

C H A P. 2

An Act respecting the contract entered into between the Government and the Interprovincial and James Bay Railway Company, and the Canadian Pacific Railway Company, respecting the construction of a line of railway from Kipawa to the *Rivière des Quinze*

[Assented to, 19th of March, 1921]

HIS MAJESTY, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows:

1. The contract hereinafter reproduced as Schedule A respecting the construction of a line of railway from the present terminus of the line of the Canadian Pacific Railway, at or near Temiscaming or Kipawa, in a northwesterly direction as far as the *Rivière des Quinze*, by way of Ville-Marie, said contract bearing date the 6th day of October, 1920, between the Government of the Province of Quebec and the Interprovincial and James Bay Railway Company, and the Canadian Pacific Railway Company, is approved and ratified. ^{Contract ratified.}

2. This act shall come into force on the day of its sanction. ^{Coming into force.}

SCHEDULE A

CONTRACT AND DEED OF AGREEMENT

Entered into on the sixth day of October in the year one thousand nine hundred and twenty,

BETWEEN

HIS MAJESTY THE KING GEORGE V, represented by the Honourable Antonin Galipeault, Minister of Public Works and Labour of the Province of Quebec, duly authorized by an order in council bearing number 1914, sanctioned by the Lieutenant-Governor of the Province on the sixth day of October, 1920, copy of which is annexed to these presents, also Mr. Alph. Gagnon, Secretary of the Department of Public Works and

Labour, in conformity with article 2359 of the revised statutes of the Province of Quebec, 1909,

Party of the First Part,

AND

THE INTERPROVINCIAL and JAMES BAY RAILWAY COMPANY, herein represented by Anthony D. MacTier its president and by Henry C. Oswald its secretary, under the authority and in conformity with a resolution adopted by its Board of Directors at a meeting duly convened and held at Montreal on the sixteenth day of September, 1920, a certified copy whereof is hereunto annexed for all necessary purposes,

Party of the Second Part,

AND

THE CANADIAN PACIFIC RAILWAY COMPANY, herein represented by Edward W. Beatty, its president, and by Henry C. Oswald, its assistant secretary, under the authority of and in conformity with a resolution adopted by its Board of Directors at a meeting duly convened and held at Montreal on the sixteenth day of September, 1920, a certified copy whereof is hereunto annexed for all necessary purposes,

Party of the Third Part

Which said parties have declared as follows, to wit:—

1. Whereas by act of the Legislature of the Province of Quebec, 9 Geo. V, chapter 2, section 1, the Lieutenant-Governor in Council is authorized to grant to a railway company a subsidy of four thousand acres of land per mile, not convertible into money, for a length of one hundred miles, to contribute to the expense of building a line of railway from a point at the present terminus of the Canadian Pacific Railway line at or near Temiscaming or Kipawa, and from there in a northeast direction to the River des Quinze, by way of Ville Marie;

2. And whereas by act of the Legislature of the Province of Quebec, 10 Geo. V, chapter 2, section 1, the Lieutenant-Governor in Council is authorized to grant to the Canadian Pacific Railway Company, in addition to the subsidy hereinbefore recited, a subsidy of one thousand six hundred dollars (\$1,600.00) per mile for a length of sixty-six

miles, to contribute to the expense of building a line of railway from a point at the present terminus of the Canadian Pacific Railway line at or near Temiscaming or Kipawa, and from there in a northeast direction to the rivière des Quinze, by way of Ville Marie, and to the same company an additional subsidy of six thousand four hundred dollars (\$6,400.00) per mile for the said line of railway, in case the company does not receive such subsidy from the Dominion Government;

3. And whereas by act of the Parliament of Canada, 1 Edward VII, chapter 66 and amending acts, the Interprovincial and James Bay Railway Company is authorized to lay out, construct and operate a line of railway between the termini, and in the direction and by route mentioned and described above;

4. And whereas the Canadian Pacific Railway Company has agreed to procure the Interprovincial and James Bay Railway Company to construct the said line of railway and to assign to the Interprovincial and James Bay Railway Company all subsidies which the Lieutenant-Governor in Council may grant for the said line of railway;

5. And whereas the company, party of the second part, binds itself to deposit in accordance with the act 2 Geo. V, chapter 5, in the Department of Public Works and Labour at Quebec, plans, profiles and books of reference as well as specifications of the works it proposes to execute on the above mentioned and described subsidized line, likewise working plans or descriptive drawings of the principal bridges and culverts (including the masonry work and superstructure); which plans, etc., will be examined and certified according to law and be approved by the Lieutenant-Governor in Council, upon a favorable report of the Minister of Public Works and Labour, party of the first part;

6. And whereas the Government engineer attached to the Department of Public Works and Labour at Quebec, has, in accordance with section 10 of the act 2 Geo. V, chapter 5, drawn up a specification marked A, hereunto annexed, in which he has determined the nature of the work to be done in each continuous and uninterrupted section of ten miles to be completed on such subsidized line in such a manner that the said engineer may, in reports to that effect submitted to the said Minister of Public Works and Labour after inspection and verification on the spot, also will determine on reception of the documents mentioned in the above article 5 of these presents, the share of the subsidies to be allotted to each continuous and uninterrupted link or section of ten miles in proportion to

the cost of constructing the whole of the said line, as estimated by the said engineer in his said reports.

Now the companies, parties of the second and third parts, in consideration of the subsidies to be granted in the manner herein set forth, have covenanted with His Majesty and his successors, herein represented as above set forth, as follows, to wit:

7. The party of the second part binds itself to make, construct and complete in a *bona fide* manner the section of its line of railway hereinafter described, starting from a point at the present terminus of the Canadian Pacific Railway line at or near Temiscaming or Kipawa, and from there in a northeast direction to a point at or near the rapids of the Rivière des Quinze, by way of the village of Ville-Marie.

Said line not to exceed seventy-seven miles in length, its location substantially as indicated on the map attached to these presents, or such points of the line to be followed that will be indicated on the plans, profiles, etc., to be filed in the Department of Public Works and Labour and afterwards approved as aforesaid; the said party of the second part likewise binds itself to construct and complete all bridges, culverts and other works connected therewith and to do and execute all engineering works, surveys, etc.; required either on the spot or in the preparation of other plans, or in the performance of other works that may be called for; the grades and line to be the best that can be selected in view of the nature of the ground and the physical formation of the country crossed by such railway; the whole in accordance with the specification marked "A" hereunto annexed, and to the complete satisfaction of the Lieutenant-Governor in Council.

It is also understood between the parties that the location of the railway must also be approved by the Board of Railway Commissioners of Canada.

8. The party of the second part also binds itself to construct its railway following as straight and direct a line as possible according to the location adopted and to the plans, profiles, etc., to be filed and approved as aforesaid, with or without modification, by the Minister of Public Works and Labour, in so far as the same may be practical, between the points above indicated, without any other deviations than those deemed absolutely indispensable and which shall be authorized by the Lieutenant-Governor in Council to avoid obstacles deemed insurmountable or too great from an engineering standpoint, it being the duty of the party of the second part to deposit in the said department supplementary plans, profiles and

books of reference for each of such deviations so authorized, according to the provisions of the law in that respect.

9. The concession of the whole or of a portion of the land subsidy and money subsidies above mentioned shall be made to the party of the second part as coming due to said party, in accordance with the provisions enacted in the act 2 Geo. V, chapter 5, and according to the terms of the above clause 6 of this contract and any other act relating thereto, subject to the charges and obligations set forth in articles 6654 to 6657, both inclusive, of the Revised Statutes of Quebec, 1909, and in the present contract; with the obligations to previously furnish and file in the Department of Public Works and Labour, all other surveys, detailed estimates and other things required by the Minister, party of the first part, to give him full satisfaction regarding the value of the work done as compared with that of the work remaining to be done on such railway to complete it and put it in good running order.

10. The party of the second part further binds itself to begin the work described in this deed of agreement as soon as possible during the season favorable for working, in accordance with the act 2 Geo. V, chapter 5, and to continue the same without interruption until fully completed to the satisfaction and upon the favorable reports of the Government Engineer, and this within the delays hereinafter fixed by its charter and by the said act 2 George V, chapter 5, subject to the approval of the Lieutenant-Governor in Council, to wit:

To commence the construction of the said railway before the seventeenth of March, 1921, and to complete the same within the time fixed by the statute 2 Geo. V, chapter 5, section 9, such delay being deemed necessary and without which this contract would not have been made or consented to; it being agreed that, in default of the said party of the second part so completing the work above described and required at or before the expiration of the delays above specified, it shall forfeit its rights, titles, privileges and claims in or to the whole or any portion of the said subsidies coming to it, that might then still remain payable, as well as all moneys that might be coming or due to the said party of the second part, at the date of the non-completion of the works so undertaken by it, subject to the provisions of the act 2 George V, chapter 5, above cited.

11. The party of the second part shall be bound, after the completion of the works on its subsidized line as above described and required, to constantly maintain the same in good order and condition, as well as the rolling

stock required for the regular running of trains in accordance with the needs of traffic and of the travelling public; and it further binds itself to operate such railway without interruption, and to faithfully fulfil this obligation subject to all lawful charges and responsibilities; or will provide under the same obligations for such operation and maintenance by lease to the party of the third part.

12. It is also agreed that the said railway line and the works dependent thereon, as well as all rights, privileges, immunities, personal and real property of any kind whatsoever, belonging to the said company, party of the second part, shall, after the completion of the said line of railway and of the works connected therewith, be deemed to be the property of the said party of the second part, subject to the charges and obligations above specified and which would become applicable should occasion arise.

13. The Canadian Pacific Railway Company, party of the third part, guarantees to His Majesty as herein represented, that the Interprovincial and James Bay Railway Company, party of the second part, will well and faithfully perform and observe the different clauses applying to said party of the second part in the present deed of agreement.

14. The party of the third part assigns to the party of the second part all subsidies payable by His Majesty, subject to the provisions of the above clause of this agreement.

In testimony whereof the contracting parties of the first, second and third parts, represented as aforesaid, have affixed their official seals to and have signed these presents following its reading.

Signed by the Minister and Secretary
of the Department of Public Works
and Labour, who have affixed their
official seal,—

(Signed) ANTONIN GALIPEAULT,
Minister of Public Works and Labour.

ALPH. GAGNON,
Sec. Dept. P. W. & L.

in the presence of:—

IVAN E. VALLEE,

Chief Engineer and
Director of Ry's P. W. & L.

[SEAL]

Signed by the President and Secretary
of the Interprovincial and James
Bay Railway Company who have
affixed their official seal,—

A. D. MACTIER
President.

In the presence of
IRENE CASEY,

H. C. OSWALD,
Secretary.

[Seal]

Signed by the President and Asst.-
Secretary of the Canadian Pacific
Railway Company who have affixed
their official seal,—

E. W. BEATY,
President.

In the presence of:
IRENE CASEY,

H. C. OSWALD,
Asst.-Secretary.

[Seal]

EXTRACT from the minutes of a meeting of the Board of
Directors of the Interprovincial and James Bay
Railway Company, held at the Head Office of the Com-
pany in the city of Montreal, on Thursday, the 16th
day of September, 1920.

Whereas arrangements have been made for the con-
struction under subsidy of a line "from a point at the pre-
sent terminus of the Canadian Pacific Railway line at or
near Temiscaming or Kipawa, and from there in a north-
east direction to the rivière des Quinze, by way of Ville-
Marie", in accordance with the plans, profiles and books
of reference and estimates to be approved by the Govern-
ment;

And whereas it is necessary to enter into a contract with
the Quebec Government respecting the said extension;

And whereas a draft of the proposed contract and deed
of agreement has been submitted to this meeting for
approval;

It was therefore

Resolved, That the President and Secretary of the Com-
pany be and they are hereby authorized to execute the
said agreement under the Corporate seal of the Company.

Certified a true extract.

H. C. OSWALD,
Secretary.

CANADIAN PACIFIC RAILWAY COMPANY

EXTRACT from the minutes of a meeting of the Executive Committee of the Board of Directors of the Canadian Pacific Railway Company, duly called and held at the principal office of the Company at Montreal, on Thursday, the 16th day of September, 1920.

Whereas by act of the Legislature of Quebec, 1920, chapter 2, the Lieutenant-Governor in Council was authorized to grant to the Company certain subsidies for a railway "from a point at the present terminus of the Canadian Pacific Railway line at or near Temiscaming or Kipawa, and from there in a northeast direction to the River des Quinze, by way of Ville-Marie", in accordance with the plan, profiles and books of reference and estimates to be approved by the Government;

And whereas the Interprovincial and James Bay Railway Company is authorized to construct a railway between said points, and it is necessary by reason of the fact that the said subsidies are voted to the Canadian Pacific that both companies should join in an agreement with the Government respecting the said line for the purpose of receiving the said subsidy;

And whereas a draft of the proposed contract and deed of agreement has been submitted to this meeting for approval;

It was therefore

Resolved, That the President and Assistant Secretary of the Company be and they are hereby authorized to execute the said agreement under the Corporate seal of the Company.

Certified a true extract.

H. C. OSWALD,
Assistant Secretary.

COPY of a Report of the Honourable the Executive Council, of date the 1st of October, 1920, approved by the Lieutenant-Governor on the 6th of October, 1920,

Respecting the subsidy granted to the Canadian Pacific Railway.

No. 1914.

The Honourable Minister of Public Works and Labour, in a report of date the 1st of October, 1920, sets forth:

That by the act 10 George V, chapter 2, section 1, the Lieutenant-Governor in Council is authorized to grant:

1. to the Canadian Pacific Railway Company, in addition to the subsidy granted by the act 9 George V, chapter 2, section 1, paragraph *f*, a subsidy of one thousand six hundred dollars per mile, for a length of 66 miles, to contribute to the expense of building a line of railway from a point at the present terminus of the Canadian Pacific Railway line at or near Temiscaming or Kipawa, and from there in a northeast direction to the Rivière des Quinze, by way of Ville-Marie;

2. to the same company, an additional subsidy of six thousand four hundred dollars per mile, for the line described in paragraph 1 above, in case the company does not receive such subsidy from the Dominion Government;

That a draft contract has been prepared between the Government of this Province and the company above-mentioned, and the Interprovincial and James Bay Railway Company, for the construction of the line described in the above-mentioned act;

Therefore the Honourable Minister recommends that he be authorized to make and sign, with the said companies, the contract mentioned in the act 2 George V, chapter 5, section 10, for all lawful purposes.

Certified.

(Signed) A. MORISSET,
Clerk of the Executive Council.

APPENDIX A

Specification and Description of the works to be done for the construction of railways subsidized by the Government of the Province of Quebec:

1. The railway shall be a single track line with a gauge of four feet eight and one-half inches, with necessary sidings.

2. The alignments, gradient and curvature shall be the best that the physical features of the country will admit of, the maximum grades not to exceed 105.6 (2%) feet to the mile, and the minimum curvature not to be less radius than 572 feet (100).

3. In all wooded sections the land must be cleared to the width of not less than fifty (50) feet on each side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land.

4. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6. The railway must be enclosed except where it passes through stretches of forest land with substantially built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7. Road crossings with cattle-guards and sign-boards shall be provided at all public highways crossing the railway on a level with the rails.

8. The width of cuttings at formation level shall not be less than eighteen (18) feet in rock and twenty (20) feet in earth; embankments not less than fourteen (14) feet when settled into place.

9. Efficient drainage must be provided by open ditches and under drains.

10. All bridges, culverts and other structures must be ample size and strength for the purpose intended.

Piers and abutments of bridges must be of massive masonry Portland cement concrete, or reinforced Portland cement concrete.

Culverts, under embankments over 12 feet in height, must be of well-built strong masonry, solid or reinforced Portland cement concrete, cast-iron corrugated iron pipes, reinforced concrete pipes, or double strength vitrified clay culvert pipe made of durable and suitable materials. All to be thoroughly permanent in character, and equal in every way to the best description of like work employed in railway work in Canada.

SUPERSTRUCTURES

The superstructure of all bridges shall be in accordance with the general specification for steel bridges issued by the Department of Railways and Canals.

11. Open culverts in embankments of less than 12 feet in height shall be of strong masonry or Portland cement concrete, or of sound cedar timber not less than 10 inches by 10 inches, except the track stringers, which may be of steel, reinforced concrete, Douglas fir, sound white pine, white oak or tamarac timber (stringers to be proportioned to the wheel loads); the span of such culverts shall not exceed 14 feet and they shall have regular decks of ties and guard rails or in the case of other bridges no open beam culverts will be allowed. The plans for such structure shall be approved by the Minister of Public Works and Labour.

Superstructure of small span Truss Bridges, when permitted by the Minister of Public Works and Labour, shall

be of sound Douglas fir, white pine or long leaf southern pine.

12. Box culverts under embankments less than 12 feet in height shall be of strong masonry, concrete or cedar 10 inches x 10" or reinforced concrete pipe or double strength vitrified clay pipe.

13. The rails shall be of steel weighing not less than fifty-six (56) pounds per lineal yard, of approved section and with approved fastenings.

14. The railway must be well ballasted with either gravel or other suitable material for a depth of not less than seven (7) inches under the sleepers and properly trimmed off to a slope of $1\frac{1}{2}$ to 1. The sleepers to be 8 inches face by 6 inches thick and 8 feet long—2,640 to the mile;—they shall be of hemlock, tamarac or cedar, or any other kind approved by the undersigned engineer.

15. Sufficient siding accommodation, station tanks, turn-tables or Y's and such other structures and buildings as may be necessary to meet the requirements of the traffic, shall be provided by the company.

16. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line, shall be provided by the company, of which the Minister of Public Works and Labour shall be the judge.

17. Trestle and pile bridges will not be allowed except upon the written authority of the Minister of Public Works and Labour, when allowed, the timber of which and the places where they are to be constructed must also be approved by him.

18. The portion of the subsidies to be allotted to every continuous and uninterrupted ten miles section of the railway in proportion of the cost of constructing the whole line to be completed, shall be established and estimated by the undersigned after the company shall have deposited in the Department of Public Works and Labour, plans, profiles, book of reference, descriptive drawings of bridges and culverts, estimates, etc., of the whole line of the railway, by sections of 10 miles, and the same shall have been certified and approved according to law, and after the undersigned shall have made the necessary inspection and verification on the spot and shall have submitted one or more progress estimate reports to that effect to the Minister of Public Works and Labour.

IVAN E. VALLEE,
Chief-Engineer.

Department of Public Works and Labour.
Quebec.

19. Specification annexed to the foregoing contract, and signed *ne varietur* by the contracting parties on the same day and in the same year in the presence of the same witnesses,—

Signed by the Minister and Secretary
of the Department of Public Works
and Labour, who have affixed their
official seal,—

ANTONIN GALIPEAULT,
Minister of Public Works and Labour.
ALPH. GAGNON,
Secretary.

In the presence of:—

IVAN E. VALLEE,
[Seal] *Chief Engineer and Director of Ry's D. P. W. & L.*

Signed by the President and Secretary
of the Interprovincial & James Bay
Railway Company who have affixed
their official seal,—

A. D. MAC TIER,
President.
H. C. OSWALD,
Secretary.

In the presence of,—
IRENE CASEY.

[Seal]

Signed by the President and Assistant
Secretary of the Canadian Pacific
Railway Company who have affixed
their official seal,—

E. W. BEATTY,
President.

In the presence of,—

IRENE CASEY,

H. C. OSWALD,
Assistant Secretary.

[Seal]