

C H A P. 68

An Act to change the limits of the municipality of the village of Notre-Dame de Grâces West and to ratify an agreement between the corporation of the said village and the Grand Trunk Railway Company of Canada

[Assented to 2nd June, 1904]

WHEREAS the corporation of the village of Notre-Dame de Grâces West and the Grand Trunk Railway Company of Canada have, by their petition, represented that it is desirable that an act be passed to include, within the limits of the territory of the said municipal corporation, a certain tract of land contiguous thereto, and to ratify a certain agreement under private seal entered into on the 28th March, 1904, between the said municipal corporation and the said Grand Trunk Railway Company of Canada ;

Preamble.

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 :

1. From and after the coming into force of this act, all the territory bounded on the north by the Upper Lachine road, on the south by Lachine canal, on the east by the line of division between lots Nos. 3602 and 3603 of the parish of Montreal, as far as its intersection with the new river St. Pierre, thence by the said river as far as Côte St. Paul road, thence by the said road as far as the Upper Lachine road, and on the west by the division line between lots 140 and 141 of the parish of Montreal and its continuation to the Lachine canal, and which does not already form part of the municipality of the village of Notre-Dame de Grâces West, shall be annexed to the said municipality and form part thereof for municipal and school purposes.

Certain territory annexed to village.

2. The agreement, under private seal, dated 28th March, 1904, entered into between the corporation of the village of Notre-Dame de Grâces West and the Grand Trunk Railway Company of Canada, a copy whereof is reproduced in the schedule to this act, is ratified, confirmed and declared valid and binding, and the corporation and the company shall have power to do all the acts required for the execution of the said contract and to give it full effect in all respects according to its spirit and true meaning.

Agreement of 28th March, 1904, ratified.

Limits of school municipality not affected.

Proviso as to valuation of certain property.

3. Nothing in this act shall have the effect of changing the limits of the school municipality of Turcot village, but when, for school or other purposes, it shall be necessary to have a separate valuation of a part of the property of the Grand Trunk Railway Company, the valuation whereof is fixed under the annexed contract, such valuation of that part shall be based on the said total valuation and in proportion to the relative superficies of that part to the whole of said property.

Coming into force.

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

SCHEDULE

ON THIS thirty-first day of March nineteen hundred and four

Before me, THEODORE DOUCET, the undersigned notary public for the Province of Quebec, in the Dominion of Canada, residing and practising in the city of Montreal, in said province.

APPEARED :

THE GRAND TRUNK RAILWAY COMPANY OF CANADA, a body politic and corporate, having its chief office and principal place of business in Canada, in the said city of Montreal, and hereto represented and herein acting by Charles M. Hays, the second vice-president and general manager of the said company, and as such hereto duly authorized.

Who hath deposited in the office of the said undersigned notary, there to remain of record among his original deeds, *minutes*, a certain agreement executed between the municipal corporation of the village of Notre Dame de Grâce in the county of Hochelaga, in said Province of Quebec, and the said The Grand Trunk Railway Company of Canada, and bearing date and executed before witnesses, at Montreal, on the twenty-eighth day of March instant (1904), relating to a certain tract of land situate in the block bordered by the Upper Lachine Road on the north, and by the Lachine Canal on the south, and on the east by the Côte St. Paul Road, and on the west by the lots 140 and 141 of the official plan of the parish of Montreal, with the view of having said block of land included within the limits of the village of Notre Dame de Grâce, so that reference to said agreement and duly certified copies thereof may be had whenever required ;

OF WHICH ACTE;

DONE AND PASSED at the said city of Montreal, in the office of the undersigned notary, on the day, month and year first above written, under the number thirty-nine thousand, five hundred and seventy-five of the original deeds of record in said office, and the said appearer has signed with me the said notary, these presents having been first duly read in his presence according to law.

(Signed) THE GRAND TRUNK RAILWAY COMPANY OF CANADA per

CHAS. M. HAYS,
Second Vice-Prest. & Genl. Manager

(Signed) THEO. DOUCET, N.P.,

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

THEO. DOUCET, N.P.

THIS AGREEMENT made this twenty-eighth day of March in the year 1904

BY AND BETWEEN

THE MUNICIPAL CORPORATION OF THE VILLAGE OF NOTRE-DAME DE GRACE, in the county of Hochelaga and Province of Quebec, and hereinafter called the "village",

Of the First Part ;

and

THE GRAND TRUNK RAILWAY COMPANY OF CANADA, hereinafter called the "company"

Of the Second Part.

WHEREAS, to provide for the accommodation of the rapidly increasing business of its railway, the company has found

it expedient to purchase a large tract of land upon which to establish terminal facilities, and which tract of land is situated in the block bordered by the Upper Lachine Road on the north, and by the Lachine Canal on the south, and on the east by the Côte St. Paul Road, and on the west by the line between lots 140 and 141 of the parish of Montreal ;

And whereas the said block of land is in a peculiarly isolated situation, and, owing to a small rivulet called the " Little River Saint Pierre " flowing through it, and which forms the boundary of the several cadastral lots north and south of it, the said block of land is located within the limits of several municipalities ; viz : Village of Notre Dame de Grâce, parish of Lachine, parish of Côte St. Paul, village of Boulevard St. Paul ;

And whereas it would be in the public interest and simplify the administration of public and municipal affairs, that the said block of land should all be included within the limits of the village of Notre Dame de Grâce, and the company have applied to the village to join in with it in making application to the Legislature of the Province of Quebec for a special act to incorporate, within the village limits, such portion of said block of land as is not now within the limits of said village, and the village has consented to do so, upon the terms and conditions hereinafter set forth ;

And whereas, further, as the establishment of the proposed works of the company on the said lands will largely conduce to the prosperity of the said village, and as the said lands are so isolated and situated, being bounded to the north by the high bluff upon which the Upper Lachine Road is located, and on the south by the Lachine Canal, that no part of the taxes and revenues collected by the said village will be required to be spent thereon for any of the usual municipal purposes, such as construction and repair of streets and highways, sidewalks, drains, lighting, &c., that the company have requested the village to agree to a fixed valuation of the company's said lands and property for a term of years, and which the village has consented to do, for the amount and upon the terms and conditions hereinafter set forth ;

THEREFORE THIS AGREEMENT WITNESSETH that the said parties have, and they hereby do, mutually covenant and agree, each with the other, as follows, that is to say :

1. That, as soon as possible after the execution hereof, the village shall cause the necessary steps and proceedings to be taken and notices to be given and shall apply to the Legislature of the Province of Quebec at the present session for an act to incorporate within the limits of the village of

Notre-Dame de Grâce such portions of the said block of land as are not now within the said limits, and as shown on the plan hereto attached and made part hereof;

2. That the said village and the company, jointly or separately, as may be found most expedient, shall present petitions to the Honorable the Lieutenant-Governor in Council, and to the Parliament of the Legislature of the Province of Quebec, respectfully praying that such an act may be passed for the purpose aforesaid; and the said village and the said company agree with each other, to assist, by all lawful and proper means in their power, to obtain the passing of such an act;

3. That, in the event of the said act being obtained as aforesaid, authorizing the addition of said lands to the limits of the village of Notre Dame de Grâce, the village hereby agrees with the company that, during the period of ten years, from and including the year 1904, the valuation of all moveable and immoveable property, and of all lands now or hereafter owned and acquired by the said company within the limits of said village, and used for railway purposes, including all buildings (except the buildings for private dwellings, other than such as are at present situated on the said lands) erections, appliances, machinery, and plant of every kind thereon, shall be, and the same are hereby fixed and accepted at a total of one hundred thousand dollars and no more, and for the next five years thereafter at the sum of one hundred and twenty-five thousand dollars and no more, and for the next five years again thereafter at the sum of one hundred and fifty thousand dollars and no more, and for the next five years yet again thereafter, at the sum of one hundred and seventy-five thousand dollars and no more, for all taxation purposes whatever, and the rates made and imposed on such valuation and assessment shall be the same as that made on the property generally in the said village;

Provided, however, this clause shall not apply to any part of said block of land lying between the Côte St. Paul Road and the easterly boundary of lot 184, should the company any time hereafter acquire that property;

4. It is further agreed and understood that both parties hereto will join and will use all reasonable and lawful means to have the proposed act include a clause ratifying, confirming and making valid beyond question, the provisions of the preceding clause of this agreement;

5. The cost and expenditure of the proposed legislation and ratification of the present agreement shall be borne by the company, but no costs to be incurred without the company's consent.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above set forth.

Signed, sealed and delivered in pre- sence of (By the Village) (Signed) JÉRÉMIE L. DÉCARIE.	}	THE MUNICIPAL CORPORATION OF THE VILLAGE OF NOTRE-DAME DE GRACE, per [L. S.] (Signed) D. J. DÉCARIE, Mayor. “ L. DÉCARIE, Sec.-Treas.
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(By the Company) (Signed) R. LOGAN.	}	(Signed) THE GRAND TRUNK RAIL- WAY COMPANY OF CANADA, per CHAS. M. HAYS, Second Vice-Pres. and Genl. Man.
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Copy of Agreement between the Municipal Corporation of the village of Notre-Dame de Grâce and The Grand Trunk Railway Company of Canada, referred to in a certain Act of Deposit made by the said Grand Trunk Railway Company of Canada, and passed before Theo. Doucet, notary, at Montreal, on the thirty-first day of March, nineteen hundred and four, identified by the signatures of Chs. M. Hays, Second Vice-President and General Manager of the said Company, and of the undersigned notary, *ne varietur*.

THEO. DOUCET,
Notary.
