

CHAP. 47

An Act respecting the Town of Longueuil and The Grand Trunk Railway Company of Canada.

[Assented to 28th March, 1901]

Preamble.

WHEREAS, the town of Longueuil and The Grand Trunk Railway Company of Canada have, by their joint petition represented that they have entered into an agreement, bearing date the tenth day of September, 1900, with respect to the taxation of the property of the said railway company in the said town, and the right of way upon the lands of the said railway company of the water-pipe of the said town, and for other purposes in the said agreement set forth; and have prayed for the passing of an act to confirm the said agreement and make it legal and valid, and to authorize the carrying out of the terms and conditions therein set forth, and it is expedient to grant the prayer of such petition:

Therefore, His Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Agreement
of 10th Sep-
tember, 1900,
ratified.

1. The said agreement, bearing date the tenth day of September, 1900, as set out in full in Schedule A of this act, is hereby confirmed and declared legal, valid and binding to all intents and for all purposes; and it shall be lawful for the town of Longueuil and the said railway company to do any and all acts requisite and necessary to give full effect to the said agreement in all respects, and according to the spirit, true intent and meaning thereof.

Coming into
force.

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

SCHEDULE A

MEMORANDUM OF AGREEMENT made this tenth day of September in the year 1900 ;

BY AND BETWEEN

THE TOWN OF LONGUEUIL, in the county of Chambly and Province of Quebec, hereinafter called "the corporation,"

Of the one part,

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

Of the other part ;

Whereas the company owns certain lands and lands covered with water, and including a so-called wharf, in the town of Longueuil, which are subject to taxation by the corporation and which have been valued by the corporation in its various yearly valuation rolls, up to and including the year 1898, and on which valuations the company has paid all taxes ;

And the corporation on its valuation roll for the year 1899 valued the said lands, including said wharf, at the sum of fifty thousand two hundred and ninety dollars and twenty cents, which was an increase in valuation over that of the preceding year of forty-five thousand eight hundred and ninety dollars and twenty cents, and the company, feeling aggrieved by the said valuation for the year 1899, made complaint of the same and gave the corporation due notice of appeal therefrom, and the corporation thereupon reduced the amount of the said valuation to the sum of twenty-five thousand dollars, and the company refused to accept such reduced valuation, and duly entered an appeal against the same in due form of law and in accordance with the statute in that behalf, and the proceedings in appeal now rest for the consideration of the compromise which has been arrived at and which is hereinafter referred to ;

And the corporation many years ago, without the leave or license of the company in that behalf, entered into and upon those certain portions of the lands and lands covered with water and of the unceded street commonly known as "Grand Trunk Street" and belonging to the company, and situate either wholly in the parish of St. Antoine de Longueuil, in the said county of Chambly, or partly in the said town and partly in the said parish, and laid down and has since, without such leave or license as aforesaid, maintained

thereon the intake or suction pipe, of an inside diameter of eighteen inches, of the water-work's system of the corporation, between the river St. Lawrence and the pump house of the corporation, and on the line shewn colored red and marked "18" diar. iron pipe" on the plan hereunto annexed, which is hereby declared to be part and parcel of this agreement ;

And the company some years ago sold a portion of its lands in the said town now known and designated as subdivision lots numbers two, three and sixty of primitive lot number one hundred and ninety-seven on the official plan and book of reference of the said town, and retained a hypothec or charge upon the said three subdivision lots for the payment of the purchase price thereof, which has not been paid, and the payment of which the company has not been able to enforce, and consequently has, in order to enable it to retain its ownership or other rights in the said subdivision lots and to prevent the sale thereof for arrears of taxes charged thereon by the corporation, found it necessary to pay the said arrears of taxes and to continue to pay the said taxes on said subdivision lots as the same accrued due each year ;

And the corporation and the company have agreed, on the terms and conditions hereinafter set forth, in order to make an amicable compromise and settlement with respect to the said valuation and the appeal proceedings resulting thereon, that the said valuation be fixed at ten thousand dollars ;

Therefore it is witnessed that, for the considerations herein expressed, the corporation and the company for themselves, and each for itself and its successors, hereby mutually covenant and agree the one to and with the other of them, and bind and oblige themselves each to the other as follows, that is to say :

1. The valuation of all the lands and lands covered with water owned by the company in the said town, including the said so-called wharf and also the valuation of the said subdivision lots numbers two, three and sixty of the said primitive lot number one hundred and ninety-seven shall be and the same are hereby fixed and accepted at a total sum of ten thousand dollars for all taxation purposes for the year 1899, and the said valuation of fifty thousand two hundred and ninety dollars and twenty cents as reduced to twenty-five thousand dollars shall be further reduced to and fixed at ten thousand dollars accordingly for all taxation purposes ;

2. That the said valuation of ten thousand dollars shall for all taxation purposes be fixed and accepted as the yearly valuation of all the said lands mentioned and referred to in

the clause hereof immediately preceding this, for twenty years from and including the year 1899, and thereafter from year to year subject to reduction however as hereinafter set forth ;

3. That should any of the said lands, including the said wharf and subdivision lots, be sold by the company, or the ownership or interest of the company therein cease, at any time, the said valuation of ten thousand dollars shall be correspondingly reduced by the amount of the valuation by the corporation of such of the said lands as may be sold from time to time, and from the date when the same are sold or the ownership or interest of the company therein has ceased ; provided, however, that such valuation of such lands as may be so sold, shall be a fair and reasonable one and corresponding to the valuation, on the valuation roll of the corporation, of other lauds adjoining or in the vicinity of the same and similarly situated, and not belonging to the company ;

4. That the corporation shall be at liberty to maintain and use the said intake or suction pipe on the said lands of the company and on the line as at present laid down on the said lands and lands covered with water and unceded portion of street. and as shewn colored red on the said plan, for the said period of twenty years from and including the year 1899, and thereafter from year to year ; and shall be at liberty to enter upon the said lands on the said line of pipe and, doing no unnecessary damage to the company or the lands or its tenants or lessees, to repair the said pipe ; it being expressly understood and agreed that the surface of its ground over the said line of pipe, which may be removed for the purpose of such repair, shall be well and sufficiently replaced in the same state and condition, as nearly as possible, as it was in before the making of such repairs ;

5. That after the said period of twenty years this agreement may be terminated at any time by either party giving to the other at any time one year's prior notice, in writing, of its intention to terminate this agreement, and this agreement shall be terminated accordingly at the expiration of such year ;

6. That the corporation and the company shall unite in withdrawing and shall withdraw and end all the proceedings in appeal hereinbefore referred to, but the corporation shall bear and pay to the company on demand the costs of the company in such proceedings, not exceeding however seventy dollars, and the corporation shall also bear and pay its own costs of such proceedings and discharge the company from all liability or obligation with respect thereto or arising from or out of the said proceedings ;

7. That should either of the two parties hereto deem it necessary or advisable to have this agreement validated by legislative sanction, both parties will unite in an application to the Legislature of the Province of Quebec for that purpose and do everything in its power to have the necessary act of validation passed and sanctioned, and the corporation and the company, in such event, shall bear and pay each one half of the cost of all expenses, charges, proceedings and disbursements necessary to obtain the formal passage of the said act, such half cost to the corporation however not to exceed the sum of fifty dollars.

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

“ THE TOWN OF LONGUEUIL ”

(*Town Seal*)

Per (*Signed*), M. PERRAULT,

Mayor.

“ THE GRAND TRUNK RAILWAY COMPANY OF CANADA ”

Per (*Signed*), CHAS. M. HAYS,

General Manager.

(*Ry. Co's. Seal*)

Signed, sealed and delivered in presence of
(by the Corporation)

(*Signed*), M. DAGENAIS,

Secretary-Treasurer.

(By the Company)

(*Signed*), R. S. LOGAN.

We hereby certify that the copy of the agreement hereunto annexed and marked “ Schedule A ” is a true copy of the original agreement entered into between The Town of Longueuil and The Grand Trunk Railway Company of Canada, bearing date the tenth day of September, 1900, and which is now sought to be validated by an act of the Legislature of the Province of Quebec, to be passed at the

next session of the Legislature, to be held on the 14th day of February, 1901 ; due notice of the application for such act having been already given.

M. PERRAULT,
Mayor of the Town of Longueuil.

GEO. B. REEVE,
2nd Vice-Prest. and General Manager of
The Grand Trunk Railway Company of Canada.

CHAP. 48

An Act to authorize and ratify by-law No. 162 of the town of Salaberry de Valleyfield granting exemption from taxation and certain benefits to the Montreal Cotton Company

[Assented to 28th March, 1901]

WHEREAS the corporation of the town of Salaberry de Valleyfield, has, by petition, prayed for the passing of an act to confirm and ratify by-law No. 162 of its by-laws, adopted on the 30th May, 1900, by the council of the said town, granting exemption from taxation for twenty years on certain properties belonging to the Montreal Cotton Company and granting certain other advantages to it, the whole in accordance with and under the conditions set forth in the said by-law ;

Whereas the said by-law has been unanimously approved by the electors of the said town who are real estate owners and accepted by the company, and whereas it is expedient to grant such prayer ;

Therefore, His Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

1. Notwithstanding any law to the contrary and the provisions of the charter of the town of Salaberry de Valleyfield, (57 Victoria, chapter 63, as amended by 61 Victoria, chapter 59 and 62 Victoria, chapter 69), by-law No. 162 of the by-laws of the town of Salaberry de Valleyfield, granting an exemption from taxation for a period of twenty years and certain other advantages to the Montreal Cotton Company, as set forth in the said by-law, is hereby ratified and confirmed and shall have full force and effect.

By-law 162 of
the town,
ratified.

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

Coming into
force.