

CAP. III

An Act to amend the act 60 Victoria, chapter 4, respecting the time within which the works upon certain railways are to be completed

[Assented to 15th January, 1898]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Time extended for completion of certain railways.

1. The time within which the works upon the Ottawa and Gatineau Valley Railway, the Baie des Chaleurs Railway, Orford Mountain Railway, and the Great Northern Railway, are to be completed is extended to the 31st of December, 1899.

Time extended for completion of certain railway.

2. The time within which the works upon the Pontiac Pacific Junction Railway are to be completed is extended to the 31st of December, 1898.

Coming into force.

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

CAP. IV

An Act respecting the Montreal Exposition Company

[Assented to 15th January, 1898]

Preamble.

WHEREAS, by Order in Council No. 648 of the 20th December, 1889, approved by the act 53 Victoria, chapter 96, section 29, the Commissioner of Agriculture and Colonization was authorized to sign for the Government a deed with the Montreal Exposition Company, in which should be stipulated, among other things, the following;

(a) That the Government should lease to the said Company for eighteen years, at a rent of one dollar per annum, the land known as the Mile End Exhibition Grounds, more fully described in the said Order in Council, and the buildings thereon erected;

(b) That the Company should have the right to purchase, during the next following five years, the said ground and buildings at their real value ascertained by arbitration, and

(c) That, if it should not buy them, the Government should pay it, on the expiring of the lease, the increased value, according to arbitration, which should be given to

the property by the new buildings which it should erect thereon, with the consent of the Government ;

Whereas a contract to that effect was passed on the 17th of October, 1890 :

Whereas, by a deed of agreement dated the 6th of May, 1895, authorized by the act 58 Victoria, chapter 5, section 2, the Government undertook, in consideration of the abandonment made by the company of its right of purchasing the said immoveable property :

(a) To pay to the company, during thirteen years, from the year 1895, every year that an exhibition should be held, a sum sufficient to indemnify it for any loss sustained by holding such exhibition, but not to exceed \$15,000, while reserving to itself the right to indicate to the company the manner of employing \$2,000 of the \$12,000 which it obliged itself to give in prizes ; and

(b) To pay to the company the value, according to arbitration, of the buildings which it had erected and of the improvements which it had made to the said immoveable property and of those which it should erect thereon and make thereto in the future out of its capital, less the sum of \$25,000, the value, fixed by the arbitrators, of the improvements existing at the time the company took possession of the property ;

Whereas, by another deed of agreement, dated the 10th July, 1896, approved by the act 60 Victoria, chapter 8, section 1, the above mentioned contract of the 6th May, 1895, was modified, and it was among other things stipulated :

(a) That the Government should pay to the Company \$15,000, to indemnify it for the losses incurred by the holding of the exhibition of 1895 ;

(b) That the company should be bound at the request of the Government to consent, within eighteen months thereafter, to a contract by which the Government would engage itself to pay to the company \$13,000 every year that an exhibition should be held, in place of reimbursing it for the losses incurred up to the sum of \$15,000, and

(c) That the Government should be bound to pay only the sum of \$13,000, for each exhibition held during the eighteen months allowed for the execution of the contract ;

Whereas the act 60 Victoria, chapter 8, contained, in addition to the approval of the deed of agreement of the 10th July, 1896, an authorization to the Government to put an end to the contract of the 6th May, 1895, and the agreement afterwards entered into, with the consent of the said company, upon the following conditions, as set forth in the said act :

“(a) The company shall keep the insurance money, to wit, the sum of \$34,000, which it received after the fire in the summer of 1896 ;

“(b) An arbitration to value the buildings shall be held in conformity with the provisions of the said contract of the 6th of May, 1895; but the Government shall in no case be obliged to pay for the said buildings, in consequence of the said arbitration, a sum exceeding \$60,000;

“(c) The Government shall for the future be discharged from the obligation of paying any sum whatever to the company for holding an exhibition;

“(d) The Government may pay the amount fixed by the arbitration, to the extent of \$60,000, on or before the 1st of August, 1897, but such payment shall be made only after deducting the sum of \$25,600 for the value of the buildings existing when the company took possession of the grounds;

“(e) The amount so payable after the said deduction shall be taken out of the price of the sale of the Exhibition grounds; but, if such sale has not taken place on the said 1st of August, or if on the said date the Government has not, out of the sale, drawn sufficient to pay the sum coming to the company, the Government shall pay interest at 4 per cent, for the whole time between the 1st August, 1897, and the 1st January, 1898, and thereafter at 6 per cent until paid;

“(f) The company shall not have any claim, either directly or indirectly, against the Government, for any cause whatever, saving for the sum coming to it under the said arbitration and for the sum of \$13,000, mentioned in the contract ratified by section 1 of this act, for the holding of the Exhibition of 1896”;

Whereas the proposed contract mentioned in the deed of the 10th July, 1896, by which the Government would be obliged to pay annually the sum of \$13,000, was never passed;

Whereas the company refuses to become party to the transaction authorized by the act 60 Victoria, chapter 8, section 2, which would put an end to the obligations of the Government towards it, giving as a reason that the limitation to \$60,000 of the sum which might be allowed for improvements was inserted in the said act against its protestations;

Whereas the Government is consequently still bound to carry out the contract approved by the act 58 Victoria, chapter 5, and it may be called upon to supplement for ten years still, up to the sum of \$15,000 yearly, the deficits of the company, and to pay, at the end of the said ten years, the real value of the additional value given to the immovable property by the company, in the manner above mentioned;

Whereas the increase in the expense for exhibitions over the receipts is every year becoming larger, and there is reason to believe that the Government will be called upon, after every exhibition, to pay to the company the

full sum of \$15,000, say for the ten years still to run a sum of \$150,000 ;

Whereas the immediate resiliation of the various contracts between the Government and the company, by the Government reimbursing to the latter the real value of the above mentioned improvements, would free it from the obligation of paying the said sum of \$150,000, whilst not increasing the obligation which it is bound to discharge after the payment of the said sum, if the said contract continued to subsist ;

Whereas, for the said reasons, it is in the public interest that the conditions prescribed by the act 60 Victoria, chapter 8, be modified so that the company may accept the same and consent to the immediate resiliation of the contracts between it and the Government ;

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

1. If the Montreal Exposition Company consents thereto, it shall be lawful for the Lieutenant-Governor in Council to resiliate all contracts between the Government and the said company, upon the following conditions :

Contracts between Government and Company may be annulled.

(a) The company shall keep the insurance money, to wit : the sum of \$34,000, which it drew after the fire which took place in the summer of 1896 ;

Company to retain certain insurance money.

(b) An arbitration shall be had for the appraisement of the buildings in conformity with the contract of the 6th of May, 1895 ;

Arbitration to value buildings.

(c) The Government may pay, on or before the 1st of August, 1898, the sum fixed by arbitration, less the sum of \$25,600 coming to the Government for the value of the buildings which existed when the company took possession of the grounds ;

When amount fixed by arbitration to be paid and what sum to be deducted.

(d) The amount payable to the company shall be taken out of the sale of the said grounds ; but, if such sale has not taken place on the said 1st of August, or if, on the said date, the Government has not, out of the proceeds of the sale, drawn sufficient to pay it, the Government shall pay interest thereon, at 4 per cent for the whole time between the 1st of August, 1898, and the 1st of January, 1899, and, thereafter, at 6 per cent until paid ;

Amount to be taken out of purchase price of lands.

Interest, if not paid before certain date.

(e) The company shall have no claim, either directly or indirectly, against the Government, except for the amount coming to it under the said arbitration, and, especially, the Government shall be discharged for the future from the obligation of paying any sum whatever to the company by reason of the holding of an exhibition.

Company to have no further claim against Government for any sum whatever.

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

Coming into force.