



## CHAPTER 76.

An Act to ratify a certain Agreement between the City of Vancouver and the Canadian Northern Pacific Railway Company and the Canadian Northern Railway Company.

[1st March, 1913.]

**W**HEREAS the City of Vancouver proposes to enter into an Agreement bearing date the fifth day of February, 1913, with the Canadian Northern Pacific Railway Company and the Canadian Northern Railway Company, to take effect after a by-law approving of the same has been submitted to, voted upon by, and received the assent of the electors of the City of Vancouver in conformity with and in manner provided by the provisions of the "Vancouver Incorporation Act, 1900," and amendments in respect of by-laws for contracting debts, a copy of which Agreement is a Schedule to and forms part of this Act, and which Agreement is hereinafter referred to as "the said Agreement":

Preamble

And whereas it is deemed expedient to ratify and confirm the said Agreement and to authorize and empower the parties thereto to make and carry out the same:

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

1. This Act may be cited as the "False Creek Terminals Act." Short title
2. The Lieutenant-Governor in Council is hereby authorized and empowered, by grant under the Great Seal of the Province of British Columbia, to convey to the City of Vancouver in fee-simple, free from all restrictions, all that portion lying east of Westminster Avenue (now Main Street) of the lands and lands covered by water

Lieut. Governor  
authorized  
to convey

heretofore conveyed to the City of Vancouver by grant dated the third day of March, 1902, save and except that portion of the said lands and lands covered by water authorized to be conveyed to the City of Vancouver by section 3 of the "False Creek Confirmatory Act," as amended by the "False Creek Confirmatory Act Amendment Act, 1913," and as more particularly set out and described in section 2 of the said "False Creek Confirmatory Act Amendment Act, 1913."

City authorized  
to convey.

3. The City of Vancouver is hereby authorized, upon the making of the grant referred to in section 2 of this Act, to convey to the Canadian Northern Pacific Railway Company, its successors and assigns, in accordance with the provisions of the said Agreement, all its right, title, and interest in the lands and lands covered by water thereby agreed to be conveyed by the City of Vancouver to the said Canadian Northern Pacific Railway Company, the same being a portion of the lands and lands covered by water to be conveyed to the City of Vancouver by the said grant.

Agreement  
confirmed

4. Notwithstanding anything to the contrary in any Act, Statute, or law contained, the said Agreement is hereby ratified and confirmed and declared to be valid and binding according to the tenor thereof upon the City of Vancouver, the Canadian Northern Pacific Railway Company, and the Canadian Northern Railway Company; and the said City of Vancouver, the Canadian Northern Pacific Railway Company, and the Canadian Northern Railway Company are and each of them is, so far as the Legislature of the Province of British Columbia has power to enact, hereby authorized and empowered to make, execute, and enter into the said Agreement, and to carry the same into effect, and do whatever is necessary to give full effect to the same; and the provisions of the said Agreement are to be taken as if they had been expressly enacted hereby and formed an integral part of this Act.

Right of  
injunction, etc.,  
not prejudiced.

5. Notwithstanding anything to the contrary in any Act, Statute, or law contained, the liability to pay as liquidated damages the amounts specified in Articles 37 and 38 of the said Agreement shall not prejudice or interfere with the right of the Supreme Court of British Columbia, or a Judge thereof, to grant mandamus or injunction to enforce obedience to such articles or the right of the City of Vancouver to enforce obedience thereto by suit; and it is hereby declared that such Court or Judge has power, jurisdiction, and authority to grant such mandamus or injunction at the suit of the City of Vancouver.

Tax exemption  
limited.

6. Notwithstanding anything to the contrary in chapter 3 of the Statutes of 1910 and Schedule thereto, or in any other Act, Statute, or law, the tax exemption contained in subparagraph (c) of para-

graph or clause numbered 13 of the Agreement forming the said last-mentioned Schedule shall not, nor shall any tax exemption contained in any such other Act, Statute, or law, apply to the Canadian Northern Pacific Railway Company's portion of the bed of False Creek, in the said Agreement designated as "the railway property," except in so far and to the extent that such exemption is by the said Agreement allowed and provided; but all taxes or rates (either for ordinary, yearly, or usual taxes and rates, or for school taxes and rates, or for local improvements or otherwise howsoever) shall be assessed and paid upon the said Canadian Northern Pacific Railway Company's portion of the bed of False Creek and improvements thereon in the manner and to the extent provided by the said Agreement.

7. Nothing contained in this Act or in the said Agreement shall prejudice or impair the right of any railway company under or by virtue of section 150 of the "British Columbia Railway Act" or under or by virtue of section 175 of the "Railway Act" of the Dominion of Canada.

Right under  
s. 150 of the  
"Railway Act,"  
etc. not prejudiced

8. This Act shall not come into force or effect until a by-law approving of the said Agreement has been submitted to, voted upon by, and received the assent of the electors of the City of Vancouver in conformity with and in manner provided by the provisions of the "Vancouver Incorporation Act, 1900," and amendments in respect of by-laws for contracting debts, and until thereafter proclaimed by the Lieutenant Governor in Council.

Act not to  
come into force  
until by law  
assented to

#### SCHEDULE.

ARTICLES OF AGREEMENT, made this fifth day of February, in the year of our Lord one thousand nine hundred and thirteen.

Between,

THE CITY OF VANCOUVER (hereinafter called "the City") of the first part;  
and

THE CANADIAN NORTHERN PACIFIC RAILWAY COMPANY (hereinafter called  
"the Railway Company") of the second part;

and

THE CANADIAN NORTHERN RAILWAY COMPANY of the third part.

Whereas the City has obtained grants from the Crown in right of the Dominion of Canada and of the Province of British Columbia to the bed of False Creek lying east of Westminster Avenue (now Main Street), in the City of Vancouver, in the Province of British Columbia:

And whereas the City has, pursuant to certain agreements, which are designated an "Agreement A" and "Agreement B" in the Schedule to the "False Creek Confirmatory Act" (being chapter 55 of the Statutes of British Columbia for the year 1911), transferred to the Vancouver, Victoria

and Eastern Railway and Navigation Company the portions of the bed of False Creek lying east of Westminster Avenue (now Main Street) set out in said agreements:

And whereas the title of the City under said grant from the Crown in right of the Province of British Columbia to the remainder of the bed of False Creek east of Westminster Avenue (now Main Street) is subject to certain restrictions contained in said grant, upon the City's right to alienate the same:

And whereas the Railway Company is desirous of establishing in the City of Vancouver the permanent western headquarters and permanent terminals (both passenger and freight) of the transcontinental line of the Canadian Northern Railway System (including the line of the Railway Company) and of the trans-Pacific steamship line to be established as in this Agreement provided, and in connection therewith has agreed with the City to expend large sums of money as hereinafter set out:

And whereas the City is desirous that the said remainder of the bed of False Creek should be filled in and reclaimed from the sea and used for the purposes hereinafter set out on the terms and conditions hereinafter defined, and is also desirous of acquiring the property and rights authorized to be purchased and taken by the "False Creek Reclamation Act" (being chapter 56 of the Acts of the Legislature of the Province of British Columbia for the year 1911), and for the purposes of carrying out the matters aforesaid the parties hereto have agreed in the manner hereinafter set out:

And whereas by the said "False Creek Reclamation Act" the City was authorized to purchase or take certain property, riparian, littoral, and other rights and interests as therein set out, the same to be held for certain purposes therein stated, and subject to the restrictions therein contained, which restrictions the parties hereto are desirous of having removed, so as to enable the City to deal with the property, riparian, littoral, and other rights and interests aforesaid in the manner hereinafter stated:

Now, therefore, this Agreement witnesseth that, in consideration of the premises and the sum of one dollar (\$1) of lawful money of Canada by each of the parties hereto paid to the other (the receipt whereof is hereby mutually acknowledged), and of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:—

Legislation

1. The parties hereto shall, without delay, apply to the Legislature of the Province of British Columbia for an Act ratifying and confirming this Agreement, and authorizing and empowering the parties hereto to carry the same into effect.

Consent Governor  
General in Council

2. The parties hereto shall join in forthwith applying, at the expense of the Railway Company, for the approval by the Governor-General in Council of Canada, in so far as necessary, of the works in the bed of False Creek as hereinafter defined hereby proposed to be done. If for any reason it should be impossible to obtain such necessary approval, and the Railway Company be thereby prevented from filling in the bed of False Creek as agreed, this Agreement shall become null and void, except that the Railway Company shall continue liable to repay to the City any cost and expense which the City may then have incurred, and which, under the terms hereof, are payable by the Railway Company to the City.

Expropriation

5. The City shall, upon the passing of the Act referred to in Article 1, and upon the approval referred to in Article 2 being obtained, purchase and take, at the expense of the Railway Company, pursuant to the said "False Creek Reclamation Act," and any other powers it in that behalf thereto enabling, Lots Forty-six (46) to Fifty-one (51), inclusive, in Block Twenty-five (25), according to Subdivision of District Lot One hundred and ninety-six (196) in Group One (1), New Westminster District, and Lots One (1) to Thirteen (13), inclusive, in Block Three (3), according to Subdivision of

District Lot Two hundred A (200 A), Group One (1), New Westminster District, all in the City of Vancouver, and the riparian, littoral, and other rights and interests referred to in the said "False Creek Reclamation Act." All offers for the sale to the City of any portion of the said lands, rights, and interests shall be submitted by the City to the Railway Company. If the Railway Company shall consider any such price excessive, or if the owner shall fail to make an offer of sale to the City, then the price to be paid for such portion of said lands, rights, and interests shall be determined by arbitration to be conducted pursuant to said "False Creek Reclamation Act." The Railway Company shall pay and provide to the City, when and as required, the full cost and expense of all such lands, rights, and interests, including the cost of obtaining same as aforesaid. All of such lands, rights, and interests, when purchased or taken, shall remain and be the property of the City, except such portion thereof (if any) as may be included in or extend into the Railway property as hereinafter defined, which portion thereof (if any) shall become the property of the Railway Company, such portion of said Lots 11, 12, and 13 in said Block Three (3) as may be required for the purpose of continuing the roadway marked "D" on plan hereto annexed (being the area or portion described in subparagraph (D) of Article 4) westerly at the same width to Main Street, to be held by the City for use as a public street.

4. The City shall, upon the passing of the Act referred to in Article 1, and upon the approval referred to in Article 2 being obtained, whether or not the lands, rights, and interests referred to in Article 3 have then been obtained, purchased, or taken, execute and deliver to the Railway Company a conveyance of all its right, title, and interest in and to the following lands and lands covered by water, that is to say: That portion of the bed and foreshore of False Creek lying east of Westminster Avenue (now Main Street), in the City of Vancouver, more particularly known and described as follows:—

Commencing at the south-east corner of Lot Forty-five (45), Block Twenty-five (25), District Lot One hundred and ninety-six (196), Group One (1), New Westminster District, which corner is one hundred and twelve and seven-tenths (112.7) lineal feet easterly from the east boundary of Main Street, formerly Westminster Avenue, measured along the dividing line between Lots Forty-five (45) and Forty-six (46) in the said block: thence seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds east of due south three thousand eight hundred and seventy-four and forty-nine one-hundredths (3,874.49) lineal feet to a point, the said point being four hundred and seventy-six and seventy-three one-hundredths (476.73) lineal feet measured westerly along said course from the intersection of the westerly boundary of Glen Drive, formerly Boundary Avenue, with mean high-water mark of False Creek; thence along the arc of a ten (10) degree curve seven hundred and forty-four and seventy-nine one-hundredths (744.79) lineal feet to a point on a line parallel to and equidistant forty (40) lineal feet from the westerly boundary of Glen Drive, formerly Boundary Avenue, as extended sixty-six (66) lineal feet in width from the north shore of False Creek to Glen Drive, on the south shore, the direction of the radius of said arc from the initial point being fourteen (14) degrees twenty-eight (28) minutes and forty-seven (47) seconds west of due south, the length of said radius being five hundred and seventy-three and sixty-nine one-hundredths (573.69) lineal feet; thence on the said line parallel to and equidistant forty (40) lineal feet from the westerly boundary of Glen Drive one (1) degree eight (8) minutes and ten (10) seconds east of due south five hundred and nine and forty-two one-hundredths (509.42) lineal feet; thence along the arc of a ten (10) degree curve one thousand and fifty-seven and five-tenths (1,057.5) lineal feet, the direction of the radius of said arc from the initial point being eighty-eight (88) degrees fifty-one (51)

minutes and fifty (50) seconds west of due south, and the length of said radius being five hundred and seventy-three and sixty-nine one-hundredths (573.69) lineal feet; thence seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds west of due north three thousand three hundred and thirty-four and ninety-one one-hundredths (3,334.91) lineal feet to a point on the line between Lots Twenty-two (22) and Twenty-three (23), Block Three (3), District Lot Two hundred A (200 A), Group One (1), New Westminster District, produced north-easterly, which point is two hundred and twenty-one and five-tenths (221.5) lineal feet north-easterly from the northern boundary of Front Street; thence sixty-five (65) degrees thirty-nine (39) minutes and one (1) second west of due north four hundred and ninety-five and thirty-six one-hundredths (495.36) lineal feet to a point, said point being seventy-five (75) lineal feet distant from the east boundary of Main Street, formerly Westminster Avenue, measured along the dividing line between Lots Thirteen (13) and Fourteen (14), Block Three (3), District Lot Two hundred A (200 A), Group One (1), New Westminster District; thence eighty-eight (88) degrees twenty-three (23) minutes and twenty-five (25) seconds west of due north seventy-five (75) lineal feet to intersection with the east boundary of the said Main Street; thence along the said east boundary of Main Street one (1) degree thirty-six (36) minutes and thirty-five (35) seconds east of due north one hundred and ninety-seven and sixty-one one-hundredths (197.61) lineal feet; thence also along the said east boundary of Main Street nineteen (19) degrees fifty-four (54) minutes and thirty-five (35) seconds east of due north three hundred and ninety-two and forty-seven one-hundredths (392.47) lineal feet; thence also along the said east boundary of Main Street one (1) degree forty-one (41) minutes and ten (10) seconds east of due north nine hundred and eighty-five and eighty-eight one-hundredths (985.88) lineal feet to the south-west corner of the aforesaid Lot Forty-five (45), Block Twenty-five (25), District Lot One hundred and ninety-six (196), Group One (1), New Westminster District; thence along the aforesaid dividing line between Lots Forty-five (45) and Forty-six (46) in said block eighty-eight (88) degrees eighteen (18) minutes and fifty (50) seconds east of due south one hundred and twelve and seven-tenths (112.7) lineal feet to the point of commencement, the whole containing an area of one hundred and sixty-four and nine-tenths (164.9) acres more or less, excepting therefrom Lots Forty-six (46) to Fifty-one (51), inclusive, Block Twenty-five (25), District Lot One hundred and ninety-six (196), Group One (1), in said district, and Lots One (1) to Thirteen (13), inclusive, Block Three (3), District Lot Two hundred A (200 A), Group One (1), in said district, the said lots containing a total area of eighty-four one-hundredths (84.100) acres, more or less, and same is hereinafter referred to as "the bed of False Creek" (but this definition does not apply to Article 18); excepting thereout the areas or portions following, that is to say:—

(A.) (1) An area or portion adjoining Main Street and lots first mentioned in Article 3, and bounded on the north by the southerly boundary of the portions on the north side of False Creek heretofore transferred to the Vancouver, Victoria and Eastern Railway and Navigation Company, as recited in this Agreement, and on the south by the area or portion in subparagraph (B) of this article described, and containing 3.38 acres, more or less, and being more particularly described as follows:—

Commencing at the south-west corner of Lot Forty-five (45), Block Twenty-five (25), District Lot One hundred and ninety-six (196), Group One (1), New Westminster District; thence along the east boundary of Main Street one (1) degree forty-one (41) minutes and ten (10) seconds west of due south six hundred and fifteen and thirty-two one-hundredths (615.32) lineal feet to intersection with the north boundary of a roadway one hundred and twenty-five (125) lineal feet in width; thence along the said north boundary of said

roadway seventy-five (75) degrees thirty-one (31) minutes and ten (10) seconds east of due south two hundred and fifty-six and thirty-six one-hundredths (256.36) lineal feet; thence parallel to the aforesaid east boundary of Main Street one (1) degree forty-one (41) minutes and ten (10) seconds east of due north six hundred and forty and ninety-one one-hundredths (640.91) lineal feet to intersection with the south boundary of the northern portion of the property of the Vancouver, Victoria and Eastern Railway and Navigation Company; thence along the said south boundary of the northern portion of the property of the aforesaid Vancouver, Victoria and Eastern Railway and Navigation Company seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds west of due north one hundred and forty and seventy-nine one-hundredths (140.79) lineal feet to the south-east corner of the aforesaid Lot Forty-five (45), Block Twenty-five (25), District Lot One hundred and ninety-six (196); thence along the said south boundary of Lot Forty-five (45) eighty-eight (88) degrees eighteen (18) minutes and fifty (50) seconds west of due north one hundred and twelve and seven-tenths (112.7) lineal feet to the point of commencement, the whole containing an area of three and sixty-four one-hundredths (3.64) acres, more or less; excepting therefrom Lots 46 to 51, inclusive, Block 25, D.L. 196, Group 1, New Westminster District, containing twenty-six one-hundredths (26-100) of an acre, more or less; being shown coloured red and marked "A" 1 on the plan hereto annexed. The same, except as in Article 36 mentioned, to be retained and used by the City for park purposes.

(2.) An area or portion adjoining Main Street and the lots last mentioned in Article 3, and bounded on the north by the area or portion set out and described in subparagraph (B) of this article, and on the south by the area or portion set out and described in subparagraph (D) of this article, and containing 7.64 acres, more or less, and being more particularly described as follows:—

Commencing at a point situated on the east boundary of Main Street, the said point being one hundred and twelve and seventy-two one-hundredths (112.72) lineal feet measured along the said east boundary of Main Street in a northerly direction from the north-west corner post of Lot Fourteen (14), Block Three (3), District Lot Two hundred A (200 A), Group One (1), New Westminster District, in the City of Vancouver; thence along the said east boundary of Main Street one (1) degree thirty-six (36) minutes and thirty-five (35) seconds east of due north eighty-four and eighty-nine one-hundredths (84.89) lineal feet; thence along the said east boundary of Main Street nineteen (19) degrees fifty-four (54) minutes and thirty-five (35) seconds east of due north three hundred and ninety-two and forty-seven one-hundredths (392.47) lineal feet; thence also along the said east boundary of Main Street one (1) degree forty-one (41) minutes and ten (10) seconds east of due north two hundred and forty-two and thirty-eight one-hundredths (242.38) lineal feet to intersection with the south boundary of a roadway one hundred and twenty-five (125) lineal feet in width; thence along the said south boundary of said roadway seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds east of due south four hundred (400) lineal feet; thence twenty-seven (27) minutes and thirty-six (36) seconds west of due south eight hundred and thirty-three and seventeen one-hundredths (833.17) lineal feet to intersection with the north boundary of a roadway seventy-five (75) lineal feet in width; thence along the said north boundary of said roadway sixty-five (65) degrees thirty-nine (39) minutes and one (1) second west of due north five hundred and seventy-four and eighty-seven one-hundredths (574.87) lineal feet to the point of commencement, the whole containing an area of eight and six one-hundredths (8.06) acres, more or less; excepting therefrom Lots 1 to 10, inclusive, and the north-westerly portion of Lot 11, in Block 3, D.L. 200A.

Group 1, New Westminster District, containing forty-two-hundredths of an acre (42-100), more or less; being shown coloured red and marked "A" 2 on the plan hereto annexed.

(B.) An area or portion to be used as a city street one hundred and twenty-five (125) feet in width running east and west from the easterly boundary of the portion of the bed and foreshore of False Creek hereby agreed to be conveyed to the Railway Company to the easterly boundary of Main Street, and containing 12.79 acres, more or less, being located and designated "Main Roadway," and coloured yellow and marked "B" on the plan hereto annexed, and being more particularly described as follows:—

Commencing at the north-west corner of the area or portion of land described in subparagraph (A) (2) of this article; thence along the east boundary of Main Street, formerly Westminster Avenue, one (1) degree forty-one (41) minutes and ten (10) seconds east of due north one hundred and twenty-eight and eighteen one-hundredths (128.18) lineal feet to the south-west corner of the area or portion of land described in subparagraph (A) (1) of this article; thence along the south boundary of the said (A) (1) produced easterly seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds east of due south four thousand three hundred and fifty-six (4,356) lineal feet to intersection with a line parallel to and equidistant one hundred and twenty-five (125) lineal feet from the south boundary of First Avenue, in the City of Vancouver, produced westerly; thence along the said line eighty-nine (89) degrees fourteen (14) minutes and thirty-eight (38) seconds east of due south ninety-eight and forty-seven one-hundredths (98.47) lineal feet to intersection with a line parallel to and equidistant forty (40) lineal feet from the west boundary of Glen Drive; thence along the said line one (1) degree eight (8) minutes and ten (10) seconds east of due south one hundred and twenty-five and seven one-hundredths (125.07) lineal feet to intersection with the aforesaid south boundary of First Avenue produced westerly; thence along the aforesaid south boundary of First Avenue produced westerly eighty-nine (89) degrees fourteen (14) minutes and thirty-eight (38) seconds west of due north one hundred and seventeen and nine-tenths (117.9) lineal feet; thence seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds west of due north four thousand three hundred and forty-two and sixty-seven one-hundredths (4,342.67) lineal feet to the point of commencement, the whole containing an area of twelve and seventy-nine one-hundredths (12.79) acres, more or less.

(C.) An area or portion to be used as an additional part of the street described in subparagraph (B) of this article, adjoining the boundary of said street, extending from the easterly boundary of the area or portion mentioned in subclause (2) of subparagraph (A) of this article, easterly to the easterly boundary of Scott Street produced northerly, and containing 1.32 acres, more or less, being coloured brown and marked with a letter "C" on the plan hereto annexed, and being more particularly described as follows:—

Commencing at the north-east corner of the area or portion of land described in subparagraph (A) (2) of this article; thence seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds east of due south along the south boundary of the area or portion of land described in subparagraph (B) of this article two thousand three hundred and three and sixty-five one-hundredths (2,303.65) lineal feet to intersection with the northerly production of the east boundary of Scott Street; thence along the said northerly production of the east boundary of Scott Street thirty-five (35) minutes and one (1) second west of due south twenty-five and seventy-five one-hundredths (25.75) lineal feet; thence seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds west of due north two thousand three hundred and three and fifty-nine one-hundredths (2,303.59) lineal feet to intersection with the



east boundary of the aforesaid (A) (2); thence along the said east boundary of aforesaid (A) (2) twenty-five and seventy-seven one-hundredths (25.77) lineal feet to the point of commencement, the whole containing an area of one and thirty-two one-hundredths (1.32) acres, more or less.

(D.) An area or portion to be used as a city street seventy-five (75) feet in width, running east and west, adjoining the northerly boundary of the said portions on the south of False Creek of the bed and foreshore of False Creek transferred as hereinbefore recited to the Vancouver, Victoria and Eastern Railway and Navigation Company, and extending from the easterly boundary of the lots last mentioned in Article 3 to the easterly boundary of Scott Street produced northerly, and containing 4.84 acres, more or less, being designated "Roadway" and coloured yellow and marked with the letter "D" on the plan hereto annexed, and being more particularly described as follows:—

Commencing at the north-west corner of Lot Fourteen (14), Block Three (3), District Lot Two hundred A (200 A), Group One (1), New Westminster District; thence eighty-eight (88) degrees twenty-three (23) minutes and twenty-five (25) seconds east of due south along the dividing line between Lots Thirteen (13) and Fourteen (14) in said block seventy-five (75) lineal feet; thence sixty-five (65) degrees thirty-nine (39) minutes and one (1) second east of due south four hundred and ninety-five and thirty-six one-hundredths (495.36) lineal feet to a point on the dividing line between Lots Twenty-two (22) and Twenty-three (23) of the said block produced north-easterly, the said point being two hundred and twenty-one and five-tenths (221.5) lineal feet from the northern boundary of Front Street; thence seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds east of due south two thousand three hundred and one and sixty-two one-hundredths (2,301.62) lineal feet to intersection with the east boundary of Scott Street produced northerly; thence along the said northerly production of the east boundary of Scott Street thirty-five (35) minutes and one (1) second east of due north seventy-seven and twenty-seven one-hundredths (77.27) lineal feet; thence seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds west of due north two thousand two hundred and seventy-six and forty-six one-hundredths (2,276.46) lineal feet; thence sixty-five (65) degrees thirty-nine (39) minutes and one (1) second west of due north six hundred and one and sixty-one one-hundredths (601.61) lineal feet to the intersection with the east boundary of Main Street; thence along the said east boundary of Main Street one (1) degree thirty-six (36) minutes and thirty-five (35) seconds west of due south one hundred and twelve and seventy-two one-hundredths (112.72) lineal feet to the point of commencement, the whole containing an area of five (5) acres, more or less; excepting therefrom Lots Twelve (12) and Thirteen (13) and the south-west portion of Lot Eleven (11), Block Three (3), District Lot Two hundred A (200 A), New Westminster District, containing sixteen one-hundredths (16/100) acre, more or less.

(E.) An area or portion containing twelve (12) acres adjoining the northerly boundary of the area or portion to be used as a street described and set out in subparagraph (B) of this article, shown and designated "Acreage" and coloured red and marked "E" on the plan hereto annexed, and being more particularly described as follows:—

Commencing at the north-east corner of the area or portion of land described in subparagraph (B) of this article; thence on a line parallel to and equidistant forty (40) lineal feet from the west boundary of Glen Drive one (1) degree eight (8) minutes and ten (10) seconds west of due north one hundred and eighty-nine and thirty-three one-hundredths (189.33) lineal feet; thence on the arc of a ten (10) degree curve seven hundred and forty-four and seventy-nine one-hundredths (744.79) lineal feet, the direction of the radius of said arc from the initial point being eighty-eight (88) degrees fifty-one (51)

minutes and fifty (50) seconds west of due south, and the length of said radius being five hundred and seventy-three and sixty-nine one-hundredths (573.69) lineal feet; thence along the south boundary of the property of the Vancouver, Victoria and Eastern Railway and Navigation Company seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds west of due north three hundred and seventy-three and forty-one one-hundredths (373.41) lineal feet; thence fourteen (14) degrees twenty-eight (28) minutes and forty-seven (47) seconds west of due south six hundred and twenty-five (625) lineal feet to intersection with the north boundary of aforesaid (B); thence along the said north boundary of the aforesaid (B) seventy-five (75) degrees thirty-one (31) minutes and thirteen (13) seconds east of due south eight hundred and eighty-one and thirty-one one-hundredths (881.31) lineal feet; thence eighty-nine (89) degrees fourteen (14) minutes and thirty-eight (38) seconds east of due south ninety-eight and forty-seven one-hundredths (98.47) lineal feet to the point of commencement, the whole containing an area of twelve (12) acres, more or less.

Reserving thereout to the Railway Company a right-of-way not exceeding one hundred (100) feet in width adjoining the northerly and easterly boundary of the said area or portion last hereinbefore particularly described, and shown marked "Proposed Railway Right-of-way" on the plan hereto annexed, or in such other place as may be agreed upon hereafter between the parties hereto: Provided, however, that the said reservation of the said right-of-way is and shall be conditional upon the Railway Company conveying to the City free and clear of liens, charges, and encumbrances a sufficient additional area or portion of the railway property adjoining the area or portion in this subparagraph (E) particularly described immediately on the west thereof, to make, when added to said last-mentioned area or portion, the full amount of twelve (12) acres exclusive of said right-of-way.

The bed of False Creek above described, excepting the portions thereof described in subparagraphs (A), (B), (C), (D), and (E), is herein referred to as the "Railway property," and the portions of the bed of False Creek described in such subparagraphs (A), (B), (C), (D), and (E) are herein referred to as "City property."

Title

5. The right, title, and interest in the bed of False Creek to be conveyed in accordance with the provisions of Article 4 shall be conveyed to the Railway Company, its successors and assigns, to be held and used for all time only for railway terminal purposes and other purposes expressed in this Agreement, and in all and every of the articles of this Agreement, save and except Article 8, 15, and 16, the words "Railway Company" shall extend to and include the successors and assigns of the Canadian Northern Pacific Railway Company, and the covenants and agreements contained in each of the articles of this Agreement, except as aforesaid, shall be binding upon such successors and assigns, and shall be covenants running with the land, and a charge thereon; and the said conveyance from the City shall contain the above provisions, and a clause that no portion of the Railway property shall be transferred, leased, or conveyed by the Railway Company, its successors or assigns, nor shall any right, title, or interest therein, legal or equitable, be created except upon the approval of the Lieutenant-Governor in Council. Nothing in the said clause requiring the approval of the Lieutenant-Governor in Council, however, shall be construed to limit or restrict the right of the Railway Company, its successors or assigns, subject always to all the articles of this Agreement, except as aforesaid, to secure upon the Railway property, without such approval, any bonds, debentures, or other indebtedness of the Railway Company or its successors, by mortgage or trust deed containing power of sale, foreclosure, or right of possession, but without thereby extending the right to use the Railway property for purposes other than those expressed in this Agreement, or Inter-

the year 1910, and Schedule thereto, shall not apply to the Railway Company's portion of the bed of False Creek, in this Agreement designated as the "Railway property." The said Railway property shall continue exempt from all taxes during three years from the delivery of conveyance as aforesaid; during the two years following such three-year period, the Railway property shall be assessed in like manner as other lands and improvements are assessed; but the Railway Company shall be liable to pay only three-fifths of the taxes based upon the land-value under the assessment, and the Assessor in fixing such land-value shall include therein the value of any and all filling done under this Agreement, but no other improvements. After the expiration of such two-year period and until the year 1924, when the exemption referred to in the said Statute expires, the Railway property as hereinbefore defined shall be assessed and land-value fixed in manner aforesaid, and the Railway Company shall pay the taxes based on such land-value. Taxes for the purpose of this article shall be taken to mean and include all taxes and rates either for ordinary yearly or usual taxes and rates, or for school taxes and rates or otherwise howsoever, but there shall be no exemption as to local improvements.

Carolina or Scott  
Street Bridge.

29. The Railway Company consents and agrees to the City extending either Carolina or Scott Street as the City may at any time elect by an overhead bridge of such material and design as the City shall determine across the bed of False Creek, and agrees to permit the City to place and at all times maintain the footings and supports of such bridge upon the Railway property, and to provide the land necessary therefor. The Railway Company shall also provide from out of the Railway property such land adjoining Main Roadway, being extension of First Avenue, and adjoining the street on the south boundary of the Railway property as the City shall designate as necessary for the erection thereon of steps and ramps leading from the said streets to the said overhead bridge in addition to the width of such streets. The Railway Company shall pay one-half the cost of such bridge, including such last-mentioned steps and ramps, in so far as the same shall be upon or over the Railway property. The Railway Company shall give to the City three months' notice before commencing to construct its tracks upon the Railway property of the date when such construction of tracks will be commenced, and during said period of three months the City Engineer shall designate the location and dimensions of such footings, supports, steps, and ramps. The bridge shall be designed and constructed having regard to the uses to be made of the Railway property, and so as to interfere therewith as little as reasonably possible.

Additional bridges  
north and south.

30. The Railway Company consents and agrees to the City at any time hereafter extending by means of overhead bridges two additional streets running north and south, one to the east and one to the west of the hereinbefore-mentioned overhead bridge from Carolina or Scott Street across the bed of False Creek, and agrees to permit the City to place and thereafter at all times maintain on the Railway property footings and supports, and to provide the land necessary therefor. Such bridges shall be designed and constructed having regard to the use to be made of the Railway property, and so as to interfere therewith as little as reasonably possible. So far as practicable, the footings and supports of these bridges shall be in line with the footings and supports of the Carolina or Scott Street Bridge. If practicable, the City will designate the locations of such footings before the Railway Company shall establish its tracks, and should the City fail so to do it shall pay the cost of moving any of the tracks of the Railway Company which may be interfered with by the construction of such footings and supports. The City shall have the right by its officers, servants, agents, workmen, or employees to enter in and upon the Railway property for the purpose of constructing, maintaining, and repairing the overhead bridges running north and south authorized by this Agreement, and the Railway Company agrees to grant and does grant to the

that the bed of False Creek shall be filled in uniformly and continuously, working either east and west, or west and east, or north and south, or south and north.

Time for filling-in.

10. The Railway Company will commence the filling-in and reclamation of the bed of False Creek within ninety (90) days after the passing of the Act referred to in Article 1, or the approval referred to in Article 2 being obtained, whichever shall be last, and will thereafter diligently proceed with such work of filling-in and reclamation until sufficient filling-in has been done to enable the Railway Company to establish upon the Railway property the terminals and works hereby agreed to be constructed. The Railway Company shall, in any event, fill in and reclaim three-fifths of the bed of False Creek (including so much of the lands referred to in Article 3 as the City shall designate) within three years after such time for commencement, and the whole thereof within five years after such time for commencement. The Railway property shall be so filled in as to give reasonable access thereto from the City property.

Construction of terminals.

11. So soon as the work of filling in has sufficiently advanced to permit the same to be done, the Railway Company shall lay out, make, and construct, and thereafter permanently maintain upon the Railway property, freight and passenger terminals, including the necessary and convenient buildings, tracks, and facilities, adequate to properly care for the business of a transcontinental railway and of all other railway companies which may be permitted to use the same under the terms of this Agreement. The passenger station and buildings shall be modern in all respects, and designed to accommodate not only the business of the Canadian Northern Transcontinental Railway System, but also that of all other railway companies which may be permitted to use the terminals as aforesaid. The passenger-station shall be a union passenger-station, and shall be a building in keeping with the dignity of the City of Vancouver, and shall erect, with its attendant passenger platforms, passenger-train shed, baggage, express, and office accommodation, which may be provided as part thereof, not less than one million dollars (\$1,000,000). Such freight and passenger terminals, including the cost of the lands, rights, and interests to be acquired by the City at the expense of the Company, under paragraph 3 of this Agreement, the cost of filling in the City and Railway properties, the cost of the passenger-station, freight-sheds, tracks, and terminal facilities agreed to be erected upon the Railway property, but not including the cost of any hotel in this Agreement referred to, shall be not less than four million dollars (\$4,000,000).

Tunnels

12. The approach of the Railway Company's railway through the high ground lying to the south and east of the Railway property shall be by means of a tunnel, which shall be of sufficient size to accommodate a double-track railway, or by means of two tunnels, each of which shall be of sufficient size to accommodate a single-track railway. In driving or constructing such tunnel or tunnels, the Railway Company shall do so in such manner as to interfere as little as possible with any sewers, sewer-pipes, water-mains, water-pipes, mains, pipes, and other works of the City, and shall absolutely protect and care for, and save from damage or injury, any and all sewers, sewer-pipes, water-mains, water-pipes, mains, pipes, and other works of the City which may be encountered in driving or constructing such tunnel or tunnels; and if any of the same are (in the judgment of the City Engineer) interfered with in any manner, the Railway Company shall pay all damages occasioned thereby, and replace, relay, and make good such works to the satisfaction of and in such place and in such manner as the City Engineer shall direct.

Nuisance from smoke, etc.

13. The Railway Company agrees that it will electrify the tunnel or tunnels heretofore referred to, and will permanently maintain them so electrified, and that no engines of the Railway Company or the Canadian Northern Railway System or any subsidiary lines will at any time be operated on

the Railway Company's portion of the bed of False Creek in this Agreement designated as the Railway property by steam produced from coal, oil, or other substance emitting fumes, gases, or smoke to such an extent as to create a nuisance.

14. The Railway Company will establish and permanently maintain a suitable sub-station at or near the south or east portal of the tunnel or tunnels aforesaid, and in the event of the north or west portal being at a greater distance than three-quarters of a mile from the union passenger-station hereinafter referred to, the Railway Company will establish and permanently maintain an additional railway-station at or near such last-named portal, and will use for stations for suburban or other local passenger traffic of the Railway Company.

15. (a.) The Railway Company and the Canadian Northern Railway Company shall make, or cause to be made, and thereafter permanently maintain, the western headquarters of the Railway Company and of the Canadian Northern Railway System, both for passengers and freight, and their principal western terminus at the City of Vancouver and not elsewhere; and the Railway Company shall, within five years from the date of delivery of conveyance aforesaid, procure and thereafter permanently maintain deep-water wharfage and facilities therefor within the City of Vancouver, adequate to the needs of a transcontinental railway and a trans-Pacific steamship line, and the Canadian Northern Railway Company covenants and agrees:—

(1.) That said Canadian Northern Railway Company shall, on or before January 1st, 1915, obtain authority by Statute of the Dominion of Canada authorizing it to operate a trans-Pacific steamship line both for passengers and freight;

(2.) That said Canadian Northern Railway Company shall, within eight (8) years from the date of delivery of conveyance as aforesaid, establish or cause to be established, and thereafter permanently maintain or cause to be maintained, a trans-Pacific steamship line both for passengers and freight, having its freight and passenger terminals and its home office at all times as effectively in the City of Vancouver as the Canadian Pacific Railway Company or any company which may operate or control the trans-Pacific steamship steamers operated in connection with the Canadian Pacific Railway from time to time makes the City of Vancouver the passenger and freight terminals and home port of such trans-Pacific steamers for freight and passenger traffic; and

(3.) That supplies for said steamship line shall at all times be purchased for and supplied to its vessels in the City of Vancouver in so far as they may be obtained on as favourable conditions there as elsewhere, and that such steamship line shall at all times make the City of Vancouver its head office on the Pacific Coast and the place in Canada for the signing-on the crews of its steamers and the point at which in so far as possible such crews shall be discharged and paid off.

(b.) The "City of Vancouver" in this article shall mean and refer to the present limits of the City of Vancouver.

16. The Railway Company and the Canadian Northern Railway Company covenant and agree that the Railway Company or the Canadian Northern Railway Company shall, within five (5) years after the delivery of the said conveyance, erect, construct, and complete, and thereafter permanently maintain, within the City of Vancouver, and elsewhere than on the Railway property, a first-class modern hotel containing not less than two hundred and fifty (250) rooms, such hotel to be permanently operated as part of the hotel system of the Canadian Northern Railway.

Spur track.

17. The Railway Company shall, if at any time required by the City so to do, lay out and construct and thereafter, except as hereinafter provided, permanently maintain a good and sufficient spur track crossing Main Street and connecting the City Market with the railway-lines in the Railway property, with switch for same, and shall switch cars to, along, and from said spur track at such times as may be indicated or designated by the City from time to time, and shall remove the said switch and spur track at any time when requested by the City so to do. In the event of such removal, the Railway Company shall leave Main Street and the paving thereon in such condition as shall be satisfactory to the City Engineer.

Retaining-wall.

18. If and when the City shall obtain the approval of the Governor-General in Council of Canada for the construction of a retaining-wall and the filling hereinafter in this article mentioned, the Railway Company shall:—

(a.) Construct a retaining-wall commencing at the intersection of the western boundary of Main Street and the property now known as "Armstrong and Morrison's property and wharf," and running thence westerly along the southerly boundary of said Armstrong and Morrison's property and wharf three hundred (300) feet, and from thence southerly to the north-west corner of the present City Market Wharf, and from thence south-westerly along the westerly boundary of the said City Market Wharf to the south-west corner of the City Market Wharf, and from thence south-easterly along the southerly boundary of said City Market Wharf to such point above the high-water mark of False Creek on or west of Main Street as the City shall designate, such retaining-wall being shown and designated "sea-wall," and marked with the letter "F" on the plan hereto annexed: Provided that, if the City shall so desire, the Railway Company shall construct the said retaining-wall in such other position (including other angles, directions, and distances) within the boundaries of the said retaining-wall hereinafter described as shall be designated by the City:

(b.) Fill in to such grade as shall be designated by the City the portion of the bed and foreshore of False Creek bounded by the said retaining-wall and the space between the easterly boundary of Main Street and said retaining-wall, including the space under Main Street Bridge and Main Street, such retaining-wall to be of sufficient size, depth, and strength so that neither the filling-in to be done under this Agreement nor any dredging in False Creek which may at any time be authorized or undertaken by the Dominion of Canada shall endanger the same: Provided that, in the event of the City not designating the position of such retaining-wall within two (2) years from the delivery of conveyance as aforesaid, or in the event of the City not obtaining the approval of the said Governor-General in Council as aforesaid within the said period of two (2) years, or in any event if the City shall at any time within the said period of two (2) years so request, the Railway Company—instead of constructing said retaining wall and works in connection therewith in manner aforesaid—shall, subject to the approval of the Governor-General in Council being first obtained by the City, erect and construct a retaining-wall of the character before mentioned at and along the western boundary of Main Street from the south side to the north side of False Creek, and shall also remove Main Street Bridge, and fill in, grade, and pave Main Street across False Creek from the point where the general grade of such street rises to approach such bridge on one side to the corresponding point on the other side thereof; such filling-in, grading, and paving to be done in such manner as shall be designated by the City Engineer; provided that in carrying out the work afore-

said the Railway Company shall provide for the traffic passing over Main Street Bridge so as to interfere therewith as little as reasonably possible. The City shall indemnify, protect, and save harmless the Railway Company from and against all claims by any person on account of any lands or rights in lands taken or injuriously affected by reason of the works referred to in this article.

19. The Railway Company shall work in harmony with the Dominion Government or any department thereof in any dredging of filling material from the basin of False Creek west of Main Street to be done by the Railway Company. Dredging.

20. The Railway Company shall, when and so soon as the same shall have been fully filled in, and not in any event later than five (5) years from the delivery of said conveyance, make, grade, and pave as city streets, in manner satisfactory to the City Engineer, the areas set out in subparagraphs (B) and (C) of Article 4, and will thereafter maintain, repair, and repave the said streets when and as required by the City, and will pay one-half of the cost of making, grading, and paving the street comprised in area set out in subparagraph (D) of Article 4, including extension thereof through Lots 11, 12, and 13 in Block 3 referred to in Article 3, and will thereafter pay one-half the cost of maintaining, repairing, and repaving the said last-named street by the City. In case the British Columbia Electric Railway Company, under the terms of its agreement with the City, be responsible for the paving or repaving of any portion of any such streets then the paving or repaving of such last-named streets shall be done by the Railway Company in conjunction with the British Columbia Electric Railway Company, so that the latter company may pay or provide its fair and proper proportion of the cost of the work. In the event of the Railway Company and the British Columbia Electric Railway Company being unable to agree as to the doing of any of the said works, then the City shall itself do the work, the Railway Company paying such portion of the cost thereof as is not payable by the British Columbia Electric Railway Company as aforesaid. The Railway Company further agrees that, in respect of any streets, lanes, or passages other than those hereinbefore in this article referred to made or constructed by the Railway Company and permitted to be used by the public in or upon the Railway property, the Railway Company shall at all times keep such streets, lanes, and passages paved and in good repair. In case at the time when under the provisions of this article any streets are to be paved it is impracticable in the opinion of the City Council to do the work in consequence of the ground being liable to settle or otherwise, then the Railway Company shall by planking or otherwise make temporary roadways suitable for use by the public, and thereafter when practicable to pave such streets the Railway Company shall pave same or pay one-half of the cost of paving as provided in this article. Grading, etc., of streets.

21. The Railway Company shall proceed with all the works hereunder, including the works referred to in Article 18, so that the union passenger-station, terminals, tunnels, and works shall be fully established, constructed, and completed within five (5) years from the date of delivery of conveyance as aforesaid. The union passenger-station shall be constructed and established facing on the driveway referred to in Article 36 and at some point between the northern boundary of the Railway property and the northern boundary of the "Main Roadway" marked "B" on the plan referred to in Article 4. The freight-sheds shall be located immediately adjoining the roadway shown on said plan and marked "C." Said passenger-station and freight-sheds shall thereafter be permanently maintained in such place or in such other place as shall be agreed upon by the City Council. Nothing herein contained, however, shall prevent the Railway Company, or its successors, from establishing or causing to be established additional passenger, freight, and shipping accommodation and facilities on the Railway property. Completion and location of terminals.

Joint use by other  
railways.

22. The Railway Company shall so design and construct the union passenger-station, terminals, buildings, tracks, and facilities, in so far as same are to be located upon the Railway property, as to reasonably provide for the use thereof not only by the Railway Company and the Canadian Northern Railway System, but by such other railway companies (including the Pacific Great Eastern Railway Company) as may require to make use thereof. Any other such railway company shall be entitled to the joint use of the said passenger terminals and stations, including the tunnels to the extent of the reasonable capacity thereof, in so far as such use shall not interfere with the reasonable and necessary use and enjoyment thereof by the Railway Company or the Canadian Northern Railway System, or any other company which may be then making use of such facilities, upon payment of just and reasonable compensation for such use. The right of other railway companies as aforesaid shall include the right of railway companies entering such terminals otherwise than through such tunnel or tunnels to obtain access to such terminals and station, and, if necessary for that purpose, to connect with or cross the tracks of the Railway Company at a point between the portal of said tunnel or tunnels nearest to the Railway property and such property or at such other point as may be most convenient, having regard to the interests of the Railway Company and of such other railway companies entering such terminals as aforesaid and of other railway companies using or that may use such terminals, such point in case of dispute to be determined by the Lieutenant-Governor in Council. The extent of the reasonable capacity of such passenger terminals and station and of the use which would interfere with the reasonable necessary use and enjoyment thereof as aforesaid shall, in case of any dispute, be determined by the Lieutenant-Governor in Council.

Yards, etc., adequate  
for the railways

23. The Railway Company shall provide and furnish upon the Railway property sufficient and adequate yards, tracks, and freight-sheds to at all times reasonably accommodate and provide for the handling of the freight-cars and freight of any other railway companies referred to in the first sentence of Article 22, in so far as by doing its own reasonable and necessary use and enjoyment of the Railway property shall not be substantially impaired or interfered with, and such question, in the event of dispute, to be determined by the Lieutenant-Governor in Council.

Control of yards  
and sheds

24. Subject always to the authority of the Lieutenant-Governor in Council under this Agreement, the said freight-yards and freight-sheds shall be under the sole control of the Railway Company, and the freight-cars and freight of any other railway company as aforesaid shall be handled solely by the Railway Company, except that such other railway company shall be entitled to access to and to place its freight-cars upon the transfer track or tracks referred to in Article 25.

Handling freight  
cars and freight of  
other railways

25. The Railway Company shall handle both in and out through any freight yard or yards that it may establish on the Railway property the freight cars of other companies referred to in the first sentence of Article 22, for such period and upon such terms and subject to such stipulations and upon payment of such just and reasonable compensation as may from time to time be mutually agreed upon, and the Railway Company shall provide reasonable and convenient access to such yard or yards, so that such other companies may enter same for the purpose of placing cars on a suitable transfer track or tracks which the Railway Company shall provide therein. The Railway Company shall also handle both in and out through the said tunnel or tunnels the freight and passenger cars and trains of any such other company (which is not desirous of handling such cars and trains itself by electrical devices), and in the case of freight cars and trains shall haul same to and from such transfer track or tracks, and in the case of passenger cars and trains shall haul same to and from the union passenger-station, for such period and upon such terms



and subject to such stipulations and upon payment of such just and reasonable compensation as may from time to time be mutually agreed upon. The Railway Company shall handle both in and out through its freight-sheds on the Railway property the freight of such other companies for such period and upon such terms and subject to such stipulations and upon payment of such reasonable compensation as may from time to time be mutually agreed upon, and shall allow access, by means of any driveways it may establish, to said freight-sheds for the receipt and delivery of the freight of such other companies: Provided that the Railway Company shall not, in so doing, substantially impair or interfere with its own reasonable and necessary use and enjoyment of the Railway property; and such question, in the event of dispute, to be determined by the Lieutenant-Governor in Council.

26. In the event of the Railway Company refusing to allow any other railway company to use the said union passenger-station, terminals, buildings, tracks, facilities, or tunnels, or refusing to allow any other railway company to obtain access to said passenger terminals and station, or to connect with or cross the tracks of the Railway Company as aforesaid, or neglecting or refusing to handle or haul the freight or passenger cars or trains of any such other railway company as aforesaid, or neglecting or refusing to handle the freight-cars or freight of any other railway company as aforesaid, or in any other manner neglecting or refusing to comply in any particular with the provisions of Articles 22 to 25, inclusive, or in the event of any such other railway company complaining of the service given by the Railway Company in connection with such union passenger-station, or in handling or hauling such freight or passenger cars and trains, or handling freight, or in the event of the Railway Company—and any such other railway company as aforesaid—failing to agree on the period or upon the terms and conditions or upon the sum to be paid as a just and reasonable compensation for any of the matters aforesaid, such other company shall have the right to apply to the Lieutenant-Governor in Council, who shall have power to order compliance with said Articles 22 to 25, inclusive, and to direct the manner thereof, and shall determine the reasonableness or otherwise of such neglect or refusal or service, and confirm such refusal, or direct the Railway Company to permit the joint use of such union passenger-station, terminals, buildings, tracks, facilities, and tunnels to the extent herein provided, the nature and extent of such use to be determined by the order of the Lieutenant-Governor in Council, or direct that such other company have access to said passenger terminals and station and be at liberty to connect with or cross the tracks of the Railway Company for that purpose, or direct the Railway Company to handle or haul the freight and passenger cars and trains (or any of same) or handle the freight of such other company as aforesaid, or improve the service, as the case may be, in such manner and for such period and upon such terms and subject to such stipulations and upon payment of such sums as the Lieutenant-Governor in Council may determine; but nothing in this Agreement contained shall be deemed to authorize any order or direction compelling the Railway Company to increase the capacity of its tunnels or to construct any additional or other tunnel than as in this Agreement expressly provided.

Power of Lieut -  
Governor in Council

27. The Railway Company shall not, so long as reasonable and just compensation as hereinbefore referred to is duly paid, at any time do or permit to be done any matter or thing to impede or interfere with the use of the Pacific Great Eastern Railway Company, or other railway company entitled to make use of same, of the passenger station, terminals, buildings, tracks, yards, tunnels, driveways, sheds, and facilities referred to in Articles 22 to 26, inclusive.

Non-interference  
with other railways

28. The Railway Company agrees that, except as in this article stated, the tax exemption contained in chapter 3 of the Statutes of British Columbia for

Taxes

the year 1910, and Schedule thereto, shall not apply to the Railway Company's portion of the bed of False Creek, in this Agreement designated as the "Railway property." The said Railway property shall continue exempt from all taxes during three years from the delivery of conveyance as aforesaid; during the two years following such three-year period, the Railway property shall be assessed in like manner as other lands and improvements are assessed; but the Railway Company shall be liable to pay only three-fifths of the taxes based upon the land-value under the assessment, and the Assessor in fixing such land-value shall include therein the value of any and all filling done under this Agreement, but no other improvements. After the expiration of such two-year period and until the year 1924, when the exemption referred to in the said Statute expires, the Railway property as hereinbefore defined shall be assessed and land-value fixed in manner aforesaid, and the Railway Company shall pay the taxes based on such land-value. Taxes for the purpose of this article shall be taken to mean and include all taxes and rates either for ordinary yearly or usual taxes and rates, or for school taxes and rates or otherwise howsoever, but there shall be no exemption as to local improvements.

Carolina or Scott  
Street Bridge.

29. The Railway Company consents and agrees to the City extending either Carolina or Scott Street as the City may at any time elect by an overhead bridge of such material and design as the City shall determine across the bed of False Creek, and agrees to permit the City to place and at all times maintain the footings and supports of such bridge upon the Railway property, and to provide the land necessary therefor. The Railway Company shall also provide from out of the Railway property such land adjoining Main Roadway, being extension of First Avenue, and adjoining the street on the south boundary of the Railway property as the City shall designate as necessary for the erection thereon of steps and ramps leading from the said streets to the said overhead bridge in addition to the width of such streets. The Railway Company shall pay one-half the cost of such bridge, including such last-mentioned steps and ramps, in so far as the same shall be upon or over the Railway property. The Railway Company shall give to the City three months' notice before commencing to construct its tracks upon the Railway property of the date when such construction of tracks will be commenced, and during said period of three months the City Engineer shall designate the location and dimensions of such footings, supports, steps, and ramps. The bridge shall be designed and constructed having regard to the uses to be made of the Railway property, and so as to interfere therewith as little as reasonably possible.

Additional bridges  
north and south.

30. The Railway Company consents and agrees to the City at any time hereafter extending by means of overhead bridges two additional streets running north and south, one to the east and one to the west of the hereinbefore-mentioned overhead bridge from Carolina or Scott Street across the bed of False Creek, and agrees to permit the City to place and thereafter at all times maintain on the Railway property footings and supports, and to provide the land necessary therefor. Such bridges shall be designed and constructed having regard to the use to be made of the Railway property, and so as to interfere therewith as little as reasonably possible. So far as practicable, the footings and supports of these bridges shall be in line with the footings and supports of the Carolina or Scott Street Bridge. If practicable, the City will designate the locations of such footings before the Railway Company shall establish its tracks, and should the City fail so to do it shall pay the cost of moving any of the tracks of the Railway Company which may be interfered with by the construction of such footings and supports. The City shall have the right by its officers, servants, agents, workmen, or employees to enter in and upon the Railway property for the purpose of constructing, maintaining, and repairing the overhead bridges running north and south authorized by this Agreement, and the Railway Company agrees to grant and does grant to the

City such easements as shall be necessary upon the Railway property for the purposes in this article mentioned.

21. Whenever the City shall determine to extend First Avenue so as to connect said First Avenue at Clark Drive with a bridge or overhead crossing across the property of the Vancouver, Victoria and Eastern Railway and Navigation Company, the Railway Company shall pay to the City one-half of the cost of purchasing or expropriating such land, being Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11) in Block Fifty-nine (59), or such portions of said lots and such portion of Block Sixty-eight (68) as shall be necessary for such purpose. all in District Lot 264 A in Group 1, New Westminster District, up to a width for such street of one hundred and twenty-five (125) feet, including the purchase price or values paid for or fixed for same, and all costs, charges, and expenses in connection with purchasing, acquiring, or expropriating same. In case the price for which the City can purchase any portion of said land is deemed too high by the Railway Company, then the price of same shall be determined by arbitration under section 133 of the "Vancouver Incorporation Act" and amendments. The said cost of purchasing or expropriating, of which the Railway Company shall pay one-half, shall mean the total cost of same, whether to the City alone or to the City and any other person providing any part of such cost.

Extension First Avenue.

22. The Railway Company shall connect the bridge or overhead crossing referred to in Article 31 with the area or portion of land described in Article 4 (B) (Main Roadway) by suitable ramps to be constructed of such size, material, and design and in such manner as the City Council shall direct. When from time to time pursuant to order of the Lieutenant-Governor in Council, or to resolution of the City Council, said bridge or overhead crossing is required to be extended westerly to or towards Main Street for the purpose of avoiding the crossing of railway-tracks in the bed of False Creek, same shall be so extended and constructed by the Railway Company at such width as the City Council shall determine, and with suitable ramps connecting with said Main Roadway; if such extension is to avoid the crossing of tracks at a point one thousand feet or more west of Glen Drive, formerly Boundary Avenue, marked "Glen Drive" on the plan hereto annexed, then and in such case the said bridge or overhead crossing shall be so extended and continued by the Railway Company to the easterly boundary of the overhead bridge referred to in Article 29 (Carolina or Scott Street Bridge); and if such extension is to avoid the crossing of tracks west of said bridge referred to in Article 29, then such bridge or overhead crossing shall be extended to such point west of said bridge referred to in Article 29, as the City Council shall determine; and from the westerly end of any such extension the Railway Company shall construct suitable ramps to said Main Roadway, and all extensions of said bridge or overhead crossing referred to in Article 31, and all ramps therefrom referred to in this article, shall be constructed of such size, material, and design and in such manner as may be directed by order of the Lieutenant-Governor in Council, or resolution of the City Council, and such extensions and ramps shall at all times be maintained and kept in repair by the Railway Company. Such extensions shall be so constructed that there shall be no level railway-crossing thereof.

Bridges east and west.

23. The Railway Company consents to the City extending any of its sewers, drains, and culverts from time to time through the Railway property at such places as shall be convenient to the City, and in conformity with any general plan or system of drainage or sewerage that may from time to time be designed by or on behalf of the City. And the Railway Company grants to the City the right at any time and from time to time to enter upon the Railway property, and to repair, renew, or rebuild any such sewers, drains, and culverts and the Railway Company agrees to grant, and does grant, to the City such easements

Sewers

as shall be necessary upon the Railway property for the purpose in this article mentioned, and the Railway Company agrees to pay the cost from time to time of such extensions in so far as such extensions may be in the bed of False Creek.

Watercourses.

34. The Railway Company agrees that, in the event of the City diverting or otherwise taking care of any natural watercourse now running into False Creek, or preventing any flow from such watercourse from running therein, to pay to the City the amount it would have cost the Railway Company to itself take care of such watercourse, or the flow therefrom; the amount in case of dispute to be settled by arbitration.

Protection of street traffic.

35. The Railway Company shall at all times hereafter furnish and provide all necessary and adequate protection for vehicular and pedestrian traffic at all streets, roads, or highway crossings on the Railway property, and on the lines within the City of Vancouver of the Railway Company entering through the tunnel or tunnels; and if any order shall at any time be made by the Lieutenant-Governor in Council in respect of protection at any such crossing, the Railway Company will agree and consent that all cost and expense of such protection shall, by such order, be directed to be paid by the Railway Company; Provided that if any such street, road, or highway is carried over or under any track of the Railway Company as protection for any such traffic (whether under order as aforesaid or otherwise), then such street, road, or highway shall be so carried over or under at the full width thereof. This article shall be without prejudice to the liability of any person (other than the City) to contribute or pay any portion of said cost or expense other than any such portion of cost or expense which may be repayable at any time by the City to such person.

Driveway

36. The Railway Company shall reserve and permit the use as a public driveway of a strip or area fifty (50) feet in width off the Railway property adjoining the easterly portion of the area or portion of the bed of False Creek set out in subclause (1) of subparagraph (A) of Article 4, and running north and south from the area or portion set out in subparagraph (B) of Article 4 to the southerly boundary of the portion of the property on the north side of False Creek heretofore conveyed to the Vancouver, Victoria and Eastern Railway and Navigation Company (or for such portion of said distance as the City shall deem necessary); and the City shall provide the land to continue such driveway from, at, or near the south end thereof to Main Street, and from, at, or near the north end thereof to Main Street, or to some other street or highway connecting with Main Street, and may make such continuations in either rounded or curving directions or in such other directions or manner as the City shall deem advisable, and may, if the City deem it advisable, make such driveway either fifty (50) feet in width throughout or any greater width throughout than fifty (50) feet, and for such purpose may use such part of the area or portion of lands set out in subclause (1) of subparagraph (A) of Article 4 as shall be requisite or necessary. The Railway Company shall reclaim and fill in in manner satisfactory and to a grade required by the City Engineer the whole of the said driveway at and within the times hereinbefore specified for the Railway Company to reclaim and fill in the City property, and the Railway Company shall pay to the City all the cost and expense of paving said driveway, and shall thereafter pay to the City all the cost and expense of repaving and maintaining in good repair the said driveway at any time in the future.

Labour

37. The Railway Company shall not carry on any of the construction-works referred to in this Agreement on or in connection with the Railway property or the City property on the Sabbath Day; and shall not employ upon the construction of any of the works referred to in this Agreement, either directly or indirectly, any Asiatic or persons of the Asiatic race; and in the event of

the Railway Company so employing any Asiatic or person of the Asiatic race, it shall forfeit and pay to the City one dollar (\$1) for each and every day or portion of a day that each such Asiatic or person of the Asiatic race may or shall be employed by it.

38. The Railway Company shall pay or cause to be paid to any and all workmen, artisans, mechanics, and labourers employed in connection with the construction of any of the works referred to in this Agreement upon the Railway property or the City property the current wages paid by the City at the time to competent workmen engaged upon similar work, the same working-hours to prevail, and no labour to be paid at a less rate than the minimum wages paid at the time by the City: and in the event of the Railway Company failing to pay to any workman, artisan, mechanic, or labourer wages in accordance with the provisions of this article, the Railway Company shall pay to the City one dollar (\$1) per man for each and every day or portion of a day that any such workman, artisan, mechanic, or labourer is employed or paid at wages less than are provided in this article, such one dollar (\$1) to be paid for each person employed for each day or portion of a day that he is employed at wages less than aforesaid. The amounts specified in this article and in Article 37 are agreed upon as liquidated damages and not as a penalty, and the liability to pay such amounts shall not prejudice or interfere with the right of the Supreme Court of British Columbia or a Judge thereof to grant mandamus or injunction to enforce obedience to such articles, and the Railway Company agrees that obedience thereto may be so enforced at the suit of the City.

39. The Railway Company agrees that all its employees engaged in and upon the construction of any of the works hereby agreed to be done shall be residents of the Province of British Columbia, in so far as it is possible for the Railway Company to obtain such employees who are residents of British Columbia, at the rate of wages agreed to be paid in Article 38, and that in and during any such employment the Railway Company shall impose no restriction whatsoever on any such employee as to where he shall live while employed by the Railway Company, but any such employee shall be at liberty to live wherever he pleases when so employed. The Railway Company further agrees that in any and all contracts or sub-contracts let or entered into by the Railway Company providing for or relating to or affecting works hereby agreed to be done by the Railway Company or any part thereof, the Railway Company shall provide and insert or cause to be provided and inserted a clause embodying and effectually providing for the carrying-out of the provisions of this article and Articles 37, 38, 40, and 45, but such provision and insertion shall not in any way release the Railway Company from any liability under this article or Articles 37, 38, 40, and 45.

40. The Railway Company further agrees that all materials and supplies purchased and obtained by it for the construction and carrying-out of any of the works in this Agreement referred to shall, provided terms and prices are as favourable as can be obtained elsewhere, be purchased and obtained within the Province of British Columbia.

41. Nothing heretofore contained shall prejudice or take away the right of the City to apply to the Lieutenant-Governor in Council or other authority (Dominion, Provincial, or local), official, or person having jurisdiction in that behalf for an order compelling or directing the Railway Company to fulfil, carry out, and perform any of the terms and provisions of or any of the works agreed to be done, performed, or carried out by the Railway Company in this Agreement, or any matter or thing relating thereto.

42. The Railway Company shall furnish a bond or bonds with sureties and in form satisfactory to the City in the penal sum of one million five hundred thousand dollars (\$1,500,000) each conditioned for the due performance, in

accordance with the provisions of this Agreement, of the several things which are agreed to be performed by the Railway Company and, or, the Canadian Northern Railway Company by the following articles of this Agreement, that is to say: Articles 2, 3, 9, 10, 11 (except as to maintenance after construction), 12, 16 (except as to maintenance after construction and completion), 18, 20 (except as to maintaining, repairing, and repaving streets or paying half the cost of such, and except as to the last paragraph of said article), 21 (except as to maintenance after construction and completion), 29 (if the extension of such street is made within five years from the delivery of conveyance as aforesaid), 31 (if the purchasing or expropriating referred to in said article is done within five years from the delivery of conveyance as aforesaid), 32 (if the order or determination to extend such bridge or overhead crossing is made within five years from the delivery of conveyance as aforesaid), 37, 38, 39, and 40. Unless said bond or bonds are furnished within ninety days from the passing of Act referred to in Article 1 or from the obtaining of approval referred to in Article 2, whichever shall be last, this Agreement shall become null and void except as mentioned in Article 2. The said conveyance shall not be delivered until said bond or bonds have been furnished.

Completion at  
Railway Com-  
pany's expense.

43. In the event of the Railway Company and, or, the Canadian Northern Railway Company failing to perform, in accordance with the provisions of this Agreement, any of the several things agreed to be performed by the articles referred to in the last preceding article, the City shall be at liberty to perform the same at the expense of the Railway Company, and this provision shall be inserted in the bond or bonds referred to in Article 42, and the said bond or bonds shall, among other things, be conditioned for the payment of the expense of performing such works if same has been performed, or the amount which it would cost to perform same if same has not then been performed; such amount when recovered to be expended by the City in performing such work.

By-law.

44. This Agreement shall not take effect until a by-law approving of the same has been voted upon and received the assent of the electors of the City of Vancouver under and in manner provided by the provisions of the "Vancouver Incorporation Act" and amendments for the submission to and voting upon and assent of the electors of and in respect of by-laws for contracting debts, and until this Agreement has been ratified and confirmed by an Act of the Legislature of the Province of British Columbia. All parties shall join in endeavouring to obtain the necessary ratifying legislation.

Indemnity.

45. The Railway Company shall indemnify, protect, and save harmless the City from and against any liability for damages, compensation, or costs arising from or occasioned by any work or works done, performed, or carried on or agreed to be done, performed, or carried on by the Railway Company in and by this Agreement, or any work or works incidental to or in connection with the same, or by any work or works of whatsoever kind or nature which shall hereafter be done, performed, or carried on by the Railway Company or by any use which shall at any time hereafter be made by the Railway Company with respect to any of the lands or property referred to in this Agreement, or by any act, thing, or deed by the City hereby agreed to be done, or which may be done, performed, or carried out by either the City or the Railway Company in pursuance of and in fulfillment of this Agreement, or in respect to the lands and property referred to herein; and if any claim for any such damages, compensation, or costs is made or action for same brought against the City, the City will notify the Railway Company of such claim or action, and the Railway Company will be at liberty in the name of the City, but at its own cost and expense, to defend such claim or action.

Failure to obtain  
legislation.

46. Should the Act ratifying and confirming this Agreement and authorizing and empowering the parties hereto to carry the same into effect, referred to

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in Article 1 hereof, not be passed within eighteen (18) months from the date of this Agreement, then this Agreement and every clause, condition, and thing herein contained shall be null and void, and the parties hereto shall be and be deemed to be in the same position as if this Agreement had never been made, except that the Railway Company shall continue liable to repay to the City any cost and expense which the City may have incurred which under the terms hereof are payable by the Railway Company.

47. All acts, deeds, matters, and things which by this Agreement are to be done, performed, fulfilled, or carried out by the Railway Company shall be so done, performed, fulfilled, and carried out at the sole cost and expense of the Railway Company. Where any order to be performed or obeyed by the Railway Company is made by the Lieutenant-Governor in Council pursuant to the provisions of this Agreement, such order shall be binding upon the Railway Company, and shall be promptly complied with by the Railway Company. Where by the terms of this Agreement any works are to be maintained or kept in repair by the Railway Company, the same shall be maintained and kept in repair in good order and condition. Where under the terms of this Agreement any works are to be maintained or kept in repair by the Railway Company on the City property, the same shall be maintained and kept in repair in good order and condition, to the satisfaction of the City. Whenever in this Agreement it is provided that any option shall or may be exercised or request made or notice given, or proceeding, act, thing, or deed done or performed by the City, the same shall, unless required by this Agreement to be done by by-law, be exercised, made, given, done, or performed by the City Council by resolution. Where in this Agreement reference is made to any order, decision, determination, or approval to be made or given by the Lieutenant-Governor in Council, such reference shall be construed to give full power and authority to make or give such order, decision, determination, or approval, and to refer to the Lieutenant-Governor in Council of the Province of British Columbia, and the power to make or give any such order, decision, determination, or approval may be exercised from time to time as may be deemed necessary, and it is agreed that, in addition to the parties directly interested, the City shall have the right of being represented and heard before such Lieutenant-Governor in Council before the making or giving of any such order, decision, determination, or approval. If the Railway Company shall at any time fail to pave or repave any street, lane, or highway of the City in accordance with the provisions of this Agreement, or to do or perform any other works which it is liable to do and perform under this Agreement, and which the City under its Act of Incorporation and amending Acts has or may be given authority to do and perform as a local improvement, the City may from time to time do such paving or repaving and do and perform such other works as aforesaid upon the local improvement plan under its Acts of Incorporation and amending Acts; and in the event of the City so doing, the Railway Company agrees not to oppose any such action by the City either by petition against same or before any Court of Revision, or in any other manner whatsoever. It is agreed between the parties hereto that time shall be deemed to be of the essence of this Agreement. In this Agreement, unless a contrary intention appears, words in the singular shall include the plural, and words in the plural shall include the singular, and the word "person" shall include company or other corporation, and the word "company" shall include person, and the expression "City Engineer" shall mean the City Engineer of the City. Where this Agreement provides that the Railway Company shall permit other railway companies to use any of the railway terminals and facilities herein referred to, the Railway Company shall, upon the terms, times, and conditions upon which such said railway terminals and facilities are to be used being determined, enter into an agreement with such other railway company or com-

Interpretation

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 AGREEMENT.

panies, setting out the terms, times, and conditions aforesaid, and agreeing to the use of such railway terminals and facilities to the extent and for the time and upon the terms so determined upon as aforesaid. Where in or by this Agreement the Railway Company or the Canadian Northern Railway Company undertakes to complete any particular work or works or acquire or convey any property or properties, or do any act or thing within any specified time, the Agreement shall be read to mean the time so specified, or such enlargement or extension thereof as may from time to time be granted by resolution of the Council of the City of Vancouver. Should the Railway Company or the Canadian Northern Railway Company be delayed in the prosecution or completion of any of the works agreed to be constructed under this Agreement by reason of the act of God, King's enemies, strikes not occasioned by any act or default of the Railway Company or the Canadian Northern Railway Company, vis major, or other unavoidable causes, then the time herein fixed for the doing or completion of any such works shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. The period of such extension shall, if the City and Railway Company or the Canadian Northern Railway Company are unable to agree upon the same, be determined by the Lieutenant-Governor in Council, and the Lieutenant-Governor in Council shall have the sole power to determine as to whether any strike is occasioned by act or default of the Railway Company or the Canadian Northern Railway Company, and as to whether causes delaying the prosecution or completion of any of the works are unavoidable.

In witness whereof the said parties hereto have, on the day and year first above written, hereunto set their respective corporate seals under the hands of the respective officers in that behalf duly authorized

Signed, sealed, and executed in  
 the presence of -

As to the execution by the City  
 of Vancouver -

As to the execution by the Cana-  
 dian Northern Pacific Railway  
 Company—

As to the execution by the  
 Canadian Northern Railway  
 Company—

VICTORIA, B. C.:

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 1918.