



CHAPTER 6

An Act respecting the construction of a road for vehicular traffic over the Quebec Bridge

[Assented to, the 4th of April, 1929]

WHEREAS by the act 17 George V, chapter 2, provi- Preamble.
sion was made for the construction of a road for vehicular traffic over the Quebec Bridge, by the Province of Quebec and the city of Quebec jointly;

Whereas, after various negotiations with the city of Quebec, the Government of the Province has come to the conclusion that it would be better to construct alone such road for vehicular traffic over the Quebec Bridge;

Whereas it is expedient to authorize it to construct alone the road for vehicular traffic over the Quebec Bridge and to bear the cost thereof;

Whereas the Government of the Province has, for such purpose, entered into the contract reproduced as a schedule to this act, with His Majesty, represented by the Minister of Railways and Canals of Canada;

Whereas it is expedient to ratify the said contract;

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

1. The Government of this Province may construct a road for vehicular traffic over the bridge connecting the north and south banks of the St. Lawrence river, near Quebec, commonly known as "Quebec Bridge", and may have executed all other work on the approaches and on the roads necessary to connect the roadway established on the said bridge with the nearest road at each extremity thereof, according to the plans and specifications prepared in conformity with the contract mentioned in section 6 and approved by the Lieutenant-Governor in Council. Construction of road over Quebec Bridge.

Expenses.

2. The Government of the Province is authorized to expend, in order to defray the cost of the construction of the said road for vehicular traffic and of the roads leading thereto, as well as the cost of the other works, acquisitions and expropriations for the purposes mentioned in section 1, a sum of not more than four hundred thousand dollars (\$400,000.00), payable out of the consolidated revenue fund, and the Provincial Treasurer is likewise authorized to advance, from time to time, upon certificate of the Minister of Public Works and Labour, up to the said sum, the amounts necessary for the carrying out of this act.

Acquisitions.

3. 1. The Government is authorized to acquire, by mutual agreement or by expropriation, every immovable, immovable right, charge, lease for occupation, emphyteutic lease, constituted rent, or every other right whatsoever, for the approaches, roads, tunnels, foot-bridges over railway lines, and for all other necessary works.

Provisions applicable to expropriations.

2. Every expropriation necessary to accomplish the objects contemplated by the present act shall be subject to the provisions of the Quebec Railway Act (Revised Statutes, 1925, chapter 230).

Tolls.

4. The Lieutenant-Governor in Council may impose and levy tolls on the said road for vehicular traffic and for such purpose may make, amend and replace a tariff of the tolls to be collected, approved according to the terms of the contract reproduced as a schedule to the present act.

17 Geo. V, c. 2, repealed.

5. The act 17 George V, chapter 2, is repealed.

Contract ratified.

6. The contract, reproduced as a schedule to this act, entered into between His Majesty the King, represented by the Minister of Railways and Canals of Canada, and His Majesty, represented by the Minister of Public Works and Labour of this Province, is ratified.

Powers.

7. The Government of the Province, every Minister thereof, as well as every officer under their control, shall each have all the powers necessary to carry out all the acts, do all the things and accomplish all the duties respectively attributed by the contract hereinafter reproduced, and for the carrying out of its objects.

Coming into force.

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

SCHEDULE

MEMORANDUM OF AGREEMENT made this 15th day of
November, one thousand nine hundred and twenty-
eight

BETWEEN

HIS MAJESTY THE KING, represented herein by the Minister
of Railways and Canals of Canada (hereinafter called
the "Minister"),

of the First Part,

AND

HIS MAJESTY THE KING, represented herein by the Minister
of Public Works and Labour of the Province of Quebec
(hereinafter called the "Province"),

of the Second Part.

Whereas the Province desires to have a road for public use as a highway for vehicular traffic constructed upon and over the Quebec Bridge, with approaches between the said Bridge and the nearest highway at each end of the said Bridge, and has requested the Minister to enter into this agreement with the Province for the purpose of constructing, maintaining and operating such road, and the Province has applied for the right and privilege of constructing, maintaining and operating the said road, and the Minister has consented to grant the application of the Province upon and subject to the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1. That the Province shall, at its own cost and expense, construct upon the portion of the Quebec Bridge (hereinafter referred to as the "Bridge") between the two railway tracks thereon the necessary floor or foundation and the road thereon, with approaches thereto, for highway purposes (the said portion of the Bridge and the said floor or foundation and road thereon, together with approaches thereto, being hereinafter referred to as the "Road"), according to a plan or plans and specifications to be approved by the Chief Engineer of Operation (hereinafter referred to as the "Engineer") for the time being of the Canadian National Railways, and shall execute and carry

to completion the work of construction of the said necessary floor or foundation and road thereon, and approaches thereto, all to the entire satisfaction of the Engineer, and the Province may upon such completion of the road and upon the compliance on the part of the Province with all the requirements of clause 3 hereof, to be complied with prior to the operation of highway traffic on and over the Bridge, subject to such lawful authority as may be required in that behalf, open the Road to and for highway traffic.

2. That the Province may occupy the lands of the Minister in the line of the said approaches, as shown on the said plan or plans, as may be approved by the Engineer, but the Province shall, at its own cost and expense, provide and/or secure all other lands required for the said approaches.

3. That the Province shall, at its own sole cost and expense, erect and operate all gates and install all lights and signals and provide electric current therefor for the Road and for any railway crossings of the same, and execute or bear and pay the cost of all work of grade separation of railway crossings or the protection thereof, which may now or at any time hereafter be necessary or required by reason of the construction or operation of the Road, and erect or install and operate all protective devices and employ all watchmen for the Road and all railway crossings of the Road, which at any time may be required or necessary, all to the entire satisfaction or approval of the Engineer, or such other officer for the time being appointed by the Minister to act in place of the Engineer, for the purposes of this agreement, or as may otherwise by lawful authority be from time to time required.

4. That the Province shall commence the works to be constructed by the Province as in the preceding clause numbered one set out or referred to not later than the first day of July, 1929, and complete the said works not later than the first day of November, 1929.

5. That the Province shall, during the term of this agreement, renew, keep up and maintain in good repair and condition, all to the entire satisfaction and approval of the Engineer, or such other officer for the time being appointed by the Minister to act in place of the Engineer for the purposes of this agreement, or as may otherwise by lawful authority be from time to time required, all the works and things to be constructed or done by it under this agreement, including the wiring, lights, signals and lighting of the Road throughout.

6. That the Province shall forever indemnify and save

harmless the Minister, his officers, agents, servants and employees, and/or the Canadian National Railway Company, and/or any other railway company operating over the Bridge, its or their officers, agents, servants and employees, from any loss or damage howsoever caused by the Minister or any of his aforesaid, or by the Canadian National Railway Company or any other railway company operating over the Bridge, or any of its or their aforesaid, by reason or an account of or due to the construction or the maintenance or non-maintenance of the Road and which loss or damage would not have arisen had not the Road been constructed and/or used for highway traffic as under this agreement provided, and the Province shall forever indemnify and save harmless the Minister and his aforesaid and/or the Canadian National Railway Company and/or any other railway company operating over the Bridge, and its or their aforesaid, and from and against all claims and demands, actions, suits or other proceedings by whomsoever made, brought or prosecuted, for damages alleged to have been suffered or sustained by any person or corporation while travelling upon or making use of the Road for highway purposes due to any cause whatever.

7. That the Province may demand and receive such tolls upon vehicles or animals passing over the Road as may from time to time be approved by the Governor in Council.

8. That the Province shall apply the revenues derivable from the tolls in the next preceding clause referred to in the order and for purposes as follows, namely:

Firstly.—Upon the payment each year of the cost and expense of the maintenance and operation of the Road;

Secondly.—Upon the payment each year of the interest, not exceeding the rate of five per centum per annum, payable by the Province upon the actual capital expenditures, not exceeding the sum of four hundred thousand (\$400,000.00) dollars, to be involved in the construction of the Road;

Thirdly.—Upon providing each year a sinking-fund sufficient to amortize within the period of forty years from the date of this agreement the actual capital expenditures, not exceeding the sum of four hundred thousand (\$400,000.00) dollars, to be involved in the construction of the Road;

Fourthly.—Upon payment each year by the Province to the Minister, out of any balance remaining after the three payments in this clause above referred to, of the sum of six thousand (\$6,000.00) dollars, of which sum two thousand (\$2,000.00) dollars represents the additional cost,

yearly to the Minister, of the maintenance of the whole Bridge (exclusive of the Road and railway tracks on the Bridge) by reason of the existence and operation of the Road thereon and thereover, and four thousand (\$4,000.00) dollars represents one-quarter of the estimated cost, yearly to the Minister, of the maintenance of the whole Bridge exclusive of the Road and railway tracks thereon.

The payment to be made by the Province to the Minister in this clause provided shall be made in respect of each calendar year, subject as hereinafter otherwise provided, during the term of this agreement, on or before the fifteenth day of January in the following year, the payment for the last year of the term of this agreement to be made on the fifteenth day of January of the same year, and in case there is not in any one year sufficient revenue to meet the payment to the Minister as under this clause provided or referred to, the deficiency shall be made up and paid by the Province to the Minister in the first succeeding year or years. All payments in arrear shall bear interest at the rate of five per centum per annum from the date they are due until paid.

9. That, from time to time and at all times during the continuance of this agreement, the Province will allow proper inspection by the officer or officers of the Minister by him from time to time named for that purpose, of all books, accounts, returns and vouchers of and/or in possession of the Province for the purposes of checking or verifying the statements of the Province's operations and determining the surplus available from the revenues of the Province for payment to the Minister as aforesaid; the Province shall conduct its operations as economically as possible and the salaries payable by it shall be from time to time approved by the Minister.

10. That should the Province fail to make any payment which it is obliged by this agreement to make when same is due, or fail in any other respect to perform any of the obligations on its part to be performed hereunder, and such default shall continue for six months after notice in writing of such default shall have been given by the Minister to the Province, the Minister may at his election forthwith declare this agreement terminated, and may exclude the Province from the use or possession of the said Road.

11. That the Province shall operate and control, at its own cost and expense, its highway traffic on and over the Road at all times subject to the prior right of way of railway traffic or operation upon and over the Bridge, and shall comply with all signals and operating requirements as between railway and highway traffic as may from time to

time be submitted by the Minister to the Province for that purpose, or ordered by other lawful authority.

12. That the Minister does not undertake or guarantee to maintain or replace any structure or structures forming part of the Bridge or the said Road, or any work connected therewith.

13. That nothing in this agreement set out or contained shall be taken or construed as in any manner or degree prohibiting the Minister from granting from time to time during the term of this agreement to any one or more railway companies running or operating rights upon and over the Bridge, nor to give to the Province any right of claim or demand whatever against the Minister by reason or on account of or arising out of any such running or operating rights as may from time to time be so granted by the said Minister.

14. That, as a temporary measure to permit of delay in the separation of grades at each end of the Bridge, the Minister agrees to divert the railway traffic to the westerly or upstream track on the Bridge but reserves the right to re-occupy or use the easterly or downstream track when necessary, and the Province shall pay any cost that the Minister may be put to in so diverting traffic and will also furnish any such gates, watchmen and signals as may be required at any time.

15. That this agreement shall remain in force for a period of thirty (30) years from the date hereof.

16. That this agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Minister, representing His Majesty as aforesaid, and the Secretary of the Department of Railways and Canals of Canada have hereunto set their hands and the seal of the said Department has been hereto affixed, and the Province has caused these presents to be signed by the Minister of Public Works and Labour of the Province of Quebec, the day and year first above written.

Signed, sealed and delivered by His Majesty, in manner aforesaid, in the presence of

(Signed) J. PROULX

(Signed) G. A. BELL,
*Deputy Minister of Railways
and Canals.*

(Signed) J. W. PUGSLEY,
Secretary.

Signed, sealed and delivered by the Province, in manner aforesaid, in the presence of

(Signed)
 J. A. METAYER,
Dep. Minister P.W.

(Signed)

ANTONIN GALIPEAULT
*Minister of Public Works and
 Labour of the Province of
 Quebec.*