

as such trustees, until other trustees shall have been duly elected and shall have entered upon their duties in accordance with the provisions hereof.

Term of office  
of present  
trustees.

**12.** The present trustees shall remain in office until the first of January, eighteen hundred and ninety-six, when the present act shall come into effect.

Vacancies in  
present board  
how filled.

If, however, between the present time and the first of January, eighteen hundred and ninety-six, there should arise any vacancy among the present trustees who are bond or debenture holders, owing to death, resignation or otherwise, the trustee or trustees to be named to replace such shall be elected by the bondholders at a meeting to be convened for that purpose by the secretary-treasurer, by public notice given in the newspapers, and the said election shall, as far as possible, be made and held in the manner prescribed by this act, and all the provisions applicable to the election of trustees by the bondholders, shall apply in so far as practicable.

Inconsistent  
provisions re-  
pealed.  
Coming into  
force.

**13.** All provisions inconsistent with this act are repealed.

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

## C A P. L V.

An Act to amend the charter of the city of Montreal, 1889, and its amendments.

[Assented to 8th January, 1894.]

Preamble.

**W**HEREAS the city of Montreal has, by its petition, represented that it is expedient to amend its charter and the acts amending the same, and to grant it more ample powers, 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 :

Certain agree-  
ments with  
Canadian Pa-  
cific Railway  
Company con-  
firmed.

**1.** The deeds or agreements entered into between the city of Montreal and the Canadian Pacific Railway Company on the nineteenth of December, eighteen hundred and ninety-three, copies whereof are annexed to this act as schedules A and B, and all the conditions and stipulations therein contained, are ratified and confirmed, and the contracting parties are authorized to fulfil and carry out the conditions thereof according to their terms and tenor ; and power is granted to the said parties to do all things necessary to carry out the said deeds or agreements according to the intention of the contracting parties.

Power to car-  
ry out agree-  
ment.

Nothing in the said deeds or agreements shall be considered as derogating in any way from the rights already existing in favor of the city, or the obligations of the said company in favor of the city, which shall continue in force as if the said deeds or agreements had never been executed. Rights, &c., preserved.

The power to borrow, limited to fifteen per cent of the assessed amount, not exceeding one hundred and sixty million dollars, stipulated by chapter 56 of these statutes, intituled: "An Act to amend the charter of the city of Montreal," shall be interpreted as not including the special loan of one million dollars for the improvements of the harbour of the city of Montreal, authorized by the act 52 Victoria, chapter 79, section 139. Interpretation of limit of power to borrow under chapter 56.

**2.** Section 55 of the act 52 Victoria, chapter 79, is replaced by the following: 52 V., c. 79, s. 55, replaced.

**"55.** All elections for mayor or alderman in the said city shall be by ballot, and the principle of the Quebec Election Act, as contained in articles numbered from 293 to 416 of the Revised Statutes, inclusive, together with the forms referred to therein, save and except articles numbered 351, 362, 372, question No. 2 of article 318, and the form of oath of voters in article 318, which shall be in the form G of this act, shall, *mutatis mutandis*, apply to such elections, and shall govern the same and all matters relating thereto not expressly provided for by this act. Election to be by ballot. Quebec Election Act to apply with certain exceptions.

But the council shall have power, by by-laws, duly made, from time to time, to alter the details of the procedure in the conduct of the election, and in the taking of the ballots, provided that in so doing they do not make provisions conflicting with the principle of the said articles. Power of council to alter details by by-law. Proviso.

The council may also embody in such by-laws any amendments to such articles that may be hereafter passed by the Legislature; and, in all questions arising in respect of elections under this act, the said articles amended, altered or added as aforesaid, shall be read as forming part of, and shall form part of this act. Power, by by-law, to embody amendments to law.

In applying the said articles to elections to be held under this act, the words: "returning officer," in any of such articles, shall mean the chairman of the board of revisors; the words: "deputy returning officer," shall mean the person having charge of any poll. Interpretation of words.

**3.** Section 58 of the act 52 Victoria, chapter 79, as replaced by section 4 of the act 56 Victoria, chapter 49, is replaced by the following: Id., s. 58, replaced.

**"58.** At the close of the polls, the city clerk shall receive the returns from the deputy-returning officers, and shall establish the total number of votes registered for each can- Duty of clerk on receiving returns.

Official report  
to be made by  
him.

Declaration of  
candidates  
elected.  
Notice there-  
of.

Replaces  
board of  
revisors.  
Casting vote  
of city clerk.

Certain pro-  
ceedings in  
expropriation  
ratified.

Proceedings  
authorized to  
be continued.

Power of  
council, when  
neighboring  
municipalities  
are annexed,  
by by-law :  
To establish  
differential  
assessments ;

To regulate  
representa-  
tion in coun-  
cil.

55-56 V., c. 49,  
s. 32, amend-  
ed.

Clause added  
after para-  
graph 1.

What to be  
annexed to  
petition for  
improve-  
ments.

Par. added  
after par. 5.  
Notice to be  
given by  
council in all  
cases of ex-

didate for the office of mayor or alderman. He shall then, after examining the ballot boxes, make an official report, which shall become part of the municipal records ; and, after the delay provided by the Quebec Election Act for recounting the ballots, or after such recount shall have taken place, as the case may be, he shall declare elected such candidates as have received the greatest number of votes for each number. He shall immediately give public notice thereof.

He shall, as returning officer, replace the board of revisors for all other proceedings not inconsistent with this section.

In all cases when the votes are equal, the city clerk shall give his casting vote."

**4.** The proceedings in expropriation had by the commissioners appointed for the widening of St. James street, in virtue of the acts 54 Victoria, chapter 78, and 55-56 Victoria, chapter 48, are ratified and confirmed, including the report of the majority of the commissioners ; and the commissioners constituting the said majority are authorized to act with a third, who shall be appointed in accordance with the procedure indicated in the city charter, to continue the proceedings and make the roll of apportionment on the properties already designated by the said commissioners as having to bear their share of the cost of the improvement.

**5.** If one or more neighboring municipalities are annexed to the city, it shall be lawful for the council of the city to pass a by-law, in the ordinary form, for the following purposes :

(a) To establish a system of differential duties or assessments, which shall take into account the special situation of the immoveables comprised in such municipalities, and to allow the council to determine what privileges and advantages shall be allowed to the said annexed municipalities ;

(b) To regulate the manner in which such municipalities shall be represented in the council.

**6.** Section 32 of the act 55-56 Victoria, chapter 49, is amended :

1. By adding, after paragraph 1 thereof, the following clause :

" All persons, requiring an improvement which necessitates an expropriation, shall annex to their petition an estimate of the value of their property or portion of their property and all claims for damages and compensation."

2. By adding, after paragraph 5, the following :

" 6. In all cases of expropriation, whether there is a petition or not, the council shall, by public notice, and by registered letter, call upon all the parties to produce, within

thirty days from the date of such notice, an estimate of the value of the property or portion of property to be expropriated, and in general all claims for damages and compensation, so as to be in a position to enter into arrangements and make offers; the city itself shall be obliged to make offers to each of the persons to be indemnified; if the amount so offered is exceeded by the decision or award of the commissioners, the costs of expropriation shall be borne by it; if, however, at the same time, the proprietor's demand exceeds, by twenty-five per cent, the amount definitively allowed him, each party shall pay their own costs.

proprietion  
and what to  
contain, &c.

City to make  
offers.

Payment of  
costs how to  
be governed.

The qualification of the expropriation commissioners is hereby raised to ten thousand dollars.

Qualification  
of commis-  
sioners.

Upon the petition of a majority in number and value of the proprietors on a part of a street, situated between two cross streets and shown on the homologated plan as having to be widened or opened, it shall be lawful for the council to order the expropriation of such parts of streets; and the cost of such widening or improvement shall be paid as follows, to wit: half by the city and half by the proprietors whose property is situate on both sides of such portion of street situated between the nearest cross streets, following an apportionment which shall be prepared and completed according to the usual formalities."

Proviso as to  
certain ex-  
propriations  
prayed for.

Cost thereof.

7. The said council may, by by-law, establish the level and alignment of the streets of the said city, and shall, upon demand, deliver to each proprietor, who shall pay the cost thereof, a copy of such certificate of level; and such level and alignment shall be binding upon the proprietors interested; but the city shall be responsible for the levels which it shall have given, without prejudice to the acquired rights of the proprietors.

Level and  
alignment of  
streets and  
certificate.

It may likewise, by resolution, establish and locate carters' stands or change them, upon a report of the police committee.

Carters'  
stands.

8. Sections 107, 117 and 118 of the act 52 Victoria, chapter 79, shall be amended in so far as they are hereby declared to apply to the special assessments or apportionments which have been omitted through a clerical error.

52 V., c. 79,  
ss. 107, 117  
and 118,  
amended for  
certain pur-  
poses.

9. St. Lambert street, in the said city, shall be widened and prolonged from St. James street to Commissioners' street, according to the plan designated under the letter "F," mentioned in the act 54 Victoria, chapter 78, section 2, paragraph 12.

Widening of  
portion of St.  
Lambert  
street.

The cost of the said improvement shall be defrayed by the city.

Cost thereof.

When proceedings to be commenced and completed.

Uniforms similar to that of police and fire brigade not to be used, &c.

The proceedings in expropriation shall be commenced at once, and shall be completed with all possible diligence.

Amendments to plan for widening part of Notre-Dame street, confirmed.

**10.** No person or company shall wear or cause to be worn any costume or uniform similar to that of the city police or the city fire brigade ; and every offender shall be liable to the penalty enacted by section 141 of the act 52 Victoria, chapter 79.

**11.** The amendments to the plan, homologated on the eleventh of May, 1892, of the widening of Notre-Dame street, from Frontenac street to Moreau street, and from Désiré street to the eastern limits of Hochelaga ward, are ratified ; and the said plans, as amended, shall be the homologated plans of the said parts of Notre-Dame street, in Hochelaga ward.

54 V., c. 78, s. 2, amended.

**12.** Section 2 of the act 54 Victoria, chapter 78, is amended by adding thereto the following paragraphs :

Widening of part of Guy street.

“ 14. To widen Guy street, from Dorchester street to William street, as shown upon the homologated plan of St. Antoine and Ste. Anne wards and upon the plan thereto annexed, upon the south-west side of the said street, following the formalities prescribed by the act 52 Victoria, chapter 79, as to the method of expropriation.

Cost how to be paid.

The cost of such improvement shall be borne and paid as follows : half by the city and half by the bordering proprietors.

When proceedings to be commenced, &c.

The proceedings in expropriation for the said street shall be commenced within a reasonable delay after the sanctioning of this act, and shall be carried on and completed with all possible diligence.”

Modified plan for widening part of St. Lawrence street, approved.

**13.** The plan for the widening of St. Lawrence street, from Sherbrooke street to the northern limits of the city, as amended by the council on the 11th July, 1892, is ratified, and shall be considered as the one and only homologated plan of the said section of St. Lawrence street.

Section added after s. 224, 52 V., c. 79.

**14.** The following section is added to the said act 52 Victoria, chapter 79, after section 224 :

Payment of half cost of expropriations.

“ **224a.** The city shall pay one half of the cost of the expropriations made in virtue of the three preceding articles.”

Coming into force.

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

## SCHEDULE A.

On this nineteenth day of the month of December, in the year of Our Lord eighteen hundred and ninety-three,

Before me, Onésime Marin, the undersigned notary public for the Province of Quebec, in Canada, residing and practising in the city and district of Montreal, in the said Province,

Came and appeared :

The city of Montreal, a body politic and corporate, having their office and principal place of 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, the Honorable Alphonse Desjardins, Senator, residing in the said city of Montreal; hereinafter styled "the corporation,"

Parties hereto of the first part,

And The Canadian Pacific Railway Company, a body politic and corporate having their office and principal place of business in the said city of Montreal, hereto represented and acting by Thomas G. Shaughnessy, of the said city of Montreal, Esquire, the vice-president of the said company, and by Charles Drinkwater, of the same place, the secretary of the said company, in their said qualities duly authorized, for the purposes hereof, by a resolution of the executive committee of the board of directors of the said company, bearing the date hereof, a copy whereof shall remain hereunto annexed, after being signed by the undersigned notary. *ne varietur*; hereinafter styled "the company,"

Parties hereto of the second part;

Which parties hereto of both parts have declared to the undersigned notary as follows, to wit :

Whereas it is in the interest of the corporation that the company should provide, construct and equip the buildings and terminal accommodation in the eastern portion of the city of Montreal, as hereinafter described, and it has been agreed between the said parties that the company shall do so on the terms and conditions hereinafter mentioned ;

Now these presents witness : that each of the parties to these presents doth hereby for itself and its successors covenant with the other and its successors and assigns as follows, that is to say :

1. The corporation covenant that they will acquire (in so far as they have not already acquired the same), and will, within the time hereinafter mentioned for that purpose, convey to the company an area of land in the city of Montreal, bounded on the North by Craig street, on the East by Lacroix street, on the South by Notre-Dame street, and on the West by Berri street, including the streets within

that area as shown on the plan attached hereto and forming part of these presents—and also that part of Parthenais Square (about 4000 feet), which is now in the possession of the company by a simple permission of the corporation ;

2. The company covenant that, the corporation having conveyed to the company the said area of land as aforesaid, the company will provide, construct and equip thereon, and fronting on Craig street, a building suitable for station purposes, and with good and sufficient accommodation for the passenger business of the company in that locality, at a cost of not less than three hundred and fifty thousand dollars, (\$350,000) including its appurtenances, and will forever maintain the same, the same to be according to plans, specifications, etc., to be mutually agreed upon by the parties, and to be of stone or pressed brick or such other similar material as may be approved, or part of one and part of the other, and to be not less than four stories high, with a frontage on Craig street of not less than three hundred feet in length and a depth of not less than sixty-six feet ;

3. The company will also erect and maintain freight sheds and other yard accommodation, substantially the same as, or equivalent to those indicated on the plan hereto attached and marked " A " ;

4. The company will also construct and maintain an overhead passage at least twenty feet wide, from Notre-Dame street to the said station on Craig street for the convenience of foot passengers desiring to reach it from the level of Notre-Dame street :

5. The corporation covenant that they will construct and maintain a bridge for highway purposes along Notre-Dame street, from Berri street to Lacroix street, as shown on the said plan, of such a height as to make the land below it available for railway purposes, but the upper level of the said bridge must not be higher than the level of Notre-Dame street, and to give the company the right to use the land below the said structure, as they may require for railway purposes :

6. The company covenant that they will convey, with legal warranty, to the corporation, the following properties, clear of all incumbrances, belonging to them and known as " Bellerive Park," " Macdonald property," " Military Stores' property," and a lot at the corner of Berri and St. François streets, known as part of lot cadastral number twenty-nine (29) in the East ward, and containing about three thousand two hundred and sixty-five (3,265) square feet ; and also such title as they have, if any, to the following lots of land situated at the corner of Poupart and Mignonne streets, being the lots numbers twenty-seven, twenty-eight, twenty-nine, thirty-four, thirty-five, thirty-six,

thirty-seven, thirty-eight, thirty-nine and forty (27, 28, 29, 34, 35, 36, 37, 38, 39 and 40) of the subdivision of the lot number one thousand three hundred and sixty-four (1,364) of the official plan and book of reference of St. Mary's ward : and the amount of the award that may be made for any of these properties before they are duly conveyed to the corporation as aforesaid, shall be due and payable to the corporation and not to the company ;

7. The corporation covenant that they will contribute and pay to the company, in aid of the providing, constructing and equipping the said building by the company as aforesaid, the sum of one hundred and fifty thousand dollars ;

8. The company covenant that they will, at all times, give to other railway companies reasonable station facilities on the said premises and within the building to be so erected as aforesaid, on being secured proper compensation therefor ; and, in case the parties cannot agree as to compensation, the railway committee of the Privy Council shall fix and determine the amount of compensation and the manner of the payment thereof ; and that, whenever and as soon as the railway communication through the city shall be made between the present Windsor station of the company and the said new station, the company undertakes that every through passenger train leaving Montreal shall either start from or pass through the said new station, and shall also start from or pass through Windsor street station ;

9. The corporation is to convey the said properties as aforesaid on or before the first day of September next, (1894) or such other date as the parties may agree upon, and the company is to complete the said building as aforesaid on or before the thirtieth day of November, eighteen hundred and ninety-six, or such other date as the parties hereto may agree upon ;

10. All the preceding clauses of this agreement are to come into effect and be binding on the said parties, respectively, as soon as this agreement is confirmed by an Act of the Parliament of the Province of Quebec, and the company has been enabled by the Parliament of Quebec to convey the properties which, under the terms of this agreement, they are to convey to the city free of all incumbrances, and each of the parties hereto doth hereby covenant to join with and assist the other in procuring the necessary legislation to carry out and give effect to the present agreement.

Thus done and passed at the said city of Montreal, on the day, month and year first above written, under the number seventeen thousand, two hundred and thirty-seven of the repertory of Mr O. Marin, the undersigned notary.

And, after due reading, the parties hereto have signed, and Alphonse Gosselin, Esquire, Assistant Clerk of the said



city, residing in the said city of Montreal, has countersigned them 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), " ALPH. DESJARDINS, Mayor."  
 " " A. GOSSELIN, Asst. City Clerk."  
 " " The Canadian Pacific Railway Co'y.,  
     by THOS. G. SHAUGHNESSY,  
                     Vice-President."  
 " " C. DRINKWATER, Secretary."  
 " " O. MARIN, N.P."

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

(Signed), O. MARIN, N. P.

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#### SCHEDULE B.

On this nineteenth day of the month of December, in the year of Our Lord eighteen hundred and ninety-three,

Before me, Onésime Marin, the undersigned notary public for the Province of Quebec, in Canada, residing and practising in the city and district of Montreal, in the said Province,

Came and appeared :

The city of Montreal, a body politic and corporate, having their office and principal place of 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, the Honorable Alphonse Desjardins, Senator, residing in the said city of Montreal ; hereinafter styled " the city,"

Parties hereto of the first part,

And The Canadian Pacific Railway Company, a body politic and corporate, having their office and principal place of business in the said city of Montreal, hereto represented and acting by Thomas G. Shaughnessy, of the said city of Montreal, Esquire, the vice-president of the said company, and by Charles Drinkwater, of the same place, Esquire, the secretary of the said company, in their said qualities duly authorized for the purposes hereof by a resolution of the executive committee of the board of directors of the said company, bearing the date hereof, a copy whereof shall remain hereunto annexed, after being signed by the undersigned notary, *ne varietur* ; hereinafter styled " the company."

Parties hereto of the second part,

Which parties hereto of both parts have declared to the undersigned notary as follows, to wit :

That The Canadian Pacific Railway Company aforesaid is held and firmly bound to the said city of Montreal in the sum of six hundred thousand dollars, to be paid to the city or their attorney, successors or assigns, for which payment, to be well and truly made, the company do hereby bind themselves and their successors firmly by these presents, sealed with their seal and signed by their vice-president and secretary.

Whereas the city and the company have entered into a mutual agreement dated this day, respecting the erection by the company of a large railway station and freight facilities and appurtenances in the eastern part of the city of Montreal, and the payment by the city of certain sums of money in aid thereof, as well as the conveyance by each of them to the other of certain lands as therein specified ; the whole on the terms and conditions set out in the said agreement, which agreement is to be binding on the parties, respectively, as soon as the requisite legislation to that effect shall be obtained ;

Now, the condition of the above written obligation is such that, if the said requisite legislation be obtained, and if thereafter the company fail in the fulfilment of any of their obligations under the said agreement, then the above written obligation shall be and remain in full force and effect, otherwise it shall be null and void.

Thus done and passed at the said city of Montreal, on the day, month and year first above written, under the number seventeen thousand, two hundred and thirty-eight of the repertory of Mr. O. Marin, the undersigned notary.

And, after due reading, the said parties, represented and acting as aforesaid, have signed, and Alphonse Gosselin, Esquire, assistant-clerk of the said city, residing in the said city of Montreal, has countersigned them 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,)	" ALPH. DESJARDINS, Mayor."
"	" A. GOSSELIN, Asst. City Clerk."
"	" The Canadian Pacific Railway Co'y., by THOS. G. SHAUGHNESSY, Vice-President."
"	" C. DRINKWATER, Secretary."
"	" O. MARIN, N. P."

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

(Signed), \_\_\_\_\_ O. MARIN, N. P.