

***An Act to confirm a
Certain Agreement
between The City of
Regina and
McCallum Hill & Co.
Limited***

being a Private Act

Chapter 118 of the *Statutes of Saskatchewan, 1959*
(Assented to April 14, 1959).

NOTE: This Act was to come into force on a day to be fixed
by proclamation of the Lieutenant Governor; such
proclamation was not published in *The Saskatchewan
Gazette*, as of June 23, 1978.

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.

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CHAPTER 118

**An Act to confirm a Certain Agreement between The City of Regina
and McCallum Hill & Co. Limited**

(Assented to April 14, 1959)

Preamble

WHEREAS The City of Regina has agreed to the construction of a new Broad Street Bridge over Wascana Creek in the said city; and

Whereas McCallum Hill & Co. Limited has agreed to pay for the construction thereof; and

Whereas The City of Regina and McCallum Hill & Co. Limited have entered into an agreement dated the thirty-first day of December, 1958, a true copy of which forms Schedule A to this Act; and

Whereas the said agreement constitutes the terms of repayment of the cost of the construction of the said bridge provided, however, that the said agreement shall not become effective and binding on the parties until confirmed and validated by an Act of the Legislature of the Province of Saskatchewan; and

Whereas The City of Regina and McCallum Hill & Co. Limited have presented a joint petition to the Legislature of the Province of Saskatchewan praying for the ratification, validation and confirmation of the said agreement; and

Whereas subsequently to the presentation of the said petition The City of Regina and McCallum Hill & Co. Limited have entered into an agreement dated the twenty-third day of March, 1959, amending the aforesaid agreement, a true copy of which amending agreement forms Schedule B to this Act:

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

Agreement ratified

1 The agreement dated the thirty-first day of December, 1958, between The City of Regina and McCallum Hill & Co. Limited, as set forth in Schedule A hereto and as amended by the agreement as set forth in Schedule B hereto, is hereby ratified, confirmed and validated in all respects and declared to be legally binding according to the tenor thereof, and the parties thereto are authorized to carry out the terms, conditions and provisions thereof.

1959, c.118, s.1.

Previous acts validated

2 All acts and things done in pursuance of the terms of the said agreement, as set forth in Schedule A and as amended by the agreement set forth in Schedule B, prior to the passing of this Act, which, had they been done after the passing of this Act, would have been authorized hereby, shall be deemed to have been done under the authority of this Act, and are hereby declared to have been lawfully done.

1959, c.118, s.2.

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McCALLUM HILL & CO. LIMITED**Vote respecting agreement**

3 Forthwith after this Act is assented to there shall be submitted to the vote of the burgesses of The City of Regina a question in such form as to afford the burgesses an opportunity to indicate whether they are in favour of or opposed to the said agreement as so amended.

1959, c.118, s.3.

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4 The City Clerk of The City of Regina shall certify the result of such vote to the Clerk of the Executive Council, and the certificate of the City Clerk shall be final and conclusive evidence as to whether or not a majority of the burgesses voting on the question are in favour of the said agreement as so amended.

1959, c.118, s.4.

SCHEDULE A

AGREEMENT

THIS AGREEMENT made in triplicate this 31st day of December, A.D. 1958.
BETWEEN:

McCALLUM HILL & CO. LIMITED, a body corporate with Head Office at the City of Regina, in the Province of Saskatchewan,

(hereinafter called "the Company"),

OF THE FIRST PART:

and

THE CORPORATION OF THE CITY OF REGINA,

(hereinafter called "the City"),

OF THE SECOND PART:

WHEREAS under an Agreement in writing between the parties hereto dated the 31st day of December, 1958, the City agreed to the construction of a new Broad Street Bridge over the Wascana Creek and the Company agreed to pay for the construction thereof;

And whereas the City agrees to repay to the Company the cost of the construction of the said Bridge subject to the conditions and terms hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO CONVEYANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1 The City agrees to repay to the Company the total amount paid by the Company for the cost of the construction of the said Bridge on the following basis:

- (a) Commencing with the tax year 1961, to repay on the basis of fifty percent (50%) of the increase in taxes collected on land and improvements, (exclusive of local improvements and special taxes) in that area bounded by old Broad Street and Wascana Creek and Twenty-third Avenue and Wascana Creek. For the purpose of computing the increased taxes, the base year for taxes shall be the tax year 1958 and increased taxes for the purposes of this paragraph shall be computed on the basis of taxes increased over and above the amount of the 1958 taxes. The said payments are to continue until the said total cost has been fully repaid, with interest as hereinafter provided.

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- (b) The total cost of the said Bridge as paid by the Company shall bear interest at the rate of five and one-half percent (5½%) per annum from and after the date on which the said moneys, or any portion thereof, are expended by the Company until payment thereof by the City.
 - (c) The yearly payment called for herein shall be due and payable each year on or before the first day of December and shall be applied firstly, on account of accrued interest and secondly, on account of principal.
 - (d) Notwithstanding anything elsewhere contained in this Agreement it is understood and agreed between the parties hereto that the balance owing hereunder shall be due and payable on the 1st day of December, 1971.
- 2** This Agreement shall not become effective and binding on the parties until the same has been confirmed and validated by a private act of the Legislature of the Province of Saskatchewan.
- 3** The parties hereto agree to jointly petition the Legislature of the Province of Saskatchewan for such private act, such petition to be represented at the first session of the Legislature assembled following the execution of this Agreement.

IN WITNESS WHEREOF the City has caused to be affixed its Corporate Seal under the hands of its Mayor and City Clerk and the Company has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf on the day and year first above written.

Signed, sealed and delivered
in the presence of

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McCALLUM HILL & CO. LIMITED

(Sgd.) W.W. Spicer [seal],
Secretary.

THE CITY OF REGINA

(Sgd.) T.H. Cowburn [seal],
Mayor.

(Sgd.) J.E. Stinson, City Clerk.

SCHEDULE B

THIS AGREEMENT made in triplicate this 23rd day of March, A.D. 1959.

BETWEEN:

McCALLUM HILL & CO. LIMITED, a body corporate with Head Office at the City of Regina, in the Province of Saskatchewan,

(hereinafter called "the Company"),

OF THE FIRST PART:

and

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THE CORPORATION OF THE CITY OF REGINA,

(hereinafter called "the City"),

OF THE SECOND PART:

WHEREAS the parties hereto entered into an agreement in writing dated the 31st day of December, A.D. 1958;

And whereas the parties hereto are desirous of amending paragraph (d) of clause 1 of the Agreement;

NOW THEREFORE THE PARTIES HERETO CONVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

- 1** That the said paragraph (d) of clause 1 of said Agreement be and the same is hereby deleted and the following substituted in lieu therefor:

"1(d) Notwithstanding anything elsewhere contained in this Agreement, it is understood and agreed between the parties hereto that if there is any balance owing hereunder as at the 1st day of December, A.D. 1971, the City shall not be liable to repay the said balance to the Company and the Company shall have no further right to receive any repayment whatsoever of the said balance."

IN WITNESS WHEREOF the City has caused to be affixed its Corporate Seal under the hands of its Mayor and City Clerk and the Company has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf on the day and year first above written.

Signed, sealed and delivered
in the presence of

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McCALLUM HILL & CO. LIMITED

(Sgd.) Frederick W. Hill [Seal],
Pres.

THE CITY OF REGINA

(Sgd.) H.H.P. Baker [seal],
Mayor

(Sgd.) J.E. Stinson,
City Clerk.