

An Act to incorporate the Calgary Hospitals' Board.

Assented to..... .. 1914.

WHEREAS the persons hereinafter named were organized as the Calgary Hospitals' Board pursuant to agreement between the City of Calgary and the Calgary General Hospital,

AND WHEREAS the said persons, together with the City of Calgary and the Calgary General Hospital, have petitioned for an Act constituting the said persons a body politic and corporate, and it is expedient to grant the prayer of the said petition,

THEREFORE his Majesty by and with the consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

1. W. H. Berkinshaw, President, Board of Trade; James Walker, Real Estate Broker; F. J. Lawson, Architect; L. S. Mackid, Physician; E. G. Mason, Physician; R. B. Deane, Physician; J. H. Birch, Physician; H. A. Sinnott, Mayor of Calgary; J. H. Garden, Builder; J. H. Hanna, Real Estate Broker; E. H. Riley, Real Estate Broker; A. C. MacDougall, Contractor; P. Turner Bone, Engineer; and D. A. McKillop, Minister, all of Calgary in the Province of Alberta, and such other persons as may from time to time be appointed, or elected as hereinafter provided, shall be and are hereby constituted and established a body politic and corporate under the name of "The Calgary Hospitals' Board" and under the said name shall have perpetual succession, and shall have power to contract and be contracted with, sue and be sued, implead and be impleaded, answer and be answered, unto, in all courts and all actions, causes and suits at law or in equity whatsoever and shall have

a common seal with power to change, renew or modify the same at their will and pleasure.

2. The Corporation under the name of "The Calgary Hospitals' Board" hereinafter referred to as "the Board", shall have power to carry out the terms and provisions of the agreement, dated the 15th day of October, 1913, between the City of Calgary and the Calgary General Hospital, appended hereto, which said agreement is hereby incorporated with and shall be deemed to be part of this Act, excepting so far as the same may be inconsistent with the express enactments hereof, and the expression "this Act" when used herein shall be understood to include the provisions of the said agreement not inconsistent herewith as aforesaid.

3. The Board shall have such further powers and privileges as are hereinafter granted, provided that all such powers and privileges whether expressly stated so to be or not, shall be subject to the terms and provisions of the said agreement.

4. The Board shall have power from time to time to purchase, acquire, take on lease or in exchange, hold, possess, have and enjoy for it and its successors, lands, tenements and hereditaments, real and immovable property, and estate within the Province necessary in the opinion of an actual majority of the Board, for use and occupation as buildings for hospitals, offices, nurses' homes and other residences necessary for properly carrying out the purposes of the Board, with gardens and recreation grounds appertaining to such buildings and the same to sell, alienate, lease and dispose of, and others in their stead purchase, acquire and hold for the use and purposes aforesaid.

5. ~~And~~ The Board shall have power to accept, take, receive or acquire by way of donation, gift, ~~don~~ise, bequest or legacy, without license ~~on~~ mortmain and any act or law to the contrary notwithstanding, ~~any~~ real and immovable property, personal property and estate and the same to have, hold, use and enjoy for any of the purposes of the Board, and the same to sell, assign, transfer, alienate, and convert into money, and to apply the proceeds thereof for any of the said purposes, having regard always to any trusts relating thereto.

6. The Board shall be capable of taking, acquiring and holding all such lands and tenements, real and personal estate as may at any time be mortgaged, hypothecated or pledged to the Board by way of security for any loan or indebtedness to the Board or conveyed to it in satisfaction of debts previously contracted, or purchased at judicial sales upon all property so mortgaged, or otherwise purchased for the purpose of avoiding a loss to the Board in respect thereof and the same to sell, transfer, mortgage, lease or otherwise convert into money for the use of the Board for any of the objects of the Board.

7. The real and personal property set forth and described in Schedules "A" and "B" hereto shall be and the same are hereby vested in the Board in trust for the corporation of the City of Calgary and the Calgary General Hospital respectively and subject to the terms and provisions of the said agreement.

8. The Board shall have and enjoy full powers and privileges to carry on and conduct the business and affairs of ~~the~~ hospital and to do all acts, matters or things in the opinion of the Board necessary or conducive to efficiently conduct such business and affairs including the efficient management of all properties real and personal owned or controlled by the Board, and without limiting the said general

powers and any other powers conferred by this Act & it is hereby expressly declared that the Board shall have the following powers:

1. To engage in the business of nursing, treating, prescribing and caring for the sick or injured and to make charges for services rendered, with all legal remedies for the recovery of accounts and debts due for such services, or any services of the Board.

2. To make all rules and regulations in the opinion of the Board conducive to the welfare of persons under its care, or for the efficient conduct of its business and affairs.

3. To determine who shall be entitled and have power to sign on behalf of the Board, deeds, transfers, mortgages, leases, contracts, receipts, releases, discharges, cheques, promissory notes and other negotiable instruments and all other documents necessary or incidental to the business of the Board, Provided that nothing herein contained shall be implied as authority to issue any note payable to bearer or any promissory note intended to be circulated as money, or as the note of a Bank.

4. To determine the officers and employees of the Board and the mode of appointing or employing same and their respective powers, duties, qualifications and salaries.

5. To enter into any contract for the purchase of materials, supplies and equipment in the opinion of the Board required for the proper conduct of its business and affairs.

6. To invest any sums of money belonging to the Board and not required for immediate use in the same manner as trustees are authorized and empowered to invest moneys.

7. To borrow from any bank or from any person, firm or corporation by overdraft or promissory note, or under any other arrangement the Board may be able to make, but no authority is hereby given to issue debentures or debenture

stock or other like security; PROVIDED, however, that the Board shall have power to mortgage any real property of which the Board is the ~~beneficial~~ owner, and any real property held in trust by the Board on receiving the consent of the beneficiary thereto.

9. The Board shall keep proper books of account, documents and records of its business transactions and affairs and the same shall be open for inspection and audit at least once each year by an auditor appointed by the City of Calgary, whose duty it shall be to check over and audit all accounts and prepare a correct balance sheet showing the receipts and disbursements for the year and the financial condition of the Board

10. The Board shall have full power to make all by-laws, rules, orders and regulations not contrary to law or the provisions of this Act for the organization of the Board and conduct of its business and affairs, including power to amend, repeal or rescind the same from time to time, Provided that until the rules and regulations of the Board now in existence are altered, amended or repealed, they shall continue to govern the conduct of the business and affairs of the Board.

11. The Board shall make such returns and give such information to the Lieutenant-Governor-in-Council for the use of the Province of Alberta as may be required from time to time.

12. The successors to the said persons on the Board shall be appointed or elected thereto from time to time in the manner provided for in the said agreement.

13.- The Board shall in the management of its affairs be always undenominational.

14. The head office of the Board shall be in the City of Calgary.

15. The Corporation of the City of Calgary and the Calgary General Hospital shall have full power to carry out the provisions of this Act notwithstanding anything to the contrary contained in any other Act, and the City shall have power to pay to the Board all or any portion of any moneys voted by the ratepayers under any bylaw for hospital purposes to be expended by the Board as provided for in such bylaw, and any grants for aid authorized by the Charter of the City to be made for hospital purposes, and in computing the sum of \$300,000.00, referred to in the said agreement, all such moneys so paid to the Board by the City, excepting grants for indigent City patients, shall be included.

MEMORANDUM OF AGREEMENT made in duplicate  
this 15th day of October, A.D. 1913,

Between:

THE CITY OF CALGARY, a Corporation  
within the Province of Alberta, herein-  
after called "the City",

of the first part,

-and-

THE CALGARY GENERAL HOSPITAL, a body  
corporate in the said City, hereinafter  
called "The Hospital"

of the second part.

WHEREAS negotiations have been carried on  
between the City Council and the Hospital with the object of  
providing for better hospital accommodation in the City, and for  
the control, management and administration of all hospital  
property, business and affairs of the parties hereto under one  
Joint Hospital's Board, and for the organization of the said Board.

AND WHEREAS each of the parties hereto has  
agreed to transfer its hospital property to the said proposed  
Board in trust for the said parties, and to turn over the control,  
management and administration of its hospital business and affairs  
to the said proposed Board on the terms, covenants and con-  
ditions hereinafter contained, subject to the ratification of  
this Agreement by the ratepayers of the City, and the enactment  
of special legislation by the Legislative Assembly of the Pro-  
vince of Alberta to enable each party to fulfil the said Agree-  
ment according to the true intent and meaning thereof.

No. 2.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH in consideration of the premises and the mutual covenants between the parties hereto as follows:-

1. Each of the parties hereto covenants with the other to transfer all its hospital property, both real and personal, to a Joint Hospital~~s~~' Board, constituted as hereinafter provided, which said Board shall hold the said property in trust for the parties hereto, the intention being that all property transferred to, purchased or otherwise acquired by the said Board shall be held in trust for the said party hereto that transfers such property to the said Board, or furnishes or provides the money or other consideration, whereby such property is purchased or acquired.
2. The said Joint Hospital~~s~~' Board shall be a corporate body, under the name of the "Calgary Hospital~~s~~' Board" or such other appropriate name as can be obtained therefor, with a charter in accordance with the terms of this Agreement, containing full powers to enable it to carry out the terms, covenants and conditions of this Agreement according to the true meaning and intent thereof, and shall have complete control, management and administration of all the said hospital property, business and affairs.
3. The said Joint Hospital~~s~~' Board shall consist of fourteen members, three of whom shall be elected by the subscribers of the hospital, four members either appointed or elected by the Medical Profession of the City, and six members from the City, either appointed by the Council or elected by the ratepayers of the City, as shall be decided by the said ratepayers at a vote taken thereon, on the date this Agreement is submitted for ratification, and the Mayor of the City who shall be Chairman of the said Board, and shall have an ordinary vote, and in case of an equality of votes, a casting vote on all



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questions before the said Board. The members of the said Board shall be elected or appointed annually.

4. The title to the said hospital property shall remain in the said Board, and the control, management and administration of the said hospital property, business and affairs shall continue to be exercised by the said Board, until the City shall have expended or caused to be expended from and after the date hereof at least the sum of Three Hundred Thousand Dollars (\$300,000) upon hospital lands, buildings and equipment or otherwise howsoever for hospital purposes, except for care of indigent city patients, and exclusive of aid or grants to any hospital other than the said Calgary General Hospital, when the Council of the City may by resolution submit to the ratepayers the question of the future ownership, control and administration of the said hospital property, business and affairs, and if two-thirds of the votes recorded at such plebiscite are in favor of some other form of ownership, control and administration than by the said Joint Hospital's Board, or of ownership, including both the legal and equitable estates in the said property, control and administration, by the City of the said hospital property, business and affairs, as a municipal hospital, such change in ownership, control and administration shall be made without compensation being made to either party therefor.

PROVIDED, HOWEVER, that no change in ownership, control or administration of the said hospital property from that provided for herein shall be made before the 6th day of March, A.D. 1916.

5. The parties hereto mutually covenant to unite in an application to the Legislative Assembly of the Province of Alberta, at its next session, and to use their best efforts to obtain legislation incorporating the said Joint Hospital's Board, with all the powers and privileges referred to herein, and such

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further powers and privileges as may be necessary to carry out the true intent and meaning of this Agreement, and also special legislation ratifying this Agreement.

6. Each of the parties hereto covenants with the other to use its best efforts to obtain at the next Session of the said Legislative Assembly all necessary amendments to their respective charters to permit each party to transfer its hospital property, and to turn over the management, control and administration of its hospital business and affairs to the said Joint Hospital's Board.

7. The City covenants if this Agreement is ratified by the ratepayers of the City, and the said special Legislation obtained, to submit to the said ratepayers a By-law to raise the sum of Two Hundred Thousand Dollars (\$200,000) for the purpose of granting to the hospital the sum of Twenty Thousand (\$20,000) Dollars, and of erecting and building a hospital building or buildings on two acres of land, west of the present main building of the hospital, marked in red on the blue-print attached hereto, to be transferred by the hospital to the City in fee simple, it being understood and agreed that the said land and any building or buildings erected thereon by the City shall belong to the City absolutely, subject to be transferred to the said Joint Board pursuant to this Agreement, and also that any portion of the said sum of Two Hundred Thousand (\$200,000) Dollars, expended by the City shall be computed as part of the said sum of Three Hundred Thousand (\$300,000) Dollars referred to in Paragraph 4 hereof.

8. The hospital covenants to transfer to the City in fee simple free from all encumbrances, but for hospital purposes only, the two acres of land marked in red on the blue-print attached hereto, in Villa Lot No. 1, Section Fourteen, Township Twenty-four (24), Range One (1) West of the 5th Meridian, on

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receipt from the City of the said grant of Twenty Thousand (\$20,000) Dollars, and further covenants and assures the City that it has full power and authority to transfer the said land to the City for hospital purposes, and undertakes to obtain any legislation that may be necessary to vest the said land in the City for such purposes.

9. It is understood and agreed that the building used as a Nurses' Home, standing on the said two acres shall remain the property of the hospital, subject to be transferred to the said Joint Hospitals' Board pursuant to this Agreement, and also to removal from the said land at any time the City may desire.

Provided, that so long as the said building remains on the said land, the City shall permit of a right-of-way thereto for all purposes connected with its use as a Nurses' Home across the said land from the nearest street or avenue.

It is further understood and agreed that the roadway shown on the blue-print attached hereto, shall, after the transfer of the said two acres to the City, become a common roadway appurtenant to the said two acres, and to the land of the hospital to the East thereof as shown on the said blue-print, and for this purpose each of the parties hereto grants the other the full right, power, liberty and authority to use the said roadway in connection with its said lands above described as appurtenant thereto for all purposes of a public roadway.

THIS AGREEMENT shall enure for the benefit of and be binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF each of the parties hereto has caused these presents to be signed by its proper officers in that behalf, and its corporate seal to be affixed hereto.

SIGNED, SEALED AND DELIVERED) CITY OF CALGARY:

in the presence of: )

H. A. Sinnott, Mayor;  
J.M. Miller, Clerk;

E. H. Riley, )  
Herbert S. Millen, as to )

W. H. Berkinshaw, President  
E. E. Vincent, Sec.Treas.

Mayor Sinnott & City Clerk Miller's signatures.

DATE: October 16th, 1913.

Between:

THE CITY OF CALGARY

-and-

THE CALGARY GENERAL HOSPITAL

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A O R E N N E T.

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O. J. FOND, CITY SOLICITOR.

SCHEDULE "A".

Showing property of the City of Calgary vested in the Board in trust.

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- (a) Lots One (1) to Four (4), Incl., and Lots twenty-nine (29) to thirty-two (32) Incl., in Block One (1), Plan 7486 A.H. Calgary.
- (b) Block One (1), Plan 192 L. Calgary.
- (c) Lots Fifteen (15) to thirty-seven (37) in Block Ninety-three (93), Plan "C" Calgary.
- (d) Lots Thirteen (13) and Fourteen (14) in Block Ninety-three (93), Plan "C" Calgary.
- (e) The Buildings and erections on the said lands and all furniture, equipment and apparatus therein.

SCHEDULE "B"

Showing property of the Calgary General Hospital vested in the Board in Trust.

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- (a) Villa Lots One (1), Two (2), Three (3), Fourteen (14) and Fifteen (15), in Section Fourteen (14), in Township Twenty-four (24), Range One (1), West of the 5th Meridian.
- (b) All Buildings and erections thereon and all furniture, equipment and apparatus therein.

**AN ACT**  
**to incorporate the Calgary**  
**Hospitals' Board.**

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