

A G R E E M E N T

BETWEEN:

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING, (McGill University), a body corporate and politic, duly incorporated, having its principal place of business in the City of Montreal, in the Province of Quebec, herein acting and represented by Orville Seivwright Tyndale, the Chancellor of McGill University, and John Wilson McConnell, a Member of the Executive and Finance Committee of the Board of Governors,

duly authorized for the purposes hereof, in virtue of a resolution of the Board of Governors, passed on the tenth day of November, 1948, a duly certified copy of which is annexed hereto,

hereinafter for brevity referred to as "McGill",

PARTY OF THE FIRST PART,

-AND-

THE JOINT BOARD OF THE THEOLOGICAL COLLEGES affiliated with McGill University, a body corporate and politic, duly incorporated by the Act, 4 George V, Quebec, Chapter 160, having its Head Office in the City of Montreal, herein acting and represented by J.M. Birks, Chairman, and Mostyn Lewis, Honorary Secretary,

duly authorized for the purposes hereof in virtue of a Resolution passed at a Meeting of the Members, acting both in their quality as Members of The Joint Board of the Theological Colleges affiliated with McGill University and as Governors of the Corporation, on the second day of November, 1948, a duly certified copy of which is annexed hereto,

hereinafter for brevity referred to as  
"the Joint Board"

PARTY OF THE SECOND PART,

-A-

THE UNITED THEOLOGICAL COLLEGE, MONTREAL, a body corporate and politic, duly incorporated by the Act 18-19, George V, (Canada), Chapter 83, having its principal place of business in the City of Montreal, herein acting and represented by John B. Challies, the Chairman, and Reverend Doctor George G.D. Kilpatrick,

duly authorized for the purposes hereof in virtue of a Resolution of the Board of Governors, which was passed on the fourth day of October, 1948, a duly certified copy of which is annexed hereto,

hereinafter for brevity referred to as "U.T.C.",

PARTY OF THE THIRD PART,

-AND-

MONTREAL DIOCESAN THEOLOGICAL COLLEGE, a body corporate and politic, duly incorporated by the Act 42-43, Victoria, (Quebec), Chapter 72, having its principal place of business in the City of Montreal, herein acting and represented by the Right Reverend John Dixon, Lord Bishop of Montreal, and Percy R. Gault,

duly authorized for the purposes hereof in virtue of a resolution of the Board of Governors,

which was passed on the twenty-first day of October 1948, a duly certified copy of which is annexed hereto, hereinafter for brevity referred to as "Diocesan College",

PARTY OF THE FOURTH PART.

WHEREAS the Joint Board, U.T.C., the Diocesan College and McGill are interested in the establishment

by McGill of a Faculty of Divinity within McGill University, and such Faculty of Divinity has been established and commenced its operations as a component part of the University on the first day of September, 1948, the whole upon the terms and conditions, under the restrictions, and in view of the mutual advantages and considerations hereinafter set forth.

THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. McGill has caused to be established by McGill University a Faculty of Divinity which commenced its operations on the first day of September, 1948, and the Dean and Members of such Faculty shall, as from that date, enjoy the rights and assume the responsibilities normal and appropriate to their respective stations in the University; and such Faculty of Divinity shall be continued in existence and maintained and operated by McGill subject to the restriction as to time which is set forth in Paragraph 17 of this Agreement and its sub-paragraphs.
2. The Joint Board undertakes and agrees to transfer to McGill forthwith, but as of September first, 1948, free and clear of charges and encumbrances of every kind, and with a good and marketable title, the immovable property in the City of Montreal now owned by it which is commonly known as Divinity Hall, and may be described as follows:

That certain parcel of land fronting on University Street in the City of Montreal forming part of lot Eighteen hundred and thirteen A (pt. 1813A) on the Official Plan and Book of Reference of the St. Antoine Ward of the City of Montreal, measuring One hundred and thirteen feet and three-tenths of

a foot in width in front along University Street, One hundred and twelve feet and six-tenths of a foot in width in rear by a depth of One hundred and eighteen feet and five-tenths of a foot in its North-west line and One hundred and nineteen feet and three-tenths of a foot in its South-east line, bounded in front to the North-east by University Street, in rear to the South-west by Lot Eighteen hundred and seven (1807) on the said Official Plan, on one side to the North-west by another portion of said Lot Eighteen hundred and thirteen A (pt. 1813A) belonging to the Purchaser and being the portion of the said lot which was acquired by the Purchaser from Henry Simms et al by Deed of Sale executed before H.B. McLean, Notary, on the fifteenth day of June Nineteen hundred and twenty-nine and registered in the Registry Office for the Registration Division of Montreal under the Number 215719 and on the other side to the south-east by another portion of said Lot Eighteen hundred and thirteen A (pt. 1813A) belonging to the Purchaser and being the portion of the said lot which was acquired by the Purchaser from The United Theological College, Montreal, by Deed of Sale executed before R.H. Barron, Notary, on the Eleventh day of June Nineteen hundred and forty-five and registered in the said Registry Office under the Number 618694.

With the three-storey stone building thereon erected bearing Civic Numbers 3510, 3520 and 3522 University Street.

Together with and subject to the right of passage on a passage twenty-nine feet in width by the depth between University Street and the said Lot eighteen hundred and seven (1807) as more particularly created and described in the Deed of Sale from The United Theological College, Montreal, to the Joint Board of the Theological Colleges affiliated with McGill University, executed before R.H. Barron, Notary, on the twenty-seventh day of August, Nineteen hundred and twenty-nine and registered in the

said Registry Office under the Number 222212.

The property is shown edged in green on a Plan prepared by C.C.Lindsay, Q.L.S., dated the eighth day of July Nineteen hundred and forty-eight.

...

3. The Joint Board undertakes and agrees to transfer and deliver, also, to McGill forthwith, but as of September first, 1948, all of its stocks, bonds, debentures, mortgages, balances of price of sale, and other securities and claims of every kind and description, whether secured by privilege or hypothec or not, as set forth in detail in the schedule which is attached hereto and marked "A" and which forms part of this Agreement.

4. McGill undertakes and agrees to maintain such securities, and all other funds and investments which it will so receive from the Joint Board, entirely separate and distinct from its other securities, funds, investments and endowments, until September first, 1953, or to the date of any cancellation of this Agreement under the terms of the Cancellation Clauses herein-after set forth which may occur prior to that date; but McGill shall have the right to administer such securities, funds and investments, and to realize upon and change investments from time to time, the whole in its absolute discretion; provided that, whether before or after the said first day of September, 1953, the said securities, funds, investments and endowments, shall be administered for the benefit of the Faculty of Divinity.

5. The Joint Board undertakes and agrees to transfer and deliver, also, to McGill forthwith, but as of September first, 1948, all of its other assets of every kind and description, of whatsoever the same may consist and wheresoever situate, and, without limiting the generality of this obligation, including its windows, library, (with the exception of books which bear the

stamp or book-plate of U.T.C.), organ, furniture and fixtures, paintings and other moveable property and effects of all kinds, whether attached to or located in Divinity Hall or not, cash on hand or on deposit in any bank or banks or other institutions receiving deposits, and all credits and interests of every kind, the whole as set forth in the schedule attached hereto and marked "B", which schedule forms part of this Agreement.

6. McGill undertakes and agrees to assume and become responsible for, and pay or otherwise discharge, all of the debts and liabilities of the Joint Board as at September first, 1948, and it is declared by the Joint Board that its assets and liabilities as at September first, 1948, will be substantially as set forth in the Balance Sheet of the Joint Board as of March thirty-first, 1948, subject to such changes as may have occurred between that date and September first, 1948, in the normal course of its operations; a copy of the said Balance Sheet as of March thirty-first, 1948, which is attached hereto and marked "C", and a schedule of the debts and liabilities so assumed by McGill, as of September first, 1948, which is attached hereto and marked "D", form part of this Agreement.

7. U.T.C. undertakes and agrees to pay and contribute to McGill, annually, reckoning from the first day of September, 1948, towards the cost of the maintenance and operation by McGill of the said Faculty of Divinity, the sum of ten thousand five hundred dollars (\$10,500.), which shall be payable in and by equal, consecutive, quarterly payments, the first of which shall be made on the first day of December, 1948.

8. Diocesan College undertakes and agrees to pay and contribute to McGill, annually, reckoning from the first day of September, 1948, towards the cost of the maintenance and operation by McGill of the said Faculty of Divinity, the sum of six thousand five hundred dollars (\$6,500.), which shall be payable in and by

equal, consecutive, quarterly payments, the first of which shall be made on the first day of December, 1948.

9. It is understood and agreed between the parties hereto that McGill will not charge any tuition fees in the Faculty of Divinity to students registered in the said Faculty who are regular candidates for ordination and registered as such in either U.T.C. or Diocesan College; it is, however, understood and agreed between the parties hereto that McGill shall have the right at any time to re-open the subject of fees in the event of any material changes arising in the future in the factors affecting this subject, with the view of seeking a variation or change in accordance with Paragraph 22 hereof.

10. McGill undertakes and agrees to set aside from year to year, towards the cost of maintaining and operating the said Faculty of Divinity, amongst other amounts, the net revenue which will be derived by it from all amounts which have been contributed to McGill from time to time in the past and which may be contributed in the future for the purposes of the proposed Faculty of Divinity and to use the same for such purposes; if in any year the revenue available exceeds the amount required for that year, such excess shall be accumulated for the future uses of the Faculty.

11. McGill undertakes and agrees to assume the responsibility for the operation of Divinity Hall, as from September first 1948, and to maintain the property in a condition at least equal to that in which it was when handed over to McGill on the first of September, 1948, subject to reasonable wear and tear, and McGill undertakes and agrees also to maintain fire insurance upon the building and its contents for an amount of not less than five hundred and seventy-eight thousand dollars (\$578,000.), the policies to carry the supplemental contract and replacement cost endorsements,

-8-

the whole until September first, 1953, or to the effective date of any cancellation of this Agreement, under the terms of the Cancellation Clauses hereinafter set forth, which may occur prior to that date.

12. McGill undertakes and agrees that, so long as the present Agreement remains in full force and effect, the Faculty of Divinity shall have the same status as any other Faculty in the University participating appropriately in the services of all the University Departments under the general authority of the Administrative Officers of the University.

13. Divinity Hall shall be the Headquarters of the Faculty of Divinity and McGill undertakes and agrees that the Dean of the Faculty shall be the Director of Divinity Hall and as such shall have full jurisdiction and control over it, in accordance with the established University custom. The use of Divinity Hall shall be restricted, in general, to such purposes as it was intended to serve.

14. McGill undertakes and agrees that the Librarian shall be responsible to the Dean for the operation of the Library but shall be under the supervision of the University Librarian.

15. McGill undertakes and agrees that the University will retain the services of the subordinate staff in Divinity Hall, as it existed on the first of September, 1948, so long as the quality of service and economy of operations will permit of its doing so.

16. McGill undertakes and agrees that the benefits of the University Pension, Group Insurance, and Group Hospitalization Plan will be extended to all members of the teaching and non-teaching staff of the Faculty, as from and after September first, 1948, in accordance with the terms of these plans, and every effort will be made to safeguard and give sympathetic consideration to the financial situation of all members of the said staff, having regard to



any other plan to which any such member is, or may be, a contributor; McGill, however, accepts no legal or financial obligation whatever towards any person who may be a member of the staff of the Joint Board, or of U.T.C., or of Diocesan College, in regard to services rendered to any of the three bodies last above mentioned prior to September first, 1948.

17. While it is the intention of all the parties hereto that the present Agreement is being entered into with the object of the proposed Faculty of Divinity within the University being a permanency, it is understood and agreed by all of the parties hereto that any of them shall have the right to give a written notice of six months to each of the other parties, at any time up to the last day of February, 1953, of its intention to withdraw from the Agreement after the expiration of a period of six months from the date of the giving of such notice to the other parties, the whole as more fully and in detail hereinafter set forth.

(a) In the event of either McGill or the Joint Board giving to the other three parties hereto the written notice of six months above referred to, this Agreement shall, from the date of the expiration of the said period of six months, be considered as being absolutely cancelled and annulled for all legal purposes, and in either case McGill shall re-transfer to the Joint Board, as soon as is reasonably possible, the immoveable property hereinabove described and referred to as Divinity Hall, free and clear of all encumbrances, together with all of the securities, funds and investments of every kind which had been transferred by the Joint Board to it under the terms of the present Agreement, and/or such other securities and investments as shall have been acquired in replacement of any of the securities and investments so originally acquired by McGill from the Joint Board which shall have been sold or otherwise disposed of by McGill, as well as all other assets of

every kind and description which shall have been acquired by McGill from the Joint Board as at the first of September, 1948, under the terms of the present Agreement, all expenses of every kind which shall be necessarily incurred in connection with such re-transfer of immoveable property and other assets of every kind to be paid by McGill, in the event of such Notice of Cancellation being given by McGill, and by the Joint Board in the event of such Notice of Cancellation being given by it; and, upon the completion of such re-transfer by McGill to the Joint Board, McGill shall be considered as having been definitely and finally released from all its obligations under the terms of this Agreement.

(b) In the event of U.T.C. giving to the other three parties hereto the written notice of six months above referred to in Paragraph 17 hereof, of its intention to withdraw from this Agreement and to sever its relations with the Faculty of Divinity present Agreement shall, from the date of the expiration of the said period of six months after the giving of the notice to the other three parties, be considered as absolutely cancelled and annulled for the future, so far as U.T.C. is concerned; but, unless McGill shall within a period of thirty days from the expiration of the said period of six months, give a written Notice to the Joint Board and Diocesan College that, as a result of the said Notice of Withdrawal having been given by U.T.C., McGill declines to continue without the adherence and yearly contribution of U.T.C., as provided for by this Agreement, the same shall continue to be binding and to remain in full force and effect so far as the Joint Board, McGill and Diocesan College are concerned; in the event, however, of McGill giving such a notice within the said period of thirty days, the entire Agreement as regards all parties hereto shall be considered as being absolutely cancelled and annulled for the future and McGill shall, as soon as is reasonably

possible after the expiration of the said period of six months, plus the additional period of thirty days, re-transfer to the Joint Board all of the immoveable property, free and clear of all encumbrances, and other assets of every kind which it acquired from the Joint Board as of the first of September, 1948, as specially stipulated and provided for in sub-paragraph (a) of this Paragraph; and all expenses of every kind which shall be necessarily incurred in connection with such re-transfer shall be paid by the Joint Board and McGill in equal shares.

(c) In the event of the Diocesan College giving to the other three parties hereto the written notice of six months above referred to, of its intention to withdraw from this Agreement and to sever its relations with the Faculty of Divinity, the present Agreement shall, from the date of the expiration of the said period of six months after the giving of the notice to the other three parties, be considered as absolutely cancelled and annulled for the future, so far as Diocesan College is concerned; but, unless McGill shall within a period of thirty days from the expiration of the said period of six months give a written Notice to the Joint Board and U.T.C. that, as a result of the said Notice of Withdrawal having been given by Diocesan College, McGill declines to continue without the adherence and yearly contribution of Diocesan College, as provided for by this Agreement, the same shall continue to be binding and to remain in full force and effect so far as the Joint Board, McGill and U.T.C. are concerned; in the event, however, of McGill giving such a notice within the said period of thirty days, the entire Agreement as regards all parties hereto shall be considered as being absolutely cancelled and annulled for the future and McGill shall, as soon as is reasonably possible after the expiration of the said period of six months, plus the additional period of thirty days, re-transfer to the Joint Board all of the immoveable property, free and clear of all encumbrances, and other assets of every kind which it acquired from the Joint Board as of the first of September, 1948, as spec-

ially stipulated and provided for in sub-paragraph (a) of this Paragraph, and all expenses of every kind which shall be necessarily incurred in connection with such re-transfer shall be paid by the Joint Board and McGill in equal shares.

(d) In the event of McGill becoming obliged, in accordance with the provisions of this Agreement, at any time prior to the last day of August, 1953, or within thirty days thereafter, to re-transfer to the Joint Board the immoveable property hereinabove referred to as Divinity Hall, as well as, amongst other things, the contents of the said building, as they existed on the first day of September, 1948, and before such re-transfer has been made fire shall have entirely or partially destroyed or merely damaged the building and/or such contents, the obligation of McGill to re-transfer will be fulfilled upon its transferring to the Joint Board the full amount of the fire insurance payable to or collected by McGill in the event of total destruction, or in the event of partial destruction, or mere damage, by the re-transfer to the Joint Board of the building and/or the contents as above referred to, together with such amounts as are then payable to or have been collected by McGill under the terms of the fire insurance policies.

(e) In the event of the written Notice of six months being given by any of the parties hereto as hereinabove referred to, or the written notice of thirty days being given by McGill, such notices will be entirely without effect unless given in pursuance of a formal resolution of the Board or other appropriate authority of the party giving such notice.

18. Any written Notice provided for by this Agreement may be given by any one of the parties hereto to the other three parties by sending the same by registered mail to the last known address of each of such other parties, respectively, or by delivering the same to the Chairman, President, or Treasurer, of each of such other three parties, respectively.

19. In the event of McGill becoming obliged, in accordance with the provisions of this Agreement, at any time prior to the last day of August, 1953, or within thirty days thereafter, to re-transfer to the Joint Board the immoveable property hereinabove referred to as Divinity Hall, together with the securities, funds and investments of every kind which had been transferred by the Joint Board to it under the terms of the present Agreement and/or such other securities and investments as shall have been acquired in replacement of any of the securities and investments so originally acquired by McGill from the Joint Board which shall have been sold or otherwise disposed of by McGill, as well as all other assets which shall have been acquired by McGill from the Joint Board as at September first, 1948, under the terms of the present Agreement, all insurance premiums, taxes and assessments, if any, interest on bank and other deposits, interest on bonds, debentures, mortgages and balances of price of sale, dividends on stocks and other revenue accruing or accrued at the date of such re-transfer, shall be adjusted between McGill and the Joint Board as at the date of such re-transfer.

20. The parties hereto undertake and agree that the present Agreement shall not, under any circumstances, be registered by them, or any of them, against the immoveable property hereinabove referred to and commonly known as Divinity Hall.

21. It is understood and agreed between the parties hereto that the document entitled "Proposed Form of Agreement", referring to academic matters, which is attached hereto and marked X  
Schedule "E", forms part of this Agreement.

22. Subject to the provisions contained in the present Agreement with respect to the right of any of the parties hereto to give written Notice of Withdrawal or Cancellation at any time prior to the last day of February, 1953, it is understood and agreed that the present Agreement sets forth a definite and permanent

Agreement from which none of the parties hereto shall have the right to withdraw and the terms and conditions of which can be varied or changed only by mutual and written consent of all of the parties hereto.

23. The parties hereto undertake and agree that they will jointly apply to the Legislature of the Province of Quebec, at its next Session, for the ratification of this Agreement.

24. The parties hereto undertake and agree to execute all such further deeds and documents of every kind as may be required, in the opinion of their Attorneys, to give full effect to, and to carry out the intention of, this Agreement, including (and without limiting the generality of this obligation) a Notarial Deed of Sale, for registration, of the immovable property commonly known as Divinity Hall, which is hereinabove referred to and described, which Deed of Sale will not embody any of the conditions of this Agreement, will not contain any reference to the same, and will declare the sale price to be one dollar (\$1.00) and other valuable considerations, the receipt of which will be acknowledged to have been received by the Joint Board.

25. It is understood and agreed between the parties hereto that nothing contained in the present Agreement is to be construed as preventing the inclusion of other Theological Colleges on terms and conditions which may be found mutually satisfactory.

Signed and executed at the City of Montreal,  
by McGill, on the ninth day of December,  
1948, by the Joint Board, on the ninth day of

day of December, 1948, by U.T.C. on the ninth  
day of December, 1948, and by Diocesan College, on  
the twenty-first day of October, 1948, in the  
presence of the attesting witnesses.

WITNESSES TO THE SIGNATURE OF MCGILL

*A. Sydney Brown*  
*W. B. McLean*

WITNESSES TO THE SIGNATURE OF  
THE JOINT BOARD:

*A. Sydney Brown*  
*W. B. McLean*

WITNESSES TO THE SIGNATURE OF  
U.T.C.:

*A. Sydney Brown*  
*W. B. McLean*

WITNESSES TO THE SIGNATURE OF  
DIOCESAN COLLEGE:

*A. Sydney Brown*  
*W. B. Ferguson*

THE ROYAL INSTITUTION FOR THE  
ADVANCEMENT OF LEARNING

*O. S. T. T. T. T. T.*  
*[Signature]*

THE JOINT BOARD OF THE THEOLOGICAL  
COLLEGES AFFILIATED WITH MCGILL  
UNIVERSITY.

*W. B. McLean*  
*M. J. [Signature]*

THE UNITED THEOLOGICAL COLLEGE,  
MONTREAL.

*J. B. [Signature]*  
*Geo. G. D. [Signature]*

MONTREAL DIOCESAN THEOLOGICAL  
COLLEGE.

*John Montreal*  
*C. A. [Signature]*

AN ACT TO CONFIRM AND RATIFY AN  
AGREEMENT CONCERNING THE MCGILL  
FACULTY OF DIVINITY:

C H A T E A U

(Assented to the 10th of March, 1949).

WHEREAS The Royal Institution for the Advancement of Learning  
(McGill University), The Joint Board of the Theological Colleges  
affiliated with McGill University, The United Theological College,  
Montreal, and Montreal Diocesan Theological College, have, by their  
petition, represented:

That on the ninth day of December, 1948, written

agreement was entered into between the petitioners:

That the said agreement was deposited with Herbert

Bayne McLean, Notary Public of the City of Montreal, by acte of

deposit executed before him on the twenty-first day of December,

1948, under number 13,400 of the minutes of the aforesaid

Notary;

WHEREAS the said agreement concerns the establishment

of a Faculty of Divinity within McGill University, the said

Faculty having commenced its operations on the first day of

September, 1948, as a concurrent part of the University;

WHEREAS the said agreement also involves important

obligations undertaken by each of the petitioners and the transfer

of substantial amounts of money and of valuable real estate;

WHEREAS the parties to the said agreement undertook

and agreed by the terms of the same to apply to the Legislature

of the Province of Quebec for the confirmation and ratification

of the said agreement and, by their petition, have prayed for the

passing of an act confirming and ratifying the same: and



WHEREAS it is expedient to grant the prayer of the said petitioners:

THEREFORE, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows:

1. The agreement made and entered into on the ninth day of December, 1948, between The Royal Institution for the Advancement of Learning (McGill University), The Joint Board of the Theological Colleges affiliated with McGill University, The United Theological College, Montreal, and Montreal Diocesan Theological College, and deposited with Herbert Bayne McLean, Notary Public, of the City of Montreal, by acte of deposit executed before him on the twenty-first day of December, 1948, under number 13,400 of his minutes, is hereby confirmed and ratified, notwithstanding any general or special law or statute to the contrary and especially notwithstanding the provisions of section 4 of the Act 42-43 Victoria (Quebec), chapter 72.

2. This act shall come into force on the day of its sanction.

I hereby certify the foregoing to be a true copy of the original Statute:

G. Y. McFadden