

SCHEDULE A

THIS INDENTURE made in duplicate the 25th day of June in the year of our Lord one thousand nine hundred and thirty-five.

BETWEEN

THE REVEREND CHRISTOPHER C. CARRUTHERS, of the City of Winnipeg, in the Province of Manitoba, Rector of "The Church of England, Parish of Holy Trinity", presently situated upon Donald Street, in the said City of Winnipeg, and hereinafter referred to as "the Church" and HENRY E. SELLERS, of the said City of Winnipeg, Grain Dealer, and "Rector's Warden" of the said "the Church", and BENJAMIN BILLINGSLEY SMITH, of the City of Winnipeg, Insurance Agent, and "People's Warden" of the said "the Church", who and whose successors in the said respective offices of the said "the Church" are included in the expression "the Trustees" wherever herein used,

OF THE FIRST PART,

- and -

THE CHURCH OF ENGLAND, PARISH OF HOLY TRINITY, in the City of Winnipeg and Province of Manitoba aforesaid, hereinafter referred to as "the Church",

OF THE SECOND PART.

WHEREAS prior to the date of these presents it was determined by the Vestry of the Church to solicit and obtain from communicants, adherents and members of the congregation of the Church donations, subscriptions and contributions to the end and purpose of constituting in the hands of trustees a fund to be known as "Holy Trinity Church Endowment Fund" (hereinafter referred to as "the Endowment Fund"), to be held in their respective personal capacities as trustees thereof by the Rector and Wardens of the Church for the time being and in the personal capacities of their successors, respectively;

AND WHEREAS in pursuance of the said purposes various communicants, adherents and members of the congregation of the Church have from time to time heretofore subscribed, contributed and donated funds for the purpose of constituting the said Endowment Fund, all of which said Fund, or the securities therefor, have heretofore been held under and subject to the control of the Rector and Wardens for the time being of the Church, the names of all such contributors and the amounts by them so contributed being respectively set forth in Schedule A hereto;

AND WHEREAS at the date of these presents such contributions and donations heretofore so made to the said Endowment Fund, together with the accumulations and accretions thereunto heretofore from time to time derived from the investment thereof, less such sums as have been heretofore disbursed therefrom for the purposes and objects for which the said Fund was established, amount to the sum of Five thousand Two hundred and Fifty Nine dollars and Sixty cents (\$5,259.60).

AND WHEREAS heretofore the terms and conditions of the said Trust have not been formally declared and recorded and the Trustees thereof formally constituted, and it is expedient that the said trusts, terms and conditions appertaining to the said Fund and all future donations, contributions or accretions thereunto should be now declared and Trustees thereof constituted;

AND WHEREAS the Church, for the purpose of fully vesting in the Trustees and their successors all right, title, interest, claim or demand which the Church has or may have to any of the said donations, contributions or accretions to the said Fund heretofore made as aforesaid pending the formal constitution of the trusts herein expressed, has determined to execute these presents in testimony of its assent thereunto and to all of the conditions of the said trust and of its relinquishment of any claim or demand which it has or may have in respect of any of the said donations and contributions or the accretions thereunto heretofore made;

AND WHEREAS the Trustees, by and at the request of the Church, have agreed to receive, take, hold and stand possessed of all donations, contributions, or accretions thereunto or securities now held therefor in respect of investments made therefrom, and of all future donations, subscriptions or accretions to the said Endowment Fund at any time hereafter made, in trust for the benefit of the said Endowment Fund, to have and to hold all thereof unto themselves as such trustees and for their successors in said trusts, upon and subject to all of the trusts hereinafter expressed;

NOW THEREFORE THIS INDENTURE WITNESSETH and it is hereby declared in pursuance of the aforesaid premises and for the purpose of effectuating the same, as follows:

1. The Rector and Wardens of the Church, in their personal capacities, and their respective successors in said offices in their personal capacities, for the time being, shall be and are hereby declared to be Trustees of all of the aforesaid Endowment Fund and of all past and future donations, contributions and accretions thereunto, to have and to hold and to stand at all times hereafter possessed thereof upon the trusts and subject to the terms and conditions hereinafter expressed and declared; and the said Trustees and their successors, in their personal capacities, shall be at all times known and referred to as "The Trustees of Holy Trinity Church Endowment Fund" (nevertheless for brevity herein referred to as "the Trustees").

2. The Trustees shall and will at all times maintain and keep separate, sufficient, and true and correct accounts of all moneys from time to time contributed towards the said Endowment Fund, and of all interest or revenue howsoever derived from any investment or investments of the said Fund or any portions thereof, and of all disbursements from time to time made out of the said Fund.

3. The Trustees shall at all times hereafter maintain and keep intact the present corpus of the said Endowment Fund and of all additions thereunto received by way of contribution or donation thereto, and shall not at any time suffer or permit save as hereinafter provided, any portion of the corpus of the said Fund to be disbursed or applied to any purposes whatsoever other than the investment and reinvestment from time to time of such corpus, accumulating at all times hereafter all such donations or moneys subscribed or contributed to the said Fund and using and applying the income only derived from the investment of such corpus for the purposes hereinafter provided.

4. The Trustees shall have full power and it shall be their duty from time to time to invest and reinvest the corpus of the said Endowment Fund in any securities issued by the Government of the Dominion of Canada or the governments of any of the provinces of Canada, or by the Government of the United Kingdom of Great Britain, or in any securities the payment of which, as to principal and interest payable thereunder, is guaranteed by any of such governments; and the Trustees shall not invest any portion of the corpus of said Endowment Fund from time to time required to be invested or re-invested in any other class of securities whatsoever.

5. The Trustees shall apply the new annual income derived from the investment of the corpus of the said Fund in and towards the upkeep, maintenance or expenses of the Church, in such manner as a majority of the Select Vestry thereof for the time being shall by resolution from time to time request, approve and direct, or in and towards any benevolent or charitable objects of the Church in like manner from time to time so approved, requested or directed by a majority of said Select Vestry.

6. It shall be the duty of the Trustees to exhibit and they will cause to be exhibited to the congregation of the Church at each annual meeting thereof a true, correct and audited statement exhibiting the amount of the corpus of the said Endowment Fund and all revenues received on account thereof and all securities held for investment of the corpus of the said Fund, and all disbursements made from the revenues thereof, and the Trustees shall be entitled to deduct from such Fund, if need be from the corpus thereof, the reasonable costs, charges and expenses occasioned by any such audit.

7. The Trustees shall be entitled out of the revenues of the said Fund from time to time to deduct and pay all reasonable and proper expenses which may be incurred by the Trustees in the management and investment or reinvestment of any portion of the said Fund, including the payment of commissions to agents and brokers for the purchase or sale of any securities purchased or sold by the Trustees in connection with the investment or reinvestment of the corpus of the said Fund and if need be for the purpose of obtaining advice and opinion of Counsel in respect of any matter appertaining to the administration of any of the trusts herein declared and provided, which advice and opinion, if so obtained by the said Trustees bona fide, shall be a sufficient justification to the said Trustees for any action, matter or thing done by the said Trustees pursuant to the said advice and opinion; but the Trustees will not be entitled at any time to receive any remuneration whatsoever for their time or services as Trustees in connection with any matter pertaining to the performance of any of the trusts herein declared.

8. The Trustees shall not be responsible for any loss in respect of any investment or reinvestment of any portion of the said Fund or which may be occasioned by decline in value of any securities of the said Fund, or for any cause whatsoever save only and except for wilful neglect, and shall be responsible only for such moneys as they shall actually receive, and one Trustee shall not be responsible in any way for any act, neglect, default or misconduct of any co-trustee of the said fund.

9. All securities representing the investment of any portion of the said Fund, except bearer securities, shall be received, taken and held by the Trustees in the joint names of the Trustees for the time being.

10. The Trustees shall in their own names as such Trustees be entitled to prosecute and maintain all suits and actions, either at law or in equity, which may be necessary at any time to be maintained or prosecuted for the collection of any revenues of the said Fund or for obtaining payment of any securities held therefor, or for the establishment of any rights of the Trustees in respect of the said Fund or arising out of any of the trusts herein contained, and may in their own names defend all manner of suits and actions which may at any time be brought against the Trustees in respect of any matter or thing done in connection with or arising out of the management, control or custody of the said Fund or the performance of any of the trusts herein contained, and shall be entitled at all times to be fully indemnified from and out of the said Fund, as well out of the corpus thereof as out of any revenues therefrom, for all manner of costs, losses, damages or expenses which the Trustees shall incur or become liable to pay by reason thereof as Trustees of the said Fund.

11. The Trustees shall cause to be kept and at the expense of the said Fund shall maintain a book, to be known as "Holy Trinity Church Endowment Fund Record", and therein the said Trustees shall cause to be entered, as and when received, the name and address of every person who has heretofore or shall at any time hereafter contribute unto the said Fund any sum amounting to One Hundred Dollars (\$100.00) or more of lawful money of Canada; and the said book shall be available at all times for the inspection of any member of the congregation of the Church or of any donor to the said Fund, and shall be produced and laid before every annual meeting of the congregation of the said Church.

12. The Trustees shall maintain and keep a separate bank account in a chartered bank of Canada, in the name of the Trustees, and into the said bank account there shall be deposited from time to time as and when received all donations and contributions to the said Fund and all revenues derived from the investment of the corpus of the said Fund, and all disbursements from and out of the said bank account shall be by cheques, which shall be signed by any two of the Trustees for the time being of the said Fund.

13. If at any time the Church premises, presently situated upon Donald Street in the City of Winnipeg and Province of Manitoba, shall be removed to any other location and in their place and stead another Church building be erected upon such other location for the use of the congregation of the Church, the Trustees shall continue to hold all of the said Endowment Fund, its securities and revenues, for the benefit of such congregation, upon the trusts hereinbefore declared; provided further that if at any time the Parish of Holy Trinity shall be dissolved and cease to exist, whereby or as a consequence whereof the congregation thereof for the time being, as such, shall be dissolved or cease to exist as a separate congregation of the Parish of Holy Trinity, and as a congregation of the Anglican Church, whether any of the said matters be occasioned by reason of union with any other christian congregation or not, then upon the happening of any such event, the Trustees, notwithstanding the dissolution and determination of their respective offices of Rector and Wardens, shall nevertheless in their personal capacities continue to hold, as Trustees thereof, all the said Endowment Fund, and the securities thereof, and all the accretions thereunto and donations from time to time made thereunto, in trust, to pay over and to apply the corpus and all accumulations thereof to such charitable purposes of the Anglican Church as the Trustees or a majority of them for the time being shall in their absolute and unfettered discretion determine, and no person who has heretofore or may hereafter contribute to the said Fund, either in the lifetime of such person or by legacy in favour of and for the benefit of the said Fund, shall have any claim whatsoever either in law or in equity to any portion of the corpus of the said Fund or any accretions thereunto or income derived from the investment thereof.

14. If for any reason whatsoever, by reason of any rule, regulation or canon enacted by competent ecclesiastical authority or otherwise, or by any law for the time being in force, the offices, respectively, of "Rector", "Rector's Warden" and "People's Warden" of the Church shall be determined, vacated, or done away with, then, notwithstanding, the Trustees, in their personal capacities, shall continue to hold the said Endowment Fund, and all accretions thereunto and all donations from time to time made thereto, upon and subject to all of the trusts herein declared, with like authority, control, direction and discretion in respect thereof as if such Trustees continued to be, respectively, Rector, Rector's Warden and People's Warden of the Church.

15. The Trustees or a majority of them shall have full power to make, execute and deliver to any person contributing to the said Fund or to the executor, trustee or personal representative of any deceased person, a good and sufficient receipt or release, discharge or satisfaction for any moneys contributed to the said Fund or bequeathed thereunto.

16. Every person who during his or her lifetime or who by his or her last Will and Testament shall contribute or donate any moneys or property, real or personal, to the said Fund, or for the benefit of the said Fund, shall be deemed to have so contributed and donated such moneys or property unto the Trustees and to their successors to be held by them upon the trusts hereinbefore declared, as Trustees thereof for such contribution.

17. It shall be the duty of the Trustees, upon the execution of these presents, to cause to be entered in a book a true and exact copy of this indenture, and to sign and execute the same in such book and cause the same to be signed, executed and sealed therein by the proper officers of the Church, and every succeeding Trustee who shall at any time hereafter replace any of the Trustees hereunder shall enter in the said book, under his hand and seal, an acknowledgment of his acceptance of the trusts declared and expressed in the said copy of this indenture contained in the said book, together with the date of his said acceptance, and upon so signing the said book shall be thereby deemed to have accepted and to be bound by all of the terms of this indenture, and to agree upon his part faithfully to observe, keep and perform the same.

18. In the event of the death, resignation or incapacity of any of the Trustees for the time being of the said Endowment Fund, the surviving or remaining Trustees shall have all the powers, authorities and discretions herein contained in relation to the said trusts and shall exercise the same as such Trustees until the office of such Trustee so dying, resigning or becoming incapacitated shall be duly filled, whereupon such person so appointed to such office in place of the said Trustee so dying, resigning or becoming incapacitated shall be and continue to be a Trustee with the remaining or surviving Trustees hereof.

19. All matters relating to the execution or performance of any of the trusts or duties of the Trustees or powers or discretions hereby conferred upon them shall be exercised only at regularly convened meetings of the Trustees, of which not less than two (2) days' notice in writing shall be given to each of the said Trustees of intention to hold such meeting and shortly specifying in such notice the business intended to be transacted thereat and the time and place of the holding of the same, and at such meetings all questions shall be determined by a majority of the Trustees present thereat, and if only two of the said Trustees be present, then all matters to be determined thereat shall be determined by the unanimous decision of such Trustees so present. A certificate in writing signed by any two of the said Trustees present at any such meeting that any particular matter or thing was done or transacted thereat shall be sufficient and conclusive evidence to all whomsoever it may concern that such matter or thing was regularly, duly and properly done and transacted by the Trustees at such meeting and that such meeting was regularly and duly constituted for the transaction thereof.

20. It shall not be necessary for all of the Trustees for the time being to sign or execute any deeds, conveyances, transfers, assignments, assurances or documents which may at any time be or become necessary to be made, signed or executed in the name and on behalf of the Trustees for the purpose of conveying, transferring or assigning any property of the Trust Estate, but any such deeds, conveyances, transfers, assignments, assurances or documents shall be sufficiently signed by and on behalf of the Trustees if the same be signed by any two of the Trustees for the time being, and it shall not be necessary for any person, firm or corporation paying, transferring or conveying unto the Trustees any money or property for the use of the said trust estate to be concerned in or to see to the application thereof.

21. The Church doth hereby release, convey, assign and transfer unto the Trustees in trust for the benefit of the said Endowment Fund all of its right, title and interest whatsoever which it now has or may at any time heretofore have had in respect of any moneys heretofore donated or subscribed to the said Endowment Fund, together with all of its right, title and interest in any securities in which any of the said funds so donated and subscribed have heretofore been invested, together with all accretions thereunto.

22. The Trustees do hereby accept the trusts hereinbefore contained, and do hereby acknowledge and declare that upon, from and after the execution of these presents and so long as they or any of them shall continue as Trustees hereunder, they will each, respectively, faithfully keep, observe and perform all of the trusts hereinbefore declared.

IN WITNESS WHEREOF the Trustees, respectively, have hereunto set their hands and seals, and the Church of England, Parish of Holy Trinity, Winnipeg, Manitoba, has caused these presents to be signed by its proper officers, who have hereunto affixed its corporate seal, all upon the day and year first above written.

SIGNED, SEALED AND
EXECUTED in the presence of

"HUGH PHILLIPPS"
as to the signature of
C. C. Carruthers.

HUGH PHILLIPPS"
as to signature
H. E. Sellers.

"HUGH PHILLIPPS"
as to the signature of
B. B. Smith.

(SEAL)

"HUGH PHILLIPPS"

) "C. C. CARRUTHERS" (SEAL)
) "Rector"
)
) "H. E. SELLERS" (SEAL)
) "Rector's Warden"
)
) "B. B. SMITH" (SEAL)
) "People's Warden"
) (Trustees)
)
) CHURCH OF ENGLAND,
) PARISH OF HOLY TRINITY
)
)By "C. C. CARRUTHERS"
) "Rector"
)
)By "H. E. SELLERS"
) "Rector's Warden"
)
)By "B. B. SMITH"
) "People's Warden"

We, the undersigned, being respectively Rector's Warden and People's Warden of the Church of England, Parish of Holy Trinity, in the Diocese of Rupert's Land, and having the custody of the original trust deed bearing date the 25th day of June, 1935, and entered into between the said Church of England and the Trustees therein named, DO HEREBY CERTIFY that the foregoing Schedule A attached to draft bill to amend and validate said trust deed is a true and correct copy of the original of said trust deed.

DATED at the City of Winnipeg, in the Province of Manitoba, this 19th day of October, A.D. 1950.

"M. ANDERSON"
Rector's Warden
"J. RAYNER"
People's Warden

NOTE: This Act replaces S.M. 1951, c. 95.