

By-Law of Municipal Corporation

(MADE IN DUPLICATE)

BY-LAW No. 804

To authorize the borrowing of certain moneys from **The Royal Bank of Canada** to meet the current expenditure of the Corporation of the **CITY** of **NORTH BAY** for the year ~~1925~~ **1926**

WHEREAS it is necessary to borrow the sum of **Seventy Five Thousand** (**\$ 75,000.00**) dollars from **The Royal Bank of Canada** to meet the now current expenditure of the Corporation until such time as the taxes to be levied therefor can be collected.

BE IT THEREFORE ENACTED by the Municipal Council of the Corporation of the **CITY** of **NORTH BAY** as follows:

1st. That the **MAYOR** with the Treasurer of the said Corporation, be and they are hereby authorized under the seal of the Corporation to borrow from **The Royal Bank of Canada** the sum of **\$75,000.00** dollars as the same may be required from time to time to meet the now current expenditure of the said corporation.

2nd. That the said **MAYOR** with the Treasurer afore-said, be, and they are hereby authorized to pay or allow to the said Bank interest on the said sum of **\$75,000.00** dollars at the rate of **6** per cent. per annum, which may be paid or allowed in advance by way of discount or otherwise howsoever as they may deem best.

3rd. That the said sum of **Seventy-Five Thousand** (**\$75,000.00**) dollars so to be borrowed shall be made payable on or before the **31st** day of **December** next, and the promissory note or notes of the said corporation, if any, given therefor, if made payable before the said **31st** day of **December, 1926**, may be renewed by the said **MAYOR** and Treasurer from time to time, but no renewal thereof shall fall due later than the said **31st** day of **December** next.

4th. That the promissory note or notes of the said Corporation, sealed with the Corporate Seal and signed by the **MAYOR** and Treasurer of the said Corporation be given from time to time as required, in security for the amounts borrowed from time to time under the provisions of this By-law.

5th. That the giving of such renewal note or notes, as aforesaid, shall not be deemed satisfaction to the said Bank of the said advance or interest, but as evidence only of indebtedness.

Passed in open Council this **5th** day of **July** **1926**



[Signature] Reeve or Mayor,
(As the case may be)
[Signature] Clerk.

FOR ADVANCES TO MUNICIPAL CORPORATIONS
ON OVERDRAWN ACCOUNT

Agreement made the **5th** day of **July**

A. D. 19**26**, between the Municipal Corporation of the **City**
of **North Bay** hereinafter called "the Corporation," of the
one part and **The Royal Bank of Canada**, hereinafter called "the Bank,"
of the other part.

Whereas by a by-law passed by the Council of the Corporation on the **5th**
day of **July** A. D. 19**26**, and numbered **804**, authority was
given under Section 413 of the Consolidated Municipal Act, 1892, as amended, to
borrow from the Bank the moneys therein mentioned, to meet the current expen-
diture of the Corporation, and by such by-law this agreement was authorized.

And whereas the Corporation desires to borrow the said moneys by way of
overdraft of their current account with the Bank, and the Bank in consideration
of this Agreement has consented thereto, and has established an open credit for
the purpose as herein set forth.

Now it is hereby agreed that the said moneys may be borrowed by the
Corporation from the Bank by way of overdraft, such overdraft to be created by
the payment of cheques properly drawn on the Bank on behalf of the Corporation
and the Bank agrees to pay cheques so drawn from time to time, provided that
(after crediting all deposits made from time to time) the said account will not
thereby be overdrawn beyond the amount authorized by the said by-law.

And whereas for the convenience of the Corporation and the profitable use
of the said open credit, it has been agreed that during the currency of the said
loan any sum or sums of money received by the Corporation may be deposited to
the credit of the said current account, and the same in whole or part again
withdrawn, it is hereby expressly agreed that no deposit or deposits made for
the credit of the said current account shall be regarded as made in repayment of
the loan authorized by the said by-law or any part thereof, or shall have the effect
of repaying the same, but that the balance at any time, and from time to time,
existing as an overdraft of the said current account shall constitute the loan
authorized by the said by-law. **Provided however**, that should the Corporation
by notice in writing apply any deposit or deposits as payment *pro tanto* of the said
advance, then it or they shall be so applied, and the total amount of the overdraft
at any time thereafter shall not exceed the amount authorized by the said by-law
less the aggregate amount of the deposit or deposits so applied.

It is further agreed that the Bank shall not call for payment of the said
moneys until the **31st day of December** next ensuing,
and that the Corporation shall repay the same at that date. It is also agreed
that the said advance shall bear interest at the rate of **Six (6)** per cent.
per annum, which shall be added at the end of each month to the amount
advanced up to that time.

In witness whereof the Corporation has caused its corporate seal to be
hereto affixed.

D. D. [Signature]
Mayor
W. W. [Signature]
Clerk