

BILL

No. 7 of 1925.

An Act to validate and confirm a certain Agreement entered into among the Canadian Northern Railway Company, the Grand Trunk Pacific Railway Company and the City of Edmonton, and to validate and confirm certain By-laws of the City of Edmonton.

(Assented to _____, 1925.)

WHEREAS a petition has been presented by the City of Edmonton, the Canadian Northern Railway Company and the Grand Trunk Pacific Railway Company to validate and confirm a certain agreement made among the said companies and the city and by the city to validate and confirm certain by-laws of the city passed in pursuance of the said agreement;

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

1. By-law No. 82, 1924, of the City of Edmonton, and the agreement therein referred to dated the fifth day of November, 1924, both of which are set out in schedule A hereto, are and each of them is validated and confirmed in all respects as fully as if the provisions of the said by-law and agreement had been enacted by the Legislative Assembly of this Province as of the respective dates thereof, and the same are declared (so far as within the competency of this Legislative Assembly), to be binding upon the City of Edmonton, the burgesses and ratepayers thereof, and the said Railway Companies.

2.—(1) All the highways, streets, lanes and parts thereof purporting to be closed by said By-law No. 82, 1924, are hereby declared to have been validly closed by the said by-law and the soil and freehold thereof are hereby vested in the city.

(2) The filing of a copy of this Act certified under the hand of the Clerk of the Legislative Assembly of the Province of Alberta shall operate as a transfer of the said portions of said highways, streets and lanes to the city, and the city shall be entitled to obtain a certificate of title therefor upon payment of the proper fees.

3. It is hereby declared that the City of Edmonton has and had power to pass all by-laws necessary to raise the moneys paid or agreed to be paid by it under the provisions of said agreement and any other moneys now or hereafter required to carry out the provisions of said agreement.

4. That the several by-laws assented to by the burgesses of the city on the sixth day of October, 1924, and thereafter finally passed by the council of the City of Edmonton authorizing the issue of debentures, namely:

By-law No. 76, 1924, finally passed on the fourth day of November, 1924, and intituled, "A By-law to create a debt in the sum of \$238,000.00 for the purpose of raising part of the moneys required for the purpose of carrying out the engagements to be performed by the city arising out of an agreement between it and the Canadian Northern Railway Company and the Grand Trunk Pacific Railway Company, and to issue debentures in the said sum";

By-law No. 77, 1924, finally passed on the fourth day of November, 1924, and intituled, "A By-law to create a debt in the sum of \$33,000.00 for the purpose of raising the moneys required to be contributed by the City of Edmonton for the construction of a foot passenger bridge over the tracks and yards of the Canadian Northern Railway Company at 109th Street;" and the assessments thereby imposed or authorized to be imposed or necessary to be imposed and each and every of them are validated and confirmed and declared to be legal, valid and binding upon the City of Edmonton and the ratepayers or burgesses thereof, and the same shall not be open to question in any court on any ground whatever; and all debentures and coupons thereto attached, issued or to be issued or purporting to be issued under the same or either of them are hereby declared to be legal, valid and binding on the City of Edmonton and the ratepayers or burgesses thereof, and the same shall not be open to question in any court on any ground whatever.

5. This Act shall come into force on the date that it is assented to.

SCHEDULE A.

BY-LAW No. 82, 1924,
OF THE CITY OF EDMONTON.

A By-law to authorize the execution of a certain agreement among the Canadian Northern Railway Company, the Grand Trunk Pacific Railway Company and the City of Edmonton, and to grant the said companies the rights, privileges and exemptions therein set forth, and to close parts of certain streets and lanes as provided in said agreement.

Whereas the council of the City of Edmonton, pursuant to the provisions of *The Edmonton Charter*, referred to the burgesses of the city the question of whether it should pass a by-law authorizing the execution by the city of the agreement, a copy of which is hereto annexed;

And whereas at the voting thereon on the sixth day of October, 1924, 1803 votes were cast in the affirmative and 351 votes in the negative, as appears by the report of the returning officer received by the said council on the eighth day of October, 1924;

And whereas by said agreement it is provided that the parties thereto will unite in applying to the Legislature of the Province of Alberta for an Act to confirm and validate the same and declare it binding upon the parties thereto, and further provides that the agreement is subject to such confirmation and validation;

Now therefore the municipal council of the City of Edmonton, duly assembled, enacts as follows:

1. The mayor and city clerk of the City of Edmonton are hereby authorized, empowered and directed for and on behalf of the city to affix to said agreement (a copy of which is hereunto annexed), the corporate seal of the city in their presence and under their hands.

2. The City of Edmonton hereby grants to the said companies the rights, privileges and exemptions, including the fixed taxation purported to be granted by the said agreement, subject to all the covenants, provisoes, conditions, restrictions and other terms fully set forth therein.

3. There are hereby stopped and closed up the following portions of streets and lanes, viz:

Parcel "A"—All that portion of 98th Street (Fraser Avenue), being in River Lot ten (10) and as shown on Plan "A": Commencing at the north-east corner of lot six (6) in block eight (8), thence northerly along the eastern boundary of block eight (8) one hundred and ninety-eight (198) feet, more or less, to the south-east corner of lot thirteen (13) in the said block eight (8); thence easterly eighty (80)

feet, more or less, to the south-west corner of lot eighteen (18) in block seven (7), thence southerly along the westerly boundary of block seven (7), one hundred and ninety-eight (198) feet, more or less, to the north-west corner of lot twenty-five (25), in the said block seven (7); thence westerly eighty (80) feet, more or less, to the point of commencement.

Parcel "B"—All that portion of 99th Street (Queens Avenue), being in River Lots eight (8) and ten (10), and as shown on Plan E.F. and Plan A, aforesaid: Commencing at the north-west corner of lot six (6), in block eight (8), in River Lot ten (10); thence northerly along the westerly boundary of the said block eight (8), one hundred and eighty-eight (188) feet more or less, to the point of intersection of the same with the northerly boundary of the right-of-way of the Canadian Northern Railway, as shown upon registered plan C.N.R. No. 9 of the same; thence westerly and perpendicular to the westerly boundary of the said block eight (8), sixty-six (66) feet, more or less, to a point on the westerly boundary of 99th Street (Queens Avenue); thence southerly along the westerly boundary of 99th Street (Queens Avenue) one hundred and eighty-eight (188) feet, more or less, to the point of intersection with a line drawn westerly and perpendicular to the westerly boundary of the aforesaid block eight (8), from the point of commencement; thence easterly along the said line drawn perpendicular to the westerly boundary of the said block eight (8), sixty-six (66) feet, more or less, to the point of commencement.

Parcel "C"—All that portion of 100th Street (McDougall Avenue), being in River Lots six (6) and eight (8), and as shown on Plan E.F. aforesaid: Commencing at the south-west corner of lot ninety-two (92), in River Lot eight (8); thence northerly along the easterly boundary of 100th Street (McDougall Avenue) five hundred and fifty (550) feet, more or less, to the north-west corner of lot one hundred and one (101) in River Lot eight (8); thence westerly eighty (80) feet, more or less, to the north-east corner of lot one hundred and twenty-five (125), in River Lot six (6); thence southerly along the westerly boundary of 100th Street (McDougall Avenue) five hundred and fifty (550) feet, more or less, to the south-east corner of lot 109, in River Lot six (6); thence easterly eighty (80) feet, more or less, to the point of commencement.

Parcel "D"—All that portion of 105th Avenue (Lysle or Clark Street), situated in River Lot six (6), and as shown on Plan E.F. aforesaid, lying to the east of 101st Street (First Street) and to the west of 100th Street (McDougall Avenue).

Parcel "E"—All that portion of 105th Avenue (Lysle or Clark Street) situated in River Lot eight (8), and as shown on Plan E.F. aforesaid, lying to the east of 100th Street (McDougall Avenue) and to the west of 99th Street (Queens Avenue).

Parcel "F"—All that portion of 105th Avenue (Clark Street) situated in River Lot twelve (12), and as shown on Plan "D," aforesaid, commencing at the north-east corner of Lot eighteen (18), in block fourteen (14), in said River Lot twelve (12); thence easterly along the northerly boundary of the said block fourteen (14), four hundred and seventeen (417) feet, more or less, to the north-east corner of the said block fourteen (14); thence northerly along the westerly boundary of 96th Street (Kinistino Avenue) a distance of forty-five (45) feet, to a point; thence in a southerly direction and in a straight line to the point of commencement.

Parcel "G"—All that portion of 105th Avenue (Clark Street) situated in River Lot fourteen (14), and as shown on Plan "D" aforesaid, commencing at the north-west corner of block thirteen (13), in the said River Lot fourteen (14); thence northerly along the easterly boundary of 96th Street (Kinistino Avenue) sixty-six (66) feet, more or less, to the south-west corner of block 16; thence easterly along the southerly boundary of the said block 16, to the point of intersection with the southerly boundary of the right-of-way of the Grand Trunk Pacific Railway Company, as shown upon registered Plan No. 7690-S of the same; thence south-westerly in a straight line across the said 105th Avenue to a point on the south boundary thereof, thirteen (13) feet easterly from the north-west corner of lot seventeen (17), of the said block thirteen (13); thence westerly along the north boundary of the said block thirteen (13), to the point of commencement.

Parcel "H"—All that portion of the lane in block seven (7), in River Lot ten (10), as shown upon Plan "A," aforesaid, commencing at the south-west corner of lot seven (7), in the said block seven (7); thence northerly along the easterly boundary of the said lane to the point where the said boundary intersects the northerly boundary of the right of way of the Canadian Northern Railway, as the same is shown on registered plan C.N.R. No. 9; thence in a westerly direction twenty (20) feet, more or less, to the intersection of the said northerly boundary of the right of way with the westerly boundary of the said lane; thence southerly along the said westerly boundary of the lane to the south-east corner of lot 24, in the said block 7; thence easterly twenty (20) feet, more or less, to the point of beginning.

Parcel "I"—All that portion of the lane to the rear of lots eighty-eight (88) to ninety-seven (97) inclusive in River Lot 8, Plan E.F., commencing at the north-east corner of lot eighty-eight (88); thence westerly along the north boundary of lots eighty-eight (88) to ninety-two (92) inclusive to the north-west corner of lot ninety-two (92); thence twenty (20) feet northerly to the south-west corner of lot ninety-two (92); thence easterly along the south boundary of lots ninety-three (93) to ninety-seven (97) inclusive to the south-east corner of lot ninety-seven (97); thence twenty (20) feet southerly to the point of commencement.

4. Forthwith after the ratification of the said agreement and this by-law by the Legislature of the Province of Alberta, the city shall transfer to the Canadian Northern Railway Company free of charge and free of encumbrances, the said parts of streets and lanes closed as herebefore mentioned, and also the other parcels of land specifically referred to in clause 13 of the said agreement.

5. Notwithstanding the execution and sealing of said agreement by the parties thereto, the same in so far as it is beyond the corporate powers of the city shall not become effective until it is confirmed and validated and declared binding upon the parties by the Legislature of the Province of Alberta.

Done and passed in council this fourth day of November, A.D. 1924.

CORPORATE SEAL
OF THE CITY
OF EDMONTON.

(*Sgd.*) DANIEL K. KNOTT,
Deputy Mayor.
(*Sgd.*) CHAS. ED. K. COX,
City Clerk.

MEMORANDUM OF AGREEMENT made and entered into this fifth day of November, A.D. 1924.

Among—

THE CANADIAN NORTHERN RAILWAY COMPANY (hereinafter called the "Northern Company"), of the first part; Approved as
to form only.
G. M. H.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY (hereinafter called the "Pacific Company"), of the second part; Approved.
H. O. D.

and

THE CITY OF EDMONTON, in the Province of Alberta (hereinafter called "The City"), of the third part. Approved.
A. E. W.,
Gen. Mgr.

Whereas the Northern Company operates a railway into and through the city and in connection therewith has established passenger and freight terminal in the city;

And whereas the Pacific Company also operates into and through the city and in connection therewith has also established freight terminals in the city, but is using the passenger station and facilities of the Northern Company;

And whereas the systems of the Northern Company and the Pacific Company are now co-ordinated;

And whereas the Northern Company contemplates the extension and improvement of its said facilities, and with this end in view the city and the Northern Company desire to provide *inter alia* for the construction of certain subways, and the closing and conveyance to the Northern Company of certain streets and lanes.

THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants of the parties hereinafter contained, the parties have agreed as follows:

THE NORTHERN COMPANY AGREES—

1. Subject to the approval of the Board of Railway Commissioners of Canada, and subject to the proviso hereinafter in this clause contained,—

(a) 'As soon as possible to construct a subway underneath the tracks of the Northern Company at 101st (First) Street of the width of 56 feet between curb faces and 76 feet between faces of abutments, and

(b) To construct and have completed within a period of six years from the date hereof a subway under the tracks of the Northern Company and the Pacific Company at 97th (Namayo Avenue) Street for the full width of the said street, or such greater width as the Northern Company may decide. The construction of said two subways to include concrete walks, paved roadway from curb to curb, electric lighting, any necessary rearrangement thereon or thereunder of all civic utilities, mains and services (excepting gas mains), all the above to be in accordance with the present standard of construction; the city to provide the current for

the electric lighting. The said subways when constructed shall be public highways substituted at the said points for the present streets at level and shall have the same seniority as now attaches to the said streets at level.

Provided, however, that the Northern Company shall be under no obligation to commence work on either of the said subways until the city shall have passed valid by-laws for the closing and conveyance of and shall have conveyed to the Northern Company the portions of 98th, 99th (Queens Avenue) Street, 100th (McDougall Avenue) Street, 105th (Clark Street) Avenue, and 105th (Columbia) Avenue, and of certain lanes and other parcels of land, all as hereinafter stipulated.

2. To thereafter maintain the said subways as regards both the substructure and superstructure, but not the paving, sewers, watermains, street car tracks, telephone equipment or electric lighting, all of which shall be maintained by the city at its own expense.

3. To construct and have completed within a period of five years from the date of the passing by the city of the by-laws hereinbefore referred to on a location to be fixed by the Northern Company between 99th (Queens) Street and 101st (First) Street (instead of on the Hudson's Bay Reserve as previously agreed upon) a new one-storey station with the main entrance facing on 100th Street and with the customary facilities for railway traffic; the foundations of the said station shall be such as will permit of additional storeys being added at a future date.

4. To quit claim, as it hereby quit claims, to the city the rights of the Northern Company to the northerly part of 105th Avenue (formerly Clark Street) between 95th (Syndicate) Street and 97th (Namayo Avenue) Street (excepting that portion covered by trackage of the Northern Company shown colored red on the attached plan which is authenticated as relative hereto and is made part hereof) and also to quit claim, as it hereby quit claims, to the city lot one (1), and all the rights of the Northern Company in the southerly 20 feet of lots 40 to 43, both inclusive, all in block 15, part of River Lot 12, excepting the right-of-way of the North-West Biscuit Company, Limited, spur through the said lot 1 and lots 40 to 43, as it is at present or may hereafter be relocated.

5. If in consequence of the closing or transferring of the portions of streets and lanes hereinafter mentioned, or if in the event of any lawful claim for compensation or damages against the city by reason of the construction of the said subways or the closing of the streets hereinafter mentioned, the city is obliged to pay compensation or damages to owners or occupiers of or other persons interested in land injuriously affected, the Northern Company agrees to indemnify the city in respect of the compensation or damages so paid:

Provided, however, that in no case shall such compensation or damages be paid by the city to any such persons without the consent of the Northern Company, or as the outcome of legal proceedings instituted against the city:

Provided that the city shall notify the Northern Company of any actions, suits, writs, notices, claims or demands made or served on the city in connection with or by reason of the closing or transferring of said portions of streets and lanes, or the construction of said subways or crossings or any other thing done hereunder, and shall forthwith mail copies thereof to the Northern Company at Winnipeg, and the Northern Company shall have the right, at its option and at its own cost, in the name of the city, to appear in and defend or compromise any such action, claim, demand or other proceeding commenced against the city, to assume the conduct on behalf of the city of any arbitration proceedings commenced under the provisions of *The Edmonton Charter* arising out of any of the matters aforesaid (with right to appeal any award) and to resist payment of any sum or sums of money or compliance with or fulfilment of any such claim or demand or otherwise as the Company may think fit. The Northern Company also agrees to indemnify the city against all costs incurred in connection with all such claims, arbitrations and proceedings:

Provided the city shall give all assistance in its power to the Northern Company to enable it to investigate, settle or defend any such action, claim or demand, or to conduct any such arbitration. Should any property belonging to the city be damaged or affected by the construction of the said subways or the closing of the said streets, the city shall make no claim against the Northern Company or the Pacific Company in respect thereof.

6. Subject to the approval of the Board of Railway Commissioners, to permit the city at its own expense to enter upon the premises of the Northern Company and to construct and maintain a foot or traffic bridge over the railway tracks of the Northern Company at 109th (Ninth) Street with the necessary supports, the plans of which bridge, however, shall be first submitted to and be approved of by the Northern Company; and to assume the cost of any rearrangement of railway tracks which may be rendered necessary by reason of the erection of the said bridge. It is understood and agreed that at no time hereafter shall any cost, charge, or expense be imposed upon the Northern Company or its property in respect of the said bridge. The Northern Company shall make no charge against the city for the right to place the supports or foundations of the said bridge on the right of way of the Northern Company. The construction and maintenance of the said bridge shall be carried out in such a way as shall not unduly interfere with the operation of the railway.

7. In any contract which the Northern Company may let or enter into for the construction of said subways or other works contemplated hereunder the Northern Company shall insert and enforce the provisions of its present standard form of contract as follows: "The workmen and laborers employed by the contractor in or about the works shall be paid such rates of wages as may be currently payable to workmen and laborers engaged in similar occupation in the district in which the said works are being constructed." That in all such contracts the Northern Company will also stipulate that its contractors will employ so far as possible all such laborers and workmen as can be procured locally.

8. Subject to the approval of the Board of Railway Commissioners to permit the city at its own expense to construct and maintain a subway at 98th (Fraser Avenue) Street under the tracks of the Northern Company, the plans of such subway to be first approved by the Northern Company.

THE PACIFIC COMPANY AGREES—

To quit claim as it hereby quit claims to the city all the rights granted by the city to the Pacific Company to construct and operate tracks on the northerly 40 feet of 104th (Mackenzie) Avenue, under agreement dated 6th March, 1906, as amended by agreement of 7th May, 1914.

THE CITY AGREES—

1. To assume and pay to the Northern Company, after completion of the said subways, and within three (3) months of receipt of statement of cost thereof, one-third of the cost of the said subway at 101st (First) Street; and one-half of the cost of the said subway at 97th (Namayo Avenue) Street. While it is the intention of the Northern Company for the present to construct the superstructure of the subway at 101st Street of a width sufficient to accommodate four tracks, it is understood that the superstructure will eventually be extended to accommodate four additional tracks in which event the city will bear one-third of the cost of extending the said superstructure.

In estimating the cost of the said subways for the purpose of this agreement, the Northern Company and the Pacific Company shall credit to the cost of the said subways any contribution which the Northern Company or the Pacific Company may receive from the Grade Crossing Fund.

It is understood and agreed that if the city when rearranging its utilities on, in or under said subways, desires to adopt a higher standard of construction than that now obtaining for the streets or public utilities in the said subways, any additional cost attributable to such higher standard shall be borne by the city.

2. To close and convey to the Northern Company free of charge and free of encumbrance those portions of 98th Street, 99th (Queens) Street, 100th (McDougall) Street, and 105th (Clark Street) Avenue colored red on the said plan hereto attached, including any lanes between 97th (Namayo Avenue) Street and 101st (First) Street, shown colored red on said plan:

Provided, however, that until the subway hereinbefore provided for to be constructed at 101st (First) Street, is completed and opened for traffic, the Northern Company and the Pacific Company shall permit the use by the city and the public of temporary crossings over the railway tracks at 98th Street and 100th (McDougall) Street, and the lanes aforesaid:

Provided that the city shall during the enjoyment of such temporary crossings be responsible for the maintenance of the highway portion of said crossings, and that upon the completion of the said subway at 101st (First) Street the Northern Company shall be entitled without notice to close up said temporary crossings by fences or otherwise as it may be deemed fit. The costs incurred by the city for the maintenance of the highways portion of the said crossings during the enjoyment of such temporary crossings shall be treated as part of the cost of the construction of the said subway at 101st (First) Street:

Provided that the city shall not be required to convey that part of 105th (Clark Street) Avenue between 96th and 97th Streets until the Northern Company shall obtain for it the right to carry said 105th Avenue over the spur of the Northwest Biscuit Company, Limited, through said lot 1, block 15.

3. To close and convey to the Northern Company the southerly 45 feet of 105th (Columbia) Avenue from 109th (Ninth) Street to 119th (Nineteenth) Street, except the intersection of 116th (Sixteenth) Street and to consent, as the city hereby consents, to the Northern Company laying, maintaining and operating two main line tracks and one switching track on the said 45-foot strip, including said intersection; subject to the Northern Company assuming the cost of the removal and re-erection, on the opposite side of the said portion of said 105th Avenue of the existing electrical wires and standards of the city.

4. At its own cost to maintain the paving, sidewalk, drainage, watermains and electric lighting, telephone equipment, and other civic utilities under the said subways hereinbefore referred to, including the supply of electric current for the said lighting.

5. The city agrees to the principle that it will be necessary in the near future to construct a street car line or loop in the vicinity of the new station hereinbefore provided for. The details of the said line or loop to be settled later between the parties hereto.

6. In the event of the Northern Company constructing freight sheds, warehouses and similar trackage facilities up to the northerly street line of 104th (Mackenzie) Avenue, to permit teams, trucks and other vehicles doing business at the said freight sheds to occupy the north half of 104th (Mackenzie) Avenue while doing such business.

7. To consent, as it hereby consents, to the rearrangement on such new location as the Northern Company may require of the existing trackage along or across 104th (Mackenzie) Avenue and 105th (Columbia) Avenue and to the operation of such tracks by the Northern Company, subject to the plans of such trackage being first approved by the city.

8. To consent, as it hereby consents, to the construction of an extra track on the existing right of way of the Northern Company between 96th (Kinistino Avenue) Street and 66th (Norton) Street (and to rearrange the present trackage between the said points), all with the same seniority rights as now exist.

9. Notwithstanding the closing and conveyance of the said portions of the streets and lanes mentioned in this agreement the city reserves the right, subject to the standard conditions and regulations of the Board of Railway Commissioners to maintain, repair and when necessary renew the sewers and watermains constructed under the said portions of the said streets and lanes.

10. To acquire and convey to the Northern Company free of encumbrance and for the price of one hundred thousand (\$100,000) dollars the Queens Avenue School property. Transfer and registration to be effected at the expense of the Northern Company.

11. To grant, as it hereby grants, to the Northern Company and the Pacific Company for a period of ten years from the date hereof a fixed assessment of their Edmonton Terminal property of \$500,000 for school and municipal purposes. For the purpose of this clause the expression Edmonton Terminals means and includes the property of the Northern Company and the Pacific Company between 96th (Kinistino Avenue) Street and 119th (Nineteenth) Street and between 104th and 105th Avenues, including the new station, freight sheds and other improvements which are now and which may be hereafter erected on said terminals: Provided that the said fixed assessment shall not affect the liability of the Northern Company or the Pacific Company for local improvement taxes or assessments.

12. To release, as the city hereby releases, the Pacific Company from its obligation under the said agreement of 6th March, 1906, to provide further terminal facilities other than those now provided, or to maintain a separate divisional point in the city.

13. To convey to the Northern Company free of cost and clear of encumbrances such of the following parcels of land as may be vested in the city, viz.: All of lot 99 in River Lot 8;

Those parts of lots 117 to 124 both inclusive, in River Lot 6, lying between the right-of-way of the Northern Company and the right-of-way of the Pacific Company;

Those parts of lots 93 to 96 inclusive, in River Lot 8, lying north of the right-of-way of the Pacific Company;

That part of lot 9, in block 8, and that part of lot 10, in block 7, all in River Lot 10, lying between the right-of-way of the Northern Company and the right-of-way of the Pacific Company;

Those parts of lots 8 and 25 lying south of the right-of-way of the Pacific Company, and those parts of lots 9 to 24 inclusive, all in block 14, River Lot 12, lying north of the right-of-way of the Pacific Company.

14. That the alignment of tracks shown on the said plan may be altered if found necessary in the vicinity of 97th Street to accommodate change in the location of the station and station facilities.

15. That where the company owns or acquires property on both sides of the streets closed by this agreement additional portions of such streets will be closed to enable properties so owned or acquired to be used to best advantage for railway purposes. This paragraph applies particularly but not exclusively to 100th Street opposite the Queens Avenue School property.

IT IS MUTUALLY AGREED—

1. That this agreement shall be binding upon and enure to the benefit of the successors and assigns of the Northern Company and the Pacific Company.

2. That the parties will unite in applying to the Legislature of the Province of Alberta for an Act to confirm and validate this agreement and declare it binding upon the parties hereto. Any expenses incurred in connection with such application will be borne one-half by the city and one-half by the Northern Company. This agreement is subject to such confirmation and validation.

3. That the provisions of any previous agreements between the Northern Company and the city, or the former town of Edmonton, or between the Pacific Company and the city incompatible with this agreement, are rescinded.

4. That for the purpose of diverting 105th (Clark Street) Avenue between 96th (Kinistino Avenue) and 95th (Syndicate Avenue) Street the Northern Company will acquire and transfer to the city lot 16, block 13, River Lot 14, and the city will dedicate said lot 16 and lot 37 in said block as a public highway.

In witness whereof the parties hereto have hereunto
affixed their corporate seals, attested by the hands of their
respective proper officials in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of	}	THE CANADIAN NORTHERN RAILWAY COMPANY,
CORPORATE SEAL OF THE CANADIAN NORTHERN RAILWAY COMPANY.		(Sgd.) W. D. ROBB, <i>Vice-President.</i> (Sgd.) HENRY PHILIPS, <i>Assistant Secretary.</i>

	THE GRAND TRUNK PACIFIC RAILWAY COMPANY,
	(Sgd.) W. D. ROBB, <i>Vice-President.</i>
CORPORATE SEAL OF THE GRAND TRUNK PACIFIC RAILWAY COMPANY.	(Sgd.) HENRY PHILIPS, <i>Assistant Secretary.</i>

Approved:
(Sgd.) GEORGE P. GRAHAM,
Minister of Railways and Canals,
Receiver.

	CITY OF EDMONTON,
	(Sgd.) DANIEL K. KNOTT, <i>Deputy Mayor.</i>
CORPORATE SEAL OF THE CITY OF EDMONTON.	(Sgd.) CHAS. ED. K. COX, <i>City Clerk.</i>

(Sgd.) JOHN C. F. BOWN.

No. 7.

FIFTH SESSION
FIFTH LEGISLATURE
15 GEORGE V
1925

BILL

An Act to validate and confirm a certain Agreement entered into among the Canadian Northern Railway Company, the Grand Trunk Pacific Railway Company and the City of Edmonton, and to validate and confirm certain By-laws of the City of Edmonton.

Received and read the

First time.....

Second time.....

Third time.....

EDMONTON:
J. W. JEFFERY, KING'S PRINTER
A.D. 1925