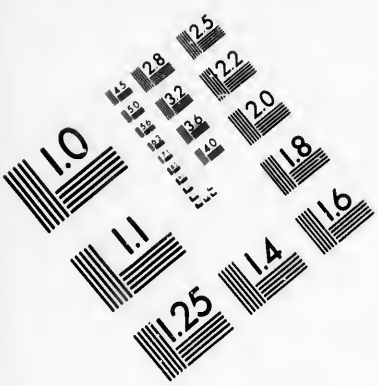

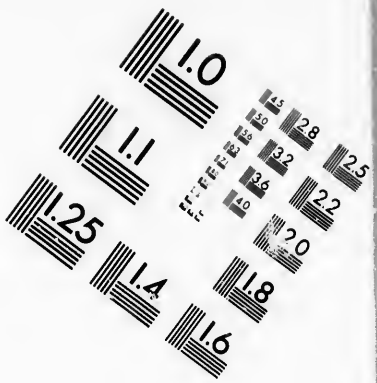

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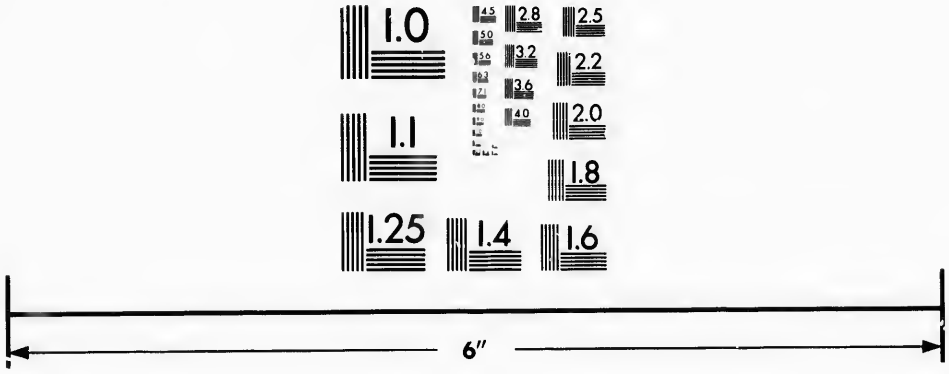

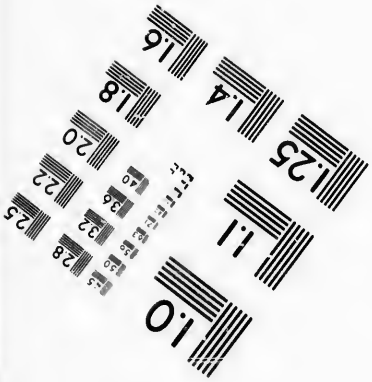

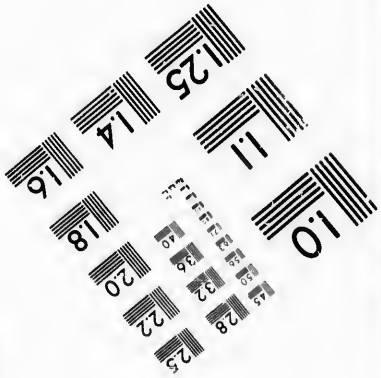

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25.

QUEBEC, 1st MAY, 1821.

AGREEMENT BETWEEN

Colin Campbell, Wm. Bruce, Alexander Haddan and others, respecting the Payment of certain obligations, &c. due on the Building, &c. of

ST. JOHN'S CHAPEL.

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PEL.

On this first day of May, in the year of our Lord one thousand eight hundred and twenty-one, Before us, the undersigned Notaries Public, duly commissioned and sworn, in and for the Province of Lower-Canada, and residing at the City of Quebec, in the said Province, personally came, appeared, and were present the several persons next herein-after mentioned, that is to say, The several persons whose names and additions are hereunto subscribed, with the sum of twenty-five pounds, set in a line with each of their respective Names or Signatures, and who accordingly agree to become subscribers to the Obligation contained in these presents, to the extent of the said sum of twenty-five pounds, currency, of the first part; George Spratt, of the said City of Quebec, Clerk; William Bruce, of the said City of Quebec, Merchant; Alexander Haddan, of the said City of Quebec, Upholsterer; Richard Fielder, of the said City of Quebec, Carpenter; James Penny, of the said City of Quebec, Boat-builder; and Zacharias Goff, of the said City of Quebec, Shoemaker (being six out of nine Trustees of the piece or parcel of ground, chapel and premises herein-after mentioned) of the second part; Colin Campbell, of the said City of Quebec, Tinsmith; and Samuel Brown, of the said City of Quebec, Shipbuilder, of the third part; and the said Colin Campbell, solely and individually, of the fourth part: Which said parties, before us the said Notaries, and by these presents did and do thereupon severally grant, covenant, promise and agree, acknowledge, testify and declare as follows: that is to say—That WHEREAS, by a certain Notarial Act or Instrument of Sale and transfer, bearing date on or about the sixteenth day of March, in the year of our Lord one thousand eight hundred and sixteen, passed before Jean Belanger and his confrère, Notaries Public in and for the said Province, and residing in the said City of Quebec, and made, or mentioned to be made, between John Anderson, of the City of Quebec, Merchant Butcher, of the one part, and the said Colin Campbell and Samuel Brown, of the other part; he, the said John Anderson, for the consideration therein-mentioned, did sell, assign, convey, transfer, and make over, with guarantie against all incumbrances, unto the said Colin Campbell and Samuel Brown; firstly, a lot of ground therein stated to be situate in the Upper-town of Quebec, in St. Francis street, and to contain thirty-six or thirty-seven feet in front, by fifty or fifty-four feet in depth, and to be bounded in front by St. Francis-street, and in the rear by the representatives of one Dupont, on the North-east side, partly, by a lot the property of one Garenne, and partly by the ground remaining to the said John Anderson, and on the South-west side by the lot in the now reciting Act or or Instrument of Sale secondly described; And, secondly, another lot of ground, situated in the same street, contiguous to the lot therein firstly described, containing thirty feet in front by fifty feet in depth, bounded in front by St. Francis-street, and in the rear by a lot appertaining to Marie-Angelique De Courmier, on the North-east side by the lot therein firstly described, and on the South-west side by a lane appertaining to the house of the heirs of one Couillard, then represented by George Pozer; together the rights, members, and appurtenances thereunto belonging, as the same are in the now reciting Act or Instrument of Sale more particularly mentioned and described: *TO HOLD* the said several lots of ground and premises, with the appurtenances, unto the said Colin Campbell and Samuel Brown, their heirs, executors, curators, administrators and assigns, to their only proper use and behoof of them the said Colin Campbell and Samuel Brown, their heirs and assigns, from thenceforth for ever, *Subject* nevertheless to an hypothèque or mortgage for the sum of three hundred pounds, current money of the said Province of Lower-Canada, being the purchase money of the said premises, to be paid by the said Colin Campbell and Samuel Brown, their heirs, executors, administrators or assigns, to the said John Anderson, his heirs, executors, administrators or assigns, in the course of seven years, to be computed from the day of the date of the said Act or Instrument of Sale now in recital, together with legal interest for the same, at the rate of six per cent, per annum. AND WHEREAS by a certain other Notarial Act or Instrument, also made and passed before the said Jean Belanger and his confrère, Notaries Public, as aforesaid, bearing even date with the said herein-before part recited Act or Instrument of Sale, and made between the said Colin Campbell and Samuel Brown, of the one part, and the said George Spratt, William Bruce, Alexander Haddan, Richard Fielder, James Penny, William Penman, and Zacharias Goff, and others who are therein-named, as Trustees for the purposes herein-after mentioned of the other part; They, the said Colin Campbell and Samuel Brown, did give, assign, transfer, and make over unto them, the said Trustees, All those, the said several lots of ground and premises in the said herein-before in part recited Act or Instrument of Transfer mentioned and described; *Upon* the trusts, and to and for the ends, intents and purposes

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poses therein particularly mentioned and expressed; and which trusts were for the purpose of raising, either by voluntary subscription, or in any other prudent manner, money, for the purpose of building and erecting, and to build and erect accordingly, within the space of seven years, to be computed from that date, a Chapel, or Place of Worship, for the use of the members of a certain congregation of Protestants, styling themselves a *Congregational Church*, there meeting for Divine Worship, according to the tenets and doctrine of the said Congregation, and which are particularly set forth and described in the said Act or Instrument of trust, now in recital, in the manner therein-mentioned. And also upon such other trusts conducive to the before-mentioned general intended purpose of establishing a Chapel or Place of Divine Worship, according to the tenets and doctrine of the said Congregational Church, as are in the said last-mentioned Act or Instrument of Trust now in recital, more particularly mentioned, expressed and set forth.

AND WHEREAS by a certain other Act or Instrument of hypothêque or mortgage, bearing date on or about 22d day of November, in the said year of our Lord one thousand eight hundred and sixteen, and made or mentioned to be made between the said Trustees, in the said last-mentioned Act or Instrument of trust particularly mentioned and described, (and of whom the said George Spratt, William Bruce, Alexr. Haddan, Richard Fielder, James Penny, William Penman and Zacharias Goff were seven,) of the one part, and the said Colin Campbell of the other part—They, the said Trustees, in consideration of the sum of seven hundred pounds, current money of the said Province of Lower-Canada, by them borrowed and received of the said Colin Campbell, for the use and improvement of the said Chapel, and part whereof is therein stated to have been then already laid out, and the surplus to be by them intended to be laid out in the building of the said Chapel, and the improvement of the lot of ground whereon the said Chapel was then erected, for the use of the members of the said Congregational Church, did bind and oblige themselves and their successors in office, and personally each of them, for his share of the said debt, and for each and every their heirs, executors and administrators, to pay and reimburse to the said Colin Campbell, his heirs, executors, curators, administrators or assigns, the said sum of seven hundred pounds, currency, together with interest for the same, at the time and in the manner therein-mentioned: And for that purpose they did bind, mortgage and hypotheque all their property, moveable and immoveable, and more especially the said several lots of ground and premises, in the said first herein-before in part recited Act or Instrument of Sale, mentioned and described, and the Chapel which was then erected and built thereon, with the appurtenances thereunto belonging, *As*, in and by the said three several hereinbefore in part recited Acts or Instruments of Sale, trust and hypotheque, relation being thereunto respectively had, may, and will more fully and at large appear:—AND WHEREAS the said several sums of three hundred pounds, in and by the first-mentioned Act or Instrument of Sale, of the sixteenth day of March, one thousand eight hundred and sixteen, secured to be paid to the said John Anderson, his heirs, executors, administrators or assigns; and of seven hundred pounds, in and by the said herein-before in part recited Act or Instrument of mortgage and hypotheque, of the twenty-second day of November, in the same year, secured to be paid to the said Colin Campbell, his heirs, executors, administrators or assigns, together with certain arrears of interest for each of those sums respectively, are, and continue still unpaid, and there is now also due to certain Workmen, and particularly to the said Richard Fielder and to John Phillips, of the said city of Quebec, Mason, and Robert Gain, of the said city of Quebec, Painter, for work and labour and materials furnished by them in and about the erection and building, and the improvement and decoration of the said Chapel, and interest thereon up to the present time, divers sums of money, amounting in the whole to the sum of three hundred and seventy-eight pounds, or thereabouts, which are more particularly mentioned and set forth in the Schedule or Account hereunto annexed, and which together with the said sums of three hundred pounds and seven hundred pounds, and the arrears of interest now due for the same respectively amount in the whole to the sum of one thousand six hundred pounds, currency, and upwards, as is also more particularly mentioned and set forth in the said Account.

AND WHEREAS on a meeting of the Members of the said congregation and other friends and supporters of the objects for which the said Chapel was at first erected and established, it hath been agreed upon that the said Colin Campbell should take upon himself the liquidation, arrangement and payment of the whole of the other debts which are now due or owing to other persons than himself, in respect of the said several pieces or parcels of ground and the chapel so thereon erected and built, and which are particularized in the schedule or account hereunto annexed, upon having the security of a certain number of the members of the said congregation and other friends and supporters of the objects for which the said Chapel

Chapel was originally erected to the number of sixty-four, to be approved of by himself to the extent of twenty-five pounds currency each, with interest thereon to be computed from the present day for the repayment of all the said several sums of money, together with lawful interest for the same, at the rate of six pounds per cent per annum, at or before the expiration of five years, to be computed from the day of the date of these presents; and the several persons whose signatures are hereunto respectively subscribed, with the said sum of twenty-five pounds set against such their respective signatures have accordingly agreed to become sureties for the reimbursement of the said several sums, together with interest for the same to the extent of twenty-five pounds currency, for each of them, together with such interest as aforesaid, and of which said sum of twenty-five pounds currency, for each of them, it is intended that the sum of five pounds currency each, be paid at the time of their respectively executing these presents, and that, in addition to the security hereby given, joint and several Promissory Notes for the sum of twenty pounds currency, together with interest for the same, to be computed from the day of the date of these presents, and to be paid by the following instalments, to wit: five pounds part thereof on or before the fifteenth day of May, one thousand eight hundred and twenty two; five pounds of the part thereof on or before the fifteenth day of May, one thousand eight hundred and twenty-three; five pounds of the part thereof on or before the fifteenth day of May, one thousand eight hundred and twenty-four; and the remaining sum of five pounds being the residue thereof on or before the fifteenth day of May, one thousand eight hundred and twenty-five, together with all such interest as may have arrived or become due at the time of the payment of each such instalment respectively, at the same time and together with every such respective instalment, shall be given by each of them the said several contributors whose names are hereunto subscribed, together with one sufficient surety to be approved of by the said Colin Campbell, payable to him the said Colin Campbell, or his order, in the proportions and at the several times lastly hereinmentioned. NOW THEREFORE the said Colin Campbell for himself, his heirs, executors, curators, and administrators, before us the said Notaries, and by these presents *Doth* covenant, promise, declare and agree to and with the said other parties to these presents, that he, the said Colin Campbell, his heirs, executors, curators or administrators, shall, and will liquidate, arrange and pay the several debts or sums of money mentioned, expressed and set forth in the schedule or account thereof hereunto annexed, as being due to the said John Anderson, the original vendor of the several pieces or parcels of ground hereinbefore particularly mentioned and described, and which now remains due to him or his representatives vendees or assigns for the purchase money thereof or the interest thereof up to the day of the date of these presents and to the said Richard Fielder, John Phillips and Robert Gain for the work and labour by them respectively done and performed and materials and other necessary things by them respectively found and provided for and towards the erection, building and improvement of the said Chapel and the said several pieces or parcels of ground whereon the same is erected and built and thereof and therefrom and of and from every part and parcel thereof shall and will save, defend, keep harmless and indemnify the said Chapel and premises and also the said several other parties to these presents and their and each of their heirs, executors, administrators and assigns. AND in consideration of such covenant and agreement lastly herein-before contained, on the part and behalf of the said Colin Campbell, *They*, the said several parties to these presents, whose signatures are hereunto subscribed and set as contributors towards the payment of the said sum of sixteen hundred pounds, and upwards, so now due and owing for, or on account, or in respect of the said several pieces and parcels of ground and premises and the Chapel so thereupon erected and built, and against each of whose signatures at the foot of these presents there is accordingly written the said sum of twenty-five pounds currency, do, and each of them doth for himself, severally and respectively, and for his own heirs, executors, curators administrators and assigns only, and not one of them for any other or others of them, or for the heirs, executors, curators, administrators or assigns of any other or others of them, oblige himself, his heirs, executors, curators, administrators or assigns, to pay to the said Colin Campbell, his heirs, executors, curators, administrators or assigns the said sum of twenty pounds, currency, so now remaining due from them and each of them respectively after payment of the said sum of five pounds, currency hereinbefore mentioned to be paid by each of them unto him the said Colin Campbell at the time of the execution of these presents making together with the said sum of five pounds, the total sum of twenty-five pounds, currency, so mentioned and written against each of their respective signatures hereunto subscribed as aforesaid as the sum to the amount whereof each of them intends to contribute for the furtherance of the several objects hereinbefore mentioned; such sum of twenty pounds residue of the said sum of twenty-

five

five pounds each to be paid by each of them the said obligors by four several installments of five pounds each on the fifteenth day of May, one thousand eight hundred and twenty-two, one thousand eight hundred and twenty-three, one thousand eight hundred and twenty-four, and one thousand eight hundred and twenty-five; together with all intermediate interest on the whole sum which may then remain due, up to the time of the payment of every such installment, in manner herein before-mentioned, and according to the true intent and meaning of these presents, and of the said several Promissory Notes so to be given as a collateral security for the payment of each of the said residual sums of twenty pounds as aforesaid. And for the payment of the said residual sums of twenty pounds each, in manner aforesaid, the said obligors (each of them for himself and his own heirs, executors, curators, administrators or assigns, as aforesaid) do hereby severally and respectively bind, pledge, mortgage and hypothecate all and every their property, moveable and immoveable, of which they now are or may hereafter be possessed. AND all and every the said parties to these presents having, or who can or may lawfully claim to have, any estate, right, title, or interest of, in, to or out of the said two several pieces or parcels of ground and premises, or the chapel thereupon erected and built, with the appurtenances or any part thereof, do and each of them doth hereby, according to their several estates, rights, titles, or interests therein, for themselves and their co-trustees or joint tenants thereof, and so far as they can or lawfully may charge, pledge, mortgage and hypothecate all those the said several pieces and parcels of ground and premises, and the said chapel thereupon erected and built, with the appurtenances, unto him the said Colin Campbell, his heirs, executors, curators, administrators and assigns, for the securing the payment as well of the said several residual sums of twenty pounds each, together with interest for the same, to be computed from the day of the date of these presents, in manner aforesaid, as also the repayment of all and every the sum and sums of money which now are or which at any time or times hereafter shall or may be due or owing unto him the said Colin Campbell, his heirs, executors, curators, administrators or assigns, either under the hereinbefore in part recited Act or Instrument of Hypotheque, of the twenty-second day of November, one thousand eight hundred and sixteen, or for any sums of money either already or hereafter to be advanced, paid, laid out or expended, by him, them, or any of them, for the purposes or on the accounts mentioned or expressed in the account or schedule hereunto annexed, or any or either of them, together with lawful interest for the same, respectively, from the time of the advancement or payment thereof respectively, by him the said Colin Campbell, his heirs, executors, administrators or assigns, as aforesaid. The said general and special mortgages or hypotheques, hereby created, not derogating the one from the other and neither of them to derogate from the former mortgage and hypotheque, created by the said former Act or Instrument of obligation and mortgage, of the twenty-second day of November, one thousand eight hundred and sixteen; but the whole of the said several mortgages and hypotheques to remain and continue in full force and effect, without any such derogation of any of them, the one by the other, or any pretext thereof, or of any novation by the subsequent charge to the prejudice of the former; and the said Colin Campbell, his heirs, executors, curators, administrators or assigns, to remain and be accordingly at full liberty to enforce, either together or separately, all and every the charges, claims and demands which he now has, or shall or may at any time hereafter have, claim, challenge or demand either against the said two several pieces or parcels of ground and premises, and the said Chapel thereupon erected and built, with the appurtenances or any part thereof, or against any of the said parties hereto, either under the said hereinbefore in part recited Act or Instrument of obligation and hypothêque of the twenty-second day of November, one thousand eight hundred and sixteen, or these presents or the several Promissory Notes so intended to be given as a collateral security herewith, until he the said Colin Campbell, his heirs, executors, curators, administrators or assigns shall be fully and wholly reimbursed, all and every the sum and sums of money which now are or shall or may at any time or times hereafter be due or owing to him the said Colin Campbell, his heirs, executors, curators, administrators or assigns, under or by virtue of the said hereinbefore in part recited Act or Instrument of obligation or hypothêque of the twenty-second day of November, one thousand eight hundred and sixteen, or these presents or for monies already or hereafter to be advanced, paid, laid out or expended under or by virtue or upon the faith or credit thereof, according to the true intent and meaning thereof respectively, and all interest now due or hereafter to become due for the same, respectively, until full payment and satisfaction of the whole principal and interest thereof. AND for the arrangement and settlement of the purposes to which the said Chapel and premises are to be appropriated, and the general system of management

ment thereof and of the means of raising and the subsequent appropriation of such Revenues as shall or may from time to time arise or be collected in respect to the same, **IT IS HEREBY** covenanted, declared and agreed, by and between all the said parties to these presents, That the said Chapel is for ever hereafter to be maintained as a place of Public Worship, according to the tenets and doctrine of that sect, which is usually denominated "*The Congregational Church*," that is to say, according to the tenets and doctrines contained and expressed in the Catechism of the general Assembly of the Church of Scotland, and in the first, second, fourth, fifth, ninth, tenth, eleventh, twelfth, thirteenth, fifteenth and seventeenth articles of the Thirty-nine articles of the Church of England, and that the Ministers, who shall from time to time officiate in that Chapel, shall be regular Ministers of the said Congregational Church. *And also* that the general management of the letting of the Pews and Seats in the said Chapel, the prices thereof or annual, quarterly, monthly, or other periodical sums to be paid for the same, and the collection thereof and of such other contributions as may be made from time to time for or towards the support and maintenance of the said Chapel, the repairs and improvement of the same from time to time, and other matters connected therewith shall be vested in a Committee of thirteen persons, to be annually elected by the Pewholders or persons having and paying for Pews or Seats in the said Chapel, during the last ten days of the month of April, in every year, and which thirteen persons so elected, shall, accordingly, come into office on the first day of May, in every successive year, and shall be denominated "*The Committee of Management*" for the time being, and shall, accordingly, sit at such times as they may, by any By-Laws or Rules for the guidance of their own practice in that behalf, think proper to appoint, and of which thirteen persons five or more shall be considered as constituting a *Quorum* or competent number for transaction of business. *And also* that out of the said thirteen persons, a Treasurer and Secretary shall also be appointed at such annual general meeting of the Pewholders in the latter end of the month of April, which said last-mentioned officers shall exercise their respective functions during the ensuing year, under the control, management and direction of the other Members of such Committee of Management. *And also* that the Minister who shall, from time to time, officiate in the said Chapel, shall be, from time to time, nominated, removed, elected and chosen by the Pewholders or Persons having or paying for Pews or Seats in the said Chapel.—*And also* that as well upon every such election of Treasurer, Secretary or Committee Men, or any question touching the election, appointment or removal of any Minister or any discussion whatsoever touching, [illegible] or relating to any such Election or removal, the same shall be decide[illegible] majority of the Pewholders or Persons holding and paying for seats i[illegible]apel. *And also* that one third of the annual revenues to be colle[illegible]ent of the Pews or Seats in the said Chapel shall be, from time to [illegible]ad distributed amongst the said sixty-four several persons whose [illegible]tures are hereunder written, with the sum of twenty-five pounds each, [illegible]itten in a line with each of their said respective names or signatures, and [illegible] have accordingly hereby agreed to advance and become sureties for the said sum of twenty-five pounds each, their respective heirs, executors, curators, administrators or assigns, in equal parts, shares and proportions for and towards the payment of all such interest as may, at the time of the distribution thereof be due or owing to all or any of the said sixty-four persons, for any sum or sums of money which may have been advanced or paid by them or any of them, according to the true intent and meaning of these presents, and in case the same shall be more than sufficient for that purpose, then the surplus to go for or towards the reimbursement of the principal of the said several sums of money so agreed to be advanced by them respectively as aforesaid. *And also* that the remaining two thirds of the said annual revenues to be collected for the rent of the Pews or Seats in the said Chapel shall be paid to the Minister of the said Chapel for the time being, under the direction of the said Committee of Management. *And also* that a collection shall be made in the said Chapel once in every Calendar Month, in aid of the general purposes thereof, and the produce of which collection shall until the whole of the debts, charges and incumbrances thereon shall be fully paid, satisfied and discharged, be particularly appropriated under the direction and management of the Committee of Management for the time being in the establishment of a sinking fund, for and towards the liquidation and discharge thereof. *And also* that any of the said sixty-four several persons, parties hereto who are hereinbefore mentioned and described as contributing to the extent of the said sum of twenty-five pounds with interest for and towards the liquidation and discharge of the debts, charges and incumbrances on the said Chapel and premises, and as becoming thereby part Proprietors or Shareholders in the property and beneficial interest thereof, who shall be minded and desirous

* * to

to sell and dispose of his share in such beneficial interest, shall, before he shall so sell or dispose of the same, give one month's notice in writing at the least of such his intention to the said Secretary, who shall thereupon forthwith give notice thereof to the Committee of Management, in order that they may be at liberty to purchase such share out of the funds of the said Chapel for the general interest thereof, either at the same rate at which any other person may be willing and desirous to purchase the same, and such Shareholder might have it in contemplation to dispose thereof, or for the whole of such monies as such Shareholder may have paid, laid out or expended in or about the acquisition thereof, according to the stipulations and provisions hereinbefore contained, with the addition of interest on all such sums, respectively, at the rate of six per Cent, per annum, to be computed from the time of the actual advancement thereof, and that in such case every such Shareholder, having so given notice of his intention to dispose of such share, shall be bound to assign the same to the Treasurer of the said Committee for the time being, or such of the Members of the Committee of Management as they may appoint for that purpose, as Trustees. *And also* that the said Committee of Management shall regularly examine the books of the said Treasurer, and audit his accounts, and examine both the one and the other, with the proper vouchers, four times at the least in every year, to wit, on the second Monday in every month of August, November, February and May, at which periods respectively the accounts of the said Treasurer shall be brought up to the last day of the then preceding month inclusive, and on their being satisfied therewith shall sign a certificate to that effect; the last of the said quarterly examinations or audits up to the end of the month of April in every year, being to be examined by the old Committee, who shall have gone out of office on the first day of May, and the new Committee who shall have came into office on that day taken conjointly. *And also* that a general Meeting of the Pewholders and Shareholders shall be convened annually on on the second Monday in every month of June for the purpose of examining the accounts of the preceding year up to the end of the antecedent month of April, and receiving the reports of the old Committee who shall have gone out of office on the first day of the preceding month of May and of the new Committee who shall that day have come into office, thereon or relative to the affairs of the said Congregation in general and determining thereon, and that on the said accounts being passed by the majority of votes at such general meeting and not before the accounts of the Treasurer and Secretary, and all other persons whatsoever, having any accounts or pecuniary transactions with the said Committee, up to the termination of the preceding month of April, shall be deemed and taken to be finally settled and adjusted. *And also* that it shall and may be lawful, to and for the said Committee of Management, for the time being, to make such By-Laws, Rules and Regulations as they may conceive to be expedient, as well for their own government and that of the Treasurer and Secretary, for the time being, as also for the general government and management of the affairs of the said Congregational Church;—such By Laws, Rules and Regulations having been previously confirmed and established by a general Meeting of the Pewholders and Shareholders, that is to say, either at one of the two general meetings herein-before mentioned, to be holden in the latter end of April, and in the begining of June or at some other general meeting to be specially called for that purpose, and of which ten days notice at least shall have been previously given to each of the persons entitled to attend the same, and from which ultimate approbation by such general meeting only, the same shall be holden to take effect, and to be legitimate By-Laws, Rules and Regulations for the government of the said Committee of management or of the said Congregation. *PROVIDED* always, that neither any thing herein-before contained, nor any By-Laws, Rules or Regulations to be adopted or passed by the Committee of management, or by the Pewholders and Shareholders or other members of the said Congregation or any other matter or thing whatsoever, (save and except the Act or Deed of the said Colin Campbell, his heirs, executors, curators, administrators, or assigns, acting for himself or themselves, solely and individually) shall be holden, deemed, construed or taken to derogate in any manner whatsoever, from any of the rights which he, they or any of them can, shall or may at any time or times hereafter possess, claim, challenge or demand, under or by virtue of the provisions, stipulations and agreements, herein-before contained or the several Promissory Notes herein-before mentioned to be given as a collateral security therewith, or the mortgages or hypotheques granted, created or raised by or under, or by virtue of the said herein-before in part recited Act or Instrument of Mortgage and hypotheque of the twenty-second day of November, one thousand eight hundred and sixteen, or these presents or any other security whatsoever for the said several sums of money advanced or intended to be advanced by him as is herein-before mentioned

tioned for the general benefit and advantage of the said Chapel, but that he the said Colin Campbell, his heirs, curators, administrators and assigns, and each and every of them, whether he they or any of them shall be members of the said Congregation, or of the said Committee of management, or of any such general meeting or assembly or not, shall at all times hereafter and upon all occasions have use, possess and enjoy the same rights, powers, advantages remedies for the recovery of any sum or sums of money whatsoever, which shall or may at any time or times be or become due to them or any of them, under or by virtue of these presents, or of the other securities herein-before mentioned, any of the other stipulations herein-before contained, relating to the management of the said Chapel, or any By-Laws, Rules or Regulations to be passed as aforesaid, or other act, matter or thing whatsoever (except the Act or Deed of himself, the said Colin Campbell or of his heirs, executors, curators, administrators or assigns, acting each of them for himself, solely and individually) to the contrary thereof any wise notwithstanding. AND it is hereby declared and agreed by and between all and every the said parties to these presents, that the whole of the property and beneficial interest in the said several pieces of ground and premises, and the said Chapel thereupon erected and built, with the appurtenances, shall be considered as vested, and the same is accordingly hereby declared to be vested, subject to the several mortgages, hypotheques, charges or incumbrances thereon herein-before-mentioned, in the said several sixty-four persons, whose names or signatures are here-under written, with the sum of twenty-five pounds each set or written in a line with each of their said respective names or signatures, and who have accordingly hereby agreed to advance and become sureties for the said sum of twenty-five pounds each, their respective heirs, executors, curators, administrators or assigns, and that as well the trustees of the said several pieces or parcels of ground mentioned and described in the said herein-before in part recited Act or Instrument of Trust, of the sixteenth day of March, one thousand eight hundred and sixteen, their heirs, executors, curators, administrators or assigns, as all and every other person and persons whomsoever, in whom the legal interest of the said several pieces or parcels of ground and premises, and the Chapel thereupon erected and built, with the appurtenances, shall or may at any time or times hereafter be vested, shall be holden, deemed and taken, to be so possessed thereof, *In trust* only for the proper use and benefit of them the said sixty-four several persons, parties hereto, whose names and signatures are hereunto subscribed, as contributing, and who have accordingly hereby agreed to contribute twenty-five pounds each, for the establishment and improvement of the said Chapel, and the liquidation and discharge of the incumbrances at present existing thereon, in manner and form aforesaid, their respective heirs, executors, curators, administrators and assigns, in equal parts, shares, and proportions, and to or for no other use, trust, end, interest or purpose whatsoever. PROVIDED also, that upon payment by the said Colin Campbell, his heirs, executors, curators, administrators or assigns, of any of the debts or sums of money mentioned or alluded to in the accounts or schedule hereunto annexed, to any person or persons who may possess any lien or security, by way of Mortgage or Hypotheque, or any other incumbrance upon the said two several pieces or parcels of ground and premises, or the Chapel thereupon erected and built, with the appurtenances or any part thereof, every such person or persons shall forthwith assign, transfer and make over every such lien or security, mortgage, hypotheque or incumbrance, unto him the said Colin Campbell, his heirs, executors, curators, administrators or assigns, and that upon the ultimate payment to him the said Colin Campbell, his heirs, executors, curators, administrators or assigns, of all such sums of money as now are, or shall or may at any time or times hereafter become due or payable to him, them, or any of them, under or by virtue of these presents, or the several other securities herein-before mentioned, or the said several Promissory Notes intended to be given as a collateral security herewith, together with all interest and arrears of interest, respectively, and every part thereof, he the said Colin Campbell shall forthwith assign, transfer, and set over unto such person or persons, not exceeding five in number in the whole, as may by any joint Act to be passed before Notaries Public by the said sixty-four several Shareholders, or their legal representatives, be nominated and appointed as Trustees, in trust for the general benefit and advantage of the said Shareholders, through the intervention of such Trustees;—so that they, the said Shareholders, may become equitably possessed of and entitled to all the same rights privileges, remedies and advantages which he the said Colin Campbell, his heirs, executors, curators, administrators and assigns might have antecedently possessed or been entitled to, under or by virtue of these presents, or the several other securities herein before-mentioned. *And also*, that when and so soon as the said Colin Campbell, his heirs, executors, curators, administrators

or

or assigns, and each and every of them, and also the said Shareholders and their legal representatives, and each of them, shall have been fully and wholly reimbursed all and every the sums of money now or at any time or times hereafter to become due or owing to them, or any of them under or by virtue of these presents, or in respect thereof, or of the several matters and things hereinbefore mentioned, they and each of them shall forthwith assign, transfer and make over unto any person or persons not exceeding the number of five in the whole, who shall or may be nominated or appointed by the Committee of management, as Trustees thereof for the general benefit and advantage of the said Chapel, all their and each of their rights, interests, charges, mortgages, hypotheques and encumbrances whatsoever upon the said several pieces and parcels of ground and premises or the said Chapel thereupon erected and built with the appurtenances under or by virtue of these presents or the said several other securities hereinbefore-mentioned or otherwise howsoever, so that such Trustee or Trustees may be subrogated in and become possessed of and entitled to all such rights, interest, charges, mortgages, hypotheque and encumbrances whatsoever upon the said several pieces and parcels of ground and premises or the said Chapel thereupon erected and built with the appurtenances under or by virtue of these presents or of the said several other Securities hereinbefore mentioned, in trust for the general benefit and advantage of the said Chapel.—For thus, &c. Notwithstanding, &c. Promising, &c. Renouncing, &c.—THUS DONE and passed at the Office of ARCHIBALD CAMPBELL, one of us the said Notaries in the said City of Quebec on the day and year first above written in the forenoon and signed by the said parties respectively, having been first duly read according to Law.

C. Campbell

Signed on the original Alexr. Haddan, Wm. Bruce, Zacharias Goff, Richard Fielders, James Penny, Samuel Brown, George Spratt, Trustees—Alexr. Haddan, twenty-five pounds; Wm. Bruce, twenty-five pounds; Zacharias Goff, twenty-five pounds; Richard Fielders, twenty-five pounds; James Penny, twenty-five pounds; Wm. Sheppard, twenty-five pounds; Charles Selwyn, twenty-five pounds; John Bruce, twenty-five pounds; Wm. Maurice, twenty-five pounds; John Douglas, twenty-five pounds; James Woodhead, twenty-five pounds; James Fraser, twenty-five pounds; Richard, Fielder, accepting hereof and signing for and in the name of my Grandson Richard Fielders, for whom *je me porte fort*, twenty-five pounds; Wm. Fielders, twenty-five pounds; Richard May, twenty-five pounds; William Hossack, twenty-five pounds; John Glass, twenty-five pounds; John Phillips, twenty-five pounds; William Phillips, twenty-five pounds; Thomas Jamieson, twenty-five pounds; James Birch, twenty-five pounds; John Miller, twenty-five pounds; Robt. Richardson, twenty-five pounds; Robt. Haddan, twenty-five pounds; James Douglass twenty-five pounds; John Musson, twenty-five pounds; Wm Budden, twenty-five pounds; Simon Fraser, twenty-five pounds; David Douglas, twenty-five pounds; William Torrance, twenty-five pounds; David Bellhouse, twenty-five pounds; John Le Lacheur, twenty-five pounds; John Romain, twenty-five pounds; William Millar, twenty-five pounds; John Munn, twenty-five pounds; Richd. Brown, twenty-five pounds; John Graddon, twenty-five pounds; Frederick Perry, twenty-five pounds; Agnes Munn, twenty-five pounds; Benjamin Torrance, twenty-five pounds; Robt. Gibb, twenty-five pounds; John Anderson, twenty-five pounds; William Hogg, twenty-five pounds; J. Lawson, twenty-five pounds; James Gibb, twenty-five pounds; Thomas Gibb, twenty-five pounds; James Fraser, twenty-five pounds; James Coventry, twenty-five pounds; John Bell, twenty-five pounds; John Young, twenty-five pounds; William Parry, twenty-five pounds; John Lees, twenty-five pounds; James McCallum, Snr. twenty-five pounds, Alexander Miller, twenty-five pounds; James Saillie, twenty-five pounds; Fanny Munn, twenty-five pounds, Joseph Dounton, twenty-five pounds; Thomas Davison, twenty five pounds; Robert Symes, twenty-five pounds; Joseph Morrin, twenty-five pounds; Mathew McClure, twenty-five pounds; Joshua Satchite, twenty-five pounds; William Hicks, twenty-five pounds; John Rowley, twenty-five pounds; Thomas Gibb, twenty-five pounds;——C. HUOT, Notary Public, ARCHD. CAMPBELL, Notary Public, as appears by the same remaining of record in my Office.