

C H A P. 47

An Act to ratify an agreement passed between the City of
Montreal and the Canadian Pacific Railway Company

[Assented to 9th March, 1906]

WHEREAS the City of Montreal and the Canadian Pacific Railway Company have, by their petition, represented that it is in the interest for the proper administration of their affairs that the agreement between the City of Montreal and the Canadian Pacific Railway Company, passed on the 30th of June, 1905, before R. A. Dunton, notary public, should be ratified, and whereas it is expedient to grant their prayer;

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

1. The agreement between the City of Montreal and the Canadian Pacific Railway Company of the 30th of June, 1905, passed before R. A. Dunton, notary, a copy whereof is annexed to this act as a Schedule, and all the conditions and stipulations therein set forth, are ratified and confirmed, and the contracting parties are authorized to fulfil the conditions thereof according to the terms and tenor thereof; and power is hereby granted to the parties to do all acts necessary for carrying out the said agreement or deed, in accordance with the intention of the contracting parties.

Certain agreement of 30th June, 1905, ratified.

2. Such agreement shall be continued and extended for a further period of ninety years making a total of at least ninety-nine years.

Agreement continued for term of years.

3. The said railway company shall be liable for all damages which may be caused to any person or property by reason of the closing of the said streets, ramp and portions of streets, or alterations in the levels thereof, and shall also indemnify and hold harmless the City against any suit instituted, judgment rendered or claim recognized as well founded against the City, including capital, interest and costs, as the case may be.

Liability of company under agreement for certain damages;

Such recourse of the injured proprietor may be exercised either against the company or against the City or jointly against both.

Recourse of proprietors.

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

Coming into force.

SCHEDULE

On this thirtieth day of June, one thousand nine hundred and five,

Before ROBERT A. DUNTON, the undersigned notary public for the Province of Quebec, residing and practising in the city of Montreal,

APPEARED:

THE CITY OF MONTREAL, a body politic and corporate, duly incorporated, having its head office in the city-hall, in the East ward of the city of Montreal, herein acting and represented by His Worship the Mayor of said city, Hormisdas Laporte, Esquire, merchant, and René Bauset, Esquire, assistant city clerk, duly authorized for the purposes hereof by a resolution of the council of said City, passed at a meeting thereof held on the eighth day of May last (1905)

Of the first part,

AND

THE CANADIAN PACIFIC RAILWAY COMPANY, a body politic and corporate, having its head office and principal place of business in the said city of Montreal, herein acting and represented by Sir Thomas G. Shaughnessy, Knight, the President, and Charles Drinkwater, the Secretary of said Company, duly authorized for the purposes hereof by the by-laws of the Company, hereinafter called the Railway Company,

Of the second part.

Which said parties declared as follows:

That the said Railway Company has made application to the said City to close certain streets in the vicinity of Viger Station Yard of said Railway Company in the St. James ward and St. Mary's ward, now Papineau ward;

That it is desirable and necessary that increased facilities for handling freight should be given to said Railway Company without further delay with due regard however for the interests of the City and interested proprietors;

That, as appears by the resolution of the council of the said City, passed at a meeting thereof held on the eighth day of May last (1905), hereinafter referred to, the special committee on this matter reported that it would be in the general interest that Barclay Street, Brock Street Ramp and certain portions of Commissioners, Wolfe, Montcalm and Beaudry Streets, as

shown on a plan dated the sixth of March last (1905) marked "A" hereinafter referred to, be closed;

That, by a resolution of the council of said City passed at a meeting thereof held on the eighth of May last (1905), adopting a report of the special committee anent the rights of the City and said Railway Company to close certain streets, and also a supplementary report of the same special committee dated the sixth of May last (1905), bearing on the same subject, it was resolved that Barclay Street, Brock Street Ramp and certain portions of Commissioners, Wolfe, Montcalm and Beaudry Streets hereinafter more fully described be closed, and that said Railway Company be allowed to lay and establish tracks thereon for the service of the Company, and that a lease for a period of nine years of said streets and portions of streets so closed be granted to said Railway Company; the whole subject to the charges and conditions set forth in said resolution of council and hereinafter set forth, a certified extract from the minutes of said meeting of council containing said resolution being hereto annexed, identified by the signatures of the parties hereto and the undersigned notary;

That, in pursuance of the said resolution and in order to give effect to the same, a by-law, being by-law No. 331, was passed, adopted and enacted by the council of said City at a meeting thereof held on the nineteenth day of June (1905) whereby it was ordained that the streets and portions of streets hereinafter described be discontinued and closed for use as public streets, a certified copy of which by-law is hereto annexed for reference, identified by the signatures of the parties hereto and the undersigned notary;

Wherefore these presents and I the said notary, witness:

1. That the said City of Montreal has consented and agreed and hereby consents and agrees that the following streets or portions of streets shall hereafter be discontinued and closed for use as public streets, namely:

(1) Barclay Street, extending from Commissioners Street to Notre Dame Street; bounded to the southeast by the north-western side of Commissioners Street; to the northeast by lots cadastral Nos. 4 and 5 of the St. Mary's ward; to the northwest by the southeastern side of Notre Dame Street; to the southwest by lots cadastral numbers 54 and 53 of the St. James ward.

(2) Brock Street Ramp, extending in a broken line in a southerly direction from Commissioners Street, at the foot of Beaudry Street (formerly Brock Street) to the lands of the Harbor of Montreal; bounded to the eastern end by the southeastern side of Commissioners Street, and on the remaining three sides by cadastral lot No. 1214 of the St. James ward.

(3) That portion of Commissioners Street, formerly known as Water Street, extending from the foot of the southeastern end of St. Timothy Street (formerly Jacques Cartier Street) to the southwestern side of Panet Street. The said portion of Commissioners Street is described with more precision as follows: Bounded to the western end by a line drawn from the southeastern corner of the portion of cadastral lot No. 18 of the St. James ward, owned by the Montreal Brewing Company, to the southwestern corner of the portion of lot cadastral number 19 acquired by the Canadian Pacific Railway Company from the Hon. Louis Forget by deed passed before E. H. Stuart, N. P., on the 30th December, 1902; to the northwest by the northwestern residue of cadastral lot No. 19, by cadastral lots Nos. 23 and 24, the end of Wolfe Street, (formerly Grant Street) by cadastral lots Nos. 29, 30, the end of Montcalm Street, cadastral lot No. 39, the end of Beaudry Street (formerly Brock Street), cadastral lot No. 53 of St. James ward, the end of Barclay Street, cadastral lots Nos. 4, 3, 12 and 13 of the St. Mary's ward; to the eastern end by the southwestern side of Panet Street; to the southeast by cadastral lot No. 1599 of the St. Mary's ward and by cadastral lots Nos. 1214 and 1 of the St. James ward.

(4) That portion of Wolfe Street, formerly known as Grant Street, extending in a northwesterly direction from Commissioners Street (formerly Water Street), a distance of about 80 feet; bounded to the southeast by the northwestern side of Commissioners Street; to the northeast by cadastral lot No. 29; to the northwest by an imaginary straight line starting from the division line between cadastral lots Nos. 28 and 29 of the St. James ward, running across the street to a point situate at the southeastern corner of that part of lot cadastral number 25 which belongs to the estate of the late C. T. Viau; to the southwest by a line running along the southwestern side of Wolfe Street, from the point above mentioned to Commissioners Street.

(5) That portion of Montcalm Street, extending in a northwesterly direction from Commissioners Street, a distance of about 214 feet; bounded to the southeast by the northwestern side of Commissioners Street; to the northeast by lots cadastral Nos. 39, 38 and 37 of the St. James ward; to the northwest by an imaginary straight line starting from the division line between cadastral lots Nos. 36 and 37 of the St. James ward and running across the street to a point situate a distance of about 129 feet from the southeastern side of Notre Dame Street; to the southwest by a line running along the southwestern side of Montcalm Street from the above mentioned point to Commissioners Street.

(6) That portion of Beaudry Street (formerly Brock Street), extending in a northwesterly direction from Commissioners Street, a distance of about 240 feet; bounded to the southeast by the northwestern side of Commissioners Street; to the northeast by cadastral lots Nos. 53, 52 and 51 of the St. James ward; to the northwest by an imaginary straight line starting from the division line between cadastral lots Nos. 51 and 50, running across the street to the division line between cadastral lots Nos. 43 and 42; to the southwest by cadastral lots Nos. 42, 41, 40 and 39 of the St. James ward.

(7) That Ramp extending in a southwesterly direction from Commissioners Street, opposite the southwestern part of lot cadastral No. 23 of the St. James ward, for a distance of about 110 feet; bounded to the northwest by the southeastern side of Commissioners Street, and on the remaining three sides by cadastral lot No. 1214 of the St. James ward.

The whole English measure, more or less, and in accordance with the accompanying plan prepared by John R. Barlow, City Surveyor, bearing date the 31st day of May, 1905, and deposited of record in his office, a blue print copy whereof is hereto annexed, identified by the signatures of the parties hereto and the undersigned notary. And the said streets, ramp and portions of streets being also shown on a certain plan, dated the sixth of March last (1905), marked "A", identified by the signatures of the parties hereto and the undersigned notary.

2. The said City, in consideration of the premises and further in consideration of the rental or sum of one dollar per annum, payable annually on the first of May in each year, doth hereby lease to said Railway Company thereof accepting, for the term of nine years, reckoned from the date hereof, the said streets and portions of streets hereinbefore described and closed, with right to said Railway Company to lay and establish tracks thereon for the use and service of the said Railway Company in the transaction of its business.

3. The said City has thus agreed to discontinue and close said streets or portions of streets and has leased the same to said Railway Company for the purposes aforesaid for the consideration and upon and subject to the following charges and conditions, which are of the essence of the present agreement without which the same would not have been made, and to the fulfilment of which the said Railway Company binds itself, namely:

(a) The said Railway Company shall be liable for all damages which may be caused to any person or property by reason of the closing of the said streets, ramp and portions of streets, or alterations in the levels thereof, and shall also indemnify and hold harmless the City against any suit instituted, judgment

rendered or claim recognized as well founded against the City, including capital, interest and costs, as the case may be.

(b) The said Railway Company shall grant gratuitously to the City a perpetual right of way over its property at the south of Notre Dame Street and in the vicinity of Viger Station for the purpose of allowing the laying of water-pipes and other pipes for municipal service, and more especially a 24 inch water main, intercepted on account of the building of Viger Station and Notre Dame Street bridge. The said Railway Company shall also pay to the said City, within ninety days from the ratification of these presents by the Legislature of Quebec, as hereinafter mentioned, the sum of fourteen thousand dollars representing the approximate cost of the re-connection of said 24 inch water main.

(c) All necessary alterations or changes in and to the present sewer and water systems in the streets, ramp and portions of streets closed shall be made by the said Railway Company at its cost and expense under the direction and supervision of the City Surveyor, the Superintendent of the Water Works Department or their assistants; a special inspector for these works shall be appointed by the City which will determine his salary, such salary to be paid by said Railway Company. Complete manholes with iron covers shall be placed along the system as indicated on the plans of such work, to be prepared by the City Surveyor and entirely executed by the Railway Company.

(d) The Railway Company shall establish a level crossing over its tracks from the base or foot of St. Timothy Street (formerly Jacques Cartier Street) to communicate with Commissioners Street. The said Railway Company shall also erect and maintain gates at each side of the crossing and shall constantly keep in charge a watchman to prevent accidents. This crossing is shown on a separate plan marked "B" hereto annexed, identified by the signatures of the parties hereto and the undersigned notary.

(e) The Railway Company shall construct and establish for pedestrians only a permanent descent or stairway from the upper level of Notre Dame Street, connecting with the lower level of Beaudry Street Tunnel; but the said Railway Company shall have the option to construct and establish in lieu thereof an overhead passage-way (passerelle), leading from Notre Dame Street to the wharves, at or near Beaudry Street, as per detailed plans hereunto annexed, marked "C", identified by the signatures of the parties hereto and the undersigned notary, and the whole nevertheless subject to the approval of the City Surveyor.

(f) The said Railway Company shall be held to acquire, and it hereby agrees and undertakes to acquire all the real estate

situate between Notre Dame (south side), Woodyard, Commissioners and Panet Streets (west side), conditionally however, that the owners thereof shall, within a period of two years from the first of May last (1905), agree to accept for the same the present municipal valuation as established by the assessment roll, with an addition thereto equal to twenty-five per cent. of said valuation. It is however understood and agreed that the building material shall remain the property of the vendors, subject to the following conditions:

(1) The vendors shall be held to demolish and remove the same as well as the contents of their buildings within sixty days from the date of the signing of the deed of sale of said immoveables, failing which said material and contents shall be the property of the said Railway Company.

(2) The said Railway Company shall have the right to retain possession of the building material by paying to the vendors thirty per cent. in lieu of twenty-five per cent. as stipulated above.

(3) In the event of the vendors refusing said offer of thirty per cent. as above, said building material shall remain the property of the said vendors, but in said case the said vendors shall only have the right to remove said building material upon their receiving due notice so to do from the Railway Company, and, in the event of said building material not being removed by the vendors within sixty days from the date of their receiving said notice, the same shall remain the property of the Railway Company.

(4) The demolition of the buildings by the vendors shall be made at their expense, risk and peril, and they shall be held responsible for all damages which may arise, directly or indirectly, in connection with said demolition either to person or property.

(g) In order to make of that part of Notre Dame Street (south side) between the eastern end of Lacroix Street bridge and Panet Street a public walk, the Railway Company, when they shall erect a revetment wall along said south side of Notre Dame Street, shall be held to establish on the outer edge of said revetment wall an iron railing sufficiently high to prevent pedestrians from falling over, as per detailed plan hereunto annexed, marked "D," identified by the signatures of the parties hereto and the undersigned notary, and the same to be subject to the approval of the City Surveyor.

After the acquisition by the Railway Company of any of the properties fronting on Notre Dame Street, should the said Railway Company then decide to demolish the buildings thereon erected, immediately after such demolition the Railway Company shall construct an iron railing in accordance with

plan "D" hereto annexed, along the front of the properties upon which the buildings have been demolished. Until the buildings have been demolished the Railway Company agrees to keep them in good condition and tenantable.

(h) It is further agreed between the parties hereto that said Railway Company shall open to traffic, within ninety days from the authorization or ratification by the Legislature hereinafter referred to, St. Hubert Street, in St. Denis ward, Montreal, at the point where the said street is crossed by the said Railway Company's tracks, and gates shall be erected and maintained by the Railway Company, and a watchman shall be stationed by the said Railway Company at such crossing in order to prevent accidents. And the said City, in consideration thereof, binds itself to close Carrière street at its junction with the Railway Company's tracks, and, in order that traffic on Carrière street be not interfered with, the Railway Company shall acquire within the above mentioned delay of ninety days the following described real estates situated in St. Denis ward, viz:

1. The southern part or portion of the lots of land known and designated upon the official plan and in the book of reference of the incorporated village of "La Côte St. Louis," in the county of Hochelaga, as official subdivisions numbers one hundred and twenty-three (123); one hundred and twenty-four (124); one hundred and fifty-four (154); one hundred and fifty-five (155); one hundred and eighty-six (186); one hundred and eighty-seven (187) and two hundred and fifteen (215) of the original official lot number seven (7), 7-123, 7-124, 7-154, 7-155, 7-186, 7-187 and 7-215.

2. The lot of land known and distinguished upon the official plan and in the book of reference of the said incorporated village of "La Côte St. Louis," in the county of Hochelaga, as official subdivision lot number two (2) of the original official lot number six (6-2). The said Railway Company shall cede, gratuitously and unconditionally, the above described official subdivision lot or portions of said subdivision lots to the City in order that a street may be opened along the north side of the company's tracks from St. Hubert street to Carrière street aforesaid; and the street thus opened shall be graded and macadamized by the Canadian Pacific Railway Company at their expense and to the satisfaction of the City Surveyor.

(i) The said Railway Company shall pay the cost of the removal of the hydrants and water mains, pipes and posts for electric lights and electric wires, situated within the limits of all streets and portions of streets to be closed under the present agreement; but it is understood that all hydrants, manholes, gullies, curbstones, pavements, sidewalks, pipes, drains and other material on the streets or parts of streets to be closed

shall remain the property of the City of Montreal, in whole or in part, even after the removal of same by the said Railway Company.

(j) It is further agreed that the said Railway Company shall cede gratuitously to the City the portions of the south wall and the land on which said wall is built, included within the limits of the land required for the widening of the Longueuil Ferry Street, and said Railway Company agrees to execute separate and specific deed of cession of said portion of retained wall and land to the said City at any time on demand.

(k) Although the lease of said streets and portions of streets hereinbefore closed, from the City to said Railway Company is hereinbefore specified to be for the term of nine years, it is the intention of the parties hereto that the same shall be continued or extended for a further period of ninety years, making the total period of lease ninety-nine years, provided the Legislature of the Province of Quebec will ratify the present agreement, and grant to said City the necessary authority to extend the said lease for said period of ninety-nine years; and it is agreed and understood that said City and said Railway Company shall apply jointly to the Legislature of the Province of Quebec for an act ratifying and confirming the present agreement and granting authority to the City to extend the term of the lease of said streets and portions of streets hereinbefore mentioned to said period of ninety-nine years.

(l) The said Railway Company shall pay the cost of these presents and of a copy for said City.

(m) It is expressly stipulated that nothing contained in the present agreement shall affect or shall be construed as derogating in any way from the rights existing in favor of said City with regard to said Railway Company, which shall continue in full force as if the present agreement had not been executed.

These presents have been thus entered into on the part of the City of Montreal under the authority and in pursuance of the said resolution of the council of said City passed at a meeting thereof held on the eighth of May last (1905), hereinbefore referred to as annexed, identified by the signatures of the parties hereto and the undersigned notary, and also in pursuance and under the authority of said by-law No. 331, also hereinbefore referred to as being annexed hereto, identified by the signatures of the parties hereto and the undersigned notary.

DONE AND PASSED, at the said City of Montreal, on the day and year herein first written under the number twenty-three thousand eight hundred and eighteen of the original minutes of said Mtre Dunton and, after due reading hereof, the said

parties hereto have hereto set their hands and signatures, and the said René Bauset, assistant city clerk, has hereto annexed the corporate seal of the City of Montreal, the whole in the presence of said notary who has also signed.

!(Signed) THE CANADIAN PACIFIC RAILWAY COMPANY.

“ T. G. SHAUGHNESSY, *President*.

“ C. DRINKWATER, *Secretary*.

“ H. LAPORTE, *Mayor*.

[L.S.] “ RENE BAUSET, *Asst. City Clerk*.

“ R. A. DUNTON, *N. P.*

A true copy of the original hereof remaining of record in my office.

R. A. DUNTON.

CHAP. 48

An Act to amend the charter of the city of St Hyacinthe

[Assented to 9th March, 1906]

Preamble.

WHEREAS the city of St. Hyacinthe has represented that it is in the interest of the proper administration of that city that certain amendments be made to its charter, the act 51-52 Victoria, chapter 83, and the various acts amending the same, and whereas it is expedient to grant the prayer of 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:

51-52 V., c.
83, art. 14,
replaced.

1. Article 14 of the act 51-52 Victoria, chapter 83, as amended by section 3 of the act 54 Victoria, chapter 80, and replaced by section 8 of the act 58 Victoria, chapter 52, is again replaced by the following:

Where elect-
ors to vote.

“14. Electors shall not vote except at the poll of the ward in which they are qualified as such.