

Dated 27 October 1906

THE CORPORATION OF THE
DISTRICT OF MTSQUIL, B. C.

and

VANCOUVER POWER CO.,
Limited

ELECTRIC TRAMWAY AGREEMENT

Westminster
Dec. 20, 1906
Registry

Filed and Registered in the Office of
the Registrar of the County Court at
New Westminster this 20th day of
December 1906.

"J. Gamboridge"
Reg.

Matsqui Electric Tramway Bylaw 1906.

A Bylaw to grant certain rights and privileges to the Vancouver Power Company, Limited, passed the Council this 8th day of October, 1906.

The Corporation of the Township or District of Matsqui enacts as follows:

1. It shall be lawful for the Corporation of the Township or District of Matsqui 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 bylaw.
2. This agreement shall be executed and shall bear date on a day subsequent to the passing of this Bylaw and the Reeve and Clerk of the Township or District of Matsqui are hereby authorized and directed after the passing of this Bylaw 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 Matsqui and affix the Corporation seal of the said Township to said agreement and deliver said agreement as duly executed.
3. This bylaw shall not go into effect until it shall have received the assent of the electors of the Township or District of Matsqui in manner provided by law.
4. Schedule "A" shall be deemed to be included in and form part of this Bylaw.
5. This Bylaw shall be known and cited as the "Matsqui Electric Tramway Bylaw- Bylaw 1906."

Read a third time and passed the Council the 8th day of October A.D. 1906.

Received the assent of the electors of the Township or

District of Matsqui as provided by law the 19th day of October
A.D. 1906.

Reconsidered, finally passed, signed and the seal of the
Corporation attached thereto the 27th day of October A.D. 1906.

Walter Townlan REEVE.

John Ball CLERK.

of the Corporation of the
Township or District of
Matsqui Municipality

ARTICLES OF AGREEMENT,

Made in duplicate this 27th day of October 1906.

Between:

THE CORPORATION OF THE DISTRICT OF MATSQUI, in the Province
of British Columbia, hereinafter called "The Corporation,"

of the First Part.

- and -

THE VANCOUVER POWER COMPANY, Limited, being a company incorporated under the Water Clauses Consolidation Act, 1897, hereinafter called "The Company,"

of the Other Part.

WHEREAS, the Council of the Corporation has requested the Company to construct and operate an Electric Railway System within the District of Matsqui as part of an Electric Railway System to extend from the Municipality of Chilliwack to the City of New Westminster, and the Company has expressed its willingness to do so on the terms and conditions hereinafter stated;

AND WHEREAS the electors of the District of Matsqui have assented to the execution of this agreement;

NOW THEREFORE THIS INDENTURE WITNESSETH, that the said parties hereto mutually covenant and agree with each other as follows:

1. The Company is hereby granted the right, full permission and authority to and agrees to construct, equip and maintain and operate a single or double line of railway or tramway for the transportation of passengers and freight, with the necessary sidetracks and turnouts, poles, overhead work, and telegraph and telephone lines on its own right-of-way through the Municipality as part of an Electric Railway System connecting the city of New Westminster with the town of Chilliwack.

2. Wherever and whenever the Company may find it desirable or convenient for the purpose of entering or leaving townsites, or of locating switches, crossovers, sidetracks or turnouts, or for any other necessary purpose to construct, equip, maintain and operate its system over, along, across or under any public highways and roads in the District of Matsqui, not being less than forty (40) feet in width, it shall have, and is hereby granted the full permission and authority to do so, but in that case it shall comply with the following conditions:-

- (a) The track of the Company's line or lines shall conform to the grade of the streets and highways where passing across or along the travelled portions thereof, and shall be constructed to the reasonable satisfaction of the Council of the Corporation. Before such construction is commenced, plans showing the position of the rails shall be submitted to and approved by the Council, which approval shall not be unduly withheld.
- (b) The line poles, other than the trolley poles, shall not be less than 30 feet in height above the surface of the ground, or eight inches in diameter at the top where the arm is affixed to the pole, and shall be clean, straight, dressed, and set firmly in the ground;
- (c) The Company shall and will, from time to time, and at all times during the erection of any poles, the laying or stringing of any wire or wires, and during any repairs to and alterations of the same, and during the erection, maintenance and operation of the said electric tramway, take due care and proper precaution for the 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 construc-

tion 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 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 Matsqui 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 a 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 endure 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 Matsqui, 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)
John Ball)
C.M.C.)
Signed, Sealed and Delivered)
in the presence of)
John Ball)
C.M.C.)

T. Blundell Brown)
E. L. Cran Thomas) Directors
R.H. Binder, London Secretary