

***Saskatoon:
Amending certain
bylaws concerning
The Canadian Pacific
Railway Company***

being a Private Act

Chapter 48 of the *Statutes of Saskatchewan, 1912*
(effective March 15, 1912).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

1912

CHAPTER 48

An Act to amend a Certain Bylaw of the City of Saskatoon concerning
the Canadian Pacific Railway Company

(Assented to March 15, 1912)

Preamble

WHEREAS a petition has been presented by the city of Saskatoon praying that a certain agreement made between the said city of Saskatoon and the Canadian Pacific Railway Company dated the twenty-seventh day of January, A.D. 1911, and bylaw No. 344 of the said city of Saskatoon ratifying and adopting the said agreement be confirmed;

And whereas it is expedient to grant the prayer of the said petition:

Therefore His Majesty by and with the advice and consent of the Legislative Assembly of Saskatchewan enacts as follows:

Bylaw amended

1 Bylaw No. 344 of the city of Saskatoon and the agreement therein referred to, made between the said city of Saskatoon and the Canadian Pacific Railway Company, which said bylaw and agreement are set forth in schedules A and B hereto, are hereby validated and confirmed; and the said city of Saskatoon shall be deemed to have had power to enter into the said agreement notwithstanding anything contained in *The City Act*.

Provided that any person who might but for the passing of this Act have been entitled to compensation for injuries to land under *The City Act* or to damages for any other lawful cause shall notwithstanding anything in this Act contained continue as to any such claim which may not have been heretofore satisfied to be entitled thereto and to the same rights and remedies in respect thereof as heretofore.

1912, c.48, s.1.

SCHEDULE A

BYLAW NO. 344 OF THE CITY OF SASKATOON

*A Bylaw to ratify a contract between the City of Saskatoon and the
Canadian Pacific Railway Company*

Whereas in accordance with a resolution of the council of the corporation of the city of Saskatoon adopted at a meeting held on the evening of April 25, 1910, an agreement has been drawn up between the city and the Canadian Pacific Railway Company dated the twenty-seventh day of January, A.D. 1911, and has been executed by the city and by the company, and it is expedient that the same should be ratified and adopted;

Therefore the council of the corporation of the city of Saskatoon enacts as follows:

1. The agreement between the corporation of the city of Saskatoon of the first part and the Canadian Pacific Railway Company of the second part, a certified copy of which is hereto attached as schedule A is hereby ratified and adopted.

Read a third time and passed the eighth day of March, A.D. 1911.

(Signed) Jas. Clinkskill, (L.S.) *Mayor*.

(Signed) A. Leslie, *City Clerk*.

SCHEDULE B

THIS AGREEMENT made in triplicate this twenty-seventh day of January, A.D. 1911, between the city of Saskatoon, hereinafter called "the city," of the first part, and The Canadian Pacific Railway Company, hereinafter called "the company" of the second part.

WITNESSETH:

1. That in consideration of the covenants, terms and conditions herein contained on the part of the company to be observed and performed the city covenants and agrees with the company as follows:

- (a) That the city will forthwith upon the city's obtaining confirmatory legislation as hereinafter mentioned duly close and stop up and keep closed and stopped up all that portion of Avenue B in the city of Saskatoon, which lies south of a line drawn across said Avenue B from a point in the west limit of Avenue B sixty-fix feet and nine-tenths of a foot southerly measured along said west limit from the south-west corner of Avenue B and 24th street to the south-east corner of Avenue B and 24th street and north of a line drawn across said Avenue B from the north-east corner of Avenue B and the new sixty-six foot highway extending from Avenue A to Avenue B across the southerly portion of the company's station grounds to a point in the west limit of Avenue B ten feet north of the intersection therewith of the south limit of the lands taken for right of way for the company lying on the west side of said Avenue B said point being one hundred and seventy-three feet and nine-tenths of a foot south of the south-west corner of Avenue B and 24th street measured along the west limit of said Avenue B, and will grant, transfer, convey and assure to the company without delay by good and sufficient title in fee simple free from all charges, liens and incumbrances and cost to the company the lands comprised in the said portion of Avenue B so to be closed and stopped up;

- (b) That the city will except as hereinafter mentioned assume all liability for damages that may be caused by the closing and stopping up of the said portion of Avenue B and will except as hereinafter mentioned indemnify and save harmless the company against all loss, costs, charges, damages and expenses, claims and demands whatsoever, which the company may bear, sustain, suffer, be at or be put to for, or by reason of or on account of the closing and stopping up of Avenue B as aforesaid or anything in any manner relating thereto;

- (c) That the city will without delay pass all such bylaws and take all such steps and proceedings as may be necessary or requisite to carry out and give effect to each and all of the covenants, terms and conditions on its part herein contained, and will apply for an Act of the Legislature of the Province of Saskatchewan at its next session, validating and confirming this agreement and all such bylaws.
2. That in consideration of the covenants, terms and conditions herein contained on the part of the city to be observed and performed the company covenants and agrees with the city as follows:
- (a) That upon the city obtaining confirmatory legislation as hereinbefore mentioned and upon receipt by the company of a proper transfer or conveyance of the lands comprised in the portion of Avenue B to be closed as hereinbefore provided the company will pay to the city the sum of three thousand one hundred dollars (\$3,100) and will release the city from the payment of the balance owing by the city to the company in respect of the extra cost of strengthening the bridge of the company over the South Saskatchewan river at or near Twenty-third street in the city of Saskatoon as provided in paragraph (e) of clause 2 of a certain agreement made between the parties hereto and dated the seventh day of August, A.D. 1906, the amount of such balance being approximately the sum of two thousand two hundred dollars (\$2,200);
- (b) That if and when the city shall establish a public highway at least thirty feet in width extending from Avenue B to Avenue C and adjoining to the south the company's lands taken for right of way the company will for the purpose of widening such highway grant, transfer and convey and assure to the city without dealy by good and sufficient title in fee simple free from all charges, liens and incumbrances and cost to the city a strip of land ten feet in width adjoining the said highway and being the most southerly ten feet in width of the company's lands taken for right of way between said Avenues B and C in the said city;
- (c) That the company will upon the said potion of Avenue B being duly closed and stopped up consent to an application to the Board of Railway Commissioners for Canada for authority to carry Twentieth street in the city of Saskatoon over and across the railway and lands of the company;
- (d) That upon the city obtaining the confirmatory legislation hereinbefore referred to the company will pay to the city towards the expense incurred by the city in connection therewith the sum of one hundred dollars (\$100);
- (e) That notwithstanding anything hereinbefore contained the company will indemnify and save harmless the city from all damages and compensation which the city may be obliged to pay (if any) to or in respect of lots nineteen (19) and twenty (20) on the north-east corner of Avenue B and 24th street being lots nineteen (19) and twenty (20) block seventeen (17) plan DJ city of Saskatoon, and lots thirty-one (31) and thirty-two (32) on the east side of Avenue B in block sixteen (16) plan DJ city of Saskatoon, by reason of or resulting from the closing of the said portion of Avenue B.

3. It is hereby understood by and between the parties hereto that the words “the city,” and the words “the company” shall whenever used herein include, extend to and be binding upon the successors and assigns of the city of Saskatoon and of the Canadian Pacific Railway Company respectively.

In witness whereof the parties hereto have hereunto caused to be affixed their Corporate Seals and the hands of their proper officers to be set.

(L.S.) James Clinkskill, *Mayor*.

A. Leslie, *City Clerk*.

THE CANADIAN PACIFIC RAILWAY

(L.S.) T. G. Shaughnessy, *President*.

A.R.G. Heward, *Assistant Secretary*.

