

CAP. LIX.

An Act respecting the city of Montreal and The Grand Trunk Railway Company of Canada.

[Assented to 25th February 1899].

Preamble.

WHEREAS the city of Montreal and The Grand Trunk Railway Company of Canada have, by their joint petition, represented, that they have entered into an agreement bearing date the 13th day of August, 1898, and passed before Me Victor Morin, Notary, of the said city, with respect to the removal of the general offices of the said company, from the present site thereof, in the said city, to a new location, in a more central position, on lands described in the said agreement, fronting on McGill street in the said city; and for the conveyance, by way of donation, by the said city to the said company, of the said lands, and for the fixing, for all purposes of taxation, of the assessment or valuation of the said lands, with the buildings to be erected thereon, at the sum and for the period mentioned in the said agreement, and for other the purposes therein 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, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Certain agree-
ment ratified
and confirm-
ed.

1. The said agreement, bearing date the 13th day of August, 1898, and set out in full in and as Schedule A of this act, is hereby confirmed and made legal and valid; and, notwithstanding any prior dedication to or for any other use or purpose of the lands therein described, it shall be lawful for the said city, and it is hereby authorized and empowered to execute and deliver a proper deed of donation of the said lands, as described in the said agreement to the said company, as contemplated by, and on the terms and conditions set forth in the said agreement, subject however to concurrence therein by the Lieutenant-Governor of the said Province, in Council; and, for all purposes of taxation, to fix the assessment or valuation of the said lands, together with the buildings to be erected thereon, at the sum of two hundred and fifty thousand dollars, and no more, for a period of twenty years mentioned in the said agreement.

Coming into
force.

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

SCHEDULE A.

On this thirteenth day of the month of August, in the year of Our Lord eighteen hundred and ninety-eight.

Before Me VICTOR MORIN, the undersigned notary public for the Province of Quebec, in Canada, residing and practising in the city of Montreal, in the said Province.

CAME AND APPEARED :

“THE CITY OF MONTREAL,” hereinafter called “the city,” a body politic and corporate, having its principal business at the City Hall, in the East ward of the said city, hereto represented and acting by His Worship the Mayor of the said city, Raymond Prefontaine, Esquire, advocate and member of the Parliament of Canada, residing in the said city of Montreal,

Parties hereto of the first part ;

And “THE GRAND TRUNK RAILWAY COMPANY OF CANADA,” hereinafter called “the company,” a body politic and corporate, having its chief place of business in London, England, and its principal place of business for America in the said city of Montreal, hereto represented and acting by Charles M. Hays, Esq., residing in the said city of Montreal, the general manager of the said company, and in such quality being fully authorized for the purposes hereof by the by-laws of the said company.

Parties hereto of the second part.

Which parties hereto have declared to the undersigned notary that they have covenanted and agreed as follows, anent the removal of the general offices of the said company from the place where the same are now situate on St. Etienne street, at Point St. Charles, in the said city of Montreal, to a more central position in the city of Montreal, pursuant to the wishes frequently expressed, by the commercial bodies of the said city of Montreal to wit :

Firstly.—The city of Montreal aforesaid shall convey, by way of gratuitous donation, to the Grand Trunk Railway Company of Canada aforesaid, that property situate on the south-west side of McGill street, in the said city of Montreal, between St. Paul and William streets, containing one hundred and ninety-nine feet four inches, on McGill street, that is to say the distance between said St. Paul and William streets, by a depth of one hundred and thirty-five feet in both lines of said St. Paul and William streets, the position

and form and the boundaries of the said property being shown on the plan hereto annexed marked "A," signed by the parties hereto and the undersigned notary *ne varietur*, said property being known as forming part of the lot of land bearing the number seventeen hundred and fifty-three (1753) of the official plan and book of reference of the St. Ann's ward of the said city of Montreal, and being part of the property gifted to the said city by the Crown according to letters-patent dated the twenty-sixth day of January, eighteen hundred and thirty-three, for the purpose of the establishment of a new market in the said city.

Secondly.—Upon the property so granted by the said city, the company will build the necessary buildings for the purpose of their said general offices, such construction to be commenced not later than thirty days after possession of the property has been obtained, and to be carried on with all reasonable despatch, and on the completion of the said new buildings, the said company will remove their said general offices to said new buildings, and will maintain the same at that place for a period of at least twenty years, to be reckoned from the first day of May next (1899.)

Thirdly.—The buildings so to be erected on the said site shall cost not less than two hundred and fifty thousand dollars.

Fourthly.—The plans and estimates for the said proposed new buildings shall be submitted to and approved of by the council of the said city previous to the commencement of the works.

Fifthly.—During the said period of twenty years, the said land and buildings thereon, as completed, shall only be assessed, for all the purpose of taxation, at the sum of two hundred and fifty thousand dollars and no more, and the rate upon the dollar made on such assessment shall be the same as that made on the property generally in the city.

Sixthly.—Both parties hereto will join in an application to the Legislature of the Province of Quebec at its next session and will use all reasonable means to have an act passed confirming and making valid the said gift of property for the purpose above-mentioned, and also the said assessment for the period above stated and generally the present agreement and the transactions contemplated in and covered thereby, and will also secure the concurrence of the Crown to waive the rights and privileges reserved to it by the original deed of land above-mentioned and to consent to a diversion of the property from the objects to which it was dedicated.

And in conjunction with the covenants recited in the above articles, the following conditions and stipulations have been made :

1. In making donation of the above property, the city of Montreal aforesaid do not undertake to guarantee the clear title of the same, but shall only cede the rights which they may have in the said property under the title above mentioned with guarantee against mortgages or incumbrances, and will do all in their power, jointly with the said company, to secure from the Provincial Legislature and from the Crown a clear and perfect title of the said property and the waiver of all restrictions and privileges mentioned in the said title.

2. As to the period of time during which the said company must maintain their general offices at the said proposed place, it is imperative and will have to be maintained on the said site at least during the whole term of twenty years ; even in case of destruction of the said proposed new buildings, then they must be reconstructed by the said company so as to maintain the said offices at that place during the whole period, unless otherwise agreed to on the part of the said city later on.

3. Should the said company abandon the property thus to be donated before the expiry of twenty years above mentioned, or sell or alienate the same during the said period, then the property so donated shall *ipso facto* revert to the said city, the city having the option of purchasing the buildings and improvements erected on said property at a valuation, or to oblige the company to remove the same. If, after the expiry of the period of twenty years, the company thinks proper or desirable to remove their offices to some other parts within the limits of the city of Montreal, they will be entitled to dispose of the property thus to be donated and of the buildings thereon erected as being the owners and proprietors of the same, the title which they may give to the purchasers will be good and valid, it being well understood and upon the condition that the new offices to be so erected in other parts of the city of Montreal shall cost at least two hundred and fifty thousand dollars.

4. The city hereby declares that the property so intended to be granted is presently occupied by several tenants whom the city undertakes to remove as soon as possible, and with all due diligence ; but it is stipulated that if there is any unforeseen delay in such removal and that possession of the property cannot be given to the company on or before the first day of September next, the said company shall not be obliged to accept possession of the same after the said first day of September next, but the company will be entitled to no damages.

5. Previous to the final settlement of all the questions above-mentioned, including the ratification by the Legislature and the Crown, the company may take possession of the said property after the tenants have been removed, at its own risks and perils, for the purposes above-mentioned, but without any responsibility on the part of the said city, the company agreeing to claim no damages for any works, improvements and constructions erected by the said company on the said property in case the present agreement could not be carried out for any reason not imputable to the city, and in such a case the company shall be entitled to remove the improvements and materials put on the said property unless the city prefers to keep them at a valuation. It is well understood however that the donation of the said property by the city shall include the buildings presently thereon, and consequently the said company will have to demolish the same and use the materials thereof as it sees fit.

6. As regards the construction and contracting work in connection with the said buildings, the company shall give the preference, all things being equal, to Montreal contractors; and the workmen to be employed by the company or its contractors or subcontractors shall be residents of Montreal or of the surrounding municipalities, or regular employees of the company.

7. The cost and expenditure of the proposed legislation and ratification of the present agreement and concurrence of the Crown which the parties will seek to obtain, shall be borne by the city and the company jointly, but the said company alone shall pay the costs of these presents and of the accessories thereof and of a copy for the said city.

8. The final deed of donation upon the conditions above-mentioned of the said property by the city to the company will be executed when all the preliminary provisions of the present agreement are carried out and after the final completion of the buildings to be erected by the said company as aforesaid.

These presents were entered into on the part of the city of Montreal aforesaid pursuant to several interviews and propositions between the said city and the Grand Trunk Railway Company in the premises, as appears by the report of the special committee to that effect, one dated the seventh day of January last, another dated the fourth day of April last, submitted to the council of the said city on the twelfth day of the same month, another dated the eighteenth day of May last, concurred in by a report of the finance committee of the said city dated the twenty-sixth day of May last, amended and adopted by the council of the said city at its meeting of the sixth day of June last, and a resolution from the finance committee of the said city dated the twenty-eighth day of

June last, a draft of agreement having been prepared by the undersigned notary accordingly was submitted to the parties hereto for discussion, and after discussion and remarks thereon, a report was made by the Finance Committee of the said city, dated the twenty-sixth day of July last, and amended and finally adopted by the council of the said city on the twenty-seventh day of July last, copies of which resolutions, reports and other documents shall remain hereunto annexed after having been signed by the undersigned notary *ne varietur*.

THUS DONE AND PASSED at the said city of Montreal, on the day, month and year hereinabove firstly written, under the number three thousand nine hundred and forty-nine of the repertory of Me. Victor Morin, the undersigned notary.

And after due reading, the said parties, represented and acting as aforesaid, have signed these presents, and in the absence of the City-Clerk, the Assistant City-Clerk, to wit: Alphonse Gosselin, Esq., residing in the said city, has countersigned the same and has affixed thereto the seal of the Corporation of the said city, the whole in the presence of the said notary who has also signed.

	(Signed)	“ R. PREFONTAINE, <i>Mayor.</i> ”
	“	“ A. GOSSELIN, <i>Asst. City Clerk.</i> ”
[L. S.]	“	“ CHAS. M. HAYS, <i>General Manager.</i> ”
	“	“ VICTOR MORIN, <i>N. P.</i> ”

True copy of the original hereof remaining of record in the office of the undersigned notary.

	(Signed)	“ VICTOR MORIN,” <i>N. P.</i>
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