all parties hereto.







34. In the event of any differences arising between the parties hereto in respect of any question of law or fact concerning any provision of this Memorandum, it is hereby agreed that such questions of law or fact shall be submitted to the Exchequer Court of Canada for determination pursuant to paragraph (g) of subsection (1) of section 18 of the Exchequer Court Act.

35. In order that the proposed Terminal Railway may receive every benefit from all agreements and covenants made for its benefit by the Commission, as it would were it a party to this Memorandum it is hereby understood, agreed and declared that the Pacific Railway and the National Railways execute this Memorandum to that purpose on behalf of the proposed Terminal Railway as well as on behalf of each of them and as trustees of the covenants and agreements of the Commission for and on behalf of the Terminal Railway and the benefits of such agreements and covenants contained herein shall be claimed and enforced by the Pacific Railway and the National Railways on behalf of the said Terminal Railway.

IN WITNESS WHEREOF the National Capital Commission has hereunto affixed its seal this third day of October, 1963.

(Sgd) "S. F. Clark"

Chairman

(Sgd) "Douglas L. McDonald"

Director of Planning  
and Property

AND IN WITNESS WHEREOF the Canadian National Railway Company has hereunto affixed its seal this 16th day of October, 1963.

(Sgd) "R. H. Tarr"

Vice-President &  
Executive Assistant

(Sgd) "J. M. Young"

Assistant Secretary







AND IN WITNESS WHEREOF the Canadian Pacific Railway Company has hereunto affixed its seal this 17th day of October, 1963.

(Sgd) "R. A. Emerson"

Vice-President

(Sgd) "P. N. Grant"

Assistant Secretary



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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-4.**

An Act respecting The Algoma Central and Hudson  
Bay Railway Company.

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AS PASSED BY THE SENATE, 19th MAY, 1965.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



## THE SENATE OF CANADA

### BILL S-4.

An Act respecting The Algoma Central and Hudson Bay Railway Company.

Preamble.

1899, c. 50;  
1900, c. 49;  
1901, c. 46;  
1902, c. 38;  
1905, c. 53;  
1906, c. 54;  
1907, c. 57;  
1909, c. 40;  
1910, c. 65;  
1911, c. 34;  
1916, c. 32;  
1927, c. 78;  
1930, c. 51;  
1931, c. 62;  
1932-33, c. 56;  
1958, c. 53;  
1960, c. 62.

WHEREAS the authorized capital stock of The Algoma Central and Hudson Bay Railway Company, hereinafter called "the Company", was, by chapter 53 of the statutes of 1958, increased to one million common shares of the par value of ten dollars each and two hundred and fifty thousand preferred shares of the par value of fifty dollars each;

WHEREAS eighty thousand of the said preferred shares were issued by the Company and were subsequently redeemed or purchased for cancellation by the Company or converted into common shares in the capital stock of the Company in accordance with the conditions attaching thereto;

WHEREAS the Company has by by-law subdivided the said one million common shares of the par value of ten dollars each into five million shares of the par value of two dollars each pursuant to the power granted to the Company by chapter 53 of the statutes of 1958; and

WHEREAS the Company has by its petition prayed that it be enacted as hereinafter set forth and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Change of name.

**1.** (1) The name of the Company is hereby changed to Algoma Central Railway. Any transaction, contract or obligation heretofore entered into or incurred by the Company in the name The Algoma Central and Hudson Bay Railway Company, and any transaction, contract or obligation hereafter entered into or incurred by the Company in the name Algoma Central Railway shall be valid and binding on the Company.



## EXPLANATORY NOTES.

The Algoma Central and Hudson Bay Railway Company, a company incorporated by chapter 50 of the statutes of 1899, has constructed and operates a line of railway from the city of Sault Ste. Marie to Hearst and a branch thereof running south-westerly to Michipicoten Harbour in the province of Ontario. Under the powers conferred on it by the same statute it also operates seven bulk freighters on the Great Lakes.

The financial structure of the Company was substantially reorganized by chapter 53 of the statutes of 1958. Under the authority granted by that statute, the Company created and sold \$11,000,000 total principal amount of first mortgage bonds and debentures, together with 80,000 preferred shares of the par value of \$50.00 each. The said 80,000 preferred shares have subsequently all been redeemed, purchased for cancellation or converted in accordance with their terms into common shares of the Company.

The number of authorized common shares was increased to 1,000,000 common shares of the par value of \$10.00 each by chapter 53 of the statutes of 1958. Pursuant to the provisions of chapter 53 of the statutes of 1958, a by-law was enacted by the Board of Directors of the Company on October 6, 1964, and confirmed by its shareholders on December 5, 1964, by which the said 1,000,000 common shares were subdivided into 5,000,000 common shares of the par value of \$2.00 each.

*Clause 1* of the Bill provides for a change in the Company's name. The Company was originally incorporated as "Algoma Central Railway Company", but its name was changed by chapter 46 of the statutes of 1901 to "The Algoma Central and Hudson Bay Railway Company" and the Company was granted the right to construct and operate a railway to a point on James Bay. The railway has never been extended beyond Hearst, where it connects with the main transcontinental line of the Canadian National Railway, and the Company is now commonly referred to as the Algoma Central Railway. The proposed change in the Company's name is designed to reflect the actual situation.



(2) Nothing contained in subsection (1) shall in any way impair, alter or affect the rights or liabilities of the Company, except as therein expressly provided, nor in any way affect any suit or proceeding now pending or judgment existing, either by or in favour of or against the Company, which, notwithstanding the provisions of subsection (1) may be prosecuted, continued, completed and enforced as if this Act had not been passed; and any suit or proceeding that might have been commenced or continued by or against the Company under its former name may be commenced or continued by or against it under its new name.

Capital  
decreased.

**2.** The capital of the Company is decreased by cancelling the eighty thousand preferred shares of the par value of fifty dollars each, heretofore issued and subsequently redeemed or purchased for cancellation by the Company or converted into common shares in the capital stock of the Company in accordance with the conditions attaching thereto, so that the capital stock of the Company after giving effect to such decrease will be one hundred and seventy thousand preferred shares of the par value of fifty dollars each and five million common shares of the par value of two dollars each.

Capital  
surplus.

**3.** The sum of five hundred and eight thousand eight hundred dollars, being the amount designated in the books of the Company as the capital surplus resulting from the redemption and purchase for cancellation of ten thousand one hundred and seventy-six preferred shares of the said eighty thousand preferred shares, shall be restored to the earned surplus of the Company.

Decrease  
of capital.

**4.** Where any of the preferred shares of the Company are hereafter redeemed or purchased for cancellation by the Company, they shall be thereby cancelled and the authorized and the issued capital of the Company shall be thereby decreased, and where any of the said preferred shares are hereafter converted into another class or other classes of shares, the said preferred shares shall be thereby cancelled and the authorized capital of the Company shall be thereby decreased, and the provisions of section 4 of chapter 53 of the statutes of 1958 shall not apply with respect to any such redemption, purchase for cancellation or conversion.

R.S., c. 234;  
1955, cc. 41  
and 55, s. 2;  
1958, c. 40;  
1960, c. 35;  
1960-61, c. 54;  
1963, cc. 28  
and 41.

**5.** Notwithstanding anything contained in the *Railway Act* or in any other Act, the directors of the Company may from time to time



*Clause 2* of the Bill formally decreases the Company's capital by the cancellation of the 80,000 preferred shares issued and subsequently all redeemed or purchased for cancellation by the Company or converted into common shares. The procedure in this regard is comparable to the obtaining of supplementary letters patent by a company incorporated under the *Companies Act*, which procedure is required after each redemption of preferred shares. There is no provision in the *Railway Act* dealing with the effect on the capital structure of a railway company upon the redemption or conversion of preferred shares.

*Clause 3* restores to earned surplus the capital surplus which was required to be set up by the Company under the provisions of section 4 of chapter 53 of the statutes of 1958, upon the redemption and purchase for cancellation of 10,176 preferred shares, all of which redemption or purchase was made without impairment of the Company's capital, by payments out of the ascertained net profits of the Company.

*Clause 4* of the Bill provides that in the case of future redemptions, purchases for cancellation or conversion of preferred shares the authorized and issued capital of the Company shall be automatically decreased, thereby making it unnecessary for the Company to obtain a Special Act of Parliament after each redemption, purchase or conversion. The *Companies Acts* of a number of the provinces have similar provisions and in the light of current accounting practice this term is considered desirable.

*Clause 5* of the Bill removes the limitation on the total bonds, debentures or other funded obligations which may be outstanding. By chapter 53 of the statutes of 1958 a limitation of \$11,000,000 was placed on the Company's borrowing with the approval and consent of the Company



Powers of directors.

- (a) borrow money upon the credit of the Company in such amounts and upon such terms as the directors may deem expedient;
- (b) issue bonds, debentures, debenture stock or other securities of the Company in such amounts and upon such terms and pledge or sell the same for such sums and at such prices as the directors may deem expedient and, notwithstanding the provisions of section 1 of chapter 53 of the statutes of 1958, there shall be no limitation upon the principal amount of bonds, debentures or other funded obligations which may be outstanding at any one time or from time to time; and
- (c) mortgage, hypothecate, charge or pledge all or any of the real and personal property, undertaking and rights, present or future, of the Company to secure any such bonds, debentures, debenture stock or other securities or any money borrowed or any other liability of the Company.

Terms attaching to bonds, etc.

6. The bonds, debentures, debenture stock or other securities from time to time issued by the directors of the Company pursuant to the authority conferred by section 5 shall bear such date or dates, shall mature on such date or dates, shall bear such rate or rates of interest, may be secured in such manner and to such extent and shall be subject to such terms and provisions (including any provisions deemed necessary or desirable respecting redemption, sinking fund and conversion rights) as the directors of the Company may determine at or prior to the issuance of any such bonds, debentures, debenture stock or other securities respectively.

Approval of shareholders not required.

7. No further approval by the holders of shares of the Company shall be required with respect to the issuance of the bonds, debenture stock or other securities authorized by this Act or the terms or provisions relating thereto.

Ancillary powers. R.S., c. 53; 1964-65, c. 52.

8. The Company has as ancillary and incidental to the purposes and objects set forth in the Special Act creating the Company the powers set forth in subsection (1) of section 14 of the *Companies Act*.

Railway Act to apply.

R.S., c. 234; 1955, cc. 41; 55, s. 2; 1958, c. 40; 1960, c. 35; 1960-61, c. 54; 1963, cc. 28; 41.

9. Nothing in this Act shall in any way restrict the powers of the Board of Transport Commissioners for Canada and all the provisions of the *Railway Act* now applying to the Company and its railway and undertaking not inconsistent with the provisions of this Act shall continue to apply thereto.



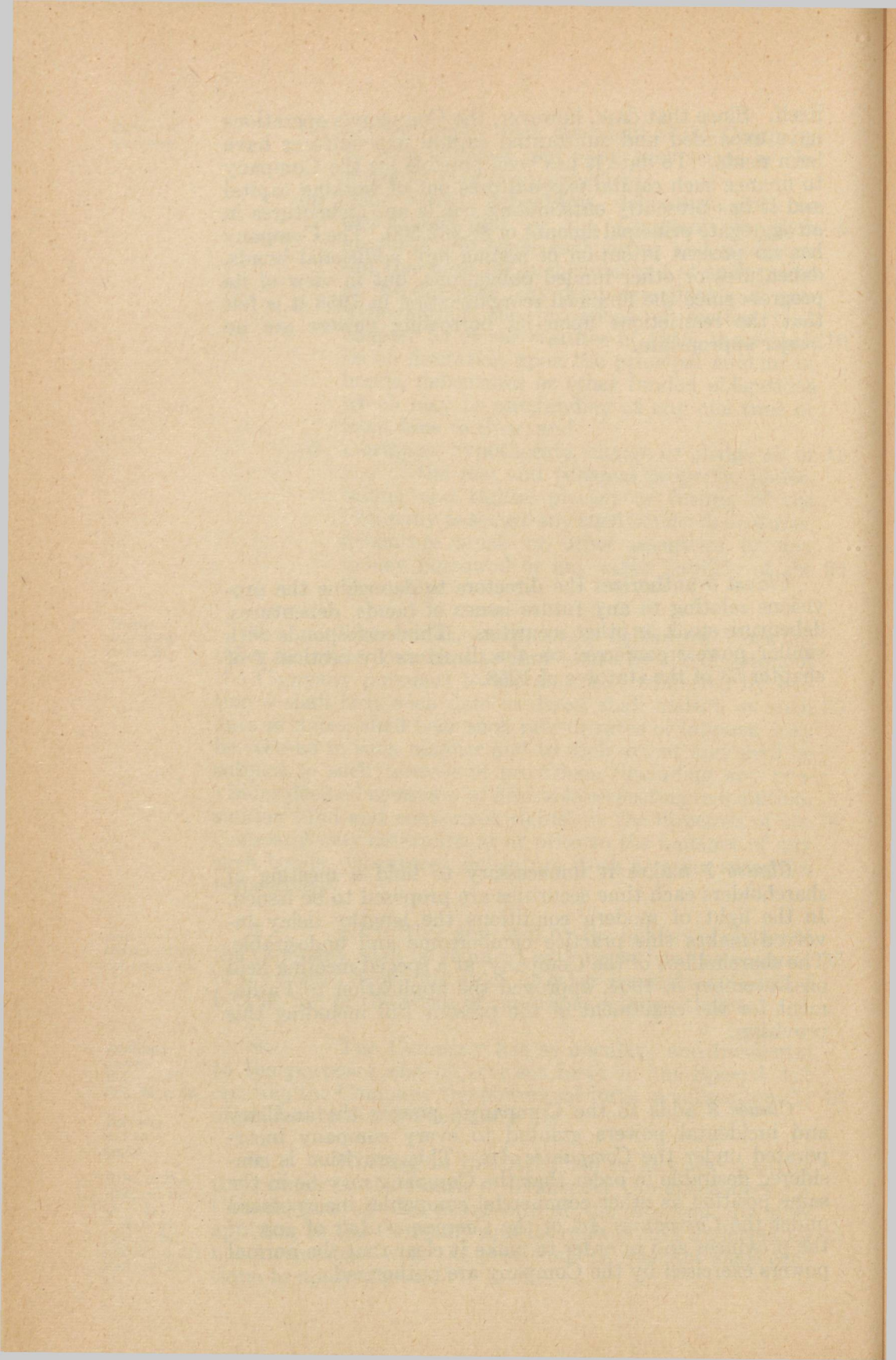
itself. Since that date, however, the Company's operations have expanded and substantial capital expenditures have been made. To date it has been possible for the Company to finance such capital expenditures out of working capital and it has presently outstanding bonds and debentures in an aggregate principal amount of \$8,282,500. The Company has no present intention of issuing any additional bonds, debentures or other funded obligations, but in view of its progress since the financial reorganization in 1958 it is felt that the restrictions upon its borrowing powers are no longer appropriate.

*Clause 6* authorizes the directors to determine the provisions relating to any future issues of bonds, debentures, debenture stock or other securities. This corresponds with similar powers conferred on the directors by section 2 of chapter 53 of the statutes of 1958.

*Clause 7* makes it unnecessary to hold a meeting of shareholders each time securities are proposed to be issued. In the light of modern conditions the lengthy delay involved makes this practice cumbersome and undesirable. The shareholders of the Company, at a special meeting held on December 5, 1964, approved the application to Parliament for the enactment of the present Bill including this provision.

*Clause 8* adds to the Company's powers the ancillary and incidental powers granted to every company incorporated under the *Companies Act*. This provision is considered desirable in order that the Company may be in the same position as other commercial companies incorporated under the *Companies Act* or the *Companies Acts* of any of the provinces and in order to make it clear that the normal powers exercised by the Company are authorized.







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-5.**

An Act respecting Great Northern Railway Company and  
Great Northern Pacific & Burlington Lines, Inc.

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AS PASSED BY THE SENATE, 25th MAY, 1965.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-5.

An Act respecting Great Northern Railway Company and  
Great Northern Pacific & Burlington Lines, Inc.

Preamble.  
1944-45, c. 55;  
1945, c. 42.

WHEREAS Great Northern Railway Company, a company  
incorporated under the laws of the state of Minnesota,  
one of the United States of America, and having its principal  
office at the city of St. Paul, in the state of Minnesota, has  
pursuant to the authority granted to it acquired owner- 5  
ship and control of the lines of railway and undertakings  
of the Vancouver, Victoria and Eastern Railway and Naviga-  
tion Company and The Nelson and Fort Sheppard Railway  
Company and is as to its operations in Canada subject to  
all the obligations of a railway company which is subject 10  
to the legislative authority of Parliament;

WHEREAS Great Northern Pacific & Burlington Lines,  
Inc., was incorporated under the laws of the state of  
Delaware, one of the United States of America, for the  
purpose of, among other things, engaging in any and all 15  
branches of the business of transportation, whether by  
railroad, motor vehicle, pipe line, water, air, or any other  
means of conveyance whatsoever, and acquiring by purchase,  
merger, consolidation, lease, sub-lease, or otherwise, the  
whole or any part of the franchises, goodwill, rights, assets 20  
and property of any railroad or transportation company;

WHEREAS Great Northern Railway Company and  
Northern Pacific Railway Company, a company incor-  
porated under the laws of the state of Wisconsin, one of the  
United States of America, and having its head office in 25  
the city of St. Paul, in the state of Minnesota, one of the  
United States of America, each own fifty per cent of the  
outstanding shares of Midland Railway Company, a  
company incorporated under the laws of the province of  
Manitoba, the undertaking and operations of which were 30  
by chapter 87 of the statutes of 1926-27 declared to be  
for the general advantage of Canada;

1926-27, c. 87.



#### EXPLANATORY NOTES.

Great Northern Railway Company (Great Northern), a United States company with headquarters in St. Paul, Minnesota, operates about 130 miles of railway lines in the province of British Columbia which it acquired from the Vancouver, Victoria and Eastern Railway and Navigation Company and The Nelson and Fort Sheppard Railway Company. These lines are extensions of the much larger operations of this Company in the United States.

Great Northern has agreed to merge under United States law with Northern Pacific Railway Company (Northern Pacific), a United States company with headquarters in St. Paul, Minnesota, and Pacific Coast R.R. Co., a wholly owned subsidiary of Great Northern with operations confined to the Seattle area of the state of Washington, into Great Northern Pacific & Burlington Lines, Inc. Great Northern Pacific & Burlington Lines, Inc., has agreed that it will in a subsequent transaction merge Chicago, Burlington & Quincy Railroad Company, another United States company with headquarters in Chicago, Illinois, into Great Northern Pacific & Burlington Lines, Inc., and that it will, as the surviving company, lease the lines and properties of Spokane, Portland & Seattle Railway Company, a United States company with headquarters in Portland, Oregon. The railroad properties of Great Northern Pacific & Burlington Lines, Inc., including those leased as aforesaid, will be operated by it as a unified system covering some 24,000 miles of railway lines. None of Northern Pacific, Pacific Coast R.R. Co., Chicago, Burlington & Quincy Railroad Company or Spokane, Portland & Seattle Railway Company presently operate in Canada except that Northern Pacific owns the shares in Midland Railway Company hereinafter referred to.

Great Northern and Northern Pacific own in equal shares all of the issued shares of Midland Railway Company, a company incorporated under the laws of Manitoba, with headquarters in Winnipeg, Manitoba, which operates a railway system within the city of Winnipeg and has running rights over leased trackage from Winnipeg to the United States border at Emerson, Manitoba.



WHEREAS Great Northern Railway Company has entered into an agreement (a copy of which, except for Exhibit A thereto, is set forth in the Schedule to this Act), dated as of January 26, 1961, with Northern Pacific Railway Company, Pacific Coast R.R. Co., a company incorporated under the laws of the state of Washington, one of the United States of America, and the said Great Northern Pacific & Burlington Lines, Inc., providing for the merger and amalgamation of the railway and undertaking, including the lines of railway and undertaking acquired by Great Northern Railway Company as aforesaid, of Great Northern Railway Company, Northern Pacific Railway Company and Pacific Coast R.R. Co., with Great Northern Pacific & Burlington Lines, Inc.; and

WHEREAS Great Northern Railway Company and Great Northern Pacific & Burlington Lines, Inc., have presented a joint petition praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Authority to merge and amalgamate in respect of assets and undertaking in Canada of Great Northern Railway Company. 1944-45, c. 55; 1945, c. 42.

Proviso.

**1.** Great Northern Railway Company is hereby authorized as to its assets and undertaking in Canada to merge and amalgamate with Northern Pacific Railway Company, Pacific Coast R.R. Co., and Great Northern Pacific & Burlington Lines, Inc., pursuant to the terms and conditions set forth in the agreement attached as a Schedule to this Act: Provided that the said merger and amalgamation shall not become effective in Canada until such time as the Board of Transport Commissioners for Canada shall have recommended to the Governor in Council that the said agreement be sanctioned and the Governor in Council shall have sanctioned the same.

Authority of Great Northern Pacific & Burlington Lines, Inc., to acquire assets of Great Northern and shares of Midland.

**2.** Great Northern Pacific & Burlington Lines, Inc., and any corporate successor thereof, is hereby authorized and empowered to acquire by means of the merger and amalgamation referred to in section 1, and to hold the railway and undertaking of Great Northern Railway Company in Canada and all or any of the outstanding shares of Midland Railway Company, and from time to time to dispose of the same to any corporate successor of Great Northern Pacific & Burlington Lines, Inc., which is hereby declared to be entitled to acquire same, or to any other person or company.



The completion of the foregoing transaction will not remove from Canada control of any railway operations presently controlled in Canada.

The purpose of the bill is to empower Great Northern in respect of its Canadian operations to enter into the merger first referred to above and to authorize Great Northern Pacific & Burlington Lines, Inc., following the said merger, to operate the lines of railway presently owned by Great Northern in Canada and also to hold all of the shares of the said Midland Railway Company.

Clause 1 of the bill provides that the merger and amalgamation shall not become effective in Canada until such time as the Board of Transport Commissioners for Canada shall have recommended to the Governor in Council that the said agreement be sanctioned and the Governor in Council shall have sanctioned the same.



Powers.

**3.** Great Northern Pacific & Burlington Lines, Inc., and any corporate successor thereof, whether within the legislative authority of the Parliament of Canada or not, in respect of the operation, construction, improvement, maintenance and control of the railway and undertaking of Great Northern Railway Company in Canada, and generally in respect of anything which it may desire to do as lessee or owner of such railway and undertaking, shall have all the powers, rights, privileges and immunities and be subject to all the obligations provided in any and all Acts respecting the Great Northern Railway Company, the Vancouver, Victoria and Eastern Railway and Navigation Company, The Nelson and Fort Sheppard Railway Company and in the *Railway Act*. 5 10

Agreements with other companies subject to *Railway Act*. R.S.C., c. 234; 1955, cc. 41, 55; 1958, c. 40; 1960, c. 35; 1960-61, c. 54; 1963, cc. 28, 41.

**4.** Subject to the provisions of section 153 of the *Railway Act*, Great Northern Pacific & Burlington Lines, Inc., and any corporate successor thereof, is hereby authorized to enter into an agreement with any other company, whether within the legislative authority of the Parliament of Canada or not, for selling, conveying or leasing to such company the railway and undertaking of Great Northern Pacific & Burlington Lines, Inc., and any corporate successor thereof, in whole or in part, or for purchasing or leasing from such company the railway and undertaking of such company, in whole or in part, or for amalgamation. 15 20 25

Borrowing powers.

R.S.C., c. 234; 1955, cc. 41, 55; 1958, c. 40; 1960, c. 35; 1960-61, c. 54; 1963, cc. 28, 41.

**5.** Great Northern Pacific & Burlington Lines, Inc., and any corporate successor thereof, is hereby authorized and empowered, without complying with the provisions of section 134 of the *Railway Act*, to issue bonds, debentures, perpetual or terminable debenture stock, or other securities, without limitation as to the aggregate amount thereof or rate of interest payable thereon, and to mortgage, hypothecate, pledge and charge its railway and undertaking and all of its property, assets, rents and revenues, present or future, or any part thereof, situate in Canada, to secure the same. 30 35



ARTICLE

THIS ACT MAY BE ENACTED IN WHOLE OR IN PART AND SEVERALS OF THESE SECTIONS MAY BE ENACTED SEPARATELY AND IN DIFFERENT PARTS OF THE ACT AND THE SECTIONS ENACTED SEPARATELY SHALL BE DEEMED TO BE SEVERALLY ENACTED AND TO HAVE SEVERAL EFFECTS AND THE SECTIONS ENACTED TOGETHER SHALL BE DEEMED TO BE ONE AND THE SAME ACT AND THE SECTIONS ENACTED SEPARATELY SHALL BE DEEMED TO BE SEVERALLY ENACTED AND TO HAVE SEVERAL EFFECTS AND THE SECTIONS ENACTED TOGETHER SHALL BE DEEMED TO BE ONE AND THE SAME ACT

SECTION

WHEREAS the Government of Canada is desirous of providing for the better regulation of the business of the Great Northern Pacific & Burlington Lines, Inc. in Canada and of providing for the better regulation of the business of the Great Northern Pacific & Burlington Lines, Inc. in Canada and of providing for the better regulation of the business of the Great Northern Pacific & Burlington Lines, Inc. in Canada

Clause 5 of the proposed Act is framed so as to permit Great Northern Pacific & Burlington Lines, Inc., as part of its overall operations in the United States, to mortgage its assets and undertaking in Canada without regard to the conditions and limitations set forth in section 134 of the *Railway Act*.

WHEREAS the Government of Canada is desirous of providing for the better regulation of the business of the Great Northern Pacific & Burlington Lines, Inc. in Canada and of providing for the better regulation of the business of the Great Northern Pacific & Burlington Lines, Inc. in Canada and of providing for the better regulation of the business of the Great Northern Pacific & Burlington Lines, Inc. in Canada



## SCHEDULE

THIS AGREEMENT OF MERGER dated as of January 26, 1961, between Great Northern Pacific & Burlington Lines, Inc. (hereinafter sometimes called the "New Company"), a Delaware corporation, and the Directors thereof, or a majority of them, Parties of the First Part, Northern Pacific Railway Company (hereinafter called "Northern Pacific"), a Wisconsin corporation, and the Directors thereof, or a majority of them, Parties of the Second Part, Great Northern Railway Company (hereinafter called "Great Northern"), a Minnesota corporation, and the Directors thereof, or a majority of them, Parties of the Third Part and Pacific Coast R.R. Co. (hereinafter called "Pacific Coast"), a Washington corporation, and the Directors thereof, or a majority of them, Parties of the Fourth Part (said corporations being hereinafter sometimes called the "Constituent Corporations"),

## WITNESSETH:

WHEREAS, the New Company is a corporation organized and existing under the General Corporation Law of the State of Delaware for the purpose, among others, of acquiring, owning, operating and maintaining lines of railroad outside the State of Delaware, and presently has an authorized capital stock of 200 shares of no par value; and

WHEREAS, Northern Pacific is a railroad corporation organized and existing under the laws of the State of Wisconsin, owning and operating lines of railroad in said State and in Idaho, Minnesota, Montana, North Dakota, Oregon and Washington and operating under leases or having trackage rights over certain other lines of railroad in certain of said States and in the Province of Manitoba, and having an authorized capital stock consisting of 7,500,000 shares of common stock (\$5.00 par value), of which as of January 1, 1961, 5,989,557 shares were issued and outstanding (including 28 shares reserved for conversion of fractional scrip outstanding), 15 shares were held by directors as qualifying shares and 1,901 shares were held in its treasury; and

WHEREAS, Great Northern is a railroad corporation organized and existing under the laws of the State of Minnesota, owning and operating lines of railroad in said State and in California, Idaho, Iowa, Montana, North Dakota, Oregon, South Dakota, Washington and Wisconsin and in the Province of British Columbia and operating under leases or having trackage rights over certain other lines of railroad in certain of said States and in the Provinces of British Columbia and Manitoba, and having an authorized capital stock consisting of 7,500,000 shares of common stock (without par value), of which as of January 1, 1961, 6,079,703 shares were issued and outstanding (including 41 shares reserved for conversion of fractional scrip outstanding) and 129,254 shares were held in its treasury; and







WHEREAS, Pacific Coast is a railroad corporation organized and existing under the laws of the State of Washington, owning and operating lines of railroad in said State, and having an authorized capital stock consisting of 10,000 shares of common stock (\$100 par value), all of which shares as of January 1, 1961 were issued and outstanding and all of which are owned by Great Northern; and

WHEREAS, the parties hereto desire and deem it advisable that Northern Pacific, Great Northern and Pacific Coast be merged into the New Company upon the terms and conditions and in the manner hereinafter set forth and in accordance with and with the effect provided by applicable law and that the New Company, the surviving corporation, continue in existence as a corporation of the State of Delaware exclusively;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions herein contained the parties hereto agree, subject as herein provided, that Northern Pacific, Great Northern and Pacific Coast shall be merged into the New Company upon the terms and conditions hereinafter set forth and in accordance with applicable law, and the mode of carrying such merger into effect shall be as follows:

#### ARTICLE I.

##### Merger to Become Effective.

This Agreement, and the merger herein provided for, shall take effect upon the filing of this Agreement, duly certified and acknowledged, in the office of the Secretary of State of Delaware and recordation of said Agreement in the office of the recorder of the County of New Castle, Delaware, in compliance with the provisions of Sections 251 and 252 of the General Corporation Law of Delaware, if: (a) this Agreement shall be before such filing and recordation have been duly approved by a unanimous vote of the stockholders of the New Company, a vote of the holders of two-thirds of the stock of Northern Pacific and of Great Northern and a vote of the holders of three-fourths of the stock of Pacific Coast; and (b) said merger upon the terms and conditions herein provided for shall be before such filing and recordation have been approved and authorized by the Interstate Commerce Commission as provided in Section 5 of the Interstate Commerce Act. Such time of taking effect is herein referred to as the Merger Date.

Anything herein to the contrary notwithstanding, this Agreement may be terminated and abandoned

(1) by mutual consent of the Boards of Directors of Northern Pacific and Great Northern at any time;







(2) by the Board of Directors of either Northern Pacific or Great Northern if the Interstate Commerce Commission shall impose any term or condition to its approval of the merger herein provided for which shall be unacceptable to either of said Boards; or

(3) by the Board of Directors of either Great Northern or Northern Pacific if there have not been received prior to January 26, 1964, all approvals of public authorities necessary to the consummation of the merger herein provided for or if there have not been received prior to January 26, 1964, all approvals of public authorities and all consents of stockholders and bondholders necessary for (i) the merger of the Chicago, Burlington & Quincy Railroad Company (hereinafter called the "Burlington") into the New Company, upon the terms and conditions contained in the agreement of merger between said parties of even date herewith, (ii) the lease to the New Company of all of the properties of the Spokane, Portland and Seattle Railway Company for a term of ten years, (iii) the execution of a consolidated mortgage covering all or substantially all the railroad properties of the New Company, (iv) the issuance of bonds pursuant to said consolidated mortgage and the pledge thereof in substitution for the Northern Pacific Refunding and Improvement Mortgage Bonds pledged under the Northern Pacific Collateral Trust Indenture, dated October 1, 1954, and (v) the modification of said Indenture to permit the substitution of bonds issued under said consolidated mortgage as collateral under said Indenture and to delete Sections 4.05, 5.04 and 5.05 of said Indenture.

## ARTICLE II.

### Restrictions Prior to Merger.

Neither Northern Pacific nor Great Northern, without the consent of the other, shall, prior to the Merger Date or the termination of this Agreement,

- (a) declare dividends in excess of \$2.60 per share per annum in the case of Northern Pacific and \$3.00 per share per annum in the case of Great Northern, or declare any stock dividend or make any other distribution on its capital stock or make any purchase thereof at a price in excess of the then current market price; or
- (b) issue or sell any share of its authorized but unissued capital stock (except that Northern Pacific may issue shares of its authorized but unissued capital stock to satisfy restricted stock options outstanding on July 15, 1960) or any security convertible into capital stock, or issue or grant any option or warrant to purchase capital stock except options or warrants, as the case may be, issued or granted pursuant to its Restricted







Stock Option Plan as presently in effect, each hereby agreeing that at the Merger Date it will have in its treasury shares of its own stock at least equal in number to the number of shares then optioned under its Plan (excepting, in the case of Northern Pacific, shares optioned on or before July 15, 1960); or

- (c) sell any share of its treasury stock except to satisfy restricted stock options.

### ARTICLE III.

#### Corporate Existence of Surviving Corporation.

Great Northern Pacific & Burlington Lines, Inc. shall continue after the merger and be the surviving corporation and shall continue to be exclusively a Delaware corporation. The separate corporate existence of Northern Pacific, Great Northern and Pacific Coast shall cease upon the Merger Date.

### ARTICLE IV.

#### Name of Surviving Corporation.

The name of the corporation that is to survive the merger is and shall be Great Northern Pacific & Burlington Lines, Inc.

### ARTICLE V.

#### Certificate of Incorporation of the New Company.

The Certificate of Incorporation as set forth in Exhibit A, which is attached hereto and made a part hereof, shall be the Certificate of Incorporation of the New Company following the Merger Date (and the Certificate of Incorporation of the New Company is hereby amended so as to read in its entirety as set forth in said Exhibit A), unless and until the same shall be amended or repealed thereafter in accordance with the provisions thereof or the laws of the State of Delaware, which power to amend or repeal is hereby expressly reserved. Said Certificate of Incorporation shall constitute the Certificate of Incorporation of the New Company separate and apart from this Agreement and may be separately certified as the Certificate of Incorporation of the New Company.

### ARTICLE VI.

#### By-Laws.

The By-Laws of the New Company as in effect immediately prior to the Merger Date shall constitute the By-Laws of the New Company upon the Merger Date and thereafter until duly altered or amended.







## ARTICLE VII.

## Directors of the New Company.

Prior to the Merger Date the Board of Directors of the New Company will be increased from three to twenty-four and nine of the vacancies thus created shall be filled by the election of persons who are then directors of Northern Pacific, nine of the vacancies thus created shall be filled by the election of persons who are then directors of Great Northern and three of the vacancies thus created shall be filled by the election of persons who are then directors of Burlington but are not then officers or directors of either Northern Pacific or Great Northern.

## ARTICLE VIII.

## Treatment of Shares of Northern Pacific, Great Northern and Pacific Coast.

Upon the Merger Date, the number of authorized shares of capital stock of the New Company shall be 17,500,000 shares of Common Stock (without par value) and 3,102,333 shares of Preferred Stock (\$10 par value), and the outstanding shares of capital stock of Northern Pacific and Great Northern shall be changed and converted into capital stock of the New Company in the following manner:

- (a) Upon the Merger Date each share of capital stock of Northern Pacific which shall be outstanding in the hands of the public immediately prior to the Merger Date (other than directors' qualifying shares), without any action on the part of the holder thereof, shall automatically become and be converted into one share of Common Stock of the New Company; and each outstanding certificate representing such shares of the capital stock of Northern Pacific shall thereupon, except as hereinafter provided, become and be deemed for all corporate purposes to evidence the ownership of the same number of full paid, non-assessable shares of Common Stock of the New Company.
- (b) Upon the Merger Date each share of capital stock of Great Northern which shall be outstanding in the hands of the public immediately prior to the Merger Date, without any action on the part of the holder thereof, shall automatically become and be converted into one share of Common Stock of the New Company and one-half share of Preferred Stock of the New Company; and each outstanding certificate representing such shares of capital stock of Great Northern shall thereupon, except as hereinafter provided, become and be deemed for all corporate purposes to evidence the ownership of the same number of full paid, non-assessable shares of Common Stock and one-half that number of full paid, non-assessable shares of Preferred Stock of the New Company.







- (c) After the Merger Date each holder of an outstanding certificate or certificates theretofore representing capital stock of Northern Pacific or Great Northern upon surrender thereof to the New Company or its agent shall thereupon be entitled to receive in exchange a certificate or certificates representing the number of whole shares of capital stock of the New Company into which the shares of capital stock of Northern Pacific or Great Northern theretofore represented by the certificate or certificates so surrendered shall have been converted. Until the holder of such an outstanding certificate or certificates shall have surrendered the same, no dividends payable to holders of record of the capital stock of the New Company as of any date more than twelve months after the Merger Date shall be paid to such holder with respect to the number of shares of capital stock of the New Company represented by such outstanding certificate or certificates but upon surrender of such outstanding certificate or certificates there shall be paid to the record holder of the certificate or certificates for capital stock of the New Company issued in exchange therefor the amount of dividends which have theretofore become payable, but which have not been paid by reason of the foregoing, with respect to the number of whole shares of capital stock of the New Company represented by the certificate or certificates issued in exchange.
- (d) Neither certificates for fractional shares of Preferred Stock of the New Company nor scrip certificates therefor will be issued to the holders of certificates of capital stock of Great Northern, but arrangements will be made with an exchange agent so that for ninety days after the Merger Date any such stockholder may, through the exchange agent, acting as agent for such holders, and upon surrender of his Great Northern stock certificate or certificates in exchange for the New Company's stock certificates, purchase any additional half share of Preferred Stock required to make up a whole share or sell any half share of Preferred Stock to which he is entitled. After the expiration of such period, the exchange agent will sell (for the account of the holders of Great Northern stock certificates entitled to such fractional share interest) the number of shares of Preferred Stock equivalent to the aggregate of the fractional share interests indicated by the then outstanding Great Northern stock certificates. The exchange agent will thereafter and until six years after the Merger Date pay to such holders upon exchange of their stock certificates their pro rata share of the proceeds of such sale. Any balance of such proceeds remaining after such six-year period will be returned to the New Company and thereafter such holders shall look only to the New Company for the payment of such proceeds.







Upon the Merger Date, all shares of capital stock of the New Company owned by Northern Pacific and Great Northern, all shares of capital stock of Pacific Coast, all treasury shares of the Constituent Corporations and all directors' qualifying shares of Northern Pacific shall be retired and canceled and no shares of capital stock or other securities of the New Company shall be issued in respect thereof.

#### ARTICLE IX.

##### Merger of Assets and Assumption of Liabilities.

Upon the Merger Date the New Company shall possess all the rights, privileges, powers and franchises (except any franchises to be a corporation of any state other than the State of Delaware) as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties, of the Constituent Corporations and all and singular, the rights, privileges, powers and franchises (except as aforesaid) of each of the Constituent Corporations, including without limitation its right to exercise the power of eminent domain to the extent permitted by law, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to any of the Constituent Corporations shall be vested in the New Company; and all property, rights, privileges, powers and franchises (except as aforesaid), and all and every other interest shall be thereafter as effectually the property of the New Company as they were formerly of any of the Constituent Corporations and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by this Agreement or by the merger provided for herein; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the New Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. The New Company shall and hereby does as of the Merger Date expressly assume (without limitation of the foregoing) all contracts, mortgages, deeds of trust and indentures made by Northern Pacific, Great Northern or Pacific Coast or their predecessors and the supplements and amendments thereto and all bonds and other obligations secured thereby. Nothing herein is intended to extend or enlarge the lien of any indenture, agreement or other instrument executed by Northern Pacific, Great Northern or Pacific Coast.

Nothing in this Article shall be deemed to limit the generality of the properties and rights vested in and liabilities assumed by the New Company pursuant to the provisions of laws applicable to the merger or to exclude any other effects, obligations, liabilities or duties provided by law as incident to or resulting from such merger and not specifically mentioned herein.







## ARTICLE X.

## Stock Option Plans and Pension Plans.

The New Company will take such action as may be appropriate so that after the Merger Date holders of option agreements entered into pursuant to the Northern Pacific Restricted Stock Option Plan shall be entitled to purchase one share of the New Company's Common Stock for each share of Northern Pacific stock subject to such option agreements, for the same price and upon the same terms and conditions stated in such option agreements. The New Company will take such action as may be appropriate so that after the Merger Date holders of warrants issued pursuant to the Great Northern Restricted Stock Option Plan shall be entitled to purchase one share of the New Company's Common Stock and one-half share of the New Company's Preferred Stock (or such other number of shares of such Common Stock or Preferred Stock or both or on such terms as shall be required to avoid "modification" of the options within the meaning of the Internal Revenue Code) for each share of Great Northern stock subject to such warrants, for the same aggregate price and upon the same terms and conditions (subject to appropriate provision with respect to fractional shares and except as such terms and conditions may be altered to avoid "modification" of the options as aforesaid) stated in such warrants. Following the Merger Date no options shall be granted under the Northern Pacific Restricted Stock Option Plan or the Great Northern Restricted Stock Option Plan.

Pension benefits payable in accordance with the provisions of the several pension plans of the Constituent Corporations to persons on or entitled to be on their pension rolls on the Merger Date and to widows of such persons shall thereafter be paid by the New Company to the extent such pension benefits are not paid out of any trust fund theretofore established for the purpose. A new pension plan containing uniform provisions for the payment of benefits upon retirement to all employees of the New Company eligible under the terms of existing plans, which will preserve so far as practicable without substantial impairment the provisions made in existing plans for retirement and pension of employees of the Constituent Corporations who are in active service on the Merger Date, will be adopted by the New Company. Such new plan will be appropriately integrated with existing funded pension plans for such employees, with or without funding of the new plan in whole or in part or continuation of funding under any such existing plan or plans.







## ARTICLE XI.

## Further Assurances.

If at any time the New Company shall deem or be advised that further assignments or assurances in law or any other acts or things are necessary or desirable to vest or to perfect or confirm of record or otherwise the title to or the right to use or operate any property, whether located in the United States or in Canada, of Northern Pacific, Great Northern or Pacific Coast acquired or to be acquired by reason of or as a result of the merger provided for in this Agreement, Northern Pacific and its proper officers, Great Northern and its proper officers and Pacific Coast and its proper officers will execute and deliver any and all such proper deeds, assignments and assurances in law, and do all such other acts and things.

## ARTICLE XII.

## Changes Required by Interstate Commerce Commission.

If any order of the Interstate Commerce Commission shall impose terms or conditions to its approval and authorization of the merger provided for in this Agreement, such terms and conditions, if accepted by resolution of the Boards of Directors of Northern Pacific and Great Northern, shall be deemed to be as binding as if included in this Agreement and no further vote or approval of stockholders of any of the Constituent Corporations shall be required; provided, however, that the Boards of Directors of Northern Pacific and Great Northern may not accept any term or condition which varies from the express provisions of this Agreement in any manner materially and adversely affecting the interests of the stockholders of Northern Pacific or Great Northern.

## ARTICLE XIII.

## Filing of Agreement of Merger.

A counterpart or copy of this Agreement shall be tendered for filing or recording in the office of the Secretary of State in the States of Wisconsin, Minnesota and Washington and in all such other offices in any of such States or elsewhere as the Chairman of the Board, the President or any Vice President of the New Company shall deem appropriate for the purpose of evidencing in the public records the merger of Northern Pacific, Great Northern and Pacific Coast into the New Company, or for any other purpose, but neither said merger nor any such filing or recording shall have the effect of making the New Company a domestic corporation of any State or Province other than the State of Delaware and no failure or refusal of any public officer of any State or Province other than the State of Delaware to file or record this Agreement shall affect the validity of the merger herein provided for.







## ARTICLE XIV.

## Counterparts.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the corporate parties hereto have caused these presents to be signed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed and attested by their respective Secretaries, and all or the majority of the Directors of each of said corporate parties have hereunto set their hands and seals, all as of the day and year aforesaid.

GREAT NORTHERN PACIFIC & BURLINGTON LINES, INC.

By HARLAN J. SACKETT,  
*Chairman of the Board.*

ROBERT W. BERNARD,  
*President.*

(CORPORATE SEAL)

Attest:

B. A. HENRY,  
*Secretary.*

GREAT NORTHERN PACIFIC & BURLINGTON LINES, INC.

CORPORATE SEAL

1961

DELAWARE

HARLAN J. SACKETT

B. A. HENRY

ROBERT W. BERNARD

Being all of the Directors of  
Great Northern Pacific & Burlington Lines, Inc.

NORTHERN PACIFIC RAILWAY COMPANY

By ROBERT S. MACFARLANE,  
*President.*

NORTHERN PACIFIC RAILWAY COMPANY

1896







(CORPORATE SEAL)

Attest:

A. M. GOTTSCHALD,

*Secretary.*

DANIEL F. BULL

ROBERT S. MACFARLANE

C. DEVENS

PHILIP L. RAY

H. P. DAVISON

DONALD C. DAYTON

CLARENCE FRANCIS

CARL H. BURGESS

HARRY W. ZINSMASER

E. B. STANTON

JOHN F. SMITH, JR.

NORTON SIMON

GEORGE S. MOORE

C. H. BELL

Being a majority of the Directors of  
Northern Pacific Railway Company

GREAT NORTHERN RAILWAY COMPANY

By J. M. BUDD,  
*President.*

GREAT NORTHERN RAILWAY COMPANY  
CORPORATE SEAL

(CORPORATE SEAL)

Attest:

R. M. O'KELLY

*Secretary.*

W. H. LANG

J. STEWART BAKER

J. HOWARD LAERI

THOMAS L. DANIELS

WALTER G. SEEGER

F. K. WEYERHAEUSER

GRANT KEEHN

WILLIAM L. MCKNIGHT

P. H. NASON

F. PEAVEY HEFFELFINGER

J. M. BUDD

J. E. ADAMS

Being a majority of the Directors of  
Great Northern Railway Company







PACIFIC COAST R. R. Co.

(CORPORATE SEAL)

By CLARK A. ECKART,  
*President.*

Attest:

R. PAUL TJSOSSEM  
*Secretary.*

CLARK A. ECKART

R. PAUL TJSOSSEM

C. M. RASMUSSEN

ARCHIE W. SHIELS

PACIFIC COAST R.R. Co., SEATTLE, WASH.  
INCORPORATED JUNE 15, 1932  
SEAL

Being a majority of the Directors of  
Pacific Coast R. R. Co.



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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-6.**

An Act respecting Muttart Mortgage Corporation.

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AS PASSED BY THE SENATE, 20th MAY, 1965.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-6.

An Act respecting Muttart Mortgage Corporation.

Preamble.  
1962, c. 45.

WHEREAS Muttart Mortgage Corporation, hereinafter called "the Company", has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Change of  
name.

1. The name of the Company is hereby changed to Cambrian Mortgage Corporation and the Company may use, in the transaction of its business, either the name Cambrian Mortgage Corporation or the name Société d'Hypothèques Cambrian, or both of such names, as and when it so elects. It may sue or be sued in either or both of such names, and any transaction, contract or obligation heretofore entered into or incurred by the Company in the name of Muttart Mortgage Corporation, and any transaction, contract or obligation hereafter entered into or incurred by the Company in either the name Cambrian Mortgage Corporation or the name Société d'Hypothèques Cambrian, or both of such names, shall be valid and binding on the Company.

Name in  
French.

Existing  
rights  
saved.

2. Nothing contained in section 1 of this Act shall in any way impair, alter or affect the rights or liabilities of the Company, except as therein expressly provided, nor in any way affect any suit or proceeding now pending or judgment existing, either by or in favour of or against the Company, which, notwithstanding the provisions of section 1 of this Act, may be prosecuted, continued, completed and enforced as if this Act had not been passed; and any suit or proceeding that might have been commenced or continued by or against the Company under its former name may be commenced or continued by or against it under either or both of its new names.



EXPLANATORY NOTE.

The purposes of this bill are to change the name of the Company from Muttart Mortgage Corporation to Cambrian Mortgage Corporation and to add a French version to the name of Cambrian Mortgage Corporation.







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-7.**

An Act respecting  
Interprovincial Pipe Line Company.

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**AS PASSED BY THE SENATE, 25th MAY, 1965.**

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



## THE SENATE OF CANADA

### BILL S-7.

An Act respecting Interprovincial Pipe Line Company.

Preamble.  
1949, c. 34;  
1952-53, c. 66.

**W**HEREAS Interprovincial Pipe Line Company, hereinafter called "the Company", has by its petition prayed that it be enacted as hereinafter set forth and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 5

Subdivision  
of capital  
stock.

**1.** Notwithstanding anything contained in section 3 of chapter 34 of the statutes of 1949 (1st session), as amended by chapter 66 of the statutes of 1952-53, each of the issued and unissued shares of the capital stock of the Company of the par value of five dollars is hereby subdivided into five shares of the par value of one dollar each, so that the capital stock of the Company shall be two hundred million dollars divided into two hundred million shares of the par value of one dollar each. 10 15

Rights of  
holders of  
present  
shares.

**2.** Every person holding a share or shares in the Company of the par value of five dollars each shall hereafter be deemed to be the holder of the same aggregate amount of stock divided into shares of one dollar each.



## EXPLANATORY NOTES.

The purpose of this bill is to divide each of the 40,000,000 authorized shares of the par value of \$5.00 each of the capital stock of the Company into five shares of the par value of \$1.00 each. This will not increase or alter the authorized capital of the Company of two hundred million dollars.

The reason for the proposed subdivision is that the Company considers it desirable that the average Canadian investor be encouraged and be given the maximum opportunity and incentive to invest in the equity of a successful and growing Canadian company.

On April 5, 1965, the market value of the Company's shares was \$91.00 to \$91.75. This relatively high market value discourages investment by the individual investor.

In Canada it is generally considered good and normal corporate practice to subdivide shares into smaller units when they reach market values in the range of \$70.00 to \$100.00 per share. The smaller units are more convenient not only for existing shareholders, but for those who wish to invest in the Company. The best range is considered to be \$15.00 to \$25.00 per share for sound industrial stocks.

Experience indicates that the subdivision now proposed will increase the number of Canadian shareholders of the Company and help spread its share ownership widely across Canada.

The Company's own experience provides an example. Recognizing that it is in the best interest of the Company and investors in its stock that employees have a sense of ownership in the Company and active participation in its growth and profits, the Company in 1950 established a voluntary Employees' Savings Plan to which the Company contributes. To date the Company's contribution has more than matched that of the employees. Under the terms of the Plan one of three choices open to the employees is to invest their Plan savings arising from their own savings and the Company's contributions in the stock of the Company at current market prices. It is felt that with a lower unit market price this choice will be more attractive to them.







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-8.**

An Act to amend the Central Mortgage and  
Housing Corporation Act.

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AS PASSED BY THE SENATE, 27th MAY, 1965.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



## THE SENATE OF CANADA

### BILL S-8.

An Act to amend the Central Mortgage and Housing Corporation Act.

R.S., c. 46.

HER Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

**1.** Paragraph (j) of section 2 of the *Central Mortgage and Housing Corporation Act* is repealed. 5

**2.** Subsection (1) of section 6 of the said Act is repealed and the following substituted therefor:

Board of Directors.

“**6.** (1) The Board of Directors shall consist of the President, a Vice-President who shall be designated by the Governor in Council and eight other members, 10 three of whom shall be selected from the public service of Canada and five of whom shall be selected from outside the public service of Canada.”

**3.** Section 7 of the said Act is repealed and the following substituted therefor: 15

Appointment of President and Vice-President.

“**7.** (1) The Board, with the approval of the Governor in Council, shall appoint and fix the salaries of the President and three Vice-Presidents.

Term of office.

(2) The President and Vice-Presidents hold office during good behaviour for a term of seven years 20 but are removable by the Governor in Council, on a resolution of the Board, for permanent incapacity or for other cause.

Re-appointment.

(3) The President and Vice-Presidents on the expiration of their term of office may, if eligible, 25 be re-appointed.”



## EXPLANATORY NOTES.

Central Mortgage and Housing Corporation was incorporated by an Act of Parliament that came into force on January 1, 1946. The Corporation was established for the purpose of administering the *National Housing Act*. Since that time amendments have been made to the *National Housing Act* that have placed substantial additional responsibilities on the Corporation. To meet these responsibilities more effectively the Corporation has recommended that provision be made in its incorporating Act for two additional Vice-Presidents. The purpose of this Bill is to make provision for these additional officers and to make certain amendments to the Act consequential thereon.

*Clause 1:* The paragraph being repealed at present reads as follows:

"2. In this Act,

(j) "Vice-President" means the Vice-President of the Corporation."

*Clause 2:* Subsection (1) of section 6 at present reads as follows:

"6. (1) The Board of Directors shall consist of a President and Vice-President appointed in accordance with this Act, and eight other members, three of whom shall be selected from the public service of Canada and five of whom shall be selected from outside the public service of Canada."

*Clause 3:* Section 7 at present reads as follows:

"7. (1) The Governor in Council shall make the first appointments to the offices of President and Vice-President and in the first instance fix their salaries and thereafter the Board with the approval of the Governor in Council shall appoint and fix the salaries of the President and Vice-President.

(2) The President and Vice-President hold office during good behaviour for a term of seven years but are removable by the Governor in Council, on a resolution of the Board, for permanent incapacity or for other cause.

(3) The President and the Vice-President on the expiration of their term of office may, if eligible, be re-appointed."



4. Section 10 of the said Act is repealed and the following substituted therefor:

Executive  
Committee.

"10. There shall be an Executive Committee of the Board consisting of the President, the Vice-President designated a member of the Board by the Governor in Council, and two other directors selected by the Board." 5

5. Subsections (2) and (3) of section 13 of the said Act are repealed and the following substituted therefor:

Absence or  
incapacity of  
President  
and Vice-  
President.

"(2) In the event of the absence or incapacity of the President, or if the office of President is vacant, 10  
(a) the Vice-President designated a member of the Board by the Governor in Council, or  
(b) in the event of the absence or incapacity of the Vice-President referred to in paragraph (a) or if that office is vacant, such director or 15  
officer of the company as shall be designated by the Board,  
has and may exercise and perform all the powers and functions of the President." 15

6. Subsection (1) of section 33 of the said Act 20 is repealed and the following substituted therefor:

Annual  
statement  
of account to  
Minister.

"33. (1) Within ten weeks after the end of each fiscal year, the Corporation shall transmit to the Minister a statement, in the form prescribed by its by-laws, of its accounts for the fiscal year, signed by 25  
the President and the Chief Accountant or Acting Chief Accountant and certified by the auditors of the Corporation, together with such report as the Board may deem desirable or as may be required by the 30  
Minister."



*Clause 4:* Section 10 at present reads as follows:

"10. There shall be an Executive Committee of the Board consisting of the President, the Vice-President and two other directors selected by the Board."

*Clause 5:* Subsections (2) and (3) of section 13 at present read as follows:

"(2) During incapacity or absence for any reason of the President, the Vice-President may exercise and perform all the powers and functions of the President.

(3) During incapacity or absence for any reason of both the President and Vice-President, the Board shall authorize a director or an officer of the Corporation to act as the President for the time being, but no person so authorized by the directors has authority to act as President for a period exceeding one month without the approval of the Governor in Council."

*Clause 6:* Subsection (1) of section 33 at present reads as follows:

"33. (1) Within ten weeks after the end of each fiscal year, the Corporation shall transmit to the Minister a statement, in the form prescribed by its by-laws, of its accounts for the fiscal year, signed by the President or the Vice-President and the Chief Accountant or Acting Chief Accountant and certified by the auditors of the Corporation, together with such report as the Board may deem desirable or as may be required by the Minister."







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-9.**

An Act to incorporate Principal Life Insurance  
Company of Canada.

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**AS PASSED BY THE SENATE, 27th MAY, 1965.**

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



## THE SENATE OF CANADA

### BILL S-9.

#### An Act to incorporate Principal Life Insurance Company of Canada.

Preamble.

**W**HEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 5

Incorporation

**1.** Donald Mercer Cormie, one of Her Majesty's Counsel, Ralph Perrin Forster, executive, Dennis Robert Stewart, executive, John William Kennedy, solicitor, Kenneth Marlin, executive, and Lynn Allen Patrick, solicitor, all of the city of Edmonton, in the province of Alberta, together with such other persons as may become shareholders of the company, are incorporated under the name of Principal Life Insurance Company of Canada, and, in French, La Principale du Canada, Compagnie d'Assurance-Vie, hereinafter called "the Company". 10 15

Corporate name.

Provisional directors.

**2.** The persons named in section 1 shall be the provisional directors of the Company.

Capital stock.

**3.** The capital stock of the Company shall be one million dollars divided into shares of one hundred dollars each, which capital stock may be increased to four million dollars divided into shares of one hundred dollars each. 20

Amount to be subscribed before general meeting.

**4.** The amount to be subscribed before the general meeting for the election of directors is called shall be five hundred thousand dollars. 25







Amount to be  
subscribed  
and paid  
before  
commence-  
ment of  
business.

**5.** The Company shall not commence any business of insurance until at least five hundred thousand dollars of its capital stock has been bona fide subscribed and at least that amount paid thereon, together with a contribution to surplus of five hundred thousand dollars.

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Head office.

**6.** The head office of the Company shall be in the city of Edmonton, in the province of Alberta.

Classes of  
insurance  
authorized.

**7.** The Company may make contracts of insurance in any one or more of the following classes of insurance:

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- (a) life insurance;
- (b) personal accident insurance; and
- (c) sickness insurance.

R.S., c. 31;  
1956, c. 28;  
1957-58, c. 11;  
1960-61, c. 13;  
1964-65, c. 40.

**8.** The *Canadian and British Insurance Companies Act* shall apply to the Company.

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THE SENATE OF CANADA

**BILL S-10.**

An Act respecting The Trustee Board of  
The Presbyterian Church in Canada.

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**AS PASSED BY THE SENATE, 23rd JUNE 1965.**

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THE SENATE OF CANADA

BILL S-10.

An Act respecting The Trustee Board of  
The Presbyterian Church in Canada.

Preamble.  
1939, c.64;  
1939, c.65;  
1962-63, c.23.

WHEREAS The Trustee Board of The Presbyterian Church in Canada, hereinafter called "the Board", and the Executive of the Administrative Council of The Presbyterian Church in Canada have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Membership  
of the  
Board.

1. Chapter 64 of the statutes of 1939 is amended 10  
by inserting, immediately after section 2 thereof, the following section:

"2A. (1) The Board shall at all times consist of not less than seven and not more than fifteen members, and, until otherwise determined by the General Assembly of the said church, the Board shall consist of eight members. 15

(2) The membership of the Board shall consist of

(a) the chairman from time to time of the Administrative Council of the said church; 20

(b) the treasurer from time to time of the said church, but only if and so long as the person holding that office is not a paid official of the said church, but if the person holding the position of treasurer of the said church becomes a paid official of the said church, or if the office of treasurer of the said church ceases to exist, then the person holding the position of chairman of the finance committee of the 25 30



### EXPLANATORY NOTES

The purposes of this Bill are to modernize and bring into line with modern practice the organization and administration of The Trustee Board of The Presbyterian Church in Canada.



- Administrative Council of the said church, by whatever name that position is described, but only if and so long as the person holding such position is not a paid official of the said church;
- (c) such other persons as the General Assembly of the said church shall appoint, so that the total number of members will conform to the number authorized by or pursuant to subsection (1).” 5

**2.** Section 15 of chapter 64 of the statutes of 10 1939, as amended by section 1 of chapter 23 of the statutes of 1962-63, is amended by adding thereto, immediately after paragraph (f) thereof, the following paragraphs:

Power to consolidate investments.

“(g) Power to combine and consolidate, and to establish a plan or plans combining and con- 15 solidating, all moneys and investments belonging to any trusts, institutions, organizations, schemes and funds of the said church held or administered by the Board, to receive the income therefrom and to apportion the net in- 20 come therefrom pro rata, according to their respective interests therein, among such trusts, institutions, organizations, schemes and funds: Provided that no such moneys or investments shall be so combined or consolidated if, by the 25 terms of the instrument or instruments under which they are held, they are specifically directed to be administered separately for the benefit of the said church or any of the trusts in connection with the said church, or any of 30 the institutions, organizations, schemes or funds of the said church; and

Proviso.

(h) Power to employ investment and other professional advisers and to pay out of the income of trust funds administered by the Board any 35 expense which may be incurred in the administration of the said trust funds.”

Enactment and repeal of by-laws, regulations, etc.

**3.** Section 21 of chapter 64 of the statutes of 1939 is repealed and the following substituted therefor:

“**21.** (1) Subject to the provisions of section 2A, 40 the General Assembly of The Presbyterian Church in Canada may, from time to time, make, amend and repeal by-laws, rules and regulations for the government and control of the Board, and the tenure of office 45 of the members thereof, and, until otherwise determined by the General Assembly of the said church, the







regulations for the government and control of the Board, as approved by the 90th (1964) General Assembly of the said church, shall remain in full force and effect.

Power of  
General  
Assembly to  
delegate  
powers.

(2) The General Assembly of the said 5  
church may, from time to time, delegate to the Admin-  
istrative Council of the said church or the Executive  
thereof all or any of its powers and jurisdiction over  
the Board, and may at any time revoke such dele-  
gation.” 10



THE SENATE OF CANADA

**BILL S-11.**

An Act to incorporate Evangelistic Tabernacle Incorporated.

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**AS PASSED BY THE SENATE, 23rd JUNE, 1965.**

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THE SENATE OF CANADA

BILL S-11.

An Act to incorporate Evangelistic Tabernacle Incorporated.

Preamble.

WHEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 5

Incorporation.

1. Raymond Lee Bradley, clergyman, Edwin Wiebe, optician, Olga Bradley, housewife, Harvey Schmidt, clergyman, and Henry Thiessen Bergen, machinist, all of the city of Winnipeg, in the province of Manitoba, together with such other persons and congregations as become members of the religious body hereby incorporated, are incorporated under the name of Evangelistic Tabernacle Incorporated, hereinafter called "the Corporation", for the purposes set out in this Act and, in particular, for the purpose of administering the property, business and other temporal affairs of the Corporation. 10 15

Corporate name.

Directors.

2. The persons named in section 1 of this Act shall be the first directors of the Corporation.

Head office.

3. (1) The head office of the Corporation shall be at the city of Winnipeg, in the province of Manitoba, or at such other place in Canada as may be decided upon by the Corporation. 20

(2) Notice in writing shall be given to the Secretary of State by the Corporation of any change of the head office, and such notice shall be published forthwith in the *Canada Gazette*. 25



- (1) The Corporation shall have the right to...
  - (a) to acquire, hold, and dispose of real and personal property...
  - (b) to acquire, hold, and dispose of real and personal property...
  - (c) to acquire, hold, and dispose of real and personal property...
  - (d) to acquire, hold, and dispose of real and personal property...
  - (e) to acquire, hold, and dispose of real and personal property...
  - (f) to acquire, hold, and dispose of real and personal property...
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  - (h) to acquire, hold, and dispose of real and personal property...
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  - (j) to acquire, hold, and dispose of real and personal property...
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  - (m) to acquire, hold, and dispose of real and personal property...
  - (n) to acquire, hold, and dispose of real and personal property...
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  - (q) to acquire, hold, and dispose of real and personal property...
  - (r) to acquire, hold, and dispose of real and personal property...
  - (s) to acquire, hold, and dispose of real and personal property...
  - (t) to acquire, hold, and dispose of real and personal property...
  - (u) to acquire, hold, and dispose of real and personal property...
  - (v) to acquire, hold, and dispose of real and personal property...
  - (w) to acquire, hold, and dispose of real and personal property...
  - (x) to acquire, hold, and dispose of real and personal property...
  - (y) to acquire, hold, and dispose of real and personal property...
  - (z) to acquire, hold, and dispose of real and personal property...

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Objects.

- 4.** The objects of the Corporation shall be
- (a) to promote, maintain, superintend and carry on in accordance with the Christian faith, doctrine, constitution, acts, by-laws and rulings of the Corporation any or all of the work of that body; 5
  - (b) to advance and increase the diffusion of the Christian faith of the Corporation in all lawful ways;
  - (c) to promote, organize, establish, maintain, carry on, conduct and assist the Corporation in all its branches and activities, including missions, seminaries, schools, colleges, hospitals, dispensaries, parsonages, orphanages and homes for the aged, and any other institutions for religious, educational, congregational, social or recreational purposes. 10
  - (d) to promote the erection and purchase of houses of worship and parsonages;
  - (e) to administer the property, business and other temporal affairs of the Corporation and its congregation; 20
  - (f) to establish, support and maintain a publishing house for the purpose of printing and disseminating Gospel literature for the support of the doctrine and faith of the Corporation; and 25
  - (g) to promote generally the spiritual welfare of all the members, congregations and mission fields of the Corporation as a religious denomination. 30

Power to make by-laws.

- 5.** The Corporation may from time to time make by-laws, not contrary to law, for
- (a) the administration, management and control of the property, business and other temporal affairs of the Corporation; 35
  - (b) the appointment, functions, duties and remuneration of all officers, agents and servants of the Corporation;
  - (c) the appointment or deposition of an executive committee or any special committees or boards from time to time created for the purposes of the Corporation, and defining the powers of such committees or boards; 40
  - (d) the calling of regular or special meetings of the Corporation or of the executive and other committees or boards thereof; 45







- (e) fixing the quorum and the procedure to be followed at all meetings referred to in the preceding paragraph;
- (f) determining the qualifications of members of the Corporation; 5
- (g) determining the qualifications of candidates to be ordained into the Ministry of the Corporation, and the rites and ceremonies required to be performed at such ordination;
- (h) defining and applying the principles, doctrine, 10 faith and religious standards of the Corporation; and
- (i) generally carrying out the objects and purposes of the Corporation.

## Management.

**6.** Subject to and in accordance with the by-laws 15 enacted by the Corporation under section 5 of this Act, an executive committee consisting of such persons as the Corporation may from time to time elect or appoint thereto shall manage all the temporal affairs of the Corporation.

## Incidental powers.

**7.** The Corporation may do all such lawful acts 20 and things as are incidental or as may be conducive to the attainment of its objects.

## Committees.

**8.** The Corporation may exercise all its powers by and through the executive committee or through such boards or committees as may from time to time be elected 25 or appointed by the Corporation for the management of its affairs.

## Power to acquire and hold property.

**9.** (1) The Corporation may purchase, take, have, hold, receive, possess, retain and enjoy property, real or personal, corporeal or incorporeal, and any or every 30 estate or interest whatsoever, given, granted, devised or bequeathed to it or appropriated, purchased or acquired by it in any manner or way whatsoever, to, for or in favour of any religious, educational, eleemosynary or other institution established or intended to be established or 35 assisted by, under the management of, or in connection with the uses or purposes of the Corporation.

(2) The Corporation may also hold such real property or estate therein as is bona fide mortgaged to it by way of security, or conveyed to it in satisfaction of debts 40 or judgments recovered.



1. The Corporation may make a gift of or lend 40  
any of its property, whether real or personal, for the use of  
any other religious, charitable, educational, fraternal,  
social or recreational institution having the same or  
similar objects and powers as the Corporation upon such  
terms and conditions as it may deem expedient, including  
the payment of the expense of maintenance of any building  
or buildings of such institution.

2. The Corporation may make a gift of or lend 40  
any of its property, whether real or personal, for the use of  
any other religious, charitable, educational, fraternal,  
social or recreational institution having the same or  
similar objects and powers as the Corporation upon such  
terms and conditions as it may deem expedient, including  
the payment of the expense of maintenance of any building  
or buildings of such institution.

3. The Corporation may make a gift of or lend 40  
any of its property, whether real or personal, for the use of  
any other religious, charitable, educational, fraternal,  
social or recreational institution having the same or  
similar objects and powers as the Corporation upon such  
terms and conditions as it may deem expedient, including  
the payment of the expense of maintenance of any building  
or buildings of such institution.

4. The Corporation may make a gift of or lend 40  
any of its property, whether real or personal, for the use of  
any other religious, charitable, educational, fraternal,  
social or recreational institution having the same or  
similar objects and powers as the Corporation upon such  
terms and conditions as it may deem expedient, including  
the payment of the expense of maintenance of any building  
or buildings of such institution.

5. The Corporation may make a gift of or lend 40  
any of its property, whether real or personal, for the use of  
any other religious, charitable, educational, fraternal,  
social or recreational institution having the same or  
similar objects and powers as the Corporation upon such  
terms and conditions as it may deem expedient, including  
the payment of the expense of maintenance of any building  
or buildings of such institution.



Investment  
in and  
disposal of  
property.

**10.** Subject always to the terms of any trust relating thereto, the Corporation may also sell, convey, exchange, alienate, mortgage, lease or demise any real property held by the Corporation, whether by way of investment for the uses and purposes of the Corporation 5 or not; and may also, from time to time, invest all or any of its funds or moneys, and all or any funds or moneys vested in or acquired by it for the uses and purposes afore- said, in and upon any security by way of mortgage, hypothec or charge upon real property; and for the purposes of such 10 investment may take, receive and accept mortgages or assignments thereof, whether made and executed directly to the Corporation or to any corporation, body, company or person in trust for it; and may sell, grant, assign and transfer such mortgages or assignments either in whole or in 15 part.

Application  
of mortmain  
laws.

**11.** In regard to any real property which, by reason of its situation or otherwise, is subject to the legis- lative authority of the Parliament of Canada, a licence in mortmain shall not be necessary for the exercise of the 20 powers granted by this Act; but otherwise the exercise of the said powers shall in any province of Canada be subject to the laws of such province as to the acquisition and holding of lands by religious corporations, in so far as such laws 25 apply to the Corporation.

Transfer of  
property  
held in  
trust.

**12.** In so far as authorization by the Parliament of Canada is necessary, any person or corporation in whose name any property, real or personal, is held, in trust or otherwise, for the uses and purposes of the Corporation, or any such person or corporation to whom any such 30 property devolves, may, subject always to the terms and conditions of any trust relating to such property, transfer such property, or any part thereof, to the Corporation.

Execution  
of docu-  
ments.

**13.** Any deed or other instrument relating to real property or to any interest therein shall, if executed within 35 the jurisdiction of the Parliament of Canada, be deemed to be duly executed if there is affixed thereto the seal of the Corporation and there is thereon the signature of any officer of the Corporation duly authorized for such purpose.

Disposition  
of property  
by gift or  
loan.

**14.** The Corporation may make a gift of or lend 40 any of its property, whether real or personal, for or to assist any other religious, charitable, educational, congregational, social or recreational institutions, having the same or similar objects and powers as the Corporation, upon such terms and conditions as it may deem expedient, including 45 assistance in the erection or maintenance of any building or buildings of such institution.







Borrowing  
powers.

- 15.** (1) The Corporation may, from time to time, for the purposes of the Corporation
- (a) borrow money upon the credit of the Corporation;
  - (b) limit or increase the amount to be borrowed; 5
  - (c) make, draw, accept, endorse or become party to promissory notes and bills of exchange, and every such note or bill made, drawn, accepted or endorsed by the party thereto, authorized by the by-laws of the Corporation, 10 and countersigned by the proper party thereto, authorized by the by-laws of the Corporation, shall be binding upon the Corporation and shall be presumed to have been made, drawn, accepted or endorsed with proper authority 15 until the contrary is shown, and it shall not be necessary in any case to have the seal of the Corporation affixed to any such note or bill;
  - (d) mortgage, hypothecate or pledge any property of the Corporation, real or personal, to secure 20 the repayment of any money borrowed for the purposes of the Corporation, or which it is obligated to pay or the payment of which is guaranteed by it;
  - (e) issue bonds, debentures or other securities of the 25 Corporation;
  - (f) pledge or sell such bonds, debentures or other securities for such sums and at such prices as may be deemed expedient;
  - (g) acquire by gift or purchase, have, hold, receive, 30 possess, retain, and enjoy lands, tenements, hereditaments, rents, annuities, and other property, movable and immovable, real and personal, corporeal and incorporeal, and any land and every estate and interest whatsoever 35 given, granted, devised or bequeathed to it or appropriated, purchased or acquired by it in any manner or way whatsoever, to, for or in favour of the Corporation; and
  - (h) do any and all other things as are incidental or 40 conducive to the attainment of the objects for which the Corporation is established.

Limitation.

(2) Nothing in the preceding subsection shall be construed to authorize the Corporation to issue any promissory note intended to be circulated as money or as 45 the note of a bank or to engage in the business of banking or insurance.



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Powers of  
guarantee.

**16.** The Corporation may guarantee, with or without security, upon such terms as it may determine, any debts of, the performance of any obligations of and the repayment of any advances made to or for the purposes of any corporation, organization, association or society associated or affiliated with the Corporation. 5

Investment  
of funds.

**17.** The Corporation may invest and re-invest its funds

- (a) in any bonds or debentures of any municipality or public school corporation or district in Canada, or in securities of or guaranteed by the Government of Canada, or of any province thereof; 10
- (b) in first mortgages or freehold property in Canada, and for such purposes may take mortgages or assignments thereof, whether such mortgages or assignments be made directly to the Corporation in its own corporate name, or to some company or person in trust for it, and may sell or assign the same; and 15 20
- (c) in any securities in which life insurance companies are authorized from time to time by the Parliament of Canada to invest funds, subject to the limitations on investments in stocks, bonds and debentures set out in the *Canadian and British Insurance Companies Act.* 25

R.S., c. 31;  
1956, c. 28;  
1957-58, c. 11;  
1960-61, c. 13;  
1964-65, c. 40.

Territorial  
powers.

**18.** The Corporation may exercise the rights and powers conferred upon it by this Act throughout Canada.



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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-12.**

An Act respecting The Canadian Institute of  
Mining and Metallurgy.

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**AS PASSED BY THE SENATE, 23rd JUNE, 1965.**

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-12.

An Act respecting The Canadian Institute of Mining and Metallurgy.

Preamble.  
1898, c. 96;  
1920, c. 101.

WHEREAS The Canadian Institute of Mining and Metallurgy has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 5

Repeal.

1. Section 5 of chapter 96 of the statutes of 1898 is repealed and the following substituted therefor:

Location  
of head  
office.

“5. (1) The head office of the Institute shall be in the city of Montreal, in the province of Quebec, or 10 at such other place within Canada as the Institute may, by by-law, determine from time to time.

(2) Notice in writing shall be given to the Secretary of State by the Institute of any change of the head office and such notice shall be published 15 forthwith in the *Canada Gazette*.”



### EXPLANATORY NOTES.

The purpose of this Bill is to amend section 5 of chapter 96 of the statutes of 1898, which reads as follows:

*"5. The head office of the Institute shall be in the city of Montreal, or in such other place as may, from time to time, be determined by a vote of two-thirds of the members of the Institute."*

It has proved to be a practical impossibility to obtain the votes of two-thirds of all the members of the Institute at any one casting. This Bill would provide for a change in the location of the head office by by-law. The by-laws of the Institute are now required to be passed by two-thirds of the votes actually cast.







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-13.**

An Act to incorporate Bank of British Columbia.

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Read a first time, Tuesday, 25th May, 1965.

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Honourable Senator FARRIS.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



## THE SENATE OF CANADA

### BILL S-13.

An Act to incorporate Bank of British Columbia.

Preamble.

**W**HEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 5

Incorporation.

**1.** Harold Barrington Elworthy, executive, William Clark Mearns, executive, and John Alfred Griffith Wallace, executive, all of the city of Victoria, in the province of British Columbia, and Frederick Hawthorne Dietrich, 10 executive, and Einar Maynard Gunderson, executive, both of the city of Vancouver, in the province of British Columbia, together with such persons as become shareholders in the corporation by this Act created, are incorporated under the name Bank of British Columbia, hereinafter called "the 15 Bank".

Corporate name.

**2.** The persons named in section 1 shall be the provisional directors of the Bank.

Capital stock.

**3.** The capital stock of the Bank shall be one hundred million dollars. 20

Head office.

**4.** The head office of the Bank shall be at the city of Vancouver, in the province of British Columbia.

Qualifications of directors.

**5.** (1) All directors of the Bank shall be subjects of Her Majesty ordinarily resident in Canada. 25  
(2) No issue and allotment of shares and no transfer of shares to a non-resident or to a person acting as nominee, agent, trustee or otherwise on behalf of a non-resident is valid and no shares so issued and allotted or transferred shall be registered.



1. The purpose of this document is to provide information regarding the procedures for the registration of a company in the State of New York. This document is intended to be read and understood by the registrant in writing.

2. The registrant must be a natural person who is at least 18 years of age and who is a resident of the State of New York. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration.

3. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration.

4. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration.

5. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration.

6. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration.

7. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration. The registrant must be a resident of the State of New York for at least 90 days immediately preceding the date of registration.



(3) The directors or any person thereunto authorized by the directors shall refuse to issue and allot shares or to transfer shares unless the subscription therefor or the transfer is accompanied by a statement in writing signed by the subscriber or transferee stating

- (a) that he is a resident of Canada, and
- (b) whether any arrangement exists under which, in respect of any shares to be registered in his name, he will be acting as nominee, agent, trustee or otherwise on behalf of a non-resident; and the directors or such person may require that any such statement be made by affidavit or statutory declaration.

(4) The directors or any person thereunto authorized by the directors shall refuse to issue and allot shares or to transfer shares unless they are or such person is satisfied that such issue and allotment or registration of such transfer is not prohibited under the provisions of subsection (2) of this section.

(5) To assist them in carrying out the provisions of this section, the directors may at any time request any registered shareholder to provide a sworn statement or other evidence to show whether he is or is not a resident of Canada or whether he is or is not acting as nominee, agent, trustee or otherwise on behalf of any non-resident.

(6) In carrying out the provisions of this section the directors or any person thereunto authorized by the directors may in good faith act upon any information which they believe or such person believes to be reliable.

Definitions.

- (7) In this section,
  - (a) the expression "non-resident" includes any natural person not ordinarily resident in Canada, any firm, association or other aggregation of persons any of whom is not ordinarily resident in Canada, and any corporation other than a corporation which (i) is incorporated under the laws of Canada or of any province or territory thereof, (ii) has its principal place of business in Canada and (iii) is not by means whatsoever under the control of non-residents of Canada, and
  - (b) the expression "acting as nominee, agent, trustee or otherwise on behalf of a non-resident" includes acting as nominee, agent, trustee or otherwise on behalf of any person who is acting as nominee, agent, trustee or otherwise on behalf of a non-resident.







When section  
in force.  
1953-54, c. 48.  
1964-65, c. 10.

(8) This section shall have effect notwithstanding anything in the *Bank Act*, unless and until otherwise provided by Parliament.

Amendment  
to Schedule  
A of the  
*Bank Act*.

6. Schedule A of the *Bank Act* is amended by adding thereto the following:

5

Name of Bank	Additional name under which Bank is authorized to carry on business	Authorized capital stock	Head Office of the Bank	10
Bank of British Columbia	Banque de la Colombie Britannique	\$100,000,000	Vancouver	

Powers and liabilities.

7. Except as provided in the *Bank Act* and in 15 this Act, the Bank shall have all the powers, privileges and immunities and be subject to all the liabilities and provisions set forth in the *Bank Act*.



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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-14.**

An Act respecting The Pacific Coast Fire Insurance  
Company.

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AS PASSED BY THE SENATE, 23rd JUNE, 1965.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-14.

An Act respecting The Pacific Coast Fire Insurance Company.

Preamble.  
1908, c. 143;  
1920, c. 92;  
1926, c. 21.

WHEREAS The Pacific Coast Fire Insurance Company, hereinafter called "the new Company", has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 5

Change  
of name.

Name in  
French.

1. The name of the new Company is hereby changed to The Century Insurance Company of Canada and the new Company may use, in the transaction of its business, 10 either the name The Century Insurance Company of Canada or the name La Compagnie d'Assurance Century du Canada, or both of such names, as and when it so elects. It may sue or be sued in either or both of such names, and any transaction, contract or obligation heretofore entered into or 15 incurred by the new Company in the name The Pacific Coast Fire Insurance Company, and any transaction, contract or obligation hereafter entered into or incurred by the new Company in either the name The Century Insurance Company of Canada or the name La Compagnie d'Assurance 20 Century du Canada, or both of such names, shall be valid and binding on the new Company.

Existing  
rights saved.

2. Nothing contained in section 1 of this Act shall in any way impair, alter or affect the rights or liabilities of the new Company, except as therein expressly provided, nor 25 in any way affect any suit or proceeding now pending or judgment existing, either by or in favour of or against the new Company, which, notwithstanding the provisions of section 1 of this Act, may be prosecuted, continued, completed and enforced as if this Act had not been passed; and 30



#### EXPLANATORY NOTES.

Clauses 1 and 2 change the name of "the new Company" (so referred to in its Act of Incorporation) to The Century Insurance Company of Canada and, in French, La Compagnie d'Assurance Century du Canada.



any suit or proceeding that might have been commenced or continued by or against the new Company under its former name may be commenced or continued by or against it under either or both of its new names.

**3.** Section 2 of chapter 143 of the statutes of 1908, 5  
as amended by section 1 of chapter 92 of the statutes of 1920,  
is repealed and the following substituted therefor:

Capital  
increased.

“**3.** The capital stock of the new Company shall  
be two million dollars divided into shares of five dollars  
each.” 10

Coming into  
force.

**4.** This Act shall come into force on the thirtieth  
day following the day on which this Act is assented to.



Clause 3 provides for an increase in the capitalization of the new Company. The capital stock of the new Company was originally one million dollars divided into shares of \$100.00 each. By amendment of chapter 92 of the statutes of 1920, the new Company was authorized to subdivide its shares into shares of \$5.00 each and the Company did in fact so subdivide its capital stock. The effect of clause 3 is therefore to increase the capital stock to two million dollars divided into shares of \$5.00 each.

The purpose of clause 4 is to provide for a delay to permit the necessary administrative changes before the Act comes into force.



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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-15.**

An Act to Revise and Consolidate the Interpretation Act and Amendments thereto, and to Effect Certain Consequential Amendments to the Canada Evidence Act and the Bills of Exchange Act.

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First reading, Thursday, 3rd June, 1965.

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Honourable Senator CONNOLLY, P.C.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965







## EXPLANATORY NOTES.

The purposes of an *Interpretation Act* are to establish uniform definitions and modes of expression, to eliminate repetition in the statutes and to facilitate the drafting and construction of statutes.

Although the *Interpretation Act* has been amended from time to time and consolidated by successive Statute Revision Commissions, there has not been, since Confederation, a general revision by Parliament.

In the present revision some new provisions have been added and others have been improved. There is a general re-arrangement, and the language has been revised throughout in accordance with modern drafting standards.

In the notes below, the references to sections are to sections of the present *Interpretation Act*. In many cases there has been some change in wording and minor alteration in scope. Substantial changes, and new provisions, are specially mentioned.

*Clause 2.* (1) The definitions of "Act", "enactment" and "regulation" are new. Their purpose is to apply the whole of the Act to all orders in council and to the various instruments made under the authority of statutes.



“Repeal.”  
Expired  
enactment  
deemed  
repealed.

(f) “repeal” includes revoke or cancel.  
(2) For the purposes of this Act, an enactment that has expired or lapsed or otherwise ceased to have effect shall be deemed to have been repealed.

#### APPLICATION.

- 3.** (1) Every provision of this Act extends and applies, unless a contrary intention appears, to every enactment, whether enacted before or after the commencement of this Act. 5
- Application to this Act. (2) The provisions of this Act apply to the interpretation of this Act. 10
- Rules of construction not excluded. (3) Nothing in this Act excludes the application to an enactment of a rule of construction applicable thereto and not inconsistent with this Act.

#### ENACTING CLAUSE OF ACTS.

- 4.** (1) The enacting clause of an Act may be in the following form:—“Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:”. 15
- Enacting clause.
- Order of clauses. (2) The enacting clause of an Act shall follow the preamble, if any, and the various provisions within the purview or body of the Act shall follow in a concise and enunciative form. 20

#### OPERATION.

##### *Royal Assent.*

- 5.** (1) The Clerk of the Parliaments shall endorse on every Act, immediately after the title thereof, the day, month and year when the Act was assented to in Her Majesty’s name; such endorsement shall be taken to be a part of the Act, and the date of such assent shall be the date of the commencement of the Act, if no other date of commencement is therein provided. 25
- Royal assent and date of commencement.
- (2) Where an Act contains a provision that the Act or any portion thereof is to come into force on a day later than the date of assent to the Act, such provision shall be deemed to have come into force on the date of assent to the Act. 30
- Commencement of coming into force provision.
- (3) Where an Act provides that certain provisions thereof are to come or shall be deemed to have come into force on a day other than the date of assent to the Act, the remaining provisions of the Act shall be deemed to have come into force on the date of assent to the Act. 35
- Commencement when no date fixed.



(2) Section 19(3).

*Clause 3.* (1) Section 2(1). The phrase "unless a contrary intention appears" occurs throughout the present Act; the proposed new provision will apply the context rule to all the provisions of the Act, thus making repetition of this phrase unnecessary.

(2) Section 4.

(3) Section 3.

*Clause 4.* Sections 5 and 6.

*Clause 5.* (1) Section 7.

(2) New. It is frequently provided in an Act of Parliament that the Act is to come into force on a day to be fixed by proclamation. Hitherto there has been no express statement that such a provision is itself in force although it has always been regarded as immediately operative.

(3) New. From time to time it is provided in an Act of Parliament that certain sections are to come into force on a day to be fixed by proclamation and no date is prescribed for the coming into force of the remaining sections. This clause expresses the understood rule that in such cases the provisions for which no date of commencement is prescribed shall be deemed to come into force on the date of assent to the Act.



*Day Fixed for Commencement or Repeal.*

Operation  
when date  
fixed for com-  
mencement  
or repeal.

**6.** (1) Where an enactment is expressed to come into force on a particular day, it shall be construed as coming into force upon the expiration of the previous day; and where an enactment is expressed to expire, lapse or otherwise cease to have effect on a particular day, it shall be construed as ceasing to have effect upon the commencement of the following day. 5

When no  
date fixed.

(2) Every enactment that is not expressed to come into force on a particular day shall be construed as coming into force upon the expiration of the day immediately before the day the enactment was enacted. 10

*Regulation Prior to Commencement.*

Preliminary  
proceedings.

**7.** Where an enactment is not in force and it contains provisions conferring power to make regulations or do any other thing, that power may, for the purpose of making the enactment effective upon its commencement, be exercised at any time before its commencement, but a regulation so made or a thing so done has no effect until the commencement of the enactment except in so far as may be necessary to make the enactment effective upon its commencement. 15  
20

*Territorial Operation.*

Enactments  
apply to  
all Canada.

**8.** (1) Every enactment applies to the whole of Canada, unless it is otherwise expressed therein.

Amending  
enactment.

(2) Where an enactment that does not apply to the whole of Canada is amended, no provision in the amending enactment applies to any part of Canada to which the amended enactment does not apply, unless it is therein provided that the amending enactment applies to such part of Canada or to the whole of Canada. 25

## RULES OF CONSTRUCTION.

*Private Acts.*

Provisions in  
private Acts.

**9.** No provision in a private Act affects the rights of any person, except only as therein mentioned or referred to. 30

*Law Always Speaking.*

Law always  
speaking.

**10.** The law shall be considered as always speaking, and whenever a matter or thing is expressed in the present tense, it shall be applied to the circumstances as they arise, so that effect may be given to the enactment and every part thereof according to its true spirit, intent and meaning. 35



*Clause 6.* (1) Section 11, re-worded.

(2) New. Subclause (1) provides for the time of commencement of an enactment that is expressed to come into force on a particular day. This subclause provides for the time of commencement when no date is expressly stated.

*Clause 7.* Section 12, re-worded.

*Clause 8.* Section 9.

*Clause 9.* Section 17.

*Clause 10.* Section 10.



*Enactments Remedial.*

Enactments  
deemed  
remedial.

**11.** Every enactment shall be deemed remedial, and shall be given such fair, large and liberal construction and interpretation as best ensures the attainment of its objects.

*Preambles and Marginal Notes.*

Preamble  
part of  
enactment.

**12.** The preamble of an enactment shall be read as a part thereof intended to assist in explaining its purport and object. 5

Marginal  
notes.

**13.** Marginal notes and references to former enactments in an enactment after the end of a section or other division thereof form no part of the enactment, but shall be deemed to have been inserted for convenience of reference only. 10

*Application of Definitions.*

Application  
of inter-  
pretation  
provisions.

**14.** (1) Definitions or rules of interpretation contained in an enactment apply to the construction of the provisions of the enactment that contain those definitions or rules of interpretation, as well as to the other provisions of the enactment. 15

Interpretation  
sections  
subject to  
exceptions.

(2) Where an enactment contains an interpretation section or provision, it shall be read and construed  
(a) as being applicable only if the contrary intention does not appear, and 20  
(b) as being applicable to all other enactments relating to the same subject matter unless the contrary intention appears.

Words in  
regulations  
have same  
meaning as in  
enactment.

**15.** Where an enactment confers power to make regulations, expressions used in the regulations have the same respective meanings as in the enactment conferring the power. 25

*Her Majesty.*

Her Majesty  
not bound  
or affected  
unless stated.

**16.** No enactment is binding on Her Majesty or affects Her Majesty or Her Majesty's rights or prerogatives in any manner, except only as therein mentioned or referred to. 30

*Proclamations.*

Proclamation  
means  
proclamation  
of Governor  
in Council.

**17.** (1) Where an enactment authorizes the issue of a proclamation, the proclamation shall be understood to be a proclamation of the Governor in Council.

Proclamation  
of Governor  
General to  
be issued  
on advice.

(2) Where the Governor General is authorized to issue a proclamation, the proclamation shall be understood to be a proclamation issued under an order of the Governor in Council, but it is not necessary to mention in the proclamation that it is issued under such order. 35



*Clause 11.* Section 15, simplified.

*Clause 12.* Section 14(1).

*Clause 13.* Section 14(2).

*Clause 14.* (1) Section 34.

(2) Section 2(3) re-worded.

*Clause 15.* Section 38.

*Clause 16.* Section 16, re-worded.

*Clause 17.* (1) New. This provision will make it unnecessary to state that a proclamation is a proclamation of the Governor in Council.

(2) Section 23.



Date of  
proclamation.

(3) Where the Governor in Council has authorized the issue of a proclamation, the proclamation may purport to have been issued on the day its issue was so authorized, and the day on which it so purports to have been issued shall be deemed to be the day on which the proclamation takes effect. 5

Judicial  
notice of pro-  
clamation.

(4) Where an enactment is expressed to come into force on a day to be fixed by proclamation, judicial notice shall be taken of the issue of the proclamation and the day fixed thereby without being specially pleaded. 10

### *Oaths.*

Administra-  
tion of oaths.

**18.** (1) Where by an enactment or by a rule of the Senate or House of Commons, evidence under oath is authorized or required to be taken, or an oath is authorized or directed to be made, taken or administered, the oath may be administered, and a certificate of its having been made, taken or administered may be given by any one authorized by the enactment or rule to take the evidence, or by a judge of any court, a notary public, a justice of the peace, or a commissioner for taking affidavits, having authority or jurisdiction within the place where the oath is administered. 15 20

Where justice  
of peace is  
empowered.

(2) Where power is conferred upon a justice of the peace to administer an oath or affirmation, or to take an affidavit or declaration, the power may be exercised by a notary public or a commissioner for taking oaths.

### *Reports to Parliament.*

Reports to  
Parliament.

**19.** Where an Act requires a report or other document to be laid before Parliament and, in compliance with the Act, a particular report or document has been laid before Parliament at a session thereof, nothing in the Act shall be construed as requiring the same report or document to be laid before Parliament at any subsequent session thereof. 25 30

### *Corporations.*

Powers  
vested in  
corporations.

**20.** (1) Words establishing a corporation shall be construed

(a) to vest in the corporation power to sue and be sued, to contract and be contracted with by its corporate name, to have a common seal and to alter or change it at pleasure, to have perpetual succession, to acquire and hold personal property or movables for the purposes for which the corporation is established and to alienate the same at pleasure; 35 40

(b) in the case of a corporation having a name consisting of an English and a French form or a combined English and French form, to vest



(3) New. The practice is to date proclamations the day they are authorized, but it is not always possible to have the proclamation engrossed, signed and sealed on the same day.

(4) New. Under this amendment it will not be necessary to set out the commencement date in pleadings.

*Clause 18.* (1) Section 25.

(2) Section 31(2).

*Clause 19.* Section 31A (R.S.C. 1952, c. 327).

*Clause 20.* (1) Section 30(1), altered to include all cases where a corporation is established, and not only those where "a number of persons" are established as a corporation. Paragraph (b) is new.



in the corporation power to use either the English or the French form of its name or both forms and to show on its seal both the English and French forms of its name or have two seals, one showing the English and the other showing the French form of its name; 5

- (c) to vest in a majority of the members of the corporation the power to bind the others by their acts; and
- (d) to exempt from personal liability for its debts, obligations or acts such individual members of the corporation as do not contravene the provisions of the enactment establishing the corporation. 10

Corporate name.

(2) Where an enactment establishes a corporation and in each of the English and French versions of the enactment the name of the corporation is in the form only of the language of that version, the name of the corporation shall consist of the form of its name in each of the versions of the enactment. 15 20

Banking business.

(3) No corporation shall be deemed to be authorized to carry on the business of banking unless such power is expressly conferred upon it by the enactment establishing the corporation.

#### *Majority and Quorum.*

Majorities.

**21.** (1) Where an act or thing is required or authorized to be done by more than two persons, a majority of them may do it. 25

Quorum of board, court, commission, etc.

(2) Where an enactment establishes a board, court, commission or other body consisting of three or more members (in this section called an "association"), 30

- (a) at a meeting of the association, a number of members of the association equal to
- (i) at least one-half of the number of members provided for by the enactment, if that number is a fixed number, and 35
- (ii) if the number of members provided for by the enactment is not a fixed number but is within a range having a maximum or minimum, at least one-half of the number of members in office if that number is 40 within the range,
- constitutes a quorum;

- (b) an act or thing done by a majority of the members of the association present at a meeting, if the members present constitute a quorum, shall 45 be deemed to have been done by the association; and



(2) New.

(3) Section 30(2).

*Clause 21.* (1) Section 31(1)(c).

(2) New. This provision is intended to supplement subclause (1), and to state more precisely the quorum rules applicable to meetings.



- (c) a vacancy in the membership of the association does not invalidate the constitution of the association or impair the right of the members in office to act, if the number of members in office is not less than a quorum. 5

*Appointment, Retirement and Powers of Officers.*

Public officers hold office during pleasure.

**22.** (1) Every public officer appointed before or after the commencement of this Act, by or under the authority of an enactment or otherwise, shall be deemed to have been appointed to hold office during pleasure only, unless it is otherwise expressed in the enactment or in his commission or appointment. 10

Effective day of appointments.

(2) Where an appointment is made by instrument under the Great Seal, the instrument may purport to have been issued on or after the day its issue was authorized, and the day on which it so purports to have been issued shall be deemed to be the day on which the appointment takes effect. 15

Appointment or engagement otherwise than by instrument under Great Seal.

(3) Where in any enactment there is authority to appoint a person to a position or to engage the services of a person, otherwise than by instrument under the Great Seal, the instrument of appointment or engagement may be expressed to be effective on or after the day on which such person commenced the performance of the duties of the position or commenced the performance of the services, and the day on which it is so expressed to be effective, unless that day is more than thirty days before the day on which the instrument is issued, shall be deemed to be the day on which the appointment or engagement takes effect. 20 25

Remuneration.

(4) Where a person is appointed to an office, the appointing authority may fix, vary or terminate his remuneration. 30

Commencement of appointments or retirements.

(5) Where a person is appointed to an office effective on a specified day, or where the appointment of a person is terminated effective on a specified day, the appointment or termination, as the case may be, shall be deemed to have been effected immediately upon the expiration of the previous day. 35

Implied powers respecting public officers.

**23.** (1) Words authorizing the appointment of a public officer to hold office during pleasure include the power of 40

(a) terminating his appointment or removing or suspending him,

(b) reappointing or reinstating him, and

(c) appointing another in his stead or to act in his stead, 45

in the discretion of the authority in whom the power of appointment is vested.



*Clause 22.* (1) Section 24, extended to all public officers.

(2) New. The purpose of this provision is to authorize a commission of appointment to bear the same date as the appointing order in council.

(3) New. The purpose of this provision is to authorize an instrument of appointment or engagement to be effective as of the commencement of the performance of the duties of the position or of the engagement, rather than the day on which the instrument is issued, unless the day on which it is expressed to be effective is more than thirty days before the day on which the instrument is issued.

(4) Section 31(1)(h) in part.

(5) New.

*Clause 23.* (1) Section 31(1)(k), re-worded.



Powers of acting Minister, successor or deputy.

(2) Words directing or empowering a Minister of the Crown to do an act or thing, or otherwise applying to him by his name of office, include a Minister acting for him, or, if the office is vacant, a Minister designated to act in the office by or under the authority of an order in council, and also his successors in the office, and his or their deputy, but nothing in this subsection shall be construed to authorize a deputy to exercise any authority conferred upon a Minister to make a regulation as defined in the *Regulations Act*. 5

Successors to and deputy of public officer.

(3) Words directing or empowering any other public officer to do any act or thing, or otherwise applying to him by his name of office, include his successors in the office and his or their deputy. 10

Powers of holder of public office.

(4) Where a power is conferred or a duty imposed on the holder of an office as such, the power may be exercised and the duty shall be performed by the person for the time being charged with the execution of the powers and duties of the office. 15

### *Evidence.*

Documentary evidence.

**24.** (1) Where an enactment provides that a document is evidence of a fact without anything in the context to indicate that the document is conclusive evidence, then, in any judicial proceedings, the document is admissible in evidence and the fact shall be deemed to be established in the absence of any evidence to the contrary. 20

Queen's Printer.

(2) Every copy of an enactment having printed thereon what purports to be the name or title of the Queen's Printer and Controller of Stationery shall be deemed to be a copy purporting to be printed by the Queen's Printer for Canada. 25

### *Computation of Time.*

Time limits and holidays.

**25.** (1) Where the time limited for the doing of a thing expires or falls upon a holiday, the thing may be done on the day next following that is not a holiday. 30

Clear days.

(2) Where there is a reference to a number of clear days or "at least" a number of days between two events, in calculating the number of days there shall be excluded the days on which the events happen. 35

Not clear days.

(3) Where there is a reference to a number of days, not expressed to be clear days, between two events, in calculating the number of days there shall be excluded the day on which the first event happens and there shall be included the day on which the second event happens. 40

Beginning and ending of prescribed periods.

(4) Where a time is expressed to begin or end at, on or with a specified day, or to continue to or until a specified day, the time includes that day.



(2) Section 31(1)(l). The concluding words are new and are intended to make it clear that a deputy has not the power to exercise a Minister's power to make delegated legislation.

(3) Section 31(1)(m).

(4) Section 31(1)(f).

*Clause 24.* (1) New. The purpose of this provision is to eliminate the latin phrase *prima facie* in establishing rebuttable presumptions of fact.

(2) New. Other statutes refer to the "Queen's Printer for Canada", but his full title is "Queen's Printer and Controller of Stationery".

*Clause 25.* (1) Section 31(1)(h).

(2) and (3) Section 31(1)(o) revised.

(4), (5), (6), (7) and (8) New. These provisions are designed to resolve the doubts frequently arising out of references to time.



- After specified day. (5) Where a time is expressed to begin after or to be from a specified day, the time does not include that day.
- Within a time. (6) Where anything is to be done within a time after, from, of or before a specified day, the time does not include that day. 5
- Calculation of a period of months after or before a specified day. (7) Where there is a reference to a period of time consisting of a number of months after or before a specified day, the number of months shall be counted from, but not so as to include, the month in which the specified day falls, and the period shall be reckoned as being limited by and including 10
- (a) the day immediately after or before the specified day, according as the period follows or precedes the specified day; and 15
- (b) the day in the last month so counted having the same calendar number as the specified day, but if such last month has no day with the same calendar number, then the last day of that month. 20
- Time of the day. (8) Where there is a reference to time expressed as a specified time of the day, the time shall be taken to mean standard time.
- Time when specified age attained. (9) A person shall be deemed not to have attained a specified number of years of age until the commencement of the anniversary, of the same number, of the day of his birth. 25

*Miscellaneous Rules.*

- Reference to magistrate, etc. **26.** (1) Where anything is required or authorized to be done by or before a judge, magistrate, justice of the peace, or any functionary or officer, it shall be done by or before one whose jurisdiction or powers extend to the place where such thing is to be done. 30
- Ancillary powers. (2) Where power is given to a person, officer or functionary, to do or enforce the doing of any act or thing, all such powers shall be deemed to be also given as are necessary to enable the person, officer or functionary to do or enforce the doing of the act or thing. 35
- Powers to be exercised as required. (3) Where a power is conferred or a duty imposed the power may be exercised and the duty shall be performed from time to time as occasion requires. 40
- Power to repeal. (4) Where a power is conferred to make regulations, the power shall be construed as including a power, exercisable in the like manner, and subject to the like consent and conditions, if any, to repeal, amend or vary the regulations and make others. 45
- Forms. (5) Where a form is prescribed, slight deviations therefrom, not affecting the substance or calculated to mislead, do not invalidate the form used.



(9) New. This provision is designed to make it clear that a person does not attain a specified age, for example eighteen years, on the day immediately preceding the eighteenth anniversary of his birthday, but rather on the anniversary itself.

*Clause 26.* (1) Section 31(1) (a), expanded to include a judge.

(2) Section 31(1) (b).

(3) Section 31(1) (e).

(4) Section 31(1) (g).

(5) Section 31(1) (d).



- Gender. (6) Words importing one gender include all other genders.
- Number. (7) Words in the singular include the plural, and words in the plural include the singular.
- Parts of speech and grammatical forms. (8) Where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings. 5

*Offences.*

- Indictable and summary conviction offences. **27.** (1) Where an enactment establishes an offence,
  - (a) the offence shall be deemed to be an indictable offence if the enactment provides that the offender may be prosecuted for the offence by indictment; 10
  - (b) the offence shall be deemed to be one for which the offender is punishable on summary conviction if there is nothing in the context to indicate that the offence is an indictable offence; and 15
  - (c) if the offence is one for which the offender may be prosecuted by indictment or for which he is punishable on summary conviction, no person shall be considered to have been convicted of an indictable offence by reason only of having been convicted of the offence on summary conviction. 20
- Criminal Code to apply.* (2) All the provisions of the *Criminal Code* relating to indictable offences apply to indictable offences established by an enactment, and all the provisions of the *Criminal Code* relating to summary conviction offences apply to all other offences established by an enactment, except to the extent that the enactment otherwise provides. 25
- Documents similarly construed. (3) In a commission, proclamation, warrant or other document relating to criminal law or procedure in criminal matters
  - (a) a reference to an offence for which the offender may be prosecuted by indictment shall be construed as a reference to an indictable offence; and 35
  - (b) a reference to any other offence shall be construed as a reference to an offence for which the offender is punishable on summary conviction. 40

DEFINITIONS.

- Definitions, "Act." **28.** In every enactment,
  - (1) "Act", as meaning an Act of a legislature, includes an ordinance of the Yukon Territory or of the Northwest Territories; 45



(6) Section 31(1) (i).

(7) Section 31(1) (j).

(8) Section 31(1) (n).

*Clause 27.* Section 28, revised to accord with the new  
*Criminal Code.*

*Clause 28.* (1) Section 35(1).



- "Active service forces." (2) "active service forces" means the components of the Canadian Forces that are referred to in the *National Defence Act* as the active service forces;
- "Bank." (3) "bank" or "chartered bank" means a bank to which the *Bank Act* applies; 5
- "Broadcasting." (4) "broadcasting" means the dissemination of any form of radioelectric communication, including radiotelegraph, radiotelephone, the wireless transmission of writing, signs, signals, pictures and sounds of all kinds by means of Hertzian waves, intended to be received 10 by the public either directly or through the medium of relay stations;
- "Commencement." (5) "commencement", when used with reference to an enactment, means the time at which the enactment comes into force; 15
- "Commonwealth." (6) "Commonwealth", "British Commonwealth", "Commonwealth of Nations" or "British Commonwealth of Nations" means the association of countries named in the Schedule, which Schedule may be amended from time to time by proclamation of the Governor in 20 Council
- (a) by adding thereto the name of any country recognized by such proclamation to be a member of the Commonwealth, or
- (b) by deleting therefrom the name of any country 25 recognized by such proclamation to be no longer a member of the Commonwealth;
- and "Commonwealth country" means a country that is a member of the association of such countries;
- "Commonwealth and Dependent Territories." (7) "Commonwealth and Dependent Territories" 30 means the several Commonwealth countries and their colonies, possessions, dependencies, protectorates, protected states, condominiums and trust territories;
- "County." (8) "county" includes two or more counties united for purposes to which the enactment relates; 35
- "County court." (9) "county court" in its application to the Province of Ontario includes, and in its application to the Provinces of Saskatchewan, Alberta and Newfoundland means, "district court";
- "Diplomatic or consular officer." (10) "diplomatic or consular officer" includes an 40 ambassador, envoy, minister, charge d'affaires, counsellor, secretary, attache, consul-general, consul, vice-consul, pro-consul, consular agent, acting consul-general, acting consul, acting vice-consul, acting consular agent, high commissioner, permanent delegate, 45 adviser, acting high commissioner, and acting permanent delegate;
- "Fiscal year." (11) "fiscal year" or "financial year" means, in relation to money provided by Parliament, or the Consolidated Revenue Fund of Canada, or the accounts, 50 taxes or finances of Canada, the period beginning on



(2) Section 35(2).

(3) New.

(4) New. This definition is taken from the *Radio Act*.

(5) Section 35(3).

(6) New. This definition will make it unnecessary to list the Commonwealth countries in each statute where the expression is used. See, for example, the *Diplomatic Immunities (Commonwealth Countries) Act*, 1953-54, c. 54.

(7) New. This definition follows from the proposed definition of "Commonwealth".

(8) Section 35(4).

(9) Section 35(5).

(10) New.

(11) Section 35(6), revised to accord with the *Financial Administration Act*.



and including the 1st day of April in one year and ending on and including the 31st day of March in the next year;

“Governor.”

(12) “Governor”, “Governor of Canada”, or “Governor General” means the Governor General for the time being of Canada, or other chief executive officer or administrator for the time being carrying on the Government of Canada on behalf and in the name of the Sovereign, by whatever title he is designated; 5

“Governor in Council.”

(13) “Governor in Council”, or “Governor General in Council” means the Governor General of Canada, or person administering the Government of Canada for the time being, acting by and with the advice of, or by and with the advice and consent of, or in conjunction with the Queen’s Privy Council for Canada; 15

“Great Seal.”

(14) “Great Seal” means the Great Seal of Canada;

“Herein.”

(15) “herein” used in any section shall be understood to relate to the whole enactment, and not to that section only;

“Her Majesty.”

(16) “Her Majesty”, “His Majesty”, “the Queen”, “the King” or “the Crown” means the Sovereign of the United Kingdom, Canada and Her other Realms and Territories, and Head of the Commonwealth; 20

“Her Majesty’s Realms and Territories.”

(17) “Her Majesty’s Realms and Territories” means all realms and territories under the sovereignty of Her Majesty; 25

“Land.”

(18) “land” or “real property” includes lands, tenements, messuages and hereditaments of any tenure, mines, minerals, mineral oils and natural gases, whether held apart from the surface or not, buildings and other structures and any easements, servitudes, rights, privileges or benefits in, over or derived from land; 30

“Holiday.”

(19) “holiday” includes Sundays; New Year’s Day; the Epiphany; Good Friday; the Ascension; All Saints’ Day; Conception Day; Easter Monday; Ash Wednesday; Christmas Day; the birthday or the day fixed by proclamation for the celebration of the birthday of the reigning Sovereign; Victoria Day; Dominion Day; the first Monday in September, designated Labour Day; Remembrance Day; and any day appointed by proclamation to be observed as a day of general prayer or mourning or as a day of public rejoicing or thanksgiving; 40

“Legislature.”

(20) “legislature”, “legislative council” or “legislative assembly” includes the Lieutenant Governor in Council and the Legislative Assembly of the Northwest Territories, as constituted before the 1st day of September, 1905, the Commissioner in Council of the Yukon Territory, and the Commissioner in Council of the Northwest Territories; 50

“Lieutenant governor.”

(21) “lieutenant governor” means the lieutenant governor for the time being, or other chief executive



(12) Section 35(7).

(13) Section 35(8).

(14) Section 35(9).

(15) Section 35(10).

(16) Section 35(11).

(17) New. This follows from the definition of Her Majesty in subclause (16).

(18) New.

(19) Section 35(12), revised.

(20) Section 35(13).

(21) Section 35(14), expanded to include the executive authority of the Yukon and the Northwest Territories.



- officer or administrator for the time being, carrying on the government of the province indicated by the enactment, by whatever title he is designated, and, in relation to the Yukon Territory or the Northwest Territories, means the Commissioner thereof; 5
- "Lieutenant governor in council." (22) "lieutenant governor in council" means the lieutenant governor, or person administering the government of the province indicated by the enactment, for the time being, acting by and with the advice of, or by and with the advice and consent of, or in conjunction 10 with the executive council of such province and, in relation to the Yukon Territory or the Northwest Territories, means the Commissioner thereof;
- "Local time." (23) "local time", in relation to any place, means the time observed in that place for the regulation of 15 business hours;
- "May." (24) "may" is to be construed as permissive;
- "Military." (25) "military" shall be construed as relating to all or any of the Services of the Canadian Forces;
- "Month." (26) "month" means a calendar month; 20
- "Now." (27) "now" or "next" shall be construed as having reference to the time when the enactment was enacted;
- "Oath." (28) "oath" includes a solemn affirmation or declaration, whenever the context applies to any person by whom and case in which a solemn affirmation or 25 declaration may be made instead of an oath; and in like cases the expression "sworn" includes the expression "affirmed" or "declared";
- "Person." (29) "person" or any word or expression descriptive of a person, includes a corporation; 30
- "Proclamation." (30) "proclamation" means a proclamation under the Great Seal;
- "Province." (31) "province" means a province of Canada, and includes the Yukon Territory and the Northwest Territories; 35
- "Radio." (32) "radio" means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature by means of Hertzian waves;
- "Regular forces." (33) "regular forces" means the components of the 40 Canadian Forces that are referred to in the *National Defence Act* as the regular forces;
- "Reserve forces." (34) "reserve forces" means the components of the Canadian Forces that are referred to in the *National Defence Act* as the reserve forces; 45
- "Shall." (35) "shall" is to be construed as imperative;
- "Standard time." (36) "standard time" means
- (a) in relation to the Province of Newfoundland, Newfoundland standard time, being three hours and thirty minutes behind Greenwich time, 50
- (b) in relation to the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and



(22) Section 35(15), expanded to include the executive authority of the Yukon and the Northwest Territories.

(23) New.

(24) Section 35(28) in part.

(25) Section 35(17).

(26) Section 35(18).

(27) Section 35(20).

(28) Section 35(21).

(29) Section 35(22) revised.

(30) Section 35(23).

(31) Section 35(24).

(32) New.

(33) Section 35(26).

(34) Section 35(27).

(35) Section 35(28).

(36) New.



- those parts of the Province of Quebec and the Northwest Territories lying east of the sixty-eighth meridian of west longitude, Atlantic standard time, being four hours behind Greenwich time, 5
- (c) in relation to those parts of the Provinces of Ontario and Quebec lying between the ninetieth and the sixty-eighth meridians of west longitude, Southampton Island and the islands adjacent to Southampton Island, and that part of the Northwest Territories lying between the sixty-eighth and the eighty-fifth meridians of west longitude, eastern standard time, being five hours behind Greenwich time, 10
- (d) in relation to that part of the Province of Ontario lying west of the ninetieth meridian of west longitude, the Province of Manitoba, and that part of the Northwest Territories, except Southampton Island and the islands adjacent to Southampton Island, lying between the eighty-fifth and the one hundred and second meridians of west longitude, central standard time, being six hours behind Greenwich time, 20
- (e) in relation to the Province of Saskatchewan, the Province of Alberta, and that part of the Northwest Territories lying between the one hundred and second and the one hundred and twentieth meridians of west longitude, mountain standard time, being seven hours behind Greenwich time, 25
- (f) in relation to the Province of British Columbia and that part of the Northwest Territories lying west of the one hundred and twentieth meridian of west longitude, Pacific standard time, being eight hours behind Greenwich time, and 30
- (g) in relation to the Yukon Territory, Yukon standard time, being nine hours behind Greenwich time; 35
- (37) "statutory declaration" means a solemn declaration made by virtue of the *Canada Evidence Act*;
- (38) "superior court" means 40
- (a) in the Province of Ontario, Nova Scotia, New Brunswick, Alberta or Newfoundland, the Supreme Court of the Province;
- (b) in the Province of Quebec, the Court of Queen's Bench, and the Superior Court in and for the Province; 45
- (c) in the Province of British Columbia, the Court of Appeal and the Supreme Court of the Province;
- (d) in the Province of Manitoba or Saskatchewan, 50  
the Court of Appeal for the Province and the Court of Queen's Bench for the Province;

"Statutory  
declaration."

"Superior  
court."



(37) Section 35(29).

(38) Section 35(30), expanded to include the Supreme Court of Canada and the Exchequer Court of Canada.



- (e) in the Province of Prince Edward Island, the Supreme Court of Judicature of the Province;  
 (f) in the Yukon Territory or the Northwest Territories, the Territorial Court;

and includes the Supreme Court of Canada and the Exchequer Court of Canada; 5

"Sureties."

(39) "sureties" means sufficient sureties, and the expression "security" means sufficient security; and, whenever these words are used, one person is sufficient therefor, unless otherwise expressly required; 10

"Telecommunication."

(40) "telecommunication" means any transmission, emission or reception of signs, signals, writing, images or sounds or intelligence of any nature by wire, radio, visual or other electromagnetic system;

"Two justices."

(41) "two justices" means two or more justices of the peace, assembled or acting together; 15

"United Kingdom."

(42) "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland;

"United States."

(43) "United States" means the United States of America; 20

"Writing."

(44) "writing", or any term of like import, includes words printed, typewritten, painted, engraved, lithographed, photographed, or represented or reproduced by any mode of representing or reproducing words in visible form; and 25

"Year."

(45) "year" means any period of twelve consecutive months, except that a reference to a "calendar year" means a period of twelve consecutive months commencing on the first day of January and a reference by number to a Dominical year means the period of twelve consecutive months commencing on the first day of January of that year. 30

"Minister of Finance."

**29.** The expression "Minister of Finance" or "Receiver General" in an enactment or document means the Minister of Finance and Receiver General, and the expression "Deputy Minister of Finance" or "Deputy Receiver General" in an enactment or document means the Deputy Minister of Finance and Receiver General. 35

"Telegraph."

**30.** The expression "telegraph" and its derivatives in an enactment or in an Act of the legislature of any province enacted before that province became part of Canada on any subject that is within the legislative powers of the Parliament of Canada, shall be deemed not to include the word "telephone" or its derivatives. 40

Common names.

**31.** The name commonly applied to any country, place, body, corporation, society, officer, functionary, person, party or thing, means the country, place, body, corporation, society, officer, functionary, person, party or thing to which 45



(39) Section 35(31).

(40) New. This definition is taken from the *Radio Act*.

(41) Section 35(32).

(42) Section 35(33).

(43) Section 35(34).

(44) Section 35(35).

(45) Section 35(36) revised.

*Clause 29.* Section 36.

*Clause 30.* Section 37.

*Clause 31.* Section 35(19).



the name is commonly applied, although the name is not the formal or extended designation thereof.

Power to  
define year.

**32.** Where in an enactment relating to the affairs of Parliament or the Government of Canada there is a reference to a period of a year without anything in the context to indicate beyond doubt whether a fiscal year, or any period of twelve consecutive months or a period of twelve consecutive months commencing on the first day of January is intended, the Governor in Council may prescribe which of such periods of twelve consecutive months shall constitute a year for the purposes of the enactment. 5 10

#### REFERENCES AND CITATIONS.

Citation of  
enactment.

**33.** (1) In an enactment or document  
(a) an Act may be cited by reference to its chapter number in the Revised Statutes, by reference to its chapter number in the volume of Acts for the year or regnal year in which it was enacted, or by reference to its long title or short title, with or without reference to its chapter number; and 15  
(b) a regulation may be cited by reference to its long title or short title, by reference to the Act under which it was made or by reference to the number or designation under which it was registered by the Clerk of the Privy Council. 20

Citation  
includes  
amendment.

(2) A citation of or reference to an enactment shall be deemed to be a citation of or reference to the enactment as amended. 25

Reference  
to two or  
more parts,  
etc.

**34.** (1) A reference in an enactment by number or letter to two or more parts, divisions, sections, subsections, paragraphs, subparagraphs, clauses, subclauses, schedules, appendices or forms shall be read as including the number or letter first mentioned and the number or letter last mentioned. 30

Reference in  
enactment to  
parts, etc.

(2) A reference in an enactment to a part, division, section, schedule, appendix or form shall be read as a reference to a part, division, section, schedule, appendix or form of the enactment in which the reference occurs. 35

Reference in  
enactment to  
subsections,  
etc.

(3) A reference in an enactment to a subsection, paragraph, subparagraph, clause or subclause shall be read as a reference to a subsection, paragraph, subparagraph, clause or subclause of the section, subsection, paragraph, subparagraph or clause, as the case may be, in which the reference occurs. 40

Reference to  
regulations.

(4) A reference in an enactment to regulations shall be read as a reference to regulations made under the enactment in which the reference occurs. 45



*Clause 32.* In some statutes, particularly those respecting government departments and those requiring the making of annual reports, it is not clear what is meant by the word "year". The purpose of the provision is to authorize the Governor in Council to resolve the doubt.

*Clause 33.* (1) Section 40(1).

(2) Section 40(2).

*Clause 34.* (1) Section 41(2).

(2) Section 41(3).

(3) Section 41(4).

(4) Section 41(5).



Reference to  
another  
enactment.

(5) A reference in an enactment by number or letter to any section, subsection, paragraph, subparagraph, clause, subclause or other division or line of another enactment shall be read as a reference to the section, subsection, paragraph, subparagraph, clause, subclause or other division or line of such other enactment as printed by authority of law. 5

#### REPEAL AND AMENDMENT.

Power of  
repeal or  
amendment  
reserved.

**35.** (1) Every Act shall be so construed as to reserve to Parliament the power of repealing or amending it, and of revoking, restricting or modifying any power, privilege 10 or advantage thereby vested in or granted to any person.

Amendment  
or repeal at  
same session.

(2) An Act may be amended or repealed by an Act passed in the same session of Parliament.

Amendment  
part of  
enactment.

(3) An amending enactment, as far as consistent with the tenor thereof, shall be construed as part of 15 the enactment that it amends.

Effect of  
repeal.

**36.** Where an enactment is repealed in whole or in part, the repeal does not

- (a) revive any enactment or anything not in force or existing at the time when the repeal takes 20 effect;
- (b) affect the previous operation of the enactment so repealed or anything duly done or suffered thereunder;
- (c) affect any right, privilege, obligation or liability 25 acquired, accrued, accruing or incurred under the enactment so repealed;
- (d) affect any offence committed against or a violation of the provisions of the enactment so repealed, or any penalty, forfeiture or punish- 30 ment incurred under the enactment so repealed; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or pun- 35 ishment;

and an investigation, legal proceeding or remedy as described in paragraph (e) may be instituted, continued or enforced, and the penalty, forfeiture or punishment may be imposed as if the enactment had not been so repealed. 40

Repeal and  
substitution.

**37.** Where an enactment (in this section called the "former enactment") is repealed and another enactment (in this section called the "new enactment") is substituted therefor,

- (a) every person acting under the former enactment 45 shall continue to act, as if appointed under the



(5) Section 41(1).

*Clause 35.* (1) Section 18(1).

(2) Section 8.

(3) Section 22.

*Clause 36.* (1) Section 19(1).

*Clause 37.* Sections 19(2) and 20. Paragraphs (b) and (f) are new.



- new enactment, until another is appointed in his stead;
- (b) every bond and security given by a person appointed under the former enactment remains in force, and all books, papers, forms and things made or used under the former enactment shall continue to be used as before the repeal so far as they are consistent with the new enactment; 5
- (c) every proceeding taken under the former enactment shall be taken up and continued under and in conformity with the new enactment so far as it may be done consistently with the new enactment; 10
- (d) the procedure established by the new enactment shall be followed as far as it can be adapted thereto in the recovery or enforcement of penalties and forfeitures incurred, and in the enforcement of rights, existing or accruing under the former enactment or in a proceeding in relation to matters that have happened before the repeal; 15 20
- (e) when any penalty, forfeiture or punishment is reduced or mitigated by the new enactment, the penalty, forfeiture or punishment if imposed or adjudged after the repeal shall be reduced or mitigated accordingly; 25
- (f) except to the extent that the provisions of the new enactment are not in substance the same as those of the former enactment, the new enactment shall not be held to operate as new law, but shall be construed and have effect as a consolidation and as declaratory of the law as contained in the former enactment; 30
- (g) all regulations made under the repealed enactment remain in force and shall be deemed to have been made under the new enactment, in so far as they are not inconsistent with the new enactment, until they are repealed or others made in their stead; and 35 40
- (h) any reference in an unrepealed enactment to the former enactment, shall, as regards a subsequent transaction, matter or thing, be read and construed as a reference to the provisions of the new enactment relating to the same subject matter as the former enactment, but where there are no provisions in the new enactment relating to the same subject matter, the former enactment shall be read as unrepealed in so far as is necessary to maintain or give effect to the unrepealed enactment. 45 50







Repeal does not imply enactment was in force.

**38.** (1) The repeal of an enactment in whole or in part shall not be deemed to be or to involve a declaration that such enactment was or was considered by Parliament or other body or person by whom the enactment was enacted to have been previously in force.

5

Amendment does not imply change in law.

(2) The amendment of an enactment shall not be deemed to be or to involve a declaration that the law under such enactment was or was considered by Parliament or other body or person by whom the enactment was enacted to have been different from the law as it is under the enactment as amended.

10

Repeal does not declare previous law.

(3) The repeal or amendment of an enactment in whole or in part shall not be deemed to be or to involve any declaration as to the previous state of the law.

Judicial construction not adopted.

(4) A re-enactment, revision, consolidation or amendment of an enactment shall not be deemed to be or to involve an adoption of the construction that has by judicial decision or otherwise been placed upon the language used in the enactment or upon similar language.

15

DEMISE OF CROWN.

Effect of demise.

**39.** (1) Where there is a demise of the Crown, 20

(a) the demise does not affect the holding of any office under the Crown in right of Canada; and

(b) it is not necessary by reason of such demise that the holder of any such office again be appointed thereto or that, having taken an oath of office or allegiance before such demise, he again take such oath.

25

Continuation of proceedings.

(2) No writ, action or other process or proceeding, civil or criminal, in or issuing out of any court established by an Act of the Parliament of Canada is, by reason of a demise of the Crown, determined, abated, discontinued or affected, but every such writ, action, process or proceeding remains in full force and may be enforced, carried on or otherwise proceeded with or completed as though there had been no such demise.

30

35

CONSEQUENTIAL AMENDMENTS.

**40.** Section 18 of the *Canada Evidence Act* is repealed and the following substituted therefor:

Acts of Canada.

“**18.** Judicial notice shall be taken of all Acts of the Parliament of Canada, public or private, without being specially pleaded.”

40



Clause 38. Section 21.

Clause 39. New. This section is intended to remedy certain defects and omissions presently found in the *Demise of the Crown Act*. The provisions of the latter Act deal with matters similar to those dealt with in the present revision of the *Interpretation Act*, and it is considered desirable that, with the changes therein proposed by this section, they be incorporated in the present revision. This would permit the repeal of the present *Demise of the Crown Act*, which is provided for in clause 42(2).

Clause 40. The present section reads as follows:

"18. Judicial notice shall be taken of all public Acts of the Parliament of Canada without such Acts being specially pleaded."

This amendment is consequential to the dropping of section 13 of the *Interpretation Act*, which reads as follows:

"13. Every Act shall, unless by express provision it is declared to be a private Act, be deemed to be a public Act."

The foregoing provision was taken from the United Kingdom Interpretation Act of 1850. At that time judicial notice had to be taken of public Acts, but not private Acts. The sole purpose of the provision was to require private Acts to be judicially noticed. This was accomplished by the indirect device of deeming them public Acts. It is considered preferable to state the rule directly, and to deal with public and private Acts in one provision; the *Evidence Act* is the logical place for such a provision.



**41.** Subsection (3) of section 121 of the *Bills of Exchange Act* is repealed and the following substituted therefor:

Time of  
protest.

“(3) Every protest for dishonour, either for non-acceptance or non-payment, may be made on the day 5  
of such dishonour, and in case of non-acceptance at any  
time after non-acceptance, and in case of non-payment  
at any time after three o'clock in the afternoon, local  
time.”

#### REPEAL.

Repeal.  
R.S., c. 158;  
1952-53, c. 9.  
R.S., c. 65.

**42.** (1) The *Interpretation Act*, chapter 158 of the 10  
Revised Statutes of Canada, 1952 is repealed.  
(2) The *Demise of the Crown Act* is repealed.

#### COMMENCEMENT.

Procla-  
mation.

**43.** This Act shall come into force on a day to be  
fixed by proclamation of the Governor in Council.



*Clause 41.* The present section reads as follows:

"(3) Every protest for dishonour, either for non-acceptance or non-payment may be made on the day of such dishonour, and in case of non-acceptance at any time after non-acceptance, and in case of non-payment at any time after three o'clock in the afternoon."

The time for protesting bills of exchange is governed by banking hours, which are not necessarily according to standard time.



## SCHEDULE.

Australia  
Canada  
Ceylon  
Cyprus  
Ghana  
India  
Jamaica  
Kenya  
Malaysia  
Malta  
New Zealand  
Nigeria  
Pakistan  
Sierra Leone  
Tanzania  
The Gambia  
Trinidad and Tobago  
Uganda  
United Kingdom  
Western Samoa  
Zambia



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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-16.**

An Act respecting United Baptist Woman's Missionary  
Union of the Maritime Provinces.

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Read a first time, Tuesday, 22nd June, 1965.

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Honourable Senator Brooks, P.C.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-16.

An Act respecting United Baptist Woman's Missionary Union of the Maritime Provinces.

Preamble.  
1906-07,  
c. 140.

WHEREAS United Baptist Woman's Missionary Union of the Maritime Provinces, hereinafter called "the Society", has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and the House of Commons of Canada, enacts as follows:— 5

Change of  
name.

1. The name of the Society is hereby changed to United Baptist Woman's Missionary Union of the Atlantic Provinces. Any transaction, contract, or obligation heretofore entered into or incurred by the Society in the name United Baptist Woman's Missionary Union of the Maritime Provinces, and any transaction, contract or obligation hereafter entered into or incurred by the Society in the name United Baptist Woman's Missionary Union of the Atlantic Provinces shall be valid and binding on the Society. 10 15

Existing  
rights  
saved.

2. Nothing contained in section 1 of this Act shall in any way impair, alter or affect the rights or liabilities of the Society, except as therein expressly provided, nor in any way affect any suit or proceeding now pending or judgment existing, either by or in favour of or against the Society, which, notwithstanding the provision of section 1 of this Act may be prosecuted, continued, completed and enforced as if this Act had not been passed; and any suit or proceeding that might have been commenced or continued by or against the Society under its former name may be commenced or continued by or against it under its new name. 20 25



EXPLANATORY NOTE.

The purpose of this Bill is to change the name of the Society to United Baptist Woman's Missionary Union of the Atlantic Provinces.







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-17.**

An Act respecting General Mortgage Service Corporation  
of Canada.

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Read a first time, Monday 28th June, 1965.

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Honourable Senator LEONARD.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-17.

An Act respecting General Mortgage Service Corporation  
of Canada.

Preamble.  
1960-61, c.  
78; 1963,  
c. 72.

WHEREAS General Mortgage Service Corporation of Canada, hereinafter called "the Corporation", has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Change of  
name, in  
English.

1. The name of the Corporation, in English, is hereby changed to General Mortgage Corporation of Canada.

2. The Corporation may use, in the transaction of its business, either the name General Mortgage Corporation of Canada or the name Société Générale d'Hypothèque du Canada, as and when it so elects, and may sue or be sued in either or both of such names.

Existing  
rights  
saved.

3. Nothing contained in sections 1 and 2 of this Act shall in any way impair, alter or affect the rights or liabilities of the Corporation, except as therein expressly provided, or in any way affect any right of action or judgment existing, or any suit or proceeding now pending, either by or in favour of or against the Corporation, which, notwithstanding the provisions of sections 1 and 2 of this Act, may be initiated, prosecuted, continued, completed and enforced as if this Act had not been passed.



EXPLANATORY NOTES.

The purpose of clauses 1, 2 and 3 of the Bill is to change the name of the Corporation, in English. The French version of the name, in its present form, is satisfactory.



Change in  
description  
of bonds.

**4.** Chapter 78 of the statutes of 1960-61, as amended by chapter 72 of the statutes of 1963, is further amended by substituting the words "Series A Bonds" for the words "Series A Mortgage Bonds" wherever the words "Series A Mortgage Bonds" appear therein and by substituting the words "Series B Bonds" for the words "Series B Mortgage Bonds" wherever the words "Series B Mortgage Bonds" appear therein. 5

Coming into  
force.

**5.** This Act shall come into force on a day to be fixed by proclamation of the Governor in Council. 10



The purpose of clause 4 is to give the bonds a descriptive title so that the bonds of this Corporation will not be confused with mortgage bonds issued by other companies on real estate security.

Clause 5 merely defers the day on which the Act is to come into force, in order that any necessary administrative adjustments may be made prior thereto.







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Third Session, Twenty-Sixth Parliament, 14 Elizabeth II, 1965.

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THE SENATE OF CANADA

**BILL S-18.**

An Act to incorporate Aetna Casualty and Surety  
Company of Canada.

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Read a first time, Monday 28th June, 1965.

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Honourable Senator Cook.

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ROGER DUHAMEL, F.R.S.C.  
QUEEN'S PRINTER AND CONTROLLER OF STATIONERY  
OTTAWA, 1965



THE SENATE OF CANADA

BILL S-18.

An Act to incorporate Aetna Casualty and Surety  
Company of Canada.

Preamble.

WHEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Albert Bruce Matthews, executive, Melvin Kirkland Kenny, insurance executive, John Hamilton Cameron Clarry, one of Her Majesty's Counsel, Granville Patrick Harcourt Vernon, one of Her Majesty's Counsel, Peter Greer Beattie, solicitor, and Stephen Clifford Smith, solicitor, all of the city of Toronto, in the province of Ontario, Olcott Damon Smith, insurance executive, and John Alexander Hill, insurance executive, both of the town of Farmington, in the state of Connecticut, one of the United States of America, and Guy Edward Mann, insurance executive, of the city of Hartford, in the state of Connecticut, one of the United States of America, together with such other persons as become shareholders of the Company, are incorporated under the name of Aetna Casualty and Surety Company of Canada, and, in French, La Compagnie Aetna Casualty et Surety du Canada, hereinafter called "the Company".

Corporate name.

Provisional directors.

2. The persons named in section 1 shall be the provisional directors of the Company. 25







Capital  
stock.

**3.** The capital stock of the Company shall be five million dollars divided into shares of fifty dollars each.

Subscription before  
general  
meeting.

**4.** The amount to be subscribed before the general meeting for the election of directors is called shall be five hundred thousand dollars. 5

Head  
office.

**5.** The head office of the Company shall be in the city of Toronto, in the province of Ontario.

Classes of  
insurance  
authorized.

**6.** The Company may undertake, transact and make contracts of insurance in any one or more of the following classes of insurance: 10

- (a) fire insurance;
- (b) accident insurance;
- (c) aircraft insurance;
- (d) automobile insurance;
- (e) boiler insurance; 15
- (f) credit insurance;
- (g) earthquake insurance;
- (h) explosion insurance;
- (i) falling aircraft insurance;
- (j) forgery insurance; 20
- (k) guarantee insurance;
- (l) hail insurance;
- (m) impact by vehicles insurance;
- (n) inland transportation insurance;
- (o) livestock insurance; 25
- (p) machinery insurance;
- (q) marine insurance;
- (r) personal property insurance;
- (s) plate glass insurance
- (t) real property insurance; 30
- (u) sickness insurance;
- (v) sprinkler leakage insurance;
- (w) theft insurance;
- (x) water damage insurance;
- (y) weather insurance; and 35
- (z) windstorm insurance.







Subscription  
and payment  
of capital  
before  
commencing  
business.

**7.** The Company shall not commence any business of insurance until at least five hundred thousand dollars of its capital stock has been bona fide subscribed and at least that amount paid thereon, together with a contribution to surplus of at least five hundred thousand dollars. 5  
The Company may then transact business in any one or more of the classes of insurance authorized by section 6 of this Act.

R.S., c. 31;  
1956, c. 28;  
1957-58, c. 11;  
1960-61, c. 13;  
1964-65, c. 40.

**8.** *The Canadian and British Insurance Companies Act* shall apply to the Company. 10























