

Dated 1st March 1967

The Corporation of the  
District of Sumas, B. C.

—AND—

Vancouver Power Co.,  
Limited.

**Electric Crumway  
Agreement.**

*1274*

# SUMAS ELECTRIC TRAMWAY BY-LAW, 1906.

A By-Law to grant certain rights and privileges to the VANCOUVER POWER COMPANY, LIMITED, passed the Council this 6th day of October, 1906.

The Corporation of the Township or District of Sumas enacts as follows:—

1. It shall be lawful for the Corporation of the Township or District of Sumas to enter into an Agreement with the Vancouver Power Company, Limited, which said Agreement shall be in the form and to the effect set forth in Schedule "A" to this By-Law.
2. This Agreement shall be executed and shall bear date on a day subsequent to the passing of this By-Law, and the Reeve and Clerk of the Township or District of Sumas are hereby authorized and directed after the passing of this By-Law, and after the execution of said Agreement by the Vancouver Power Company, Limited, to sign the name of the Corporation of the Township or District of Sumas, and affix the Corporation Seal of the said Township to said Agreement, and deliver said Agreement as duly executed.
3. This By-Law shall not go into effect until it shall have received the assent of the Electors of the Township or District of Sumas in manner provided by law.
4. Schedule "A" shall be deemed to be included in and form part of this By-Law.
5. This By-Law shall be known and cited as the "Sumas Electric Tramway By-Law, 1906."

Read a third time and passed the Council the 6th day of October, A.D. 1906.

Received the assent of the Electors of the Township or District of Sumas as provided by law the 20th day of October, A.D. 1906.

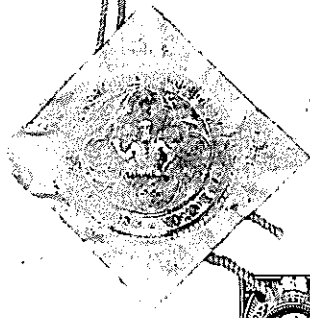
Reconsidered, finally passed, signed, and the Seal of the Corporation attached thereto the 3d day of November, A.D. 1906



NOTARY PUBLIC,  
147, LEADENHALL STREET, LONDON.

I HEREBY CERTIFY that BERNHARD HEYMANN BINDER, personally known to me, appeared before me and acknowledged to me that he is the London Secretary of THE VANCOUVER POWER COMPANY LIMITED and that he is the person who subscribed his name to the annexed Instrument as London Secretary of the said VANCOUVER POWER COMPANY LIMITED and affixed the Seal of the Company to the said Instrument, that he was first duly authorised to subscribe his name as aforesaid and to affix the said Seal to the said Instrument.

In testimony whereof I have hereunto set my hand and Seal of Office at No. 147 Leadenhall Street in the City of London England this *first* day of March in the year of Our Lord One thousand nine hundred and seven.



*[Handwritten Signature]*  
Not. Pub.

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safety and protection of foot and other passengers and of live stock of all kinds passing along the streets, lanes, bridges or highways of the Corporation on which the erection, laying, stringing, construction, alterations, maintenance and operation or repairs are being performed, and will not unnecessarily interfere with or impede the public right of travelling on such public highways, streets, lanes or bridges, nor in any way obstruct the entrance to any door or gateway, or interfere with the free access to any buildings ;

- (d) When by reason of the erection or repair of any poles, or the construction, extension or repair of the said tramway by the Company, it may be necessary for the Company to dig into or in any manner interfere with any highway, street or lane, or a portion thereof, the Company shall after completion of such work without delay, not in any case to exceed seventy-two (72) hours, remove all earth, sand, debris, dirt or other material, and put the street or lane in as good condition as it was before it was broken, dug or disturbed ;
- (e) The Company, at its own cost and charge shall strengthen all bridges on the public roads or highways crossed by its tramway sufficiently to make the same safe, taking into consideration the purposes of the public generally, and by the extra burden imposed thereon by the said tramway, and every bridge crossed by the Company's tramway shall be kept so strengthened by the Company, at its own expense, so long as it shall be crossed by the said tramway ;
- (f) The Company shall keep the tramway track and the roadway between the rails, and for eight (8) inches on the outer side of the rails in good condition and repair, wherever they shall use the roadway for the location of their tramway track ;
- (g) If the Company at any time fails to carry out the terms of either of the two preceding sub-sections, the Reeve of the Corporation, for the time being, may give to the Company notice in writing specifying the work required to be done. If the Company, within ten days after the service of said notice, fails to commence the work specified in said notice, and to complete the same with all convenient speed, the Reeve may cause such work to be done, and the Corporation may recover the amount of the costs thereof from the Company as a debt in any court of competent jurisdiction ;
- (h) The Company shall and will, from time to time, and at all times, indemnify and save harmless the Corporation from any and all loss or damage arising from any casualty or accident to person or property by reason of any neglect or omission to keep the poles or wires of the Company in a safe condition, and from all valid claims against the Corporation for damages caused by wires or poles, electric tramway or cars thereon, or by any works, alterations, repairs or improvements in connection with the works herein authorized ;

3. It is further hereby agreed by and between the parties hereto, that the Corporation shall in every way in which it may lawfully do so, use its best endeavors, if required by the Company, to obtain for the Company all rights of way and other proper easements, within the corporate limits of the Corporation, which may be necessary or expedient, having due regard to existing rights, in order to enable the Company to carry out with all reasonable speed the construction of the lines covenanted to be built, and put the same in operation, but it is understood and agreed that whatever shall be done hereunder shall be such as may be done without any cost or expense whatever to the Corporation.

4. The Company hereby further covenants and agrees that it will not, in the regular operation of its undertakings, charge for the transportation of any passenger more than four cents per mile between local points with a minimum fare of five cents, nor more than three cents per mile between points within the limits of the Corporation and the City of New Westminster, and that the Company will in no other way whatsoever discriminate against the District of Sumas or any of the residents thereof in the carrying on of its business.

5. The Company agrees to begin work on the said tramline or lines within 12 months from the final passage of the By-law authorizing this agreement, and will complete the same and begin operating it within 48 months from the final passage of the said By-law, and will thereafter run at least one passenger train per day each way, Sunday included, over the said line, unless prevented by fires, strikes, floods, or other causes beyond the control of the Company.

6. All property, rights, franchises and privileges belonging to or enjoyed by the Company, subject to taxation by the Corporation, shall be exempt from such taxation for a period of ten years from the date of commencement of construction of the tramway.

7. All privileges hereby granted, and all rights of the Company under and by virtue of this agreement, shall absolutely cease and determine in case the Company makes default in either of the following ways, time being the essence of this contract :

If the Company fails

- (a) In good faith to commence the construction of the said tramway within 12 months from the final passage of the said By-law ;
  - (b) To expend \$50,000 on the construction of the said tramway within 24 months from the final passage of the said By-law, or,
  - (c) To expend a total sum of \$150,000 on said construction within 36 months from the final passage of the said By-law,
- or (d) To complete the said construction and commence operation within 48 months from the final passage of the said By-law ;

but the Company's failure under Sub-sections "c" and "d" hereof shall not act as a forfeiture of its rights in the event of such failure being due to fires, strikes, floods or other causes beyond the control of the Company, if the Company continue the work of construction in good faith and with all reasonable dispatch.

8. The Corporation covenants and agrees that it will allow no other Electric Railway or Tramway to be built and operated along any public highway or road hereafter occupied and used by the Company under the provisions of this agreement.

9. In the event of the Corporation or any other person or company proposing to build an Electric Railway or Tramway along any public highway or road not at that time occupied and used by the Company, such proposal shall be submitted by the Council of the Corporation to the Company, and the Company shall have the option of building the proposed railway or tramway on the terms of this agreement, ALWAYS PROVIDED that the Company must accept or refuse the proposal within six months after it has been submitted to it. PROVIDED, HOWEVER, that this clause shall have no force after the expiration of 99 years from the date hereof.

10. The Company shall have the right to make and enforce regulations and rules for the proper collection of fares and for the conduct of passengers on its cars.

11. The Council and the Company shall make by-laws and regulations prohibiting spitting on the Company's cars under proper penalties.

12. When travelling on, along or across any public highways or roads, the Company's cars shall be entitled to the uninterrupted right-of-way on the tracks of the said railway. All vehicles, however, may travel on, along or across the said tracks, but any vehicles, horses, bicycles, man or foot passengers upon the track shall turn out at the approach of any car so as to leave the track clear for the passing of the car. PROVIDED this shall not be taken to affect or restrict any legal rights the Company may have against any person so travelling on, along or across the said tracks.

13. If at any time hereafter any dispute, difference or question shall arise between the said parties hereto touching the construction, meaning or effect of these presents, or any clause or thing herein contained, or the rights and liabilities of the said parties respectively, then every such dispute, difference, decision or question shall be referred to arbitration, according to the provisions of the Arbitration Act then in force.

14. It is further covenanted and agreed between the parties hereto that this agreement is to inure for the benefit of and be binding upon the successors and assigns of the Corporation and the Company respectively.

15. Any notice to be given to the Company under the provisions of this agreement shall be well and sufficiently given if mailed at His Majesty's Post Office in the Province aforesaid, by prepaid registered letter, addressed as follows :—

VANCOUVER POWER COMPANY, LIMITED,  
VANCOUVER, B. C.

And any notice to be given to the Corporation under the provisions of this agreement shall be deemed well and sufficiently given if mailed at His Majesty's Post Office, in the Province aforesaid, by prepaid registered letter, addressed as follows :—

MUNICIPAL CLERK,  
OF THE CORPORATION OF THE DISTRICT OF SUMAS, B. C.

IN WITNESS WHEREOF the parties hereto have affixed their Common Seals the day and year first above written.

Signed, Sealed and Delivered  
IN THE PRESENCE OF

*W. G. Bowman*

Signed, Sealed and Delivered  
IN THE PRESENCE OF

*The Seal of the Vancouver Power Company Limited*

*Was affixed hereto in the presence of*

*J. H. ...*

*W. ...*

*R. ...*

*Directors*

*London Secretary.*

*J. L. ...*  
*Sho ...*

