

stating that it is finished to the satisfaction of the Department of Public Works and Labour.

Bridge at
Pointe-au-
Gatineau.

14. The Government of the Province may also contribute a sum of not more than \$42,500.00, payable out of the Consolidated Revenue Fund of the province, in three equal annual payments, to aid in the construction of an iron bridge on the river Gatineau, opposite Pointe-à-Gatineau, on such conditions as the Lieutenant-Governor in Council may determine.

Cost.

The total cost of such bridge shall not exceed \$85,000.00.

Coming into
force.

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

CHAP. 9

An Act to provide for the construction and maintenance of an iron bridge, free to traffic, over the Richelieu river, between the towns of St. Johns and Iberville.

[Assented to 5th March, 1915]

Preamble.

WHEREAS, by the acts 1 George V (1st session) chapter 65, and 4 George V, chapter 2, the Government of the Province of Quebec and the towns of St. Johns and Iberville have been authorized to construct a bridge over the Richelieu river, between the two said towns; and

Whereas, owing to unforeseen reasons, it has been impossible to construct the said bridge under the above mentioned acts; and

Whereas the construction of the said bridge is absolutely necessary to connect the two banks of the Richelieu river, between the said towns of St. Johns and Iberville; and

Whereas by deed passed the 16th of November, 1914, before T. Brassard, notary, under the number 4175 of his minutes, the Government of the Province of Quebec, the town of St. Johns, the town of Iberville, and Messrs Laurin & Leitch have entered into a contract providing for the construction of the said bridge, in the manner and according to the conditions therein set forth, which contract is to form part of this act as schedule A; and

Whereas it has been agreed by the said contract that the same shall be subject to ratification by the Provincial Legislature at the present session; and

Whereas it is necessary to ratify the said contract, and to

grant to the municipalities interested certain additional powers, in order to ensure the construction of the said bridge, and its maintenance in the future;

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

1. The acts 1 George V (1st session), chapter 65, and 4 George V, chapter 2, are repealed. Acts repealed.

2. The contract signed by the Government of the Province of Quebec, the towns of St. Johns and Iberville, and Messrs Laurin & Leitch, before Telesphore Brassard, N. P., under the number 4175 of his minutes, on the 16th November, 1914, and reproduced as Schedule A to this act, as well as the Order in Council relating thereto, dated the 13th November, 1914, and reproduced as Schedule B to this act, are hereby declared legal and valid, and are ratified for all legal purposes. Contract and Order in Council declared valid, and ratified.

3. Notwithstanding any law to the contrary, the Government of the Province, or the corporations of the said towns of St. Johns and Iberville, may construct and maintain an iron bridge, free to traffic, on the Richelieu river, with all the necessary approaches, abutments and works, between the town of St. Johns and the town of Iberville, and acquire, by expropriation if necessary, all land required for that purpose. Government or towns of St. Johns and Iberville authorized to construct a bridge.

The work of construction shall be under the control of the Minister of Public Works and Labour. Control of work.

Any expropriation required for the purpose of this act shall be subject to the provisions of the Quebec Railway Act, *mutatis mutandis*. Expropriation subject to Quebec Ry. Act.

4. For the purpose of the construction of the said bridge and its approaches, abutments and works, the Government of the Province of Quebec is authorized to pay, out of the consolidated revenue fund, a sum of not more than \$98,000.00, according to the conditions and in the manner set forth in the said contract, on account of the price of said contract, to wit, \$175,000, besides the transfer made by the said towns of St. Johns and Iberville to the contractors of the remainder of the iron of the structure bought by said towns in 1910 from the Dravo Contracting Company. Government authorized to pay \$98,000.00.

5. The town of St. Johns is likewise authorized to, and must, contribute, for the same purpose, up to the sum of Towns of St. Johns and

Iberville authorized to contribute. \$16,666.67; and the town of Iberville is also authorized to, and must, contribute, for the same purpose, up to the sum of \$8,333.33, the whole payable as set forth in said contract.

Like author-
ization for
the appra-
ches. **6.** The town of St. Johns is likewise authorized to, and must, pay, for the approaches, cost of royalty, and other accessory works, a sum of not more than \$5,933.33; and the town of Iberville is also authorized to, and must, pay, for the same purpose, a sum of not more than \$2,966.67.

Town of St.
Johns author-
ized to pay
for expenses
already in-
curred. **7.** The town of St. Johns is further authorized to, and must, pay the sum of \$20,783.25 for expenses incurred by it for the putting into execution of the acts 1 George V (1st session), chapter 65, and 4 George V, chapter 2, and for the purchase of the structure acquired in 1910 from the Dravo Contracting Company; and the payments already made by the said town of St. Johns on the said sum of \$20,783.25 are hereby ratified.

Like au-
thorization
for town of
Iberville. **8.** The town of Iberville is likewise authorized to, and must, pay the sum of \$5,423.71 for expenses incurred by it for the putting into execution of the acts 1 George V (1st session), chapter 65, and 4 George V, chapter 2, and for the purchase of the structure acquired in 1910 from the Dravo Contracting Company; and the payments already made by the said town of Iberville on the said sum of \$5,423.71 are hereby ratified.

Authoriza-
tion to said
towns to
make loans
for above
purposes. **9.** In order to provide for the payment of their respective contributions, the councils of the towns of St. Johns and Iberville respectively are vested with all the necessary powers to pass loan by-laws and make loans, by the issue of bonds or debentures or otherwise, without other formality than the approval of such by-laws by the majority of the members constituting a quorum of such councils.

By-laws
repealed. By-law No. 121 of the town of St. Johns to authorize a loan of \$16,666.66 2-3, of date the 4th of July, 1910, and by-law No. 25 of the town of Iberville, of date the 28th June, 1910, to authorize a loan of \$8,333.33 1-3, are hereby repealed.

Borrowing
power given
in addition
to that given
by charters. The borrowing power granted by this act must be interpreted as authorizing one or more loans over and above the limit fixed by the respective charters of the said towns.

Bridge to
belong joint-
ly to the said
towns. **10.** The bridge, when completed, with its approaches and all its accessories, shall belong jointly to the two towns of St. Johns and Iberville, which shall provide for the maintenance thereof; and their rights and obligations, in-

cluding such maintenance, shall be divided between the two towns in the following proportion: two-thirds to the town of St. Johns and one-third to the town of Iberville.

11. The bridge shall be free and exempt from all tolls. Bridge to be free.

12. The towns of St. Johns and Iberville are authorized to adopt, by resolution of their councils, assembled in a joint meeting, all necessary by-laws to govern the maintenance and the free use of the said bridge, and to impose fines on those who infringe such by-laws. Towns may pass by-laws at joint meeting of their councils.

Such by-laws shall be subject to the approval of the Lieutenant-Governor in Council, and shall not come into force until eight days after their publication in the *Quebec Official Gazette*, and in two local papers of the district, one published in French, and the other in English. Coming into force of by-laws.

13. Every question in dispute between the towns of St. Johns and Iberville, relating to the maintenance, repairs to or regulation of the said bridge shall be decided, failing an agreement between them, by the engineer of the Department of Public Works and Labour of the Province, whose decision shall be final. Decision of disputes between towns.

14. The said towns shall be bound to maintain the said bridge according to the instructions they may receive from the Department of Public Works and Labour. Maintenance of bridge.

15. The Lieutenant-Governor in Council and the said towns of St. Johns and Iberville are authorized to make all contracts, bargains and agreements with the Federal Government and all other interested parties, in order to give effect to this act. Authorization to make contracts with Federal Government &c.

16. The said bridge shall be open to the public from the date of the publication in the *Quebec Official Gazette* and in two local newspapers of the district, one published in French and the other in English, of a notice to the effect that such bridge has been completed to the satisfaction of the Department of Public Works and Labour. Date of opening of bridge.

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

SCHEDULE A

BEFORE ME

TELESPHORE BRASSARD, the undersigned notary, residing and practising in the town of St. Johns, district of Iberville:

CAME AND APPEARED

1. THE GOVERNMENT OF THE PROVINCE OF QUEBEC, herein represented and acting through the HONORABLE L. A. TASCHEREAU, Minister of Public Works and Labour, under an Order in Council passed on the thirteenth of November, nineteen hundred and fourteen, and a copy whereof is hereunto annexed to form part of these presents;
2. LAURIN & LEITCH, a firm having its principal place of business in the city of Montreal, district of Montreal, composed of MESSRS JAMES LAURIN, W. C. LEITCH, both of the city of Westmount, in the said district, and of MR. TREFFLÉ BASTIEN, of the said city of Montreal, herein represented and acting through the said TREFFLÉ BASTIEN;
3. THE TOWN OF ST. JOHNS, herein represented and acting by its mayor, MR. LUC PAPINEAU, under a resolution of the council of the said town, passed at its session held on the sixteenth of November, nineteen hundred and fourteen, a copy whereof is hereunto annexed to form part of these presents;
4. THE TOWN OF IBERVILLE, herein represented and acting through its mayor, MR. PHILIBERT CONTANT, under a resolution of the council of the said town of Iberville, passed at its session held on the sixteenth of November, nineteen hundred and fourteen, a copy whereof is hereunto annexed to form part of these presents;

And the parties appearing agree as follows, to wit:

Whereas the Government of the Province of Quebec wishes to build a bridge free to traffic and exempt from tolls, over the Richelieu river, between the town of St. Johns and the town of Iberville;

The said firm of Laurin & Leitch binds itself to make and build entirely at its own expense, supplying its own work and industry, and also all materials, both raw and manufactured, and, in a word, everything that may be needed according to the requirements of the trade and the

opinion of the engineers Baulne and Mercier, and with all other legal securities, especially the guarantee set forth in articles 1688 and following of the Code of Civil Procedure of the Province of Quebec, to wit:

A steel bridge, with a floor of cement, or of cement and asphalt, (except the floor of the bascule bridges, which shall be in timber, British Columbia red pine, four inches thick), over the Richelieu river, with all the necessary piers, works and structures, from the east end of St. James street in the town of St. Johns, to the west end of Market street, in the town of Iberville, (at the very place where Messrs Lemoine & Fils have commenced work for the erection of a bridge) according to plans and specifications, the originals whereof, signed by the parties hereto, *ne varietur*, and left with Baulne & Mercier for reference, and copies whereof are hereunto annexed to form part of these presents, and according to tenders addressed to the Honorable L. A. Taschereau, Minister of Public Works and Labor, and Mr. L. A. Vallée, chief engineer of bridges of the Province, on the ninth of June, nineteen hundred and fourteen, and copies whereof are hereunto annexed to form part of these presents, and specially:

(A) With two Strauss Trunnion Bascules, one of which,

(aa) Over the Chambly canal, of the dimensions set forth in the said plans and specifications, and provided with an electric motor and all other machinery and accessories, and also with hand machinery required for the proper working of the said bascule; and the other,

(ab) Slightly to the east of the middle of the Richelieu river of the dimensions indicated on the plans and specifications, and provided with hand machinery alone, and the necessary accessories for working the said bascule; and

(B) With all the necessary pipe, (a pipe on either side) for containing throughout the whole length of the said bridge the electric wires required for lighting the said bridge; such pipes to be:

(ba) Carried down to the bottom of the river to cross the two bascule parts, and afterwards come up on the floor of the said bridge; and,

(bb) At each length of eighty feet to be intersected with reversed screw T—ready to receive the vertical pipes.

But inasmuch as the annexed plans and specifications prepared by the civil engineers Baulne & Mercier, who assume the responsibility for the said plan and specifications, neither show nor determine in a special manner the particular details of the construction of the supporting pier of the Strauss Trunnion Bascule, above secondly

mentioned—(ab)—it is specially agreed that the said firm of Laurin & Leitch shall undertake, among other things, to erect such portion of the structure, according to plans of details and location given by the said engineers Baulne & Mercier (who assume the responsibility therefor), after having had them approved by the government of Canada, previous to their acceptance by the Provincial Government, and according to the special instructions and to the satisfaction of the engineers of the Public Works Department of the Province of Quebec.

The said firm of Laurin & Leitch undertakes to begin the said bridge ten days from this date, and to continue the construction thereof in such a manner that it shall be completed to the satisfaction of the department of Public Works and Labour, not later than the first of March, nineteen hundred and sixteen; and the said firm of Laurin & Leitch so contracts this obligation under penalty of twenty-five dollars for every day following the first of March, nineteen hundred and sixteen, if the said bridge is not then finished to the satisfaction of the department of Public Works and Labour, and this so long as the said bridge shall not have been finished as aforesaid.

Such penalty shall be recoverable by all legal means, and payable to the Government of the Province of Quebec, without prejudice to any other claims which the Government of the Province of Quebec may have against the said firm of Laurin & Leitch in connection with the building of the said bridge.

The said firm of Laurin & Leitch shall not ask for any increase in price, either under pretext of change of plans and specifications or increase of price of labor or materials, nor for any other pretext or reason whatsoever; unless such changes or increase be authorized in writing, and such prices have been agreed upon between the parties.

Such bridge shall be built for the price of one hundred and seventy-five thousand dollars, (\$175,000 00), which shall be paid to the firm of Laurin & Leitch in monthly payments, at the rate of eighty per cent, (80%), of the value of the work done monthly by the said firm of Laurin & Leitch, to the satisfaction of the said Baulne & Mercier. But the monthly estimate to be given by the engineers shall not constitute a final acceptance of the work done, as regards the department of Public Works and Labour.

The aggregate of such payments of eighty per cent, (80%), shall not exceed one hundred and twenty-three thousand dollars (\$123,000 00). The payment of the balance of the said price of the building shall be subject

to the grants from the Ottawa Government, as hereinafter stipulated:

Out of the said price of one hundred and seventy-five thousand dollars.....	\$175,000.00	
The Government of the Province of Quebec undertakes to pay to the said firm of Laurin & Leitch thereof accepting, an amount of ninety-eight thousand dollars.....	\$98,000.00	
Out of the said price for the building of the bridge, the town of St. Johns undertakes to pay to the said firm of Laurin & Leitch thereof accepting, an amount of sixteen thousand six hundred and sixty-six dollars and sixty-seven cents	16,666.67	
Out of the said price for the building of the bridge, the town of Iberville undertakes to pay to the said firm of Laurin & Leitch, an amount of eight thousand, three hundred and thirty-three dollars and thirty-three cents.	8,333.33	
And the balance, or the sum of fifty-two thousand dollars, shall be payable out of the grants from the Government of Canada.....	52,000.00	
	<hr/>	
	\$175,000.00	\$175,000.00
	<hr/>	

Moreover, in consideration of the building of the said bridge by the said firm of Laurin & Leitch, the towns of St. Johns and Iberville transfer and make over to the said firm of Laurin & Leitch, thereof accepting, all that may remain of the iron structure purchased in the year nineteen hundred and ten by the towns of St. Johns and Iberville from the Dravo Contracting Company.

Such transfer is made by the towns of St. Johns and Iberville to the said firm of Laurin & Leitch without warranty as to the quality and quantity, and without any gua-

rantee whatsoever. The said Laurin & Leitch will remove such iron as soon as required.

The towns of St. Johns and Iberville undertake to pay,—two thirds by the town of St. Johns, and one-third by the town of Iberville,—all royalties for the said Strauss Trunnion Bascule system, the contractors being relieved from all charges payable to the Strauss company; this in addition to the sum of twenty-five thousand dollars, (\$25,000.00) which the towns have undertaken to pay as aforesaid.

The said towns further undertake to perform at their own expense, within the proportions above set forth, all other works for building the bridge which may be necessary, including approaches.

When once the bridge is finished as aforesaid, if the fifty-two thousand dollars (\$52,000.00), to be paid out of the grants from the Government of Canada, are not paid, the bridge shall remain the property of the said firm of Laurin & Leitch, so long as the said sum of fifty-two thousand dollars (\$52,000.00), has not been paid; but the firm of Laurin & Leitch shall be bound to open the said bridge to traffic, free and exempt from tolls, from the day that the Government of the Province of Quebec pays or undertakes to pay them interest, at the rate of five per cent (5%) per annum, on the said sum of fifty-two thousand dollars (\$52,000.00), so long as such interest shall be paid.

But as soon as the bridge shall have been opened to traffic as aforesaid, it shall fall under the supervision and maintenance of the towns of St. Johns and Iberville, which undertake the same and oblige themselves thereto, in the proportion hereinafter set forth.

It is further agreed between the parties hereto that Mr. L. A. Vallée, director of railways of the Province of Quebec, or his representative, shall have the right to superintend the work and construction of the said bridge, and inspect the materials to be used for it. And the said firm of Laurin & Leitch binds itself to comply strictly with all instructions from the said L. A. Vallée or his representative, in connection with the building of the bridge and the materials to enter into the same, and his decision in the matter shall be final and without appeal. The parties further agree that all difficulties that might arise between them as regards the interpretation of the present contract, or quality of materials, shall be referred to the said L. A. Vallée, or his representative, whose decision in the matter shall be final and without appeal.

When once the bridge is finished and fully paid for, it shall belong, in common, to the two towns of St. Johns and Iberville, who shall provide for its maintenance, in compliance with such instructions as they may receive from

the department of Public Works and Labour, to which they bind themselves by these presents, and their rights and responsibilities, including maintenance, shall be apportioned between them in the following proportion: two-thirds for the town of St. Johns, and one-third for the town of Iberville.

And such bridge shall be kept and maintained as a free bridge, exempt from tolls.

In this deed intervened Messrs François Lemoine and Louis Lemoine, both of the city of Montreal, contractors, carrying on business there under the firm name of Lemoine & Fils.

Which intervening parties renounce all rights and claims whatsoever they may have had or claim to have had, or which they have, or claim to have against the towns of St. Johns and Iberville, or against either of them under any contracts, deeds, judgments or documents whatsoever, or for any work, purchases and expenditures of materials, and for all disbursements, steps and measures, or for any other cause or reasons whatsoever, in connection with the building of a bridge over the Richelieu river, between the towns of St. Johns and Iberville, and specially the said Lemoine & Fils bind themselves to at once withdraw the suit for an amount of seventy-four thousand five hundred and sixty-one dollars and two cents, (\$74,561.02), which they have taken against the towns of St. Johns and Iberville, such suit bearing the number one hundred and twenty-eight (128) of the Superior Court of the District of Iberville, and all other suits they may have taken against the towns of St. Johns and Iberville, or against either of them.

The said François Lemoine and Louis Lemoine, and each of them, further undertake not to take any suit at law against the towns of St. Johns and Iberville, or against either of them, on account of any right of action prior to these presents, in connection with the building of a bridge over the Richelieu river between the towns of St. Johns and Iberville.

On their part, the towns of St. Johns and Iberville undertake to pay, the town of St. Johns for two-thirds and the town of Iberville for one third, all the taxable costs to date in the said suit number one hundred and twenty-eight (No. 128).

And the towns of St. Johns and Iberville, and each of them, of the one part, and the said François Lemoine and Louis Lemoine, and each of them, of the other part, give one another mutual quittance for all claims whatsoever in connection with the building of the bridge over the Richelieu river, between the towns of St. Johns and Iberville.

The present contract is subject to ratification by the Legislature at its next session, and until such ratification is enacted, the said towns of St. Johns and Iberville shall incur no responsibility whatever, in connection with the said bridge.

Whereof acte, under the number four thousand one hundred and seventy-five.

And, these presents being duly read, the Honorable L. A. Taschereau and the said Trefflé Bastien, for the said firm of Laurin and Leitch, signed in my presence, in the city of Quebec, on the thirteenth of November, nineteen hundred and fourteen.

The said Luc Papineau, for the said town of St. Johns, and the said Philibert Contant, for the said town of Iberville, signed in my presence, in the said town of St. Johns, on the sixteenth of November, nineteen hundred and fourteen.

The said François Lemoine and Louis Lemoine signed in my presence, in the said city of Montreal, on the sixteenth of November, nineteen hundred and fourteen.

Mr. S. A. Baulne, for the said Baulne & Mercier, signed in my presence in the said city of Montreal, on the sixteenth of November, nineteen hundred and fourteen.

And I signed at the same time as the said Luc Papineau and Philibert Contant, in the said town of St. Johns, on the said sixteenth of November, nineteen hundred and fourteen.

(Signed) L. A. TASCHEREAU,
“ TREFFLÉ BASTIEN,
“ FRs. LEMOINE,
“ LS. LEMOINE,
“ S. A. BAULNE,
“ L. PAPINEAU.
“ P. CONTANT,
“ T. BRASSARD, *N.P.*

True copy of the minutes remaining of record in my office.

(Signed) T. BRASSARD, *N. P.*

SCHEDULE B.

COPY OF A REPORT of a Committee of the Honorable the Executive Council, dated the 13th November, 1914, approved by the Lieutenant Governor on the 13th November, 1914.

Concerning the building of the St. Johns iron bridge, over the Richelieu river.

The Honorable the Minister of Public Works and Labor, in a memorandum dated the 13th November, 1914, recommends that he be authorized to sign a contract between the Government of the Province of Quebec, Messrs. Laurin and Leitch, the town of St. Johns and the town of Iberville, for the building of an iron bridge at St. Johns, over the Richelieu river, according to the annexed draft.

Certified,

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

C H A P . 1 0

An Act to provide for the abolition of toll-bridges in the city of Three Rivers.

[Assented to 5th March, 1915]

WHEREAS there are in the city of Three Rivers, over Preamble.
the river St. Maurice, two toll-bridges on which heavy tolls are charged, thereby constituting a hindrance to trade, industry, agriculture and free traffic in that part of the Province;

Whereas such bridges are the property of the city of Three Rivers, and, under the act 57 Victoria, chapter 59, the city issued debentures to the amount of \$26,000.00, with interest at five per cent per annum, payable on the 1st of May and of November in each year, and maturing on the first of May, 1929, with a sinking fund;

Whereas, under the act 1 Edward VII, chapter 44, the said city also issued debentures to the amount of \$125,000.00, redeemable in fifty years from the first of November, 1908, and maturing on the first of November, 1958,