

*An Act to ratify an
Agreement between
Oddfellows Temple
Company Limited and
Saskatoon Fraternal
Charitable
Association*

being a Private Act

Chapter 89 of the *Statutes of Saskatchewan, 1933*
(effective March 27, 1933).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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Company Limited

1933

CHAPTER 89

An Act to ratify an Agreement between Oddfellows Temple Company Limited and Saskatoon Fraternal Charitable Association

(Assented to March 27, 1933)

Preamble

Whereas the shareholders of Oddfellows Temple Company Limited, being lodges or members or former members of the Independent Order of Oddfellows, have by special resolution purported to give and convey to Saskatoon Fraternal Charitable Association the Assets of the said Oddfellows Temple Company Limited on the terms and conditions set out in a certain agreement between the said corporations, whereby the said assets may be made available for social, charitable and benevolent objects; and

Whereas a petition has been presented praying that the said agreement may be ratified and confirmed as hereinafter set forth, and it is expedient to grant the prayer of the said petition:

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

Agreement ratified

1 An agreement executed between the Oddfellows Temple Company Limited and Saskatoon Fraternal Charitable Association dated the twenty-seventh day of January, 1933, which agreement is set forth in the schedule hereto, is hereby ratified, confirmed and validated in all respects, and the parties thereto, their successors and assigns are hereby authorized to carry out the terms, provisions and conditions thereof.

1933, c. 89, s.1.

Transfer of property and debts

2 All property, real and personal, belonging to the Oddfellows Temple Company Limited, on the date upon which this Act comes into force, is hereby transferred to the Saskatoon Fraternal Charitable Association, and all the debts and liabilities of the said Oddfellows Temple Company Limited, existing on the said date, are hereby declared to be debts and liabilities of the said Saskatoon Fraternal Charitable Association.

1933, c. 89, s.2.

Vesting of lands

3 A copy of this Act, when filed in the land titles office of any land registration district in which there are lands registered in the name of the Oddfellows Temple Company Limited or lands in which it has a registered interest, shall vest such lands or such registered interest in the name of the Saskatoon Fraternal Charitable Association, without payment of fees.

1933, c. 89, s.3.

Legal proceedings

4(1) Any legal proceedings which, at the date upon which this Act comes into force, might have been continued or commenced by or against the said Oddfellows Temple Company Limited, may be continued or commenced by or against the said Saskatoon Fraternal Charitable Association.

(2) No action shall be brought for the moneys by the said agreement agreed to be paid to shareholders to the said Oddfellows Temple Company Limited or any of them, or for interest thereon, after the twenty-third day of January, 1940.

1933, c. 89, s.4.

Notice to shareholders

5 The Saskatoon Fraternal Charitable Association shall, forthwith after the date on which this Act comes into force, mail to each shareholder of the Oddfellows Temple Company Limited, at his last known post office address, a notice that he is entitled to the sum referred to in paragraph 5 of the said agreement if application is made therefor within the time mentioned in the said paragraph.

1933, c. 89, s.5.

Dissolution of Oddfellows Temple Company Limited

6 The Oddfellows Temple Company Limited is hereby dissolved and at an end.

1933, c. 89, s.6.

SCHEDULE

THIS AGREEMENT made in duplicate this twenty-seventh day of January A.D. 1933,

BETWEEN:

ODDFELLOWS TEMPLE COMPANY LIMITED, a corporation incorporated under the laws of the Province of Saskatchewan, with Head Office in the City of Saskatoon, in the Province of Saskatchewan, hereinafter called the "Company"

OF THE FIRST PART

AND

SASKATOON FRATERNAL CHARITABLE ASSOCIATION, a corporation incorporated under the laws of the Province of Saskatchewan, with Head Office in the City of Saskatoon, in the Province of Saskatchewan, hereinafter called the "Association"

OF THE SECOND PART

WHEREAS the Company is possessed of certain lands, namely:

Lots One (1) and Two (2), in the City of Saskatoon, in the Province of Saskatchewan, according to a Plan of Record in the Land Titles Office for the Saskatoon Land Registration District as Plan Q. 8,

and the building situate thereon known as the Oddfellows' Temple, together with certain monies on hand, cash in bank and other assets;

AND WHEREAS the Shareholders of the Company are lodges, members or former members of the Independent Order of Oddfellows;

AND WHEREAS the Association is a corporation organized for charitable, social and benevolent objects and whose membership is restricted to subordinate lodges, encampments, cantons or Rebecca Lodge of the Independent Order of Oddfellows;

AND WHEREAS the Company is desirous of making available its income and assets for the objects of the Association;

AND WHEREAS the Company has agreed to convey to the Association the said land, building and all the assets of the said Oddfellows Temple Company Limited in consideration of the covenants and agreements of the Association hereinafter contained;

And whereas the Association has agreed to accept the said land, building and assets on the terms, conditions and provisions hereinafter set forth;

Now therefore, this agreement witnesseth:

- 1 The Company agrees to give and convey to the Association the said land and building together with its cash in hand, monies in bank and each and every of its assets of whatsoever nature it may be.
- 2 The Association covenants and agrees that none of its shares shall hereafter be allotted, issued or transferred except to a subordinate lodge, encampment, canton or Rebecca Lodge of the Independent Order of Oddfellows located in the City of Saskatoon, in the Province of Saskatchewan, or a trustee or trustees for them or any of them.
- 3 The Association covenants and agrees that neither the income or assets or any part thereof of the Association shall be used for other than charitable, social or benevolent objects or for the furtherance of the interests of the Independent Order of Oddfellows.
- 4 The Association covenants and agrees to assume and pay as the same become due, each, every and all debts and obligations of the Company other than to shareholders of the Company by reason of capital stock held by them, including the cost and expense of and incidental to this agreement, the carrying out of the terms, conditions and provisions thereof and the ratification thereof by the Legislative Assembly of the Province of Saskatchewan.
- 5 The Association covenants and agrees to pay to each and every shareholder of the Company the sum of Ten Dollars (\$10.00) together with interest thereon from the twenty-third day of January, A.D. 1933, until date of payment, at the rate of Five per centum per annum for each share of the capital stock of the Company held by such shareholder provided however, and on condition that such shareholder shall have made request in writing to the Association for such payment on or before the twenty-third day of January, A.D. 1938, such payment to be made on or before the twenty-third day of January, A.D. 1939 but the Association shall not be liable to any such shareholder unless such request shall have been in writing within the period aforesaid.

- 6** It is further understood and agreed between the Company and the Association that until the twenty-third day of January, A.D. 1938, and further until all shareholders of the Company who have then made request for payment have been paid in full, the said land the buildings situate thereon, all assets agreed to be conveyed, the income and the proceeds of the sale thereof or of insurance on the said building or other funds shall be managed and controlled by a board of management consisting of:
- (a) One representative from each subordinate lodge, encampment, canton or Rebecca Lodge which may be from time to time a shareholder of the Association.
 - (b) An equal number of representatives of the present shareholders of the Company appointed by the directors thereof before dissolution and in case any such representative shall cease to act, the remaining representatives shall appoint another in his place or stead and should the number of representatives of the Company be less than the number of representatives of the Association appointed under clause (a), the then representatives of the Company shall appoint further representatives until the representatives appointed under clause (a) and (b) are equal in number; such representatives need not be shareholders of the Company.
- 7** The majority vote shall decide all matters arising for decision of the said Board of Management.
- 8** It is understood and agreed that the said land and building shall not be sold or otherwise disposed of or encumbered or charged in any way until after the twenty-third day of January, A.D. 1938, or until the shareholders of the Company who have then requested payment as aforesaid have been paid, without the consent in writing of an actual majority of the Board of Management then entitled to act. And notwithstanding the passing of title of the said property to the Association, any representative of the shareholders of the Company may file and maintain a caveat against the title to the said land based on this agreement and to protect the just and true performance of its obligations by the Association.

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- 9 The Company agrees to forthwith petition the Legislative Assembly of the Province of Saskatchewan, for an Act ratifying and confirming this agreement and if this agreement shall not be so ratified and confirmed at one of the next two ensuing sittings of the said Legislative Assembly, then this agreement shall be null and void.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals attested to by the hand of the proper officer in that behalf this twenty-seventh day of January, A.D. 1933.

ODDFELLOWS TEMPLE COMPANY LIMITED,

Per Geo. Sillers, *President*.

(SEAL)

Per W.J. Magill, *Secretary*.

Per E.J. Shaver, *Director*.

SASKATOON FRATERNAL CHARITABLE ASSOCIATION,

Per H.W. Hewitt, *Secretary*.

(SEAL)

Per Lillian Gorman, *Director*.

Per S.I. Leppard, *Director*.

