

# BILL

No. 33 of 1911.

An Act to permit the Council of the City of Edmonton without referring the matter to the Burgesses to enter into an Agreement with the Calgary and Edmonton Railway Company and the Canadian Pacific Railway Company for the purpose of varying a certain Agreement made between said City and said Companies and set out as a Schedule to Chapter 5 of the Statutes of Alberta, 1910 (First Session).

(Assented to 1911.)

WHEREAS a petition has been presented by the municipal corporation of the City of Edmonton alleging that certain errors have been discovered in the plans and specifications referred to in a certain agreement dated the 20th day of October, 1909, made and entered into between the City of Edmonton, the Calgary and Edmonton Railway Company and the Canadian Pacific Railway Company and validated and confirmed by chapter 5 of the Statutes of Alberta 1909 (First Session), and praying that the council of the City of Edmonton may without referring the matter to the burgesses for their assent enter into the agreement printed as a schedule hereto in order to rectify the said errors and to provide for certain changes in the works mentioned in said validated agreement, and it is expedient to grant the prayer of said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

1. The council of the municipal corporation of the City of Edmonton may and they are hereby authorized and empowered, without referring the matter to the burgesses for their assent, to enter into and have executed by and on behalf of the city the agreement printed as a schedule hereto.

2. The said agreement upon being executed by the said city and the said the Calgary and Edmonton Railway Company and the Canadian Pacific Railway Company shall be valid and binding upon the parties thereto.

3. In the event of any further errors being discovered in the plans and specifications relating to the works contemplated by said agreement of the 20th day of October, 1909, or any necessary changes therein being expedient for the proper carrying out of said works the council of the City of Edmonton may and they are hereby authorized and empowered, without referring such matters to the burgesses for their assent, to enter into any further or other agreement with said railway companies that it may deem expedient.

4. Nothing in this Act shall be deemed to authorize the said council to borrow any moneys for the purposes aforesaid except in the manner provided by *The Edmonton Charter*.

## SCHEDULE.

MEMORANDUM OF AGREEMENT made in triplicate this Thirtieth day of November, A.D. 1911.

Between—

THE CITY OF EDMONTON, hereinafter called "the Corporation,"

Of the First Part,

and

THE CALGARY AND EDMONTON RAILWAY COMPANY, hereinafter called "the C. & E. Company,"

Of the Second Part,

and

THE CANADIAN PACIFIC RAILWAY COMPANY, hereinafter called "the Pacific Company,"

Of the Third Part.

Whereas by a certain agreement made between the parties hereto and dated the twentieth day of October, A.D. 1909, validated and confirmed by Act of the Legislature of the Province of Alberta, being chapter 5 of the Statutes of the Province of Alberta passed in the tenth year of the reign of His Majesty King Edward the Seventh the parties hereto covenanted and agreed with respect to the construction of certain works in said in part recited agreement more particularly mentioned to be performed in accordance with plans and specifications to said agreement annexed;

And whereas certain errors have been discovered in the said plans and specifications and it is desirable to substitute new plans in lieu thereof in order to rectify the said errors and to provide for certain changes and alterations in the said works now desired by the corporation;

Therefore it is mutually understood and agreed by and between the parties hereto:

1. That the plans hereto annexed marked "A", "B", "C", "D" and "E" respectively be and the same are hereby substituted for the respective plans "A", "B", "C", "D" and "E" attached to the said in part recited agreement of the twentieth day of October, A.D. 1909, and the said agreement shall be read and construed in all respects (*mutatis mutandis*) as if the said substituted plans hereto annexed were now and had always been the plans attached to said in part recited agreement and the said in part recited agreement is hereby amended accordingly.

2. That the bridge at Victoria Avenue shall in accordance with the substituted plan thereof hereto annexed be forty-two feet in width instead of forty feet as in said in part recited agreement mentioned; and the corporation will pay to the Pacific Company upon the commencement of the construction of said bridge at Victoria Avenue the sum of one thousand three hundred dollars (\$1,300.00), being the amount fixed upon between the parties hereto as the difference between the cost of a forty- and a forty-two foot bridge.

3. That the bridge at McKay Avenue shall in accordance with the substituted plan thereof hereto annexed be fifty-two feet in width instead of fifty feet as in said in part recited agreement mentioned; and the corporation will pay to the Pacific Company upon the commencement of the construction of said bridge at McKay Avenue the sum of one thousand three hundred

dollars (\$1,300.00), being the amount fixed upon between the parties hereto as the difference between the cost of a fifty and a fifty-two foot bridge.

4. That the subway at Jasper Avenue shall in accordance with the substituted plan thereof hereto annexed be one hundred feet in width instead of eighty feet as in said in part recited agreement mentioned; and the corporation will pay to the Pacific Company upon the commencement of the construction of said subway the sum of five thousand four hundred dollars (\$5,400.00), being the amount fixed upon between the parties hereto as the difference between the cost of a sixty foot subway as originally proposed and the hundred foot subway with approaches from Tenth Street as shown upon the plan thereof hereto annexed. The said payment of five thousand four hundred dollars (\$5,400.00) shall be in lieu of the payment of five thousand five hundred dollars (\$5,500.00) in said in part recited agreement mentioned.

5. Provided and it is understood and agreed that the C. & E. and Pacific Companies shall not be obliged to do any work in connection with the construction of those portions of the Jasper Avenue subway and McKay and Victoria Avenue bridges which lie to the east of the west limit of Ninth Street.

And provided further and the corporation agrees that the corporation shall do all work in connection with the diversion of the street railway tracks and appliances for the purpose of the construction of the said subway and relay same through the said subway upon the completion thereof, the companies agreeing to permit the corporation to use such portions of the lands of either of them as may be required for such diversion during the time of the construction of the said subway.

6. That the said in part recited agreement of the twentieth day of October, A.D. 1909, is hereby ratified and confirmed subject to such variations and alterations therein as are hereinbefore mentioned.

In witness whereof the parties hereto have executed these presents.

No. 33

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THIRD SESSION

SECOND LEGISLATURE

2 GEORGE V

1911

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BILL

An Act to permit the Council of the City of Edmonton without referring the matter to the Burgesses to enter into an Agreement with the Calgary and Edmonton Railway Company and the Canadian Pacific Railway Company for the purpose of varying a certain Agreement made between said City and said Companies and set out as a Schedule to Chapter 5 of the Statutes of Alberta, 1910 (First Session).

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Received and read the

First time . . . . .

Second time . . . . .

Third time . . . . .

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EDMONTON:

JAMES F. RICHARDS, Government Printer  
A.D. 1911