

C H A P. 75

An Act to ratify certain by-laws of the parish of St. Laurent.

[Assented to 21st December, 1912]

WHEREAS the corporation of the parish of St. Laurent *Preamble.*

and the Franco-Belgian Investment Company, Limited, have by their petition prayed that certain by-laws in connection with an electric light system and an electric tramway system within the limits of the municipality of the parish of St. Laurent be ratified and confirmed, and have represented that it is in the interest and for the benefit of the said parish that such public services be established and operated;

Whereas the Franco-Belgian Investment Company, Limited, has transferred to the Montreal Tramways Company, the rights and obligations granted to it under by-law No. 21, and to the Montreal Public Service Corporation the rights and obligations granted to it under by-law No. 20; and whereas it is expedient to grant the prayer to that effect contained in the said petition;

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

1. Subject to any rights or powers previously granted by statute or contract to any person, company or corporation, ^{By-laws ratified.} by-laws Nos. 20 and 21 of the parish of Saint-Laurent in connection with the establishment and operation of systems of electric light and motive power, and of electric tramways, in the municipality of the parish of Saint Laurent and reproduced as schedules A and B, to this act, shall form part thereof and are ratified and confirmed according to their tenor and are declared legal, valid and binding but shall not apply to the town of Mount Royal.

2. The rights and obligations of the Franco-Belgian Investment Company, Limited, under by-law No. 21, are hereby ^{Transfer of certain rights.} transferred to the Montreal Tramways' Company, and those granted by by-law No. 20, are transferred to the Montreal Public Service Corporation.

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

SCHEDULE A.

PROVINCE OF QUEBEC

Municipality of the parish of Saint Laurent

No. 20

By-law for the supply of electric light and motive power to the parish of Saint Laurent.

At a regular meeting of the council of the parish of Saint Laurent, held in the town of Saint Laurent, at the place where the sittings of the council are usually held, on the twenty-fifth day of November, one thousand nine hundred and twelve, at which were present: Messrs. Napoléon Leduc, Laurent Jasmin, Firmin St-Aubin, and Placide Lecavalier, councillors, under the presidency of Mr. Urgèle St-Aubin, mayor of the said parish, the following by-law, bearing the No. 20 of the by-laws of the council of the said parish was unanimously adopted on motion of councillor Leduc, seconded by Councillor Firmin St-Aubin:

Whereas the company called "The Franco-Belgian Investment Company Limited", a body politic and corporate, having its principal place of business in the city of Montreal, asks for an exclusive municipal concession, for twenty-five years, for supplying electric light and motive power in the municipality of the parish of Saint Laurent;

Whereas, in view of the considerable development of the parish of Saint Laurent, it would be advantageous and useful both from an individual and from a public standpoint that it should provide itself with such light and motive power;

It is enacted and ordered by by-law as follows:

The municipal council of the parish of Saint Laurent, hereinafter called "the Council" grants by this by-law to the said Franco-Belgian Investment Company, Limited, hereinafter called the "Company"—which undertakes to supply electric light and power within the limits of the said parish, both for domestic needs and for public industrial needs—the rights, powers and privileges hereinafter set forth, to the exclusion of all persons, companies, or firms whatever, even to the exclusion of the municipality of the parish of Saint Laurent. Nothing in this by-law shall, however, have the effect of preventing any person, company or firm, from constructing apparatus for producing electric light and motive power for his own personal, domestic, industrial or other needs.

The company shall instal a system of electric light and motive power of a model and capacity sufficient to meet all the needs mentioned in this by-law according to plans and

specifications to be approved by the council's engineer, and it shall supply electric light and power in all the public roads, streets, highways or lanes now or which may hereafter be opened and particularly in the public roads now existing in the parish of Saint Laurent, namely: from the boundary of the village of Cartierville to the *Côte du Bois Franc* or Saint Louis, in the whole of the *Côte Saint Louis*, in the *Côte Saint François*, in the *Côte Notre Dame de Vertu*, in the *Côte de Liesse*, in the *Côte Saint Laurent*, in the *Côte Sainte Marguerite* and from the boundary of the town of Saint Laurent, in the road leading to the city of Montreal, or *Côte des Neiges* ward; such enumeration, however, not being limitative, provided that the corporation shall have a sixteen candle power lamp put up on every second pole at the price of \$10.00 per annum per lamp.

DURATION OF THE PRIVILEGE

Art. 1. The privileges so granted shall last for a period of twenty-five consecutive years, from the coming into force of this by-law, and the rights, powers and privileges hereby granted shall belong to the company's successors or assigns, and the latter shall be subject to the same obligations as their *auteurs*.

RIGHT OF REDEMPTION.

Art. 2. The corporation of the parish of Saint Laurent, nevertheless, reserves the option and right to purchase the plant of the said electric light and motive power system, by fulfilling all the formalities required by law and thereby put an end to the aforesaid privileges and by paying to the said company or its assigns the value of the said system as a going concern at the date of the purchase, to be established by experts, one of whom shall be appointed by the council, another by the company and the third by the Superior Court, if the parties cannot agree.

The corporation may exercise such right of redemption, at any time after fifteen years from the coming into force of this by-law, by paying to the company or its assigns a compensation of twenty per cent over and above the value of such plant established as aforesaid

EXECUTION OF THE WORKS.

Art. 3, Subject to the obligations imposed on the municipality to put up a sixteen-candle power lamp on every third pole, at the price of \$10.00 per lamp as above provided, the work of supplying light and motive power shall be commenced within thirty days following a requisition to that effect made

by the corporation to the company and it shall be finished within the shortest possible delay; but the company, shall, in any case, have the right to put up all transmission lines which it may deem expedient.

DISTRIBUTION OF LIGHT AND MOTIVE POWER.

Art. 4. Light shall be supplied by the said company for all needs whatsoever, except for lighting the streets and public places, continuously and without interruption and, for streets and public places, from sunset to a half-hour before sunrise every day of the year.

The company shall put up the additional lamps required by the council, within a delay of eight days.

The company shall, at its own expense, erect poles at the places indicated by the engineer of the council of the corporation within the limits of the municipality, even in the lanes, and put the necessary transmission wires and lamps on them, according to plans and specifications approved by the council and this without any additional charge.

The company shall also put up all additional lamps required by the council within eight days from the receipt of a notice ordering it to put up the said additional lamps.

The company shall replace the poles when necessary as well as all the plant required for producing and distributing electric light.

Everything connected with the installation, along and in the municipality of the parish of Saint Laurent, of the said electric light plant, such as wires, poles, lamps, reflectors, transformers, etc., in a word everything needed for producing and distributing electricity as aforesaid, shall be at the charge of the said company, its successors and assigns, and shall be kept in good order and condition at its cost and expense and without the corporation having anything whatever to pay.

The company shall keep everything connected with its light system in good working order; it shall replace when necessary all the plant required for producing and distributing electricity such as poles, meters, electric lamps broken, burned or blackened by use, as soon as notified to do so by the corporation inspector, within twenty-four hours and without any charge.

The corporation shall incur no responsibility in connection with the work done by the company for the installation of its light system within the limits of the municipality, and all disbursements, damages or indemnities resulting from accidents or from the works, during the existence of this privilege, shall be paid by the company, the intention of the parties being that the corporation shall be held harmless by the company from all responsibility of any kind.

The rates charged by the company shall not exceed the following tariff, namely:

Tariff for electric light in the streets from sunset to sunrise.

Incandescent 16 candle power lamps, per annum, ten dollars (\$10.00).

Incandescent lamps, 32 candle power, per annum, twenty dollars, (\$20.00).

Arc lamps per 1200 candle-power, \$90.00 per annum per lamp up to ten; \$85.00 per annum per lamp from ten to twenty; \$80.00 per annum per lamp from twenty to thirty; and \$75.00 per annum for every additional arc lamp,

PRIVATE LIGHTING.

Fifteen cents per kilowatt hour, with a discount of ten per cent on every monthly account under a yearly contract, and a discount of twenty-five per cent on each monthly account under a five year contract, and also a rent of twenty-five cents per month for the meter supplied by the company. Burnt out 16 candle-power lamps shall be replaced by the company.

MOTIVE POWER.

Ten cents per kilowatt hour, with a discount of ten per cent on every monthly account under a yearly contract, and twenty-five cents under a five year contract, and one dollar per month for rent of meter.

The consumer shall guarantee a minimum of \$20.00 per horse-power per annum for one to twenty horse-power, and of \$15.00 per horse-power per annum for each additional horse-power, the motor to be of a type accepted by the company.

As lamps become blackened by use and no longer give the same light, the company shall be obliged to replace them from time to time without charge, whenever they are so blackened or the corporation's inspector does not consider that they give proper light.

Each and every of such lamps shall be placed at the height approved by the council's engineer and provided with Regulation Reflector Types, and shall be attached to the poles with iron rods of the required length so that the lamps may be put at a suitable distance, the whole according to the opinion of the corporation's engineer.

Each and every of such lamps shall receive a current of 104 volts.

If one or more of the said lamps should be extinguished by the breaking of a wire or otherwise and should remain so

extinguished for one or more nights, a reduction proportionate to the time the same shall have remained so extinguished shall be granted to the corporation.

A current sufficient to procure the proper lighting power shall be maintained during all the hours specified for lighting and each arc lamp shall be provided with electrodes of the best quality and with clear glass globes of uniform thickness and suitable shape, to avoid the projection of rings, or rays of light, or shadows and all the lamps shall give a clear, steady light, without flickering or annoying hissing, every night during the existence of this contract.

All sums due the company for light by individuals or by the corporation, shall be paid at the company's office, during ordinary office hours and if, within fifteen days from the receipt of the company's account, a consumer neglects to pay what he owes, legal interest may be charged him or he shall lose the benefit of the discount allowed by the company for cash payments.

The corporation shall have the right to have the current tested by its engineer or another representative, as well as the measurement of the quantity of volts supplied to the lamps, and of the candle power of the lamps, the company to furnish all the appliances for such testing and, to that end, the said engineer or other representative of the corporation shall have access at all times to the lamps, conduits, apparatus, machinery and installation.

The corporation shall have the right to put fire alarm boxes on the company's poles, and, during the existence of the contract, the company shall charge nothing to the corporation therefor.

The company shall, on being requested, furnish sixteen-candle power incandescent lamps of ground glass, of the usual model, to replace burnt out lamps, but all other lamps or lamps broken through any outside cause, shall be furnished only at the consumer's expense.

Lamps of 16 or 32 candle-power used for lighting the streets shall, when burned out, be replaced by the company at its expense.

The company shall, at its own expense, maintain an efficient patrol system for the inspection of street lamps during the hours when they must be kept lighted so that every lamp which does not give a proper light shall at once be reported and put in good order or be at once replaced.

If, in the event of fire, it is deemed necessary by the employees of the corporation to cut or remove lines or wires which hamper them in their work at the fire, they shall have the right to cut or remove such lines or wires without the corporation becoming responsible for any expense or damage through such action, and it shall be the company's duty to

at once make such lines and wires harmless and to replace them as soon as the cause of their removal has ceased to exist, the whole without expense to the corporation, but no reduction shall be made for lamps extinguished through such occurrence.

No right or privilege to put up poles, wires, etc., other than those required for the carrying out of this by-law is granted to the company.

An authentic contract shall be executed between the council and the company as soon as this by-law comes into force in accordance with the clauses and conditions thereof and after the approval of the plans and specifications of the said plant to be submitted to the said council, which contract shall be signed on behalf of the council by the parties thereto authorized by resolution.

All expenses in connection with the construction and maintenance of the said plant shall be at the exclusive charge of the company, as the council does not want to incur any responsibility in connection with this.

Within a delay of eight days from the adoption of this by-law by the council and on pain of nullity *ipso facto* of this by-law, the company shall deposit with the council an accepted cheque to the order of the corporation of the parish of Saint Laurent, for an amount of ten thousand dollars (\$10,000.00) on which the company shall collect the interest from the corporation which the latter shall receive from the bank where the said deposit is made, this deposit of (\$10,000.00) ten thousand dollars shall be as guarantee for the beginning of the works mentioned in this by-law in accordance with the provisions thereof and shall be handed back to the company within thirty days following the beginning of the work, provided at least an equal amount has been spent by the company on the said works in the parish of Saint Laurent according to the estimate of the council's engineer.

The municipality shall unite with the company to ask the Legislature of the Province of Quebec to adopt during the present session of the said Legislature an amendment to the Model City Bill, declaring the present by-law valid and binding on the said city and the company shall pay the cost of such legislation and of the expenses entailed by it.

(Signed) URGELE ST-AUBIN, *Mayor*

" J. A. THÉORET, *Sec.-Treas.*

True copy of the original remaining in the archives of the parish of Saint Laurent, in the county of Jacques Cartier; this copy being delivered in the town of Saint Laurent, county of Jacques Cartier, this twenty-sixth day of the month of

November, the year of Our Lord, one thousand nine hundred and twelve.

J. A. THÉORET,
Secretary-Treasurer.

SCHEDULE B

PROVINCE OF QUEBEC

Municipality of the parish of St-Laurent

No. 21

By-law respecting the construction and operation of an electric railway in the parish of Saint Laurent, by the *Franco-Belgian Investment Company Limited*.

At a regular meeting of the council of the parish of Saint Laurent, held in the town of Saint Laurent where the sittings of the council are usually held, on the twenty-fifth day of November 1912, at which were present Messrs Napoléon Leduc, Laurent Jasmin, Firmin St-Aubin and Placide Lecavalier, councillors, under the presidency of Mr Urgel St-Aubin, mayor of the said parish, the following by-law, bearing the No. 21 of the by-laws of the council of the said parish, was adopted unanimously on motion of councillor Firmin St-Aubin, seconded by councillor Placide Lecavalier:

Whereas the Franco-Belgian Investment Company, Limited, a body politic and corporate having its principal place of business in the city of Montreal, asks for an exclusive municipal concession, for twenty-five years, for the construction and operation of an electric railway in the parish of Saint Laurent and whereas in view of the considerable development of the said parish, such means of transportation would be of great utility and advantage for its inhabitants.

It is therefore enacted and ordered by by-law as follows:

The municipal council of the parish of Saint Laurent, herein-after called "the council", grants by this by-law to the said Franco-Belgian Investment Company Limited, hereinafter called "the Company" its successors and assigns, all the rights, powers and privileges hereinafter mentioned to the exclusion of all other persons, companies or firms and to the exclusion of the municipality of the parish of Saint Laurent, its successors and assigns, for the construction and operation of a surface railway, or an elevated or suspension railway or an underground railway, at the company's choice, driven by electric power or by any other motive power than steam, within the limits of the said parish.

The privileges thus granted by this by-law shall be for a period of twenty-five consecutive years from the coming into force of this by-law.

The rights, powers and privileges granted by this by-law shall also belong to the company's successors or assigns and the latter shall be subject to the same obligations.

At the expiration of the said period of twenty-five years and of every subsequent period of five years, the municipality shall have the right, after a six month's notice to the company, during the twelve months immediately preceding the expiration of the said twenty-five years and also after a similar six months' notice and on the same conditions at the end of every subsequent year—to appropriate the said road to itself as well as the immovables and dependencies, the plant and cars belonging to the company and required for the operation of the said road, by paying the value thereof to be fixed by arbitrators and ten per cent above the estimate. The said arbitrators shall be appointed as follows: one by the municipality, one by the company and a third by a judge of the Superior Court sitting in and for the district of Montreal.

The company shall establish and maintain, on the conditions hereinafter set forth, a line of surface, elevated, suspended or underground railway for the conveyance of passengers, freight and mails in the parish of Saint-Laurent by means of cars or vehicles driven by electricity or any other motive power than steam.

No other franchise for a surface, elevated, suspension or underground railway in any street or public place of the parish of Saint-Laurent shall be granted during the existence of the present privilege.

The municipality hereby grants the company for such period of twenty-five years, exemption from taxes upon all moveable and immoveable property belonging to the company,

The municipality shall grant the said company all the rights, licenses and privileges which may be necessary to enable it to advantageously and efficiently use electric power or any other motive power than steam, so as to run its cars or vehicles in the said streets of the parish of Saint Laurent on a system successfully followed in other places, including the right to make excavations in the said streets for the purpose of putting up and maintaining poles bearing the wires conveying the electric power or other power than steam, but solely for the use of its cars or vehicles as aforesaid and for no other purpose; but the corporation shall not be bound to furnish any land, water or any other thing whatsoever.

All work required for the construction and establishment of railway lines, including the locating of the track and rails in the

said streets, shall be done with care and in a workmanlike manner under the superintendence of the council's engineer.

If it becomes necessary to cut the branches of trees, the same shall be done on the advice of the company by the employees of the corporation.

The width of the railway track shall be four feet eight inches and a half.

In making the railway track, the company shall be bound to conform to the level of the various streets in which such tracks may run, as indicated by the corporation engineer.

In laying such railway tracks, the company shall, after having made the excavations and laid the rails and other appliances required for such working of its road, under the immediate direction of the engineer of the municipality, immediately replace the macadam between the rails and between the tracks and to a width of eighteen inches outside the rails at the level of the said rails, and shall remove the remainder of the earth and other materials taken from the excavation. It shall also repair at its cost that portion of the street where it shall have made excavations for the purpose of locating its said tracks, so as to replace the whole in the same order in which it was when such excavations were made, and to that end, it shall use the materials which it may deem most advantageous, provided that such materials be of the same quality as those employed in paving the streets so excavated.

If, at any time after the company's rails have been laid, another level should be fixed in the streets where the company's rails are so laid, or if a new pavement is laid by the corporation, the company shall, at its own expense, have all the necessary work done to conform to such other level or paving.

The corporation shall have the right to take possession of and to use all the streets in which the company's rails are laid, or in any section thereof where necessary, either for the purpose of changing the level or for making or repairing sewers or for laying or repairing gas or water pipes, or for any other object within the jurisdiction and scope of the corporation, without the company having the right to claim any compensation or damages therefor; in such cases the rails shall be laid again by and at the expense of the corporation.

The cars or vehicles shall stop at crossings, but not opposite cross streets, except to avoid collisions or accidents.

The conductors and transfer agents must speak French and English and call out to the passengers in both languages the names of the streets along the line.

Every car shall be provided with a gong to prevent danger.

Every car or vehicle used by the company shall bear a number on the outside, and the route by which each car shall run shall be clearly indicated on the outside of each car.

The company shall not have the right to charge more than five

cents for conveying a passenger from one place to another within the limits of the parish of Saint-Laurent.

A passenger, on paying his fare, shall have the right to a transfer without extra charge, on each of the cars of the company for some other point where the routes meet or cross one another within the limits of the parish of Saint-Laurent, so as to allow such passenger to go without interruption from one point to another within the limits of the parish of Saint-Laurent.

Children on their parent's knees shall not pay.

The company shall also issue tickets at the rate of ten for twenty-five cents for school children, which tickets shall be valid within the parish of Saint-Laurent.

The cars shall run from six o'clock A.M. until midnight on all the lines. The company may extend the said service until six o'clock A. M. After midnight the company may charge ten cents for a fare.

The cars shall run throughout the year without interruption, provided they be not prevented by strikes, irresistible force or fortuitous events.

The cars shall be suitably heated and lighted.

The company shall be responsible for all damages caused to anybody, in connection with the building, maintenance, repair or operation of the said railway.

When the company shall commence its work in any street, it shall carry on the same with diligence, without interruption and to the entire satisfaction of the engineer of the municipality.

The company shall, within a delay of six months from the ratification of the present by-law by the Legislature of the Province of Quebec, submit to the council of the municipality of the parish of Saint Laurent, a plan showing the tracks it shall be obliged to lay in the streets and roads of the said parish, amongst others in St. Francois, Notre-Dame de Liesse, Bois Franc, and Notre-Dame de Vertu; and the necessary works for such purpose shall be begun within ten months from the adoption of the said plans, and shall be continued until completed without interruption, the said work to be completed within five years, otherwise the present by-law shall be null and void. If the company and the corporation cannot come to an agreement respecting such plan and the streets in which the company shall lay its tracks, the question shall be submitted to the Quebec Public Utilities Commission for decision.

The company shall see that its tracks are not covered with more than eight inches of snow and ice, and the municipality may, if it wishes, remove as it may deem advisable from one sidewalk to the other, the whole or part of the snow or ice in any street or part of a street where the cars run, including the snow falling from the roofs of houses or thrown or falling in the street, and that removed from the sidewalks and thrown into the street with

the corporation's consent, and the company shall be bound to pay one-third of the cost of such work.

The company shall have the right to use sweepers for removing the snow from its tracks in winter. Such sweepers may have wings.

The company shall have the right to run its cars or vehicles on the said railway tracks and on any of them in preference to any other vehicles, which shall, when meeting the company's cars or running in the same direction, leave the track clear for the latter, and they shall not, for any reason, obstruct or impede their running on the track.

If the company uses its railway track for the conveyance of freight, it shall in nowise impede for such purpose the running of its cars for passenger service.

The company shall not be compelled to lay its tracks in any other place than in the streets of the municipality of the parish of Saint Laurent, and this only when such streets shall have been levelled and opened to public traffic.

Fortuitousevents, accidents or other causes beyond the control of the parties, which might interfere with the operation of the company's cars or vehicles and with the service, shall not give raise to any recourse against the parties.

In the event of the company failing at any time to comply with any of the conditions or obligations imposed by this by-law, or infringing any of them, it shall be liable to a penalty not exceeding twenty-five dollars for each and every day during which it neglects to comply with or infringes any of the said conditions and obligations; and the penalty imposed by this clause shall be recoverable before the Circuit Court of Montreal or before the Superior Court, according to the amount, for and on behalf of the corporation.

Within a delay of eight days from the adoption of this by-law by the council, under pain of nullity of the present by-law *ipso facto*, the company shall deposit with the council an accepted cheque to the order of the corporation of the parish of Saint-Laurent for a sum of twenty thousand dollars which sum the corporation shall deposit in a chartered bank of this Province and shall deliver to the company, within thirty days following the beginning of the performance by the company of the works which it is obliged to do by the present by-law, provided that at least an equal amount has been expended by the company in work on the said tramway system in the parish of Saint-Laurent, according to the estimate of the council's engineer. The company shall collect from the corporation the interest which the latter may receive from the bank where such deposit is made. The said deposit shall be at the company's risk in the bank where it shall be so deposited.

The municipality shall unite with the company to ask the Legislature of the Province of Quebec, to adopt, during the pre-

sent session of the Legislature, an amendment to the Model City bill to have the present by-law declared valid and binding for the said Model City, and the company shall pay the cost of such legislation and the expenses entailed by it.

(Signed) URGELE ST-AUBIN, *Mayor*.

“ J. A. THÉORET, *Sec.-Treasurer*.

True copy of the original of these presents remaining in the archives of the parish of Saint-Laurent, in the county of Jacques Cartier, the present copy being delivered in the town of Saint-Laurent, county of Jacques-Cartier, this twenty-sixth day of the month of November in the year of Our Lord one thousand nine hundred and twelve.

J. A. THÉORET,
Sec.-Treasurer.

CHAP. 76

An Act to amend the charter of the village of Sault-au-Récollet.

[Assented to 21st December, 1912]

WHEREAS the corporation of the village of Sault-au-Récollet has represented, that its charter, the act 1 George V, (2nd session), chapter 73, does not meet all the requirements of the said municipality, and especially that it is important to grant it fuller powers, and, among others, the power to contract a loan for the purpose of completing its sewerage system, macadamizing the streets and making permanent sidewalks; Preamble.

And whereas doubts have arisen as to the validity of certain contracts relating to the acquiring of an aqueduct and of lands required for municipal purposes, more particularly because the purchase of this aqueduct has been made with moneys destined for the construction of such aqueduct, and in consequence of an agreement between the interested parties during the course of a law-suit between them, and because the purchase of the said lands was made and resolved upon without providing for the raising of the necessary funds to pay the purchase price;

And whereas it is expedient to ratify the said contracts for the above mentioned purposes, and to grant the prayer to that effect.