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No. 173.

5th Session, 8th Parliament, 63 Victoria, 1900

BILL

An Act respecting the Quebec Harbour
Commissioners.

First reading, June 5, 1900.

MR. FITZPATRICK.

OTTAWA

Printed by S. E. DAWSON

Printer to the Queen's most Excellent Majesty
1900

An Act respecting the Quebec Harbour Commissioners.

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

1. The modifications of the agreement ratified by chapter 35 of the statutes of 1899, embodied in the memorandum of agreement set forth in the schedule hereto, are hereby ratified and confirmed. Agreement in schedule confirmed.

2. Sections 3 and 4 of the said Act are repealed, and in lieu thereof it is enacted that the guarantee of interest mentioned in the said agreement and memorandum of agreement shall be a preferential charge upon the revenues of the Commissioners, after the capital and interest of the bonds authorized by chapter 48 of the statutes of 1898 and by section 35 of chapter 34 of the statutes of 1899. Interest on bonds. 1898, c. 48; 1899, c. 35.

SCHEDULE.

MEMORANDUM OF AGREEMENT.

In the year of our Lord one thousand nine hundred, on the eighteenth day of the month of April, before Cyrille F. Delage, the undersigned notary public, duly commissioned and sworn for that part of the Dominion of Canada called the province of Quebec, residing and practising in the city of Quebec, in the said province:

Personally came and appeared: Narcisse Rioux, of the city of Quebec, merchant, acting Chairman of the Quebec Harbour Commissioners, a body politic and corporate, having its principal place of business in the city of Quebec, and James Woods, of the same place, Esquire, secretary-treasurer of the Quebec Harbour Commissioners;

The said Narcisse Rioux and James Woods, acting in the name and for the benefit of the said Quebec Harbour Commissioners, specially authorized to sign and execute these presents, by and in virtue of a resolution passed by the said Quebec Harbour Commissioners, at a meeting held on the twelfth of the month of March last (1900), a copy of which resolution has been annexed to these presents, after being signed by the parties hereto and the undersigned notary, parties of the first part, and hereafter called 'the Commissioners';

And the Great Northern Railway Company, a body politic duly incorporated by an Act of the Parliament of Canada, having its principal place of business in the said city of Quebec,

represented in this deed by Honble. Pierre Garneau, of the city of Quebec, merchant, president, and Louis G. Scott, of the same place, Esquire, secretary of the said company, duly authorized to the effect hereof by resolution of the board of directors of the said company, at one of their meetings held on the fourteenth of the month of April instant, a copy of which resolution has been annexed to these presents, after being signed by the parties hereto and the undersigned notary, parties of the second part, and hereinafter called 'the Company.'

Whereas by deed of date the 30th June, 1899, passed before E. J. Angers, notary public, the parties agreed among other matters that the Company should construct an elevator upon land leased to them by the Commissioners, which elevator was to be complete and ready for operation by the first day of May next (1900) and the construction whereof was to be commenced on the thirty-first day of December now past, and further, that the Commissioners should guarantee interest for twenty years at three per cent per annum on bonds to be issued by the Company and known as the 'Quebec Grain Elevator Bonds,' to an extent of \$200,000, and further, that the Company should transfer to the Commissioners the earnings of the said elevator to the extent of six thousand dollars (\$6,000) per annum, and if the earnings aggregated an amount exceeding six per cent upon the bonds issued, such surplus should be deposited under the direction of the Commissioners. And whereas the parties are desirous of modifying the said agreement in several respects :

Therefore it is agreed as follows:—

1. The Commissioners declare themselves satisfied with the work done for the purpose of commencing the construction of the elevator prior to the 31st December last past and extend the time for the completion of the elevator to the first day of August next (1900).

2. The second paragraph of the seventh clause of the contract of the 30th June, 1899, above referred to, beginning with the words 'it is also agreed if the said earnings aggregate an amount exceeding six per cent, etc.', and ending with the words 'shall be used to pay such interest as may be due on the bonds,' is hereby abrogated and eliminated from the contract, and the following substituted therefor : The said Company shall, out of the first surplus earnings, deposit in a bank to the joint order of the Quebec Harbour Commissioners and the Company, a sum of twelve thousand dollars (\$12,000), to be applied to the payment of the interest on the bonds guaranteed by the Quebec Harbour Commissioners and shall maintain the said sum at twelve thousand dollars (\$12,000), provided, however, that such deposit shall not be required if the elevator be leased to the Great Northern Railway Company, on condition that the railway company shall pay a rental sufficient to pay the interest on all bonds guaranteed by the Quebec Harbour Commissioners and a sinking fund for such bonds.

3. The guarantee of interest stipulated by the sixth paragraph of the contract of the 30th of June, 1899, shall be given to bonds issued by the railway company in virtue of their charter, or to bonds which may be issued by any company to

which the Great Northern Railway Company shall transfer and assign their rights in the said contract, as provided by clause 8 thereof, provided that such company be approved of by the Commissioners and the said bonds be special bonds known as 'Quebec Grain Elevator Bonds.'

4. Inasmuch as the Company has contracted for the construction of an elevator designed for the unloading of grain brought by rail, but capable, with the addition of certain conveyors and galleries in excess of those now provided by the contract, of elevating grain from barges and other river craft, it is agreed that the provision of the contract of the 30th of June, 1899, and of the present contract, and guarantee stipulated thereby, shall apply to the elevator now contracted for, but the Commissioners shall not be obliged to guarantee bonds exceeding one hundred and seventy-five thousand dollars (\$175,000) in amount, the balance of twenty-five thousand dollars (\$25,000) of bonds to be guaranteed when the construction of a marine tower and conveyor sufficient to enable grain brought by river craft to be unloaded, shall be completed. The Company undertakes that it will proceed forthwith with the construction of a marine tower and conveyor to provide for the unloading of river craft, such marine tower and conveyor to be completed not later than the 30th August next and to be connected with the elevator. Provided, however, that the Quebec Harbour Commissioners will not be compelled to guarantee any bonds whatever unless the construction of the marine tower and conveyor within the specified time be, in their opinion, assured or completed.

Notwithstanding the dates above mentioned, the Commissioners shall have the power at their discretion, to further extend the time within which the construction of the elevator and of the marine tower and conveyor should be completed, if, in their opinion, it is advantageous to do so, and in such case the validity of this agreement and of the contract of the 30th June, 1899, shall be maintained to all effects and purposes whatever.

5. The capacity of the elevator shall be measured by the United States standard of four-fifths of a bushel to a cubic foot.

Thus done and executed, at Quebec, on the day, month and year first above written, under the number fifteen hundred and nine of the records of Cyrille F. Delage, the undersigned notary.

In witness whereof the said parties have signed with the said notary, also subscribing, after the reading done.

(Signed)

N. RIOUX.

JAS. WOODS.

P. GARNEAU.

LOUIS G. SCOTT.

CYRILLE F. DELAGE, N.P.

Copy of a resolution adopted at a meeting of the directors of the Great Northern Railway Company, held at the Company's office, Quebec, on the 14th April, 1900:—

Proposed by Jules Tessier, seconded by V. Chateauvert: That the president and the secretary be and are hereby authorized to sign and execute with the Quebec Harbour Com-

missioners an agreement amending the agreement of the 30th June, 1899, as to the guarantee of interest by the Commissioners of \$200,000 of bonds of the grain elevator at Quebec, and extending the time for the completion of the said elevator.

Carried.

A true extract from the minutes.

(Signed) LOUIS G. SCOTT,
Secretary.

Resolution referred to in an agreement between the Quebec Harbour Commissioners and the Great Northern Railway Company passed before Cyrille F. Delage, notary, on the eighteenth day of the month of April, one thousand nine hundred, and signed by the parties hereto, *Ne varietur.*

(Signed) N. RIOUX.
JAS. WOODS.
P. GARNEAU.
LOUIS G. SCOTT.
CYRILLE F. DELAGE, N.P.

True copy.

CYRILLE F. DELAGE, N.P.

QUEBEC, March 12, 1900.

Extract from the minutes of the Quebec Harbour Commissioners of date of 12th of March, 1900.

RESOLVED,—That the chairman or acting chairman and the secretary-treasurer are hereby authorized to sign the modifications to the deed of agreement of guarantee of interest for the construction of a grain elevator, said guarantee given by the Quebec Harbour Commissioners to the Great Northern Railway Company, by a deed passed before E. J. Angers, notary, on the 30th of June, 1899, and ratified by Act of Parliament of Canada, 62-63 Victoria, chapter 35, on the 11th of August, 1899, the said modifications being embraced in the clauses 1, 2, 3, 4 and 5 of the present deed and provided that the allowances of the said modifications to the deed of the 30th of June, are to be contingent upon the Act 62-63 Victoria, chapter 35, being so amended as to preserve to the \$350,000 of bonds that were then authorized by the Act 61 Victoria, chapter 48, their preferential rank as set forth in the said deed of the 30th of June, 1899.

The modifications to deed of 30th of June, 1899, subjected to ratification by the Parliament of Canada.

Resolution referred to in an agreement between the Quebec Harbour Commissioners and the Great Northern Railway Company passed before Cyrille F. Delage, Notary, on the eighteenth day of the month of April, nineteen hundred, and signed by the parties hereto, *Ne varietur.*

(Signed) N. RIOUX.
JAS. WOODS.
P. GARNEAU.
LOUIS G. SCOTT,
CYRILLE F. DELAGE, N.P.

True copy.

CYRILLE F. DELAGE, N.P.