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No. 178.

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4th Session, 8th Parliament, 62 Victoria, 1899

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BILL.

An Act respecting the Quebec Harbour  
Commissioners.

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First reading, July 28, 1899.

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MR. FIELDING.

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OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1899

## An Act respecting the Quebec Harbour Commissioners.

**H**ER Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** The agreement set forth in the schedule hereto, between the Quebec Harbour Commissioners, hereinafter called “the Corporation,” and the Great Northern Railway Company, hereinafter called “the Railway Company,” is hereby ratified and confirmed. Agreement confirmed.
- 2.** The Corporation is hereby authorized to guarantee the interest for twenty years at three per cent per annum on special bonds, to be known as “Quebec Grain Elevator Bonds,” to be issued by the Railway Company to an amount not exceeding two hundred thousand dollars, subject to the terms and conditions of the said agreement; and the Railway Company is hereby authorized to issue the said bonds, but such issue shall form part of any issue of bonds now authorized to be made by the Railway Company, and nothing herein contained shall be construed as in any way increasing or adding to the borrowing powers of the Railway Company. Corporation may guarantee interest on company's bonds.
- 3.** All amounts payable by the Corporation under the guarantee provided for by the said agreement shall be a charge upon the revenue of the Corporation and shall have the same priority of payment as the interest on the debentures or bonds which the Corporation is authorized hereafter to issue under the Act passed during the present session of Parliament intituled *An Act to amend and consolidate the Acts relating to the Quebec Harbour Commissioners*, and shall rank equally with, but shall not be preferential to such interest. Charge on revenue.
- 4.** Section 36 of the last cited Act is hereby amended as regards paragraph 3<sup>o</sup> thereof, so as to make the principal and interest of all debentures or bonds now issued by the Corporation under the provisions of chapter 48 of the statutes of 1898 payable before and in priority to the principal and interest of debentures or bonds hereafter issued by the Corporation under the authority of the said Act passed during the present session of Parliament, and in priority to any interest payable under the guarantee provided for by this Act. Priority.

## SCHEDULE.

On this thirtieth day of June in the year of Our Lord one thousand eight hundred and ninety-nine.

Before the undersigned Mtre. Edouard J. Angers, Notary Public, duly commissioned and sworn in and for the province of Quebec, residing and practising at the city of Quebec, in the said province, personally came, appeared and present, Jean Baptiste Laliberté, of the city of Quebec, Esquire, Merchant, Chairman of the Quebec Harbour Commissioners, a body politic and corporate, whercof the chief place of business is situate at the city of Quebec, and James Woods, of the city of Quebec, Esquire, Secretary-Treasurer of the said Quebec Harbour Commissioners, the said J. B. Laliberté and J. Woods, acting herein in the name and for the profit and advantage of the said Quebec Harbour Commissioners and as specially authorized to sign and execute these presents by and in virtue of that certain resolution passed by the said Quebec Harbour Commissioners at a meeting held on the thirtieth of June, 1899 a duly certified copy of which resolution remains annexed to the original hereof signed by the parties hereto and by the said notary, *ne varietur*, who are hereinafter called "The Commissioners" of the First Part,—

And the Great Northern Railway Company, a body politic, duly incorporated by the Parliament of Canada, and represented herein by the Honourable John Sharples, Vice-President, and James Guthrie Scott, Secretary, duly authorized by a resolution of the Board of Directors of the Great Northern Railway Company of date 8th June, 1899, who are hereinafter called "The Company" of the Second Part,—

Which said parties have convenanted and agreed as follows:—

1. The Commissioners lease unto the said Company a site for a grain elevator, the site selected to be within the lot of ground adjoining the Custom House pond and embraced within the letters A. B. C. D. on the plan hereto annexed prepared by the Commissioners' engineer, for the purpose of constructing thereon a grain elevator of not less than one million bushels capacity, and capable of elevating grain from barges and other river craft, and with the right of laying tracks on said lot to reach and operate the same; but Commissioners will have the use of the said tracks free at all times, and to erect conveyors and galleries from the elevator to and along the new wharf fronting on the tidal basin, and to and along the new wharf extensions now being built by the Commissioners on the St. Lawrence front, for the purpose of shipping and receiving grain to or from ocean or lake vessels, subject to the instructions of the Commissioners' engineer as to the placing of such conveyors and galleries. The terms for the rental of the said site to be ten dollars per annum, and the duration of the lease to be for twenty years, and at the end of that period of twenty years the Company shall be entitled to a renewal of its rights under this agreement for another period of twenty years, and so on from time to time, the rental to be fixed on each such occasion by agreement of the parties or, if they fail to agree, then by arbitration in the usual manner.

Elevator to be completed ready for operation by the first day of May next (1900) and the work of construction commenced in a manner satisfactory to the Commissioners by the thirty-first December, 1899.

2. In the event of the elevator not being made use of by the Company or its assigns the Commissioners shall have the right to operate it if they see fit, upon the payment of five per cent per annum on the cost thereof as rental.

3. The charges for storing and handling grain by the Company, its assigns, or persons operating the elevator shall not be greater than the lowest charges now in force in Montreal for similar service, unless with the consent of the Commissioners.

4. In the event of the conveyors and galleries being made a part of any sheds erected by the Commissioners, then, in that event, the Great Northern Railway Company to pay for these conveyors and galleries the same price per lineal foot as independent conveyors and galleries would cost to erect, and in the event of the conveyors and galleries being erected previous to the sheds, the Railway Company shall then pay to the Commissioners any expense due to incorporating the conveyors and galleries with the shed. Also that any railway connections with the elevator be made at the Railway Company's expense, and that the ground plan of elevator with track connections and conveyor and gallery location showing construction of conveyors and galleries with head room, etc., be approved of by the Commissioners, before any work is proceeded with.

5. The Commissioners to have the option of taking over the elevator at any time during the term of the guarantee by paying to the owners the certified cost and ten per cent advance thereon.

6. The Commissioners agree to guarantee the interest for twenty years at three per cent per annum on special bonds known as Quebec Grain Elevator Bonds to be issued by the Railway Company to defray the cost of the said elevator to the extent of two hundred thousand dollars.

The elevator to be held as security by the Commissioners subject to the bonds aforesaid to the extent of two hundred thousand dollars for the payment of the interest so guaranteed, and the guarantee only to take effect when the elevator is completed and ready for operation. Such guarantee shall be a preferential charge upon the revenues of the Commissioners after the capital and interest of the bonds authorized by the Act 61 Vic., Cap. 48; but shall rank equally with, and not be preferential to the interest upon any other bonds which may hereafter be issued by the Commissioners in connection with improvements in the Harbour of Quebec.

The Commissioners' guarantee is not to exceed two hundred thousand dollars; but in the event of the said elevator being built ready for operation for less than two hundred thousand dollars, then the Commissioners' guarantee would be only for the exact cost of the elevator completed ready for operation. On completion of the construction of the elevator and previous to the Commissioners' guarantee going into force, the Company will be obliged to furnish to the Commissioners all necessary vouchers establishing the cost of constructing the elevator ready for operation.

7. The Company agrees to transfer the earnings of the elevator to the Commissioners to the extent of six thousand dollars per annum. If there is a deficit of the earnings of the elevator during the existence of the guarantee, and if such earnings are inferior to the amount of the said guarantee during any year of its duration, then the Commissioners shall have a recourse against the Company for such deficit or deficits.

It is also agreed if the said earnings aggregate an amount exceeding six per cent of the bond issue about to be made by the Company, the surplus over such percentage shall be deposited under the direction of the Commissioners and shall form a reserve fund which may be drawn upon when the net earnings of the elevator shall not be sufficient to pay six per cent on the said bond issue, in which case the reserve fund shall be used to pay such interest as may be due on the bonds.

The Commissioners will have at any time by their officers or by any one appointed for that purpose the right of examining and verifying all the receipts and disbursements of the elevator.

8. The Company shall have the right to transfer the privileges granted them by the above clauses to an elevator company or other corporation or firm to be approved of by the Commissioners.

9. This agreement, in so far as it provides for a guarantee of interest upon two hundred thousand dollars is subject to the Commissioners receiving power from the Parliament of Canada to execute the same.

10. The Commissioners hereby grant exemption from all harbour dues for a period of five consecutive years to the first Ocean Steamship Company, running under traffic agreement in connection with the Great Northern Railway, which will make Quebec its terminal point and load here full cargo of grain and other produce from Parry Sound or points on the Great Northern Railway, such exemption to cover all dues levied by the Commissioners, on vessel or cargo, except the usual charge for the use of the tracks on the dock, and the usual tariff for such portion of the cargoes as may make use of the freight sheds built or to be built on the docks or other property of the Quebec Harbour Commissioners, and also excepting the import and export dues of a tenth of one per cent on value of inward and outward cargoes. Sailing of such steamships to be not less frequent than once a fortnight during the season of navigation and conditionally upon an agreement being entered into by the Railway Company with a line of steamers to carry out this obligation and the service commenced within six months from the date of this agreement.

10a. The said Company shall be obliged to insure the said elevator, in a fire insurance company approved by the Commissioners, to the amount of not less than one hundred and twenty thousand dollars, and in case of failure on the part of the Company to effect such insurance, as soon as the liability of the Commissioners begins hereunder, then the said Commissioners shall have the right to do so, to the said amount at the expense of the Company, the amount of the said insurance to be reduced to the extent of the liability of the said Commissioners.

11. Upon the execution of the guarantee of interest upon two hundred thousand dollars, for the grain elevator, the Chairman of Quebec Harbour Commissioners shall be, *ex officio*, a director of the Great Northern Railway Company with a vote upon all matters concerning business connected with the elevator, and in the event of the privileges granted under this said agreement being transferred to an elevator company or other corporation, as provided in clause eight, the said Chairman of the Harbour Commission shall be a director of such Company or Corporation.—

For thus, &c ;

Done and passed at the city of Quebec, in the office of the Quebec Harbour Commissioners, by Mtre. Edouard J. Angers, Notary, on the day and year first above written under the number nine thousand four hundred and sixteen of his original deeds.—

In faith and testimony whereof the said parties have to these presents, first duly read, set and subscribed their names and signatures in the presence of the said Notary, also hereunto subscribing.—

(Signed)	J. B. LALIBERTÉ,
“	JAS WOODS,
“	JOHN SHARPLES,
	<i>Vice.-President, G.N.R.</i>
“	J. G. SCOTT,
“	E. J. ANGERS, N. P.