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PRINCE RUPERT

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Prince Rupert

ALFRED CARSS.

of British Columbia

and Manitoba Bars.

BYLAW OF THE CITY OF PRINCE RUPERT TO PROVIDE FOR THE YLAW OF THE CONSTRUCTION OF A HYDRO-ELECTRIC SYSTEM TO SUPPLY CONSTRUCTION OF RUPERT WITH WATER FLECTRIC THE CITY OF PRINCE RUPERT WITH WATER, ELECTRIC LIGHT THE CITY OF TRIBLE AND SECURE A DEBT FOR THE PASSED THE MUNICIPAL COUNCIL OF THE PURPOSE OF CONSTRUCTING THE SAID SYSTEM AMOUNTING RUPERT THE 21ST DAY OF AUGUST A. D. 1911.

WHEREAS, by the Municipal Clauses Act and Amending Acts, the City WHEREAS, and authorized to construct, operate and maintain works for supof Prince Rupert is additionally water, water power, electric light, and electric plying for any or all purposes, water, water power, electric light, and electric plying for any or all purposes, water, water power, electric light, and electric Ripower to the inhabitants of the said city and localities adjacent thereto, and for THE. power to the initialitions, and terms under which such works are to be completed regulating rates, conditions, and terms under which such works are to be completed

and used. WHEREAS, it has been considered expedient for the City of Prince Rupert to construct and maintain works to obtain a permanent supply of water Rupert to constitute anhabitants of the said city, and any persons, who may be adjafor the use of the lines, constructed hereunder, such water to be used for all purposes cent to the pipe in City may legally supply water, such works to be so constructed for which the said Constructed by the said City for all purposes for which the said City is authorized by statute to apply the same.

AND, WHEREAS, the water from Woodworth Lake, situated on the Tsimppower for the use of the said City.

nomical and equally as efficient. AND, WHEREAS, in order to effect such a combination, it will be necessary to install mains from the point of diversion to the point, where the power plant to instant mains the first the power plant is to be constructed, of sufficient diameter to carry water for both purposes, which will be much more than would be required for either the water supply or the electric

AND, WHEREAS, considering the above recited facts, the Council have determined to treat the whole scheme as a joint undertaking and to provide for

the construction of the same as such. AND, WHEREAS, the general description of the proposed Hydro-Electric

A dam to be erected as a suitable point near the outlet of Woodworth Lake; from that point the water to be piped down to a point at or near the head of Shawatlans Lake, the said pipe to be of a capacity large enough to carry sufficient water for the supply of the City of Prince Rupert, and also to operate at or near the head of Shawatlans Lake, a plant for the purpose of generating electricity; and after leaving the head of Shawatlans Lake the water to be piped into the City of Prince Rupert, and there be distributed by a proper distribution system. and the electric power will be brought into the said City by transmission lines from the head of Shawatlans Lake.

AND, WHEREAS, the amount of the debt necessary to be incurred by the City of Prince Rupert for the construction of the said Hydro-Electric Plant, and the necessary distribution system connected therewith, is the sum of \$550,000.00. AND, WHEREAS, the total amount which will have to be raised annually and figures following:for the purpose of paying the said debt and interest will be \$28,948.54.

before the first day of September A. D. 1912, and, therefore, the amount of rates, charges, and rentals for the use of water or electric power will during this present

or charges to be derived from the said Hydro-Electric System. charges to be derived from the said Hydro-Electric System.

AND, WHEREAS, the estimated amount of rentals, rates, and charges that THE GRAND TRUNK PACIFIC RAILWAY COMPANY (hereinafter called

will be derived from the said Hydro-Electric System after the same is completed AND, WHEREAS, the sum necessary for the payment of interest during

the currency of the debentures to be issued hereunder is \$24,750.00 per annum. AND, WHEREAS, the sum to be set aside annually to discharge the debt, HIS MAJESTY THE KING, in his right of his Province of British Columbia, authorized to be created by this bylaw, is the sum of \$4,198.54 per annum, and it is proposed to set aside such annual sum by depositing the same annually at interest in a chartered bank or trust company in Canada or by the purchase of the debentures of the said City at a price not above par or by both such modes of

AND, WHEREAS, the amount to be raised annually for the payment of the agreement is made for the purpose of settling such differences. said debt is arrived at by estimating the interest to be derived from the annual

Land, \$12,223,041.00; improvements, \$497,965.

made up under the guarantee to be given by the City as hereinafter provided.

Hydro-Electric System for the supply of water and electric light and power, and eight (58), fifty-nine (59) and sixty-two (62). also to be secured by the guarantee of the City at large.

Lieutenant-Governor in Council.

enacts as follows:-

1. This Bylaw shall take effect on the 12th day of September, A. D. 1911. In the recitals hereinbefore contained according to plans and specifications to be be used for other than strictly municipal purposes. said Hydro-Electric System complete in every particular and detail.

thorized, the City of Prince Rupert is hereby empowered to create a debt of \$550,- conditions, that is to say: 000.00, which debt shall be payable in fifty (50) years from the date when this sylaw comes in force; namely, the 12th day of September, A. D. 1911, for which Company and the Province; debt debentures shall be issued to be secured in manner hereinafter appearing. during the currency of said debentures, and the sum of \$4,198.54 is necessary to consent of the Townsite Company and the Province; be set aside annually during the currency of the said debentures for the purpose of forming a sinking fund, with which to pay the said debt and debentures at erected upon the said parcels of any or them without the like consent. maturity, the said sum of \$4,198.54 to be raised annually as a sinking fund, being of said debentures, will be sufficient to discharge the said debt when due.

accruing from the Hydro-Electric System and estimated at \$72,500.00 shall be hereinafter provided with respect to Parcel two (2): withdrawn and set apart from the general revenue of the City, the sum of \$28,be raised and levied in each year, during the said period of fifty (50) years, and the leave hereinbefore provided; currency of the debentures by special rate sufficient therefor on all the rateable land in the City of Prince Rupert, and shall be collected by the said City as mun-

leipal taxes, and placed in the said "Hydro-Electric System Account 6. The said sum of \$4,198.54, to be raised annually as sinking fund, shall purposes be invested annually by the City Treasurer upon the recommendation of the those hereinbefore recited investments.

7. There shall be issued any number of debentures to be made for such sums as may be required for the raising of said sum of \$550,000.00 and said debentures or for the erection of school, college, seminary or other public buildings; may be either for currency or sterling money, payable in gold coin for not less than \$100.00. sum of \$550,000.00 and the said debentures shall be duly prepared, executed, and sold for the construct and maintain upon this parcel one or and sold for the purposes aforesaid

sealed with its corporate seal lst day of January and the 1st day of July in each year, and may be with or without the land are to be retained; coupons attached the land are to be retained; shall be attached thereto for the payment of said interest, and in case coupons shall be attached to said debentures, said coupons shall be equivalent to one-half year's interest at the said debentures, said coupons shall be equivalent to one-half to be suitably graded and planted; year's interest at the said rate of four and a half (4 1-2) percent. per annum, to be suitably graded and planted; one coupon being of the debenture to waich they shall be respectively attached, one coupon being made payable each six months from and after the date of the

10. The said coupons shall be deemed to have been properly executed by each one having written, stamped, printed or lithographed thereon, the names of the Mayor and The stamped, printed or lithographed thereon, the names with the number of the debenture to which it is attached.

11. The said debentures shall be made payable at any place in England, the United States, or Canada therein set out. 12. The amount of the said coupons, namely: the interest, shall be payable any of the places in the said coupons, namely:

at any of the places in England, the United States, or Canada therein set out. 13. The said debentures when issued and sold, and any coupons attached thereand binding charge share aforesaid have been issued and sold, and any coupons accurate a valid of the said City passed for the issue and sale of debentures, and notwithstanding to the above purposes. anything herein contained authorizing and directing the issue and sale of debentures for the payment of the debt thereby created; the City of Prince Rupert Consolidated Stock of the debt thereby created; empowered by law to do so.

on, willing to advance the same for the purposes of paying for the said works, hereund thereof, and for the purposes of paying for the said works, bereund thereof, and for the purposes of paying for the said works, be issued and complete the same with an reasonable to the council, during the construction of the council, during the construction of the same with an reasonable to do so, and complete the same with an reasonable to do so, pay rolls in connection with such works, so far as it may be feasible to do so.

The Townsite Company will, within a period of two years from the said works, and for the purposes of paying for the said works, by the Logislature, commence the erection of the purposes of paying for the said works. or any part thereof, and for such loans to hypothecate the debentures to be issued bank shall provided that any part thereof, and for such loans to hypothecate the debentures to be issued of the ratification of this agreement by the Legislature, commence the erection of the ratification of this agreement by the Legislature, and prosecute the construction of the ratification of this agreement by the Legislature, and prosecute the construction of the ratification of this agreement by the Legislature, and prosecute the construction of the ratification of this agreement by the Legislature, and prosecute the construction of the ratification of

16. The Council may sell the said debentures at less than par, if it is found

advisable to do so. 17. Notwithstanding anything hereinbefore contained it shall be lawful the Railway Company and the Government of the Dominion of Canada. for the City in any year to expend out of the net revenue of the said Hydro-Electric to twenty (20) per cent. of such net revenue, net revenue to mean for the purpose of this section, the gross receipts less running expenses and ordinary repairs, but nothing herein contained shall in any way do away with the liability of the City in each year either out of the profits or by rate to provide the full amount necessary to pay interest and sinking fund as before provided.

WILLIAM MANSON,

Mayor. W. D. VANCE, Acting City Clerk.

RECONSIDERED AND FINALLY ADOPTED BY THE SAID COUNCIL

TAKE NOTICE that the above is a true copy of the proposed Bylaw upon which the Vote of the Municipality will be taken at the Police Court Room, Third Avenue, in the City of Prince Rupert on the second day of September A. D. 1911

W. D. VANCE, Acting City Clerk. AND, WHEREIAS, the purpose of obtaining a good and sufficient the City of Prince Rupert, that the purpose of supplying electric supply of water for the said City, and also for the purpose of supplying electric supply of water for the said City.

Provided, however, that the Railway Company's share of such local improvement the City of Prince Rupert, that the presence of the said city, and also for the purpose of supplying electric the Police Court Room, Third Avenue, on Saturday, the 2nd day of September 12. The City agrees with the Railway Company to accept the said sum.

> M. M. STEPHENS, Returning Officer.

between the hours of 9 A. M. and 7 P. M.

said system amounting to \$550,000.00.

Dated 22nd day of August A. D. 1911.

A BYLAW TO CONFIRM AN AGREEMENT MADE BETWEEN THE MUN-ICIPALITY OF THE CITY OF PRINCE RUPERT OF THE FIRST PART, THE GRAND TRUNK PACIFIC RAILWAY COMPANY OF THE SECOND PART, THE GRAND TRUNK PACIFIC DEVELOPMENT COMPANY LIMITED OF THE THIRD PART, AND HIS MAJESTY THE KING IN HIS RIGHT OF HIS PROVINCE OF BRITISH COL-UMBIA OF THE FOURTH PART.

WHEREAS, on the 8th day of June, 1911, an agreement was entered into between the parties therein mentioned, which agreement was and is in the words

AND, WHEREAS, the said Hydro-Electric System cannot be completed MEMORANDUM OF AGREEMENT made in quadruplicate this 8th day of June, in the year of Our Lord, one thousand nine hundred and eleven,

BETWEEN AND, WHEREAS, no money is already charged against the rentals, rates THE MUNICIPALITY OF THE CITY OF PRINCE RUPERT (hereinafter

> the "Railway Company," of the second part),
> THE GRAND TRUNK PACIFIC DEVELOPMENT COMPANY, LIMITED, (hereinafter called the "Townsite Company," of the third part),

> herein represented and acting by the Honorable William R. Ross, Minister of Lands of the said Province (hereinafter referred to as "The Province," of the fourth part). WHEREAS, differences have arisen regarding the taxation by the City of

investment, or by investing the same in any manner which a Municipal corporation | the lands belonging to the Railway Company situated within the limits of the City of Prince Rupert, and certain other matters as hereinafter appearing, and this

investment of such sum at the rate of three and a half per cent. (3 1-2 per cent. | quarters interest and the Province of an undivided one-quarter interest in the ment: lands referred to in paragraphs one (1), four (4) and five (5) hereof, and are severally AND, WHEREAS, the total amount of rateable land and improvements in interested in securing an adjustment of the said difference, and as part of such of Prince Rupert enacts as follows:the City of Prince Rupert, according to the last revised assessment roll is as follows: adjustment have severally agreed to transfer and lease such lands as hereinafter

AND, WHEREAS, it is estimated that after the said Hydro-Electric System NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in is completed, the rentals, rates, and charges to be collected therefrom will be consideration of the several parties mitted to the ratepayers of thie City of Prince Rupert for their approval. sufficient to pay the annual amounts required to pay the interest and sinking fund herein contained, the parties hereto have agreed with each other as follows:

as testified by the Province joining in this agreement and the conveyance to be recited agreement by the Legislature of the Province of British Columbia, and AND, WHEREAS, the City intends to issue debentures for the amount of made hereunder, convey to the City in fee simple all those certains parcel of lands for that purpose, are hereby authorized to spend any money that may be necessary the said debt, being \$550,000, by the sale of which to realize the moneys necessary indicated on the plan hereto annexed as numbers three (3), eleven (11), thirteen and proper in obtaining the passage of said Legislation. for the said purposes, the said debentures to extend for a period of fifty (50) years (13), fourteen (14), eighteen (18), twenty-two (22), twenty-three (23), and to be secured upon the rentals, rates, and charges to be derived from the said twenty-nine (29), thirty-eight (38), forty of Prince Rupert.

AND, WHEREAS, this Bylaw cannot be altered save with the consent of the one hundred (100) feet of Waterfront Block E, as shown in pink on attached plan on condition that the said waterfront shall not unless upon the consent of the Com- of Deeds at the City of Prince Rupert. NOW, THEREFORE, the Municipal Council of the City of Prince Rupert pany given under its Corporate Seal be used for other than strictly municipal

3. The Province will convey to the City in fee simple the easterly one hundred RUPERT THE 21ST DAY OF AUGUST A. D. 1911. 2. So soon as conveniently may be after the coming into force of this Bylaw, (100) feet of Waterfront Block D, as shown in pink on the attached plan, on conthe Corporation of the City of Prince Rupert shall construct the works mentioned dition that the said waterfront shall not unless upon the consent of the Province

prepared, and signed by the City Engineer, and approved by the Municipal Council 4. The Townsite Company will, with the concurrence of the Province testiof the City of Prince Rupert, under the seal of the said City, and duly filed with fied as aforesaid, grant to the City a lease for the term of nine hundred and ninetythe Clerk of the City; which plans may be from time to time altered and amended, nine (999) years of the several parcels of land indicated on the plan hereto annexed THE. of added to during the construction of the said work, if the Municipal Council as numbers five (5), fifteen (15), seventeen (17), twenty-one (21), twenty-four (24), shall see fit; in any of which cases, plans of such alterations, amendments, or twenty-five (25), twenty-six (26), twenty-seven (27), thirty-one (31), thirty-two additions shall be approved, signed, sealed and filed as above provided for the (32), thirty-four (34), thirty-five (35), thirty-seven (37), thirty-nine enginal plans, the intent of this By-law being that the City in constructing the (39), forty-five (43), fort work hereby authorized shall have full authority to do everything to make the forty-seven (47), fifty-one (51), fifty-one (51) 8. For the purpose of paying for the construction of the works hereby autobe at a nominal rental of one dollar (\$1.00) per annum and upon the following

(a) The lease is not to be assigned or sublet without leave of the Townsite

4. The sum of \$24,750.00 is necessary for the payment of interest each year other purposes having for their object the beautifying of the City, without the (c) No buildings or structures other than statues or monuments are to be

5. The Townsite Company will, with the concurrence of the Province testified such that together with the profits accrued from the investment thereof at the as aforesaid, grant to the City a lease for the term of nine hundred and ninety-nine interest rate of three and a half (3 1-2) per cent. per annum, during the currency (999) years of the several parcels of land indicated on the plan hereto annexed as numbers two (2), four (4), six (6), seven (7), eight (8), nine (9), ten (10), twelve the current of \$24,750.00 is necessary for the payment of interest during (12), sixteen (16), twenty-eight (28), thirty-six (36) and fifty-four (54). The said the currency of the debentures, and the sum of \$4,198.54 necessary to be raised lease to be at a nominal rental of one dollar (\$1.00) per annum, and not to be assigned annually as a sinking fund shall be raised as follows:—From the annual rates or sublet without leave of the Townsite Company and the Province, except as

(a) Parcel two (2)-This land shall be used for cemetery purposes only, and 948.54, and the said sum shall be placed in a separate account by the City Treasurer, shall be laid out and developed accordingly, maintaining a parklike effect throughknown as the "Hydro-Electric System Account," and in case the annual receipts out. It is understood that the City may assign or sublet individual plots in this from said characteristics and the city from said characteristics and the city from the city fr from said charges shall be less than the said sum of \$28,948.54 the difference shall area to persons desiring to use the same for burial purposes without obtaining

(b) Parcel four (4)-This land shall be used only for the establishment of a reservoir and waterworks connected therewith; the erection of buildings of a public character and possessing architectural merit; and in other respects for general par

(c) Parcels six (6), seven (7), eight (8), nine (9), and ten (10)—These lands Council in such securities, or in such manner as is permitted by law, including shall be used only for the purpose of public buildings, having a grouped effect those hereinhoforce with parklike surroundings; architecturally with parklike surroundings;

(d) Parcel twelve (12)-This land shall be used only for public park purposes Parcel sixteen (16)-This land shall be used as a public recreation ground than \$100.00 currency or sterling money, payable in gold coin for not less and \$100.00 currency and 20 pounds sterling each, and not exceeding the whole sum of \$550,000 co and 20 pounds sterling each, and not exceeding the whole volonment to be such as shall produce a parklike effect. In addition to the above it shall be lawful for the City to construct and maintain upon this parcel one or

8. The said debentures shall be deemed to have been properly executed more reservoirs in connection with the City waterworks system, to making for being signed by the reservoirs the property connections therewith upon the said parcel; by being signed by the Mayor and the Treasurer of the said City, and shall be this purpose the necessary connections therewith upon the said parcel; sealed with its corner Mayor and the Treasurer of the said City, and shall be this purpose the necessary connections therewith upon the said parcel; (f) Parcel twenty-eight (28)-This land shall be used for a general public 9. The said debentures shall bear the date of 12th day of September A. D. park and is to be developed to that end. Without in any way lessening the duty in the date of the City to preserve the parklike features of this parcel, it is understood that 1911, being the date on which this Bylaw takes effect, and shall contain a promise of the Dringing of the Drin rate of four and a half the said debentures and also the interest thereon at the Dring Rupert Boulevard the natural parklike features of

rate of four and a half (4 1-2) percentage per annum, payable half-yearly on the land are to be retained: (g) Parcel thirty-six (36)—This land shall only be used for buildings of a

> (h) Parcel fifty-four (54)-This land shall only be used for public buildings of architectural merit, provided, however, that the City may construct and maintain a reservoir thereon. In the development of this parcel, the general parklike features

shall be adhered to. Pending the development of any of the said parcels as in this clause provided, of the Mayor and Treasurer of the said City. Each coupon shall be numbered with the number of the development of any of the said part of the said part of the said City. Each coupon shall be numbered existing parklike features. existing parklike features.

The conveyances provided for in the preceding clauses shall be executed by the parties hereto of the first, third and fourth parts, and shall contain apt clauses embodying the conditions hereinbefore set forth, so as to ensure that the lands mentioned in clauses two (2) and three (3) hereof shall be used only for the 7. -The Railway Company will, at the request of the City, grant such

and binding charge upon the rates and charges accruing from the said Hydro-Electric System, and upon the rates and charges accruing from the said Hydro-14. The amount of the said City of Prince Rupert severally as aforesaid. The amount of the debt authorized by this Bylaw is subject to conwith the amount of the debt authorized by this Bylaw is subject to consolidation with the amount of the debt authorized by this Bylaw is subject to conof the said City passed for the any other debt authorized by any Bylaw or Bylaws
any other debt authorized by any Bylaw or Bylaws
to the right, if any, which the City may by law possess to expropriate an easement

The Railway Company will, within a period of three months from the Consolidated Stock may be issued in the place and stead of the debentures to the emponent of such debt. This issued in the place and stead of the debentures to the emponent of such debt. This issued in the place and stead of the debentures to the of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting of permanent station, roundhouse, of its works within the city limits, consisting and directing the limits and consistency of the constant of the city limits, consisting of permanent station, roundhouse, and consistency of the city limits are consistency of the city limits. amount of such debt. This section shall apply only in so far as the City may be issued in the place and stead of the debentures to the engine works, machine shops and other structures and accessories incidental to the engine works, machine shops and other structures and accessories incidental to the engine works, machine shops and other structures and accessories incidental to the engine works, machine shops and other structures and accessories incidental to the 15. It shall be lawful for the Council, during the construction of the works, machine shops and other Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establishment at Prince Rupert of the Pacific Terminus of the Railway Company, establi hereinbefore provided for, to borrow money from any bank, at interest to be agreed or any rolls in connection with such works, so far as it may be feasible to do so.

hereunder, provided that such loans to hypothecate the debentures to be issued bank, shall be prepaid out for such loans with the interest agreed to be paid to such a first-class hotel of modern design and appointments, and prosecute the construction of the loans with the interest agreed to be paid to such a first-class hotel of modern design and appointments, and prosecute the construction of the loans with the interest agreed to be paid to such a first-class hotel of modern design and appointments, and prosecute the construction of the loans with the interest agreed to be paid to such a first-class hotel of modern design and appointments, and prosecute the construction of the loans with the interest agreed to be paid to such a first-class hotel of modern design and appointments, and prosecute the construction of the loans with the interest agreed to be paid to such a first-class hotel of modern design and appointments. bank, shall be prepaid out of the sum of money to be realized upon the sale of the sale of the tion thereof with due diligence.

10. The Railway Company will commence the construction of a dry dock at Prince Rupert in conformity with the agreement respecting the same between

11. The Railway Company will pay to the City annually on or before the System for the purpose of betterments of, or additions to, such system, a sum up 1st day of November in each year for and during the period in the succeeding clause mentioned, by way of taxation, a total fixed sum of Fifteen Thousand Dollars (\$15,000), in respect of all its property, real or personal, within the City limits; provided, however, that the said sum shall not include local improvement taxes, which may be imposed by the city for the improvement of public streets upon which the Railway Company's land abuts in Sections One (1), Six (6), Seven (7) PASSED THE MUNICIPAL COUNCIL OF THE CITY OF PRINCE and Eight (8), and which streets or portions of streets may be enumerated as

> Water Street Eleventh Street First Avenue, opposite blocks 13 and 14

First and Second Avenues from Eighth to Second Street All in Section One (1) Fourth Avenue, opposite blocks 6 and 7, in Section Six (6)

Overlook Street, opposite Block 4 Seal Cove Circle, opposite Block 7 Kelliher Street, opposite blocks 25 and 50

All in Section Seven (7) Kelliher Street, opposite Block 12 Morse Loop, opposite Blocks 14, 13 and 41 Eleventh Avenue, opposite Block 31 Edward Avenue, opposite Block 1 All in Section Eight (8)

A. D. 1911, between the hours of 9 A. M. and 7 P. M. for the purpose of voting of Fifteen Thousand Dollars (\$15,000) per annum, together with the said local AND, WHEREAS, instead of constructing two separate systems, one for upon the Bylaw above set forth, being a Bylaw to provide for the construction improvement taxes mentioned in Clause 11 hereof, in lieu of all municiapl taxes, AND, WHERE AND, WHERE AND WHENE AND WHERE AND WHERE AND WHENE AND lupply of water, and to supply the City of Prince Rupert with water, electric rates and assessments of every kind whatsoever to be levied by the City against levied that a combination of the two systems in one will be much more ecollight and power, and to create and secure a debt for the purpose of constructing the light and power, and to create and secure a debt for the Pailway Company, and all buildings, structures or other improvements thereon or therein, and all the personal property of the Company within the City limits, for a period of ten years from the 1st day of January, 1911.

13. The City will accept the sum of Fifteen Thousand Dollars (\$15,000 in full of all taxes due by the Railway Company to the City for the year 1910. 14. It is understood by and between the parties hereto that this agreement shall not become operative or binding unless and until the same shall have been approved by the ratepayers of the City and ratified by the Legislature of the Province of British Columbia; the parties hereto severally agreeing to co-operate Alex.M. Manson B.A., W.E. Williams, B.A., L.L.D in taking all steps and doing all things necessary to obtain such ratification at the next session of said the Legislature.

15. This agreement shall extend to and be binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto.

THE MUNICIPALITY OF THE CITY OF PRINCE RU-Wm. Manson, Mayor, Ernest A. Woods, City Clerk. GRAND TRUNK PACIFI RAILWAY COMPANY.

In presence of: FRED PETERS, D'ARCY TATE.

Chas M. . Hays, President. Henry Philips, Secretary. THE GRAND TRUNK PA-CIFIC DEVELOPMENT COMPANY, LTD. Chas. M. Hays, President. Henry Philips, Secretary. THE GOVERNMENT OF BRI-TISH COLUMBIA.

Henry Esson Young, Provincial Secretary for the Province of Stenography and Typewriting promptly British Columbia.

AND, WHEREAS, it is desirable to pass a Bylaw ratifying and confirming the said recited agreement so that the same may be submitted for the approval AND, WHEREAS, the Townsite Company is the owner of an undivided three- of the ratepayers of the City of Prince Rupert pursuant to Clause 14, of said Agree-

NOW, THEREFORE, the Council of the Municipal Corporation of the City 1. The said hereinbefore recited agreement is hereby confirmed and ratified HARNESS & SADDLERY MANUFACTURER in every particular.

2. The said Council shall take all necessary steps to have this Blyaw sub-3. The said Council shall, if this Bylaw is approved by the ratepayers of required to be raised under this Bylaw, and that there will be no deficiency to be 1. The Townsite Company will, with the joint concurrence of the Province, the City of Prince Rupert, take all necessary steps to obtain ratification of said

> 4. The plan referred to in the said recited agreement shall be kept on file 5. The Council of the City of Prince Rupert shall endeavor to have inserted 2. The Railway Company will convey to the City in fee simple the westerly in the Statute confirming this agreement a clause authorizing the filing of the said recited agreement, and the plan therein referred to, in the office of the Registrar

> > 6. This Bylaw shall take effect immediately the passing thereof. PASSED THE MUNICIPAL COUNCIL OF THE CITY OF PRINCE WILLIAM MANSON,

Mayor. W. D. VANCE, Acting City Clerk.

RECONSIDERED AND FINALLY ADOPTED BY THE SAID COUNCIL | Phone No. 200 TAKE NOTICE that the above is a true copy of the proposed Bylaw upon which the Vote of the Municipality will be take at the Police Court Room, Third

Dated 22nd day of August A. D. 1911. W. D. VANCE, Acting City Clerk. NOTICE is hereby given to the electors of the Municipality of the City of Prince Rupert, that the presence of the said electors is required at the Police Court

(b) The lands are not to be used for any other than park, boulevard, or Room, Third Avenue, in the City of Prince Rupert, on Saturday the 2nd day of September A. D. 1911, between the hours of 9 A. M. and 7 P. M. for the purpose of voting on the above Bylaw, being a Bylaw to confirm the agreement made between the Municipality of the City of Prince Rupert, of the First part, the Grand Trunk Pacific Railway Company of the Second part, the Grand Trunk Pacific Development Company, Limited, of the Third part, and His Majesty the King in his right of his Province of British Columbia of the Fourt hpart. M. M. STEPHENS,

Returning Officer. Prince Rupert, B. C., August 22nd, 1911.

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