CITÉ DE MAISONNEUVE

GREFFE

Dossiers administratifs thématiques

Montreal Tramway Company

25 août 1887 - 17 mai 1915

P25/B1,236

98-5-1

1

Aout le 25e 1887.

Au maire et au conseiller
de la ville Maisonneuve
Requête de la Raffinerie St Laurent constituée
Aux chemin de fer

Messieurs,

98/87 La requête des soussignés représentant la raffinerie de Sucre St Laurent expose respectueusement qu'ils sont sur le point de s'installer dans Maisonneuve si le conseil veut leur accorder un droit de chemin de fer depuis les limites de la ville en passant par les rues Ontario et Jeanne d'Arc. et ces requérants ne cessent de prier

Raffinerie de Sucre St Laurent

R Mulholland P

A Baumgarten V.P.

Cable Address "Lawrence"

The St. Lawrence Sugar Refining Company Limited

Corn Exchange Building.

W. R. ELMENHORST Prest
A. BAUMGARTEN Vice Prest
THEO. LABATT Secy-Treas'r

Montreal, 7th April 1894

M. G. Berement Esq.
Sec-Treas of the Town of Maisonneuve.

Dear Sir:

96/94

We beg to acknowledge receipt of your favor of the 6th inst, and in reply to the same, we request you herewith to have a contract drawn up as required by the Council, charging us with your expense in the matter, and oblige,

Yours truly,

The ST. LAWRENCE SUGAR REFINING CO., Limited

Theo Labatt Secretary

Cable Address "Lawrence"

The St. Lawrence Sugar Refining Company Limited

Corn Exchange Building.

W. R. ELMENHORST President
A. BAUMGARTER, Vice-President
THEO. LABATT Secy-Treasr.

Montreal, 25th April 1894

M. G. Beaument Esq.
Secretary.
Town of Maisonneuve.

Dear Sir:

We duly received your favor of the 13th inst, contents of which had our attention.

Our opinion is that the Corporation Atterney should be quite familiar with the privilege for which we are applying, and we cannot see why he should require so much time to approve of the Contract which you have drawn up and submitted to him. You will oblige us very much by hurrying up this matter as much as possible, and trusting to receive promptly from you the Contract in question,

We remain, meanwhile,

Yours very truly,

The ST. LAWRENCE SUGAR REFINING CO., Limited

Theo Labatt Secy-Treasr

98-3-2

2

voie ferrée rue Jeanne d'Arc

BEAUCHAMP & DORVAL

Avocats | Advocates

524 [illegible], RUE ST-JACQUES,

JEAN JOSEPH BEAUCHAMP, B.C.L.
Officier Réviseur pour Hochelaga.
PHILIPPE L. DORVAL, B.A., L.L.B.

Telephone Bell No. 9080

Montréal, 19 Juin — 1894

A Messieurs le Maire et les Conseillers
de la Ville de Maisonneuve.

Messieurs,

Nous avons examiné attentivement le projet d'acte qui nous a soumis par le Secretaire-trésorier de la Ville, relativement au droit de passage que la Ville de Maisonneuve veut octroyer à la St. Lawrence Sugar refining Coy (limited) pour une voie ferrée dans la rue Jeanne d'Arc, depuis la rue Notre-Dame jusqu'au No. 17-155 du cadastre du Village d'Hochelaga.

Nous sommes d'opinion que ce projet d'acte qui nous a été soumis n'est pas assez détaillé ni assez

BEAUCHAMP & DORVAL

Avocats | Advocates

54 ~~[illegible]~~, RUE ST-JACQUES.

JEAN JOSEPH BEAUCHAMP, B.C.L.
Officier Réviseur pour Hochelaga.
PHILIPPE L. DORVAL, B.A., L.L.B.

Telephone Bell No. 9080

Montréal, _____ 189

2/

assez explicite.

Nous croyons que les notes au crayon que nous y avons ajoutées en marge seront de nature à définir plus clairement quelles seront les obligations de la Compagnie; tout en mettant davantage la responsabilité de la ville à l'abri.

Le plan qui était annexé au dit projet étant insuffisant, nous nous en sommes fait donner un autre et nous constatons par ce nouveau plan que la compagnie St Lawrence sugar refining Company veut entrer dans la rue Jeanne d'arc non pas par le N° 17-155 mais par le (N° 17-158) contrairement à sa

requête

BEAUCHAMP & DORVAL

Avocats | Advocates

~~71, & 73,~~ RUE ST - JACQUES,

JEAN JOSEPH BEAUCHAMP, B.C.L.
Officier Réviseur pour Hochelaga.
PHILIPPE L. DORVAL, B.A., L.L.B.

Telephone Bell No. 9080

Montréal, _____ 189

3/ requête aux résolutions du Conseil. Il faudra donc changer la teneur de la requête de la Compagnie et des résolutions du Conseil qui y ont rapport.

Nous avons cru insérer une Clause spéciale relativement aux travaux que la Compagnie aura à faire dans le cas de changement de niveau de ladite rue Jeanne d'Arc ou d'un nouveau pavage d'icelle.

Nous avons aussi spécialement mentionné la responsabilité exclusive que la Compagnie doit assumer relativement aux dommages qui pourraient résulter de l'ouverture de cette partie de la rue Jeanne d'Arc depuis le No 17-145 au No 17-158 inclusivement

BEAUCHAMP & DORVAL
Avocats | Advocates
[redacted], RUE ST - JACQUES,
JEAN JOSEPH BEAUCHAMP, B.C.L.
Officier Réviseur pour Hochelaga.
PHILIPPE L. DORVAL, B.A., L.L.B.

Telephone Bell No. 9090

Montréal, 189

4/ et aussi de la construction de l'entretien et de l'exploitation de ladite voie ferrée sur tout son parcours.

Le droit qu'aura la Compagnie de céder les privilèges que lui accorde la Ville, à aucune autre Compagnie ou personne, devra être subordonné aux charges & conditions que la Ville impose à ladite Compagnie "St Laurence sugar refining Coy"

Il serait bon aussi d'ajouter audit acte une clause pénale pour le cas où la dite Compagnie ou ses ayants cause ne se conformerait pas aux obligations assumées par elle dans ledit acte.

Nous aimerions, une fois ces

BEAUCHAMP & DORVAL,
Avocats | Advocates
71A & 73, RUE ST-JACQUES,
JEAN JOSEPH BEAUCHAMP, B.C.L.
Officier Réviseur pour Hochelaga.
PHILIPPE L. DORVAL, B.A., L.L.B.

Telephone Bell No. 9080

Montréal, 17 Juillet 189

5/ ces changements apportés audit projet d'acte, à en prendre communication de nouveau, afin de l'approuver ou de l'amender encore s'il y a lieu, car cet acte est très important et mérite nos soins attentifs avant d'être définitivement approuvé & signé.

Veuillez nous croire,
Messieurs,
Vostres humbles & dévoués
Serviteurs.
Beauchamp & Dorval.
avocats

BEAUCHAMP & DORVAL,
Avocats | Advocates
11 et 13, Rue St-Jacques,
Jean Joseph Beauchamp, B.C.L.
Conseiller Réviseur pour Hochelaga.
Philippe L. Dorval, B.A., L.L.B.

Telephone Bell No. 9050

Montréal, 12 Juillet 1894

Lu au Bureau

A monsieur le Maire
et Messieurs les Echevins de la
Ville de Maisonneuve.

Messieurs,

Nous vous renvoyons le projet d'acte que vous nous avez soumis relativement à l'octroi d'un permis à la ~~Canada~~ Sugar Refining Company, de se servir de la rue Jeanne d'arc pour une voie ferrée.

Nous trouvons cet acte, tel qu'amendé, libellé d'une manière suffisante, mais la Compagnie s'oppose à l'insertion du renvoi relativement à sa responsabilité, et refuse absolument de signer l'acte avec ce renvoi que nous avions cru devoir ajouter au projet

BEAUCHAMP & DORVAL,

Avocats | Advocates

71A & 73, RUE ST-JACQUES,

JEAN JOSEPH BEAUCHAMP, B.C.L.
Officier Réviseur pour Hochelaga.
PHILIPPE L. DORVAL, B.A., L.L.B.

Telephone Bell No. 9080

Montréal, _____ 189

21

Projet.

C'est à la municipalité de décider si ce renvoi doit être biffé ou doit demeurer.

Nous vous transmettons également sous ce pli, les propositions d'arrangement à l'amiable que vous fait la Compagnie "Montreal Water & Power" afin de vous induire à retirer la demande d'injonction actuellement en délibéré devant l'honorable Juge Charland.

A vous de déclarer si ces propositions sont acceptables. Nous attendons vos instructions sous le plus court délai; vû qu'il y a urgence.

Le tout respectueusement soumis.

Vos très humbles Serviteurs
Beauchamp & Dorval.

98-3-3

BUREAU DE
J. L. CÉDRAS,
AVOCAT DE LA VILLE.

TÉLÉPHONE BELL MAIN 2776
" " EAST 1523
" MARCHANDS 1523

Maisonneuve, 12 Octobre 1898

Reçu 14/10/98

Monsieur M.G.Ecrement Secrétaire Trésorier de la Ville de Maisonneuve,

Cher Monsieur,

En réponse à votre lettre me transmettant un protêt de la part de Messieurs Bellefleur et Bleau contre le Ville de Maisonneuve, au sujet de l'établissement d'une ligne de chemin de fer, ~~sur~~ l'Avenue Jeanne d'Arc, j'ai l'honneur de vous dire que le Conseil de la Ville de Maisonneuve, avait droit d'autoriser la Compagnie du chemin de fer Canadien du Pacific à construire et maintenir en opération une ligne et embranchement de chemin de fer le long et au centre de l'Avenue Jeanne d'Arc, et que la résolution du conseil qui a été approuvée par le Comité des chemins de fer du Conseil privé, est régulière et a force de loi

Par suite je considère que le protêt qui vous a été signifié est inutile et que la Ville a tous les droits.

J'ai l'honneur d'être,

Monsieur,

Votre bien dévoué.

J. L. Cédras

98-3-3 **Documents de MAISONNEUVE.**

No 153.

Le 7 octobre 1896

Notification & Protêt

par

L'Hon. Alphonse Desjardins

& M. Treffle Bastien

vs.

La Ville de Maisonneuve

1ère copie

Raoul Dumouchel, N.P.

Document remis à M. le Contrôleur J.Pelletier pour faire partie de la collection reliée des contrats de la Cité de Maisonneuve. Voir son accusé de réception annexé au no ~~[illegible]~~. -1200-

98-3-4

Montreal Island Belt Line Railway.

W. DALE HARRIS, Secy-Treas.

J. P. BULLARNEY, Managing Director.

BELL TELEPHONE 2022.

Letter 17/11/97

Montreal, Nov. 15th, 1897 18

M.G. Boremont, Esq.,
Secy-Treasurer,
Town of Maisonneuve,
Maisonneuve, Q u e.,

Dear Sir:-

This morning on my return to the office I received a protest from the Town of Maisonneuve against the Montreal Island Belt Line Railway Company alleging that the said Company had constructed a line of Railway along part of Jean D'Arc Street in the Town of Maisonneuve and further stating that unless the said Railway was removed within forty-eight hours the Town of Maisonneuve would immediately cause the removal thereof.

98/97

Without prejudice to our own rights, not replying as Agents for others I beg to say, that our Company did not on its own account construct the Railway in question but as Agents for the Canadian Pacific Railway Company, so that, if the Town of Maisonneuve has any complaint to make, it should notify the Canadian Pacific Railway.

In so far as our Company is concerned, we have always endeavored to fulfil our obligations towards your Municipality in as prompt a manner as possible, and if there is anything you still wish us to do, kindly inform me and I can assure you it will meet with the same serious consideration that all your other demands

Montreal Island Belt Line Railway.

President.

J. P. MULLARKEY,
Managing Director.

BELL TELEPHONE 2033.

M.S. Bergmont----------2------ Montreal, 18

have received.

Without doubt you are fully advised by your Solicitor, at the same time it may not be out of place for me to draw your attention to Section 489 of the Canada Criminal Code 1892 which states " That every one is guilty of an indictable offence and liable to five years imprisonment, who, in manner likely to cause danger to valuable property" without endangering life or person"

(A) Places aby obstruction upon any railway, or takes up, removes, displaces, breaks or injures any rail, sleeper or other matter, or thing belonging to any railway".

So that it is somewhat serious to interfere with the Railway in question as the Canadian Pacific Company is fully authorised by the Railway Committee of the Privy Council to construct and operate a Railway on said street.

I have the honor, to remain,

Yours truly,

J. P. Mullarkey

Man. Director & Secy.

98-3-

No 388

Sous Surveillance
Pendant
Les travaux
Railway
Commission
Les Officiers
Conseil D
Conseil
Exécutif
Prog. April, 1899

Rec'd JAN 11 1900

Montreal Island Belt Line Railway.

A. F. WILLIAMS
Managing Director.

BELL TELEPHONE 8009.

M.E. Bowman.----------2------ Montreal ----------

have received.

Without doubt you are fully advised by your Solicitor, at the same time it may not be out of place for me to draw your attention to Section 1082 of the Canada Criminal Code 1892 which states " That every one is guilty of an indictable offence and liable to five years imprisonment, who in manner likely to cause danger to valuable property, places any obstruction on any railway.

(A) Places any obstruction on any railway or removes, displaces, breaks or injures any rail, sleeper or other matter, belonging to any railway".

So long as the Canadian Pacific Company interfere with the Railway in question as the Canadian Pacific Company is fully authorized by the Railway Committee of the Privy Council to construct and operate a Railway on said street.

I have the honor, to remain,

Yours truly,

Man. Director & Secy.

98-3-4 Documents de MAISONNEUVE.

No 540

Le 13 nov. 1897

Mise en demeure et protêt
par
La Ville de Maisonneuve
à & contre
The Montreal Island & Belt
Line Railway Coy.

— 2e copie —

M. G. Ecrement, N.P.

Document remis à M. le Contrôleur J.Pelletier pour faire partie de la collection reliée des contrats de la Cité de Maisonneuve. Voir son accusé de réception annexé au no ~~[illegible]~~. -1200-

98-3-5

5

Extrait du livre des délibérations du Conseil de Ville de Maisonneuve à sa séance du 10 Novembre 1897, savoir:

Proposé par Mr. R. Gilbert,

Secondé par Mr. T. Dudevoir,

Que le Président du Comité des chemins soit autorisé, lorsqu'il jugera le temps convenable, de faire enlever des rues Ste. Catherine et Ontario à la rue Jeanne d'Arc les rails posés sur cette rue pour laisser poser les rails de la Compagnie des Chars Urbains de Montreal, attendu que la pose de ces rails n'a jamais été autorisé . Adopté.

98/97

(Vrai extrait)

de la Ville de Maisonneuve

R. No 388

Cour Supérieure

Montréal

The Canadian Pacific Railway Co.

Demanderesse

vs

La Ville de Maisonneuve,

Défenderesse

Exhibit D4 de la défenderesse à l'enquête.

Prod. avril 1899

FILED JAN 11 1900

Maisonneuve, 9 Juin 1898.

196/99

Extrait du livre des délibérations du Conseil de Ville de Maisonneuve à sa séance du huit Juin 1898, savoir:

Proposé par Mr. H. B. Desrochers,

Secondé par Mr. N. Houle,

Que Messieurs R. Gilbert, J. D. Martineau et A. Christin, avec pouvoir de s'adjoindre, soient spécialement autorisés de conclure tous arrangements qu'ils croiront à propos avec les parties intéressées au sujet des traverses de lignes de chars électriques à la rue Jeanne d'Arc et aux intersections des rues Ontario, Ste. Catherine et Notre-Dame de cette Ville ; tous pouvoirs leur étant donnés à cet effet. Adopté.

(Vrai extrait)

de la Ville de Maisonneuve.

Maisonneuve, 9 Juin 1898.

196|99

Extrait du livre des délibérations du Conseil de Ville de Maisonneuve à sa séance du huit Juin 1898, savoir:

Proposé par Mr. H. B. Desrochers,

Secondé par Mr. N. Houle,

Que Messieurs R. Gilbert, J. D. Martineau et A. Christin, avec pouvoir de s'adjoindre, soient spécialement autorisés de conclure tous arrangements qu'ils croiront à propos avec les parties intéressées au sujet des traverses de lignes de chars électriques à la rue Jeanne d'Arc et aux intersections des rues Ontario, Ste. Catherine et Notre-Dame de cette Ville, tous pouvoirs leur étant donnés à cet effet. Adopté.

(Vrai extrait)

de la Ville de Maisonneuve.

98-3-6

6

In the Exchequer Court of Canada
Monday the 6th day of December AD 1897
Present: The Honourable Mr Justice Burbidge
Ex parte,
The Canadian Pacific Railway Company
Petitioners.

98/97

Upon the application of Counsel for the Canadian Pacific Railway Company for an order making an order of the Railway Committee of the Privy Council of Canada, dated the 14th day of September 1896 approving of the construction and operation of a siding from a point on the main line of the Canadian Pacific Railway Company between Hochelaga and Mile End, into the premises of the St Lawrence Sugar Refining Company in the Town of Maisonneuve, an order of this Court; and upon hearing read the said order of the Railway Committee of the Privy Council of Canada and the memorandum of agreement entered into between the St Lawrence Sugar Refining Company and the Canadian Pacific Railway Company, and a resolution of the Council of the Town of Maisonneuve referred to in the said order of the Railway Committee of the Privy Council of Canada,

Canada Law Stamp $1.00

Canada Law Stamp $1.00

This Court doth order and adjudge that the said order of the Railway Committee of the Privy Council of Canada be entered and made an

order of the Exchequer Court of Canada, which said order is in the words following, to wit:

"The Canadian Pacific Railway "Company having submitted for the "approval of the Railway Committee of "the Privy Council of Canada a plan "and profile of a siding from a point "on its main line between Hochelaga "and Mile End into the premises of the "St Lawrence Sugar Refining Company in "the Town of Maisonneuve, the said siding "to be constructed along or across the following "streets, namely, Grenier, Favre, Moreau, "Prefontaine, Dezery, St Germain, Darling, "Davidson, Cuvillier, Sylvain, Joliette, "Chantly, Nicolet Streets, Valois Avenue "in the City of Montreal, and Jeanne d' "Arc Avenue and Notre Dame Street in "the Town of Maisonneuve, as shown on "the said plan and profile, file No 6525, "of which plan and profile a copy is "hereto attached, and having applied to the "said Committee for its approval of the "same under the provisions of Sections "183 and 187 of the Railway Act, and having "also submitted a duly certified copy of "a resolution of the Council of the Town "of Maisonneuve passed at its meeting "on the first day of May A.D. 1896, stating "in effect that it authorized the con-"struction maintenance and operation

"by the said Company of a railway
"siding along Jeanne d'Arc Avenue between
"a lot on said street known as Cadastral
"Lot No 17-160 and the St Lawrence Sugar
"Refining Company premises south of
"Notre Dame Street, and also a spur siding
"from the said siding on Jeanne d'Arc
"Avenue across Pins the Ninth Avenue
"into the premises of Messrs Walton, Foster
"and Company, and that the Town of Mais-
"onneuve would, if desired, co-operate
"with and assist in every possible way
"the said Railway Company in obtaining
"the approval of the Railway Committee of
"the Privy Council of the Construction,
"maintenance and operation of the said
"sidings along and across the said streets,
"the Railway Company to bear any Expenses
"there may be in obtaining the said approval
"of the said Railway Committee; it being however
"understood that the Town of Maisonneuve is
"giving the above approval and consent
"to the said Company shall not in any way
"be held responsible for the damages caused
"by the construction, maintenance and
"operation or by the diminution of value
"of any property or for any other cause
"whatsoever of the said sidings provided that
"the St Lawrence Sugar Refining Company
"renounces to and dispossessed itself of
"the same privileges and rights heretofore
"granted for the same purpose by the Town of

"Maisonneuve and the Company having "submitted an instrument executed by the "St Laurence Sugar Refining Company by which "it renounces and dispossesses itself of "the said privileges and rights.

"And the Company having also sub-"mitted to the said Committee a copy of a "letter from Mr Tait, the Assistant General "Manager of the said Company, to Mr Prefontaine, "the Chairman of the Road Committee of the "City of Montreal dated 29th day of May 1896, "giving notice of the intention of the "Company to apply for the sanction of the "said Committee to the construction of the "siding aforesaid, of which letter a copy is "hereto attached, and also a copy of a "report of the Road Committee of the "said Council and of a resolution adopting "the same, of which report and resolution "copies are hereto attached and are to the "effect that the Council of the City of "Montreal has no objection to the approval "of the said siding by the Railway Com-"mittee of the Privy Council, provided the "said Company; on the opening of any "streets traversed by said siding immed-"iately comply with the laws, rules and "regulations as laid down by said Railway "Committee of the Privy Council and "affecting this and all similar sidings "where they traverse or cross any "thoroughfare.

"The said Committee doth hereby "approve of the said plan and profile "and of the construction and operation of "the said siding so long as the said Company shall "fulfil and observe the following conditions "in respect thereof, namely:-

"1. The Company shall maintain "the said siding in a manner satisfactory "at all times to the Chief Engineer of Government "Railways and Canals.

"2 That the Company shall from time "to time and at all times comply and "fulfil each of the conditions mentioned "in either the said resolution of the Council "of the Town of Maisonneuve or the said "report of the Road Committee of the Council "of the City of Montreal or the said resolution "adopting the same or in either or any of "them"

By the Court,
L. A. Audette
Registrar.

Abstract from the minutes of the Council of the Town of Maisonneuve passed at its meeting of the first day of the month of May Eighteen hundred and ninety-six, at which meeting were present:

M. M. Treffle Bleau, Mayor
Joseph Limoges;
Isidore Renaud;
Treffle Dudevoir;
Benoni St Jean;
and David McQuaid, Councillors.

To wit:

Whereas for the purpose of securing the establishment of industries in the Town of Maisonneuve it is necessary and in the interests of the Town that certain railway facilities be provided,

It is hereby moved by B. St. Jean, seconded by Mr D. McQuaid and T. Dudevoir, That the Town of Maisonneuve do so, authorizes the construction, maintenance and operation by the Canadian Pacific Railway Company of a railway siding along Jeanne d'Arc Avenue between a lot on said street known as Cadastral Lot 17-160 and the St Lawrence Sugar Refining Company premises South of Notre Dame Street, and also of a Spur siding from the said siding on Jeanne d'Arc Avenue across Pius the Ninth Avenue into the premises of Messrs Watson, Foster and Company, and that the Town of Maisonneuve will, if desired, co-operate with and assist in

every possible way the said Railway Company in obtaining the approval of the Railway Committee of the Privy Council of the Construction, maintenance and operation of the said sidings along and across the said streets, the Railway Company to bear any expenses there may be in obtaining the said approval of the said Railway Committee; however it is understood that the Town of Maisonneuve in giving the above approval and consent to the Canadian Pacific Railway Company shall not in any way be held responsible for the damages caused by the construction, maintenance and operation or by the diminution of value of any property or for any other cause whatsoever of the said sidings provided that the St Lawrence Sugar Refining Company renounces to and dispossesses itself of the same Privileges and rights heretofore granted for the same purpose by the Town of Maisonneuve.

Canada Law Stamp 25¢

Carried.

(A true copy).
(Sgd) M. G. Ecrement.
Secy. Treas. Town of Maisonneuve.

Memorandum dated the thirty first day of August one thousand eight hundred and ninety six, between The St Lawrence Sugar Refining Company, hereinafter called "The Refining Company" of the one part, and The Canadian Pacific Railway Company, hereinafter called "The Railway Company" of the other part.

Canada Law Stamp 25-4.

Whereas the Railway Company has represented to the Refining Company that the Council of the Town of Maisonneuve has passed a resolution of the first day of May A.D. 1896, of which a copy is hereto attached and which authorizes the construction maintenance and operation by the Canadian Pacific Railway Company of a railway siding along Jeanne d'Arc Avenue between a lot on said street known as Cadastral Lot 17-168 and the St Lawrence Sugar Refining Company premises South of Notre Dame Street, and also of a spur siding from the said siding on Jeanne d'Arc Avenue across Pius the Ninth Avenue into the premises of Messrs Patton Foster and Company on the conditions therein mentioned, provided that the St Lawrence Sugar Refining Company renounces to and dispossesses itself of the same privileges and rights heretofore granted for the same purpose by the Town of Maisonneuve.

Now therefore in order to enable

the Railway Company to take advantage of the said authority, the Refining Company doth hereby renounce and dispossess itself of all privileges and rights heretofore granted or intended to be granted to it by the Town of Maisonneuve in respect of the construction maintenance and operation of the siding aforesaid.

The St Lawrence Sugar Refining Company Ltd.

(Seal)

(Sgd) A. Baumgarten. President
B. McKally Secretary & Treasr.

Copy

May 29th 1896

R. Prefontaine. Esq.
Chairman, Road Committee
City Hall.

Dear Sir:

This company proposes to apply to the Railway Committee of the Privy Council, under clauses 121 and 187 of the Railway Act, Chapter 29. 51 Victoria, to sanction the construction of a siding from a point on our main line between Hochelaga and Mile End into the premises of the St Lawrence Sugar Refinery in the Town of Maisonneuve, as shown on the plan accompanying this letter. It will probably save some delay and facilitate the matter if the City Council will pass a resolution to the effect that there is no objection on the part of the City to the Railway Committee of the Privy Council approving of the construction of this siding between the Junction with our main line and the North East City Limits. Such a resolution has, I may say, already been passed by the Town Council of Maisonneuve in respect to that portion of the line between the City limits and the Sugar Refinery.

With the exception of, I think, Morgan, and perhaps one other street, none of the streets shown on the plan have been opened up and the

whole of the property through which this line will be constructed is practically used at present as farm land.

The building of this siding will afford excellent sites for manufacturing establishments and much needed railway transportation facilities to some existing industries, such as the St Lawrence Sugar Refinery, Messrs Watson, Foster & Co's wall paper factory and a Brush factory which is being built at the corner of Ontario Street and Jean d'Arc Avenue in Maisonneuve.

Yours truly
(Sgd) Thos. Tait
Manager.

Extracts from Minutes of Montreal City Council Monthly meeting. Monday eighth day of June one thousand eight hundred and ninety six

Submitted and read the following report from the Road Committee recommending that a resolution be passed to the effect that there is no objection to the proposed siding of the Canadian Pacific Railway Company to the St Lawrence Sugar Refinery.

To the City of Montreal;

The Road Committee respectfully report:

That they have considered the accompanying letter of the Canadian Pacific Railway Company re siding from their main line to the St Lawrence Sugar Refinery Company in the Town of Maisonneuve.

That on reference to the plan of said siding, hereunto annexed, the only street which is at present open on this route is Moreau St, the only streets being on opened and private property.

Your Committee therefore recommend that the Council pass a resolution to the effect that the City has no objection to the approval of said siding by the Railway Committee of the Privy Council, provided the said Company, on the opening of any streets traversed by the said siding, immediately comply with the laws rules and regulations as laid down by said railway Committee of

the Privy Council and affecting this and all similar siding where they traverse or cross any thoroughfare.

The whole, nevertheless, respectfully submitted

Committee Room
City Hall
Montreal 5th June 1896

(Sgd.) R. Prefontaine
R. Turner
G. Reneault
Theod. A. Grothe.

Canada

Law Stamp

25¢

On motion of Alderman Prefontaine seconded by Alderman Turner it was Resolved that said report be received and adopted

Certified
(Sgd.) L. O. David
City Clerk.

I, the undersigned, Registrar of the Exchequer Court of Canada, do hereby further certify that the foregoing last five documents attached to the foregoing judgment of the 6th December 1897 are copies of the documents filed of record on the application by the Canadian Pacific Railway Company to make an order of this Court the order of the Railway Committee of the Privy Council of the 14th September 1896.

Registrar's Office Exchequer Court of Canada

Ottawa January 3rd 1898

L. A. Audette

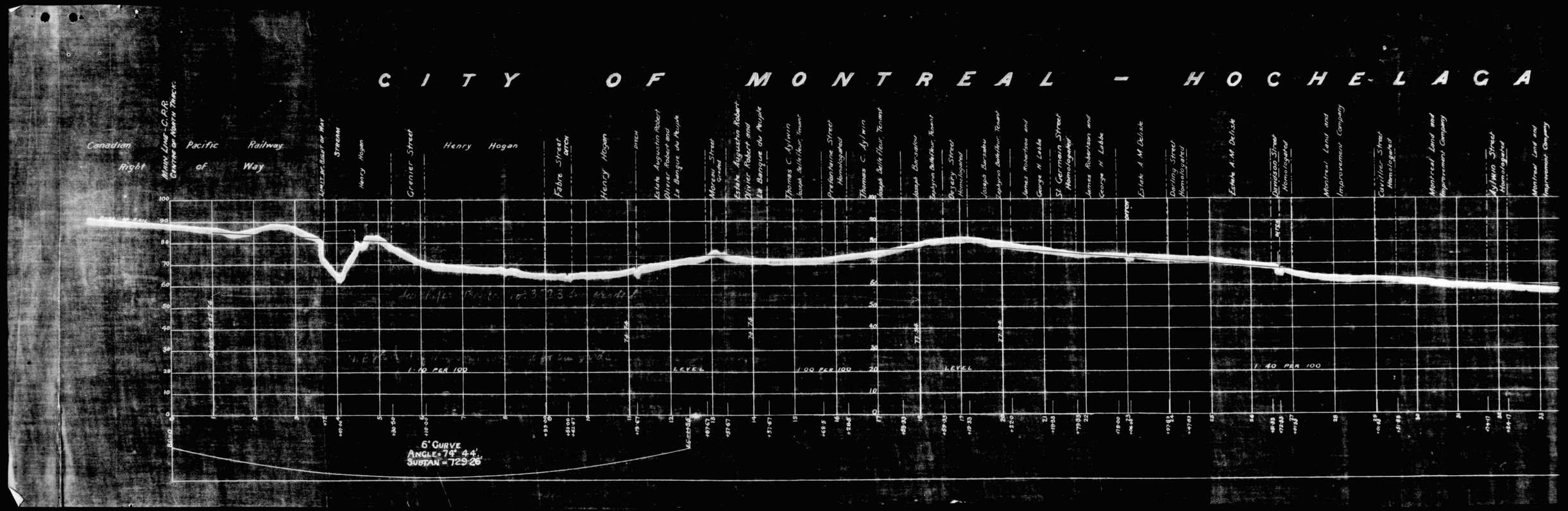
Registrar

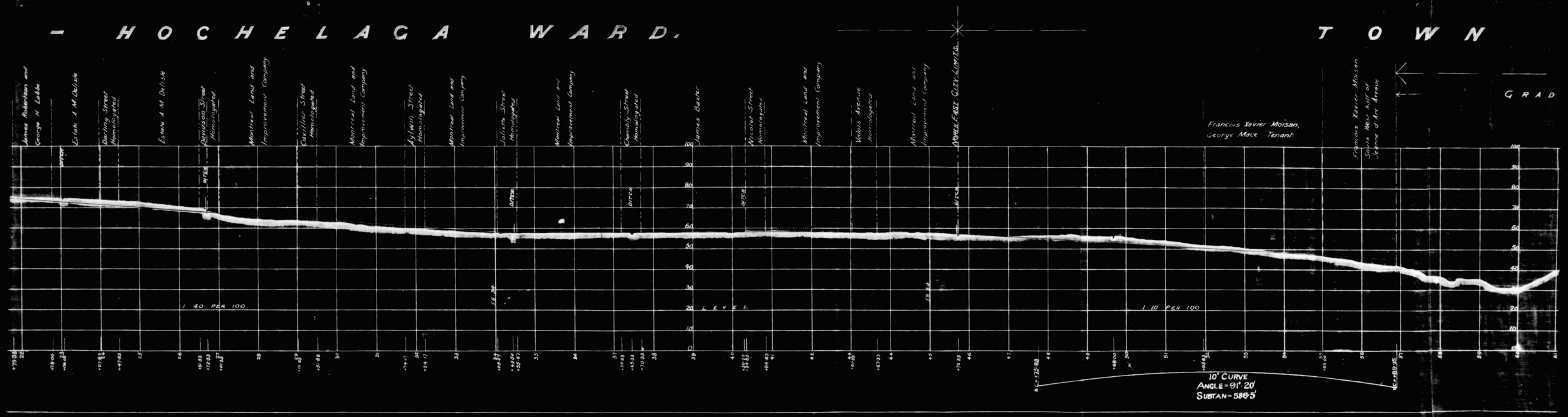
Seal of Exchequer Court.

Canada Law Stamp

1/-

Pour une image
unifiée
du plan suivant
voir la bobine
P25-20

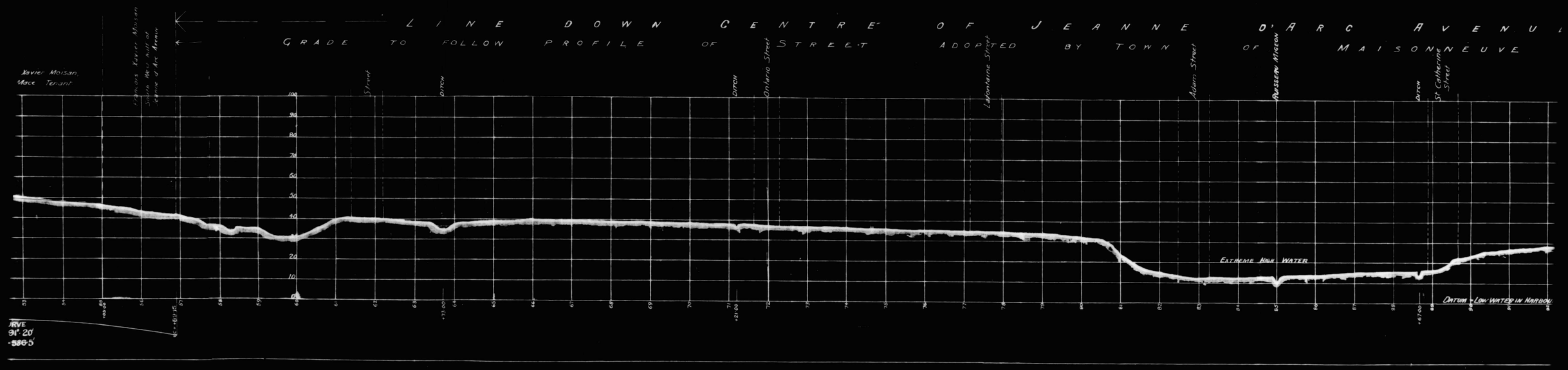


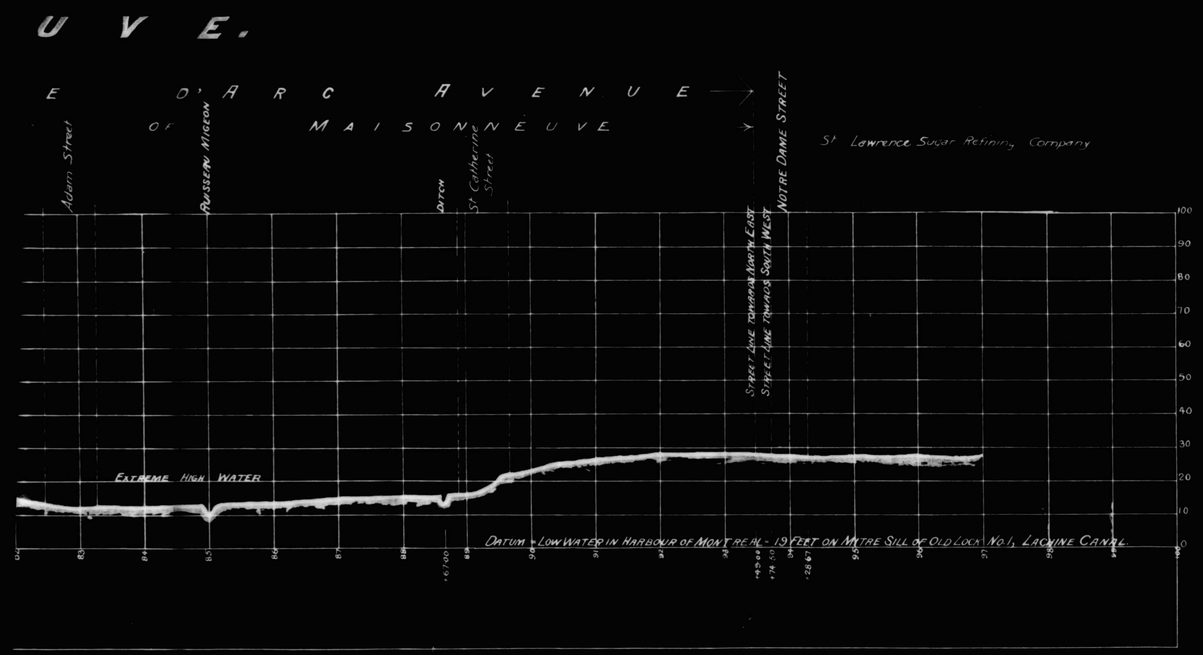


TOWN OF MAISONNEUVE.

LINE DOWN CENTRE OF JEANNE D'ARC AVENUE

GRADE TO FOLLOW PROFILE OF STREET ADOPTED BY TOWN OF MAISONNEUVE





This is to certify that a copy of this profile was deposited by the Canadian Pacific Railway Company under section 121 of the Railway Act in the Registry Office for the Counties of Hochelaga and Jacques Cartier on the thirty first day of May, 1894.

Reg Strar.

CANADIAN PACIFIC RAILWAY.

Profile of BRANCH from the MAIN LINE
in
The Hochelaga Ward of the City of Montreal
to
THE St LAWRENCE SUGAR REFINERY
in the Town of Maisonneuve - County of Hochelaga.

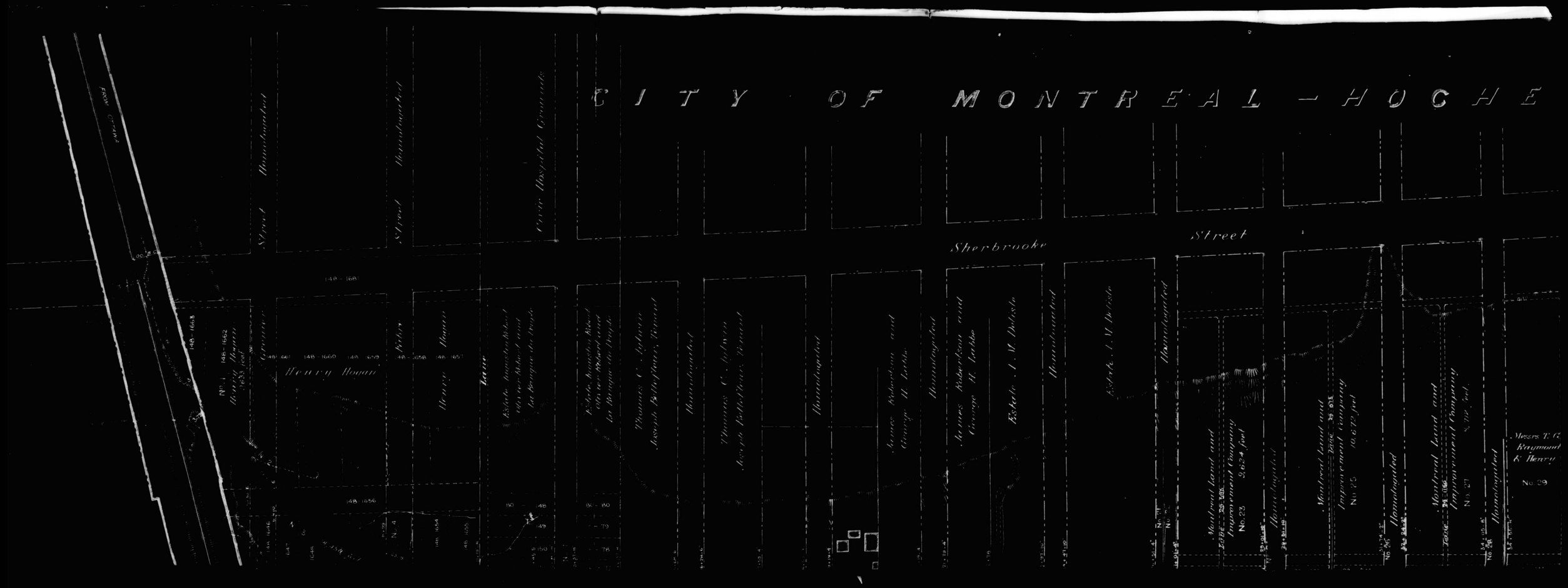
Horizontal Scale 100 feet to one inch, English Measure.
Vertical Scale 20 feet to one inch.

Chief Engineer

Montreal, 20th March 1894

No 3551

Pour une image
unifiée
du plan suivant
voir la bobine
P25-20



CANADIAN

Plan shewing coloured rea

for a Branch from the M

City of Montreal to the St

Maisonneuve, County of H

officially known as the Incor

SCALE- K

NOTE - C

- C

Montreal, 20th March, 1894

Chief Engineer

26X 1 2 3 4 5 6

P25/B1,236

4 3

CANADIAN PACIFIC RAILWAY.

Plan shewing (coloured red) Lands required for Railway Purposes for a Branch from the Main Line in the Hochelaga Ward of the City of Montreal to the St. Lawrence Sugar Refinery in the Town of Maisonneuve, County of Hochelaga, all situated in the District officially known as the Incorporated Village of Hochelaga, Parish of Montreal.

SCALE – 100 Feet to one inch, English Measure

NOTE – Official Numbers in Black thus – 80-150
– Consecutive Numbers in Blue thus –

Montreal, 20th March, 1894

Chief Engineer

Made by
P.L.S.

I, the undersigned, Provincial Land Surveyor for the Province of Que
do hereby certify that a copy of this Map or Plan and of the Book of R
therein annexed was deposited in the Registry Office of Hochelaga
by the Canadian Pacific Railway Company on the 31st May, 1
Chief Engineer's Office, Can. Pac. Ry.
Montreal, 26th May, 1896.

North

Sherbrooke 18
Street

Street

Street

Pius the Ninth Avenue

Ontario

Lacordaire

Adam

Rivière Maisonneuve

14 460

14 301

14 272

14 225½

14 146

14 149

26X 1 2 3 4 5 6

P25/B1,236

ilway Purposes
Ward of the
in the Town of
the District —
ga, Parish of Montreal.

I, the undersigned, Provincial Land Surveyor for the Province of Quebec,
do hereby certify that a copy of this Map or Plan and of the Book of Reference
thereto annexed was deposited in the Registry Office of Hochelaga and Jacques Cartier
by the Canadian Pacific Railway Company on the 31st May, 1894.

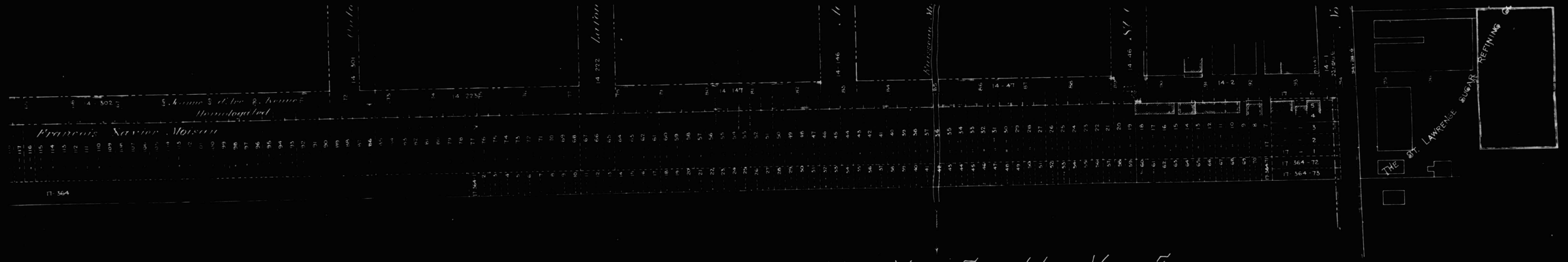
Chief Engineer's Office, Can. Pac. Ry.
Montreal, 26th May, 1896.

A. Irwin
P.L.S.

[illegible]
[illegible] dated
[illegible]ber 22 1896, File 6145.
(Signed) Collingwood Schreiber
Secretary Railway Committee P.C.

Made by
G. Irwin
P.L.S.

236 48



W N OF MAISONNEUVE

I hereby certify that a true copy of this Map or Plan was deposited on the [illegible] Railway [illegible] under section [illegible] of the Railway Act in the [illegible] Office for the District of Hochelaga and Jacques Cartier on this [illegible] day of May 1891

(Signed) J. A. Mancot
Deputy Registrar

Montreal 6th June 1936.

6a

98-3-6a

I, the undersigned, Henry Irwin, Provincial Land Surveyor, duly sworn in and for the Province of Quebec, do hereby certify that this is a true copy of the Plan referred to in the order of the Railway Committee of the Privy Council, dated September 4th., 1896, File No. 6145 and signed by Collingwood Schreiber, Secretary, Railway Committee, P.C..

Montreal, 18th. January, 1898.

H. Irwin
P.L.S.

98-3-7 7

Filed 6/10/97

Montreal Street Railway Co.

Street Railway Chambers.

Office of THE SECRETARY. 574 CRAIG STREET. Montreal, October 5,1897.

To the Mayor and Councillors
of the Town of Maisonneuve.

Gentlemen:-

Referring to the interview to-day between your Secretary and Solicitor, Messrs. Eorement and Beauchamp, and the President and Manager of this Company, I am instructed to write you formally protesting on behalf of this Company against the occupation of the streets of your Municipality by any other surface railway without the consent of this Company. This Company was aware for some time past that your Municipality had allowed the Chateauguay & Northern Railway Company to turn into Lasalle Avenue and use part of that street for railway purposes in order to reach Notre Dame Street; but it was assumed that in so doing the Municipality had taken care to reserve to itself powers to remove these tracks in event of their removal being required by this Company, and it is a surprise to the officers of this Company to find that such is not the case.

98/97

By the contract existing between your Municipality and this Company it is provided that this Company is to build under certain conditions in the streets of the (Municipality,

Municipality, and it is thus given an exclusive franchise, with certain exceptions, namely; an elevated or suspended road and a surface road issuing from Montreal under certain conditions. In the present instance there is no question of elevated or suspended roads, and with regard to surface roads issuing from Montreal, it is provided that the Company owning such a road is to be prohibited from obstructing in any way the running of the cars of this Company.

This Company learned for the first time from the representatives of the Municipality to-day that some Company is constructing a surface railway upon Jeanne d'Arc Avenue.

On behalf of this Company, I am instructed to protest against the construction or continued existence on the streets of these lines of railway on Lasalle Avenue and on Jeanne d'Arc Avenue as being a violation of the contract with this Company, and your Municipality is hereby called upon to remove the same or cause them to be removed without delay, and in event of your Municipality failing to do so, it will be held responsible for all the loss, costs and damages which may be sustained by this Company.

As regards the line on Jeanne d'Arc Avenue, I am instructed to say that this Company will not in any way modify the views above expressed; but, with regard to the line on Lasalle Street, this Company is desirous of carrying out in its entirety the recent agreement which was made between the Company and the Municipality with regard to an

extension of its lines so as to make a circuit of the Ontario Street and St.Catherine Street lines by way of Letourneux Avenue.

Without admitting that the Belt Line Company is a company to which the Municipality has a right to grant a right of passage under the contract referred to, but assuming it merely for the purpose of endeavoring to come to an agreement, the following suggestions are submitted on behalf of this Company, in view of its belief that the track of the Belt Line Company on Lasalle Avenue is of no use to that Company, but rather in the nature of an obstruction, namely:-

(1) That the Municipality should arrange with the Belt Line Company to take up and remove altogether all its tracks on Lasalle Avenue. This Company would then construct its lines on Ontario and St.Catherine Streets to Letourneux Avenue, and down that Avenue to Notre Dame Street.

(2) That the agreement between the Municipality and this Company should be modified so as to make the circuit by way of Lasalle Avenue instead of Letourneux Avenue, and that the Municipality should make an arrangement with the Belt Line Railway to sell to this Company its track on Lasalle Avenue, which this Company would be willing to acquire at a reasonable price.

A settlement based on either of the above suggest-
(ions

would be of advantage to the Belt Line Railway and would afford a means of making a satisfactory arrangement between the Municipality and this Company which would avoid a great deal of litigation and expense.

I need hardly say that as the Maisonneuve tracks, whether they run up and down Lasalle Avenue or up and down Letourneux Avenue, would be part of this Company's system, all passengers would be carried over this Company's lines to or from the point of intersection with the Belt Line Railway for a single fare.

I would point out to you that, if an arrangement cannot be come to between the Municipality and this Company, even if it can be established that the Company now placing its line in Jeanne d'Arc Street, whatever it may be, and the Belt Line Company, are companies issuing from Montreal, their lines have not been and are not constructed in a manner not to obstruct the cars of this Company, but the contrary. The most recent order of the Railway Committee with regard to crossings of a similar kind was to the effect that the Company applying for the crossing was to construct and maintain derails, interlocking signals, lights, guardians and all the paraphernalia that are usual.in the case of the crossings on steam railways, and was to pay the expense of making and maintaining this, the result being enormous costs added to the expense of putting in the

-Maisonneuve)

necessary kind of track to enable the cars of one Company to run across the line of the other; and it was also ordered that the cars of each Company were to stop at a distance of several hundred feet before the crossing and not to cross until signals were given, and in this way, as you will see, an obstruction to the running of this Company's cars, of a very serious nature, is constituted by the existence of the two lines of track above referred to.

I am instructed by the officers of this Company to express the hope that your Municipality will at once take steps to prevent the continued construction of any track on Jeanne d'Arc Avenue, and that you will use your best endeavors to facilitate a settlement of the questions involved with regard to the Lasalle Avenue tracks.

I have the honor to be, gentlemen,

Your obedient servant-

Martinett Walls

Secretary pro.tem.

No 388

Cour Supérieure
Montréal

The Canadian Pacific Railway Co
Demanderesse

vs

La Ville de Maisonneuve.
Défenderesse

Exhibit D' à l'enquête de la défenderesse

Prod: avril 1899

Prod. JAN 11 1900

Lu 15/10/97

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, Oct. 11, 1897.

To the MAYOR and COUNCILLORS of the
TOWN of MAISONNEUVE,
Maisonneuve, P.Q.

98/97

Gentlemen:-

I am directed by our President, Hon.L.J.Forget, to ask if you have yet taken the necessary steps to secure the removal of the obstacles, mentioned in our letter of the 5th inst., in the way of the carrying out of the agreement dated 24th September 1897 between this Company and yourselves, in regard to construction of tracks upon St.Catherine and Ontario Streets. In view of the advanced state of the season it is very necessary that no further delay should be occasioned to us in the carrying out of our part of the agreement. Our President trusts, therefore, for an early reply to our letter of the 5th October, stating that the obstacles complained of have been removed.

I am, gentlemen:-

Yours truly,

Mortimer Walker

Secretary pro.tem.

No 388

Cour Supérieure
Montréal

The Canadian Pacific Railway Co.,
Demanderesse

vs.

La Ville de Maisonneuve,
Défenderesse

Exhibit D2 de la défenderesse à l'enquête

Prot. Avril 1899

Prot. JUN 11 1900

Lucie 26/11/97

The MONTREAL STREET RAILWAY COMPANY.

Montreal Nov 24th 1897.

To the Mayor and Councillors of the Town of Maisonneuve,

Gentlemen:-

98/97

This Company has received information through your Chief of Police that there is reason to believe that an attempt will be made to remove this Company's tracks on Ontario Street and St. Catherine Street at the intersection of Jeanne d'Arc Avenue.

This Company is advised that it is the duty of your Municipality to preserve the peace within its limits and if any attempt is made to destroy this Company's property at either of the places above mentioned or to interfere with this Company's property at the intersection of Jeanne d'Arc Avenue and Notre Dame Street, you will be held responsible for the consequences.

We would therefore request you to have the Chief of Police instructed to guard the places above mentioned with special care until he is satisfied that there is nothing in the information which he is supposed to have received, or that the parties have decided not to act upon it.

I have the honor to be, Sir,

Your obedient servant,

H. L. Lovell
Manager & Chief Engineer

Lude 18/12/97

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY

574 Craig Street. Montreal, Dec. 11, 1897.

To the Mayor and Councillors of

The Town of MAISONNEUVE.

98/97

Gentlemen:-

On behalf of the Montreal Street Railway Company, I beg to inform you officially that the tracks of this Company on St.Catherine Street and on Ontario Street are laid, in accordance with the agreement between the Company and your Municipality, as far as the intersection of these tracks with Lasalle Street.

We find upon Lasalle Street an obstruction in the shape of the Line of the Montreal Island Belt Line Railway, and in view of the Order of the Railway Committee made yesterday, authorising the continuance of these tracks upon Lasalle Street in consequence of agreements made by your Municipality with that Company, I have again formally to protest against your action as being contrary to this Company's agreement with the Town.

I further have to require you to obtain for this Company a crossing over the railway of the Montreal Island Belt Line Railway Company at Lasalle Street at your expense.

This Company is desirous of proceeding to con-

struct and terminate its work as early as possible. Inasmuch as it cannot now operate the intended tracks, the rest of the track is not remunerative and the Company thereby suffers considerable loss every day. It is ready, however, to assist as far as possible in obtaining the necessary crossings; but, before taking any action, must have in proper form an assurance and guarantee of your Municipality that this Company will not be put to any loss or expense in the matter, either in obtaining or operating these crossings.

I would beg you to give this matter your immediate attention.

Yours truly,

Martlett Watts

Secretary pro tem.

Montreal Island Belt Line Railway.

DELL HARRIS,
President.

J. P. MULLARKEY,
Managing Director.

BELL TELEPHONE 2933.

Montreal, Dec. 13/97. 18

M.G. Beroment, Esq.,
Secretary-Treasurer of the
Town of Maisonneuve, Q u e.,

95/97

Dear Sir:-

In reply to your letter of the 9th instant, I beg to say, that the notification in question was intended to establish to the satisfaction of your Council that we had no intention whatever of being disagreeable concerning the crossing of our tracks on La Salle Street by the Montreal Street Railway.

We again repeat our perfect willingness to permit and allow the Montreal Street Railway Company extend its lines on St Catherine and Ontario streets respectively across our tracks on La Salle street, as soon as the necessary order therefor has been obtained from the Railway Committee of the Privy Council of Canada, and further that we are willing to co-operate and assist at any time in obtaining such order.

I am however at the same time specially instructed by the Board of Directors to inform you that in giving our consent as above we still maintain that the cost of construction and maintenance of said crossings shall be borne either by the Street Railway Company or your Council.

Yours truly,

J. Mullarkey

Man. Director & Secy.

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, Dec. 18, 1897.

M.C.Ercment, Esq.,

Secretary-Treasurer,

MAISONNEUVE.

98/97

Dear Sir:-

We have been expecting to hear from your Municipality in reply to our letter of the 11th inst.

As this Company is desirous of completing its part of the contract lately entered into with your Town, and as it cannot do so before this question of crossings at Lasalle Avenue is settled, I am directed to write suggesting that the Mayor of your Municipality and yourself should meet our President and Manager here on Monday the 20th inst., at 4.30 p.m., in order to discuss the matter.

Yours truly,

Martin St Walle

Secretary pro tem.

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, Jan. 8, 1898.

To the SECRETARY

of the TOWN OF MAISONNEUVE.

Sir:-

Referring to your letter of January 5th inst., addressed to the Secretary and Managing Directors of this Company, I am instructed to inform you that, on the occasion when the President and Manager of this Company last had the pleasure of an interview with the Mayor of Maisonneuve and yourself, it was distinctly understood that an agreement would be come to between the Town and the Company before any application was made to the Railway Committee of the Privy Council of Canada for approval of the place and mode of the crossing of the tracks you refer to.

This Company takes the position that the existence of the Montreal Island Belt Line Railway Company's tracks on Lasalle Avenue is, as between the Town and this Company, a violation of its agreement, and all expense necessary to make and maintain any crossings will have to be provided for by the Town. This Company does not propose to cross the tracks of the Belt Line Railway Company, nor to apply

neuve)

for any crossing, until this question is settled; and, as it has not been settled, I am instructed to say that the Company considers the application made to the Privy Council, and referred to in your letter of January 5th, as a breach of faith. If it comes up before the Committee at its next session, we shall certainly disavow your action in the matter unless an agreement is arrived at in accordance with the original understanding.

I have the honor to be-

Your obedient servant,

Martin Walls

Secretary.

Montreal Street Railway Co.

Street Railway Chambers

Office of THE SECRETARY.

574 CRAIG STREET. Montreal, Feb. 14, 1898

M.G.Ecrement, Esq.,

Secretary-Treasurer,

MAISONNEUVE.

Dear Sir:-

Your letter of the 11th inst. came to hand to-day, and in reply I beg to say, in confirmation of my telephone message of to-day, that it will be impossible for us to meet your Council Wednesday evening, as you request, inasmuch as our President and Manager are both leaving Town to-night, and will not be here on the day you mention. I am directed to say, however, that we shall be pleased to meet you some time at the beginning of next week, if a mutually convenient date can be arranged. Kindly let me hear from you as early as possible in advance.

Yours truly,

Martin Watts

Secretary.

Montreal Street Railway Co.

Street Railway Chambers

Office of THE SECRETARY.

574 CRAIG STREET. Montreal, March 21,1898.

M.C.Forement, Esq.,

Secretary Treasurer,

MAISONNEUVE, Que.

98/98

Dear Sir:-

I am directed to ask what steps your Municipality is taking to secure for this Company crossings of the Montreal Island Belt Line Railway Company's tracks on Lasalle Avenue at St.Catherine and Ontario Streets. If your Council is desirous of obtaining this year the service called for under the recent agreement between the Town and this Company it is very necessary that arrangements be made forthwith for these crossings, as it will take considerable time to make the special track work required and perform the other necessary work.

Kindly let us hear from you in this matter at once.

Yours truly,

Martin H Walls

Secretary.

Maisonneuve, May 18th 1898.-

To the Honorable Chairman of the Railway Committee
of the Privy Council of Canada,
O T T A W A .

198/99

Hon. Chairman,

We have the honour to make application for the approval of the consent given by the Montreal Island and Belt Line Railway Company to the Town of Maisonneuve and to the Montreal Street Railway Company to cross its tracks on Lasalle avenue at the intersections of Ste. Catherine and Ontario streets of this Town. The place and mode of the proposed crossings are shown on the sketches hereto annexed.-

With the present application, we enclose copies of the contracts between the Town of Maisonneuve and the two above named Companies, the consent in notarial form of the Montreal Island and Belt Line Company for the crossings of its tracks and copies of notices of this applications given to interested Companies.-

Our Council would be grateful if your Committee would take this matter into consideration at as early a date as possible in order that our citizens may have the benefit of the street railway service along the streets above named.

Yours very truly,
Signed, M. G. Emmenuel Trees
for the Town of Maisonneuve.-

A true copy
M. G. Emmenuel
Sec. Treas. Town of Maisonneuve

Maisonneuve, May 18th 1898.

196/99

To the Honorable Chairman of the Railway Committee of the Privy Council of Canada.

O T T A W A.

Honorable Chairman,-

We have the honour to make application for the approval of the consent given by the Montreal Island and Belt Line Railway Company to the Town of Maisonneuve and to the Montreal Street Railway Company to cross its tracks on Lasalle avenue at the intersections of Ste. Catherine and Ontario streets of this Town. The place and mode of the proposed crossings are shown on the sketches hereto annexed.-

With the present application, we enclose copies of the contracts between the Town of Maisonneuve and the two above named Companies, the consent in notarial form of the Montreal Island and Belt Line Company for the crossings of its tracks and copies of notices of this application given to interested Companies.-

Our Council would be greatful if your Committee would take this matter into consideration at as early a date as possible in order that our citizens may have the benefit of the street railway service along the streets above named.

Yours very truly

(Signed) M. G. Ecrement, Sec.-Tres.

for the Town of Maisonneuve.

A true copy

Of the Town of Maisonneuve.

Maisonneuve, May 18th 1898.

To the Honorable Chairman of the Railway Committee of the Privy Council of Canada.

O T T A W A.

Honorable Chairman,-

We have the honour to make application for the approval of the consent given by the Montreal Island and Belt Line Railway Company to the Town of Maisonneuve and to the Montreal Street Railway Company to cross its tracks on Lasalle avenue at the intersections of Ste. Catherine and Ontario streets of this Town. The place and mode of the proposed crossings are shown on the sketches hereto annexed,-

With the present application, we enclose copies of the contracts between the Town of Maisonneuve and the two above named Companies, the consent in notarial form of the Montreal Island and Belt Line Company for the crossings of its tracks and copies of notices of this application given to interested Companies.-

Our Council would be greatful if your Committee would take this matter into consideration at as early a date as possible in order that our citizens may have the benefit of the street railway service along the streets above named.

Yours very truly

(Signed) M. G. Ecrement, Sec.-Tres.

for the Town of Maisonneuve.

A true copy

Of the Town of Maisonneuve.

Téléphone Bell 4323
" March. 1523

BUREAU DU SECRÉTAIRE

Maisonneuve, May 18 - 1898.- 189

176'99

Extrait du livre des déliberations du Conseil de Ville de Maisonneuve, à son assemblée du quatorzième jour de Mai 1898, savoir:

Proposé par Mr. J.D. Martineau,

Secondé par Mr. H.B. Desrochers,

Que le Comité des Chemins de cette Ville soit autorisé de faire application au Comité des Chemins de fer du Conseil Privé du Canada pour faire confirmer le consentement donné par la Montreal Island and Belt Line Railway Company à la Ville de Maisonneuve et à la Montreal Street Railway Company de laisser traverser sa voie aux intersections des rues Ontario et Ste. Catherine à la rue Laselle de cette Ville sans mettre de gardien, ni barrière, etc, etc, Adopté.-

(Vrai extrait).

J.A. Gravel
Greffier
de la Ville de Maisonneuve.-

Maisonneuve 18 Mai 1898.

Extrait du livre des délibérations du Conseil de Ville de Maisonneuve à son assemblée du quatorzième jour de Mai 1898, savoir:

Proposé par Mr. J. D. Martineau,

Secondé par Mr. H. B. Desrochers,

Que le Comitè des chemins de cette Ville soit autorisé de faire application au Comité des Chemins de fer du Conseil Privé du Canada pour faire confirmer le consentement donné par la Montréal Island and Belt Line Railway Company à la Ville de Maisonneuve et à la Montréal Street Railway Company de laisser traverser sa voie aux intersections des rues Ontario et Ste. Catherine à la rue Lasalle de cette Ville sans mettre de gardine, ni barrière, etc. etc. Adopté

(Vrai extrait)

de la Ville de Maisonneuve.

Maisonneuve 18 Mai 1898.

196/99

Extrait du livre des délibérations du Conseil de Ville de Maisonneuve à son assemblée du quatorzième jour de Mai 1898, savoir:

Proposé par Mr. J. D. Martineau,

Secondé par Mr. H. B. Desrochers,

Que le Comité des chemins de cette Ville soit autorisé de faire application au Comité des Chemins de fer du Conseil Privé du Canada pour faire confirmer le consentement donné par la Montréal Island and Belt Line Railway Company à la Ville de Maisonneuve et à la Montréal Street Railway Company de laisser traverser sa voie aux intersections des rues Ontario et Ste. Catherine à la rue Lasalle de cette Ville sans mettre de gardine, ni barrière, etc. etc. Adopté

(Vrai extrait)

de la Ville de Maisonneuve.

Lule 18/12/97

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, Dec. 3,1897.

M.G.ECREMENT, Esq.,

98/97

Secretary-Treasurer, MAISONNEUVE.

Dear Sir:-

Acting upon your letter of the 18th November last, notifying this Company that the obstruction complained of on Jeanne d'Arc Avenue had been removed and calling upon us to proceed with the construction of our tracks upon St. Catherine and Ontario Streets, this Company has laid its rails on the said streets as far as Lasalle Avenue, where a further obstruction, in the shape of tracks upon the said Avenue, has been encountered. On account of the advanced state of the season, the Company has been at far greater expense in the construction of its tracks to Lasalle Avenue than it would have been at had the obstruction at Jeanne d'Arc Avenue not been encountered; but this extra expense has been willingly incurred, the Company being anxious to carry out its part of the contract lately entered into between us. It is unable to proceed further, however, in consequence of the new obstruction met with, and I am directed to suggest to you the advisability of arranging an interview between yourself and the Mayor of your Town and

(2-Maisonneuve)

representatives of this Company, in order to discuss the situation.

I am, dear sir,

Yours truly,

Martindale Watts

Secretary pro tem.

F. L. WANKLYN,
MANAGER & CHIEF ENGINEER.

Montreal Street Railway Co.

Street Railway Chambers
574 CRAIG STREET.

Montreal, DEC. 10, 1897.

98/97

M.G.Ecrement, Esq.,

Secretary-Treasurer, MAISONNEUVE.

Dear Sir:-

I am in receipt of your letter of yesterday's date in regard to stones taken off St.Catherine and Ontario Streets, where we have been constructing our tracks.

You were misinformed when you were told that we had taken off these stones for our own use. We obtained permission from your Chief of Police to deposit upon Jeanne d'Arc Avenue the surplus material from the excavations made by us, in order to make up the road there, which we did, and the stones you speak of have simply been placed on top of the earth. In the Spring the roadway will naturally settle a little, and it is our intention to then restore these stones to the street in order to finish off the street in a proper manner, which cannot be done satisfactorily at this season of the year.

Yours truly,

F. L. Wanklyn

Manager & Chief Engineer.

Reçu 26/1/98

95/98

Au Conseil de Ville de Maisonneuve

Opinion de J.J.Beauchamp,C.R.

Messieurs,

J'ai l'honneur de répondre comme suit à la question suivante qui m'a été posée par M.E.Crément,votre secrétaire-trésorier:

Quels sont les droits de la Ville de Maisonneuve vis-à-vis des compagnies de chemins de fer,quant au croisement des lignes aux intersections des rues Ste-Catherine et Ontario,c'est-à-dire qui doit se charger des frais de croisement de ces lignes?

Réponse

Comme j'ai déjà eu l'occasion de vous le dire dans les discussions verbales que nous avons eues ensemble au sujet du prolongement de la ligne des Chars Urbains dans Maisonneuve jusqu'à la rue Létourneux,je suis d'opinion que la compagnie des Chars Urbains s'est obligée de construire sur la ligne des limites de la cité de Montréal à la rue Notre-Dame en passant par les rues Ste-Catherine,Ontario et Létourneux et de faire à ses frais tout ce qu'il y a à faire pour construire son chemin,y compris la traverse du Chemin de fer de Ceinture de l'Ile de Montréal.

Avant la passation du contrat du 24 septembre 1897, je vous avais déjà donné l'opinion que la Compagnie des Chars Urbains devait traverser à ses frais la ligne de Chemin de fer de [illegible] que dernière compagnie n'était [illegible] compagnie de chemin de fer sortant sur les rues des limites est de la cité de Montréal,selon les termes de la clause 3 du contrat du 27 mai 1893,mais rentrait dans Maisonneuve par les limites "ont"

les limites "est."

Comme vous le savez, la Compagnie des Chars Urbains prétendait le contraire et disait que c'était à la Ville de Maisonneuve de lui donner un passage libre. En présence de cette divergence d'opinions on aurait pû croire qu'il y aurait un doutegmais si ce doute existait, il ne peut plus exister maintenant, en présence des termes formels du contrat du 24 septembre 1897.

En effet, la compagnie des Chars Urbains connaissant son premier contrat et toutes les difficultés qui s'élevaient entre les parties au sujet de ce droit de passage, s'est s'est formellement engagée à étendre et à continuer son service de chars électriques par les dites rues Ste-Catherine, Ontario et Léourneux.

Je suis donc d'opinion que la Ville de Maisonneuve a le droit de forcer la Compagnie des chars Urbains à terminer à ses frais l'extension de sa ligne par les rues susdites

Montréal 26 Janvier 1898

J. J. Beauchamp

Conseil

Rep 18/5/98

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, May 16,1898.

M.C.Boremont, Esq.,

98/98 Secretary-Treasurer, MAISONNEUVE,

Maisonneuve, Que.

Dear Sir:-

I understand that your Council, at its last meeting, passed a Resolution upon the subject of railway crossings in your Municipality. If this is correct I shall be glad to receive a copy of the Resolution in question.

Yours truly,

Martinett Walker

SECRETARY.

Rule 1/6/98

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, May 20,1898.

E.G.ZUMBRO, Esq.,

98/98 Secretary-Treasurer, TOWN OF MAISONNEUVE,

MAISONNEUVE, Que.

Dear Sir:-

I am directed to acknowledge receipt of your letter of the 18th inst., to our Manager, with regard to an application the Town has made for approval of what you call "A consent given by the Montreal Island Belt Line Railway Company to the Town of Maisonneuve and to this Company to cross the Belt Line Company's tracks on Lasalle Avenue."

If this consent is shown in any other way than by signing the agreement which was drafted we would like to see it. This Company will not apply to the Railway Committee, nor consent to any application, for a crossing on Lasalle Avenue, unless the terms are settled beforehand to its satisfaction. If the agreement has been signed please give me a copy of it. If the consent of the Belt Line Railway is conveyed in any other way we would like to see the document; but, unless this Company is first satisfied, it will support in the Railway Committee and oppose any such application.

Yours truly,

Martin Walls

Enc. SECRETARY.

Seule 8/6/98

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, June 6,1898.

M.G.Ecrement, Esq.,

95/95 Secretary-Treasurer, TOWN OF MAISONNEUVE,

Maisonneuve, Que.

Dear Sir:-

In re Crossings.

I send you herewith a draft memorandum of agreement which we have submitted to the Montreal Island Belt Line Railway Company and the Canadian Pacific Railway Company. This Company is willing to perform its part of the arrangement contemplated by this agreement; but unless this agreement, or a similar one satisfactory to this Company, is entered into before we appear before the Railway Committee, this Company will be obliged, as I notified you in my letter of the 20th ulto., to oppose the application which you have made to the Committee.

Yours truly,

Martin Walls

E. SECRETARY.

347 a 361 [illegible]

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, June 30,1898.

M.G.ECREMENT, Esq.,

98/95

Secretary-Treasurer, TOWN OF MAISONNEUVE,

Maisonneuve, Que.

Dear Sir:-

I beg to acknowledge receipt of your letter of yesterday's date, in regard to the road crossing at Notre Dame Street and Letourneux Avenue. This curve has only just been put in, and there has hardly been time to replace the crossing; ~~which~~ this is being done to-day, however, and will be completed as early as possible.

Yours truly,

Martinett Watts

SECRETARY.

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, July 14,1898.

M.G.Ecrement, Esq.,

98/98 Secretary-Treasurer, TOWN OF MAISONNEUVE,

Maisonneuve, Que.

Dear Sir:-

As the crossings at the intersection of St.Catherine and Ontario Streets on Lasalle Avenue are now completed and as we intend running over them on Sunday next, or Monday at the latest, we shall be glad to receive, at once, your cheque for five hundred dollars, in accordance with the arrangement recently entered into.

Yours truly,

Martin Walls
SECRETARY.

Montreal Street Railway Co.

Street Railway Chambers

Office of
THE SECRETARY.

574 CRAIG STREET. Montreal, July 20, 1898.

M. G. Ecremont, Esq.,

Sec - Treas, Maisonneuve.

98/97

Dear Sir,

I beg to acknowledge receipt of your letter of the 18th inst addressed to this Company requesting us not to allow the Canadian Pacific Railway Company to cross our lines on St Catherine, Ontario and Notre Dame Streets, at their intersection with Jeanne d'Arc Avenue, until that Company has paid your costs in the action which they took against you in connection with that Avenue.

In reply I beg to say that this Company has no right to take such action as you request. The agreement under which these crossings will be effected contains no stipulation in regard to these costs. This is a matter which you must take up direct with the Canadian Pacific Railway Company.

Yours truly,

Martin Watts

SECRETARY.

Office of the
Railway Committee of the Privy Council

No. 1235 f
Subj
Ref.

Ottawa August 4th 1898

98/95

Sir,

I am directed to transmit to you herewith, certified copy of an Order of the Railway Committee of the Privy Council dated 29th ultimo approving of the Montreal Street Railway Company Crossing with its Railway, at rail level, the track of the Montreal Island Belt Line Railway Company on Lasalle Avenue at the intersections of Ste.Catharine and Ontario Streets in the Town of Maisonneuve.

I have the honour to be
Sir,
Your Obedient Servant.

Collyer Schull
Secretary
Railway Committee of P.C.

To The Clerk
Town of Maisonneuve,
Maisonneuve, P. Q.

ORDER.

The Corporation of the Town of Maisonneuve having applied to the Railway Committee of the Privy Council of Canada for approval of the Montreal Street Railway Company crossing, at rail level, the tracks of the Montreal Island Belt Line Railway Company on Lasalle Avenue at the intersection of Ste. Catherine and Ontario Streets in the Town of Maisonneuve, as shown on the plan submitted, File No. 7588.

The Committee, on the 19th. day of June, A.D. 1898, having heard Counsel for the Montreal Street Railway Company and the Montreal Island Belt Line Railway Company, respectively, and having duly considered the evidence submitted on their behalf, hereby approves of the Montreal Street Railway Company crossing with its Railway, at rail level, the track of the Montreal Island Belt Line Railway Company on Lasalle Avenue at the intersections of Ste. Catherine and Ontario Streets in the Town of Maisonneuve, as shown on the said plan, this approval being subject to the fulfilment of the provisions of the agreement between the Canadian Pacific Railway Company, the Montreal Street Railway Company, the Town of Maisonneuve and the Montreal Island Belt Line Railway Company, of no date, under File No. 7588, in so far as they affect the arrangements to be made for the safety of the public and the working of traffic and are not inconsistent with the railway Act or this Order, or any Order which may hereafter be made in respect of the said crossing by the Railway Committee of the Privy Council.

Sg'd. W.S. Fielding,
Acting Minister Railways & Canals,
Chairman.

Ottawa, July 29th. 1898.

Certified true copy,

Secretary, Railway Committee P.C.

12 Mai 1899

Mr. J. J. Beauchamp,
Montréal.

Mon cher Monsieur,-

196/99 Veuillez trouver sous pli copie du reçu des $500.00 que la Ville a payées à la Compagnie des Chars Urbains de Montréal au sujet de traverses des chemins de fer dans Maisonneuve.

J'ai l'honneur d'être,
Votre très humble serviteur,

J. Emmanuel Brassard
Maire de la Ville de Maisonneuve.

28 Janvier 1901.

196
~~1123~~/901

Mr. L'J.S. Morin, Avocat,

MONTREAL

Mon Cher Monsieur,-

Veuillez trouver sous pli un projet d'ordre en Conseil du Comité des Chemins de Fer du Conseil privé au sujet de la traverse par la Compagnie des Chars Urbains à la rue Ontario.

Veuillez examiner ce projet, nous faire vos remarques et nous le retourner.

J'ai l'honneur d'être
votre très humble serviteur
Sec.-Trés.
de la Ville de Maisonneuve.

196
~~402~~/911
No. 17961
Subj. 197-193
Ref. 937H

Office of the
Railway Committee of the Privy Council

Ottawa February 7th 1901.—

Sir

I am directed to transmit to you, herewith, certified copy of the Order of the Railway Committee of the Privy Council, approving of the Montreal Street Railway crossing the Montreal Terminal Railway on Valois Avenue, Montreal, and La Salle Avenue, Maisonneuve.

Enclosure.

I am, Sir,
Your obedient servant,

Colmyn Bonnerier
Secretary, Railway Committee P.C.

His Worship,
The Mayor,
Maisonneuve,
P. Q.

ORDER.

The Montreal Street Railway Company having applied to the Railway Committee of the Privy Council of Canada, for approval of the place and mode of crossings, by a track of their railway, of the Montreal Terminal Railway on Valois Avenue in the City of Montreal and LaSalle Avenue in the Town of Maisonneuve, as shown on the plan submitted and annexed hereto.

The said Committee, after due consideration, hereby approves of the place and mode of crossings of the said railways as shown on the said plan - this approval being subject to the fulfilment of the provisions of the agreement between the said Montreal Street Railway Company and the Montreal Terminal Railway Company dated the 25th.day of July, A.D.1900, (a copy of which is hereto annexed), in so far as they affect the arrangements to be made for the safety of the public and the working of traffic and are not inconsistent with the Railway Act or this Order, or any Order which may hereafter be made in respect of the said crossings by the Railway Committee of the Privy Council.

(Sgd) Andw.G.Blair,

Chairman.

Ottawa, December,31st.1900.

Certified true copy,

Secretary, Railway Committee, P.C.

TAILLON, BONIN & MORIN
AVOCATS.

HON. J. J. C. TAILLON, C. R.
J. ALEXANDRE BONIN, C. R.
L. J. S. MORIN, L. L. B.

EDIFICE DE LA "BANQUE D'EPARGNE"
1ER ETAGE, CHAMBRES NOS 6, 7 & 8
180 RUE ST-JACQUES.

TELEPHONE BELL (MAIN) NO 1697.

196
~~442~~/901

MONTREAL, 16 Février *1901.*

Monsieur M.G.Ecrement N.P.

Sec-trés.de la ville de

Maisonneuve.

Re Traverses de chemin de fer.

Mon cher Monsieur,

J'ai examiné la copie de l'ordonnance du Comité des chemins de fer et je vous la transmets ; j'ai accusé réception.

Votre bien dévoué

J. Morin

98-3-8.

Canadian Pacific Railway Company.

Office of the Chief Engineer track rue Jeanne d'Arc

P. ALEX. PETERSON
CHIEF ENGINEER

Montreal, 8th May, 1893.

M. G. Coement Esq. N.P.
107 Letourneux Avenue,
Maisonneuve.

98/93

Dear Sir,

Would you kindly tell me the full name of the Owner of a property near the top of Jeanne d'Arc Avenue, and now leased by George Mace, and also let me have the valuation of same for taxation purposes.

This Property includes, I think, lots Subdivision Numbers 14 5 to 17 of Farm No. 17; please say if these are the correct Numbers and also let me know if Maisonneuve is a Town or an Incorporated Village. As the Street on Farm Number 17 has been changed since the original subdivision was made I would also like to know if the Proprietor of the lots leased to Mace owns any part of Jeanne d'Arc Avenue, or if he owns the part of the old Street, actually Number 17-364, in rear of the lots mentioned above. Yours truly, P. A. Peterson, Chief Engineer.

Canadian Pac Railway Co

9/5/93

Jeanne d'Arc Grand Domaine

D D R.

Girard dit Donné la portée
de Anne Jaunière

Girard & Corbeil ont donné 30' pour une Jeanne d'arc cadastrée
sur le front des lots 7 a 145

Intercontinental Pa
Railway Company
Ville de Maisonneuve
Montréal

CANADIAN PACIFIC RAILWAY
OFFICE OF THE CHIEF FINANCIAL OFFICER
MONTREAL, Q

Dear Sir:
Please note that on the 28th inst. we
[illegible]

Memorandum.

Mr. J. Beremont Esq.
Secretary Treasurer
Ville de Maisonneuve
Montreal

CANADIAN PACIFIC RAILWAY COMPANY
OFFICE OF THE CHIEF ENGINEER

MONTREAL, May 23rd 1893.

Dear Sir:—

I am in receipt of your letter of the 20th inst. and am much obliged for the information furnished me.

Yours truly,
P. Alex. Peterson
Chief Engineer

as far as Lot No. 17-76 and that from thence it is drawn in pencil only.

Am I to understand that this Avenue has been homologated of it's full width only as far as Lot 17-76?

Would you please let me know the names of the owners of Lots 17-77 to 17-144 both inclusive and of the upper part of Lot No. 18 opposite Lots 17-145 to 17-174 belonging to Mr. Fs. Xav. Maisan.

Yours truly,
H. Irwin.

Canadian Pacific Railway Company.
Office of the Chief Engineer
Montreal, 1st June, 1893.

P. MAC. PETERSON
CIVIL ENGINEER

Jno. G. Forrest Esq.
Sec. Treas. Town of Maisonneuve.

Dear Sir,

When examining Plan of your Town a
I noticed that the South Western side
Avenue was shewn as extending only
and that from thence it is
nue has been
d but

Construction Traffic Contracts
23/5/93

Canadian Pacific Railway Company.

Office of the Chief Engineer

P. ALEX. PETERSON
ASST. ENGINEER

Montreal, 1st June, 1893.

Jn. G. Coement Esq.
Sec. Treas. Town of Maisonneuve.

Dear Sir,

When examining Plan of your Town a few days ago I noticed that the South Western side of Jeanne d'Arc Avenue was shewn as extending only as far as Lot No. 17-76 and that from thence it is drawn in pencil only.

Am I to understand that this Avenue has been homologated of it's full width only as far as Lot 17-76?

Would you please let me know the names of the owners of Lots 17-77 to 17-144 both inclusive and of the upper part of Lot No. 18 opposite Lots 17-145 to 17-174 belonging to Mr. Fs. Xav. Morson.

Yours truly,

H. Irwin.

Can. Pac. Railway Co

6/6/93

Memorandum.

CANADIAN PACIFIC RAILWAY

OFFICE OF THE CHIEF ENGINEER

MONTREAL, Jun

Comment Esq.
Ville de
Tout.
Montmorency.

Dear Sir:—

I beg to acknowledge receipt of your letter of the 5th inst., and have the information contained

Memorandum.

...cement Esq.
...e. Trés. Ville de
Maisonneuve.

CANADIAN PACIFIC RAILWAY COMPANY
OFFICE OF THE CHIEF ENGINEER

MONTREAL, June 7th 1893.

Dear Sir:—

I beg to acknowledge receipt of your letter of the 5th inst., and am greatly obliged for the information contained therein.

Yours truly
H. Irwin
Asst. Engr.

Can. Pacific Rail Way

7/6/93

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE CHIEF ENGINEER.

P. ALEX. PETERSON,
Chief Engineer.

MONTREAL, 2nd June 1897.

Recd 4/6/97

His Worship.
Mayor of Maisonneuve

98/97

Dear Sir:

Would you kindly send me the profile of Jeanne d'arc Street, which is required in connection with the proposed railway to the St Lawrence Sugar Refinery.

Yours truly

P. Alex. Peterson
Chief Engineer

Le 17/11/97

pending 6996.

Office of the
Railway Committee of the Privy Council

No. 11713
File 120
Ref. 7210 & 7209

Ottawa November 16th 1897.

Sir

In response to your letter of the 15th instant, I am directed to send you, herewith, copy of the Order of the Railway Committee of the Privy Council, approving of the plan and profile of a siding from the Canadian Pacific Railway Company's main line to the premises of the St. Lawrence Sugar Refining Company, in the Town of Maisonneuve. —

I am, Sir,
Your obedient servant,
Colin J. Schue
Secretary, Railway Committee, P.C.

9/8/97

M.S. Ecrement Esq
Secretary-Treasurer
Maisonneuve, P.Q. —

MEMOR.

The Canadian Pacific Railway Company having submitted for the approval of the Railway Committee of the Privy Council of Canada a plan and profile of a siding from a point on its main line between Hochelaga and Mile End into the premises of the St. Lawrence Sugar Refining Company in the Town of Maisonneuve, the said siding to be constructed along or across the following Streets, namely, Grenier, Favre, Moreau, Prefontaine, Dezery, St. Germain, Darling, Davidson, Guvillier, Aylwin, Joliette Chambly, Nicolet, Streets, Valois Avenue in the City of Montreal, and Jeanne d'Arc Avenue and Notre Dame Street in the Town of Maisonneuve, as shown on the said plan and profile, file No.6525 of which plan and profile a copy is hereto attached, and having applied to the said Committee for its approval of the same under the provisions of sections 183 and 187 of the Railway Act, and having also submitted a duly certified copy of a resolution of the Council of the Town of Maisonneuve passed at its meeting on the First day of May, A.D. 1896, stating in effect that it authorised the construction, maintenance and operation by the said Company of a railway siding along Jeanne d'Arc Avenue between a lot on said street known as Cadastral Lot 17 - 180 and the St. Lawrence Sugar Refining Company premises South of Notre Dame Street, and also of a spur siding from the said siding on Jeanne d'Arc Avenue across Pius the Nineth Avenue into the premises of Messrs Watson, Foster and Company, and that the Town of Maisonneuve would, if desired, co-operate with and assist in every possible way the said railway Company in obtaining the approval of the Railway Committee of the Privy Council of the construction, maintenance and operation of the said sidings along and across the said Streets, the Railway Company to bear any expenses there may be in obtaining the said approval of the said Railway Committee; it being however understood that the Town of Maisonneuve is giving the approval and consent to the said Company shall not in any way be held

responsible

sensible for the damages caused by the construction, maintenance and operation or by the diminution of value of any property or for any other cause whatsoever of the said sidings provided that the St. Lawrence Sugar Refining Company renounces to and dispossessed itself of same privileges and rights heretofore granted for the same purpose by the Town of Maisonneuve and the Company having submitted an Instrument executed by the St. Lawrence Sugar Refining Company by which it renounces and dispossesses itself of the said privileges rights.

And the Company having also submitted to the said Committee a copy of a letter from Mr. Tait, the Assistant General Manager of the said Company, to Mr. Prefontaine, the Chairman of the Road Committee of the City of Montreal dated the 29th. day of May, 1896, giving notice of the intention of the Company to apply for the sanction of the said Committee to the construction of the siding aforesaid, of which letter a copy is hereto attached, and also a copy of a report of the Road Committee of the said Council and of a resolution adopting the same, of which report and resolution copies are hereto attached and are to the effect that the Council of the City of Montreal has no objection to the approval of said siding by the Railway Committee of the Privy Council, provided the said Company, on the opening of any streets traversed by said siding immediately comply with the laws, rules and regulations as laid down by said Railway Committee of the Privy Council and affecting this and all similar sidings where they traverse or cross any thoroughfare.

The said Committee doth hereby approve of the said plan and profile and of the construction and operation of the said siding so long as the said Company shall fulfil and observe the following conditions in respect thereof, namely:

1. The Company shall maintain the said siding in a manner satisfactory at all times to the Chief Engineer of Government Railways and Canals.

2.

2. That the Company shall from time to time and at all times comply and fulfil each of the conditions mentioned in either the said resolution of the Council of the Town of Maisonneuve or the said report of the Road Committee of the Council of the City of Montreal or the said resolution ac - cepting the same or in either or any of them.

(Sgd) Andw. G. Blair,
Chairman.

Ottawa, September 14th.1906.

Certified true Copy.

J.N. Pugsley
Clerk Pro tem, Railway Committee, P.C.

Abstract from the minutes of the Council of the Town of Maisonneuve at its meeting of the first day of May 1892 to wit :

It is hereby moved by Mr. B. St. Jean
Seconded by Mr. D. McNaud and T. Dudevoir,

That the Town of Maisonneuve hereby consents to approves of and as far as it can lawfully do so, authorises the construction, maintenance and operation by the Canadian Pacific Railway Company of a railway siding along Jeanne d'Arc between a lot on said street known as cadastral lot 19-100 and the St Lawrence Sugar Refining Company premises south of Hochelaga street, and also of spur siding from the said siding on Jeanne d'Arc Avenue across Pine the Ninth Avenue into the premises of Messrs Malone Foster and Company situated the Town of Maisonneuve Vill, St Gabriel, co-operate with said contract. In every possible way the said Railway Company in obtaining the approval of the Railway committee of the Privy council of the construction maintenance and operation of the said siding along and across the said siding streets, the said Railway Company to bear any expense there may be in obtaining the said approval of the said Railway committee ; however it is understood that nothing of this consents in giving the above approval and consent to the Canadian Pacific Railway Company shall not be in any way to hold responsible for the charges caused by the construction, maintenance and operation of the said siding, contract.

Mayor

Clerk of the Town of Maisonneuve

Lafleur & MacDougall.
Advocates, Barristers, &c.

EUGENE LAFLEUR.
GORDON W. MACDOUGALL.

CABLE ADDRESS "FLEURALL"

New York Life Building.
Place D'Armes.

Lu le 26/1/98

Montreal, January 22nd 1898.

M. G. Ecrement, Esq.

Secretary-Treasurer

Town of Maisonneuve.

98/98

Sir:-

We are instructed by the Canadian Pacific Railway to institute proceedings to obtain the restoration of their siding in Jeanne d'Arc Street to the condition in which it was before the removal of their tracks and other constructions on or about the 18th November last.

We trust that a prompt compliance with this demand will obviate the necessity of further proceedings on our part.

Your obedient servants,

Lafleur & MacDougall

Office of the
Railway Committee of the Privy Council

No. 12188
Subj. 193-197
Ref. 7533

Ottawa May 31st 1898.—

Date 8/6/98

98/98

Sir

I am directed to acknowledge the receipt of your letter of the 18th instant, re crossing of the Montreal Belt Line Railway by the Montreal Street Railway on Cassalle Avenue at the intersections of Ste. Catherine and Ontario Streets, and to inform you, that a meeting of the Railway Committee of the Privy Council, will take place in this Office, at 11 a.m, on Friday, the 10th of June, proximo, when this matter will come up for hearing.

I am, Sir,
your obedient servant,

Collard Schulz

Secretary, Railway Committee, P.C.

M. G. Ecrement Esq.
Secretary-Treasurer,
Maisonneuve, P.Q.

CANADIAN PACIFIC RAILWAY COMPANY.

LINES EAST OF FORT WILLIAM.

OFFICE OF THE MANAGER.

MONTREAL, June 16th 1898

M. G. Ecrement Esq.

Secretary, Town of Maisonneuve,

Maisonneuve, Que.

Dear Sir,

98/98

In reference to your letter of yesterday, I have to say that if, and as soon as, the Railway Committee of the Privy Council issue an Order approving of the two level Railway crossings on Lasalle street, and the two on Jeanne d'Arc Avenue, and of that on Notre Dame street on the terms and conditions agreed on between this Company, the Montreal Street Railway Company, and the Town of Maisonneuve, as set forth in the memorandum submitted to the Railway Committee, we will discontinue the present law suit instituted by this Company against the Town of Maisonneuve respecting the two crossings on Jeanne d'Arc Avenue, and will pay our own costs in that suit.

Yours truly

Manager.

CANADIAN PACIFIC RAILWAY COMPANY

OFFICE OF THE SECRETARY

Montreal, June 1st 1899.

Secretary, Town of Montreal.

Dear Sir,

In well at Montreal and Mr. Rowan and Mr. Mackenzie have been with us, and we have decided to begin work on the Bonaventure Station, and we have decided that on Monday next, the Montreal Division Gang commence on the Montreal Town of Maisonneuve, as we will be the earliest possible moment, and the Company assume on Monday the two months in which we will be ready.

Yours truly,

[illegible]

No 388

C.S. Montreal

The Canadian Pacific Railway Company

Dem Ltd

La Ville de Maisonneuve

DDD

Rep. août 1899

RECD APR 13 1899

Letter 21/6/98

CANADIAN PACIFIC RAILWAY COMPANY.

LINES EAST OF PORT WILLIAM.

OFFICE OF THE MANAGER.

MONTREAL, June 18th 1898

M. G. Beremont Esq.

Secretary, Town of Maisonneuve,

Maisonneuve, Que.

95/98

Dear Sir,

In reply to your letter of yesterday, I have to say that we never promised to pay any costs except our own costs in the suit taken by this company against the Town of Maisonneuve. This is shown clearly by letter which I wrote to Mr. Mullarkey on June 8th, and which, I understand, was read at the meeting of your Council that night; copy enclosed for your information.

Yours truly

Manager.

Enclo.

Copy

June 8th, 1898.

J.P.Mullarkey Esq.

Man'g Dir. Montreal Island Belt Line Ry.

Montreal, Que.

Dear Sir:-

I regret that I shall be unable to attend the meeting of the Council of the Town of Maisonneuve to-night. As I understand that you will be there I will be obliged if you will say to the Council on behalf of this Company that in the event of the difficulties respecting the level railway crossings in the Town of Maisonneuve being adjusted about on the lines of the agreement proposed by the Montreal Street Railway this Company will discontinue the action against the Town of Maisonneuve in respect to the two crossings on Jeanne D'Arc avenue, and will pay its own costs in that suit.

Yours truly,

Manager

Office of the
Railway Committee of the Privy Council

No. 12317
Subj
Ref.

Ottawa July 6th 1898

Sir

I am directed to transmit to you, herewith, drafts of proposed orders re Canadian Pacific Railway crossing the Montreal Street Railway and the Montreal Street Railway crossing the Montreal Island Belt Line Railway, in the Town of Maisonneuve, and to request, that you will be pleased to return the same as soon as possible with any remarks thereon that you may desire to make.

98/99

Enclosures
2 Drafts.

I am, Sir,
your obedient servant,
Collingwood Schreiber
per JWO
Secretary, Railway Committee, P.C.

M.G. Ecrement Esq
Secretary-Treasurer,
Maisonneuve,
P.Q.

Recd 10/8/98

Office of the
Railway Committee of the Privy Council

No. 12361

Ottawa 4th August 1898

Subj

Ref.

Sir,

I am directed to transmit to you herewith, certified copy of an Order of the Railway Committee of the Privy Council, dated the 29th ultimo, approving of the Canadian Pacific Railway Company, crossing with its Railway, at rail level, the tracks of the Montreal Street Railway Company at Notre Dame Street, at its Junction with Jeanne D'Arc Avenue, at St. Catherine Street and at Ontario Street in the Town of Maisonneuve.

I have the honour to be,

S i r,

Your obedient servant.

Collingwood Schreiber

Secretary Railway Committee. P.C.

To the Clerk of the

Town of Maisonneuve,

The Canadian Pacific Railway Company having applied to the Railway Committee of the Privy Council of Canada, for approval of the following proposed crossings, at rail level, by its railway of the Montreal Street Railway in the Town of Maisonneuve,(File Nos. 7445 and 7594) viz:-

1:- Crossing on Notre Dame Street at its junction with Jeanne d'Arc Avenue.

2:- Crossing at St Catherine Street.

3:- Crossing at Ontario Street,

The Committee, on the 10th day of June, A.D. 1898, having heard Counsel for the Canadian Pacific Railway Company and the Montreal Street Railway Company, respectively, and having duly considered the evidence submitted on their behalf, hereby approves of the Canadian Pacific Railway Company crossing with its railway, at rail level, the tracks of the Montreal Street Railway Company at Notre Dame Street at its junction with Jeanne d'Arc Avenue,at St. Catherine Street and at Ontario Street, all in the Town of Maisonneuve as aforesaid, so long as the freight cars of the Canadian Pacific Railway Company are moved over the said crossings by electric power only, this approval being subject to the fulfilment of the ppovisions of the Agreement between the Canadian Pacific Railway Company, theMontreal Street Railway Company, the Town of Maisonneuve and the Montreal Island Belt Line Railway Company, of no date, under File No. 7598, in so far as they affect the arrangements to be made for the safety of the public and the working of traffic and are not inconsistent with the Railway Act or this Order, or any Order which may hereafter be made in respect of the said crossings by the Railway Committee of the Privy Council.

Sg'd. W.S.Fielding,

Acting Minister of Railways & Canals.

Ottawa,July 29th 1898. CHAIRMAN.

Certified true copy,

Secretary Railway Committee P.C.

Sub 20/7/98

CANADIAN PACIFIC RAILWAY COMPANY.

LINES EAST OF FORT WILLIAM.

OFFICE OF THE MANAGER.

MONTREAL, July 13th 1898

M. G. Berement Esq.

Secretary, Town of Maisonneuve,

Maisonneuve, Que.

Dear Sir,

98/96

I delayed replying to your two letters of May 13th and July 6th in regard to the level of our track on Jeanne d'Arc Avenue pending the issue of the Order of the Railway Committee in regard to the crossings of the Montreal Street Railway.

As soon as the Town proceeds with the grading of the balance of the street to its proper level we will have the track altered to conform to that level.

Yours truly

Manager.

Beauchamp & Bruchési,
AVOCATS
54, Rue St-Jacques

TELEPHONE BELL 1355 - MARCHANDS 258.

JEAN JOSEPH BEAUCHAMP, C.R.
CHARLES BRUCHESI, C.R.

Montreal, 28 Mars 1899

bulle 5/7/99 page 525/4

H. G. Ewement Ec.
Sec. Trés. Maisonneuve

196/99

Monsieur

La cause du Pacifique Canadien c. Maisonneuve pour les rails enlevés sur la rue Jeanne d'Arc est inscrite pour le 10 avril. Veuillez venir vous entendre avec moi sur la preuve qui il y a à faire en temps utile.

Votre humble
J J Beauchamp
avocat

6 AVRIL 1899.

...ville du 6 avril, ...

... J. J. Beauchamp ...
... ville de Maisonneuve ...

... concernant la ...
...ville, je vous in...
... passée à ce sujet.
...nnés dans la pé...

...re.
...ble serviteur,

...de Maisonneuve.

Beauchamp & Bruchési,
AVOCATS
54, Rue St-Jacques
JEAN JOSEPH BEAUCHAMP, C.R.
CHARLES BRUCHESI, L.L.B
TELEPHONE BELL 1355 - MARCHANDS 258.

Montreal, 5 avril 1899

196/99

Monsieur Ecrément

Rappelez-vous que la cause du Pacifique contre Maisonneuve est finie à lundi prochain. Je vous ai déjà écrit une fois sans recevoir de nouvelle, veillez y voir, si nous ne faisons pas de preuves la compagnie obtiendra jugement contre nous.

Votre humble

J. J. Beauchamp
avocat

6 AVRIL 1899.

ville, je vous in-
passée à ce sujet.
ionnés dans la pé-
re.
mble serviteur,
de Maisonneuve.

6 Avril 1899.

Mr. J. J. Beauchamp,

Avocat,

Montréal

Mon cher Monsieur,-

196/99

En réponse à vos deux lettres concernant la cause du Pacifique Canadien contre la Ville, je vous inclus copie de la résolution du Conseil passée à ce sujet. J'ai averti les membres du Comité mentionnés dans la résolution de s'occuper de la chose.

J'ai l'honneur d'être,

Votre très humble serviteur,

Eugène Lafleur

Ge la Ville de Maisonneuve.

196/99

Extrait du livre des délibérations du Conseil de Ville de Maisonneuve à son assemblée du 5 Avril, savoir:

Lecture d'une lettre de Mr. J. J. Beauchamp re cause du Pacifique Canadien contre la Ville de Maisonneuve;

Proposé par Mr. J. Riendeau, fils,

Secondé par Mr. H. Massy,

Que le Comité délégué à Ottawa au sujet du règlement des difficultés existant entre la Ville et les Compagnies du Pacifique Canadien et des chars Urbains de Montréal soit autorisé de préparer la preuve dans la cause du Pacifique Canadien contre la Ville et de comparaître, si besoin est, devant la Cour Supérieure à ce sujet. Adopté.

(Vrai extrait)

J. G. Ecrement Greffier de la Ville de Maisonneuve.

Maisonneuve, 6 Avril 1899.

11 Avril 1898.

Mr. J. J. Beauchamp,

Avocat,

Montréal.

Mon cher Monsieur,-

186/98

Veuillez trouver sous pli la lettre de la Montreal Island & Belt Line Co. du 15 Novembre 1897 et quelques autres correspondances se rapportant à la cause du Pacifique contre la Ville de Maisonneuve. C'est tout ce que j'ai de correspondance qui regarde cette affaire qui pourrait être utile dans la cause.

Comme je vous l'ai dit, je parlerai de cette cause au Conseil à son assemblée de demain soir.

J'ai l'honneur d'être,

Votre très humble serviteur,

de la Ville de Maisonneuve.

18 Avril 1899.

Me. Arthur Chrétien,
Maisonneuve.

Mon cher Monsieur,-

196/99

Vous n'avez pas besoin de vous rendre tel que convenu à la Cour pour Gervais dans la cause du Pacifique contre la Ville, la cause ayant été remise à plus tard. Je vous notifierai en temps et lieu.

J'ai l'honneur d'être,
Votre très humble serviteur,
Alf Evenitt
de la Ville de Maisonneuve.

13 Avril 1899.

Mr. J. D. Martineau,

Maisonneuve.

Mon cherMonsieur,-

196/99
~~198~~/99

Vous n'aurez pas besoin de vous rendre tel que convenu à la Cour pour demain dans la cause du Pa ifique contre la Ville, la cause ayant été remise à plus tard. Je vous avertirai en temps et lieu.

J'ai l'honneur d'être,

Votre très humble serviteur,

H. Beaumont

de la Ville de Maisonneuve.

Beauchamp & Bruchesi
Avocats x Advocates
54, Rue St-Jacques, 54

Jean-Joseph Beauchamp, C. R.
Charles Bruchesi, L. L. B.

Telephone Bell, Main: 1355

Montreal, 20 Janvier 1900

190/900 M. G. Ecrement, Ecr.
Sec-Trés.

Monsieur,

Vous trouverez ci-inclus une copie du mémoire de frais dans l'affaire de la Canadian Pacific Railway vs la Ville de Maisonneuve, dans laquelle jugement a été rendu le 11 Janvier courant, déboutant l'action et chaque partie payant ses frais.

Vos humbles serviteurs,

Beauchamp & Bruchésis
Avocats.

X

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District of Montreal.

SUPERIOR COURT /

No 388.

The Canadian Pacific Railway Co Plff.

Vs.

The Town of ~~Westmount~~ Maisonneuve

Re. Defdt.

Bill due Mess. Beauchamp & Bruchesi, Atty. of the Defdt. The town of Maisonneuve under jud. of the 11 January1900, granting act to the parties of their declaration that the case had been settled out of Court . Case at Enq. & Merits.

Appearance	$0.30
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Enq. fees 20.00, Merits fee 15.00----------35.00

----------Atty.---------- 70.00

----------Jud.---------- 1.20

Prep. bill 2.00 , Certif. 1$0----------3.30

$177.80

No 388

Beauchamp v B-

Cpt

C S Montréal.

The Canadian Pacific Railway Co y Plff.

vs.

The Town of Maisonneuve. Defdt.

Mémoire de frais

Copie

Beauchamp & Bruchési
Avocats de la Defdr.

Montréal,30 mai,1900.

La Ville de Maisonneuve

à

Beauchamp & Bruchesi Dt.

20 février,1899.....Téléphoner à Québec..... $0.90

19 janvier,1899.....Consultation sur votation d'un règlement pour emprunt.. 5.00

1er août,1899.....Consultation & recherches par rapport à la confection d'un nouveau rôle d'évaluation,de la démission et remplacement des évaluateurs... 10.00

18 sept.,1899.....Re Trudeau et lettre..... 5.00

2er octobre,1899.....Plusieurs entrevues avec l'avocat Atwater,relativement au rachat des débentures..... 15.00

11 octobre,1899.....Entrevue avec le Conseil Re débentures,emprunt de $150.000.00 à $310.000.00... 5.00

12 octobre,1899.....Entrevues avec Atwater,pas et démarches durant deux jours,entrevues avec l'avocat Duclos,et rédaction des débentures..... 15.00

24 octobre,1899.....Entrevues avec Lajoie,avocat,pour vente des débentures à la Banque J.Cartier, examens de la charte et des documents de la cause de Pauzé vs La Ville de Maisonneuve..... 10.00

$65.90

Rapport		$ 65.90
26 octobre,1899...	Nouvelles entrevues avec l'avocat Lajoie.....	5.00
27. " "		
2 novembre,1899...	Entrevue avec le Maire,le Sécrétaire-Trésorier et trois conseillers.Examen de la résolution de la Banque J.Cartier et du Conseil pour l'emprunt de $150.000.00 à $300.000.00...	5.00
27 novembre,1899...	Opinion écrite et examen du règlement concernant le prêt comme bonus accordé à Monsieur Well.....	10.00
27 novembre,1899...	Opinion verbale sur la réclamation de Monsieur Well contre la Ville de Maisonneuve------- Deux entrevues avec M.M. Massy, Martineau & Christin.....	10.00
30 novembre,1899...	Opinion écrite relativement à la réclamation en dommages de Dinell et examen de l'action et plusieurs entrevues.....	10.00
2 décembre,1899....	Entrevue ~~XXXXXXXXXX~~ et examen de la charte pour donner des avis publics,avec le Maire, Massy,Gilbert,Martineau,Riendeau et Sécrétaire.....	10.00
12 décembre,1899..	Consultation Re aide à Gauvreau en achetant et lui revendant la Manufacture deBrunet.....	5.00
4 décembre,1899....	Travail du soir à Maisonneuve pour préparer amendements à la charte.	10.00
		$130.90

Rapport		$ 130.90
5 décembre/99	Travail du soir à Maisonneuve pour préparer amendements à la charte.....	10.00
23 déc./99	do do do do do....	10.00
23 déc./99	Frais in Re Kent & al. vs Ville de mai Maisonneuve.....	19.70
5 janvier/99	5 séances du conseil de ville de Maisonneuve à Montréal et travail à la charte.....	10.00
18 janvier/00	Opinion Re Richer sur propriété du lot No 9 sub. 6, rue Lassalle.	5.00
7 avril/00	Opinion sur la responsabilité personnelle des conseillers.....	5.00
8 avril/00	Opinion sur le droit d'affecter aux dépenses ordinaires la balance de l'emprunt de $150.000.00..	5.00
8 avril/00	Opinion sur le droit de payer une partie des travaux faits avec les $150.000.00 avec des billets émanés sur la clause 48 de la Charte.....	5.00
		$ 200.80

- Bill à Québec -

5 décembre/99	Payé à Gazette officielle de Québec.....	$ 10.00
6 février/00	Payé pour escompte du billet de $713.00.....	13.00
6 février/00	Envoyé à Québec pour impression du Bill et honoraire du Gouvernement.....	280.72
		$ 504.52

	Rapport.....	$ 504.32
Février & mars/00....	13 jours à Québec:les 12,13,14, 15,16,27,28 février,et lesler, 2,3,9,10 de mars 1900,& dépenses....	102.23 -
	Requête au Conseil Législatif, rédaction et expédition.....	10.00 -
	Requête à l'Assemblée Législative,rédaction et expédition.....	10.00 -
	Requête au Lieutenant-Gouverneur en Conseil,rédaction et expédition..	10.00 -
	Révision du travail fait avec le conseil de ville de Maisonneuve, étude de toute la charte avec l'acte des Villes et le Code Municipal,et rédaction Bill,copies et expédition à Québec.....	100.00 ✓
26 février/00	Payé à la Presse pour avis.....	43.12 ✓
do	Payé au Herald pour avis.....	39:10 ✓
	Téléphoner à Québec.....	.85 ✓
	Préparation et expédition des avis pour les journaux francais et anglais et la Gazette officielle.....	15.00 -
	13 jours à Québec pour la passation du Bill devant l'Assemblée Législative et le Conseil Législatif à$25.00 par jour, et puis faire amen der les deux Bills concernant la Longue-Pointe,etaussi	
		$ 834.62

rapport..... $ 834.62

et aussi pour opposition à la clause du bill de la Cité de Montréal,imposant une taxe sur les ouvriers,résidant en dehors de la Cité..... 325.00

Les 9 et 10 de mars,pour surveiller et faire amender de nouveau les deux bills concernant la paroisse et le village de la Longue-Pointe:Dépenses,honoraires 68.25

13 mars/00 Payé pour mandat poste..... $:18
$1228.05

Par compte rendu,accepté et déjà approuvé par le conseil,frais in Re C.P.R. vs la Ville de Maisonneuve... 177.80
$1405.85

- Crédit -

Par billet de $713.00,escompté et renouvelé à la Banque d'Hochelaga et devenant dû le 11 août/00..... 713.00
$ 692.85
Par taxes municipales 29.04
$ 613.80

Reçu jaiement
F. J. Beauchamp
avocat

98-3-10

10

L'an mil huit cent quatre vingt dix-sept, le jour du mois d'Août,

Devant Marie Gustave Ecrement, Notaire, résidant et pratiquant en la Ville de Maisonneuve, District de Montréal, Province de Québec, Canada, soussigné,

Ont comparu: "LA VILLE DE MAISONNEUVE", corps politique et incorporé ayant sa principale place d'affaires en la Ville de Maisonneuve, dans le Comté d'Hochelaga, représentée et agissant aux présentes par Son Honneur le Maire Hubert Desjardins, Gérant de manufacture, résidant en la Cité de Montréal, dûment autorisé à l'effet des présentes par et en vertu d'une résolution du Conseil de la dite Ville de Maisonneuve passée à sa séance du jour d'Août courant (1897) et dont copie dûment certifiée est annéxée aux présentes après avoir été signée ne varietur par les parties et le Notaire soussignés

Et la Compagnie dite: "THE MONTREAL STREET RAILWAY COMPANY", corps politique et incorporé, ayant sa principale place d'affaires en la Cité de Montréal, dit District, représentée et agissant aux présentes par l'Honorable Louis Joseph Forget, son Président, dûment autorisé à l'effet des présentes par et en vertu d'une résolution du Bureau de direction de la dite Compagnie en date du jour du mois d'Août courant (1897) et dont copie dûment certifiée est demeurée annéxée aux présentes après avoir été signée ne varietur par les parties et le Notaire soussignés.-

Lesquelles parties ont au préalable déclaré au dit Notaire ce qui suit, savoir:

Que le vingt septième jour du mois de Mai mil huit cent quatre vingt treize, devant le Notaire soussigné, les dites parties ont fait entre elles un contrat pour la construction et la mise en opération par la dite Compagnie d'un chemin de fer électrique dans la dite Ville;

Que des difficultés se sont soulevées entre les dites parties au sujet de la construction de ce chemin dans certaines

rues

rues de la dite Ville et que des poursuites en cour de justice ont été prises par la dite Ville contre la dite Compagnie pour contraindre cette dernière à payer les pénalités mentionnées au susdit contrat;

Que les dites parties ont décidé de venir à un compromis et de régler toutes les poursuites pendantes et tous les jugements rendus contre la dite Compagnie et de plus de modifier le susdit contrat tel que ci-après mentionné, savoir:

Il est, par les présentes, entendu, convenu et compris:

1o.-Que toutes les poursuites prises par la Ville et tous les jugements rendus en sa faveur contre la dite Compagnie ont été réglés avec les frais par la dite Compagnie à l'entière satisfaction de la dite Ville et avant l'éxécution des présentes;

2o.-Que le susdit contrat entre les dites parties est, par les présentes, modifié en autant qu'il est nécessaire pour donner effet au présent arrangement seulement et que toutes et chacune des clauses du susdit contrat non incompatibles avec les présentes seront considérées comme en faisant partie;

3o.-Que la dite Compagnie s'engage à étendre et à continuer dans la dite Ville de Maisonneuve son service de chars électriques tel qu'il existe en la dite Cité de Montréal, par les rues Ste.Catherine et Ontario jusqu'à l'avenue Letourneux, et de là à la rue Notre-Dame, sans correspondance, et à cette fin tous pouvoirs sont donnés à la dite Compagnie de construire et ériger dans ces rues toutes voies ferrées, poteaux, fils conducteurs d'électricité ou autres, courbes, détours et tous ouvrages nécessaires pour la mise en opération effective et le bon fonctionnement du dit chemin de fer.-

4o.-Que la dite Ville de Maisonneuve s'engage à ne pas exiger de la dite Compagnie qu'elle étende ses voies ou et mette en opération son service de chars ailleurs que sur les dites parties des dites rues Ste.Catherine et Ontario et la rue Letourneux ~~aux limites est de Maisonneuve~~ et les voies existantes sur la rue Notre Dame -- d'ici à cinq ans; la dite Compagnie ayant toutefois le droit d'étendre son dit service et de le mettre en opération avant, si

elle

"elle le juge à propos, mais sur les rues ~~Ontario seulement~~ ouvertes pour le jour ~~jusqu'à ce qu'il en soit de la rue de la Montagne~~;

5o.-La dite Compagnie s'engage à donner le service suivant, savoir:

Rue Ontario jusqu'à la rue Notre-Dame, le même service que celui fourni dans la Cité de Montréal de six heures à huit heures du matin et de cinq heures à sept heures du soir; et un service de tous les deux chars en dehors de ces heures:

Rue Ste. Catherine jusqu'à la rue Notre-Dame, un service de tous les deux chars venant de Montréal;

6o.-Que la dite Compagnie s'engage à fournir sur la dite rue Ste. Catherine jusqu'à la rue Notre-Dame, un service régulier d'au moins toutes les dix minutes; et sur la rue Ontario jusqu'à la rue Notre-Dame, un service régulier d'au moins toutes les dix minutes durant les heures mentionnées dans la clause cinquième ci-dessus et d'au moins toutes les vingt minutes en dehors de ces heures;

7o.-Tous les chars sur les rues Ontario, Ste. Catherine et Letourneux devront porter à un endroit extérieur et bien visible l'indication: "Trough Maisonneuve", ou autre de ce genre;

8o.-Que la dite Compagnie devra commencer les travaux nécessaires à l'extension susdite de son dit chemin de fer immédiatement et les terminer et fournir le dit service le ou avant le quinze Septembre prochain (1897).-

9o.-Que la dite Compagnie s'engage de payer le coût des présentes avec une copie authentique d'icelles pour la dite Ville.-

DONT ACTE: FAIT ET PASSE en la dite Cité de Montréal, les jour, mois et an susdits sous le numéro cinq cent vingt des minutes du Notaire soussigné et après lecture faite aux parties elles ont signé avec le dit Notaire.-

Biffé

8o Cas fortuit ou force majeure

L'an mil huit cent quatre vingt dix-sept,le jour du mois de Septembre,

Devant Marie Gustave Ecrement,Notaire,résidant et pratiquant en la Ville de Maisonneuve,District de Montréal,Province de Québec,Canada,soussigné,

Ont comparu:"LA VILLE DE MAISONNEUVE",corps politique et incorporé ayant sa place d'affaires en la dite Ville de Maisonneuve,dans le Comté d'Hochelaga,représentée et agissant aux présentes par Son Honneur le Maire Hubert Desjardins,Gérant de manufacture,résidant en la Cité de Montréal,dûment autorisé à l'effet des présentes par et en vertu d'une résolution du Conseil de la dite Ville de Maisonneuve passée à son assemblée du dixième jour du mois de Septembre courant (1897),et dont copie dûment certifiée est demeurée annéxée aux présentes après avoir été signée ne varietur par les parties et le Notaire soussigné;

Et la Compagnie dite:"The Montreal Street Railway Company",corps politique et incorporé ayant sa principale place d'affaires en la dite Cité de Montréal,dit District,représentée et agissant aux présentes par l'Honorable Louis Joseph Forget,son Président,dûment autorisé à l'effet des présentes par et en vertu d'une résolution du Bureau de direction de la dite Compagnie en date du

et dont copie dûment certifiée est demeurée annéxée aux présentes après avoir été signée ne varietur par les parties et le Notaire soussignés.-

Lesquelles parties ont fait ensemble le contrat suivant,ayant au préalable déclaré ce qui suit,savoir:

Que le vingt-septième jour du mois de Mai mil huit cent quatre vingt treize,devant le Notaire soussigné,les dites parties ont fait entr'elles un contrat pour la construction et la mise en opération par la dite Compagnie d'un

d'un chemin de fer électrique dans la dite Ville;

Que des difficultés se sont soulevées entre les dites parties au sujet de la construction de ce chemin dans certaines rues de la dite Ville et que des poursuites en cour de justice ont été prises par la dite Ville contre la dite Compagnie pour contraindre cette dernière à payer les pénalités mentionnées au susdit contrat;

Que les dites parties ont décidé de venir à un compromis et de régler toutes les poursuites pendantes et tous les jugements rendus contre la dite Compagnie et de plus de modifier le susdit contrat tel que ci-après mentionné, savoir:

En conséquence il est,par les présentes,entendu,convenu et compris entre les dites parties ce qui suit:

1o.- Que toutes les poursuites prises par la Ville et tous les jugements rendus en sa faveur contre la dite Compagnie ont été réglés avec les frais par la dite Compagnie à l'entière satisfaction de la dite Ville et avant l'éxécution des présentes;

2o.- Que le susdit contrat entre les dites parties est,par les présentes,modifié en autant qu'il est nécessaire pour donner effet au présent arrangement seulement, et que toutes et chacune des clauses du susdit contrat non incompatibles avec les présentes seront considérées comme en faisant partie;

3o.- Que la dite Compagnie s'engage à étendre et à continuer dans la dite Ville de Maisonneuve son service de chars électriques tel qu'il existe en la dite Cité de Montréal,mais sujet à la clause cinquième de ce contrat, par les rues Ste.Catherine et Ontario jusqu'à l'avenue Letourneux,et de là à la rue Notre-Dame,sans correspondance,et à cette fin tous pouvoirs sont donnés à la dite Compagnie de construire et ériger dans ces rues toutes voies ferrées,poteaux,fils conducteurs d'électricité ou autres,courbes,détours et tous ouvrages nécessaires pour

la

la mise en opération effective et le bon fonctionnement du dit chemin de fer;

4o.- Que la dite Ville de Maisonneuve s'engage à ne pas exiger de la dite Compagnie qu'elle étende ses voies ferrées ou mette en opération son service de chars ailleurs que sur les dites parties des dites rues Ste.Catherine et Ontario et les voies qui existent actuellement sur la rue Notre-Dame,d'ici à cinq ans,à moins que cela ne soit rendu nécessaire par l'accroissement de la dite Ville et le nombre de constructions qui y seraient érigées et qu'il y ait assez d'affaires pour justifier la dite Compagnie d'étendre ses dites voies;la dite Compagnie ayant,toutefois,le droit d'étendre son dit service et de le mettre en opération avant si elle juge à propos,mais seulement dans les rues ouvertes pour les fins publiques;

5o.- Que la dite Compagnie s'engage à fournir sur la dite rue Ste.Catherine jusqu'à la rue Notre-Dame,un service régulier d'au moins toutes les dix minutes;et sur la rue Ontario jusqu'à la rue Notre-Dame,un service régulier d'au moins toutes les dix minutes de six heures à huit heures du matin et de cinq heures à sept heures du soir,et d'au moins toutes les vingt minutes en dehors de ces heures,jusqu'à minuit;

6o.- Tous les chars venant de Montréal et circulant dans la dite Ville sur les rues Ontario,Ste.Catherine et Letourneux devront porter à un endroit extérieur et bien visible l'indication:"Through Maisonneuve" ou autre de ce genre;

7o.- Que la dite Compagnie devra commencer les travaux nécessaires à l'extension susdite de son dit chemin de fer immédiatement et les terminer et fournir le dit service dans six semaines de la date de ce contrat;

8o.- Que,quant au dit service sur les rues Ste.Catherine,Ontario et Letourneux,la dite Compagnie ne sera pas censée avoir fait défaut de le fournir,si elle en

Sat

est empêché par force majeure ou autre cause hors du contrôle de la dite Compagnie;

9o.- Que la dite Compagnie s'engage à payer le coût des présentes avec une copie authentique d'icelles pour la dite Ville.-

Fait et Passé en la dite Cité de Montréal,les jour, mois et an en premier lieu écrits sous le numéro cinq cent vingt des minutes du Notaire soussigné et après lecture faite,les parties ont signé avec Notaire.-

Dubosson 4/98

MEMORANDUM OF AGREEMENT between the Town of Maisonneuve, hereinafter called "The party of the first part", the Montreal Street Railway Co., hereinafter called "The partyof the second part", and the Montreal Island Belt Line Co., hereinafter called "The party of the third part", which said parties have declared as follows:

THAT by contracts made and passed on the 27th day of May, 1893, and the 24th day of September, 1897, respectively, before M. G. Ecrement, notary, the company of the second part agreed to construct an electric trolley railway along parts of Ste. Catherine Street, Ontario Street, and Letourneux Avenue in the Town of Maisonneuve withen the period mentioned in the latter contrat and that during the construction of the said railway the rails of another electric railway constructed and being operated by the company of the third part were reached at LaSalle Avenue. That doubts have been raised as to who should defray the costs necessitated by the crossing of the said railway on LaSalle Avenue, the company of the second part contending that the Town of Maisonneuve should furnish it, free and uninterrupted passage along said streets and that the said Town had not the right to grant a right of way to the company of the third part to the prejudice of the said company of the second part.

The Company of the third part contends that its occupation of LaSalle Avenue for the purposes of its railway is legal, and as its railway along said avenue has been under operation during the past eighteen months, the said company of the third part maintains its seniority as regards the crossing of its railway by the tracks of any other railway company.

The party of the first part maintains that the company of the first part should cross the railway of the company of the third part at its own costs, risk and peril.

The respective parties do not admit the above claims and pretentions of the others parties.

The above facts having been made known, the parties have agreed as follows:

for the purpose of facilitating the trafic on their respective railway and on said respective streets.

1— The present agreement is entered into without prejudice to the rights of any of the parties in the event of the present deed not being carried into effect or caused to be in effect; But this deed shall be binding on the parties subject to the provisions of clause 2 of the present deed as long as the railway of the company of the third part is used as an electric trolley passenger railway only.

2— The present deed shall have no effect if the railway committee of the Privy Council for Canada refuses to sanction the installation of an ordinary diamond crossing without special protection of any kind at Ontario and Ste. Catherine Streets respectively.

The three parties shall apply jointly to the said railway committee for an order permitting an ordinary diamond crossing without special protections of any kind at the intersections of LaSalle avenue with Ste. Catherine and Ontario Streets respectively.

4— The said diamond crossing and material therefor shall be furnished and installed by the company of the second part and the cost (not exceeding five hundred dollars) thereof shall be paid by the parties of the first part and the company of the third part.

5— The responsibility as regards accidents in the future shall be determined by law and based upon the existing contracts between the parties.

DRAFT.

The Canadian Pacific Railway Company having applied to the Railway Committee of the Privy Council of Canada, for approval of the following proposed crossings, at rail level, by its railway of the Montreal Street Railway in the Town of Maisonneuve,(File Nos. 7445 and 7594) viz:-

196/99

1:- Crossing on Notre Dame Street at its junction with Jeanne d'Arc avenue.

2:- Crossing at Ste Catherine Street.

3:- Crossing at Ontario Street.

The Committee, on the 10th day of June , A. D. 1898, having heard council for the Canadian Pacific Railway Company and the Montreal Street Railway Company, respectively, and having duly considered the evidence submitted on their behalf, hereby approves of the Canadian Pacific Railway Company crossing with its railway, at rail level, the tracks of the Montreal Street Railway Company at Notre Dame Street at its junction with Jeanne d'Arc Avenue, at Ste. Catherine Street and at Ontario Street, all in the Town of Maisonneuve as aforesaid, so long as the freight cars of the Canadian Pacific Railway Company are moved over the said crossings by electric power only, this approval being subject to the fulfilment of the provisions of the Agreement between the Canadian Pacific Railway Company, the Montreal Street Railway Company, the Town of Maisonneuve and the Montreal Island and Belt Line Railway Company of no date, under File No. 7598, in so far as they affect the arrangements to be made for the safety of the public and the working of traffic and are not inconsistent with the Railway Act or this Order, or any Order which may hereafter be made in respect of the said crossings by the Railway Committee of the Privy Council.

Ottawa, July 1898 Chairman.

DRAFT.

The Corporation of the Town of Maisonneuve having applied to the Railway Committee of the Privy Council of Canada for approval of the Montreal Street Railway Company crossing, at rail level, the tracks of the Montreal Island and Belt Line Railway Company on Lasalle Avenue at the intersections of Ste. Catherine and Ontario Streets in the Town of Maisonneuve, as shown on the plan submitted, File No. 7533.

The Committee, on the 10th. day of June , A. D. 1898 having heard counsel for the Montreal Street Railway Company, respectively, and having duly considered the evidence submitted on their behalf, hereby approves of the Montreal Street Railway Company crossing with its Railway, at rail level, the track of the Montreal Island and Belt Line Railway Company on Lasalle Avenue at the intersections of Ste. Catherine and Ontario Streets in the Town of Maisonneuve, as shown on the said plan this approval being subject to the fulfilment of the provisions of the agreement between the Canadian Pacific Railway Company, the Montreal Street Railway Company, the Town of Maisonneuve and the Montreal Island and Belt Line Railway Company, of no date, under File No. 7598, in so far as they affect the arrangements to be made for the safety of the public and the working traffic and are not inconsistant with the Railway Act of this Order, or any Order which may hereafter be made in respect of the said crossing by the Railway Committee of the Privy Council.

the Montreal Island & Belt Line Railway Co.

Chairman.

Ottawa, July 1898.

DRAFT.

The Canadian Pacific Railway Company having applied to the Railway Committee of the Privy Council of Canada, for approval of the following proposed crossings, at rail level, by its railway of the Montreal Street Railway in the Town of Maisonneuve,(File Nos. 7445 and 7594) viz:-

1:- Crossing on Notre Dame Street at its junction with Jeanne d'Arc avenue.

2:- Crossing at Ste Catherine Street.

3:- Crossing at Ontario Street.

The Committee, on the 10th day of June , A. D. 1898, having heard council for the Canadian Pacific Railway Company and the Montreal Street Railway Company, respectively, and having duly considered the evidence submitted on their behalf, hereby approves of the Canadian Pacific Railway Company crossing with its railway, at rail level, the tracks of the Montreal Street Railway Company at Notre Dame Street at its junction with Jeanne d'Arc Avenue, at Ste. Catherine Street and at Ontario Street, all in the Town of Maisonneuve as aforesaid, so long as the freight cars of the Canadian Pacific Railway Company are moved over the said crossings by electric power only, this approval being subject to the fulfilment of the provisions of the Agreement between the Canadian Pacific Railway Company, the Montreal Street Railway Company, the Town of Maisonneuve and the Montreal Island and Belt Line Railway Company of no date, under File No. 7598, in so far as they affect the arrangements to be made for the safety of the public and the working of traffic and are not inconsistent with the Railway Act or this Order, or any Order which may hereafter be made in respect of the said crossings by the Railway Committee of the Privy Council.

Ottawa, July 1898 Chairman.

approuvé

DRAFT.

The Corporation of the Town of Maisonneuve having applied to the Railway Committee of the Privy Council of Canada for approval of the Montreal Street Railway Company crossing, at rail level, the tracks of the Montreal Island and Belt Line Railway Company on Lasalle Avenue at the intersections of Ste. Catherine and Ontario Streets in the Town of Maisonneuve, as shown on the plan submitted, File No. 7533.

The Montreal Island & Belt Line Railway Co.

The Committee, on the 10th. day of June , A. D. 1898 having heard counsel for the Montreal Street Railway Company, respectively, and having duly considered the evidence submitted on their behalf, hereby approves of the Montreal Street Railway Company crossing with its Railway, at rail level, the track of the Montreal Island and Belt Line Railway Company on Lasalle Avenue at the intersections of Ste. Catherine and Ontario Streets in the Town of Maisonneuve, as shown on the said plan this approval being subject to the fulfilment of the provisions of the agreement between the Canadian Pacific Railway Company, the Montreal Street Railway Company, the Town of Maisonneuve and the Montreal Island and Belt Line Railway Company, of no date, under File No. 7598, in so far as they affect the arrangements to be made for the safety of the public and the working traffic and are not inconsistant with the Railway Act of this Order, or any Order which may hereafter be made in respect of the said crossing by the Railway Committee of the Privy Council.

Chairman.

Ottawa, July 1898.

Jones.
Veuillez me donner ton opinion immediatement afin que je puisse expedier ce projet a Ottawa

No 388
C. S. Montreal
The Canadian Pacific Ry Co
Jones
La Ville de Maisonneuve
Exhibit to be filed
DD
Rect. avril 1899

Filed Apr 18 1899

This MEMORANDUM of proposed arrangement between The Montreal Street Railway Company, the Canadian Pacific Railway Company, the Town of Maisonneuve and the Montreal Island Belt Line Railway Company,

WITNESSETH:

For the purpose of effecting a beneficial arrangement between the parties with regard to the intersection of the different lines of railway hereinafter referred to, the parties have come to the following understanding:-

1 In respect of the intersection of the railways of the Montreal Street Railway Company and the Canadian Pacific Railway Company at the crossings of Jeanne d'Arc Avenue with Ontario and St. Catherine Streets in the Town of Maisonneuve, the Montreal Street Railway Company, and the Canadian Pacific Railway Company shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Canadian Pacific Railway Company may pay the sum of one hundred and twenty five dollars to the Montreal Street Railway Company in respect of each intersection as its share of the cost of making, installing and maintenance thereof. The Montreal Street Railway Company in such case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

2 In respect of the intersection of the railways of the two last mentioned companies at the crossings of Jeanne d'Arc Avenue and Notre Dame Street in the Town of Maisonneuve, the Canadian Pacific Railway Company shall pay to the Montreal Street Railway Company the cost of making, installing and keeping in repair the apparatus hereinafter referred to at said last mentioned crossing, and the Montreal Street Railway Company agrees to do the work, or cause the same to be done.

3 (a) The above crossings are to be used by the Canadian Pacific Railway Company for the purpose of

shunting freight cars only with such motive power as they may arrange for. (b) All cars are to be stopped before crossing the tracks of the Montreal Street Railway Company and the Canadian Pacific Railway Company shall be responsible for the flagging of said cars over said tracks. No shunt shall occupy more than two minutes.

4 In respect of the intersection of the railways of the Montreal Street Railway Company and the Montreal Island Belt Line Railway Company at the crossing of Lasalle Avenue with St. Catherine and Ontario streets, the Montreal Street Railway Company, the Montreal Island Belt Line Railway Company and the said Town shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Montreal Island Belt Line Railway Company may pay one hundred and twenty five dollars, and the said Town may pay two hundred and fifty dollars to the Montreal Street Railway Company in respect of each intersection as their share of the cost of making, installing and maintenance thereof. The Montreal Street Railway Company in such case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

5 The ordinary rules and directions given to motormen and conductors of electric passenger railways shall be observed at the intersections mentioned in paragraph four so long as the cars are operated by electric trolley only and for passenger cars only; but in event of their being used for freight or operated otherwise than by electric trolley then all cars shall be stopped before crossing the respective diamonds and be flagged across the same by the employees of the crossing Company. No shunt shall occupy more than two minutes.

6 The apparatus above referred to shall consist of a simple diamond crossing without derails, gates, special signals or any other device.

7 This arrangement is made without prejudice to the rights or pretensions of any of the parties, and in the event of this arrangement being terminated or altered is not to be hereafter interpreted as in any way defining the same.

8 This arrangement is to be void should the Railway Committee of the Privy Council fail to make an Order for the said intersections in the terms thereof, or should the said Committee, at any time hereafter, make any Order varying from the terms of this arrangement, in either of which events the respective parties are to retain their respective rights as the same may now be and as if this understanding and any Order made hereon had never been made.

For the Canadian Pacific Ry Co
H M Pait manager

For the Montreal Street Ry Co.
H Wauklyn
Manager

J D Montreal Président du Conseil du Chemin

R Gilles
A Robitaille
N Monde

The Montreal Island Belt Line Ry Co
per J T Mullarney
Managing Director.

No 388
The Canadian Pacific
Ry Co
La Ville de Maisonneuve
Exhibit D de jus
Crat. avril 1899

PHOTO APR 13 1899

196/99

This MEMORANDUM OF AGREEMENT between the Montreal Street Railway Company, the Canadian Pacific Railway Company, the Town of Maisonneuve and the Montreal Island Belt Line Railway Company,

WITNESSETH:

For the purpose of effecting an amicable arrangement between the parties with regard to the intersection of the different lines of railway hereinafter referred to, the parties have agreed as follows:

I,- In respect of the intersection of the railways of the Montreal Street Railway Company and the Canadian Pacific Railway Company at the crossings of Jeanne d'Arc Avenue with Ontario and Ste. Catherine Streets in the Town of Maisonneuve, the Montreal Street Railway Company, the said Town of Maisonneuve and the Canadian Pacific Railway Company shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Canadian Pacific Railway Company and the Town may pay the sum of one hundred and twenty five dollars each to the Montreal Street Railway Company in respect of each intersection as their share of the cost thereof. The Montreal Street Railway Company in such case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

2,- In respect of the intersection of the Railways of the last two mentioned Companies at the crossing of Jeanne d'Arc Avenue and Notre-Dame Street in the Town of Maisonneuve, the Canadian Pacific Railway Company shall pay to the Montreal Street Railway Company the cost of making, installing and keeping in repair the apparatus hereinafter referred to at said last m ntioned crossing and the Montreal Street Railway Company agrees to do the work, or cause the same to be done.

3,- The above crossings are to be used by the Canadian Pacific Railway Company only, and for the purpose

purpose of shunting freight cars only. (b) All cars are to be stopped before crossing the tracks of the Montreal Street Railway Company and are to be flagged across the same by the Canadian Pacific Railway Company's employees. No shunt shall occupy more than two minutes.

4,- In respect of the intersection of the railways of the Montreal Street Railway Company and the Montreal Island Belt Line Railway Company at the corssing of Lasalle Avenue with Ste. Cahterine and Ontario streets, the Montreal street railway Company, the Montreal Island and Belt Line Railway Company and the said Town of Maisonneuve shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Montreal Island Belt Line Railway Company and the said Town may pay one hundred and twenty five dollars each to the Montreal Street Railway Company in respect of each intersection as their share of the cost thereof. The Montreal Street Railway Company in such case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

5,- The ordinary rules and directions given to motorman and conductors of elctric passenger railways shall be observed at the intersections mentioned in paragraph four so long as the cars are operated by electric trolley only and for passenger cars only; but in event of their being used for freight or operated otherwise than by electric trolley, then all cars shall be stopped before crossing the tracks of the Montreal Street Railway and be flagged across the same by the Montreal Island Belt Line Railway Company's employees. No Shunt shall occupy more than two minutes.

6,- The apparatus above referred to shall consist of a simple diamond crossing without derails, gates, special signals or any other device.

7.- This agreement is made without prejudice to the rights or pretensions of any of the parties, and is not to be hereinafter interpreted as in any way defining the same.-

8- This arrangement is to be void should the Railway Committee of the Privy Council fail to make an order for the said intersections in the terms hereof, or should the said Committee, at any time hereafter, make any order varying from the terms of this agreement in either of which events the respective rights as the same may now be and as if this agreement and any order made hereon had never been made.

IN WITNESS Whereof the parties have executed these presents at the dates and places written after their respective names.

This MEMORANDUM OF AGREEMENT between the Montreal Street Railway Company, the Canadian Pacific Railway Company, the Town of Maisonneuve and the Montreal Island Belt Line Railway Company,

WITNESSETH:

For the purpose of effecting a ~~amicable~~ beneficial arrangement between the parties with regard to the intersection of the different lines of railway hereinafter referred to, the parties have ~~agreed as follows~~ come to the following understanding:

I,- In respect of the intersection of the railways of the Montreal Street Railway Company and the Canadian Pacific Railway Company at the crossings of Jeanne d'Arc Avenue with Ontario and Ste. Catherine Streets in the Town of Maisonneuve, the Montreal Street Railway Company, ~~the said Town of Maisonneuve~~ and the Canadian Pacific Railway Company shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Canadian Pacific Railway Company ~~and the Town~~ may pa the sum of one hundred and twenty five dollars ~~each~~ to the Montreal Street Railway Company in respect of each intersection as (1) ~~their~~ its share of the cost (2) ~~[illegible]~~ of making installing & maintenance thereof. The Montreal Street Railway Company in such case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

2,- In respect of the intersection of the Railways of the last two mentioned Companies at the crossing of Jeanne d'Arc Avenue and Notre-Dame Street in the Town of Maisonneuve, the Canadian Pacific Railway Company shall pay to the Montreal Street Railway Company the cost of making, installing and keeping in repair the apparatus hereinafter referred to at said last m ntioned crossing and the Montreal Street Railway Company agrees to do the work, or cause the same to be done.

3,- (3) The above crossings are to be used by the Canadian Pacific Railway Company ~~only~~, ~~and~~ for the purpose

(3) a.

purpose of shunting freight cars only. (b) All cars ~~are~~ to be stopped before crossing the tracks of the Montreal Street Railway Company and (2) are ~~to be flagged across the same by the Canadian Pacific~~ Railway Company's ~~employees~~. No shunt shall occupy more than two minutes.

(1) with such motive power as they may arrange for

(2) The Canadian Pacific R'y Co'y shall be responsible for the flagging of said cars over said track.

4,- In respect of the intersection of the railways of the Montreal Street Railway Company and the Montreal Island Belt Line Railway Company at the crossing of Lasalle Avenue with Ste. Catherine and Ontario streets, the Montreal street railway Company, the Montreal Island and Belt Line Railway Company and the said Town ~~of Maisonneuve~~ shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Montreal Island Belt Line Railway Company ~~and the said Town~~ may pay one hundred and twenty five dollars (3) ~~each to the Montreal Street Railway Company in respect of each intersection as their share of the cost thereof~~. The Montreal Street Railway Company in such case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

(3) & the said Town may pay two hundred & fifty dollars to the Montreal Street R'y Co'y in respect of each intersection as their share of the cost of making installing & maintenance thereof

5,- The ordinary rules and directions given to motorman and conductors of electric passenger railways shall be observed at the intersections mentioned in paragraph four so long as the cars are operated by electric trolley only and for passenger cars only; but in event of their being used for freight or operated otherwise than by electric trolley, then all cars shall be stopped before crossing (4) ~~the tracks of the Montreal Street Railway and be flagged across the same by the Montreal Island Belt Line Railway Company's employees~~. No Shunt shall occupy more than two minutes.

(4) the respective diamonds & be flagged across the same by the employees of the crossing company

6,- The apparatus above referred to shall consist of a simple diamond crossing without derails, gates, special signals or any other device.

7,- This ~~agreement~~ is made without prejudice to the rights or pretensions of any of the parties, and is not (2) ~~to be hereinafter interpreted as in any way defining~~ the same.-

(1) arrangement

(2) in the event of this arrangement being terminated or altered to be hereafter interpretated as in any way defining the same

8- This arrangement is to be void should the railway Committee of the Privy Council fail to make an order for the said intersections in the terms thereof, or should the said Committee, at any time hereafter, make any order varying from the terms of this agreement in either of which events the respective (3) rights as the same may now be and as if this (4) ~~agreement~~ and any order made hereon had never been made.

(3) parties are to retain their respective

~~IN WITNESS Whereof the parties have executed these presents at the dates and places written after their respective names.~~

(4) Understanding

For the Canadian Pacific R'y Co'y
H. M. Tait, manager

For the Montreal Street R'y Co'y
Wanklyne
manager

J. D. Martineau Pres. du Comité des Chemins
R. Gilbert
H. Christin
N. Houle

The Montreal Island & Belt Line R'y Co'y

J. P. Mullarkey
Managing directors

This MEMORANDUM OF AGREEMENT between the Montreal Street Railway Company, the Canadian Pacific Railway Company, the Town of Maisonneuve and the Montreal Island Belt Line Railway Company,

WITNESSETH:

196/99

For the purpose of effecting an amicable arrangement between the parties with regard to the intersection of the different lines of railway hereinafter referred to, the parties have agreed as follows:

1. In respect of the intersection of the railways of the Montreal Street Railway Company and the Canadian Pacific Railway Company at the crossings of Jeanne d'Arc Avenue with Ontario and St.Catherine Streets in the Town of Maisonneuve, the Montreal Street Railway Company, the said Town and the Canadian Pacific Railway Company shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Canadian Pacific Railway Company and the Town may pay the sum of one hundred and twenty-five dollars each to the Montreal Street Railway Company in respect of each intersection as their share of the cost thereof. The Montreal Street Railway Company in such case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

2. In respect of the intersection of the railways of the last two mentioned Companies at the crossing of Jeanne d'Arc Avenue and Notre Dame Street in the Town of Maisonneuve, the Canadian Pacific Railway Company shall pay to the Montreal Street Railway Company the cost of making, installing and keeping in repair the apparatus hereinafter referred to at said last mentioned crossing, and the Montreal Street Railway Company agrees to do the work, or cause the same to be done.

3. (a) The above crossings are to be used by the Canadian Pacific Railway Company only, and for the purpose

of shunting freight cars only. (b) All cars are to be stopped before crossing the tracks of the Montreal Street Railway Company and are to be flagged across the same by the Canadian Pacific Railway Company's employees. No shunt shall occupy more than two minutes.

4. In respect of the intersection of the railways of the Montreal Street Railway Company and the Montreal Island Belt Line Railway Company at the crossing of Lasalle Avenue with St.Catherine and Ontario Streets, the Montreal Street Railway Company, the Montreal Island Belt Line Railway Company and the said Town shall jointly make, install and keep in repair the apparatus hereinafter referred to; or the Montreal Island Belt Line Railway Company and the said Town may pay one hundred and twenty-five dollars each to the Montreal Street Railway Company in respect of each intersection as their share of the cost thereof. The Montreal Street Railway Company in each case shall pay the balance of the cost thereof, if any, and shall do the work, or cause the same to be done, as its share.

5. The ordinary rules and directions given to motormen and conductors of electric passenger railways shall be observed at the intersections mentioned in paragraph four so long as the cars are operated by electric trolley only and for passenger cars only; but in event of their being used for freight or operated otherwise than by electric trolley, then all cars shall be stopped before crossing the tracks of the Montreal Street Railway and be flagged across the same by the Montreal Island Belt Line Railway Company's employees. No shunt shall occupy more than two minutes.

6. The apparatus above referred to shall consist of a simple diamond crossing without derails, gates, special signals or any other device.

7. This agreement is made without prejudice to the rights or pretensions of ~~the~~ any of the parties, and is not to be hereafter interpreted as in any way defining the same.

8. This arrangement is to be void should the Railway Committee of the Privy Council fail to make an order for the said intersections in the terms hereof, or should the said Committee, at any time hereafter, make any order varying from the terms of this agreement, in either of which events the respective parties are to retain their respective rights as the same may now be and as if this agreement and any order made hereon had never been made.

IN WITNESS Whereof the parties have executed these presents at the dates and places written after their respective names.

MEMORANDUM OF AGREEMENT between the town of Maisonneuve, hereinafter called "The party of the first part", the Montreal Street Railway Co., hereinafter called "The party of the second part", and the Montreal Island Belt Line Co., hereinafter called "The party of the third part", which said parties have declared as follows:

THAT by contracts made and passed on the 27th day of May, 1893, and the 24th day of September, 1897, respectively, before M. G. Serement, notary, the company of the second part agreed to construct an electric trolley raiè way along the east side of St. Catherine Street, Ontario Street, and Letourneux Avenue in the town of Maisonneuve within the period mentioned in the latter and that during the construction of the said railway the rails of another electric railway constructed and being operated by the company of the third part were reached at La.Salle Avenue. That doubts have been raised as to who should defray the costs necessitated by the crossing of the said railway on La Salle Avenue, the company of the second part ~~pretending~~ contending that the town of Maisonneuve should furnish it with a free and uninterrupted passage along said streets and that the said town had not the right to grant a right of way to the company of the third part to the prejudice of the said company of the second part.

The company of the third part contends that its occupation of La.Salle Avenue for the purposes of its railway is ~~unquestionably~~ legal, and as its railway along said avenue has been under operation during the past eighteen

months, the said company of the third part maintains its seniority as regards the crossing of its railway by the tracks of any other railway company.

The party of the first part maintains that the company of the first part should cross the railway of the company of the third part at its own risk and peril.

+ costs

The above facts having been made known, the parties have agreed as follows:

I---The present agreement is entered into without prejudice to the rights of any of the parties in the event of the present deed not being carried into effect. But this deed shall be binding on the parties subject to the provisions of clause 2 of the present deed as long as the railway of the company of the third part is used as an electric trolley passenger railway only.

2---The present deed shall have no effect if the railway committee of the Privy Council for Canada refuses to sanction the installation of an ordinary diamond crossing without special protection of any kind at Ontario and St. Catherine Streets respectively.

3---The ~~company of the second part shall apply to the said railway committee for an ordinary diamond crossing at the intersections of La Salle, St. Catherine and Ontario Streets respectively, and the company of the third part and the parties of the first part hereby agree to co-operate and assist in obtaining such order.~~

Three Parties shall apply jointly to the said railway committee for an ordinary diamond crossing at the intersections of La Salle Avenue, St. Catherine and Ontario Streets respectively.

3 without special protection of any kind

2 for the purpose of facilitating the traffic on their respective railways and on said respective streets.

4---The said diamond crossing and material therefor shall be furnished and installed by the company of the second part, and the cost not exceeding five hundred dollars ~~amount~~ thereof shall be paid by the parties of the first part and the company of the ~~second~~ third part ~~providing the cost of same shall not exceed $400.00.~~

Discussion

5---The responsibility as regards accidents in the future shall be determined by law and based upon the existing contracts between the parties.

Projet de contrat supplémentaire entre la Ville de Maisonneuve et la Compagnie "Montreal Street Railway".

Adopté par les représentants des deux parties à une conference tenue jeudi le 9 Septembre 1897 dans les bureaux de la dite Compagnie.-

1o. Que toutes les poursuites prises par la Ville et tous les jugements rendus en sa faveur contre la dite Compagnie ont été réglés avec les frais par la dite Compagnie à l'entière satisfaction de la dite Ville et avant l'éxécution des présentes;

2o. Que le susdit contrat entre les dites parties est, par les présentes, modifié en autant qu'il est nécessaire pour donner effet au présent arrangement seulement, et que toutes et chacune des clauses du susdit contrat non incompatibles avec les présentes seront considérées comme en faisant partie;

3o. Que la dite Compagnie s'engage à étendre et à continuer dans la dite Ville de Maisonneuve son service de chars électriques tel qu'il existe en la date Cité de Montréal, mais sujet à la clause cinquième de ce contrat, par les rues Ste.Catherine et Ontario jusqu'à l'avenue Letourneux, et de là à la rue Notre Dame, sans correspondance, et à cette fin tous pouvoirs sont donnés à la dite Compagnie de construire et ériger dans ces rues toutes voies ferrées, poteaux, fils conducteurs d'électricité ou autres, courbes, détours et tous ouvrages nécessaires pour la mise en opération effective et le bon fonctionnement du dit chemin de fer.-

4o. Que la dite Ville de Maisonneuve s'engage à ne pas exiger de la dite Compagnie qu'elle étende ~~son service de~~ ses voies ferrées ou mette en opération son service de

(chars

chars ailleurs que sur les dites parties des dites rues Ste. Catherine, Ontario et Letourneux et les voies qui existent actuellement sur la rue Notre Dame, d'ici à cinq ans, à moins que cela ne soit rendu nécessaire par l'accroissement de la Ville et le nombre de bâtiments qui y seraient érigés et dont résulterait pour la Compagnie assez d'affaires pour le justifier; la dite Compagnie ayant, toutefois, le droit d'étendre son dit service et de le mettre en opération avant si elle le juge à propos, mais seulement dans les rues ouvertes pour les fins publiques.

5o. Que la dite Compagnie s'engage à fournir sur la dite rue Ste.Catherine jusqu'à la rue Notre Dame, un service régulier d'au moins toutes les dix minutes; et sur la rue Ontario jusqu'à la rue Notre Dame un service régulier d'au moins toutes les dix minutes de six heures à huit heures du matin, et de cinq heures à sept heures du soir, et d'au moins toutes les vingt minutes en dehors de ces heures, jusqu'à minuit.

6o. Tous les chars venant de Montréal et circulant dans la dite Ville sur les rues Ontario, Ste.Catherine et Letourneux devront porter à un endroit extérieur et bien visible l'indication "Through Maisonneuve" ou autre de ce genre;

7o. Que la dite Compagnie devra commencer les travaux nécessaires à l'extension susdite de son dit chemin de fer immédiatement et les terminer et fournir le dit service dans six semaines de la date de ce contrat.

8o. Il est convenu quant au dit service sur les rues Ste.Catherine, Ontario et Letourneux que la Compagnie ne sera pas censée d'avoir fait défaut d'éxecuter ce contrat si l'opération des chars tels que mentionnés sera interrompue

par force majeure ou autre cause hors du contrôle de la Compagnie.

9o. Que la dite Compagnie s'engage à payer le coût des présentes avec une copie authentique d'icelles pour la dite Ville.

98-3-9

WILL TAKE CHARGE
OF
Railroads, Tramways, Roads,
Water Works, Sewers,
ORGANIZATION OF STEAM,
Water and Electric Motive Power,
Electric Lighting and Electric Railways,
SURVEYS, etc.

PATENTS, TRADE MARKS
IN
CANADA AND FOREIGN COUNTRIES.

Arbitration, Expertises, Expropriations.

9

J. EMILE VANIER

Civil and Hydraulic Engineer, Architect
and Land Surveyor,

Graduate of Polytechnic School
Past Member of the Council of the Canadian Society of Civil Engineers
Member of the Council of the Society of Hygiene of the Province of Quebec
Member of the Society of Hygiene of Paris
Professor of Geodesy and Hydrography at the Polytechnical School of Montreal, etc.

Offices: Imperial Building, 107 St. James St.,

Montreal, 3rd January 1898

M.J.Ecrément Esq-
Sec. Treas.
Town of Maisonneuve P.Q.

Dear Sir-

In answer to yours of December 24th last I might say that:

1o That the actual conditions of the tracks [redacted] the [redacted] at the intersections of St. CATHERINE & ONTARIO on LASALLE Ave. are shown on the sketches here annexed.

2o The way of the Montreal St.R'y Co. intend to cross the track of the Belt Line at the two above streets is by means of level crossings with ordinary T Rail diamaonds.

3o That these diamonds will be made of 56 lbs to the yard rails and that without any guard.

The amount that will probably cost the St. Catherine Street crossing as above described would be $160.00 while the Ontario St.crossing would cost about $80.00-

I herewith send you the whole in duplicate.

Yours truly,
J. Emile Vanier
Engr. Town of Maisonneuve

Plan of proposed crossing of the Montreal Island Belt Line Ry. by the Montreal Street Ry. on Ontario & St Catherine Sts. in the Town of Maisonneuve.

Scale 500 ft = 1 inch.

December 6th 1897.

Montreal June 3rd 1898
J. Cauchè Vanier
Eng. Town of Maisonneuve

98-3-11

BUREAU DU SECRETAIRE

Téléphone Bell 4323
" March. 1523

Maisonneuve, le 18 Novembre 1898 189

A la Compagnie des Chars Urbains de Montreal.

Montreal.

Messieurs,-

La Ville de Maisonneuve, le 17 Novembre courant a reçu de votre Compagnie, par le ministère de John Fair notaire, un protêt par lequel vous notifiez la Ville de Maisonneuve d'avoir à enlever de la rue Jeanne d'Arc aux intersections des rues Ste. Catherine et Ontario de cette Ville les rails posées par une Compagnie inconnue, de - manière à permettre à votre Compagnie de poser ses lignes de chars électriques sur les dites rues Ste. Catherine et Ontario.

98/97

En obéissance à ce protêt, je dois vous dire que dès ce matin la Ville de Maisonneuve a fait enlever les dites rails des dites rues Ste. Catherine et Ontario et que maintenant la voie est libre et il n'y a plus aucune obstruction pour la pose de vos rails dans ces dites dernières rues.

En conséquence vous voudrez bien dès maintenant prendre les moyens nécessaires et envoyer un nombre d'-hommes suffisant pour continuer et terminer la pose de vos rails sur les dites rues Ontario et Ste. Catherine.

En ce faisant vous aurez rempli les conditions de votre contrat.

J'ai l'honneur d'être, Messieurs, Votre obéissant serviteur,

(Signé) M. G. Ecrement, Sec.-Tres.
de la Ville de Maisonneuve.

(Trait copie)

Jugement interlocutoire

No 888

Cour Supérieure
Montréal

The Canadian Pacific Railway Co.
Demanderesse

vs

La Ville de Maisonneuve,
Défenderesse

Exhibit D8 de la défenderesse à l'enquête.

Proc. avocat, 1899.

98-3-11 Documents de MAISONNEUVE.

No 6950

Le 17 nov. 1897

Notification & Protest
at request of
The Montreal Street Railway
Company
to & vs
The Town of Maisonneuve

1st copy

McLennan & Fair
notaires

Document remis à M. le Contrôleur J.Pelletier pour faire partie de la collection reliée des contrats de la Cité de Maisonneuve. Voir son accusé de réception annexé au no ~~[illegible]~~. -1200-

98-3-12

12

332/12

TELEPHONES: { OFFICES, MAIN 2736 / RESIDENCE, MOUNT 2073, ROCKLAND 157

CABLEGRAM: "SHARPAUDIT"
WESTERN UNION AND A.B.C. CODES

SHARP, MILNE & CO.,
CHARTERED ACCOUNTANTS

F. W. SHARP, C.A., F.C.A. (CAN.)
T. COUTTS MILNE, C.A. (CAN. & SCOT.)

AUDITORS, TRUSTEES, COMMISSIONERS,
JOINT STOCK COMPANY FORMATION,
INSOLVENCIES AND LIQUIDATIONS,
INVESTIGATIONS.

OFFICES:
612-614 POWER BUILDING

MONTREAL.

May 17th 1915.

Secretary Treasurer,
Corporation of Maisonneuve.

Dear Sir:-

98/15

Representing the Montreal Terminal Railway interests which Railway as you know was taken over by the Montreal Street Railway, I called upon your City Engineer inquiring what had become of the rails on Jean D'Arc Street forming a track from the Canadian Northern Railway to the St. Lawrence Sugar Refinery. Apparently these have been removed or covered with Macadam, certainly without our knowledge.

Will you kindly advise what quantity of these rails were removed, where they are at present and at the same time let me know under whose authority the track was so dealt with. The Terminal Railway had the absolute right to the siding being laid on that street and doubtless your Corporation would not cover up or remove the track without first having some reason for so doing.

An early reply will oblige. You will understand that this was a matter entirely apart from the property taken over by the Montreal Street Railway.

Yours truly,

F. W. Sharp

FWS/ML.

CITÉ DE MAISONNEUVE

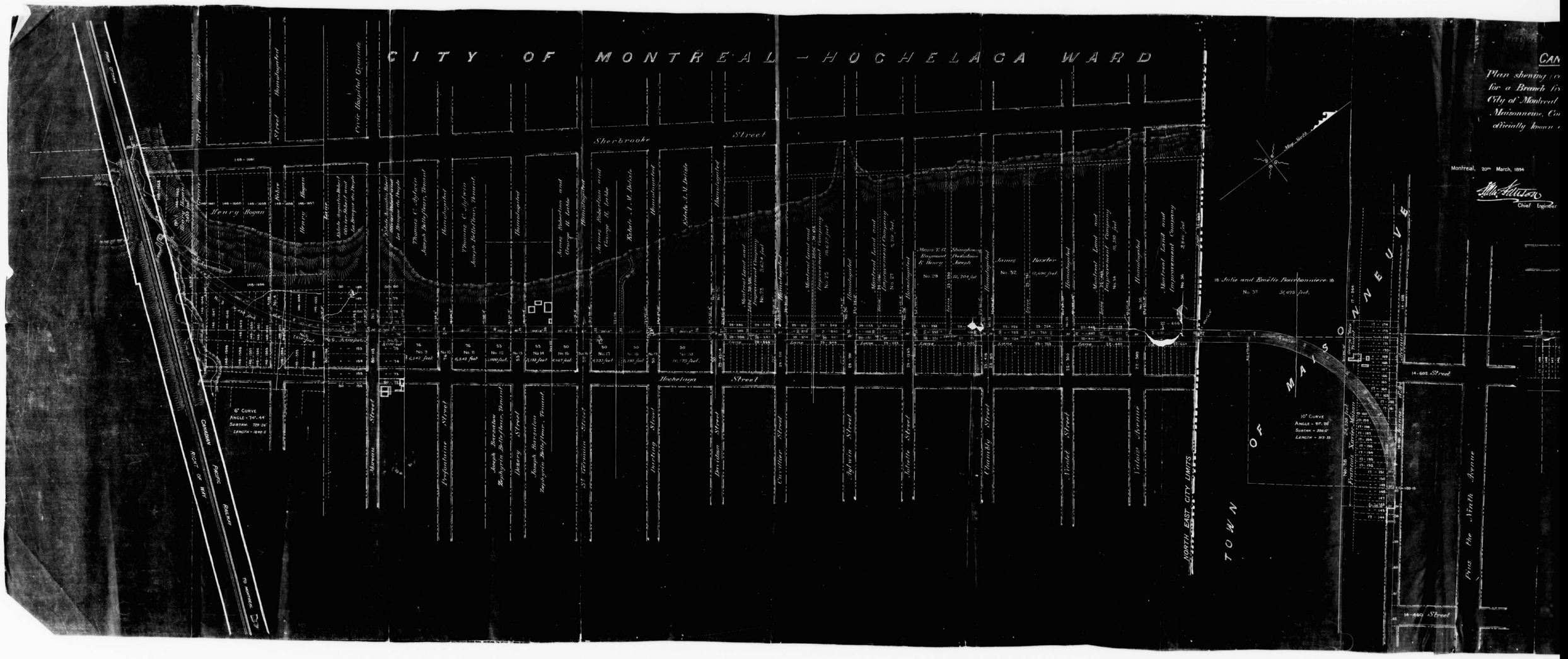
GREFFE

Dossiers administratifs thématiques

Montreal Tramway Company

25 août 1887 - 17 mai 1915

P25/B1,236



CANADIAN PACIFIC RAILWAY.

Plan shewing (coloured red) Lands required for Railway Purposes for a Branch from the Main Line in the Hochelaga Ward of the City of Montreal to the St. Lawrence Sugar Refinery in the Town of Maisonneuve, County of Hochelaga, all situated in the District — officially known as the Incorporated Village of Hochelaga, Parish of Montreal.

Montreal, 20th March, 1894

Chief Engineer

SCALE – 100 Feet to one inch, English Measure
NOTE – Official Numbers in Black thus – 80-150
– Consecutive Numbers in Blue thus – N° 1

Made by
A. Irwin
P.L.S.

I, the undersigned, Provincial Land Surveyor for the Province of Quebec, do hereby certify that a copy of this Map or Plan and of the Book of Reference thereto annexed was deposited in the Registry Office of Hochelaga and Jacques Cartier by the Canadian Pacific Railway Company on the 21st May, 1894.

Chief Engineer's Office, Can. Pac. Ry.
Montreal, 20th May, 1896.

A. Irwin
P.L.S.

This is the Plan referred to in the order of the Railway Committee of the Privy Council, dated September 4th 1896, File 6145.
(Signed) Collingwood Schreiber
Secretary Railway Committee P.C.

Pins the Ninth Avenue

Pins the Ninth Avenue

TOWN OF MAISONNEUVE

TOWN OF MAISONNEUVE

NORTH EAST CITY LIMITS

Valois Avenue

Montreal Land and Improvement Company No. 35 No. 34 No. 33 No. 32 No. 31

Hochelaga

Montreal Land and Improvement Company

16 Julie and Emélie Pauthonnière 18
No. 37 30,075 feet.

10° CURVE
ANGLE = 81°. 20'
SUBTAN = 394·5'
LENGTH = 913·33

14-602 Street

14-480 Street

Ontario Street

Lafontaine Street

St Catherine Street

Notre Dame Street

Avenue d'Iberville

Hochelaga

François Xavier Morin

Bonsecours Market

St. Lawrence Sugar Refining Company

I hereby certify that a true copy of this Map or plan was deposited by the Canadian Pacific Railway Company under section 121 of the Railway Act in the Registry Office for the Counties of Hochelaga and Jacques Cartier on the thirty first day of May 1894.

(Signed) J. A. Mancot
Deputy Registrar.

Montreal, 16th June 1896.

P25/B1,236

6a

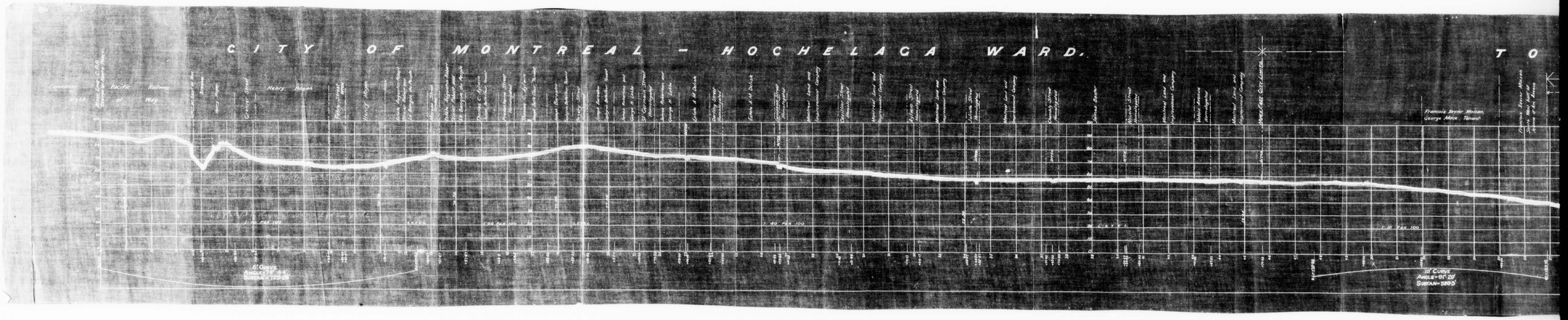
I, the undersigned, Henry Irwin, Provincial Land Surveyor, duly sworn in and for the Province of Quebec, do hereby certify that this is a true copy of the Plan referred to in the order of the Railway Committee of the Privy Council, dated September 4th., 1896, File No. 6145 and signed by Collingwood Schreiber, Secretary, Railway Committee, P.C..

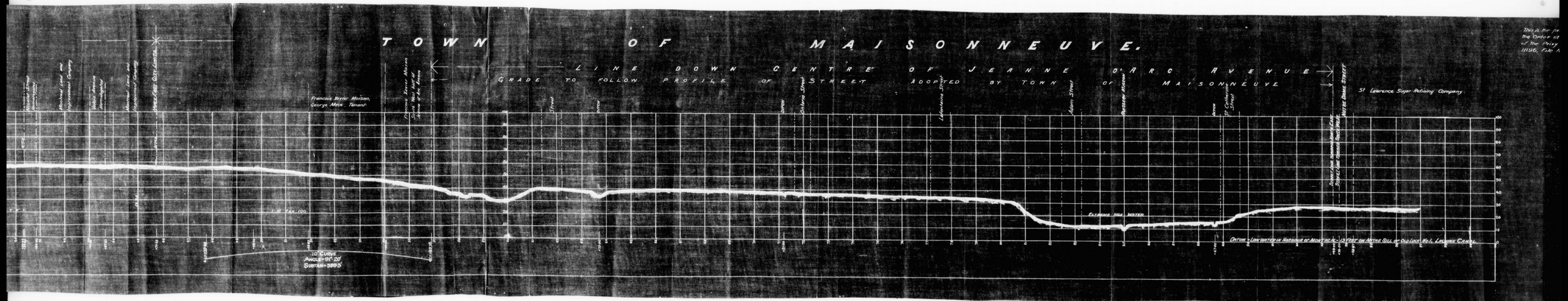
Montreal, 18th. January, 1898.

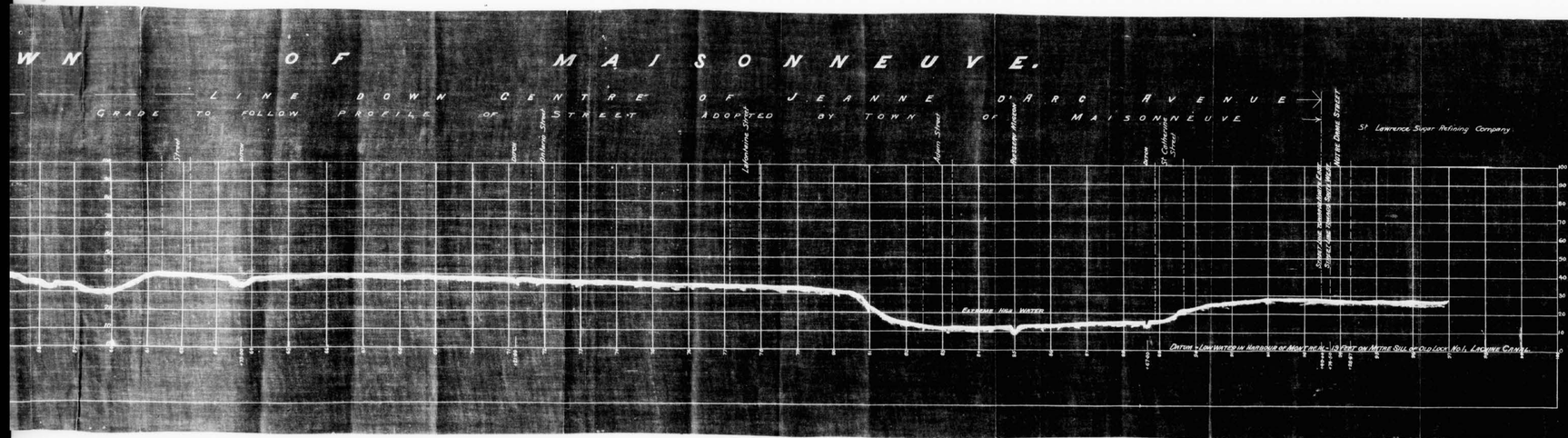
H. Irwin
P.L.S.

I, the undersigned, Henry Irwin, Provincial Land Surveyor, duly sworn in and for the Province of Quebec, do hereby certify that this is a true copy of the Profile referred to in the Order of the Railway Committee of the Privy Council dated September, 4th., 1896, File No. 6145, and signed by Collingwood Schreiber, Secretary Railway Committee P.C..

Montreal, 18th. January, 1898. H. Irwin.
P.L.S.







This is the profile referred to in the Order of the Railway Committee of the Privy Council, dated Sept 4th 1896, File No 6145.—

(Signed) Collingwood Schreiber
Secretary, Railway Committee, P.C.

I hereby certify that a true copy of this profile was deposited by the Canadian Pacific Railway Company under section 121 of The Railway Act in the Registry Office for the Counties of Hochelaga and Jacques Cartier on the thirty first day of May, 1894.

Registrar

CANADIAN PACIFIC RAILWAY.

Profile of BRANCH from the MAIN LINE
in
The Hochelaga Ward of the City of Montreal
to
THE St LAWRENCE SUGAR REFINERY
in the Town of Maisonneuve - County of Hochelaga.

Horizontal Scale - 100 feet to one inch, English Measure
Vertical Scale - 20 feet to one inch.

William Pitcairn
Chief Engineer

Montreal, 20th March, 1894.

No 2531.