

Id., s. 14,  
replaced.

**2.** Section 14 of the act 4 George V, chapter 107, is replaced by the following:

Date for  
commencing  
and com-  
pleting con-  
struction.

**"14.** The work of the construction of the railway shall be begun before November 1st, 1922. The building of the main line shall be finished on or before November 1st, 1929."

Coming into  
force.

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

## CHAP. 119

### An Act to incorporate Levis Tramways Company

[Assented to, 17th of March, 1919]

Preamble.

**W**HEREAS a petition has been presented by The Honourable Raoul Dandurand, senator, Samuel Hamilton Ewing, merchant, Joseph Armitage Ewing, advocate and King's Counsel, all of the city of Montreal, Ernest Augustus Macnutt, of the city of Westmount, treasurer, and J. Cleophas Blouin, of the city of Levis, sheriff, praying for the passing of an act to incorporate Levis Tramways Company with the powers hereinafter mentioned, and it is expedient that the prayer of their petition be granted;

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

Corporation  
constituted.

**1.** The said Honourable Raoul Dandurand, Samuel Hamilton Ewing, Joseph Armitage Ewing, Ernest Augustus Macnutt and J. Cleophas Blouin, and all persons who shall become shareholders in the company hereby incorporated, are hereby constituted a corporation under the name of "Levis Tramways Company (*La Compagnie des Tramways de Levis*)", hereinafter called "the company".

Head office.

**2.** The head office of the company shall be at the city of Levis.

Directors.

**3.** The said Honourable Raoul Dandurand, Samuel Hamilton Ewing, Joseph Armitage Ewing, Ernest Augustus Macnutt and J. Cleophas Blouin shall be the first directors of the company, of whom a majority shall form a quorum.

The directors shall not be less than five nor more

than eleven in number, as may be determined by by-law. One or more of such directors may be paid salaries.

**4.** The company is authorized to issue capital stock to the extent of one million, five hundred thousand dollars, divided into fifteen thousand shares of one hundred dollars each. The directors may create by by-law and issue any part of the capital stock as preferred stock, giving the same such preference and priority as respects dividends, and in any other respect, over the ordinary stock, as is declared by the by-law. Such by-law or by-laws may provide for the creation of different classes of preferred stock and give one class preference over another class.

Capital stock.  
By-laws to issue preferred stock, etc.

Such by-laws shall not become effective until confirmed by a resolution passed by the majority in value of the shareholders at a special general meeting called for considering the same.

**5.** The annual meeting of the shareholders shall be held on the third Wednesday in October in each year, at such place and hour as may be fixed by the directors.

Annual meeting.

**6.** The company may acquire, own, hold and operate the railway now owned by The Levis County Railway as the same now exists, and as operated, and may run any kind or kinds of cars thereon by means of electricity or other mode of locomotion approved of by the interested municipalities, in the city of Levis, the parish of St. Romuald d'Etchemin, the village of Bienville, and the town of Lauzon; and acquire all or any of the property, real and personal, moveable and immovable, assets, rights, privileges and franchises, whether derived from the charters of The Levis County Railway and The Levis County Railway Company, or granted by municipal or other corporations or persons, or otherwise acquired, presently belonging to or enjoyed by The Levis County Railway, including the agreements and covenants contained in Schedules A, B and C annexed to the act incorporating The Levis County Railway, 6 Edward VII, chapter 68.

Power to acquire. Levis County railway.

The amendments respectively made to the said agreements and covenants by the resolutions of the council of the city of Levis of the 2nd of April, 1918, the 8th of April, 1918, and the 25th of November, 1918, annexed to this act as Schedule A; the resolutions of the council of the town of Lauzon of the 26th of April, 1918, and the 8th of May, 1918, annexed to this act as Schedule B; the resolution of the council of the village of Bienville of the

Agreements, etc., validated.

Amend-  
ments.

22nd of April, 1918, annexed to this act as Schedule C; and the resolution of the council of the parish of St. Romuald d'Etchemin of the 30th of April, 1918, annexed to this act as Schedule D, are hereby ratified and declared valid and binding upon the several municipalities and the Levis County Railway, its assigns and successors, including the company when it shall have acquired the property and rights now owned by the said railway. Alterations and additions to the said agreements, covenants and amendments may be made from time to time by mutual consent, and new agreements entered into with all or any of the said municipalities or with other municipalities or corporations.

Power to  
extend rail-  
way, etc.

**7.** The company shall have power to extend the said railway, when it shall have acquired the same, and to operate it as aforesaid in the town of Levis and in and between any of the various municipalities of the counties of Levis, Bellechasse, Dorchester and Beauce, the respective councils of which town and municipalities are hereby authorized to exempt by resolution the company from taxation on the said railway and property, or any extension of the railway or property hereafter acquired, for such period of time not exceeding forty years as they shall deem advisable, and to grant it such privileges and advantages as they may deem in the interest of the public of the municipality. For any roads which may be under the control of any person or corporation other than the municipalities through which they run, or of the Crown, the company may make arrangements with those in such control for the location, construction, maintenance and right of way of its railway as well as for the maintenance of the roads on which the said railway is or shall be built. The company may build and operate branches not exceeding fifteen miles in length for facilitating the operation of the main line or acting as feeders to it, and also all switches and sidings required.

Power to fix  
fares, etc.

**8.** The company may charge such fares, tolls and rates as it may agree upon from time to time with the municipalities, other than those mentioned in section 6, through which its railway runs, and, in default of such agreement, such fares and tolls shall be determined and fixed by the Quebec Public Utilities' Commission.

Power to  
amalgamate.

**9.** The company, with the approval of the Quebec Public Utilities' Commission, may amalgamate with any other tramway or railway company whose lines may be crossed by the company's railway or branches or with which it may join or connect.

**10.** The company is authorized to enter into arrangements with other tramway or railway companies: Power to enter into agreements with other railways.

1. For the passage of its cars and the running of its trains over any tramway or railway which its lines may cross or with which it may connect, as well as for the running of the trains of any other tramway or railway over its lines;

2. For acquiring branch lines;

3. For facilitating connections between its own and any other tramway or railway;

4. For acquiring the ownership, powers, rights, franchises and privileges as well as the rolling stock of other tramways or railway companies and for leasing any other tramway or railway, wholly or in part.

**11.** The company is further authorized to make arrangements with any other tramway, railway, electric or transportation company, for transferring its property, franchises, rights and powers, in whole or in part, to it, or acquiring those of the said other company or amalgamating together on such conditions as the respective directors of both companies may deem expedient; but the decisions of the board of directors must be ratified by the majority in value of the shareholders present or represented by proxy at an annual general meeting or at a special meeting called for the purpose. The company may acquire by purchase or otherwise shares of any company manufacturing electric power, or in any tramway or railway company; it may purchase water powers for the generation of electric power and light, whether such water powers are developed or are undeveloped; but the franchises of the Company cannot be transferred without the approval of the Quebec Public Utilities' Commission. Power to sell property to other companies. Power to purchase shares of other companies.

**12.** The company may borrow such sums of money at such rates of interest and on such terms and conditions as the directors may from time to time deem advisable, and may issue bonds or debentures or other evidences of indebtedness or acknowledgments for or of the same, and may sell or otherwise dispose of them for such prices as it may see fit. It may pledge its unissued bonds to secure money borrowed on such terms and conditions as it considers advisable, and when the same are redeemed it may re-pledge them and when freed from such pledge it may dispose of them as though they had never been pledged or dealt with. Power to borrow money. May pledge bonds.

**13.** The company may issue bonds or debentures from Power to

issue bonds,  
etc.

time to time for such sums and at such rates of interest as it may deem advisable, repayable at such times as it may decide, provided that no such bond or debenture shall be issued for a sum less than one hundred dollars; and may make, and issue as paid up stock, shares in the company, either preferred or common or both, whether subscribed for or not, and may allot and hand over such portion of such stock or such portion of such bonds or debentures, or such portion of both, as may be necessary in payment, or part payment, of the Levis County Railway, its property, assets, rights and franchises, or in payment of any other property which the company is authorized to acquire, including rights of way, plant, rolling stock, equipment and material of all kinds, and in payment of the services of contractors and employees, and in payment of any claim for compensation for services rendered to the company by any person, contractor or shareholder of the company; and such issues of bonds, debentures and stock and allotments of the latter, shall be binding on the company, and such stock shall not be assessable for calls. The powers conferred by this section and the next preceding one may be exercised by the directors.

Municipal-  
ities may  
exempt from  
taxation.

**14.** Notwithstanding any provisions to the contrary or the omission of any provision authorizing it so to do, any corporation of a city, town, village, county or parish, or any municipality interested in the construction or operation of the said railway, may, by resolution of its council, grant it exemption from taxation and other advantages; and the councils of such various municipalities are hereby authorized to make such arrangements with the company as they may deem advantageous for facilitating and securing the construction or operation of the road. But in the case of any grant of a bonus, either in money or otherwise, the by-law or resolution authorising the same shall be approved by the municipal electors in accordance with articles 372 to 387 of the Quebec Municipal Code or with articles 5609 to 5622 of the Revised Statutes, 1909, as the case may be, and by the Lieutenant-Governor in Council.

Bonus.

Power to  
build  
elevators,  
etc.

**15.** The company is authorized to build and operate one or more elevators or hoists for passengers, freight, vehicles or animals or for all such purposes combined; own and operate quarries, sandpits and gravel pits, and sell the products thereof; haul and transfer freight, generate, use and sell electric light and power, and establish, from time to time, tariffs of tolls, charges and prices for the above purposes.

**16.** To secure the due payment of the bonds or debentures which the company may at any time issue, or the money it may from time to time borrow, the company, by resolution of the directors, may create such mortgages, pledges, charges and encumbrances of or upon the whole or any portion of such property, assets, rents, revenues, franchises and rights, present or future, or both, as are described in the deeds of mortgage and trust which the company is hereby authorized to execute; and the company may transfer, assign and set over, as security for the due payment in principal, interest and accessories of the bonds and debentures so to be issued, to a trustee, all or any of its property, assets, franchises, privileges, rents and revenues, as it shall deem expedient; and it may covenant that, in the event of default in payment of the said bonds or the interest thereon or default in any of the obligations assumed by the company by the terms of the said deed of trust and mortgage, the said trustee may take possession of the said railway and other property so transferred and assigned, mortgaged or pledged as security, as aforesaid, and may run the said railway during such time as the trustee may deem expedient for the benefit of the bond-holders, and may sell the same after such delay and upon such notice and upon such terms and conditions as the said trustee may deem expedient, or as may be agreed upon in the said deed; and any conveyance, so made by the said trustee, in accordance with the provisions of the trust deed, shall convey to the purchaser a full and complete title to the property so sold, free and clear of all mortgages, privileges and encumbrances whatsoever, except such as may be contained in the deed of conveyance to such purchaser.

It shall not be necessary, in order to preserve the priority, lien, hypothec, mortgage, charge or privilege created by any bond or debenture issued or trust deed executed under the provisions of this act, that such bond or deed should be registered in any manner or in any place whatsoever, but every such trust deed shall be deposited in the office of the Provincial Secretary, of which deposit notice shall be given in the *Quebec Official Gazette*; and a copy of such trust deed or agreement, certified to be a true copy by the Provincial Secretary, shall be received as evidence of the original in any court of justice, without proof of the signature or seals upon such original.

The mortgage, hypothec, charge and privilege purporting to be created by such deed of trust and mortgage, shall be valid and binding, notwithstanding that the said deed shall not have been registered, and the bonds issued in virtue of this act and secured by a trust deed, shall, without registration, be valid without registration of trust deed.

Power to mortgage property.

Deposit of trust deed with Provincial Sec'y.

Mortgage valid without registration of trust deed.

stration of any kind, be a first mortgage, charge and privilege upon the whole undertaking of the company, its railway, franchises and other assets, to the extent stated in the said trust deed.

Power to  
extend  
railway over  
the river St.  
Lawrence.

**17.** The company is authorized to enter into all agreements with the proper authorities and make all arrangements for the purpose of extending the said railway as far as the "Quebec Bridge" and over the same, and also on the north shore of the river St. Lawrence to connect at some point with the electric railway belonging to the Quebec Railway, Light, Heat & Power Company; and the company is authorized to enter into such arrangements with the Quebec Railway, Light, Heat & Power Company as the respective boards of directors of the said companies may agree upon; but it shall not be lawful for the company to run its cars into, and upon the streets of, the city of Quebec, without the consent of the Quebec Railway, Light, Heat & Power Company and the city of Quebec. Provided that the powers hereby granted shall not be exercised in any territory on the north shore of the St. Lawrence river in which the Quebec Railway, Light, Heat & Power Company, Ltd., the Quebec County Railway, or the Quebec Railway, Light & Power Company, have like powers, without first making an agreement with them and obtaining their consent.

Power to  
continue  
operation,  
etc., of  
system.

**18.** Notwithstanding anything in this act contained, in default of the company and the respective municipalities of Levis, Bienville, Lauzon and St. Romuald d'Etchemin mutually agreeing to renew or extend the agreements and covenants cited in section 6 hereof, or any others entered into, at or before the expiration of the same, the company shall have the right, with the approval of the Quebec Public Utilities' Commission, to continue to operate and maintain its system in each of the said municipalities as if it were operating there without agreement with that municipality.

Certified  
copies of  
by-laws,  
proof in  
court.

**19.** Copies of any by-law, rule or order of the company, and extracts from minutes of meetings of its shareholders and directors, certified as correct by the president or secretary, shall be evidence thereof in any court.

French and  
English to  
be used in  
all notices,  
etc.

**20.** The company shall display on its cars its corporate name, in French and English; and every street indication, posted notice, by-law, ticket and all printed matter of the

company shall be in French and English; as also the badges of the company's employees.

**21.** The company shall be governed by section fifteenth R.S., 6467 to of chapter third of title eleventh (articles 6467 to 6733 6733, to inclusive) of the Revised Statutes, 1909, except in so far <sup>govern.</sup> as the same may be inconsistent with this act.

**22.** Articles 5917 to 5919, both inclusive, 6529 to Certain 6534, both inclusive, 6597 to 6602, both inclusive, <sup>articles of</sup> 6604, (1st par.), 6605 (except sub-paragraphs *a*, *b*, and <sup>R.S. not to</sup> *d*), 6607 and 6608, 6615, paragraph 1, 6620, 6621, 6622, 6644, 6645 and 6705, paragraph *c*, of the Revised Statutes, 1909, shall not apply to the company.

**23.** Art. 6510 of the Revised Statutes, 1909, is <sup>Id., 6510,</sup> replaced for the Company by the following: <sup>replaced,</sup>

**"6510.** The funds of the Company shall not be used to <sup>for the com-</sup> pany. acquire any shares of its capital stock."

**24.** This act shall come into force on the day of its <sup>Coming into</sup> sanction. <sup>force.</sup>

## SCHEDULE A

(Translation)

### CITY OF LEVIS

RESOLUTION adopted by the council of the city of Levis at the sitting held on the 2nd of April, 1918.

Motion.

Moved by alderman F. X. Lemieux,

Seconded by alderman Ernest Roy, and

*Resolved* :—

Seeing the resolution of this council dated the 19th of February, 1906, and the act 6 Edward VII, chapter 68, assented to on the 9th of March, 1906;

Whereas it has been demonstrated to the city of Levis that the said Levis County Railway Company would be compelled to discontinue its tramway service if the said agreement were not amended in a sense hereinafter set forth, and very serious prejudice would result therefrom to the public of this municipality;

That the arrangements and agreements of the 19th of



February, 1906, as set forth in schedule A of the said statute, are modified and amended as follows, to wit:

1. The words "and the elevator" in clause 2 are struck out;

2. Clause "8" is replaced by the following:

"8. The company undertakes to charge a minimum rate of ten cents for each passenger and to sell tickets at the rate of eight for fifty cents for every passenger over twelve years of age; school children tickets shall be sold in series of 50 for \$1.50 to *bona-fide* school children under sixteen years of age on presentation at the company's office of certificates establishing their status; children under twelve years of age and not carried in arms, shall pay .05c. per trip or .25c. for ten tickets, but the company shall have the right to charge ten cents additional or an extra ticket to passengers coming from Bennett's hill or *vice-versa* to those coming into that portion of the city to the west of the foot of the said Bennett's hill and going beyond it in an easterly direction.

The company shall not be obliged to change bank-notes of over two dollars."

3. Clause 9 is replaced by the following:

"9. The passenger cars shall give a minimum service in summer and winter in such manner as to connect with the service of the ferry boats, except for the western part of the town; for the portion of the town situate to the west of the ferry, the interval between the car service shall be half an hour in the summer, and in winter such as to connect with the ferry service in winter."

4. Clause 11 is replaced by the following:

"11. The company shall, under direction of the council, at all seasons of the year, maintain that portion of the road covered by its track, including the whole length between the outside ties, but in winter the company shall undertake to remove the snow from all roads where its track runs; the maintenance of roads, as winter roads, shall be in accordance with the direction of the inspector of municipal roads, who shall notify the company in writing when any parts of the roads do not fulfil the conditions required by him; the company shall not assume any responsibility for any accidents or other things that may occur in the streets outside of its tracks. The city of Lévis shall pay the company three-fourths of the cost of removing the snow, and the company shall bear the cost of the other fourth. Such payments shall be made every month; in default of payment being regularly made, the company may stop removing the snow or suspend the running of its cars. The cost of removing the snow shall not include the costs of

maintenance nor wear and tear nor the time required by the company for its ploughs and sweepers. When the company makes a sufficient profit during the winter to pay the cost of operating the tramway the value of the depreciation of its material and rolling stock and the interest on the paid-up capital for such period, then the company shall pay one half instead of one quarter of the cost of removing the snow."

5. Clause 16 is replaced by the following:

"16. The schedule speed of the cars shall not exceed fifteen miles per hour."

6. Clause 17 is replaced by the following:

"17. The company shall give a direct service between the upper and lower town from the ferry landing in Lauzon ward to the end of its system in Notre-Dame ward, and a regular service to the end of its track in Villemay ward.

"The company has the right to construct, with the permission of the council and under its direction, a Y on Laurier avenue and sidings at the foot of Fraser street or hill at its intersection with Commercial street and everywhere else where it may deem it advisable to do so for the safety of the public and the efficacy of the service."

7. Clause 23 is amended by adding the following as paragraph C:

"C. The city of Levis grants the company a new exemption from all taxes for a further period of twenty years, with the exception however of the water tax. This clause shall come into force only after having been ratified by the Legislature of this Province, and the city shall unite with the company in applying to the Legislature to authorize the said exemption from taxation."

8. Clause 26 is replaced by the following:

"26. The arrangements and agreements contained in the resolution of the 19th February, 1906, as amended by the arrangements and agreements contained in this resolution, with the exception of paragraph C of clause 23, shall be for a period of twenty years counting from the coming into force of the present resolution. Nevertheless, parties may always by mutual consent put an end to the agreement contained in the present resolution."

9. The following clauses are added to the said resolution:

"28. The city of Levis shall pass (a) a by-law prohibiting the practice of smoking and spitting in the company's cars; (b) a by-law prohibiting passengers on its cars from standing on the steps or any outer parts of the tramway's car, which constitute a danger to the public; (c) a by-law prohibiting throwing or allowing snow to accumulate on

the track, and obstructing the track by allowing any kind of vehicle to remain thereon."

"29. The city of Levis undertakes to protect the company against any competition causing it any prejudice, provided the company maintains its service and equipment in reasonable and first class condition, taking into account local circumstances and cases of irresistible force.

The company have the right to adopt the new system of cars worked by a single man.

Carried.

True copy.

LIONEL LEMIEUX,  
*City Clerk.*

2nd January, 1919.

*(Translation)*

CITY OF LEVIS.

RESOLUTION adopted by the council of the city of Levis at its sitting held on the eighth of April, 1918

Motion (Re: Levis County Railway.)

Moved by alderman F. X. Lemieux,  
Seconded by alderman V. Ringuet,

That the resolution adopted at the sitting of the second April instant, amending the franchises of the Levis County Railway Company be amended:

1 By replacing paragraph *C* of article 7 by the following:

"*C.* The town of Levis grants a fresh exemption to the company from all taxes for a further period of twenty years counting from the year one thousand nine hundred and twenty-six, the date when the present franchises of the said company will expire, with the exception however of the water rate; this clause shall have force and effect only after having been ratified by the Legislature of this Province, and the town shall unite with the company in applying to the Legislature to authorize the said exemption from taxation.";

2. By replacing clause 26 of article 8 by the following:

"26. The arrangements and agreements contained in the resolution of the 19th of February, 1906, as amended and modified by the arrangements and agreements contained in the present resolution, with the exception of paragraph *C* of clause 23, shall be for a period of twenty years counting from 1926, the date of the expiry of the present franchises

of the said company. Nevertheless, the parties may always by mutual consent put an end to the arrangements contained in the present resolution.”;

3. By striking out in clause 8 of article 2 the words : “at the rate of eight for fifty cents”, and by replacing them by the words: “at the rate of four tickets for twenty-five cents”. Carried.

True copy.

LIONEL LEMIEUX,

*Secretary-Treasurer of the city of Levis.*

Levis 2nd January, 1919.

(Translation)

CITY OF LEVIS

EXTRACT from report No. 429 of the general committee adopted by the city council at the sitting held on the twenty-fifth of November, 1918.

4. The committee recommend that the resolution of the 2nd April, 1918, amending the franchises of the Levis County Railway Company, as amended by the council at the sitting of the 8th of April, 1918, be again amended as follows:

I. By replacing clause 8 by the following:

“8. The company undertakes to charge a minimum rate of ten cents for each passenger and to sell tickets at four for twenty-five cents for every passenger over twelve years of age; school children’s tickets shall be sold in series of 50 for \$1.50 to *bona-fide* school children under sixteen years, on presentation at the company’s office of a certificate establishing their status; children under twelve years of age and not carried in arms by their guardian, shall pay 5 cents, or 25 cents for ten tickets; but the company shall have the right to charge ten cents additional or another ticket to passengers coming from a point in the city of Levis east of Bennet’s Hill and passing beyond it towards the west, or *vice-versa* to those coming from a point in the city west of the foot of the said Bennett’s Hill and passing beyond it eastward to a point in the city of Levis.”

II. By replacing clause 9 by the following:

“9. The passenger cars shall give a minimum service in summer and winter in such manner as to connect with the

present ferry-boat service; the winter service must however continue from half hour to half hour until 9 o'clock in the evening, except for the part of the city west of the ferry; for such part of the city west of the ferry the cars shall run at half hour intervals in summer, and so as to connect with the present ferry-boat service in winter."

III. By replacing the words: "and the interest on the paid up capital for such period", near the end of clause 11., by the words: "and the interest at six per cent., on the paid up capital for such period."

IV. By replacing clause 17 by the following:

"17. The company shall give a direct service between the lower and the upper town from the ferry landing in Lauzon ward to the end of its system in Notre-Dame ward, and a regular service to the end of its track in Villemay ward.

The company shall have the right to construct, with the council's permission, a Y on Laurier avenue sixty feet long starting from the main line on Commercial street, which Y shall serve only for turning the cars, which must not remain on that part of the track."

(Alderman Ringuet voted against this amendment.)

V. By replacing clause 21 of schedule A to the act 6 Edward VII, chapter 68, by the following:

"21. If, in the period of twenty years from the coming into force of the present resolution, the company should pay its common stock holders a dividend of six per cent as the result of the operation of its system in the said city, the company shall then be alone bound, in winter, to pay the whole cost of keeping in order the streets and roads through which the said railway runs."

VI. By repealing clause 22 of schedule A to the act 6 Edward VII, chapter 68.

VII. By replacing the first paragraph of clause 23 of Schedule A to the act 6 Edward VII, chapter 68, by the following:

"23. The city further grants the company, its successors and assigns by these presents:"

True copy.

LIONEL LEMIEUX,

*Clerk of the City of Levis.*

Levis, 2nd January, 1919.

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## SCHEDULE B

(Translation)

## TOWN OF LAUZON

At a sitting held on the 26th of April 1918.

It was moved by Mr. Jules Boissinot, seconded by Mr. Gédéon Bolduc, and Resolved:—

Seeing the resolution of this council dated the 21st of February, 1906, and the act 6 Edward VII, chapter 68, assented to on the 9th of March, 1906:

Whereas it has been demonstrated to the town of Lauzon that the Levis County Railway Company would be forced to discontinue its tramway service if the said agreement were not amended in the sense hereinafter set forth, and very serious prejudice would result therefrom to the public of this municipality;

That the arrangements and agreements of the 21st of February 1906, set forth in schedule B to the said statute, are modified and amended as follows, to wit:

1. Paragraph *a* is amended by adding the following paragraph thereto:

“3. The town of Lauzon grants the company a fresh exemption from all taxes for a further period of twenty years from the expiration of that granted by the resolution of the 21st February 1906, with the exception, however, of the water-tax; this clause shall have force and effect only after having been ratified by the Legislature of this Province; the town shall unite with the company in applying to the Legislature to authorize the said exemption from taxation without any expense to the town.”

2. Clause 3 of paragraph *b* is replaced by the following:

“3. The Company shall, under the direction of the council, at all seasons of the year, maintain the part of the road between the rails of its track and outside the rails to the ends of the ties; but, in winter, the company undertakes, under the direction of the council, to remove the snow from all roads where its tracks run, except in the case of irresistible force; the maintenance of the roads as winter roads shall be in accordance with the direction of the inspector of municipal roads, who shall notify the company in writing when any parts of the roads do not fulfill the conditions required by him; by complying with such directions of the municipal inspector, the company shall not assume any responsibility for any accidents or damages whatever that may occur in the streets owing

to the removal of the snow in the said streets, except those caused by collision with its cars if there has been any negligence on its part, and except the cases where such accidents are in contravention with paragraph *c* of clause 9 of the present agreement. The town of Lauzon shall pay the company three-fourths of the cost of removing the snow, the company to bear the cost of the remaining fourth. The cost of removing the snow shall not include the cost of maintenance nor wear and tear nor the time required by the company for its ploughs and sweepers, including the ten-foot scraper attached to the sweepers. When the company makes a sufficient profit during the winter to pay the cost of operating the tramway, the value of the depreciation of its material and rolling stock and the interest on its paid up capital for such period, then the company shall pay one-half instead of one-fourth of the cost of removing the snow. The municipality shall pay its account for removing the snow every month, in default whereof, in addition to the other rights and privileges it may have, the company may cease to remove the snow or suspend the running of its cars."

3. Clause 5 of paragraph *b* is replaced by the following:

"5. The passenger cars shall run at least from Gilmore's Hill to the ferry in summer and winter in such manner as to connect with the present service of the steamers of the Levis Ferry Company, between five o'clock in the morning and midnight; and between six in the morning and midnight in winter so as to allow access to the ferry without connection. The schedule of the cars shall not exceed fifteen miles per hour.

4. Clauses 6 and 7 of paragraph *b* are replaced by the following:

"6. The company undertakes to charge a minimum rate of ten cents for each passenger, and to sell, on every car, tickets at the rate of four for twenty-five cents for every passenger over twelve years of age; school children's tickets shall be sold in series of fifty for one dollar and fifty cents, for bona-fide school children under sixteen years of age on presentation of certificates establishing their status; children under twelve years of age and not carried in arms, five cents per trip or twenty-five cents for ten tickets.

"7. The tariff stipulated in the foregoing clause shall apply to the conveyance of passengers between Gilmore's Hill and the Levis ferry and the upper town."

5. Clause 9 of paragraph *c* and paragraphs *c* and *d*, are replaced by the following:

8. The agreements and conventions contained in the resolution of the 20th February 1906 as amended and modified by the agreements and conventions contained in the present resolution, shall be exclusive for a period of twenty years counting from the expiration of the present franchise dated the 21st of February, 1906, and shall have force and effect beginning from the first of May next, 1918, for the period remained to elapse from the 1st of May to the expiration of the franchise granted by the said resolution of the 21st of February 1906. The parties may, nevertheless, at any time, by mutual agreement put an end to the agreements contained in the said resolution.

9. The town of Lauzon (a) shall pass a by-law prohibiting the practice of smoking or spitting in the company's cars; (b) a by-law prohibiting passengers on its cars from standing on the steps or any outer parts of the tramway cars, which constitutes a public danger; (c) a by-law prohibiting throwing or allowing snow to accumulate on the track and obstructing the track by allowing any kind of vehicles to remain thereon.

11. The Company shall establish a baggage transfer, parcel express and freight giving a bi-weekly service at least in the winter and a daily service in summer, with the exception of Sundays and holidays.

12. The company shall have the right to adopt vehicles worked by a single man and called "The new automatic safety car".

13. The company shall have the right to run on its track vehicles serving for the conveyance of baggage, express parcels or freight and to build branches giving access to commercial and industrial establishments, and also to build under the direction of the council any sidings or branches of any kind it may deem necessary for the effective service of its tramways.

14. If the town of Lauzon decides to have certain streets through which the tramway passes paved with stone or other material, it may have the portion of such street comprised between the rails paved at its own expense, like the remainder of such street, and to that end it may raise the bed of the said streets between the rails to the level of such rails; and thereupon the company shall be bound to provide for the maintenance of that portion of the street between the rails and outside the rails to the ends of the ties, in as good order and condition as the part of the said roads maintained by the town.

14a. When the company re-ballasts its road before the municipality does the repairs it intends to do to its roads,



the latter shall, through its engineers, determine and specify the level which the electric tramway track must have to correspond with the general level of the streets to be so remade, and in such a manner as to have uniform work.

14*b*. The above clause 14*a* shall be considered as not existing when the said works shall be done at the same time by the company and the municipality.

15. If the town of Lauzon decides to change the level of a street through which the tramway runs after its road has been remade, the company shall submit to such change, the cost whereof shall however be payable solely by the municipality.

16. Whenever it is necessary to cut down or lop the branches of ornamental trees along the track to prevent danger of contact with the company's electric wires, such trees shall be cut down or their branches lopped carefully by the company under the direction and supervision of the council or its officers.

17. That this resolution shall avail in so far as the other municipalities along the said track of the Levis County Railway Company shall have voted a similar one.

18. That the municipal resolution adopted by this council at its sittings of the 10th of April instant, be repealed by the present one.

#### IN AMENDMENT

Mr. Johnny Bernier moved

Seconded by Mr. Patrick H. Murphy:

"That the motion adopted at the municipal sitting held on the 10th of April instant, respecting privileges granted to and the conditions imposed upon the electric tramway company be maintained."

The amendment being put to the vote, the votes were divided as follows:

For:—Mr. Johnny Bernier, Patrick Murphy and Joseph Bilodeau.

Against:—Mr. Adélaré Samson, Jules Boissinot, Aimé Bourget, and Gédéon Bolduc.

The mayor declared the amendment lost.

The main motion being put to the vote, the votes were divided as follows:

For:—Mr. Jules Boissinot, Gédéon Bolduc, Aimé Bourget and Adélaré Samson.

Against:—Messrs. P. H. Murphy, Johnny Bernier and Joseph Bilodeau.

The mayor declared the main motion carried.

(Signed) JOSEPH LAGUEUX, *mayor*.

" H. BOURASSA, *sec.-treas.*

True copy of the above resolution passed and adopted by the council of Lauzon at its special sitting held on the 26th of April instant, and at which were present: Mr Joseph Lagueux, mayor, and aldermen Adélaré Samson, Jules Boissinot, Aimé Bourget, Gédéon Bolduc, Patrick H. Murphy, Johnny Bernier and Joseph Bilodeau.

In testimony whereof I give the present certificate this twenty-ninth day of April, 1918.

H. BOURASSA,  
*Secretary-Treasurer.*

[Seal]

True copy.

H. BOURASSA,  
*Sec. Treas.*

3rd January, 1919.

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#### LEVIS COUNTY RAILWAY

Sitting of the 8th of May, 1918.

*Resolution*,—Moved by Mr. Gédéon Bolduc, seconded by Mr. Jules Boissinot and:

*Resolved*,—That the resolution amending the franchises of the Levis County Railway company, passed and adopted at a special sitting held on the 26th of April last, be amended as follows, to wit:

1. By striking out clause 17 of the said resolution which reads as follows: "That this resolution shall avail in so far as the other municipalities along the said track of the Levis County Railway Company shall have voted a similar one."

2. By amending paragraph *a*, (Schedule B) by inserting therein, after the word: "Railway", in the second line thereof, the following words: "its successors or assigns."

3. By striking out, in paragraph 2, the words: "and except the cases where such accidents are in contravention with paragraph C of clause 9 of these resolutions".

4. By adding the following words to clause 9: "but the Levis County Railway Company must see to the taking of proceedings against persons contravening these by-laws".

5. By striking out the word "minimum" before the word "rate" in article 6.

It was moved in amendment by Mr. P. H. Murphy, seconded by Mr. Phil. Thom. Bourget, that it be

*Resolved*:—That the taking into consideration of the above motion respecting the amending of the franchise granted the Levis County Railway Company, on the 26th April 1918, be postponed to the next sitting.

The amendment was put to the vote with the following result:

*For*. Messrs. Pat. H. Murphy, Phil. Thom. Bourget Johnny Bernier and Joseph Bilodeau.

*Against*. Messrs. Adélarde Samson, Jules Boissinot, Aimé Bourget and Gédéon Bolduc.

The votes being equally divided, the Mayor voted *against* the amendment and declared the motion *lost*.

The main motion was put to the vote with the following result:

*For*. Messrs. Gédéon Bolduc, Jules Boissinot, Adélarde Samson and Aimé Bourget.

*Against*. Messrs. Pat. H. Murphy, Phil. Thom. Bourget, Johnny Bernier and Joseph Bilodeau.

The votes being equally divided, the Mayor voted *for* the main motion and declared it adopted.

(Signed) JOSEPH LAGUEUX, *Mayor*.

Do. H. BOURASSA, *Sec. Treas.*

True copy of the above resolution passed and adopted by the council of Lauzon at its general sitting of the 8th of May instant, at which were present the Mayor, Mr. Joseph Lagueux, and aldermen Adélarde Samson, Jules Boissinot Aimé Bourget, Gédéon Bolduc, Patrick H. Murphy, Phil. Thom Bourget, Johnny Bernier and Joseph Bilodeau.

In testimony whereof I give this certificate on the eleventh day of May one thousand nine hundred and eighteen.

(Signed) H. BOURASSA,  
*Sec. Treas.*

[Seal].

True copy.

2nd January 1919.

H. BOURASSA

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## SCHEDULE C

(Translation)

## MUNICIPALITY OF THE VILLAGE OF BIENVILLE

At a regular sitting of the council of the said municipality, held on Monday the 22nd of April, 1918, at the usual place and time of the sittings of the said council, being a sitting continued by adjournment on the 17th, instant; present, councillors Joseph Maurice, Joseph Robin, Napoléon Lepage, C. E. Bourgault and Armand G. Gagnon, all members of the council and forming a quorum thereof under the presidency of pro-mayor Joseph Maurice; Mr. Joseph O. Blouin acting as secretary.

1. The council noted that notice had been served upon councillors Joseph Robin, Armand Gagnon and Désiré Octeau who were absent from the sitting on the 17th., inst.

2. Councillor Joseph Robin asked the council to put the matter of the Levis County Railway upon the orders of the day, as the representatives of the company Messrs. Blouin, Weyman, and Moffat, were present to give the necessary information.

After studying the various proposed amendments and the explanations given by Mr. Blouin,

Councillor Napoléon Lepage moved, seconded by Councillor Joseph Robin, and it was :

Resolved—Seeing the resolution of this council dated 19th of February, 1906, and the act 6 Edward VII, chapter 68, of the 9th of March, 1906.

Whereas it has been demonstrated to the municipality of the village of Bienville that the said Levis County Railway will be compelled to discontinue its tramway service unless the said agreement was amended in the sense hereinafter set forth, and very serious prejudice would result therefrom to the public of this municipality;

That the arrangements and agreements of the 19th of February, 1906, set forth in schedule C of the said statute, be amended and modified as follows, to wit:

1. The following clause is added after clause 2:

“3. The municipality of the village of Bienville grants the company a fresh exemption from all taxes for a further period of twenty years, with the exception however of the water tax; this clause shall have force and effect only after having been ratified by the Legislature of this Province;

the municipality shall unite with the company to apply to the Legislature for the said exemption from taxation”.

2. Clause *c* is repealed as well as the second sentence of clause *b*.

3. Clause *d* is replaced by the following:

“*d*. The company shall, under the direction of the council, at all seasons of the year, maintain that part of the road between the rails of its track; but, in winter, the company undertakes, under the direction of the council, to remove the snow from all roads where its track runs; the maintenance of the roads as winter roads shall be in accordance with the directions of the inspector of municipal roads, who shall notify the company in writing when any part of the road does not fulfil the conditions required by him; by complying with such municipal directions, the company shall assume no responsibility, damages whatever that may occur in the streets owing to the removal of the snow in the said streets, except those caused by collision with its cars if there be any negligence on its part, and when there is no contravention of the provisions of paragraph *c* of clause *m* of the by-law. The municipality of the village of Bienville shall pay the company three-fourths of the cost of removing the snow, and the company shall bear the cost of the remaining fourth. The cost of removing the snow shall not include the cost of maintenance, nor wear and tear nor the time required by the company for its cars and sweepers, including the ten foot scraper attached to the said sweepers. When the company makes a sufficient profit during the winter to pay the cost of operating the tramway, the value of the depreciation of its material and rolling stock, and the interest on the paid up capital for that period, then the company shall pay one-half instead of one-fourth of the cost of removing the snow. The municipality shall pay its account for removing the snow every month, in default whereof, in addition to other rights and privileges it may have, the company may stop removing the snow or suspend the running of its cars”.

4. Clause *g* is replaced by the following:

“*g*. The passenger cars shall run at a minimum on the whole line now in operation in summer and in winter in such manner as to connect with the present service of the boats of the Levis Ferry Company Ltd., between five o'clock in the morning and midnight in summer and between six o'clock and midnight in winter, in such manner as to allow of access to the Levis ferry landing, without connections; except in case of irresistible force.

"The average speed of the cars shall not exceed fifteen miles per hour."

5. Clauses *i* and *j* are replaced by the following:

"*i*. The company undertakes to charge a minimum rate of ten cents for the conveyance of each passenger and to sell tickets at the rate of four for twenty-five cents for every passenger over twelve years of age; school children's tickets shall be sold in series of 50 for \$1.50 to *bona-fide* school children under sixteen years of age on presentation of certificates establishing their status; children under twelve years of age and not carried in arms, shall pay five cents per trip or twenty-five cents for ten tickets. The company shall give free passage on its cars to the secretary-treasurer and to the members of the municipal police force when they are on duty.

"*j*. The tariff stipulated in the foregoing clause shall only apply to the conveyance of passengers between Gilmore's hill and the Levis ferry landing."

6. Clause *k* is replaced by the following:

"*k*. The said Levis County Railway Company shall be the warrantor of the corporation of the village of Bienville and shall hold such corporation harmless for all claims or suits brought against it for damages to anything whatever through the fault and neglect of the company in its work of construction, maintenance or operation of the said electric tramway."

7. Clause *l* is replaced by the following :

"*l*. The arrangements and agreements contained in the resolution of the 19th February, 1906, as amended and modified by the arrangements and agreements contained in the present resolution, shall be exclusive for a period of twenty-eight years counting from the first of May, 1918. Nevertheless, the parties may always by mutual consent put an end to the arrangements contained in the said resolution."

8. The following clauses are added:

"*m*. The municipality of the village of Bienville shall pass: (a) a by-law prohibiting the practice of smoking and spitting in the company's cars; (b) a by-law prohibiting passengers on its cars from standing on the steps or any outer part of the cars, which constitutes a public danger; (c) a by-law prohibiting throwing or allowing snow to accumulate on its track and obstructing the track by allowing any kinds of vehicles to remain thereon.

"*o*. The company shall have the right to adopt the new system of cars worked by a single man and called "The new safety car".

"p. The company shall have the right to run on its track vehicles serving for the conveyance of baggage, express parcels and freight and to build branches giving access to commercial and industrial establishments, and also to build under the direction of the council any sidings or branches of any kind it may deem necessary for the efficacy of its tramway service.

"q. If the municipality of the village of Bienville decides to have certain streets, through which the tramway passes, paved with stone or other material, it may have the portion of such street comprised within the rails, paved at its own expense like the remainder of such street, and to that end it may raise the bed of the said streets between the rails to the level of such rails, and thereupon the company shall be bound to provide for the maintenance of that portion of the streets between the rails in as good order and condition as the outer part maintained by the municipality.

"r. If the municipality of the village of Bienville decides to change the level of a street through which the tramway runs, the company shall submit to such change, the cost whereof shall however be paid solely by the municipality.

"s. Whenever it shall be necessary to cut down or to lop the branches from ornamental trees along the track to prevent danger of contact with the company's electric wires, such trees shall be cut down or their branches lopped off by the company under the direction and superintendence of the council or of its officers."

*Carried.*

(Signed) E. E. LEMIEUX,  
*Mayor.*

(Signed) JOSEPH O. BLOUIN,  
*Secretary-Treasurer.*

True copy of the minutes of record in the archives of this municipality.

(Signed) JOSEPH O. BLOUIN,  
*Secretary-Treasurer.*

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## SCHEDULE D

*(Translation)*

## PROVINCE OF QUEBEC

## MUNICIPALITY OF THE PARISH OF ST. ROMUALD D'ETCHEMIN

The following has been textually transcribed from the minute book of the proceedings of the municipal council of the parish of St. Romuald d'Etchemin, in the county of Levis, being the resolution passed and adopted by the said council at its special sitting held on the thirtieth day of the month of April, one thousand nine hundred and eighteen.

Moved by councillor F. Hamelin,  
Seconded by councillor G. Couture,  
and resolved unanimously:

Seeing the resolutions of this council dated the fifteenth of February, nineteen hundred and two, of the twenty-fifth of May, nineteen hundred and twelve, and of the seventeenth of June, nineteen hundred and twelve, and the act 6 Edward VII, chapter 68, assented to on the ninth of March, nineteen hundred and six;

Whereas it has been demonstrated to the municipal corporation of the parish of St. Romuald d'Etchemin in the county of Levis, hereinafter called "the corporation," that the Levis County Railway Company, a legally constituted corporation having its head office in the city of Levis, hereinafter called the "company," would be compelled to discontinue its tramway service if the present agreements existing between them were not modified in the sense hereinafter set forth, and very great prejudice would result therefrom for the public of this corporation;

That the agreements and conventions stipulated in the above mentioned resolutions be amended and replaced by the following:

The corporation grants the company, its successors and assigns, on the conditions and with the reservations hereinafter set forth:

a. The right to construct, operate and keep in operation a system of electric railway on Commercial street of this corporation from Etchemin bridge to Garneau bridge or its vicinity, passing through the village of New Liverpool;

b. A fresh exemption from all taxes for a new period of twenty-eight years, with the exception, however, of water taxes; this clause nevertheless shall not have force until



after it has been ratified by the Legislature of the Province of Quebec; the corporation shall unite with the company in applying to the said Legislature for the ratification of such exemption, but such application and the costs incurred for the purpose shall be at the charge of the company alone.

The rights, privileges, amendments and exemption above mentioned are granted to the company solely upon the following conditions, namely:

1. To operate and maintain its road at the level of the said public highway in such manner that the other vehicles may cross and run over it easily when the track is free;

2. That the said track be located on one side of Commercial street in such manner as to leave on the opposite side a minimum free space at least eight feet wide for the traffic of other vehicles; notwithstanding what is said in this paragraph, the company may make sidings for its cars on the said road and cross the same if necessary.

3. The company shall, under the direction of the inspector of municipal roads of the corporation, at all seasons of the year, keep in order that portion of the public road between the rails of its tracks; but, for the winter season, the company shall be obliged to remove the snow from the whole of the road where its track runs, under the direction of the said road inspector.

4. The maintenance of the roads as winter roads on Commercial street shall be under the direction of the said municipal road inspector, who shall notify the company in writing when certain parts of the road do not fulfil the conditions required by him; the company assumes no responsibility for accidents that may occur in the streets outside of its track except in the event of negligence on its part; the corporation shall pay the company three-fourths of the cost of removing the snow, the company to bear the cost of the other fourth; nevertheless, the cost of removing the snow shall not include the cost of maintenance, nor of wear and tear nor the time required by the company for its ploughs, sweepers and scrapers and this even in the case when the removal of the snow is done by the corporation itself; in the latter case the company shall continue to operate such ploughs, sweepers and scrapers at its expense under the direction of the road inspector when its own track is cleared. Nevertheless, when the company makes sufficient profit during the winter to pay the cost of operating the tramway, the value of the depreciation of its material and rolling stock and the interest on the paid up capital for such period, then the company shall pay one-half instead of one-fourth of the cost of removing the snow. The corporation shall

pay its share of the cost of removing the snow every month, in default whereof, in addition to the other rights and privileges it may have, the company may cease to remove the snow or suspend the running of its cars; the company shall have the right to give back to the corporation and the corporation shall have the right to take back the work of removing snow at any time on three months' notice; nevertheless in the latter case the company shall pay the corporation one-fourth of the cost of removing the snow.

5. The passenger cars shall run between the Levis ferry where it now is, and St. Romuald, at intervals of half an hour from half-past five o'clock in the morning until midnight in the summer, and in such manner as to connect with the service of the boats of the Levis Ferry Company; during winter, except in cases of irresistible force, the company's cars shall start every day from the western terminus early enough to connect with the boats of the Levis ferry from half-past six o'clock in the morning, except in cases of irresistible force. Nevertheless, the company is dispensed from running its cars from Beaulieu wharf to the western terminus from the sixth of January to the fifteenth of April of each year; nevertheless, it is agreed that the company shall continue its operations after the sixth of January of each year so long as the free running of its cars is not prevented by snow nor by other circumstances inherent to the winter season. Nevertheless, if the winter service over that extension from the steamboat wharf to the western terminus increases to such an extent as to cover working expenses, the company shall maintain there a certain service with reference to which the parties shall come to a mutual agreement;

6. The council may appoint someone who, on its behalf and in its name, shall have the right to inspect the company's books in order to ascertain the cost of maintaining the winter roads, as stipulated in clause 4 of this resolution, and to ascertain the profit made by the company as mentioned in the said clause;

7. The schedule speed of the cars within the limits of the municipality of the parish of St. Romuald d'Etchemin shall be fifteen miles per hour;

8. The company shall have the right to charge a maximum rate of ten cents for each passenger, and shall sell tickets at the rate of four for twenty-five cents (0.25c.) for every passenger over twelve years of age; it shall also sell school children tickets in series of fifty (50) for a dollar and a half (\$1.50) to bona-fide school children under sixteen years of age on presentation of certificates establishing their status; children under twelve years of age and not in arms

shall pay five cents (.05) per trip or twenty-five cents (.25c.) for ten tickets. The company may charge an additional fare of ten cents (.10c.) or a second ticket for each passenger from any point in the city of Levis east of Bennett's hill and going westward, or vice-versa from passengers coming from any point in the city of Levis west of Bennett's hill and going beyond it towards the east to any point whatever. The company shall give, free of charge, the right to travel on its cars to the secretary-treasurer of the corporation and to members of the police force when the latter are on duty;

9. The corporation, or all owners of aqueducts now in existence or which may come into existence in future within its limits, may at any time by themselves, their officers or representatives, run underground pipes or conduits underneath the company's track for the purposes of the water-works or of public works; they may repair, renew and clean the same without being held liable for any damage or indemnity towards the company for stoppages in the running of its cars or interruption of traffic, providing such works be done without unnecessary delay and that the proprietors or their representatives exercise diligence so as not to hinder the running of the cars except in case of necessity and with the obligation to restore the track to the same condition in which it was previously;

10. The said company shall warrant and be surety towards the corporation and shall hold the latter harmless from all claims or prosecutions against it for damages caused to anybody through the fault or negligence of the company in its work of construction, maintenance or operation of the electric tramway;

11. The arrangements and agreements contained in the resolution firstly above mentioned, as amended and modified by the arrangements and agreements contained in the present resolution, shall be for a period of twenty-eight years;

12. The corporation undertakes to pass the following by-laws:

(a) A by-law prohibiting smoking and spitting on the company's cars; (b) a by-law prohibiting passengers on the company's cars from standing on the steps or any outer part of the cars, which constitutes a public danger; (c) a by-law prohibiting throwing or allowing snow to accumulate on the track and obstructing the track unnecessarily by allowing vehicles to remain thereon. The company itself shall have to take proceedings against any person who may contravene any of such by-laws.

13. The corporation undertakes, in so far as the municipal laws governing it will allow, to protect the company against any competition, except by water, causing it any prejudice, provided the company maintains its service and equipment in proper condition;

14. The company shall have the right to adopt a new system of cars worked by a single man and called "The new safety car";

15. The company shall have the right to run on its track, everywhere within the limits of the corporation, cars serving for the conveyance of baggage, express parcels and freight, provided no delay be caused to the passenger cars, and to build branches giving access to commercial and industrial establishments, and also to build, under the direction of the municipal council of the corporation, any sidings or other branches of any kind it may deem necessary for the effective service of the tramway. The company shall be bound to run a baggage car from the Levis ferry to the western terminus of St. Romuald at all periods of the year, at least twice a week;

16. The company shall have the right, whenever deemed advisable, to extend its track as far as the limits of the municipality nearest to Notre-Dame du Perpétuel Secours de Charny and to the Chaudière river; the same to be done under direction of the municipal council of the corporation;

An Additional passenger's fare may be exacted by the company for conveying passengers over this extension of the track, on which however the company does not bind itself to maintain a regular service;

17. If the corporation decides to have certain streets through which the tramway passes, paved with stone or other material, it may have the portion of such street comprised between the rails of the track paved at its own expense like the remainder of such street, and to that end it may raise the bed of the said streets between the rails to the level of such rails; and then the company shall be bound to provide for the maintenance of that portion of the streets between the rails in as good order and condition as the outside part maintained by the corporation;

18. If the corporation decides to change the level of a street through which the tramway runs, the company shall submit to such change, the cost whereof shall however be payable solely by the municipality. Nevertheless, if the corporation decides to lower the level of certain grades along the company's road, the company shall lower its track to the same level and pay its share of the cost of such work in proportion to the area of ground occupied by the electric track;

19. Whenever it is necessary to cut down or lop the branches of ornamental trees along the track to prevent danger of contact with the company's wires, such trees shall be cut down or their branches lopped off carefully by the company under the direction and superintendence of the municipal council of the corporation;

20. In consideration of the above, the company binds itself to reballast its road with stone and new ties and put it to the level wherever the same may be necessary, and to restore it in good working order so as to give full and reasonable satisfaction to the corporation.

21. A notarial contract shall be entered into between the company and the corporation regarding the arrangements and agreements made by them in accordance with this resolution, and the cost of such contract and of a copy for the corporation shall be at the charge of the company.

I certify that the foregoing is a true extract from the minute book of the municipal council whereof I am the secretary-treasurer.

(Signed) HENRI DUTIL,

*Sec.-treas., Municipal Corporation  
of the parish of St. Romuald  
d'Etchemin.*

True copy.

HENRI DUTIL,

*Sec.-Treas.,*

*M. C. St. R. d'Et.*

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## CHAP. 120

An Act respecting the British Canadian Insurance Company

[Assented to, 4th of March, 1919]

Preamble.

**W**HEREAS the British Canadian Insurance Company, already incorporated by letters-patent of the Province of Quebec dated the 1st of May, 1917, under the name of the "British Canadian Life and Accident Insurance Company," having its principal place of business in the city of Montreal, has presented a petition praying for the passing of an act as hereinafter set forth for the purpose of increasing its powers to enable it to effect