

one dollar nor more than twenty dollars, with or without costs, and the imprisonment, less than one day nor more than one month, with or without hard labor.

TITLE VI.

MUNICIPAL FINANCES.

Fiscal year. **83.** The fiscal year in the town for all taxes, licenses, assessments, imposts or annual dues, shall commence on the first day of January and terminate on the last day of December, in each year, whatever may be the date or time of the year at which such taxes, licenses, assessments, imposts or dues have been imposed or have become due.

Yearly statement of finance committee. **84.** Before the session of the council in November, each year, a statement of the expenses to be provided for and of the probable revenue for the ensuing fiscal year, shall be prepared; and the council, when levying the taxes for that year, shall be guided by that statement and add to the total of expenses ten per cent. of that total to cover unforeseen wants and deficiencies in collections.

Expenditure exceeding appropriations. **85.** No committee shall incur liabilities and spend more than the amount of its appropriation, without the unanimous permission of the council, in session; and should any committee exceed in liabilities and expenditure the amount of its appropriation, without such permission, the members of such committee shall be personally responsible for such excess.

CAP. LXIX

An Act to authorize and ratify by-law No. 136 of the town of Salaberry de Valleyfield, granting a commutation of taxes to the Montreal Cotton Company.

[Assented to 10th March, 1899.]

Preamble.

WHEREAS, the town of Salaberry de Valleyfield has, by petition, represented that, in 1874, the Montreal Cotton Company established a cotton factory within its limits, and has since employed a considerable number of workmen and has paid a large amount in wages;

That the growth of the population, due to the construction of that factory, has proportionately increased the importance and prosperity of the town;

That the company obtained exemption from taxation until the first day of January, 1891, and commutation of taxes until the first day of January, 1899, and that at the latter date the company will be bound in future to pay its municipal taxes in full ;

That the said company notified the council of the said town of its intention to make considerable additions to its factory, if the town would grant it further aid in the form of a bonus, exemption, or commutation of taxes ;

That, subsequently, the company represented to the town council that it would be in the interests of the town and of the company if a further commutation of taxes were granted.

That at that time certain difficulties existed between the town and the company with reference to the water-works, the sewers, extension of territory, the streets on the property of the company, and others, which it is expedient to settle at the same time to secure the greatest amount of mutual benefit ;

That on the 16th day of April, 1898, the council of the said town passed a by-law, being number 136 of its by-laws, granting for ten years, from the first day of January, 1899, a commutation of taxes in favour of the said Montreal Cotton Company, upon the said company paying to the town five thousand dollars per annum and complying with the conditions of the said by-law ;

That, on the 27th day of April, 1898, the said by law was unanimously approved by the electors of the town who are property holders, and accepted by the company on the 4th day of May, 1898 ;

That by the charter of the said town, 57 Victoria, chapter 63, as amended by the act 61 Victoria, chapter 59, the exercise of the powers conferred upon the town with respect to exemption and commutation of taxes not being subject to renewal, the said by-law was adopted conditionally upon the authorization and ratification of the same by the Legislature of this Province ;

That the authorization and ratification of such by-law would greatly contribute to the prosperity of the said town ;

Whereas, in its petition, the said town has prayed that an act be passed to that effect, and it is expedient to grant its prayer ;

Therefore, Her 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, by-law number 136 of the by-laws of the town of Salaberry de Valleyfield, granting a commutation of taxes to the Montreal Cotton Company for ten years, from

Certain by-law ratified and confirmed.

the 1st day of January, 1899, is authorized and ratified and shall have its full and entire effect.

Coming into
force.

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

SCHEDULE

BY-LAW NUMBER 136

BY-LAW authorizing the town of Salaberry de Valleyfield to grant aid in the form of commutation of taxes to the Montreal Cotton Company, and to settle certain difficulties existing between the said company and the said town.

At the regular monthly meeting of the council of the town of Salaberry de Valleyfield, held in the town-hall on Saturday, the 16th day of April, 1898, at three o'clock in the afternoon, in accordance with the adjournment of the last meeting conformably to the provisions of the charter of the town, at which meeting were present : His Worship the mayor, George M. Loy, and councillors, Messrs E. Gauthier, J. A. N. Bourassa, O. Longtin, L. Gendron, T. Bélanger and O. Billette, being all the members of the town council, under the presidency of his worship the mayor.

It was ordered and enacted by the council of the town of Salaberry de Valleyfield, and the said town council orders and enacts as follows, to wit :

Whereas, in 1874, the Montreal Cotton Company established a cotton factory within the limits of the town of Salaberry de Valleyfield, and has since then employed a considerable number of workmen, and has regularly paid its employees a large sum in wages ;

Whereas the growth of the population due to the construction of the factory has proportionately increased the importance and prosperity of the town ;

Whereas at the time when the said factory was established, the company obtained exemption from taxes for a certain number of years, which expired on the first day of January, 1891, and since the latter date the taxes on the said company and on the properties used for its industry were commuted, such commutation of taxes expiring on the first day of January next (1899) ;

Whereas all the privileges conferred upon the company by the said agreements for exemption and commutation of taxes were extinguished and ended on the first day of January, and the company was bound to pay its municipal taxes in full for the future ;

Whereas the company has proved to the council of the town that through the success of its operations in the town since its establishment it has greatly contributed to the material progress of the town ;

Whereas it has expressed its intention of making in the near future considerable additions to its factory, and has for these reasons requested the town to grant it further aid both in the form of a bonus in money or in bonds of the town, and in the form of exemption from, or commutation of, municipal taxes, or of each or several of such methods at the same time ;

Whereas by the charter of the town the exercise of the rights and powers conferred upon the town with reference to exemption or commutation of taxes is not subject to renewal ;

Whereas the town has always been well disposed towards the company, and is still prepared to grant it reasonable aid ;

Whereas the company has represented to the town that it would be in the interest of the town and of the company to grant it a further commutation of taxes on the terms and conditions hereinafter mentioned ;

Whereas certain difficulties exist between the town and the company with respect to the water-works, sewerage, annexation of territory, the streets on the property of the company, and others, to which it is advisable to put an end once and for all so as to secure the greatest amount of mutual benefit resulting from the adoption of the present by-law and its approval by the electors of the town, who are property holders. Therefore :

SECTION FIRST.

The council of the town of Salaberry de Valleyfield agrees to accept and accepts from the Montreal Cotton Company for a period of ten years, commencing to run from the first day of January, 1899, as the price of the commutation of all assessments upon the properties occupied by the company for the purposes of its industry, to wit : the manufacture of cotton only, as well as for the industry itself, both for the part now in operation, and for the additions and improvements that shall be made by the company during the said ten years, the sum of five thousand dollars (\$5,000,) annually, payable at the same time as other municipal taxes without discount.

SECTION SECOND.

The above-mentioned commutation shall be granted upon the following conditions, namely :

1. The company shall build, within the limits of the town of Salaberry de Valleyfield, additions or extensions to its present factory for the manufacture of cotton to an addi-

tional amount, including the necessary plant for the working of said factory, of at least four hundred thousand dollars, (\$400,000) such expenditure must be effected by the company on or before the first day of January, 1900, and the said company shall further give employment to at least three hundred persons on an average, over and above the present number of their employees, except however for a period of not more than thirty days in each year to enable it to effect repairs, unless an accident to the factory or an epidemic should imperatively call for the closing of the factory for a longer time ;

2. The company shall through one of its officers give the town twice a year on demand to that effect a list of the persons employed in its factory, with a solemn declaration or affidavit certifying to its correctness, that at the date of the declaration an average of at least 300 persons have been permanently employed, over and above the number of their present employees from the first day of January, 1900, or from the date of the last declaration ; and, in default of the company supplying such solemn declaration or affidavit within fifteen days from the date of the demand thereof made upon them by registered letter from the secretary-treasurer of the town, the company shall forfeit the benefit of the exemption of taxes granted by the present by-law for the current year.

In the event of the company not employing an average of 300 persons, over and above the number now employed by it, it shall pay annually to the town the sum of five dollars (\$5) for each person to whom it does not give employment as aforesaid under the present number of its employees :

3. All the employees of the company must reside within the limits of the town of Salaberry de Valleyfield, in default whereof the company shall pay annually to the town the sum of two dollars (\$2) for each person so employed by the company and who shall not reside within the limits of the town, representing the amount or annual value of the taxes which the town has a right to expect from the employees of the said factory in consequence of the sacrifices which it imposes upon itself in granting the said commutation

SECTION THIRD

The above commutation of taxes is granted solely, provided the other conditions which follow be fulfilled on both sides :

1. The company renounces in favor of the town all the rights which it has acquired to establish and maintain water-works within the limits of the town, by resolution of the town adopted at its meeting on the 7th day of September, 1881, and by various subsequent resolutions, and assigns and sells and makes over to the said town all the main pipes in

the streets, hydrants and private connections to a distance of two feet within private properties and buildings supplied with water from the said water-works, as well as the discharge pipes and sewers in the said streets, and laid by the company, both within the limits of the town and outside thereof in the parish of Ste. Cécile, on the property of the company or on that of other persons; in a word, everything forming part of the said water-works and the said sewers, with the exception of the reservoirs of the said company and the connecting pipes from Dufferin street, and it renounces the use of such reservoirs, or such others as the company might hereafter have belonging to them for the purpose, except for the use of the factories belonging to the said company.

The said abandonment and transfer are made in consideration of twenty thousand dollars (\$20,000) which the town shall pay to the company in cash, or in debentures of the town to the same amount bearing interest at four per cent. per annum payable half yearly, which debentures shall be redeemable in twenty-five years from the first day of May next (1899), and the town shall take possession of the water-works upon the payment of such sum, or upon the delivery of its debentures to the company.

This transfer is further made upon the following conditions :

(a) The company shall at its own expense have the necessary work done to cut the connection between its reservoirs and the pipes in Dufferin street.

(b) The town shall supply water from the Valleyfield water-works for the needs of the buildings situate on the company's properties hereinafter described at the same rates and subject to the same conditions and municipal regulations as in the case of other persons now supplied with water from the said Valleyfield water-works ;

2. To secure better protection for the said factories against fire, the town allows the company to connect its system with the main pipes of the water-works of the town in Dufferin street, by means of a valve put in by the said company, and maintained at its expense, and such valve shall be kept locked, the company supplying two keys to the town, one for the superintendent of the water-works and the other for the chief of the fire department, and each of the parties may open the valve in case of fire.

None of the parties shall open the valve except for the purpose of inspecting it, nor use the water belonging to the other except in the case of fire, without previously having obtained special permission from the other party ;

3. The company transfers and makes over to the town, without compensation, all the streets opened on its property, either in the present limits of the town, or in the territory which the company consents to annex to the town under the

present by-law, on condition that the town shall keep them in order for the use of the public like the other streets of the town, and for the needs of the locality.

The company undertakes to complete the macadamizing of the street called the Avenue, where such street runs through the property of the company ;

4. In the event of the town entering into an arrangement with the Government of Canada to assume the charge and maintenance of the drain made by the Government, now in the street within the limits of the town, and which discharges into that branch of the river Saint Lawrence serving as a tail-race to the factories, passing through the company's property, the latter consents that the town, through its officers and employees, shall have free access to the said drain and its surroundings on the property of the company for the purpose of inspecting the same, or making the necessary repairs to the said drain, and for keeping it in order and for making all necessary connections therewith, the whole without compensation ;

5. The town allows the railway line connecting the buildings of the cotton factory with the Canada Atlantic Railway to remain as it is at present, but the company shall maintain the crossings at its own expense, and shall be liable as regards the town for all damages which may be done through any cause whatsoever, because the said railway line is so built for the exclusive benefit of the company ;

6. The company consents that the following territory or property belonging to it and adjacent to the town be annexed to it, namely :

That extent of territory of irregular form situate in the parish of Sainte Cécile which forms part of the lots known and distinguished on the official plan and book of reference of the parish of Sainte Cecile, under the numbers eighty-seven (87), eighty-eight (88), eighty-nine (89), ninety (90) and ninety-one (91), bounded on the south partly by the northern limits of Salaberry de Valleyfield, and partly by that branch of the river Saint Lawrence which serves as the tail-race for the factories ; on the north, by the land taken for the Canada Atlantic Railway ; on the east, by parts of lots number eighty-five (85) and eighty-six (86), of the said parish ; and on the west, by the highway separating lots ninety-one (91) and ninety-two (92) from the said parish, and forming an area of about forty-nine (49) arpents, and fifty-one (51) perches, with the buildings thereon erected, except the lots sold to third parties. The territory so annexed shall form part of the North Ward of the town to which it shall be annexed for all purposes whatever. Nevertheless, in the event of by-law number one hundred and forty-one (141) of this council respecting the annexation of Belle Rive being adopted, the lots above described shall form part of the new ward established by such by-law ;

7. If, for any reason whatsoever, it should happen that the said land belonging to the company be not annexed to the town, then the company, over and above its ordinary taxes, commuted as aforesaid, shall pay to the town annually a sum of one thousand dollars (\$1,000) representing the annual revenue of which the town shall thus be deprived by such annexation not being effected, and upon which it relies in consenting to the above commutation hereby granted ;

8. The company consents to the town building a bridge over the tail-race between Petite Ile and Grande Ile, with a pier if necessary, at the expense of the town, but only when the dredging of the tail-race shall be completed, but at no time after six years if the said dredging be not completed within that delay ; and the company binds itself to give, free of charge, from its property on the north side of the tail-race, the street that shall be required to connect with the said bridge and Dufferin street ;

9. The town declares that the Cotton Company has complied with the requirement of by-law number one hundred and twenty one (121) respecting the establishment of an electrical power house and is entitled to enjoy the benefits of such by-law as regards such power.

It is hereby agreed that this declaration shall not be interpreted in such manner as to authorize any other company or person whomsoever to whom the Montreal Cotton Company might supply power, to take advantage of the exemption from taxation upon any of its industrial properties in the town or in existence, or which may hereafter be built and put in operation.

The said by law number one hundred and twenty-one (121) is amended accordingly ;

10. The company declares that it does not and will not in the future prevent the town discharging any of its drains into the tail-race at the places where they now discharge, or at other places which might be found more convenient in the future, and that it shall not for that reason be entitled to any compensation for any reason whatsoever.

SECTION FOURTH.

In order to pay the purchase price of the water-works' system belonging to the company :

1. The council of the town of Salaberry de Valleyfield is hereby authorized to effect a loan of twenty thousand dollars (\$20,000) ;

2. Twenty bonds or debentures, to the amount of one thousand dollars (\$1,000,) each, shall be issued under the signature of the mayor and the countersignature of the secretary-treasurer and the seal of the town ;

3. Such bonds shall be made payable at the Montreal Bank to bearer, in twenty-five years from the first day of May eighteen hundred and ninety-nine (1899), and shall bear interest, payable half-yearly on the first days of May and of November in each year, at a rate not exceeding four per cent. per annum, and coupons shall be annexed to the bonds for the payment of the interest thereon, which coupons, when signed by the mayor and countersigned by the secretary-treasurer (such signatures being lithographed or printed), shall be payable respectively to the bearers thereof, when and so soon as the half-yearly interest mentioned therein shall become due, and they shall when paid be delivered to the secretary-treasurer :

4. To extinguish the capital of twenty thousand dollars, (\$20,000) a sinking fund of one per cent. per annum on the amount of the said bonds is by this by-law established, and to provide for the payment of such sinking fund and of the interest to accrue on the capital, a special yearly tax of one thousand dollars is by this by-law imposed on all property taxable in similar cases within the town of Salaberry de Valleyfield to be apportioned yearly until the said bonds are paid.

Such special tax shall be due, leviable and payable in the same manner as the other taxes and assessments which the council is authorized to levy every year :

5. The sinking fund above established may be employed by the town council either in redeeming the bonds issued under this by-law according to the agreement which may be made between the lender and the town council, or in redeeming or paying any other bonds previously issued by the town.

SECTION FIFTH.

The Montreal Cotton Company shall not be entitled to the commutation granted to it by this by-law, nor avail itself of the other rights and powers hereby conferred upon it, unless it shall have notified the town council in writing of its intention to accept the same as well as the various conditions and stipulations set forth therein. Such notification and notice shall be given to the town council within thirty days following the approval by the electors of the town, who are property holders, in default whereof this by-law shall be null and void to all intents and purposes.

A solemn declaration as required by paragraph 3 of section second, establishing the number of the present employees of the company, shall accompany the notice of acceptance required under the foregoing paragraph. A copy of this by-law shall be sent to the company by registered letter of the secretary-treasurer of the town council, immediately after its approval by the electors of the town, who are property holders.

The town shall apply to the Quebec Legislature for a special act ratifying and confirming the present by-law, and, in the event of the said Legislature not deeming it advisable to grant such ratification and confirmation, and of the company being declared by a competent court to be liable for an annual tax heavier than that declared to be accepted by this by-law, it shall pay such heavier tax without any recourse against the town.

Proceedings for that object shall be taken under the direction of the town,, and the costs of such application and ratification shall be repaid to the town by the company.

(Signed,) GEO. M. LOY,

Mayor.

[L.S.]

C. A. LAVIMODIERE,

Secretary-Treasurer.

True copy,

(Signed.) C. A. LAVIMODIERE,

Secretary-Treasurer.

C A P. L X X

An Act to ratify and confirm a certain by-law of the town of Magog.

[Assented to 10th March, 1899.]

WHEREAS the corporation of the town of Magog has, by Preamble. its petition, prayed for an act to ratify and confirm by-law No. 60 passed, on the 8th of July, 1898, by the corporation of the town of Magog, exempting the Dominion Cotton Mills Company, limited, from all municipal taxes and assessments on the property of the company, situated within the limits of the corporation of the said town of Magog, for a period of twenty-five years; and whereas it is expedient to grant the prayer of the said petition;

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

I. The by-law, hereto annexed, passed by the corporation of the town of Magog on the 8th day of July, 1898, and known as by-law No. 60, exempting the Dominion Cotton Certain by-law confirmed.