

Clerk's Office.



214-1901 Archives

Edmonton, N.W.T.,189

By-Law No 214

A By-Law authorizing the execution of certain agreements respecting the Edmonton Yukon & Pacific Railway

The Municipal Council of the Town of Edmonton duly assembled enact as follows; -

The Mayor and Secretary-Treasurer of the Town of Edmonton are hereby authorized to execute on behalf of the Town, and to attach the corporate seal of the Town to, the two agreements copies of which are hereunto annexed and marked "A" and "B"

Done and passed in Council this 7th day of August A.D. 1901

A. W. Mackenzie

Mayor

Geo. J. Sinnclair

secretary - Treasurer

A

AGREEMENT, made the *7th* day of *August*
A.D.1901;

Between THE MUNICIPALITY OF THE TOWN OF EDMONTON, (hereinafter called "the Town"), of the first part, WILLIAM MACKENZIE, DONALD D. MANN and RODERICK J. MACKENZIE, (hereinafter referred to as "Mackenzie, Mann & Co."), of the second part, and GEORGE McAVITY, THOMAS McAVITY, GEORGE W. JONES, JAMES DOMVILLE, FRANKLAND STETSON, JAMES ROBINSON, ALLAN HALEY, BENJAMIN F. PEARSON, WILLIAM B. ROSS and H. M. WHITNEY, (hereinafter called "McAvity and others"), of the third part.

WHEREAS certain agreements have hitherto been made between the Town and The Edmonton, Yukon and Pacific Railway Company, (hereinafter called "the Company"), and McAvity and others, or some of them, with reference to the undertaking of the Company, the construction of its lines, its capital stock and other matters;

AND WHEREAS an agreement has been made between the Company and the Town providing for the construction by the Company of a portion of its line of railway and declaring the rights and agreements of the parties and releasing the Company from any agreements theretofore made between it and the Town;

AND WHEREAS Mackenzie, Mann & Co. have acquired control of the Company and of all capital stock thereof from McAvity and others, or some of them, McAvity and others being or including all the Directors of the Company and all the stockholders thereof;

AND WHEREAS it is unnecessary that any of the said agreements hitherto made should continue, and the said agreement between the Company and the Town was made upon the condition and understanding that this agreement should be executed;

NOW THEREFORE, in consideration thereof and in pursuance of the said understanding, the Town does hereby release and discharge McAvity and others and each of them from all and every covenant, proviso and condition contained in any of the said agreements heretofore made, and from all claims and liabilities thereunder.

IN WITNESS WHEREOF this agreement has been duly sealed and executed.

IN THE PRESENCE OF:)

B

AGREEMENT, made the
A.D.1901;

7th
day of August

Between THE EDMONTON, YUKON AND PACIFIC RAILWAY COMPANY, hereinafter called "the Company", of the first part, and THE MUNICIPALITY OF THE TOWN OF EDMONTON, hereinafter called "the Town", of the second part.

WHEREAS various agreements have been hitherto made between the Company and the Town with respect to the construction of the Company's railway, or a portion thereof, and with respect to other matters;

AND WHEREAS the Company has hitherto been unable to arrange for the construction of its railway, but has now arranged with Mackenzie, Mann & Co., Contractors, for the construction of that portion of its railway hereinafter mentioned;

AND WHEREAS it is expedient that the understandings and agreements between the parties should be embodied in one agreement in order that the rights and positions of each party with respect to the other may be clearly defined, and this agreement is executed for that purpose;

N O W the parties hereto covenant and agree as follows:-

1. All agreements heretofore made and now existing between the Company and the Town are hereby rescinded, and each party hereby releases and discharges the other from all claims and liabilities under and in respect thereof, and the parties declare that the rights and positions of either party with respect to the other are and shall be as embodied in this agreement.

2. The Company covenants with the Town that the Company, ~~will on or before the~~ day of ~~1901~~ ~~commence and thereafter~~ with all convenient speed, will continue the construction of a line of railway from some poi

on the present line of The Calgary and Edmonton Railway at or near Strathcona to some point within that portion of the Town of Edmonton described as follows, viz., the Easterly boundary being the Easterly boundary of River Lot Fourteen, the Northerly boundary being Eleventh Street in River Lots Twelve and Fourteen, Sixth Street in River Lot Ten and a line drawn Westerly from Sixth Street parallel to the Northerly boundary of the Town Limits on The Hudson's Bay Company's reserve, *to a point directly opposite Ninth Street on the said Reserve*, the Westerly boundary being a line drawn from the last mentioned point Southerly down Ninth Street to the River, and the Southerly boundary being the River; or to some point within that portion of the Town of Edmonton which falls within a radius of one mile from the present post office in the Town; such railway to be carried across the existing bridge over the Saskatchewan River between Edmonton and Strathcona belonging to the Dominion Government, the crossing and use of said bridge for such purpose to be under and subject to the terms of the agreement between the Company and the Dominion Government in reference thereto.

3. The Company shall so far complete the said railway on or before the *first* day of *November*, 1901, as to admit of the running of trains thereon, and shall *within at least thirty days thereafter* at the said point in the Town of Edmonton establish a station, at which shall be erected suitable and sufficient buildings for the storage of freight and the accommodation of passengers, and the Company shall from and after the said *first* day of *November* and so long as the line of The Calgary and Edmonton Railway Company shall continue to be operated, and so long as the said bridge across the Saskatchewan River is maintained in a condition to admit thereof, continu-

ously operate the said line of railway in such manner that trains for the carriage of passengers ^{and goods} shall be continuously run over the said railway to and from the said station in the said Town in close connection with and at least as frequently as the corresponding schedule trains running on the line of the said The Calgary and Edmonton Railway Company, and so that freight coming on any other trains running on the said line of The Calgary and Edmonton Railway Company to Stratheona and billed for Edmonton and similar traffic offered to the Company at Edmonton for shipment to or over The Calgary and Edmonton Railway shall be carried to or from Edmonton as the case may be with all reasonable dispatch.

4. The said station and the same or like buildings shall be maintained in existence and use so long as the said line shall be operated, provided that the Company may at any time or times change the site of the said station and buildings to any other site within the limits of the Town described above.

5. The Town does hereby grant to the Company, so far as in its power, the free right of use of the said bridge for all the purposes of the said line of railway, but the Company shall not unnecessarily incommode ordinary traffic over the said bridge, and the Town reserves the right to grant to any other railway company, on fair and equitable terms, in so far as it has the power, concurrent rights of user of said bridge to no greater extent than those hereby granted to the Company.

6. The Town hereby grants to the Company the right of running its tracks along such of the streets of the Town as are on the "Flats", that is, the portion of the Town south of the high hill running along the southerly portion of the Town; also the right of running its main line along any of the other

streets of the Town running northerly and southerly west of Seventh Street on The Hudson's Bay Company's reserve and running easterly and westerly north of Seventh Street in River Lots Twelve and Fourteen. The grant contained in this paragraph is subject to the provisions of The Railway Act; and the Company does hereby expressly assume all liability by reason of the claim of any and every person who may claim that his property or rights are injuriously affected thereby or in consequence thereof.

7. If the said line of railway so to be constructed be not completed and the operation thereof be not bona fide commenced within the time ^{after the expiration of the said term} aforesaid the Town may give to the Company thirty days' written notice to put an end to its default, and, unless before the expiration of the said thirty days the said line is in actual bona fide operation according to the true intent and meaning of this agreement, the Town may ^{such of} revoke ^{as it sees fit} the grants and rights given to the Company hereunder and may order the Company to remove from any of the streets of the Town any tracks which it may have put down, and the Company shall comply with such order.