



63 VICTORIA

CHAP. 65

An Act to confirm an agreement between the Canadian Pacific Railway Company and the Hull Electric Company.

[Assented to 23rd March, 1900]

WHEREAS the Hull Electric Company has, by its petition, Preamble.
prayed that it be enacted, as hereinafter set forth, and
it is expedient to grant the prayer of the said petition ;
Therefore, Her Majesty, by and with the advice and con-
sent of the Legislature of Quebec, enacts as follows :

1. The agreement between the Canadian Pacific Railway Agreement of
Company and the Hull Electric Company, dated the ninth January 9th,
day of January, one thousand eight hundred and ninety- 1899, approv-
nine, a copy of which is contained in the schedule hereto, is ed.
hereby approved, ratified and confirmed and declared to be
valid and binding on the parties thereto ; and each of the
companies, parties thereto, may do whatever is necessary to
give effect to the substance and intention of the said agree-
ment.

2. Nothing in this act, or in the said agreement, shall be Act not to
held to relieve either of the said companies from any of its relieve com-
duties or liabilities under the railway laws of Canada or panies of cer-
under the laws of the Province of Quebec. tain duties.

Nothing contained in the present act or the agreement hereto Rights of
annexed shall in any way affect the rights of the Government Quebec Gov-
of the Province of Quebec to recover all sums due from the ernment un-
Canadian Pacific Railway Company, under and by virtue of der 45 V., c.
the act 45 Victoria, chapter 19, and appendix A thereto an- 19, preserved.

Exception.

nexed ; and the mortgages stipulated therein shall remain in full force and effect upon all portions of the railway and property therein mentioned, as fully as if this act had not been passed, except upon the portion of the railway and property hereby disposed of.

SCHEDULE

THIS AGREEMENT made this ninth day of January, one thousand eight hundred and ninety-nine, between the Canadian Pacific Railway Company, hereinafter called "the C. P. R.", of the first part, and the Hull Electric Company, hereinafter called "the Hull Company," of the second part ;

WITNESSETH that each of the parties for itself and its successors doth hereby covenant with the other and its successors, that is to say :

1. The C. P. R. covenants that, if and when this agreement is ratified and confirmed by the Parliament of Canada and by the Legislature of the Province of Quebec, and the price hereinafter mentioned is fully paid and satisfied, the said C. P. R. will sell and convey to the said Hull Company, its successors and assigns, without warranty of any kind, subject to the fulfilment by the vendee of the terms and conditions hereinafter mentioned, its branch line of railway between the town of Aylmer and the west limit of the land occupied as the right of way for its main line where the said branch line of railway joins the said main line near Hull Station of the C. P. R., the said branch line extending to and into the town of Aylmer, together with all the C. P. R. lands and buildings west of the west limit, and extending to and into the town of Aylmer, and that are used for the right of way, station, station grounds and appurtenances of the said branch line of railway, the said terms and conditions to be fully set out in the conveyance ; and will convey also the right (subject always to the approval of the Railway Committee of the Privy Council and to the conditions hereinafter contained) to maintain and use on the land of the C. P. R. between the said west limit and some point on the north limit of the Hull Station grounds of the C. P. R. east of its main line or some point on the easterly limit of the said station grounds, a railway track equipped with the poles and electrical appliances necessary for such use, crossing the main line of the C. P. R. between the said west limit and the westerly boundary of the said station grounds ; the location of said track and of the said crossing to be subject from time to time, to the approval of the general superintendent of the C. P. R., but nothing herein

shall be held to authorize the said superintendent to order the crossing existing at any time to be removed without authorizing it to be made in some other place; and will convey also the right, subject from time to time to the same approval of the Railway Committee and the superintendent, to connect with and use the side-tracks and switches of the C. P. R. on its Hull Station grounds, and to equip them and such connection with such poles and electrical appliances as may be necessary for such use. Neither the said railway track, the said crossing, the said connection, nor the said side-tracks and switches of the C. P. R., to be used except for freight traffic coming from and going to points on or via the C. P. R.; the whole on condition that the Hull Company is to have the said right, so to be conveyed as aforesaid, as long as it shall fulfil all its covenants herein contained, including, among others, its covenant concerning interchange of freight, the whole for the price and consideration hereinafter mentioned as that to be paid to the C. P. R.; all of which properties, rights and privileges so to be sold, conveyed and so stipulated for as aforesaid, are hereinafter referred to in the aggregate as "the said branch railway"; provided that until the sale and conveyance herein provided for takes place, nothing in these presents shall affect the rights and liabilities of either of the parties under the agreement for a lease confirmed by the Act 60-61 Victoria, chapter 39; and upon this agreement being so ratified and going into force, and the said Hull Company acquiring the said branch railway hereunder, said agreement for a lease shall thereupon be cancelled and terminated, except as hereinafter mentioned, and except that all now existing liabilities of the Hull Company under it shall be fully satisfied and discharged irrespective of this agreement.

2. Amongst the said terms and conditions, subject to which the said sale and conveyance are to be made, are the following, that is to say:

(a) The Hull Company is to run passenger cars to and from Hull Station to connect closely with all the regular passenger trains of the said C. P. R. scheduled from time to time to stop at Hull Station.

(b) The C. P. R. shall have the right to quote rates for traffic of every description, including both freight, passenger and express, to or from any point on or reached by way of said branch railway or any part thereof.

(c) All freight, in so far as it may be within the control of the C. P. R., destined to points on and reached by the said branch railway or any part thereof whose business is not competed for by the C. P. R., shall be delivered to the Hull Com-

pany at the Hull Station of the C. P. R., to be by the Hull Company properly and efficiently conveyed to such points.

All freight, in so far as it may be within the control of the Hull Company, destined to points on or reached by way of the C. P. R. or its connections, shall be delivered to the C. P. R. at its Hull Station, to be by the C. P. R. properly and efficiently conveyed to such points as may be at or nearest such destination, and the earnings of all such traffic delivered by either company to the other, as aforesaid, shall be divided between the C. P. R. and the Hull Company, according to mileage, in the following proportion, that is to say : There shall be allowed the Hull Company a mileage of eight miles when the distance covered by the lines of the said C. P. R. does not exceed seventy-five miles ; sixteen miles when the C. P. R. mileage is over seventy-five miles and does not exceed one hundred and fifty miles, and twenty-four miles when the said C. P. R. mileage exceeds one hundred and fifty miles, the whole, with the exception of the city of Ottawa, and the rates to and from the city of Ottawa shall be divided according to actual mileage.

(d) Empty freight cars required for traffic destined to be handled and hauled by the C. P. R. shall be hauled by the Hull Company free of charge from Hull Station to the point or points upon the said branch railway at which the said car or cars may be required.

(e) The Hull Company shall, from time to time and at all times, return to the C. P. R. all freight cars or other equipment which the C. P. R. may deliver to it, and in every case promptly and in as good condition as when delivered to the Hull Company.

(f) In the said conveyance the Hull Company is to covenant that it will at all times hold the C. P. R. harmless and indemnify it, not only against loss or injury to its own property of every kind whatsoever, but also against every claim by any other party in respect of injury to person or loss of or damage to freight or other property while on the premises of either company, through the bad management of the Hull Company or the insufficiency of its equipment or the neglect or incompetency of its employees or any of them ; and also against all damage and all claims in respect of damage caused by fire either to freight or equipment or other property delivered to the Hull Company by the C. P. R.

(g) The Hull Company shall without delay obtain the requisite approval of the Railway Committee of the Privy Council of every crossing on the main line of the C. P. R. by the railway of the Hull Company, and shall bear any expense in connection with or arising out of the construction, protection,

maintenance and operation of such crossing, and, failing so to do, shall not construct or operate such crossing.

(h) The Hull Company shall construct and complete within one year from the execution of this document and shall thereafter forever maintain and operate spur tracks connecting with a siding of the C. P. R. at Hull Station to Gilmour's Mills and to Eddy & Company's mills and factory at or near Hull, and shall thereafter forever promptly haul all loaded cars in either direction between the said mills and factory and the C. P. R. siding at Hull Station for one dollar each, and all empty cars between the said points and the said siding for fifty cents each.

3. The said sale and conveyance is to be made by the C. P. R. to the said Hull Company for the price of one hundred thousand dollars so soon after the ratification of these presents by legislation, as above provided, as the government of the province of Quebec and Her Majesty the Queen, as represented by the government of Quebec, shall have discharged the hypothec and mortgage created in favor of Her Majesty the Queen, so represented as aforesaid under and by virtue of a certain agreement of sale executed the fourteenth day of May, 1882, between Her Majesty the Queen, represented as aforesaid, and the said C. P. R., which was duly ratified by an Act of the Legislature of the Province of Quebec, assented to the twenty-seventh of May, 1882, chapter 19 of 45 Victoria; and both parties hereto bind themselves to use every reasonable effort to induce the said Province of Quebec and Her Majesty the Queen, as represented by the government of the said Province of Quebec, to discharge the said branch railway from the effect of said mortgage and hypothec referred to in said agreement and Act, the said price having been first paid by the Hull Company at its option either to the C. P. R. or to the Government of the Province of Quebec, in satisfaction *pro tanto* of the said hypothec and mortgage.

4. Upon demand of the said Hull Company and at its expense and for the purpose of carrying out the intention of this agreement, the said C. P. R. will, from time to time, make, execute and deliver all such instruments and writings as may be proper and including any required for the purpose of registration.

5. Provided always that this agreement is not to go into force until it has been ratified by the Parliament of Canada and by the Legislature of the Province of Quebec, and has also been approved of by the resolution of the shareholders of each of the said parties hereto either at an annual general meeting or a special general meeting duly called for the purpose, all within three years after the date hereof, time being of the essence of the compact.

