

Amalgamation

Circular copy of proposed agreement to provide for the Union of **THE CANADIAN FREE LIBRARY FOR THE BLIND** with **THE CANADIAN NATIONAL INSTITUTE FOR THE BLIND**.

Agreement made the 10th day of November, A.D., 1918, Between **THE CANADIAN NATIONAL LIBRARY FOR THE BLIND**, hereinafter referred to as the "Library," OF THE FIRST PART; and **THE CANADIAN NATIONAL INSTITUTE FOR THE BLIND**, hereinafter referred to as the "Institute," OF THE SECOND PART.

WHEREAS the "Library" is an Association formed under The Public Libraries Act, R.S.O., carrying on its operations at premises known as 142 College Street in the City of Toronto, the functions of the said "Library" being the maintaining of a circulating library for the benefit of blind persons throughout Canada.

AND WHEREAS the said "Library" is the owner of the leasehold premises known as 142 College Street, Toronto, aforesaid, together with the buildings situated thereon, the said leasehold premises being fully described in Schedule "A" hereto.

AND WHEREAS the "Institute" is an Association formed under the Dominion Companies Act, without share capital and without gain for its object, for the purposes, amongst others, of providing for the education and industrial training of the Blind generally throughout Canada, with its chief place of business at the said City of Toronto.

AND WHEREAS it is proposed that the "Library" shall be united and consolidated with the "Institute" upon and subject to the terms, provisions and conditions hereinafter set forth.

NOW THEREFORE, it is agreed as follows:

1. The "Library" shall transfer and assign and the "Institute" shall take over, subject as in the next clause provided, all and singular the leasehold lands, buildings, goods, chattels, moneys, credits, and all other assets and effects of the "Library" and the undertaking and goodwill thereof, together with all emoluments and benefits now being received and enjoyed by the "Library" insofar as they may be capable of being transferred, subject nevertheless, as to the said leasehold premises, to the present mortgages, charges, leases and encumbrances affecting the same or any part thereof.
2. The buildings known as 142 College Street, Toronto, and the leasehold grounds upon which they stand shall be held by Frederick W. Johnston, Charles W. Carruthers and L. M. Wood and the survivors or survivor of them, for a period of five years from the date of the union. The terms of such trust to be that if during the said period the "Institute" shall go into voluntary or involuntary liquidation or for any reason discontinue carrying out its statutory functions, then in such event, the said buildings and leasehold property shall revert to the Library and the present Board of the Library or its survivors shall be entitled to call for a transfer or such other assurance as may be requisite to effectually vest the said property again in the "Library", but in the event that the "Institute" is actively carrying on its present chartered functions at the end of the said period of five years, then the said property shall go and belong to the Institute absolutely, free and unfettered.
3. The said buildings and leasehold premises known as 142 College Street, Toronto, shall be devoted exclusively for the carrying on of the work of the "Library" and should the said buildings be expropriated by the University under the terms of the present lease of the ground from the University, all moneys realized by the "Institute" upon such expropriation shall be devoted to like purposes.
4. All moneys received by the "Institute" from the "Library" at the time of the union shall be devoted exclusively to the purposes of carrying on the work of the "Library" and for such purpose the said moneys shall be placed in a separate fund to be disbursed by a committee of the "Institute" duly appointed to supervise and carry out the work of the Library Department.
5. The "Institute" shall assume all the debts, obligations and liabilities of the "Library".
6. The "Institute" shall retain the present staff of the "Library" (if its members so desire) in their present positions for a period of not less than six months after the union is concluded and at salaries not less than obtain at such time.
7. The "Institute" shall carry on the functions of the "Library" as a separate department of the Institute.
8. The "Institute", at its option, shall be entitled to continue as the name of its Library Department the name "The Canadian National Library for the Blind."
9. The "Institute" shall defray all expenses of the union and shall thereafter assume entire responsibility for carrying on, promoting and developing in the best interests of the blind generally throughout Canada, the work carried on and functions performed hitherto by the "Library".
10. Upon the said union being completed, all members of the "Library" shall "ipso facto" become members of the "Institute."
11. This agreement shall not become binding or operative in any way until the same has been ratified and approved by the members of the "Library" and the council of the "Institute" respectively in general meeting duly called for the purpose of considering the same and is subject to the consent of the University of Toronto to the transfer of the said lease by the "Library" to the "Institute."

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals attested by the hands of their respective proper officers.

SIGNED, SEALED and DELIVERED

In the presence of: