

By-Law no. 237

A Bylaw to approve and authorize the execution of an agreement respecting the entrance of the Calgary and Edmonton Railway into the City of Edmonton.

Whereas the Calgary and Edmonton Railway Company and the Canadian Pacific Railway Company have requested the corporation of the City of Edmonton to enter into an agreement with them (said companies) in regard to the completion of the construction of the line of the Calgary and Edmonton Railway across the North Saskatchewan River, and for the purpose the building of a subway and overhead bridges and the closing of certain streets parts of certain streets and lanes ~~and for other~~ and the providing of other matters as particularly described and set out in the agreement hereinafter mentioned and for the settlement of various matters in dispute between the corporation and the companies regarding the construction and operation of said railway within the limits of the City.

And whereas the municipal Council of the City of Edmonton in Council duly

assembled ~~have~~ has this 28<sup>th</sup> day of October 1909 approved of and adopted as the agreement to be entered into between the said Companies and the Corporation, the agreement a duplicate copy whereof is attached as a schedule hereto:

And whereas the said municipal council deem it expedient before finally entering into said agreement on behalf of the corporation to refer the same to the burgesses for approval:

Now therefore the Municipal Council of the City of Edmonton duly assembled enacts as follows:—

1. That upon the final passing of this By-law an agreement be entered into between <sup>Corporation of the</sup> the City of Edmonton of the one part and the Calgary and Edmonton Railway Company and the Canadian Pacific Railway Company in the words and figures set out in the duplicate agreement hereto attached as a schedule and that the Mayor and Secretary-Treasurer affix the seal of the Corporation to such agreement and execute the same on behalf of the Corporation of the City of Edmonton.

~~first passing of this by-law.~~

Provisionally  
~~was~~ passed in Council this  
28<sup>th</sup>  
~~19~~<sup>th</sup> day of October 1909

Robert Lee  
Mayor

J. M. G. Crowell  
Secretary Treasurer

by the Council  
Finally passed this 23<sup>d</sup> day of November 1909

Robert Lee  
Mayor  
J. M. G. Crowell  
Secretary Treasurer

Copy of Section 21 of Agreement, dated 30th day of November, 1909,  
Between the City of Edmonton, The Calgary and Edmonton  
Railway Company and The Canadian Pacific  
Railway Company.

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21. The Corporation is to be responsible and care for and assume all liabilities in connection with the continued sufficiency and the repairs and maintenance of the said vehicular, pedestrian and tramway decks and attachments and any and all planking, paving, coverings and structures which may be placed thereon for the use of street, pedestrians vehicular and tramway traffic and for all expense required or necessary therefor and the C & E and Pacific Companies are to be free therefrom. But the C & E and Pacific Companies are to be responsible and liable for and relieve the Corporation from all damage or injury to the said decks and attachments, planking and paving caused by the negligence of them or either of them. And the Corporation is to be responsible and liable for and relieve the said Companies from all damages or injury to the balance of the said bridge, not including said decks and attachments and to the Pacific Company in the use thereof caused by the negligence of the Corporation or any persons or Corporations using the said decks, attachments, planking, paving, covering or structures for vehicular, pedestrian or tramway purposes or with the knowledge and consent of the Corporation for any other purpose or in any other way; but nothing in these clauses shall give to any third person any claim or cause of action. Should the Corporation allow the said decks, attachments and structures or any of them to be so far out of repair and good condition as in the opinion of the Pacific Company to cause injury or damage to the balance of the said bridge, the Pacific Company may put the same in good condition and repair and charge the expense thereof to the Corporation, which the Corporation will forthwith on demand pay. And the Corporation is to pay to the Companies whenever required by such Companies the proportion of the cost of

such maintenance and repair as the Companies may think necessary for the portion of the whole bridge and bridge structure which supports said decks and attachments as the increased cost of the said bridge and bridge structure with such decks and attachments less the cost of the paving and structures put on such decks by the Corporation, bears to the cost of such bridge as would be necessary for the purposes of the Companies without such decks and attachments. And the said Companies may paint the whole of the said bridge including such decks and attachments from time to time as the Companies may think proper, and on demand of the said Companies the Corporation will pay to the Companies the proportion of the cost of such painting ascertained as hereinbefore mentioned.