



CHAPTER 72

An Act to amend the charter of the city of Quebec

[Assented to, the 29th of April, 1941]

WHEREAS the city of Quebec has, by its petition, Preamble.
represented that it is in the interest of the city
and necessary for the proper administration of its
affairs, that its charter, the act 19 George V, chapter
95, and the acts amending it, be again amended; and

Whereas it is expedient to grant its prayer;

Therefore, His Majesty, with the advice and consent
of the Legislative Council and of the Legislative
Assembly of Quebec, enacts as follows:

1. The city of Quebec is authorized by this act to Loans
borrow the following amounts, dependent upon the authorized.
approval of the Quebec Municipal Commission:

a. Twenty-eight thousand dollars to purchase an
aerial ladder for the fire department;

b. Fifty thousand dollars for the construction of
permanent paving;

c. Twenty-five thousand dollars for replacement of
paving.

2. For the purposes authorized above, the city may, Issue of bonds
by resolution of its council, issue bonds, bearing interest authorized.
at a rate not exceeding five per cent per annum, payable
half-yearly, repayable by series or within certain
periods, for a duration not exceeding twenty years, and,
if it deem fit, redeemable at par, if the bonds contain
mention thereof, at any interest maturity date, after
two months' previous notice, given once a week, during
two months, in French and in English, in a newspaper
published in Quebec, and by giving notice of two
months by registered letter addressed to the registered

bondholders at their last address known at the City Hall.

19 Geo. V, c.
95, s. 36,
replaced.

Proprietors
entitled to
vote.

3. Section 36 of the act 19 George V, chapter 95, is replaced by the following:

"36. Every proprietor of an immoveable or part of an immoveable in the city of Quebec of a real value of two hundred dollars as entered on the assessment roll is entitled to vote at the election of the mayor and aldermen."

19 Geo. V, c.
95, s. 37, re-
placed.

Tenants
entitled to
vote.

4. Section 37 of the act 19 George V, chapter 95, is replaced by the following:

"37. Every tenant of an immoveable in the city of Quebec, for which he pays an annual rent of at least sixty dollars over and above the municipal taxes and assessments repayable to the proprietor, is entitled to vote at the election of the mayor and of the aldermen whose seats are designated by the number 2 or the number 3."

19 Geo. V, c.
95, s. 38, re-
placed.

Voting by
companies,
etc.

5. Section 38 of the act 19 George V, chapter 95, as replaced by the acts 1 George VI, chapter 102, section 7, and 3 George VI, chapter 102, section 12, is again replaced by the following:

"38. Joint-stock companies or corporations may, whether or not they have paid their taxes or other dues, be entered on the list of municipal electors and vote at the elections of aldermen for seats numbers 1, 2 and 3, and at the election of mayor, according as they are owners or lessees, through a representative authorized to that effect by a resolution of the board of directors and a copy whereof shall be filed in the office of the city assessors on or before the fifteenth of July of every second year, beginning in 1940, and they may exercise this right in any ward where assessments or taxes are imposed upon them; provided such representative be, at the time of voting, a British subject, of the full age of twenty-one years and a member, director, attorney or employee of the said company or corporation.

Entering of
companies on
list, by assess-
ors.

The assessors shall enter on the list of electors the names and addresses of the said companies or corporations, and the names, addresses and occupation of their representatives, after the above formalities have been duly complied with.

According to the information and addresses received from the assessors for each ward, the city clerk shall cause to be published in a French newspaper and in an English newspaper of the said city a public notice to that effect, and, in addition, shall cause to be transmitted, to each such company or corporation affected by this section to their last address known at the city hall, a copy of such notice, on or before the fifteenth of June of every second year, beginning in 1940.

Notice to be given.

Failure to receive such notice shall not be deemed, however, an informality of a nature to invalidate an election".

Default of notice.

6. Section 116 of the act 19 George V, chapter 95, is replaced by the following:

19 Geo. V, c. 95, s. 116, replaced.

"**116.** If the votes are equally divided for the same office of mayor or alderman, the city clerk shall apply, by petition, to a judge of the Superior Court at Quebec, within the four days next after the day of the election, for a recount of the votes. After such recount, if the votes be still equally divided, the city clerk shall, forthwith, by a written declaration, determine and decide who, amongst those who have the same number of votes, shall be deemed elected to the office.

Vote of city clerk, after recount, in case of tie.

The costs of the recount shall be borne by the city and the city treasurer is authorized to comply with the provisions enacted in section 136 of this act."

Costs of recount.

7. Section 162 of the act 19 George V, chapter 95, as replaced by the acts 21 George V, chapter 122, section 5, and 1 George VI, chapter 102, section 31, is again replaced by the following:

19 Geo. V, c. 95, s. 162, replaced.

"**162.** The city of Quebec shall provide a pension fund for its permanent employees, and all necessary powers for such purpose are conferred upon it. The following shall be deemed a permanent employee of the city and as such entitled to a pension for life: every person whose name appears in the municipal budget, whose annual salary is fixed and is voted each year and who forms part of the internal service of one of the departments of the city hall, or who is attached by the nature of his employment to one of the internal services of the city hall. No employee, except upon resolution of the administrative committee, may be appointed permanently and put on the pay-roll of permanent employees, save at the time of preparing the annual municipal budget.

Pension fund for permanent employees.

Dismissal.

The permanent employees above mentioned may be removed from their duties as such only upon the affirmative vote of two-thirds of the members of the council.

Pension to old non-permanent employees authorized.

The city is authorized to pay to its old non-permanent employees and who have become unable to work a pension which shall be fixed by the council upon the report of the administrative committee, and this notwithstanding that such employees have not contributed to any pension fund."

19 Geo. V, c. 95, s. 162a, replaced.

8. Section 162a of the act 19 George V, chapter 95, as enacted by the act 3 George VI, chapter 102, section 13, is replaced by the following sections:

Contract for pension fund with insurance co. authorized.

"**162a.** Instead of continuing to administer such pension fund itself, the city, after agreement with the members of the pension fund for the permanent employees of the city, and upon the recommendation of the Superintendent of Insurance, may contract with one or more life insurance companies, or with any other company or institution issuing life-rents, to ensure retiring pensions for its permanent employees.

System obligatory until new agreement.

"**162b.** After the coming into force of such a contract, the city cannot abandon the pension system contemplated in section 162a until after a new agreement has been reached with its permanent employees, and the authorization of the Legislature has been obtained.

Retroactive effect.

In order to enable the city to complete the contract to ensure retiring pensions for its permanent employees contemplated by the resolution of the said permanent employees of the 16th of October, 1940, by the recommendation of the Superintendent of Insurance of the 19th of December, 1940, and by the resolution of the Council of the 20th of December, 1940, section 162a, as above, shall apply with the same effect as if it had been so enacted by the act 3 George VI, chapter 102, section 13.

Idem.

The said contract may be made to have effect as from the 1st of November, 1940, or from any subsequent date determined by the parties.

Return of contributions in case of dismissal, etc.

Such contract must stipulate that in the event of an employee being dismissed or leaving the service voluntarily, his own contributions shall be returned to him, the city's contributions being returned to the city. An employee, however, shall have the privilege of retiring after attaining the age of sixty years, the pension being reduced accordingly.

The premium payable to the assurers for assuming the obligations accrued in favour of the members of the said pension fund at the date so fixed may be liquidated in part by the city by transferring to the assurers the cash and securities of the said pension fund at such date and the balance thereof may be paid in annual instalments at an interest rate not exceeding four and one-half per cent per annum and for a period of not more than twenty-five years.”

Payment of premium due to assurers.

9. Section 273 of the act 19 George V, chapter 95, amended by the act 24 George V, chapter 87, section 5, and replaced by the acts 1 George VI, chapter 102, section 49; 2 George VI, chapter 104, section 8, and 4 George VI, chapter 74, section 25, is again replaced by the following:

19 Geo. V, c. 95, s. 273, replaced.

“**273.** Interest at the rate of five per cent per annum shall be payable on all sums exigible by the corporation for any taxes whatsoever not paid before the first day of November of each and every year, which interest shall be computed from the said first day of November until payment is fully made, and, on accounts for the cost of snow removal, the interest shall be computed from the 1st of September of each year. As regards other accounts, the interest shall be computed from thirty days from the sending of the account for the current year. Interest at six per cent per annum shall be charged on any license not paid within thirty days from the date of its exigibility.”

Interest on taxes due to city.

Every ratepayer who shall pay his tax account before the 15th of October shall be entitled to a discount not exceeding three per cent per annum, computed on the number of days between the date of payment and the 1st of November.

Discount for prepayment of taxes.

The city may accept from the ratepayers, between the 1st of January and 30th of April of each year, payments in advance on the taxes for the following year, and the ratepayers so paying shall be entitled to the discount contemplated in the preceding paragraph.

Payment in advance.

The money so collected shall not be employed for other purposes than the redemption of treasury notes.

Use of proceeds.

No remission or reduction of the interest on the amount exigible by the city and unpaid may be made.

No remission of interest.

The annual instalments due under the act 25-26 George V, chapter 82, as amended by the act 4 George VI, chapter 25, section 9, shall bear interest at five per cent, from the date of their becoming exigible.”

Interest on instalments re seignioria rents abolition.

19 Geo. V, c.
95, s. 383a,
added.

10. The act 19 George V, chapter 95, is amended by inserting therein, after section 383 thereof, the following section:

Private sale
of certain lots
authorized.

“383a. With a view to increasing the number of property-owners, the city, after notice published twice in a French newspaper and in an English newspaper, may, one month after the second publication of the notice and notwithstanding section 383 of this act, sell by private sale for a price of at least ten dollars each, the vacant lots of which it has become owner through the non-payment of taxes and the municipal valuation whereof at the time of the city's acquisition did not exceed five hundred dollars, provided that the purchaser binds himself by contract to fulfil the following conditions:

Conditions.

a. To complete, within a delay of twelve months to be computed from the date of signing the contract, the construction of a dwelling of a minimum value of two thousand five hundred dollars and conforming to the city's building by-laws;

b. To bear the costs of the deed of sale and to furnish a copy of the contract free to the vendor;

c. Not to transfer his rights of ownership before having fulfilled the conditions stated in paragraph *a* of this section;

d. No one may avail himself of the selling price of such lots in the event of a subsequent contestation of the valuation of his property;

e. Failing the performance of the contract, the penalty fixed in the said contract shall be exigible.”

19 Geo. V, c.
95, s. 609,
replaced.

11. Section 609 of the act 19 George V, chapter 95, is replaced by the following:

Summoning
of debtors.

“609. The Recorder's Court may summon to appear before it any person who may be indebted to the city for assessments, taxes or municipal dues of whatsoever nature.”

19 Geo. V, c.
95, s. 629,
replaced.

12. Section 629 of the act 19 George V, chapter 95, is replaced by the following:

Sale for taxes
of immove-
ables belong-
ing to owners
unknown, etc.

“629. When the owner of an immoveable property situate within the city of Quebec, and liable by privilege to the city for taxes or assessments, is unknown or uncertain or cannot be found, the city may apply, by simple petition, to the Recorder's Court for the sale of such immoveable by the sheriff; and, for that purpose,

articles 1026 to 1036, inclusively, of the Code of Civil Procedure, apply, *mutatis mutandis*, to the said court, which has all the powers conferred on the Superior Court by the said articles."

13. Notwithstanding any general law or special act to the contrary, particularly and not reserving section 34 of the Revised Statutes, 1925, chapter 25, the city of Quebec is declared to have been and to be free from the application of section 34 of chapter 25 of the Revised Statutes, 1925, the city assuming the cost of pending suits entered before the 17th April, 1941. This provision shall not affect cases which have been adjudged.

City authorized to tax hotels, etc.

14. Section 11 of the act 1 George VI, chapter 57, is replaced, for the city of Quebec, by the following:

1 Geo. VI, c. 57, s. 11, replaced for city.

"11. The sums arising from the annual instalments or the instalments paid in anticipation, contemplated under section 5, including the interest or revenues derived therefrom, must be deposited in a bank, in a special savings account, or invested in stock or debentures of the Dominion of Canada or of the Province of Quebec.

Depositing of sums derived from instalments.

Such sums must be used exclusively for the repayment of the loan contemplated under section 9.

Use of such sums.

But the municipal or school corporation shall not be bound to make the above-described investments nor to deposit in the special account in question a greater sum than that required every year for the amortization and interest of the loan contracted. As for instalments paid in anticipation, the city may apply them to the redemption of its own bonds."

Obligation to deposit limited.

15. Section 3 of the act 4 George VI, chapter 74, is amended:

4 Geo. VI, c. 74, s. 3, am.

a. By replacing subsection 1 thereof by the following:

"1. In this act, unless the context indicates a different meaning:

Interpretation:

a. "Purchaser" means any person who acquires from a vendor moveable property at a retail sale in the territory hereinbelow mentioned;

b. "Moveable property" means all property which is not considered immovable by the laws of this Province, and includes gas and electricity, but does not include telephone service;

"Moveable property";

- "Person"; c. "Person" includes an individual, a firm, a company, a corporation, an association of persons, an estate, a sequestrator, a trustee in bankruptcy, a liquidator, a fiduciary trustee, an administrator or an agent;
- "Sale price";
"Purchase price"; d. "Sale price" or "purchase price" means a price in money, and also the value of services rendered, the actual value of the thing exchanged, and other consideration or prestations accepted by the seller as price of the thing covered by the contract of sale. They shall include the charges for the installation of the thing sold, for interest, for finance, for service, for customs, for excise and for transportation, even when such are not shown separately on the invoice or in the vendor's books;
- "Sale"; e. "Sale" includes a sale pure and simple, a conditional sale, a sale by instalments, an exchange, a lease or any other contract whereby, at a price or other consideration, a person delivers or binds himself to deliver, to another, moveable property;
- "Retail sale"; f. "Retail sale" means a sale to a purchaser or user for purposes of consumption or use, and not for resale;
- "User"; g. "User" means any person who, within the territory, utilizes any moveable property for his own use or for that of other persons at his expense;
- "Vendor"; h. "Vendor" means any person, who sells moveable property at a retail sale in the territory, for purposes of consumption or use, and not for resale;
- "Territory". i. "Territory" means the territory of the municipalities mentioned in subsection 2 of this section.";
- Imposing of
"sales tax"
authorized. b. By replacing subsection 2 thereof by the following:
"2. The city may impose by by-law and levy, from the first of May, 1940, inclusive, in addition to any other tax, a special tax called "sales tax" not exceeding two per cent of the sale or purchase price, retail, except the exemptions hereinafter enumerated, of any moveables, any moveable effects, any merchandise and any article of trade whatsoever, including gas and electricity used for lighting, power or heating, sold in the following territorial limits:
- Territory
affected. The cities and towns of:
Quebec,
Levis,
Lauzon,
Château d'Eau.
Courville,
Beauport,

Quebec-West,
Val Saint-Michel;

The municipal corporations of:

Charny,
St. David de l'Auberivière,
St. Romuald d'Etchemin,
St. Téléphore,
Beauport,
Beauport-East,
Beauport-West,
Charlesbourg,
Charlesbourg-East,
Giffard,
L'Ancienne Lorette,
La Petite Rivière,
Loretteville,
Montmorency,
St. Ambroise de la Jeune Lorette,
St. Charles de Charlesbourg,
St. Colomb de Sillery,
St. Dunstan du Lac Beauport,
St. Félix du Cap Rouge,
Sainte-Foy.

Subject to the exceptions in subsection 3, the tax ^{Sales outside} may also be imposed and levied in the case of a sale ^{territory.} made outside of the said territory, whether the purchaser resides or has his place of business in the said territory or outside thereof, provided that in such case the thing covered by the contract is within the said territory, either at the time of the sale or at the time of the delivery, except if it is brought therein for purposes of delivery only, or that the thing which is in the said territory has been carried out of the said territory with the intention of evading the payment of the tax.

The tax may also be imposed and levied in the case of the sale of a motor vehicle, as defined in the Motor Vehicle Act (Revised Statutes of Quebec, 1925, chapter 35), a piano, an electric refrigerator or a radio or of any other merchandise that the council may determine by by-law, to a purchaser who has his domicile or ordinary residence or place of business in the said territory, whatever be the place, outside of the said territory, where the sale or delivery is made.”;

Idem.

c. By replacing subsection 3 thereof by the following:

“3. This tax shall not apply to the following:

Exemptions.

a. Bonds and shares of a corporation;

- b. All other intangible property, all securities, all moneys;
- c. All transactions made through the Canadian Commodity Exchange Inc.;
- d. All debts, rights of action, incorporeal rights, annuities, insurance premiums;
- e. Beer and tobacco;
- f. Gasoline and kerosene (coal oil);
- g. Foodstuffs, not including candies and confectioneries;
- h. Provisions or merchandise sold by a farmer, horticulturist, nurseryman, aviculturist or apiculturist and produced through the pursuit of his undertaking;
- i. Tools, farm implements and parts, farm machinery and tractors, acquired by a *bona fide* farmer to be used for the needs of his farm; nor animal-drawn vehicles, grain and mill feeds, seeds, fertilizers, horses, harness for horses, livestock and drain tiles for agricultural purposes, also purchases by a *bona fide* farmer;
- j. Boats, fishing nets and any other fishing apparatus purchased by a *bona fide* fisherman to be used in his trade;
- k. Natural water, distilled water and ozonized water;
- l. Medicaments on doctors' prescriptions;
- m. Fares on tramways, autobuses, boats, railroads or other transportation systems by land, water or air and toll fares;
- n. Price of admission to places of amusement, as defined by the Amusement Tax Act (Revised Statutes, 1925, chapter 125), as amended;
- o. Sales to the Federal Government or to the Provincial Government;
- p. Sales made to a *fabrique* or the trustees of a parish or to a cemetery society or company or to a hospital, for the purposes of their work, and sales made by them;
- q. Sales by judicial authority;
- r. Sales made by any person carrying on business in the said territory, when the merchandise thus sold is shipped outside of the territory subject to the tax, for consumption or use outside of the territory subject to the tax;
- s. Meals;
- t. School books, Bibles and Prayer Books;
- u. Telegraph messages;
- v. Sales for a price of ten cents or less, save where soft drinks or aerated waters are concerned.

The tax is not exigible when the sale has been effected in good faith before the 1st of May, 1940. When tax not exigible.
 The tax is not exigible in the case of purchases made to carry out a contract for an undertaking by the job entered into before the 1st of April, 1940, and, if paid, the city is authorized to remit the same.

Nevertheless, any goods delivered, after the 1st of May, 1940, under a contract by the job or under a contract for delivery entered into prior to the 1st of May, 1940, shall be subject to the tax. Exception.

When a sale is annulled, the tax is levied only on that part of the price retained by the seller. When sale annulled, etc. The case is the same when the thing sold is returned or refused.

When a person gives in exchange, for part of the price of merchandise purchased by him, other merchandise of the same kind, the tax shall be payable only on the balance of the purchase price." Exchange.

d. By replacing subsection 20 thereof by the following:

"20. The annual revenue collected by the city of Quebec from the said tax shall, after deducting the expenses incurred by the city for the imposition and collection of such revenue, be apportioned every three months by the city of Quebec between itself and the municipal corporations mentioned in subsection 2 of this section, in proportion to their respective populations, as established by the last federal census then published. Apportionment of proceeds of tax.

If the collection of this tax is made by the Provincial Treasurer in virtue of one or more agreements entered into between the Provincial Treasurer and the city of Quebec, such apportionment shall be made within fifteen days of the remittance by the Provincial Treasurer to the city of Quebec, subject to the foregoing." Idem.

16. The city of Quebec is authorized to settle cases now pending, relating to the recovery of certain special taxes imposed under the act 1 George VI, chapter 102, section 67, paragraph 195. Settling of certain pending cases authorized.

17. The contracts entered into before Charles Delagrave, notary, on the 20th of September, 1938, under the number 15,656 of his minutes, and on the first of March, 1941, under the number 16,800 of his minutes, between the City of Quebec and The Quebec Railway Light & Power Company, reproduced as Contracts ratified.

schedules A and B to this act, are ratified, confirmed and declared valid and legal and shall form part of this act, and the city is authorized to carry out the said contracts without other formality.

Coming into
force.

18. This act shall come into force on the day of its sanction.

SCHEDULE A

On the twentieth of September, in the year one thousand nine hundred and thirty-eight,

Before Charles Delagrave, notary for the Province of Quebec, residing and practising in Quebec,

Appeared:

The City of Quebec, herein represented and acting by His Honour the Mayor, Mr. Borne, of the city of Quebec, industrialist, duly authorized for the purposes hereof by a report of the administrative committee of the said city of Quebec, adopted at its sitting held at Quebec on the twenty-fifth of August last, and by a resolution of the council of the said city, passed at its sitting held in Quebec on the twenty-sixth of August last (1938), a certified copy of the said resolution remaining annexed to the minute hereof,

Party of the first part,

hereinafter called "the city"; and

Quebec Railway, Light and Power Company, a body politic and corporate, having its chief place of business in the city of Montreal, herein represented and acting by Mr. J. Eugène Tanguay, of the city of Quebec, its manager, duly authorized for the purposes hereof by a resolution of the board of directors of the said company, passed at a meeting held in Montreal on the seventh of September instant (1938), and whereof a certified copy remains annexed to the minute hereof, after having been signed for identification by the parties and the undersigned notary,

Party of the second part,

hereinafter called "the company";

Which said parties declare and agree with each other as follows, to wit:

Whereas, by deed passed before the undersigned notary on the twenty-fourth of March, one thousand nine hundred and twenty-five, under the number 7243 of his minutes, the parties hereto made a contract (hereinafter called "the main contract"), by which the company was authorized to maintain and operate a tramway or trolley system within the limits of the city for a period of thirty years, beginning on the first day of the month of July, one thousand nine hundred and twenty-five (1925), and in which the terms and conditions of the maintenance and operation of such system were stipulated; and

Whereas, by the act 15 George V (Quebec), chapter ninety-one (91), the said main contract was ratified, confirmed and declared valid, legal and obligatory; and

Whereas the development of urban transportation in the last few years has occasioned, in a large number of towns, the substitution of autobuses and trolley-buses for tram-cars; and whereas both parties hereto consider that, in order to provide the city of Quebec with a modern transportation system, the main contract should be amended to permit the establishment and operation of an autobus or trolley-bus service to replace the tram-cars in such parts of the city and on such routes as the parties hereto may deem expedient; and

Whereas, in order to effect such change, it is necessary to amend the main contract and to provide for the removal of the rails and of ice and snow in the streets where tram-cars are to be replaced by autobuses or trolley-buses;

Therefore these presents witness that:

1. The main contract and the present contract shall be read and interpreted so as to form a single contract and, with the exception of the changes or variations contained in the present contract, the terms and conditions of the main contract shall remain in full force.

2. In addition to all the powers conferred upon the company in the main contract, the company shall, from and after the date of the present contract, and as long as the main contract shall remain in force, have the exclusive right to maintain and operate an autobus or trolley-bus service within the present and future limits of the city, according to the terms and conditions stipulated in the present contract.

3. The company shall replace as soon as possible the portion of its tramway or trolley system known as the

"Limoilou" service by an autobus service which it shall operate over the same route as the "Limoilou" service, as far as the intersection of St. Joseph and Crown streets or the neighbourhood thereof. Jointly with such replacement, the portion of the tramway system known as the "St. François D'Assise" service shall be extended from d'Youville square to the Chateau Frontenac and thence by Fabrique hill, St. John street and d'Youville square.

4. The company may, from time to time, with the city's consent, replace any other portion or portions of its present tramway system by an autobus or trolley-bus service.

5. Whenever the company replaces a tramway service by an autobus service, it shall, without undue delay and at its own expense, remove all its poles and wires and overhead supports which will not be required for its tramway service and are not used for any other purpose, and shall see to the filling up of the holes from which the poles have been removed.

6. Whenever the company substitutes an autobus service for the tramway service it may either remove from the streets the rails which are no longer useful and then repair, at its own cost, any damage which it causes to the pavement of the said streets by such removal, or leave the said rails in the streets. In the latter case the city shall have the right at any time, without being obliged to give the company any compensation, to resurface the said streets including the rails. If the city wishes at any time to pave or repave any such street and expose the foundations of the rails which may have been left there, it may then require the company to remove the said rails and the company shall do so at its own cost.

7. Clauses fourteen and fifteen of the main contract shall not apply in the streets where autobuses or trolley-buses have replaced tram-cars, save and except that the company shall continue to pay, in those of such streets where its service now exists and in which removal of snow is not municipalized, the sum of ten cents per linear foot per annum to the bordering proprietors, as it does at present, as long as the removal of the snow in the said streets shall not be municipalized.

8. The following clauses of the main contract shall not apply to that portion of the company's system in which the tram-cars are replaced by autobuses or

trolley-buses: clauses three, four, five, seven, eight, twelve, thirteen, seventeen and twenty-four (3, 4, 5, 7, 8, 12, 13, 17 and 24).

9. Clause six of the main contract shall not apply to the autobus or trolley-bus system, but the said vehicles must be in conformity with the requirements of the Motor Vehicle Act, and the models of the said vehicles must be approved by the city engineer.

10. Whenever the company replaces a tramway service by an autobus or trolley-bus service, the clauses of the main contract shall apply to such new service in so far as the route and the time-table are concerned, subject, however, to any change of route and of time-table which the parties may hereafter agree upon.

11. The company shall allow transfers from an autobus or trolley-bus to a tram-car and *vice-versa*, and from one autobus or trolley-bus service to another autobus or trolley-bus service, at transfer points, as at present.

12. The autobuses and trolley-buses shall stop before crossing the intersections of streets to allow passengers to get on or off, at the places which the parties may fix by mutual consent. For such purpose, the city shall establish zones forty (40) feet in length at each stopping point, and shall provide for the erection and maintenance of signals to designate such zones, and shall adopt the necessary by-laws to prohibit any other vehicle from parking there during the hours of the bus service.

13. The city shall take the necessary measures to have the snow and ice removed from the streets in which the company will operate its service, and shall allow the company to throw salt and sand in the portions of the streets where its vehicles operate, in order to prevent or lessen skidding on slippery and dangerous streets.

14. The parties hereto shall not be liable to each other for interruptions in the autobus or trolley-bus service hereafter established occasioned by strikes, acts of God, fortuitous events, accidents or the bad state of the streets. Each party shall, however, do its best to reduce the number of interruptions of the service to a minimum.

15. In the event of the parties hereto mutually agreeing to replace an autobus or trolley-bus service, established in virtue of these presents, by a tramway service, the main contract alone shall again apply to

such tramway section, notwithstanding the present contract.

16. The parties covenant to aid each other mutually to obtain all the consents, authorizations and ratifications of the Federal and Provincial governments, as well as of any Federal or Provincial commission, which they may find useful or necessary. The city undertakes to apply to the Legislature of the Province of Quebec for the ratification of the present contract in the next Bill which it will submit to the Legislature.

17. The company shall pay the cost of these presents as well as of three certified copies for the city.

18. The letter addressed by the company to His Honour the Mayor, dated the 10th of September instant, hereto annexed and certified correct, shall form part of this contract.

Whereof Acte:

At Quebec, at the office of the undersigned notary, under the number fifteen thousand six hundred and fifty-six of his minutes.

After due reading the parties signed with me, notary.

(Signed) "The Corporation of the City of Quebec",

"LUCIEN BORNE", Mayor.

"Quebec Railway, Light and Power Company",

"J. E. TANGUAY".

"CHARLES DELAGRAVE, N.P.".

True copy of the minute remaining in my office.

CHARLES DELAGRAVE, N.P.

The Quebec Railway, Light and Power Company
Railway Division

Quebec, P. Q., 10th September, 1938

His Honour Mayor Lucien Borne,
City Hall,
Quebec, P. Q.

Mr. Mayor,

Subject to the passing of the contract between the city and the company, regarding the establishing of an autobus service in the limits of the city of Quebec, we

are pleased to hereby confirm the two additional conditions upon which we agreed and which are as follows:

1. Payment, at the time of signing the autobus contract, of a sum of \$18,000.00, as a full and final contribution by the company to help paving in Limoilou, in the streets where tram-cars will be replaced by autobuses, the parties admitting that the company does not thereby acknowledge any responsibility or obligation.

2. Removal of the rails on Notre-Dame des Anges street and placing them on Charest boulevard, from Langelier boulevard as far as Crown street. The work on Charest boulevard shall be done in a permanent manner at the company's cost and as soon as possible, and in any event before the 1st of July, 1939.

Yours sincerely,

(Signed) "J. E. TANGUAY",
General Manager.

This is the letter mentioned in a contract passed before C. Delagrave, notary, of Quebec, on the 20th of September, 1938, No. 15656 of his minutes.

(Signed) "LUCIEN BORNE",
"J. E. TANGUAY",
"CHARLES DELAGRAVE, N.P.".

True copy,

CHARLES DELAGRAVE N.P.

Extract from minutes of a meeting of the directors of The Quebec Railway, Light and Power Company, held at the office of the company, 611 Power Building, Montreal, P. Q., on Wednesday, September 7th, 1938, at 11 a.m.

On motion of Mr. James Wilson,
Seconded by Mr. P. S. Gregory,

It was resolved that Mr. J. E. Tanguay, Manager of the Company, be and is hereby authorized to execute, before notary C. Delagrave, a contract in accordance with the draft of contract submitted to meeting, between the Company and the City of Quebec covering

franchise for the operation of busses and/or trolley busses.

Certified a true extract

(Signed) "JAS. WILSON",
Secretary.

Montreal, Sept. 7th, 1938.

This is the resolution of the Q. Ry. L. & P. Co., mentioned in a contract passed before C. Delagrave, notary, on the 20th of September, 1938.

(Signed) "LUCIEN BORNE",
"J. E. TANGUAY",
"CHARLES DELAGRAVE, N.P.".

True copy.

CHARLES DELAGRAVE, N.P.

CITY HALL

CITY OF QUEBEC

CITY CLERK'S OFFICE

Quebec, August 27th, 1938.

At a meeting of the City Council of Quebec, held on Friday, the 26th of August, 1938, in the City Hall, it was

Resolved:

That this Council hereby amends the contract made between the Quebec Railway, Light & Power Company and the City of Quebec, on the 24th day of March, 1925, which contract was ratified by the Legislature by the act 15 George V, chapter 91, to permit of starting to establish an autobus service in place of the tramways in the city of Quebec and of the extension of such service in the years to come on the following conditions:

The company shall have the exclusive privilege of maintaining and operating an autobus and trolley-bus service within the present and future limits of the city for the whole duration of the above-mentioned contract, and must, as soon as possible, substitute autobuses for tram-cars on the entire service called "Limouilou service", east of 1st Avenue and on the Canardière road.

In the places where such substitution is made, the said company must remove at its own cost its poles, wires and overhead supports. It must also remove its tracks and, at its own cost, repair the damages caused to the pavement by the said removal. If it leaves them, the city may lay surfacing pavement over the said rails, without any compensation to the company and, in the event of the city laying new pavement and in so doing laying bare the foundation of the company's rails, it may require the latter to remove them at its own cost.

Clauses 14 and 15 of the contract shall not apply on the autobus lines, except that the company must continue to pay to the bordering property-owners, whom it is now paying, in streets where the snow removal is not municipalised and where its service now runs, the yearly sum of \$0.10 per linear foot, such payment to continue so long as the snow removal in the said streets shall not be municipalised.

The autobuses or trolley-buses must be in conformity with the Motor Vehicle Act and with the models approved by the city engineer. The time-table, route and service shall be the same as those now existing except for any change made by mutual consent. The tariff shall be the same as that now in force. Passengers shall be entitled to transfers from autobus to tram-car and *vice-versa*, at transfer points, as the whole is done at present. The parties shall give each other mutual aid to secure any approval or consent which may be deemed necessary or advantageous, whether from the Dominion authorities or from any commission whatsoever, but without expense to the city. That His Honour the Mayor be authorized to sign a contract with the Quebec Railway, Light & Power Company, which contract must be submitted to the Legislature in the next Bill of the city of Quebec.

Certified true copy,

F. X. CHOUINARD,
City Clerk.

(Administrative Committee: 739th Report).

SCHEDULE B

On the first day of March in the year one thousand nine hundred and forty-one,

Before Charles Delagrave, notary for the Province of Quebec, residing and practising at Quebec,

Appeared:

The City of Quebec, herein represented and acting by His Honour the Mayor, Mr. Lucien Borne, of Quebec, industrialist, duly authorized for the purposes hereof by a resolution of the council of the said city passed at its sitting on the seventh of February last (1941), a certified copy whereof will remain attached to the original of this deed,

Party of the first part,
hereinafter called "the city"; and

Quebec Railway, Light & Power Company, a body politic and corporate, having its chief place of business in the city of Montreal, herein represented and acting by Mr. J. Eugène Tanguay, of the city of Quebec, its manager, duly authorized for the purposes hereof pursuant to a resolution of the board of directors of the said company passed at a meeting held in Montreal on the twenty-sixth of February last (1941), a certified copy whereof remains attached to the original of these presents after having been signed for identification by Mr. Tanguay and by the undersigned notary,

Party of the second part
hereinafter called "the company";

Which said parties declare and agree between themselves as follows, to wit:

Whereas, by a deed passed before the undersigned notary on the twenty-fourth of March, nineteen hundred and twenty-five, under the number 7,243 of his minutes, the parties hereto made a contract (hereinafter called the main contract), whereby the company was authorized to maintain and operate a tramway or trolley system within the limits of the city of Quebec, for a period of thirty years starting on the first day of the month of July, nineteen hundred and twenty-five, and wherein are stipulated the terms and conditions of the maintenance and operation of such system; and whereas by the act 15 George V (Quebec), chapter 91, the Legislature ratified and confirmed the said contract and declared it valid, legal and binding;

Whereas, by deed passed before the undersigned notary on the twentieth of September, nineteen hundred and thirty-eight, under the number 15,656 of his minutes, the parties hereto made a contract whereby the company was authorized to substitute for and replace the whole or part of its tramway system by autobuses or trolley-buses; and whereas, under such contract, the company has, in fact, replaced its tramway line known as "Limoilou" by an autobus line, and likewise, later, it also replaced by autobuses the tramway which existed in St. Sauveur, from the C. P. R. crossing on St. Vallier street, as far as Bell's road, and in Limoilou, that portion of its tramway system from Lamontagne avenue to the city limits, on First avenue, and, still under the same contract, it has replaced its Lower Town tramway line, the whole as required by the said contract;

Whereas the city of Quebec has proposed to the company to establish certain new autobus services and to replace other tramway services in the city of Quebec by autobus services, which the company has agreed to;

Whereas, for such purpose, the City of Quebec passed a resolution on the seventh of February last (1941), which resolution is hereto attached to form part hereof;

Whereas it is expedient to set forth in an authentic deed the covenants entered into between the parties;

Therefore these presents witness that:

1. The main contract, entered into between the parties on the twenty-fourth of March, nineteen hundred and twenty-five, as also the contract of the twentieth of September, nineteen hundred thirty-eight, and the present contract, shall be read and interpreted in such manner as to form a single contract and, with the exception of the changes or variations contained in the present contract, the terms and conditions of the main contract and those of the contract of the twentieth of September, nineteen hundred and thirty-eight, shall continue in full force;

2. The company will replace, by means of autobus services, the present tramway service throughout the city, except on the St. Malo-Lower-Town line, where the change shall be effected between this day and the first of July, nineteen hundred and forty-four, if economic conditions permit. The company shall first establish special services on the following two lines, namely:

a. St. Sacrement line: Jacques-Cartier square or Crown street;

Route: Marois avenue, Garnier and Eymard streets Ste. Foy road, Belvédère and Franklin hills, Montmagny, Chateauguay street, Langelier boulevard, Charest boulevard as far as Crown street or Jacques-Cartier square.

Return: *via* Charest boulevard, St. Vallier, des Oblats and Montmagny streets, Franklin and Belvédère hills, Ste. Foy road and Marois avenue.

b. Parent-Square-Limoilou line: *via* Samson bridge.

The company shall operate an autobus service from Parent square running west *via* St. Paul street as far as Henderson street; north on Henderson, crossing Samson bridge and continuing north on Boulevard des Capucins to 2nd Street; west on 2nd Street as far as 4th Avenue; north on 4th Avenue as far as 4th Street; west on 4th Street as far as 1st Avenue. The return shall be made from the corner of 1st Avenue and 4th Street, running north on 1st Avenue as far as 5th Street; east on 5th Street as far as 2nd Avenue; south on 2nd Avenue as far as 4th Street and then by the same route as that first described as followed, as far as St. Andrew street and then east on St. Andrew street as far as Parent-square.

These two special services shall be operated during the following hours:

- From 6 to 7 o'clock a.m., 10 minute service;
- From 7 to 9 o'clock a.m., 5 minute service;
- From 9 to 11.30 o'clock a.m., every 10 minutes;
- From 11.30 a.m. to 2 o'clock p.m., every 5 minutes;
- From 2 to 4.30 o'clock p.m., every 10 minutes;
- From 4.30 to 7 o'clock p.m., every 5 minutes;
- From 7 to 8 o'clock p.m., every 10 minutes;
- From 8 o'clock p.m. to midnight, every 15 minutes.

With regard to these two special services, if, after a period of one year, the results are not satisfactory, the question shall be reconsidered by the parties. Nevertheless, the said services may not be discontinued without the consent of the city. Failing an agreement between the parties respecting this matter, the question shall be settled in accordance with section 59 of the main contract.

c. St. François d'Assise line.

This service shall be operated on the same route as the present service except that, between Lamontagne avenue and Dorchester street, the autobuses shall run *via*

de la Naudière, François 1er and des Bernières (now Julien) streets. In the section comprising 1st Avenue, St. François d'Assise and Stadacona, the service shall be maintained in both directions, at intervals of 10 minutes in each direction. The St. François d'Assise line shall run as far as the Chateau (Frontenac) following the same route as the present tram-cars; The Limoilou line shall run as far as d'Youville square.

d. Grande-Allée line.

The autobuses on this line shall run from the intersection of St. Cyrille street and Maple avenue as far as d'Youville square *via* Grande Allée, St. Louis and Chateau Frontenac, following the same route as that followed by the tram-cars between these two points and, for the return, the line shall start from d'Youville square, St. John street, Fabrique hill, Ste. Anne, d'Auteuil, Grande Allée, as far as the intersection of Maple avenue and St. Cyrille. If this service is not sufficient, the company shall revert to the autobus service following the present tramway line.

e. St. Sacrement-Lower-Town line.

The route shall be the same as that covered by the tram-cars before autobuses were operated in Lower-Town and following the same itinerary, at the hours stipulated in the previous contracts. Except on Sundays and holidays, this service shall be operated from 7 o'clock a.m. to 7 o'clock p.m., as far as the Levis ferry, instead of ending at d'Youville square. On Sundays and holidays the company shall provide the service which it has established pursuant to the resolution adopted by the city of Quebec on the tenth of May, one thousand nine hundred and forty, a copy of which is hereto annexed, with terminal point at d'Youville square.

The services on all these lines must be put into operation during the year nineteen hundred and forty-one and the first six months of nineteen hundred and forty-two, in so far as economic conditions permit.

The routes on all these lines may be changed, with the consent of the parties, if it is advantageous to do so to improve the service.

**CONTRIBUTION OF THE COMPANY TO THE COST OF SNOW
REMOVAL WITHIN THE CITY LIMITS**

The Company agrees to pay annually to the city of Quebec a lump sum of fifteen thousand dollars (\$15,-

000.00) as a contribution for snow removal on all its autobus lines, present and future, in the city of Quebec. This lump sum of fifteen thousand dollars (\$15,000.00) shall be paid as and to the extent to which the company establishes the said autobus lines, as provided in the following schedule:

a. For the Lower-Town line: eight hundred dollars (\$800.00);

b. For the St. Sacrement-Lower-Town line, one thousand dollars (\$1,000.00);

c. For the St. François d'Assise line: three thousand eight hundred dollars (\$3,800.00);

d. For the St. John-Grande-Allée line: six thousand eight hundred dollars (\$6,800.00);

e. For the Champlain-Saint-Sauveur line: two thousand six hundred dollars (\$2,600.00);

in such manner that the total annual contribution payable by the company, when all the above-mentioned autobus lines are in operation, shall be stabilized annually at the sum of fifteen thousand dollars (\$15,000.00). There shall be no supplementary contribution or reduction in the contributions hereinabove fixed, on account of changes in the existing lines or on account of the establishment of new lines which the parties may agree upon in the future.

The company shall deduct from the amount, which it is called upon to pay annually to the city in virtue of this contract, the contributions that it pays to the bordering proprietors for snow removal on its autobus lines. Such deduction shall cease as and to the extent to which the obligation of the company to pay bordering proprietors shall come to an end.

However, should the municipalization of snow removal take place during the winter season, the obligation of the company to pay bordering proprietors shall cease, but the city shall assume alone the burden of the claims which bordering proprietors may enforce against the company for any portion of such season.

Such contribution towards snow removal on its autobus lines shall be paid commencing next winter season (1941-42), and shall be afterward continued throughout the whole life of the contract. Payment shall be made as soon as the company shall have been able to establish the amount of the contributions to the bordering proprietors, but not later than the first of August in each year.

The city shall prohibit parking for a distance of fifty (50) feet where the autobuses are to stop beside the sidewalk. When two services exist on the same route, such parking zone shall be extended sufficiently to permit of the parking of two autobuses.

The signs marking autobus stops shall be made and installed at the expense of the company and erected at the places indicated by the Chief of Police.

Every new autobus must be of a recent model, must conform to the requirements of the Motor Vehicle Act of the Province of Quebec, and must be of the size generally in use in towns of similar population. It must also be submitted for the approval of the city engineer.

The service on all lines shall cease at 12.30 a.m. and the company shall give transfers throughout the entire day up to the cessation of the said service at 12.30 o'clock a.m. Such transfers shall be valid only while the service for which they are intended is in operation.

It is perfectly clear that the company may, whenever it deems it expedient or advantageous, run extra autobuses on the whole or part of its system in order to improve the service or to meet a sudden demand.

The company shall not be bound to contribute towards any expenditure which may be made, in future, for the construction (and maintenance) of new viaducts, tunnels or other protective devices at railway crossings, and the city warrants the company against all such contributions.

If, during the existence of this contract and of the contracts of nineteen hundred and twenty-five and nineteen hundred and thirty-eight, the city secures the right and in fact requires permits or licenses for the operation of the company's autobuses, the company shall be entitled to deduct from its snow removal contribution the amount of the said permits and licenses.

The cards permitting school children to purchase tickets known as "school-children's tickets", shall be issued by the company only upon presentation of a certificate from the director or principal of the educational establishment attended proving that the said child is in fact attending the school. The same certificate must be signed by the father or guardian of the child, in order to establish the child's age.

Clauses twenty-two and thirty of the contract entered into between the parties in nineteen hundred and twenty-five are repealed.

The city shall, in its next Bill, apply to the Legislature for ratification of the contract entered into between the parties on the twentieth of September, nineteen hundred and thirty-eight and of the subsequent agreements, including the present one, providing for the replacing of the tramway lines by autobus lines.

The present substitutions and agreements are based solely upon the following contracts entered into between the company and the city, namely:

1. That of the month of March, nineteen hundred and twenty-five, ratified by the Legislature by the act 15 George V, chapter 91, and

2. The contract entered into on the twentieth of September, nineteen hundred and thirty-eight, before the undersigned notary, and the present contract, as well as the two above-mentioned, must be read as one and the same contract and all the clauses of the contracts of 1925 and 1938 shall form part of this contract, except those which are hereby expressly amended.

Whereof Acte, at Quebec, in the office of the undersigned notary, under the number sixteen thousand eight hundred of his minutes.

After due reading, the parties have signed with me, notary.

(Signed) "The Quebec Railway Light & Power Co.",
per "J. E. TANGUAY", General Manager.
"The Corporation of the City of Quebec",
per "LUCIEN BORNE", Mayor.
"CHARLES DELAGRAVE, N.P.".

True copy of the original remaining in my office.

CHARLES DELAGRAVE, N.P.

Extract from minutes of a meeting of the directors of
The Quebec Railway, Light and Power Company,
held at the office of the Company, 611 Power
Building, Montreal, P. Q., on Wednesday, Fe-
bruary 26, 1941, at 11.30 a.m.

On motion duly made and seconded it was resolved that Mr. J. E. Tanguay, General Manager of the Company, be and he is hereby authorized to execute

the contract between the Company and the City embodying the franchise for the operation of transit buses, and on behalf of the Company to do all things necessary in connection therewith.

Certified a true extract,

(Signed) "G. H. BUDDEN",
Secretary.

Montreal, February 26th, 1941.

This is the resolution mentioned in a deed of agreement made before C. Delagrave, notary, at Quebec, on the first of March, nineteen hundred and forty-one, No. 16,800 of his minutes.

Quebec, March 1st, 1941.

(Signed) "J. E. TANGUAY",
"LUCIEN BORNE",
"CHARLES DELAGRAVE, N.P.".

True Copy,

CHARLES DELAGRAVE, N.P.

City Council

CITY HALL

OFFICE OF THE CITY CLERK

City of Quebec

Extract from the minutes of a meeting of the City Council of Quebec, held in the City Hall, on Friday, May 10th, 1940.

Resolved:

That this Council hereby authorizes the Quebec Railway, Light & Power Company to replace permanently its Lower Town tramway service, to wit on St. Paul and St. Peter streets, Champlain market, Dalhousie and St. Andrew streets, by an autobus service operating on the same streets. On and after the day on which it may put its new autobuses in operation, the transfer point shall be at Parent square with option to change it to d'Youville square.

Such new service shall be established in accordance with the contracts now existing. The Company shall remove its tracks on St. Paul and St. Peter streets and fill in the space with material of the same description as that existing in the roadway of the said streets. It shall further pay an indemnity of \$800.00.

Certified,

(Signed) "L. P. DESJARDINS",
Assistant City Clerk.

(Administrative Committee—1214th Report).

Copy of a resolution of the City Council attached to the contract: City of Quebec—Q. Ry. L. & P. Co., before C. Delagrave, the 1st of March, 1941, No. 16,800 of his minutes.

(Signed) "LUCIEN BORNE",
"J. E. TANGUAY",
"CHARLES DELAGRAVE, N.P.".

True Copy,

CHARLES DELAGRAVE, N.P. ;

City Council

CITY HALL

OFFICE OF THE CITY CLERK

City of Quebec

Extract from the minutes of a meeting of the City Council of Quebec, held in the City Hall on Friday, February 7th, 1941.

Resolved:

That this Council hereby ratifies, for all legal purposes and without prejudice to the City's rights, the attached report of the Municipal Autobus and Tramway Committee of the City of Quebec, re: autobus lines, and consequently authorizes His Honour the Mayor to sign, for and in the name of the said city, with the Quebec Railway Light and Power Company Ltd.,

by its duly authorized representative, the deeds and agreements necessary for the carrying out of all the conditions and clauses of the said above-mentioned report, to the complete satisfaction of the treasurer, the engineer and the legal advisers of the city. The present report consequently modifies all previous covenants or agreements and particularly the contracts entered into between the parties on the 24th of March, 1925, (provincial statute, 15 George V, chapter 91) and on the 20th of September, 1938, before Charles Delagrave, city notary. His Honour the Mayor is further authorized to exact any further guarantees he may deem expedient.

Certified

(Signed) "F. X. CHOUINARD",
City Clerk.

(Administrative Committee—1415th report).

This is the resolution of the City of Quebec attached to a contract passed before C. Delagrave, notary, on the 1st of March, 1941, No. 16,800 of his minutes.

Quebec, March 1st, 1941.

(Signed) "LUCIEN BORNE",
"J. E. TANGUAY",
"CHARLES DELAGRAVE, N.P.".

True copy

CHARLES DELAGRAVE, N.P.

