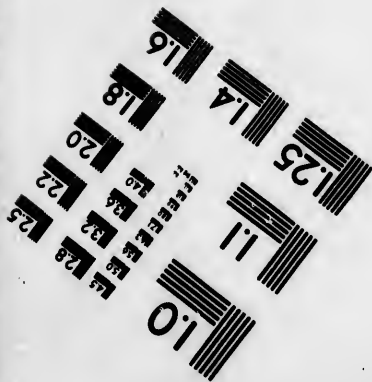
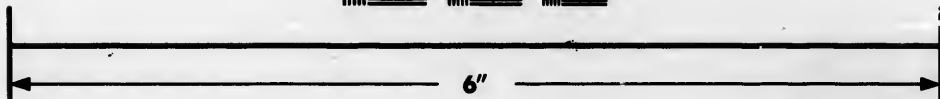
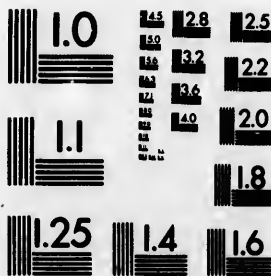


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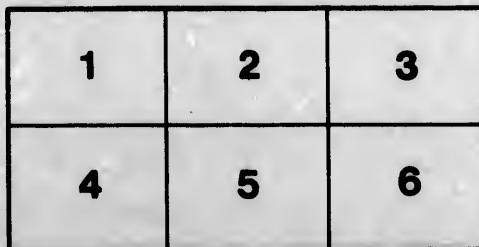
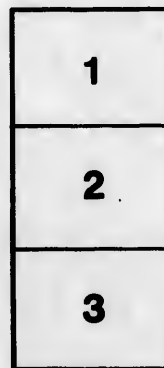
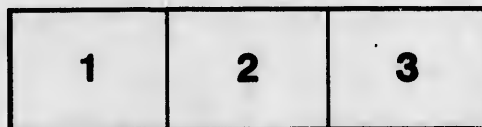
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ARTICLES

OF ASSOCIATION OF THE MONTREAL FIRE INSURANCE COMPANY.

To all whom these presents shall come, or whom the same may in any wise concern.—Be it known that we whose names are hereunto subscribed, have formed and entered into an association or limited copartnership for the purpose of insuring against accidents by Fire, and do hereby covenant, promise and agree to and with each other to carry on in the city of Montreal, in the province of Lower Canada, jointly and for our joint benefit and behoof, the said business of insuring against accidents by fire, by and under the name of the MONTREAL FIRE INSURANCE COMPANY, in the manner, and upon the terms and conditions in the following articles mentioned and contained, which articles we do hereby declare shall be, and be taken and considered to be fundamental articles of our said association or copartnership, by which we, our heirs, executors, curators, administrators and assigns, and all and every person and persons, who shall or may hereafter transact business with the said association or copartnership, shall be governed and bound:—

First.—The capital stock of the said association or copartnership, shall not exceed two hundred and fifty thousand pounds current money of this Province, to be divided into five thousand shares of fifty pounds each, and for the purpose of raising the said capital stock, a book of subscription in the first and succeeding pages of which these articles of copartnership shall be written, shall be opened at the said city of Montreal after ten days notice in at least two of the Newspapers printed and circulated in this Province under the superintendance of John Forsyth, Austin Cuvillier, Benjamin Beaubien, Alexander Hart, Joseph Bedard, James Woolrich, Horatio Gates, John Brown, and Joseph Perrault, or any three of them, which book of subscription shall continue open under the superintendance of the said persons above named, or any three of them, and

there shall have been an election of directors of the said association or copartnership, as herein after provided, or until the whole of the said capital stock shall have been subscribed; with the exception of one thousand shares, which shall be reserved to be disposed of by a majority of the directors, at such time and place, and under such rules, restrictions and regulations as they may order and direct; every person, copartnership, body politic, or corporate, who shall or may become a member or members of the said association, or copartnership, may subscribe for such, or so many shares, as he, she, or they, shall think fit, not exceeding in the first instance twenty shares.—And it is hereby agreed, by and between the parties to these presents, that the shares in the said association or copartnership, shall be payable in gold or silver coin, current in this Province, in the manner following, that is to say, two and a half per centum of the amount of the said shares, respectively as a deposit at the time of subscribing, five per centum of the amount of the said shares respectively, within thirty days after directors of the said association or copartnership shall have been elected, in the manner herein after provided; other five per centum of the amount of the said shares respectively, at such time as the payment thereof may be required by the directors of said association or copartnership for the time being, after thirty days previous notice in at least two of the Provincial Newspapers, and for the payment of the remainder of the said shares respectively in such installments, not exceeding severally, five per centum of the capital stock as the said directors for the time being may require, security shall be given of such a nature and in such form as the said directors shall and may prescribe and to the satisfaction of the said directors, but the actual payment of no part of the said remainder of the said shares shall be required, except for the satisfaction of loss or damage by fire for which the said association or copartnership shall have become liable, and no installment shall be exacted till after thirty days previous notice shall have been given in at least two of the Provincial Newspapers.

Secondly—It is further covenanted and agreed, by and between the said parties to these presents, that whenever the sum of two thousand pounds shall have been actually paid on account of the subscriptions to the said stock, notice thereof shall be given by the persons under whose

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superintendance the same shall have been received in at least two of the Provincial Newspapers, and the said persons shall at the same time in like manner notify the time and place of holding a meeting of the subscribers, which shall be at the distance of not less than ten days from the time of such notification for proceeding to the election of the number of directors herein after mentioned, and such election shall then and there be made by a majority of shares voted for, in manner herein after prescribed in respect to the annual election of directors, and the persons who shall be then and there chosen shall be the first directors and shall be capable of serving until the expiration of the day fixed for making the annual election, and the directors so chosen shall as soon after as circumstances will permit, commence and proceed to carry on the business of the said association or copartnership, but no policy of insurance against loss or damage by fire shall be made, by or on the part of the said association or copartnership, till the sum of ten thousand pounds in gold or silver coin shall have been actually paid and received on account of the subscriptions to the said capital stock.

Thirdly—And it is further covenanted and agreed, by and between the said parties to these presents, that if the said capital stock of two hundred and fifty thousand pounds should not be subscribed within one month after the said book of subscription shall have been opened, then, and in that case, it shall and may be competent to any former subscriber or subscribers to increase his or their subscription or subscriptions to the number of thirty shares, but no subscriber shall be permitted to hold more than thirty shares, unless the same be acquired by purchase after the whole amount of the said capital stock shall have been subscribed for. And, if the whole amount of the said capital stock should not be subscribed for within two months after directors shall have been appointed, the said book of subscription shall be closed, and the said association or copartnership shall thence forward carry on the said business of insuring against fire.

Fourthly—And it is further covenanted and agreed, by and between the said parties to these presents, that for the good management of the business of the said association or copartnership, there shall be eighteen directors, who shall be annually elected by the proprietors or holders of the

said capital stock at a general meeting of them, to be annually held on the first Monday in July, at which annual meeting, the said proprietors and stockholders shall vote according to the rule herein after established in respect to voting at general meetings; and the directors so chosen by a majority according to such rule, shall, unless removed or suspended as herein after provided, be capable of serving as directors for twelve months from the period of their election, and at their first meeting after such election shall choose out of their number a President and Vice President, and their places respectively, when vacant by death, resignation, absence from the Province, or removal, from time to time fill up, and when the vacancy in the office of directors shall be occasioned by the removal of a director, by the stockholders, such vacancy shall be filled up by the stockholders, and when the office of director becomes vacant by the death or resignation of a director, or his absence, from the Province, for three months at a time, the vacancy so produced shall be filled up by the other directors or a majority of them, and the director or directors appointed to fill up such vacancy, or vacancies, shall serve till the next succeeding general meeting for the election of directors.

Fifthly—And it is hereby further covenanted and agreed by and between the said parties to these presents, that the number of votes to which each stockholder, copartnership, body politic or corporate, holding stock in the said company shall be entitled on every occasion when in conformity to the provisions and requirements of these articles, the votes of the stockholders are to be given shall be in the proportion following; that is to say, for one share and not more than two, one vote; for every two shares above two and not exceeding ten, one vote, making five votes for ten shares; for every four shares above ten and not exceeding thirty, one vote, making ten votes for thirty shares; for every six shares above thirty, and not exceeding sixty, one vote, making fifteen votes for sixty shares; and for every eight shares above sixty, and not exceeding one hundred, one vote, making twenty votes for one hundred. But, no person or persons, copartnership, body politic or corporate, holding shares in the said capital stock, shall in any case be entitled to a greater number than twenty votes, and the votes of the stockholders shall be given by the persons entitled to give the same in person, and not by proxy.

Sixthly—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that, of the eighteen directors to be elected and appointed as aforesaid, twelve shall be persons actually resident in the City of Montreal, at the time of their election and during the period for which they shall serve as directors, and the remaining six directors shall be persons residing within this Province, and no person other than a stockholder holding at least twenty shares in the capital stock of the said association or copartnership, and being a natural born subject of His Majesty, or a subject of His Majesty naturalized by act of the British Parliament, or a subject of His Majesty by the effect of the conquest and cession of this Province, or who shall have resided seven years in this Province, one of which shall have immediately preceded the day of election, shall be capable of being elected a director of the said association or copartnership or shall serve as such.

Seventhly—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that seven directors in office at the time of the election of directors, shall be re-elected for the next succeeding twelve months. No director shall be entitled to any salary or emolument for his services, unless the same shall have been allowed to him by a general meeting of the stockholders; but the stockholders may make such compensation to the President or Vice President for their extraordinary attention to the business of the copartnership, as shall appear to them to be reasonable and proper.

Eighthly—And it is hereby further agreed, by and between the said parties to these presents, that not less than seven directors shall constitute a board for the transaction of business, whereof the President or Vice President shall always be one, except in case of sickness or necessary absence, in which cases their places may be supplied by any other director, whom, the President or Vice President being sick or absent as aforesaid, respectively shall by writing under his hand, appoint for that purpose. The President and Vice President shall vote at the board as directors, and in cases where there may be an equal number of votes for the affirmative and negative of any question before them, the President, or in his absence the Vice President, shall have the casting voice.

Ninthly—And it is hereby further covenanted and agreed,

by and between the said parties to these presents, that the directors for the time being shall have power to appoint such officers, clerks and servants, under them, as shall be necessary for carrying on the said business of the said association or copartnership, and to allow them such compensation for their services respectively, as shall be reasonable and proper, which with house rent, and all other contingent expences, shall be defrayed out of the funds of the said association or copartnership. The said directors for the time being shall likewise be capable of exercising such other powers and authorities, for the well regulating and ordering of the affairs of the said association or copartnership, as shall be prescribed by the rules, orders and regulations thereof.

Tenthly—And it is hereby further covenanted and agreed by and between the said parties to these presents, that the directors of the said association or copartnership for the time being, or a majority of them, shall have full power and authority to make such rules, orders and regulations, not repugnant to the Laws of this Province, or to the articles of this agreement, as by the said directors or a majority of them shall be judged expedient or necessary, as well for the direction, conduct and good government of the said association or copartnership, as of its funds, property, and concerns, and the same to repeal, alter, and amend, as may be deemed fit and expedient; provided that no such rules, orders or regulations, or the repeal, alteration, or amendment thereof, shall have any force or effect, until the same shall have been sanctioned and confirmed by a majority of votes at a general meeting of the stockholders in the said association or copartnership, to be called in the manner herein after provided.

Eleventhly—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that the directors for the time being, shall keep, or cause to be kept, just, true, and fair accounts of all deposits, installments, premiums, interest, and other monies or effects received by them, or either of them, or under their orders or superintendance, from the subscribers or stockholders in the said association or copartnership, and from any other person and persons, for and on account of the said association or copartnership; and of all monies by them and the persons acting under their orders, paid or expended, for,

and an account of the said association or copartnership, of which the said directors shall, at least once in every year, render and submit an account or accounts, to a general meeting of the stockholders, duly called and assembled for that purpose. And the said directors shall also keep, or cause to be kept, just, true and fair accounts of all and every the profits and advantages accruing to the said association or copartnership, and shall declare and make such dividend of the clear profits and income of the said association or copartnership as to the directors shall appear advisable, to and among the stockholders, on the first day of March and October, and shall afterwards annually, on the said first day of March and October of each year declare and make a half yearly dividend of so much clear profits and income to and among the said stockholders, and shall give previous notice in one or more of the Newspapers, of the time and place, when and where, the payment of such dividends is to be made.

Twelfthly—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that any number of stockholders, not less than forty, who together shall be proprietors of three hundred shares, shall have power at any time to call a general meeting of the stockholders, for, and respecting matters relating to the business and concerns of the said association or copartnership, to be held after notice of at least six weeks in one or more of the Newspapers, published in the City of Montreal, in which notice shall be specified, the time and place of holding such meeting, and the object or objects thereof; and the directors for the time being, or any seven of them, shall have a like power to convoke general meetings of the stockholders when they may deem it necessary, upon their giving like notice. And if the object for which any general meeting called, either by the stockholders or directors as aforesaid, shall be to take into consideration the proposed removal of the President, Vice President, or other director or directors, for mal-administration; then, and in such case, the person or persons so proposed to be removed, shall, from the day on which such notice shall first be published, be suspended from the execution of the duties of his, or their office, or offices, and if the person proposed to be removed be the President, or Vice President, his place shall be filled up by the other directors, who shall

appoint one of their number to serve in his stead, during the time of such suspension.

Thirteenth—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that every treasurer, secretary and clerk, of the said association or copartnership, before he enters upon the duties of his office, shall enter into a bond with two or more sureties, to the satisfaction of the directors for the time being, for the honest, and faithful discharge of their respective duties, and for their good behaviour; and the penalty in the bond so to be given by the treasurer, shall not be less than five thousand pounds.

Fourteenth—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that the said association or copartnership, shall not directly, or indirectly, engage, or be concerned in any trade, or commercial dealings, nor in any other business, save and except the assurance of property against losses or damages by fire, and shall not in any manner or way lend any money or monies, on mortgage or mortgages or hypothecate on real or immoveable property, except public funds and stock which the directors may purchase with any monies held by them to be disposed of for the ready payment of any losses or accidents by fire, nor acquire or hold any lands, or tenements, or real estate, except such as may be necessary for carrying on and transacting the business of the said association or copartnership.

Fifteenth—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that if any stockholder or stockholders, in the said association or copartnership, shall refuse or neglect to pay at such time as may be appointed for the payment thereof the first installment of five per centum to be paid next after the deposit of two and one half per centum herein before mentioned, such stockholder or stockholders, so neglecting, shall forfeit the said deposit, to and for the use of the said association or copartnership, and the stock shall be sold at public sale for the benefit and behoof of the said association or copartnership. And if any stockholder or stockholders in the said association or copartnership shall refuse or neglect to pay at such time as may be appointed for the payment thereof, any subsequent or other installment payable by him or them in pursuance of these articles, or shall

refuse or neglect after the payment of the two installments of five per centum herein before mentioned, to give such security as may be required by the directors for the payment of the remainder, or any part of the remainder of their share or shares, in the said association or copartnership as herein before mentioned, within the time that may be prescribed by the said directors, such stockholder or stockholders so refusing or neglecting to pay such installments, or to give such security as aforesaid, shall forfeit the original deposit of two and a half per centum and all installments previously paid, and also all dividends and profits which may have accrued or become due, or payable upon or by reason of his or their share or shares in the said association or copartnership, prior to the time appointed for the payment of such installments or the giving of such security as aforesaid and all dividends and profits which may accrue and become due or payable during the time that may elapse before such instalment be paid, or such security be given.

Sixteenth—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that the shares of capital stock in the said association or copartnership, shall be assignable, and transferable in such manner and form, as may be regulated and determined in that behalf by the directors or the majority of them: but no assignment or transfer of a share or shares, in the said stock, shall be valid or effectual, unless such assignment or transfer be entered and registered in a book or books, to be kept by the said directors for that purpose, nor until the person or persons making the same, shall have paid and discharged all installments, sum and sums of money, by him or them due, or payable at the time of such assignment or transfer to the said association or copartnership, and in no case shall a fractional part of a share, or other than an entire share or shares be assignable or transferable. And it is further agreed, by and between the said parties, that any stockholder who shall assign or transfer his stock or shares in the said association or copartnership, to any other person or persons in the manner herein before mentioned, and shall fulfil the aforesaid conditions for the validity of such transfer, shall *ipso Jure* cease to be a member of the said association or copartnership, and the person or persons to whom such assignment or transfer shall have been made, and who shall have accepted the same shall *ipso Jure* be

come and be a member of the said association or copartnership, under and subject to all and every the covenants, clauses, matters and things, in these articles of agreement contained.

Seventeenth—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that as soon as the sum of ten thousand pounds, part of the capital stock, shall have been paid into the hands of the directors for the time being, on account of the subscriptions to the said stock, notice shall by the said directors be given in the Provincial Newspapers that the said association or company is ready to make and grant policies of assurance against loss or damage by fire. And thereupon the said directors shall, and they are hereby authorized to grant and issue, for such premiums as they may deem reasonable, policies of assurance against loss or damage by fire at the city of Montreal and elsewhere, in the name and for the account and risk of the said MONTREAL FIRE INSURANCE COMPANY, as the said directors may see fit, which policies shall be signed by the President or Vice President and two other directors of the said association or copartnership, and be duly attested and registered by the secretary or treasurer thereof for the time being, and in none of the said policies shall insurance be made or granted, to a greater amount than eight thousand pounds in one risk; provided always that in all and every policy and policies of assurance or other contract or instrument by reason or means whereof the said association or copartnership shall, can, or may, in any manner or way be charged with, or made liable for the payment of any sum or sums of money, it shall be clearly and specially declared and made known, that the joint stock only of the said association or copartnership shall be liable for the said fulfillment thereof, and that no stockholder in the said association or copartnership, shall be individually bound by such policy or policies, contract or instrument for or towards the fulfillment thereof, to any greater amount than of his or her proportion, which shall in no case exceed, and shall be payable from and out of the amount of his or her shares in the joint stock of the said association or copartnership.

Eighteenth—And it is hereby further covenanted and agreed, and expressly and explicitly declared by the parties to these presents, that the joint stock of the said association or

Copartnership, shall alone be responsible for and liable to the payment of any debt or debts, damages, dues, claim or claims, demand or demands, upon or against the said association or copartnership, and no person or persons who now are, or at any time or times hereafter shall or may be subscribers or stockholders in the said association or copartnership, is, shall, may, or can be personally or individually in any manner or way whatever responsible for or by reason of any contract or contracts, engagement or engagements, entered into by or in the name of the said association or copartnership, nor liable to pay any sum or sums of monies, debts, dues, or demands of any nature or kind which may be due by, or be claimed from and against the said association or copartnership.

Twentieth—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that all suits or actions to be brought against the said association or copartnership or against the members thereof by reason of their said copartnership may be brought against the said association or copartnership in its collective name, or against the president or directors for the time being, and that process issuing out of any court or courts in this District, in any such suits or actions, and served at the office or place where the business of the said association or copartnership shall be carried on in the city of Montreal, shall be held and taken to be legal and sufficient service of such process, and it shall be the duty of the said president or directors against whom such suits or actions shall have been so brought, to appear and answer on the said process, without objecting to its legality, and without making it a ground of exception to such suits or actions, that all the partners in the said association or copartnership have not been joined as defendants in the said suits or actions, so that the real merits of such suits or actions may alone be made the subject of contest: and that every order, sentence and judgement which may or shall be given, made, or rendered in such suits or actions by the court or courts in which the same shall have been instituted as aforesaid shall be as binding on all the stockholders in the said association or copartnership in respect to the amount of their respective shares therein, as if they had been made defendants in the said suits or actions.

Twentieth—And it is hereby further covenanted and agreed, by and between the said parties to these presents, that the association and limited copartnership herein before contracted and formed, shall continue till the first day of March, which will be in the year of our Lord one thousand eight hundred and forty one and no longer: but the proprietors or holders of two thirds of the stock in the said association or copartnership at a general meeting of the stockholders, after six months previous notice in all the newspapers, printed and published in this Province, in which the object of such meeting shall be stated, may, and are hereby authorised and empowered to dissolve the said copartnership at any prior period: provided also, and it is hereby expressly and explicitly agreed, by and between the said parties that the said association or limited copartnership hereby established, shall not cease by or upon the death, natural or civil, or the bankruptcy of any stockholder or stockholders in the said association or copartnership, but that notwithstanding such death or bankruptcy the said association and copartnership shall continue and subsist as if such event had not occurred.

Lastly.—We the undersigned parties to these presents, do hereby covenant and agree, to and with each other, that we will respectively take in the joint stock of the said association or copartnership, the number of shares written, and specified and subjoined to and after our several and respective names and firms hereunto subscribed, on the terms and conditions, and subject to the covenants and agreements herein before contained.

In faith and testimony whereof, we the said undersigned parties to these presents have hereunto set our hands, at the City of Montreal, in the Province of Lower Canada, the twelfth day of October, in the year one thousand eight hundred and eighteen.

