

TRUST INDENTURE OF DALHOUSIE LEGAL AID SERVICE
(amended as of January 27, 1984)

THIS INDENTURE OF TRUST made as of the 1st day of September, 1970 by and between **Robert T. Donald** of Halifax, Nova Scotia, barrister-at-law and Dean in the Faculty of Law at Dalhousie University, and **R. Roland McIntyre** of Sydney, Nova Scotia, barrister-at-law and President of the Nova Scotia Barristers' Society (the Settlers) of the one part; and **R. Graham Murray, F. Murray Fraser** and **Arthur J. Meagher**, all of Halifax aforesaid, barristers-at-law and members of the Faculty of Law at Dalhousie University, **David W. Thomas** and **J. William E. Mingo**, both of Halifax aforesaid, barristers-at-law and **William J. Fenrick, Daniel A. Lapres** and **S. Bruce Outhouse**, all of Halifax aforesaid, students in the Faculty of Law at Dalhousie University (the Trustees), of the other part;

WITNESSETH:

WHEREAS THE Settlers have proposed that a trust be established for the provision of legal aid services, in the furnishing of which students of the School of Law at Dalhousie University (the Law School) would, along with others, participate; and

WHEREAS the Trustees have agreed to act as Trustees for and of such trust until their resignations or the termination of their appointments as hereinafter provided;

NOW THEREFORE the Settlers and the Trustees each hereby covenant, agree and declare as follows:

1. **Constitution and Name:** A trust is hereby created and constituted with the name "**Dalhousie Legal Aid Service**" (the Service), the Trustees of which are, until they resign or their appointments are terminated as hereinafter provided, the Trustees; and the Trustees acknowledge receipt of the sum of Ten Dollars (\$10.00) of lawful money of Canada from the Settlers and covenant and agree to hold, and declare that they hold, the same, together with such other property and funds as are received or acquired by them in their capacity as Trustees hereunder, in trust for the purposes hereinafter set forth.
2. **Purposes:** The purposes of the Service shall be:
 - a. To provide legal aid services for persons who otherwise would not be able to obtain legal advice or assistance;
 - b. To conduct research, provide information, make recommendations, and engage in programs relating to legal aid and law reform in the Province of Nova Scotia;
 - c. To provide an educational experience in the solution of legal problems for students enrolled in the Faculty of Law of Dalhousie University who participate in the work of the Service.
3. **Office:** The head office of the Service will be at the Weldon Building, Faculty of Law, Dalhousie University, Halifax, Nova Scotia, or at such other place as is determined by by-law.
4. **Duration:** Subject to the provisions of Article (10) of this Indenture, the duration of the Service shall be perpetual.
5. **Trustees:** The Service shall be under the control and direction of the persons who from time to time are the Trustees hereunder. The Trustees hereunder shall be nineteen in number, of whom:
 - (i) two shall be barristers-at-law holding practicing or non-practicing certificates from the Nova Scotia Barristers' Society, appointed by Faculty;
 - (ii) one shall be the Director of Nova Scotia Legal Aid or the Director's nominee;
 - (iii) three shall be students at the Law School to be chosen as follows:

- (a) two shall be elected by and from among those students who are either enrolled in the Clinical Law programme or who have been or are otherwise actively participating in the Service;
- (b) one shall be chosen by the Law Student Society from those students enrolled in first or second year in such manner as is determined by the Law Student Society;
- (iv) one shall be the Executive Director appointed as hereinafter provided;
- (v) two shall be teaching members of the Faculty of Law appointed by the Faculty of Law;
- (vi) nine shall be representatives of the community selected in the manner determined by by-law.
- (vii) one shall be a Staff Representative of Dalhousie Legal Aid Service elected by all full time and part time staff (excepting the Executive Director) of the Service, as determined by by-law.

Except for the Director of Nova Scotia Legal Aid or his nominee and the Executive Director, the Trustees shall hold office in a manner as is determined by by-law.

6. **By-Laws:** The Faculty or the Trustees may make and amend such by-laws for the Service as they from time to time deem necessary, but no by-law may be inconsistent with the provisions of this Indenture, and no by-law made by the Trustees shall take effect until it is confirmed by a resolution of the Faculty.
7. **Powers of the Trustees:** Subject to the provisions of this Indenture and the by-laws of the Service from time to time in force, the Trustees hereunder shall have full power to do everything and anything reasonably necessary or convenient to further the purpose of the Service and, in particular and without limiting the generality of the foregoing:
 - a. To acquire, whether by gift, bequest, grant, or purchase, to hold, and to dispose of any real or personal property, whether or not of a kind designated for trustee investments by any statute;
 - b. To appoint employees, agents, and professional advisers and to provide for their remuneration, if any;
 - c. To enter into any manner of contracts or agreements on behalf of and in the name of the Service;
 - d. To delegate their powers to one or more of their number;
 - e. To borrow money on behalf of the Service and to secure such borrowing by mortgage, charge, hypothecation, or pledge of any of the property of the Service;
 - f. To maintain one or more bank accounts in the name of the Service and to designate the signing officers thereof.
8. **Executive Director:** The Service shall be managed by an Executive Director who shall be appointed by the Trustees and, in the performance of his duties, subject to their direction and control. No person shall be eligible for appointment as Executive Director unless he holds a practicing certificate from the Society, and failure of any Executive Director to continue to hold a practicing certificate shall automatically terminate his appointment.
9. **Amendment:** This Indenture may be amended from time to time by a resolution of the Faculty which is adopted at two meetings separated in time by more than ten full days, in each case by a

majority vote of the members of the Faculty attending such meeting; provided that (i) paragraphs (8), (9), and (11) hereof may not be amended without the prior written approval of the Council, and (ii) no amendment to this Indenture shall take effect until a copy of same, certified by the secretary of the Society.

10. **Liability of Trustees:** So long as he is not personally guilty of wilful misconduct, bad faith or gross negligence no Trustee shall be personally liable for any of the debts or liabilities of the Service or for the fulfillment of its contracts or other obligations or for the management of the Service's property and funds; and all such debts, liabilities, contracts and obligations shall be paid out of the property and funds of the service. Such property and funds are hereby charged with a first lien in favour of the Trustees hereunder for their security and indemnification for any amounts paid out by such Trustees or any of them for any liability of the kind hereinbefore referred to and for the security and indemnification of such Trustees against any liability which they may incur in their capacity as such, including without limitation the cost of litigation.
11. **Termination:** The Service may be terminated at any time by a resolution of the Council passed at two consecutive meetings of the Council separated in time by more than fifteen full days, in each case by a majority vote of the members of the Council attending such meeting; but no such amendment shall take effect until a copy of same, certified by the secretary of the Society, has been delivered to one or more of the Trustees and appended to the counterpart of this Indenture maintained by the Service for such purpose and until all debts and other obligations of the Service have been paid or otherwise discharged. Upon the termination of the Service the surplus assets, if any, shall become the property of the Council except to the extent that this may be contrary to the conditions or terms on which the same or any of them were received by the Service.

THIS INDENTURE shall ensure to the benefit of and bind the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Indenture on the day of June, 1971, but effective as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

Robert T. Donald
W. Ronald McIntyre
R. Graham Murray
F. Murray Fraser
Arthur J. Meagher
David W. Thomas
J. William E. Mingo
William J. Fenric
Daniel A. Lapres
S. Bruce Outhouse