

An Act to confirm a Certain Agreement between The City of Yorkton and Yorkton Union Hospital Board

Repealed

by [Chapter 17](#) of the *Statutes of Saskatchewan, 2014*
(effective May 14, 2014)

Formerly a Private Act

Chapter 94 of the *Statutes of Saskatchewan, 1960*
(effective April 7, 1960).

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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1960

CHAPTER 94

An Act to confirm a Certain Agreement between The City of Yorkton
and Yorkton Union Hospital Board

(Assented to April 7, 1960)

Preamble

WHEREAS The City of Yorkton has heretofore operated the Yorkton General Hospital and the Yorkton Auxiliary General Hospital; and

Whereas the electors of The City of Yorkton by a poll held under the provisions of *The Union Hospital Act* did approve of The City of Yorkton becoming a part of the Yorkton Union Hospital District established under the provisions of said Act; and

Whereas it is deemed expedient that the furnishing and supplying of hospital services for the public at large and in particular the public within the boundaries of the Yorkton Union Hospital District be under the direction, care, ownership and control of the board of the said the Yorkton Union Hospital District; and

Whereas The City of Yorkton has agreed to sell to The Yorkton Union Hospital Board which has agreed to purchase for a nominal sum, namely, one dollar, the whole of the assets of The City of Yorkton in any way appertaining to the said two hospitals, namely, the Yorkton General Hospital and the Yorkton Auxiliary General Hospital in consideration of the said The Yorkton Union Hospital Board assuming and paying all outstanding indebtedness, whether ascertained or unascertained, of The City of Yorkton in any way arising out of the operations of the said hospitals; and

Whereas The City of Yorkton and The Yorkton Union Hospital Board have, by an agreement in writing dated the fifteenth day of December, 1959, entered into an agreement for the sale and purchase as aforesaid; and

Whereas a portion of the assets being sold, as aforesaid, by The City of Yorkton to The Yorkton Union Hospital Board, were assets duly transferred, set over and assigned to it by Yorkton Queen Victoria Hospital by an agreement in writing dated the fourteenth day of February, 1945, under which said agreement a public trust was imposed upon The City of Yorkton to own, operate and manage a hospital; and

Whereas Yorkton Queen Victoria Hospital is now nonexistent and unable to discharge the public trust imposed upon the city of Yorkton as aforesaid; and

Whereas The City of Yorkton has presented a petition praying that the said agreement dated the fifteenth day of December, 1959, be ratified, confirmed and validated and that the petitioner be absolved and discharged from the said public trust to own, operate and manage a hospital; and

Whereas it is expedient to grant the prayer of the said petition:

c. 94 CITY OF YORKTON AND YORKTON UNION HOSPITAL BOARD

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

Agreement ratified

1 The agreement dated the fifteenth day of December, 1959, between The City of Yorkton and The Yorkton Union Hospital Board, as set forth in Schedule A hereto, is hereby ratified, confirmed and validated in all respects and declared to be legally binding according to the tenor thereof, and the parties thereto are authorized to carry out the terms, conditions and provisions thereof.

1960, c.94, s.1.

Previous acts validated

2 All acts and things done in pursuance of the said agreement, as set forth in Schedule A, prior to the passing of this Act, which, had they been done after the passing of this Act, would have been authorized hereby, shall be deemed to have been done under the authority of this Act, and are hereby declared to have been done.

1960, c.94, s.2.

Discharge of trust

3 The City of Yorkton is hereby absolved and discharged from the public trust to own, operate and manage a hospital imposed upon it by an agreement between The City of Yorkton and Queen Victoria Hospital dated the fourteenth day of February, 1945, a copy of which said agreement is set forth in Schedule B hereto.

1960, c.94, s.3.

SCHEDULE A

THIS AGREEMENT made in duplicate this 15th day of December, A.D. 1959.

BETWEEN:

THE CITY OF YORKTON,

hereinafter called the
PARTY OF THE FIRST PART.

and

YORKTON UNION HOSPITAL BOARD,

hereinafter called the
PARTY OF THE SECOND PART.

WHEREAS the part of the First Part is now the owner of and is operating an Hospital situated in the City of Yorkton, under the name of Yorkton General Hospital as well as a further Hospital situated in what is commonly known as the Airport, situated near Yorkton under the name of Yorkton General Auxiliary Hospital.

And whereas the electors of the Party of the First part by a poll held under the provisions of the *Union Hospital Act*, Revised Statutes of Saskatchewan, 1953, chapter 237 and amendments thereto did approve of the City becoming a part of the then proposed Yorkton Union Hospital District.

And whereas the Party of the Second Part is a duly constituted Body Corporate constituted as such under the provisions of the *Union Hospital Act*, being chapter 237 of the Revised Statutes of Saskatchewan, 1953 and amendments thereto with the aims, objects and powers of operating an Hospital or Hospitals and the furnishing and supplying of Hospital services for the public at large and in particular the public within the boundaries of the Yorkton Union Hospital District.

And whereas it is deemed expedient that the further furnishing and supplying of the hospital services, as aforesaid, should be under the direction, care, ownership and control of the Party of the Second Part and in order to assist the Party of the Second Part in supplying such services and in the carrying out of its aims and objects, as aforesaid, the Party of the First part has agreed to sell to the Party of the Second Part, who has agreed to purchase for a nominal sum the whole of the facilities and assets of the Party of the First Part in any way appertaining to the said two Hospitals now operated by it, the Party of the First Part, including only that portion of the land on which the Yorkton General Hospital is situated, as hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS: –

1 In consideration of the sum of One Dollar (\$1.00) now paid by the Party of the Second Part to the Party of the First Part, (the receipt of which sum is hereby acknowledged by the Party of the First Part), the Party of the First Part does hereby transfer, set over and assign unto the Party of the Second Part, to be held by it, the Party of the Second Part absolutely and forever, the whole of the facilities and assets, both real and personal, of it, the Party of the First Part, in any way whatsoever appertaining to the Yorkton General Hospital and/or the Yorkton General Auxiliary Hospital and without in any way limiting the generality thereof, in particular the following:

(a) firstly, All of block twenty (20) in the City of Yorkton, in the Province of Saskatchewan, according to Plan No. 7023 saving and excepting thereout and therefrom the most Easterly 304 feet in depth throughout of said block.

secondly, All that portion of block “E” lying East of Agricultural Avenue as said Avenue is shown on Plan 46116, together with all buildings or other improvements situated thereon.

(b) All furnishings, fixtures, goods and utensils contained in said Yorkton General Hospital and Nurses’ Residences attached thereto, as well as all furnishings, fixtures and utensils contained in the building situated on lot nine (9), in block twenty-one (21), Plan C.G. 1111 Yorkton, now being used as an additional Nurses’ Residence but not including said land or the buildings thereon.

(c) All medical supplies and equipment now contained in said Yorkton General Hospital and/or Yorkton General Auxiliary Hospital and/or the aforementioned Nurses’ Residences.

(d) All stock on hand situated either in said General Hospital, Auxiliary Hospital and/or Nurses’ Residences, of food, clothing or other commodities.

(e) All book debts, moneys in the Bank and on hand, moneys owing to or grants payable or to become payable by the Saskatchewan Government, all securities held, in any way arising out of or concerning the past operations of said Hospital the Party of the First Part.

2 In consideration of the aforementioned Transfer by the Party of the First Part, the Party of the Second Part does hereby agree to assume and to pay as same shall fall due all outstanding indebtedness, whether ascertained or unascertained, of the Party of the First Part in any way arising out of the operations of said Hospitals and/or Nurses' Residences of the Party of the First Part and the Party of the Second Part covenants that it will at all times hereafter save harmless and keep indemnified the Party of the First Part, its successors and assigns from and against all losses, costs, expenses and damages which may be incurred by it by reason of any action or other proceeding which shall or may be brought or instituted against the Party of the First Part for or in respect of said Hospitals and/or Nurses' Residences and for or in respect to the operation thereof and also from and against all contracts and engagements to which the Party of the First Part may now or may hereafter be or become liable and also all interest, costs, expenses, losses, claims, damages and demands on account of said debts, contracts and engagements respectively or otherwise in relation to the matters hereinbefore mentioned.

3 The Party of the Second Part hereby further covenants and agrees to and with the Party of the First Part that it will, from and after the 1st day of January, 1960, and until such time as a new Hospital affording facilities equal to or better than that provided in the existing Hospital is completed and in operation it will manage and operate the two Hospitals hereinbefore referred to in such manner as to afford to the residents of Yorkton and of the Yorkton Union Hospital District and such members of the general public as are entitled thereto, hospital services and facilities at least equal to or in excess of those heretofore provided by the Party of the First Part and will continue to do so until the Party of the Second Part provides a new and better facilities which it hereby covenants and agrees to provide within a reasonable length of time and, in the event that the Party of the Second Part should make default in so utilizing the lands, furnishings and equipment and other assets hereby conveyed then and in such event the Party of the First Part may terminate this Agreement by notice in writing to the Party of the Second Part whereupon the Party of the Second Part hereby covenants and agrees to reconvey to the Party of the First Part all such lands, buildings and other property hereby assigned to it, including any articles of equipment acquired by it in substitution for any of the property hereby assigned.

4 The Party of the Second Part covenants and agrees that it will in no way transfer, encumber or otherwise alienate the assets being herein transferred, set over and assigned to it by the Party of the First Part until such time as a new Hospital has been completed and equipped by the Party of the Second Part, in such a manner as to give hospital services equal to or better than that now provided by the Yorkton General and Auxiliary Hospitals.

5 It is further agreed between the parties that until such time as the Party of the Second Part shall have provided new Hospital buildings and shall have equipped same with Hospital equipment and Hospital facilities at least equal to or in excess of those being transferred, set over and assigned herein by the Party of the First Part to the Party of the Second Part, that the Party of the First Part shall have the right to file and maintain a caveat against the lands herein transferred, set over and assigned by the Party of the First Part to the Party of the Second Part in order to protect its right of retransferring, resetting over and reassigning as herein provided.

6 The intention of this Agreement being (and it shall for all purposes be so construed) that in future the said two Hospitals shall be owned, operated and managed by the Party of the Second Part and that all assets of the Party of the First Part in any way appertaining to said Hospitals shall become the absolute property of the Party of the Second Part and that the Party of the Second Part shall pay and satisfy all indebtedness and/or liability, whether now ascertained or unascertained of the Party of the First Part which in any way whatsoever it has or will become liable as a result of its past operations of said Hospitals.

7 It is specifically agreed that the land and buildings situated on lot nine (9), in block twenty-one (21), Plan C.G. 1111, which the Party of the First Part is now using as a Nurses' Residence are not included as assets of the Party of the First Part under this Agreement.

8 Each party hereto agrees that it will at any time hereafter, upon being requested so to do, execute and deliver all such further assurances, acts and instruments as may be necessary to fully carry out the intent of this Agreement.

9 Doubt existing as to the powers of the parties hereto to enter into this Agreement without the express authority of the Legislature of Saskatchewan, it is agreed between the parties that this Agreement shall not become effective and/or binding upon either party thereto until such time as this Agreement has been ratified, confirmed and validated by the said Legislature, provided, however, it is understood and agreed by and between the parties hereto that, pending Legislative approval of this Agreement, the Party of the Second Part shall be entitled as of January 1st 1960 to the possession of all of the facilities and assets, both Real and Personal, the property of the Party of the First Part and by this Agreement to be assigned, transferred and set over to the Party of the Second Part and to operate and manage the said Hospital services as hereinbefore agreed, the Party of the Second Part hereby further covenanting and agreeing to and with the Party of the First Part that it will, from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the said Party of the First Part of and from and against all loss, costs, charges, damages and expenses which the said Party of the First Part may at any time or times herein bear, sustain, suffer or be put unto by reason or on account of the operation and management of the said Hospitals by the Party of the Second Part.

10 The Party of the First Part agrees to present to the Legislature of the Province of Saskatchewan a Petition for the ratification, confirmation and validation of this Agreement at the Sittings of said Legislature to be held in the year 1960, and the Party of the Second Part does hereby consent to the Passing of a Bill of said Legislature ratifying, confirming and validating this Agreement and does hereby agree to use its best endeavours to attain such end.

11 The Party of the Second Part hereby agrees to pay all legal and/or other costs in regard to the preparation of this Agreement and the carrying into effect thereof and in regard to obtaining said Bill of validation, confirmation and ratification of the Legislature.

IN WITNESS WHEREOF the parties hereto have caused their corporate seal to be affixed hereto, attested by their proper officers in that behalf, the day and year first above written.

THE CITY OF YORKTON

 (Sgd.) W.E. Fichtner, *Mayor*.

 (Sgd.) T.F. Tiller, *Clerk*.

[SEAL]

THE YORKTON UNION HOSPITAL BOARD

 (Sgd.) Fred Steele, *Board Chairman*.

 (Sgd.) M.C. Novak, *Secretary*.

[SEAL]

 SCHEDULE B

THIS AGREEMENT made in duplicate this 14th day of February in the year of Our Lord one thousand nine hundred and forty-five.

BETWEEN:

YORKTON QUEEN VICTORIA HOSPITAL,

hereinafter called the Party of the
FIRST PART

and

CITY OF YORKTON,

hereinafter called the Party of the
SECOND PART

WHEREAS the Party of the First Part is the owner of and is operating as such an hospital in the City of Yorkton.

AND WHEREAS the Board of Directors of the Party of the First Part has deemed it advisable and expedient and in the interest of the said institution and the public at large that the said institution be operated as a public trust under the ownership and management of the Party of the Second Part.

AND WHEREAS the Board of Directors of the Party of the First Part did, by resolution dated the 12th day of December, A.D. 1944, direct the President and Superintendent of the Party of the First Part to enter into and execute on behalf of the Party of the First Part, an Agreement with the Party of the Second Part, to become effective upon the approval thereof of the members of the Party of the First Part at a general meeting of the members of the Party of the First Part, to transfer, set over and assign unto the Party of the Second Part hereto all the assets, both real and personal, of the Party of the First Part hereto.

AND WHEREAS at a general meeting of the said members of the Party of the First Part held on the 15th day of January, A.D. 1945, the said actions and resolution of said Board of Directors were duly confirmed and approved.

NOW THEREFORE in consideration of the premises and of the sum of One (\$1.00) Dollar now paid by the Parties hereto, the one to the other, it is hereby mutually agreed: –

1 That the Party of the First Part will and shall, on or before the 1st day of March, A.D. 1945, transfer, set over and assign absolutely and forever unto the Party of the Second Part, all the assets, both real and personal, and of every kind and nature whatsoever and wheresoever situate, to be held by the Party of the Second Part absolutely and forever and without any interruption or disturbance of or by the Party of the First Part or any other person or corporation claiming by, through or under or in trust for the Party of the First Part. Provided, however, that the Party of the First Part shall notwithstanding anything to the contrary in this paragraph contained, retain in its custody and control all Bonds possessed by the Party of the First Part and all moneys held on deposit to the credit of the Party of the First Part, to be dealt with as provided in the next immediately following paragraph hereof.

2 That the Party of the First Part will and shall forthwith after the transfer to the Party of the Second Part of the assets as provided in the immediately preceding paragraph hereof, and with due diligence and from the proceeds of the said Bonds and the said moneys so on deposit and retained by the Party of the First Part, as in said immediately preceding paragraph provided, take such steps as shall be necessary to ascertain and thereafter fully satisfy and pay any and all outstanding indebtedness and/or liabilities of any kind or nature of the Party of the First Part, and shall so soon as such indebtedness and/or liabilities have been so fully paid and satisfied, transfer, set over and assign unto the Party of the Second Part any and all balances of said Bonds and said moneys on deposit to be held by the Party of the Second Part absolutely and forever and without any interference or disturbance of or by the Party of the First Part, or any other person or corporation claiming by, through, under or in trust for the Party of the First Part.

3 That the Party of the First Part will and shall, on or before the 1st day of March, A.D. 1945, transfer, set over and assign unto the Party of the Second Part, all contracts, engagements, benefits and advantages which have been entered into by the Party of the First Part, to be held by it the Party of the Second Part absolutely and forever.

4 That the Party of the First Part will and shall cause to be executed such further assurances and documents as may be requisite for more perfectly and absolutely assigning, transferring and assuring the matters hereinbefore mentioned and for the purposes of carrying out the intention of this Agreement.

5 The Party of the Second Part will and shall fully and completely carry out all existing contracts, obligations and engagements entered into by the Party of the First Part and assigned unto the Party of the Second Part by or pursuant to this Agreement.

6 That should either party hereto apply to the Legislature of the Province of Saskatchewan for an act ratifying and confirming this Agreement then the other party will support such application, it being distinctly understood and agreed by and between the Parties hereto that this Agreement shall in all respects be binding on the Parties hereto notwithstanding that such application be not made, or if made that such Agreement is not ratified and/or confirmed by the Legislature.

IN WITNESS WHEREOF the Parties hereto have caused their respective corporate seals to be affixed hereto, attested by their respective officers duly authorized in that behalf, on the day and date first above written.

c. 94 CITY OF YORKTON AND YORKTON UNION HOSPITAL BOARD

YORKTON QUEEN VICTORIA HOSPITAL

(Sgd.) A.P. Simpson, *President*.

(Sgd.) J. Smith, *Superintendent*.

[SEAL]

CITY OF YORKTON

(Sgd.) Chas. A. Peaker, *Mayor*.

(Sgd.) H.M. Jackson, *City Clerk*.

[SEAL]