

## CHAP. 68

## An Act to incorporate the Levis County Railway

[Assented to 9th March, 1906]

Preamble.

**W**HEREAS a petition has been presented by John Forman, merchant, Thomas B. Macaulay, insurance manager, Samuel Hamilton Ewing, merchant, all of the city of Montreal; Rodolphe Audette, of the city of Quebec, merchant, and J. Cleophas Blouin of the town of Levis, manufacturer, praying for the passing of an act to incorporate the Levis County Railway 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:

Persons incorporated.

**1.** John Forman, merchant, Thomas B. Macaulay, insurance manager, Samuel Hamilton Ewing, merchant, all of the city of Montreal; Rodolphe Audette, of the city of Quebec, merchant, and J. Cleophas Blouin, of the town of Levis, manufacturer, and all persons who shall become shareholders in the company hereby incorporated, are hereby constituted a corporation under the name of "The Levis County Railway," hereinafter called "the company."

Name.

Head office.

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

First directors and quorum thereof.

**3.** The said John Forman, Thomas B. Macaulay, Samuel H. Ewing, Rodolphe Audette and J. Cleophas Blouin shall be the first directors of the company, of whom a majority shall form a quorum.

Future directors. Paid directors.

The future directors shall not be less than five nor more than seven in number, as may be determined by by-law. One or more of such directors may be paid salaries.

Capital stock. Shares.

**4.** The capital stock of the company shall consist of the sum of one million dollars, divided into five thousand shares of one hundred dollars each, non-cumulative preferred stock, upon which a dividend not exceeding five per cent. per annum may be paid by the company, and five thousand shares of one hundred dollars each of common stock.

When annual meeting to take place.

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

**5.** The company may acquire, hold, operate and run the railway built by the Levis County Railway Company as the same now exists, and as operated, by means of electricity, in the town of Levis, the parish of St. Romuald, the municipality of Bienville and the village of Lauzon, together with the elevator and all the property, real and personal, assets, privileges and franchises, both those derived from the charter of the Levis County Railway Company and those granted by municipal or other corporations or persons, heretofore belonging to and enjoyed by the said Levis County Railway Company. The motive power may be changed with the consent of the municipalities interested and of the Turnpike Road Trustees.

Power to acquire, &c., certain line of railway.

Nevertheless the agreements and covenants entered into between the corporation of the town of Levis and the Levis County Railway Company and set forth in the resolution of the said corporation dated the 20th March, 1902, annexed as schedule A to the act 2 Edward VII, chapter 61, which agreements and covenants are hereby declared null and void to all intents and purposes, shall be replaced by the agreements and covenants contained in the resolution of the said corporation dated the 19th February, 1906, annexed to this act as Schedule A, and the said agreements and covenants are hereby declared valid.

Certain agreements with town of Levis of the 20th March, 1902, declared null.

Agreements of 19th February, 1906, ratified.

And, except as the same are modified by the terms of the covenants and agreements between the Village of Lauzon and the said company hereto annexed as Schedule B, and between the Village of Bienville and the said company, hereto annexed as Schedule C, as amended, which covenants are hereby ratified and confirmed.

Agreements with villages of Lauzon and Bienville ratified.

**6.** 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 the various parishes of the counties of Levis, Bellechasse and Beauce, with the consent of the municipalities as regards the location of the said railway; which municipal authorities are hereby authorized to give such consent and to exempt by resolution the company from taxation on its existing railway and property or any extension of the railway or property hereafter acquired for such period of time not exceeding twenty-five 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 the roads under the control of the South Shore Turnpike Road Trustees, the company shall make and it is authorized to make arrangements with the said trustees for the location, construction and right of way of the railway, as well as for the maintenance of the roads on which the said road is or shall be built, without prejudice to the rights of the

Power to extend railway with consent of certain municipalities, &c.

municipalities if they have any. The company may build and operate branches, not exceeding fifteen miles in length, for facilitating the operation of the main line.

Power to amalgamate.

**7.** The company may amalgamate with any other railway company whose lines may be crossed by the company's railway or branches with which it may join or unite.

Power to enter into certain agreements with other railway companies.

**8.** The company is authorized to enter into arrangements with other railway companies:

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

2. For acquiring branch lines;

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

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

The whole with the restrictions aforesaid as regards motive power.

Power to transfer rights, &c., to other companies, &c.;

**9.** The company is further authorized to make arrangements with any other railway, electric or transportation company, for transferring its powers 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 at an annual general meeting or at a special meeting called for the purpose. The company may purchase shares in any electric power company.

To acquire, &c., shares, in electric power company.

Issue of bonds, &c.

**10.** The first directors of the company may issue bonds or debentures to an amount not exceeding five hundred thousand dollars, bearing interest not exceeding five per cent. and repayable at such time as the directors may decide, provided that no bond shall be issued for a sum less than one hundred dollars.

Proviso.

Power to issue stock in payment of price of Levis County Railway, &c.

**11.** The directors 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 a portion of such stock and such portion of the mortgage bonds provided for in section 10, as may be necessary, in payment of the purchase price of the Levis County Railway, its rolling stock, equipment, the elevator, property real and personal, tools, plant, machinery, assets, privileges and franchises of the

Levis County Railway Company or in payment of any such property which the company is authorized to acquire. The directors may further allot and hand over such shares in payment of the right of way, plant, rolling stock, electric equipment, material of all kinds and the services of contractors and employees and in payment of any claim for compensation for services rendered to the company by any person, director or shareholder of the company; and such issues and allotments of stock shall be binding on the company and such stock shall not be assessable for calls.

**12.** Notwithstanding any provision 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 of the projected railway, may subscribe for shares in the capital stock or give free grants of money to the company either for facilitating the preliminary works or for aiding the construction of the railway or for giving it lands, granting it exemption from taxation and other advantages; and the councils of such various municipalities shall be authorized to make such arrangements with the company as they may deem advantageous for facilitating and securing the construction of the road. Municipalities authorized to take stock and make grants to railway.

**13.** All deeds and transfers of property to the company for the purposes set forth in this act shall be executed, in so far as circumstances may permit, at the discretion of the company, either in the notarial form or in any other form of like tenor. Form of deeds of transfer to company.

**14.** The company shall pay to the registrar a fee of fifty cents for each registration. Fee on registration.

**15.** Such registration shall be deemed valid in law, and shall, as regards the right of ownership, servitude, hypothec, and other real rights, have the same effect as registration prescribed by the Civil Code. Effect of registration.

**16.** The company and the South Shore Turnpike Trust are authorized to alter and vary, by mutual agreement, the terms of the contract entered into between the Levis County Railway Company and the South Shore Turnpike Trust, on the 6th November, 1902, and to make new arrangements on the expiration of the said contract. Agreement of Nov. 6th, 1902, may be varied and new arrangements made.

**17.** The extension of the railway herein authorized shall be completed within six years from the coming into force of this act, otherwise the right of construction thereof shall cease. Time for completion of extension of road.

Power to build, &c., elevators,

**18.** 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, and to establish, from time to time, tariffs of tolls for the use of such elevator.

Power to transfer by deed all property to trustees as security for issue of bonds, &c.

**19.** To secure the due payment of the bonds or debentures which the company may at any time issue, the company, by resolution of the directors, may create such mortgages, charges and encumbrances upon the whole of such property, assets, rents and revenues, present or future, or both, as are described in the deed 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 and interest of the bonds and debentures so to be issued, to a trustee or trustees, all or any of its property, assets, franchises, privileges, rents, 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 bondholders, 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.

Deed need not be registered.

It shall not be necessary, in order to preserve the priority, lien, mortgage, charge or privilege purporting to appertain to or to be created by any bond 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.

Deposit thereof in office of Provincial Secretary.

Mortgages, &c. to be valid although not registered.

The mortgage, 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 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.

**20.** The directors named in the present act may purchase from John Forman and Ernest A. Macnutt, the present owners of the Levis County Railway, the said railway and all the property, assets, privileges and franchises purchased by the said John Forman by virtue of the said sale to him made by the sheriff of the district of Quebec, on 19th June, 1905, and such purchase may be made to relate back to the 19th June, 1905, and to include all the rents, revenues and profits received and realized since that date, and the assumption of all obligations, debts and charges incurred or assumed since such date, the whole upon such terms and conditions, for such price and payable in such manner as the said directors shall deem most expedient, and the said purchase shall be valid and binding upon the company and upon the vendors, notwithstanding that any or all of the said directors may have an interest in the property so purchased by the company; and when such purchase shall have been completed, the said Levis County Railway shall at once become vested with all the rights and privileges heretofore enjoyed by the Levis County Railway Company, except as the same may have been herein expressly modified.

**21.** The company is authorized to enter into an agreement with the Quebec Bridge Company for the purpose of extending its railway as far as the said bridge and upon the same when it shall be built, as 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 and Power Company, after having entered into an agreement with the said Quebec Railway, Light and Power Company; and the said company is authorized to enter into such arrangements with the said Quebec Bridge Company and the Quebec Railway, Light and Power Company as the respective boards of directors of the said companies may agree upon; but it shall not be lawful for the said company to run its cars into and to run upon the streets of the city of Quebec without the consent of the Quebec Railway, Light and Power Company and that of the city of Quebec.

**22.** Notwithstanding anything in this act contained, in default of the company and the respective municipalities of Levis, Bienville and Lauzon mutually agreeing to renew and extend, at or before the expiration of twenty years from the coming into force of this act, the terms and conditions contained in the resolutions set forth in schedule A, B, and C respectively; the company shall have the right to continue to operate and main-

tain its system in each of said municipalities as if they were operating the same without agreement with that municipality.

Coming into  
force.

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

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## SCHEDULE A

At an ordinary sitting of the council of the town of Levis held at the ordinary place of meeting in the town hall in the town of Levis, on Monday, the nineteenth day of February, one thousand nine hundred and six, at which were present councillors Joseph Fortin, Ls. Bégin, Eusèbe Belleau, Arch. Carrier, Nap. Lainé, Joseph Gosselin, Elz. Veilleux, J. E. Mercier and Almanzor Lamontagne, all members of the said council, and constituting a majority thereof, under the presidency of councillor Eus. Belleau

It was moved by councillor Joseph Fortin, seconded by councillor Ls. Bégin, and

*Resolved:*—That, in view of the agreement entered into between the town of Levis and the representatives of the Levis County Railway, it be resolved and enacted that the town of Levis and the said company are and shall be mutually bound, one towards the other, as soon as the agreements and covenants contained in the present resolution shall have been adopted and ratified by the Legislature of this Province, as follows:

1. The town of Levis hereby grants to the said Levis County Railway, its successors and assigns, the right to build, operate and maintain, in an efficient manner, a system of electric railway, within the limits of the town of Levis, according to the terms and conditions hereinafter set forth in the present resolution.

2. The company undertakes to operate and maintain an electric railway in good order, as well as the elevator now in operation, as actually located and constructed, with the exception of such changes and modifications as may be hereafter made with the mutual consent of the parties.

3. The company shall also, before the first of July, one thousand nine hundred and six, move four to five feet back from the street that portion of the foundation wall of the building to be used for the elevator at the foot of Labadie Hill in accordance with a plan to be supplied by the council.

4. The construction of the said electric railway and of all the accessories required for its operation, as well as its equipment shall be first class.

5. In future, the poles used and to be used for the electric wires shall be put under the control of the mayor.

6. Should the company decide to extend its network of electric railway in the streets, roads and public places of the town, it shall previously obtain authorization therefor from the council of the town of Levis.

7. The company undertakes to stop its cars at every railway crossing and not to unnecessarily impede ordinary traffic when the cars stop at the intersection of the streets or elsewhere.

8. The company undertakes to charge a minimum rate of five cents for each passenger, and to sell tickets at the rate of six for twenty-five cents within the limits of the town; but it shall have the right to charge five cents additional to passengers coming from the eastern part of the town and going beyond the foot of Bennett's Hill, or *vice versa* to those coming into that portion of the town to the west of the foot of the said Bennett's Hill and going beyond it in an easterly direction.

9. The passenger cars shall run at intervals of fifteen minutes from six o'clock in the morning to eight o'clock at night for the eastern portion of the town, from the Quebec and Levis ferry and for Notre Dame Ward, and of thirty minutes during the same time for the western part of the town, starting from the said ferry; the cars shall run every thirty minutes in all parts of the town between eight and ten o'clock at night, and every hour from ten o'clock to midnight.

10. The company shall establish at least two suitable waiting rooms in the busiest and most populous parts of the town.

11. The company shall, under the direction of the council, at all seasons of the year, maintain that portion of the road between the rails of its tracks; but, in winter, the town shall undertake at its expense to maintain the roads beside the track and to remove the snow at such places where such removal shall be found necessary in the said roads and streets through which the company's tracks run, and the latter shall be bound to pay and reimburse to the town of Levis, one-third of the cost of such work. The company further undertakes to assist in the work of removing the snow, either with its ploughs, the wings of its ploughs or cars or with its sweepers.

12. Should the council of the town of Levis decide to pave, in stone or otherwise, any street or road in which the track runs, it may pave the portion of the said street between the rails as the remainder of the street at its own expense, and may raise the bed of the said road between the rails to the level of the top of the rails, and the said company shall thereafter be bound to keep that portion situate between the rails in as good order as the remainder of the road.

13. Whenever the town shall change the level of a street through which the company's tracks run, the latter, at the request of the mayor, shall conform to such change, and the corporation shall pay the cost incurred.

14. If, at any time, it shall become necessary for the town to have excavations made in the streets through which the tracks run, for repairing, renewing, or laying water-works, pipes or sewerage or drainage pipes, or for the purpose of ascertaining any defects therein, or for thawing the water in the said pipes, and should any disturbance or interruption of traffic arise therefrom for the said company, the latter shall not have recourse in damages against the town in that respect, provided the said work be done and executed with all due diligence and rapidity.

If, in the case of fire, the corporation is obliged to interrupt the running of the company's cars, the latter shall have no recourse against the town in that respect.

15. Whenever it shall be necessary to cut any ornamental trees along the tracks of the said road where there might be danger of their coming in contact with the company's wires, such trees shall be carefully cut by the company under the direction and superintendence of the council or of its employees duly authorized for the purpose.

16. The speed of the cars shall not exceed fifteen miles an hour.

17. The company shall give a direct service between the upper and lower town from the ferry landing place in Lauzon ward to the end of its network in Notre Dame ward, when the council shall have granted the company the right to construct a "Y" on on Laurier Avenue under the direction of the council, and the right to build a siding at the foot of Fraser's street or hill at its intersection with Commercial street.

18. The company shall convey, free of charge, upon its cars, the policemen of the town, in uniform or on duty, as well as the employees of its office in the town hall, and the superintendents of works and roads and departments, whenever they shall be performing their duties; but they must then comply with the company's regulations.

19. The said company shall become surety towards the town of Levis and hold it harmless for any damages which the latter might be condemned to pay in consequence of the construction and operation of the said railway within the limits of the town.

20. The company undertakes to employ for the construction and operation of the said road, in so far as possible, qualified persons residing in Levis and paying taxes therein, in preference to outsiders.

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 five per cent. as the result of the operations of its network in the said town, the company shall then be alone bound to pay the whole cost of keeping in order the streets and roads through which the said railway runs.

22. It is understood that the franchise and privileges hereby granted shall become null and void in the event of the insolvency, bankruptcy or sale by authority of justice of the property, rights and privileges of the said company or by the revocation of its charter.

23. The town further hereby grants to the company by these presents:

a. The franchise of the toll-gate on St. Lawrence street in St. Lawrence ward;

b. An exemption from all taxes for a period of twenty years, with the exception, however, of the water tax.

24. The agreements and covenants contained in the resolution of the council of the twentieth of March, nineteen hundred and two, and inserted in schedule "A" of the act 2 Edward VII, chapter 61, are hereby repealed and replaced by those contained in the present resolution, inserted in schedule "A" of this act.

25. When the company shall refuse, or shall have failed to accomplish or execute any of the obligations above set forth, except in the case of irresistible force or strikes, it shall pay to the town of Levis, as liquidated damages, for every day it shall be so in default, the sum of ten dollars, recoverable by an action for debt.

26. The agreements and covenants contained in the present resolution shall be for a period of twenty years from the coming into force thereof, unless they be cancelled for the causes and reasons above set forth. Nevertheless the parties may always, by mutual consent put an end to the agreements contained in the present resolution.

27. The present resolution shall be valid only when it shall have been adopted and ratified by the Legislature of this Province at its present session.

## SCHEDULE B

EXTRACT from the minute-book of the municipal council of the village of Lauzon

Province of Quebec,  
Municipality of the Village of Lauzon }

At a special sitting of the municipal council of the village of Lauzon, continued by adjournment from the sitting of the nineteenth instant, duly convened and held at the place and at the hour at which its meetings are usually held, on Wednesday, the twenty-first day of February, one thousand nine hundred and six, in accordance with the provisions of the Municipal Code of the Province of Quebec, and at which were present: Alexandre Guay, esquire, mayor, and Messrs, Achille Bernier, Barthélemi Becker, Phillippe Lemelin, Casimir Bourrassa, François Xavier Couillard and Pierre Lemieux, councillors, it was ordered and enacted by resolution of the council, as follows:

Proposed by Mr. Philippe Lemelin, seconded by Mr. Barthélemi Becker, and

*Resolved*,—That, in view of the agreement entered into between the corporation of the village of Lauzon and the representatives of the Levis County Railway:

*a.* The council of the village of Lauzon, under the conditions hereinafter stipulated, grants to the Levis County Railway the following:

1. The right to build a line of electric railway track and to run its cars on the said track in the main street of the village of Lauzon, from the village of Bienville to the parish of Beaumont; also on the Government street leading to the graving dock; in Church street leading to the military camp; in the street commonly called la Dalle street communicating with Mont-Marie avenue and St. George street, Levis, as well as Jodoin street, if the company should deem it advisable;

2. An exemption from taxes for twenty years upon all property whatsoever which the company shall build or acquire in the said village of Lauzon, for its electric tramway.

*b.* Such right and such exemption shall be granted to the said company on the following conditions only:

1. It shall build its road on a level with the said streets, so that vehicles may easily cross and pass over it;

2. The said tracks shall be built on one of the sides of the said streets so as to leave all the space on the opposite side free for carriage traffic. The said railway company may, however, build switches for its cars on the said streets and cross the same when necessary;

3. The said company shall come to an agreement with the South Shore Turnpike Trust, at Quebec, as regards the running of the electric cars through the toll-gates of the said trust.

In all the other streets of the said corporation which are not actually under the control of the Turnpike Trust and in which the company may hereafter wish to pass, the said company shall be bound to maintain at all seasons of the year that portion of the road between the two rails, and during the winter it shall pay one-third ( $\frac{1}{3}$ ) of the cost of maintenance;

4. The municipal council of the village of Lauzon and the proprietors of the water-works now existing or which may hereafter exist in said village, may, at any time, themselves, or through their officers or representatives, at any time, lay underground pipes or conduits beneath the electric tramway for the purposes of the water-works or public works; they may repair, renew and clean the same, without being liable for any damages or indemnity towards the railway company either for the stoppage of its electric cars or interruption in its traffic; provided such work shall be done without unnecessary delay, and provided the proprietors of the water-works or their representatives shall make every effort not to prevent the running of the cars without absolute necessity, and shall be obliged to replace the track in the same condition as it was previously;

5. The electric tramway of the County of Levis Railway shall continue to be operated in the main street of this village from the village of Bienville to Government street and the company shall run its cars for that distance and as far as the Levis ferry, at all seasons of the year whenever it shall be possible, every thirty minutes from six o'clock in the morning to nine o'clock at night, and every sixty minutes from ten o'clock at night to midnight.

The company shall provide the same service for that portion of its line to be built as far as Gilmour's hill;

6. From five o'clock in the morning until midnight, the fare shall be five cents for conveyance from any point west of Gilmour's hill to the Levis ferry and the upper town;

7. The company shall also sell tickets in all its offices and cars, at the rate of six for twenty-five cents;

8. It is understood that the franchises and privileges hereby granted shall become null and void in the event of the insolvency, bankruptcy or sale by authority of justice of the property, rights and privileges of the said company or by the revocation of its charter;

9. When the company shall refuse or fail to accomplish or fulfill any of the obligations above set forth, except in the case of irresistible force or strike, it shall pay to the corporation of the

village of Lauzon, as liquidated damages, for every day it shall so be in default, the sum of \$1.00 recoverable by an action for debt.

c. The agreements and covenants contained in the present resolution shall be exclusive for a period of twenty years from their coming into force on their approval and ratification by the Legislature of this Province, unless they be cancelled for the causes and reasons above set forth.

Nevertheless, the parties may, at any time, by mutual consent, either declare that they shall remain in force or enter into new ones for a specified period.

d. The present resolution shall be valid only when it shall be adopted and ratified by the Legislature of this Province at its present session, and all by-laws previously adopted to that effect by the council of the village of Lauzon shall be and are hereby repealed.

#### SCHEDULE C

Province of Québec, }  
Municipality of Bienville }

At a special sitting of the municipal council of the village of Bienville, duly convened by His Worship the Mayor, for the purpose of passing a resolution granting certain privileges to the Levis County Railway within the limits of such municipality, and held on Monday, the nineteenth day of the month of February, one thousand nine hundred and six, at eight o'clock in the evening, in the public hall, being the place where the sittings of this council are usually held, in accordance with the provisions of the Municipal Code of the Province of Quebec, at which were present: His Worship the Mayor, Oct. Brochu; Councillors J. Lepage, D. Oiseau, Wm. Bolduc, L. Boulanger, A. Gagnon and D. Boulé, all members of the said municipal council, forming a quorum thereof under the presidency of His Worship the Mayor; Ed. Samson acting as secretary-treasurer,

It was moved by Mr. J. Lepage, seconded by Mr. D. Oiseau, and unanimously

*Resolved*.—That the municipal council of the village of Bienville, in so far as it has the right so to do and subject to the conditions hereinafter set forth and not otherwise, grants to the Levis County Railway the following, to wit:

1. The right to run its cars on the track now in operation in the main street of the village of Bienville; also the right to construct an electric tramway on the street known as the King's road within the limits of the village of Bienville;

2. An exemption from taxation for twenty years on all property whatsoever which the company may build or acquire in the village of Bienville for the purposes of the electric tramway.

Such right and such exemption are granted to the Levis County Railway solely on the following conditions, to wit:

a. The company shall lay its track level with the said streets so that vehicles may easily cross and run over it.

b. The said track on the King's road shall be laid on one side of the said street, designated by the municipal council of the village of Bienville, so as to leave the whole of the space on the opposite side free for traffic and use by other vehicles. The said company may, however, establish a siding for the meeting of its cars in the streets of the village of Bienville at a place indicated by the said municipal council, which place shall not be changed when once fixed, except by mutual consent.

c. The said company shall make arrangements with the South Shore Turnpike Trust, regarding the running of its cars through the toll-gates of the said trust, the maintenance of the main street which is at present macadamized and the removal of snow from such street, so that the said street may be kept in good order throughout the year, over a width of twelve feet outside the track and at a height of one foot, leaving an easy slope from the said track so that vehicles may pass and meet one another without danger.

d. In the non-macadamized street of the village above mentioned which the rate-payers have to keep in order, the said company shall, with the wings of its ploughs or otherwise, push back the snow to a distance of eight feet from its track so that other vehicles may easily pass the cars of the said electric tramway, and when it shall be impossible to push back the snow to the required distance with the wings of its ploughs owing to the piling up of such snow, it shall be bound to remove such snow within the required distance at its own expense.

e. The poles of the electric tramway shall be placed in such manner as not to obstruct or impede traffic in the cross streets, nor entrance to yards and doors of private houses and public buildings, and the sidewalks along the track.

f. As the council of the village of Bienville has a by-law or resolution passed by such council for the purposes of the water-works and the drainage within the limits of its municipality, it may, at any time, have underground pipes or conduits placed beneath the electric tramway, at any time, by the proprietors of the water-works, their officers or representatives for the purposes of such water-works or of private or public drainage, or other public works; they may repair, renew and clean them when necessary without being thereby liable for any damages or compensation towards the Levis County Rail-

way for the stoppage of its cars or interruption of its traffic, provided such work be done without unnecessary delay, and that the proprietors of the said water-works or their representatives shall make every effort to avoid preventing the running of the cars, and that they shall leave the track in the same condition as previously.

*g.* The said electric tramway shall run its electric cars over the whole line now in operation in the said village of Bienville, at all times during the year, every thirty minutes from six o'clock in the forenoon to ten o'clock in the evening, and every sixty minutes between ten and twelve o'clock at night, when possible, also to have its cars stop to enable passengers to get on or off at at least three places which shall be designated by mutual consent.

*h.* When the company shall commence its works in the streets of the municipality, the said company shall continue them without interruption until completed and without in any way impeding public traffic either by piles of earth or other obstructions whatever on the sidewalks.

*i.* From six o'clock in the morning to midnight, the fare shall be five cents, for conveyance from one point to another, that is to say, within the limits of the village of Bienville, of the village of Lauzon to Gilmour's road on the east, and in the town of Levis to the landing place of the ferry steamers as well as in the upper part of the town of Levis, either going or returning. By paying his fare every passenger is entitled without extra charge, to change cars at places where the lines connect so as to be able to go without interruption from one point to another within the limits aforesaid.

*j.* The company shall also sell tickets in all its offices and cars at the rate of six for twenty-five cents and also give free tickets for policemen and for the secretary-treasurer of this municipality.

*k.* The Levis County Railway 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 any person whomsoever through the work of construction or the operation of the said electric tramway.

*l.* The present agreement between the corporation of the village of Bienville and the Levis County Railway for the construction and operation of the said railway by electricity is exclusive for a period of twenty years from the date of the signing of the present resolution.

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