



CHAPTER 26.

An Act to provide for the Construction of a Bridge
across the Fraser River at New Westminster.

[Assented to 23rd March, 1935.]

HIS MAJESTY, by and with the advice and consent of the
Legislative Assembly of the Province of British Columbia,
enacts as follows:—

1. This Act may be cited as the "Fraser River (New Westminster) Bridge Act."
2. The Lieutenant Governor in Council may cause to be built a bridge across the Fraser River at the City of New Westminster, at a cost not exceeding four million dollars, for the purposes of vehicular and passenger traffic. Power to build bridge.
3. (1.) For the purpose of meeting the cost of the construction of the said bridge as hereinafter provided, the Lieutenant-Governor in Council may (in addition to all other moneys authorized to be raised or borrowed by any other Act of the Legislature) borrow or raise from time to time, in such amounts, in such manner, and at such times as may be deemed expedient, any sum of money not exceeding the net sum of four million dollars, after payment of discount, commission, brokerage, and all other expenses of all loans hereunder, by the issue and sale of debentures or Treasury bills or notes, or by the issue and sale of "British Columbia Stock" under the provisions of the "Inscribed Stock Act" or otherwise. Power to borrow \$1,000,000.
- (2.) Treasury bills or notes may be renewed and reissued from time to time, and the amount outstanding on any original or renewed Treasury bills or notes or securities may be converted into debentures or "British Columbia Stock," under the provisions of the "Inscribed Stock Act" or otherwise, but so as to be repayable not later than the thirtieth day of June, 1980; and such debentures or Reissue of amount of short-term loans.

stock may be issued and sold to provide for the retirement of such Treasury bills or notes.

Interest.

4. (1.) Subject to subsection (2), all debentures, Treasury bills or notes, British Columbia stock, or other securities issued and sold for the purpose of raising moneys borrowed or raised pursuant to this Act shall bear interest at a rate not exceeding five per centum per annum, to be fixed at the time of sale, and to be payable half-yearly, and shall be repayable at a date to be fixed at the time of sale.

Treasury bills.

(2.) Treasury bills or notes, whether original or renewed, may be issued under this Act without bearing interest.

Power to sell securities.

(3.) Such debentures, Treasury bills, Treasury notes, or British Columbia stock, or any of them, may be sold for such sum, whether the same is the par value or less or more than the par value of such debentures, Treasury bills, Treasury notes, or British Columbia stock, and on such terms and conditions as the Lieutenant Governor in Council or the Minister of Finance or other person or agent appointed for the purpose of negotiating any loan deems expedient.

Negotiation of loan.

5. It shall be lawful for the Lieutenant Governor in Council to appoint the Minister of Finance, or other person or persons or agent from time to time, the agent of the Government for the purpose of negotiating any such loan, and the Minister of Finance or other duly appointed person or agent may arrange all details and do, transact, and execute all such deeds, matters, and things as may be requisite during the conduct of negotiations or for the purpose of placing the loan.

Application of tolls and fines

6. (1.) Notwithstanding any provision to the contrary contained in the "Revenue Act," all tolls and fines collected under this Act shall be placed to the credit of an account in the Treasury to be known as the "Fraser River (New Westminster) Bridge Account," and the money standing at the credit of the account from time to time shall be paid out only for the following purposes:—

- (a.) For the payment of the interest accruing on the moneys borrowed or raised pursuant to this Act;
- (b.) For the creating and maintaining of a sinking fund for the final payment of any moneys borrowed or raised pursuant to this Act;
- (c.) For the payment of such expenditures as are necessary and incidental to the operation and maintenance of and repairs to the bridge.

Payment of interest

(2.) The tariff of tolls to be prescribed by the regulations shall be based on the estimated life of the bridge, the amount of traffic that may reasonably be expected to require accommodation thereat from time to time, and the amount of moneys required to meet the expenses of operation, maintenance, and repairs, and to meet the

interest and sinking fund requirements. In the event of there not being sufficient money standing at the credit of the Fraser River (New Westminster) Bridge Account to pay in full the interest accruing on all moneys borrowed or raised pursuant to this Act, the Minister of Finance shall from time to time pay such amount as may be necessary to pay the said interest so accruing out of the Consolidated Revenue Fund.

(3.) The Lieutenant-Governor in Council may from time to time provide for the repayment of every loan under this Act by appropriating yearly out of the general revenue of the Province such further sums of money, in addition to those at the credit of the aforesaid account for such purpose, as may be sufficient for the creation and maintenance of a sinking fund for the final payment of every such loan, and may make provision for the investment from time to time of the amount of any sinking fund or any part thereof.

Repayment of loan.

7. Moneys raised under this Act shall, after payment of discount, commission, brokerage, and other expenses of every loan hereunder, be paid into the Consolidated Revenue Fund, and shall be applied by the Minister of Finance as the Lieutenant-Governor in Council may from time to time direct to be expended in the construction of the said bridge, with all necessary approaches, toll-houses, toll-gates, and other necessary dependencies and appurtenances, and in all matters incidental thereto, including the payment of the cost of all lands necessarily acquired for the site of the said bridge and its approaches, and all expenses heretofore or hereafter incurred preliminary to the construction of the said bridge.

Application of moneys borrowed.

8. The Lieutenant Governor in Council may make all such regulations as he considers necessary or expedient in connection with the use and operation of the said bridge; and, without limiting the generality of the foregoing, may by the regulations:—

Regulations governing the use of the bridge.

- (a.) Prescribe a tariff of tolls to be paid by persons using the said bridge, including the prescribing of commutations and exemptions, and provide for the enforcement, collection, and recovery of the tolls so prescribed;
- (b.) Impose fines, recoverable on summary conviction, against any person directly or indirectly evading, or attempting to evade, the payment of any tolls so prescribed;
- (c.) Regulating all persons and traffic upon the said bridge and its approaches;
- (d.) Impose fines, recoverable on summary conviction, for enforcing any regulation made under this section.

9. The Agreement as amended, a copy of which forms the Schedule to this Act, is ratified and confirmed. The said Agreement shall be binding in accordance with its terms upon the parties thereto, who

Ratification of Agreement.

are hereby respectively authorized and empowered to do all such acts and things as may be necessary in order to give full effect to its provisions.

SCHEDULE.

THIS AGREEMENT, made this seventeenth day of November, A.D. 1934.

BETWEEN:

FRASER RIVER BRIDGE COMPANY, LIMITED, a body corporate under the laws of the Province of British Columbia (hereinafter called "the Company")

OF THE FIRST PART:

and

HIS MAJESTY THE KING in the right of his Province of British Columbia, herein represented and acting by the Honourable Frank Mitchell MacPherson, Minister of Public Works of the said Province (hereinafter called "the Government")

OF THE SECOND PART:

WHEREAS, pursuant to certain Acts of the Legislature of the Province of British Columbia, namely, chapter 81 of the Statutes of 1926-27, chapter 71 of the Statutes of 1931, and chapter 72 of the Statutes of 1934, and the rights thereby granted, the Company has since the year 1927 been engaged in the making of extensive examinations for and has expended moneys in the preparation of plans and in other ways preparatory to the construction of a bridge across the Fraser River in the said Province, and now holds an exclusive franchise to construct a bridge across the said river at or near the City of New Westminster.

AND WHEREAS the Government considers that it is in the public interest that any bridge to be constructed across the Fraser River at or near the City of New Westminster should be constructed, owned, and operated by the Government, and that the construction of the same should now be commenced;

AND WHEREAS the Company has agreed to waive all its rights and privileges under the said Act, chapter 72 of the Statutes of 1934, including the said exclusive franchise, and to furnish to the Government all information and statistics obtained by the Company in connection with surveys and otherwise in respect to the most suitable place for a bridge to be constructed across the Fraser River, together with all preliminary plans prepared in connection with the construction of the bridge and any information whatsoever acquired by the Company which might be of advantage to the Government in the construction of the said bridge

AND WHEREAS the Government has agreed to employ the Company as the agent of the Government for the construction, in the manner hereinafter set out, of a traffic bridge for the Government across the Fraser River at or near the City of New Westminster with all necessary approaches, toll-houses, toll gates and other necessary dependencies and appurtenances, in accordance with plans and specifications prepared or to be prepared from time to time and furnished by the Engineer, at a site to be determined and provided by the Government; and the Company has agreed to act as agent for the Government for the construction, in the manner hereinafter set out, of the said bridge, approaches, toll houses, toll gates, dependencies, and appurtenances;

AND WHEREAS the Company and the Government have agreed to enter into a contract for the purposes aforesaid.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the said parties hereto hereby covenant, promise, and agree each with the other as follows:—

1. In this contract the following words shall, unless the context requires a different meaning, have the following meanings, respectively, that is to say:—

“Minister” shall mean the person holding the position or acting in the capacity of the Minister of Public Works of the Province for the time being;

“Engineer” shall mean the person holding the position or acting in the capacity of Chief Engineer of the Province for the time being, acting either directly or through any duly authorized officer or agent, such officer or agent acting within the scope of the particular duties entrusted to him: Provided that every order, direction, certificate, instruction, or decision made or given by any such officer or agent shall be subject to the approval of the Minister, and may be cancelled, altered, or otherwise modified by the Minister as he sees fit:

“Work or works” shall mean the whole of the work referred to in clause 3 hereof and all materials, matters, and things required to be done, furnished, and performed in the construction thereof.

2. The Company hereby waives, transfers, sets over, and assigns to the Government all rights and privileges vested in or held by the Company under the said Act, chapter 72 of the Statutes of 1931, including the exclusive franchise referred to in the preamble hereof.

3. Subject to the approval by the Governor-General in Council under the “Navigable Waters Protection Act” of the plans and site of the proposed bridge, the Government hereby employs the Company as agent of the Government for the construction of the said bridge with its approaches, toll-houses, toll-gates, and other necessary dependencies and appurtenances, in accordance with the plans and specifications thereof prepared or to be prepared from time to time and furnished by the Engineer, at a site to be determined and provided by the Government; and the Company shall, in accordance with the terms and conditions of this contract and the instructions of the Minister and the Engineer well and faithfully act as agent of the Government in connection with the calling for tenders and the letting of contracts for the construction of the works, subject as hereinafter provided, and in supervising generally the construction thereof; and in connection therewith the Company shall use, furnish, and make available all information and statistics obtained by the Company in connection with its surveys and otherwise with respect to the most suitable place for a bridge to be constructed across the Fraser River, together with all preliminary plans prepared in connection with the construction of the bridge and all information whatsoever acquired by the Company which might be of advantage to the Government in connection with the construction of the said bridge, and therein the Company shall at all times be subject to and shall abide by and observe all lawful directions and requirements of the Minister.

4. The Government shall obtain and provide all lands and rights-of-way of whatever nature as may be required for the site of the bridge and its approaches.

5. The Company, upon receipt from the Engineer of the plans and specifications for the works, shall from time to time as directed by the Engineer call for sealed tenders for the execution of the works and for their completion either as a whole or otherwise, and either for a lump sum or otherwise, as may be directed by the Engineer. The form and manner of tendering, the form of contract to be entered into by the successful tenderer or tenderers, the provision for deposits to be made by tenderers and for security to be

furnished for the completion of the contracts shall be as directed and approved by the Engineer. All tenders shall be addressed to the Company in care of the Minister and when received shall be opened in the presence of the Minister and a representative of the Company, and in compliance with the provisions of the "Public Works Act," and shall be submitted to the Minister, who shall finally pass upon the same. The Minister may reject all of the tenders, or may direct the Company to accept tenders in part or to subdivide the works between various contractors, or may direct the Company to call for other tenders.

6. The Company in its corporate capacity as principal and at its own expense undertakes to finance and to advance all moneys required to meet the cost of any part of the works done and all preliminary expenses and outgoings incurred by the Government in connection therewith until the necessary authority has been obtained at the next Session of the Legislature of British Columbia and the Government has in pursuance thereof completed its financial arrangements for obtaining the moneys necessary to meet the cost of the works, whereupon all moneys so advanced shall be repaid by the Government to the Company.

7. As full compensation for the rights and privileges waived or assigned by the Company by virtue of this contract, and for the Company's services performed under this contract including all plans, information and statistics furnished by the Company the Government shall pay to the Company in the manner and at the times hereinafter stated a sum equal to seven and one half per centum of the cost of the works. The cost of the works payable by the Government shall consist of the preliminary expenses and outgoings referred to in clause 6 hereof and the amounts payable to contractors in accordance with the terms and conditions of the contracts entered into pursuant to this contract, together with the cost incurred for the guarantee bond pursuant to clause 9 of this contract, but shall not include the cost of the Company's financing or its legal expenses except those incurred by the Company with the approval of the Minister for the protection of the Government's interests, and for the purposes of ascertaining the sum to be paid to the Company as compensation under this clause the cost of the works shall not in any event be taken to be greater in the aggregate than three million dollars.

8. At the time each payment is made to a contractor on account of the cost of the works an amount equal to seventy five per centum of the compensation to which the Company is entitled under this contract by way of percentage thereon shall be paid to the Company. The remaining twenty five per centum of the Company's compensation thereon shall be retained by the Government until final completion of the whole works to the satisfaction of the Engineer and shall be paid within six months after such completion. The written certificate of the Engineer certifying to the final completion of the works to his satisfaction shall be a condition precedent to the right of the Company to payment of the remaining twenty five per centum or any part thereof.

9. The Company shall not later than sixty days from the date of this contract furnish to the Government a bond of a guarantee or indemnity company approved by the Government for the sum of two hundred and twenty five thousand dollars (\$225,000.00) and expressed in such terms as shall be satisfactory to the Government as security for the due fulfilment by the Company of all the provisions of this contract which will be retained until the final completion of the works. If such surety bond is not so furnished and deposited with the Minister within the time specified the Government shall have the right to cancel this contract by notice given to the Company.

10. Any notice, direction, order, or other communication given to the Company under the provisions of this contract or incidental thereto shall be sufficiently given if delivered to the Company, or to its foreman, or to any

person acting or purporting to be acting as such, or left at the Company's office, or mailed in any post office addressed to the Company at New Westminster, British Columbia, or to the Company's last known place of business. Every notice, direction, order, or other communication shall be sufficient which expresses in general language and without detail the matters required or communicated or which follows the general language of the clause or clauses of this contract under which it is given, and no objection shall be taken to the form thereof.

11. It is hereby expressly agreed, in case the Company has faithfully and fully performed all and singular the covenants and undertakings on its part to be performed under this contract, that if for any reason the whole of the works be discontinued or dispensed with by the Government before the Government has obtained the necessary authority for and has completed its financial arrangements for obtaining the moneys necessary to meet the cost of the works:—

- (a.) The Government shall forthwith return to the Company all preliminary plans, securities, and other documents furnished by the Company to the Government pursuant to this contract, together with all plans prepared and information obtained by the Government in respect of the proposed bridge; and the Government shall, to the full extent of its power so to do, transfer to the Company all approvals of the plans and site of the proposed bridge given by the Governor General in Council under the "Navigable Waters Protection Act";
- (b.) The Company shall, notwithstanding any waiver on its part contained in this contract, be ipso facto reinstated in all and singular the rights and privileges vested in the Company by the said Act, chapter 72 of the Statutes of 1931, in all respects as if this contract had never been entered into, and may thereupon in the Company's own behalf construct the said bridge as authorized and empowered by the said Act;
- (c.) Upon payment by the Company to the Government within sixty days after the receipt by the Company from the Government of notice of discontinuance of the works, of the amount expended by the Government in obtaining or providing lands and rights-of-way for the site of the bridge and its approaches, the Government shall sell and transfer to the Company all the lands and rights-of-way so obtained or provided;
- (d.) The design, plans and specifications of the proposed bridge and of the highways connecting the same with the adjacent municipalities, as heretofore deposited by the Company with the Minister of Public Works, shall be deemed to have been approved for all purposes of subsection (2) of section 3 of the said Act, and for that purpose and to that extent said subsection (2) shall become and be varied accordingly;
- (e.) The Company may, for the purposes of section 9 of the said Act, sell securities bearing interest at a rate not exceeding five and one half per centum per annum at a price not less than ninety-five per centum of the par value thereof without obtaining the approval of the Minister of Finance of British Columbia, and for that purpose and to that extent said section 9 shall become and be varied accordingly;
- (f.) Upon the acquisition by the Company of the lands and right of way for the site of the bridge pursuant to sub-clause (c) of this clause, all construction contracts entered into pursuant to this contract and all moneys advanced by the Company to meet the cost of the works and other outgoings shall enure to the benefit of the Company, and

all such works as are constructed or partially constructed shall become the property of the Company; and all liability of the Government to pay the cost of the works or any part thereof, or to reimburse the Company for any moneys advanced by the Company, or to pay any compensation to the Company shall cease.

(g.) The Government shall not, except to the extent and in the manner provided in this clause, be liable in damages or otherwise by reason of this contract, or of anything done under this contract, or by reason of the works having been discontinued or dispensed with as aforesaid; and the Company shall indemnify and hold harmless the Government from all claims of any nature whatsoever (including claims for damages for accidents and otherwise) in respect of the works or incidental thereto.

12. Time shall be of the essence of this contract.

13. Every decision, appointment, direction, notice, or thing which under the terms of this contract is to be or may be made, given, or done by or on behalf of the Government may be so made, given, or done by an Order of the Lieutenant-Governor in Council or by any person expressly authorized by this contract or appointed for that purpose by Order of the Lieutenant-Governor in Council.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

THE SEAL of the Company was hereunto affixed
by James Arthur Collins, its proper officer in
that behalf, duly authorized, in the presence of
A. V. PINCO.

JAS. A. COLLINS
Director.
(Seal of Company)

SIGNED on behalf of the Government by the Honourable Frank Mitchell MacPherson, Minister of Public Works of British Columbia, under his seal
of office, in the presence of

GORDON Mc G. SLOAN.

F. M. MACPHERSON
(Seal)

VICTORIA, B.C.

Printed by CHARLES F. BARNFIELD, Printer to the King & Most Excellent Masters
1935.