



CHAPTER 63.

An Act to validate a certain By-law of the Corporation of the City of New Westminster and the Agreement therein mentioned.

[Assented to 20th November, 1936.]

WHEREAS a By-law, No. 1549, cited as "British Columbia Electric Railway Company, Limited, Agreement By-law, 1936," to permit of the substitution of motor-buses for tram-cars by the British Columbia Electric Railway Company, Limited, in the City of New Westminster, was finally passed by the Council of the Corporation of the City of New Westminster on the third day of November, 1936, for the purpose of authorizing the execution by the said Corporation of an Agreement between it and the British Columbia Electric Railway Company, Limited, in the form set out in the Schedule to the said By-law and which said By-law and Agreement are set out in Schedule "A" hereto: Preamble.

And whereas the Corporation of the City of New Westminster has by its petition prayed that legislation be enacted to validate said By-law and Agreement, and 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 the Province of British Columbia, enacts as follows:—

1. This Act may be cited as the "New Westminster By-law No. 1549 Validation Act (Second Session)." Short title.

2. Notwithstanding anything contained in the "Municipal Act" or any other Statute, the By-law referred to in the preamble and set out in Schedule "A" hereto shall be deemed to be a good, valid, and binding By-law of the Corporation of the City of New Westminster and to have taken effect and come into force upon this Act receiving the Royal assent. Validation of By-law.

Validation of Agreement.

3. Notwithstanding anything contained in the "Municipal Act" or any other Statute, the Agreement referred to in the preamble and set out in Schedule "A" hereto is ratified, confirmed, and declared to be binding according to the tenor thereof on the Corporation of the City of New Westminster and the British Columbia Electric Railway Company, Limited, and the parties to the said Agreement are respectively authorized to perform, carry out, and fulfil everything necessary or expedient to give full effect to the said Agreement, and to a letter from British Columbia Electric Railway Company, Limited, to Mayor F. J. Hume dated September thirtieth, nineteen hundred and thirty-six, as set out in Schedule "B" hereto, and to a letter from British Columbia Electric Railway Company, Limited, to Select Committee on Standing Orders and Private Bills dated November seventeenth, nineteen hundred and thirty-six, as set out in Schedule "C" hereto.

Respecting licences.

4. Nothing in the said Agreement shall be construed as referring to any licence required under Part V. of the "Highway Act," being chapter 24 of the Statutes of 1930, or the amendments thereto, or to any licence required by the "Motor-vehicle Act," being chapter 50 of the Statutes of 1935, or the amendments thereto. And nothing in this Act or the said Agreement shall affect in any way the application or effect of any provision of the "Highway Act" or the "Motor-vehicle Act" or any regulation made under either of those Acts.

Respecting licensing.

5. Notwithstanding the provisions of the "Municipal Act" or any other Statute or any by-law, the Council of the Corporation of the City of New Westminster may, while the said Agreement remains in force, by a vote of a majority of the members of the said Council, refuse to grant the request of any and all applicants (other than the British Columbia Electric Railway Company, Limited) for a municipal licence in respect of any omnibus or motor-bus or the owner, driver, or attendant thereof.

Setting aside of revenue for purposes of Agreement

6. The Council of the Corporation of the City of New Westminster shall forthwith, after this Act comes into force, set aside out of the current revenue of the said Corporation for the fiscal year 1936 the sum of fifty thousand dollars (such sum being moneys received by the said Corporation from the Canadian Pacific Railway Company and forming part of the current revenue of the said Corporation for the fiscal year 1936) for the purpose of performing and carrying out the terms of the said Agreement, and notwithstanding the provisions of the "Municipal Act" or any other Statute, and notwithstanding that such moneys may not be expended during the year 1936, such setting aside shall

be deemed to be an expenditure made by the said Council on current account for the fiscal year 1936.

SCHEDULE " A "

CORPORATION OF THE CITY OF NEW WESTMINSTER.
BY-LAW No. 1549.

A BY-LAW TO PERMIT OF THE SUBSTITUTION OF MOTOR BUSES FOR TRAM CARS BY THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY LIMITED IN THE CITY OF NEW WESTMINSTER.

WHEREAS the British Columbia Electric Railway Company Limited, hereinafter called the " Company," is at present operating and maintaining a street railway system in the City of New Westminster;

AND WHEREAS the Government of the Province of British Columbia has under construction a bridge across the Fraser River in the said City of New Westminster, and it would be necessary to lower the grade of Columbia Street in the said City in providing proper approaches to the said bridge which would be rendered unnecessary by the substitution of motor buses for tram cars;

AND WHEREAS dangerous traffic conditions exist on certain portions of Columbia and Twelfth Streets in the said City which the City Council of the said City is desirous of eliminating;

AND WHEREAS in the opinion of the said Council such elimination would be assisted by substituting motor buses for tram cars;

AND WHEREAS the said City Council has requested the said Company to substitute motor buses for tram cars which the Company has agreed to do;

AND WHEREAS it has been agreed by and between the said City Council and the said Company that notwithstanding the substitution of motor buses for tram cars all rights, privileges, liabilities and obligations whether by agreement or by operation of law or otherwise at present subsisting between the Corporation of the City of New Westminster and the said Company, shall continue in full force and effect;

AND WHEREAS the said Government of the Province of British Columbia has agreed to pay to the said City of New Westminster the sum of \$90,000.00 to be used by the said City in part in reimbursing the said Company for the capital loss occasioned by the said substitution;

AND WHEREAS a draft proposed agreement has been prepared and has been approved by the Company and by the Council of the Corporation of the City of New Westminster and is set out in Schedule " A " hereto and is hereinafter referred to as the " Agreement ":

NOW THEREFORE the Council of the Corporation of the City of New Westminster enacts as follows:—

1. Authority is hereby given to the Mayor and Clerk of the Corporation of the City of New Westminster to sign, execute and affix the Corporate Seal to and give delivery to the British Columbia Electric Railway Company Limited therein named of an Agreement in terms of the draft proposed Agreement attached hereto as Schedule " A " all to the extent on the terms and conditions and in the manner set forth in said draft proposed Agreement and that all as an act and deed of the Corporation.

2. This By-Law shall not take effect or come into force until an Act validating it has been enacted by His Majesty by and with the advice and consent of the Legislative Assembly of the Province of British Columbia.

3. Notwithstanding the execution and delivery of the said Agreement referred to in Clause 1, all rights, privileges, liabilities and obligations, whether by agreement or by operation of law or otherwise at present subsisting between the Corporation of the City of New Westminster and the said British Columbia Electric Railway Company Limited, shall continue in full force and effect.

4. This By-Law may be cited as "British Columbia Electric Railway Company Limited Agreement By-Law, 1936."

DONE AND PASSED in Open Council this 31st day of October, 1936.

RECONSIDERED AND FINALLY PASSED this 31st day of November, 1936.

[SEAL]

"F. J. HUME,"
Mayor.

"A. G. BRINE,"
City Clerk.

THIS AGREEMENT made the 18th day of September in the year of our Lord One Thousand Nine Hundred and Thirty-Six,

BETWEEN:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER, hereinafter called the "City,"

of the first part;

and

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, having its Head Office at 425 Carrall Street, in the City of Vancouver, in the Province of British Columbia, hereinafter called the "Company",

of the second part.

WHEREAS the Company is maintaining and operating a street railway system in the City of New Westminster;

AND WHEREAS the Government of the Province of British Columbia has under construction a bridge across the Fraser River, one end of which bridge will terminate in the City of New Westminster and cross Columbia Street in the said City along which street the Company operates a street railway service;

AND WHEREAS the said Government proposes to construct such bridge so as to provide approaches thereto within the said City having as low a grade as possible, and in order so to do the present grade of Columbia Street will have to be lowered and a part of such street diverted involving the removal and relaying of the street car tracks at a heavy expenditure;

AND WHEREAS dangerous traffic conditions exist on certain portions of said Columbia Street and on Twelfth Street in the said City which would be eliminated by the substitution of motor buses for the present street railway service;

AND WHEREAS the substitution of such motor buses would render impracticable the operation of a street railway service on the remainder of the streets in the said City, and cause a heavy loss to the Company of its capital investment after allowing for salvage and depreciation;

AND WHEREAS the said Government has offered to pay to the City the sum of \$90,000.00 to be used in part by the City in reimbursing the Company for the said loss and the City has agreed to pay to the Company the sum of \$80,000.00 of this sum as and when received from the said Government;

AND WHEREAS the City has further agreed to and with the Company to do certain work and improve certain streets as hereinafter set forth;

AND WHEREAS the City has requested the Company to substitute motor buses for tram cars, which the Company has agreed to do;

AND WHEREAS it is necessary that the City should grant to the Company permission for such substitution, which permission cannot be granted by the City without Legislative sanction;

AND WHEREAS it is the intention of the City to apply to the Legislative Assembly of the Province of British Columbia for such sanction and for the approval of the within Agreement notwithstanding the provisions of the "Municipal Act" or of any other Act of the Province of British Columbia:

IT IS AGREED by and between the parties hereto as follows:—

1. This Agreement shall take effect upon the passing of an Act validating the same by the Legislative Assembly of the Province of British Columbia.

2. The City will pay to the Company the sum of \$80,000.00 as and when it has received the sum of \$90,000.00 from the Government of the Province of British Columbia as a contribution towards reimbursing the Company for its capital loss in its investment in its street railway system occasioned by substituting motor buses for tram cars as hereinafter provided.

3. The City will at its own expense improve the following streets and portions of streets by:

(a) Removing the rails and appurtenances belonging to the Company from:

1. On Columbia Street from the end of the paved track situated at or near the Westerly property line of Government Street to the commencement of the Vancouver Fraser Valley and Southern Railway Company's right of way at the northerly property line of Eighth Avenue, Sapperton.

2. On Brunette Street from the point of switch on Columbia Street to the Brunette River.

3. On Leopold Place, Royal Avenue, Clinton Place and Park Row from the points of the switches on Columbia Street to the commencement of the paved track on First Street.

4. On Pine Street from Third Avenue to Fourth Avenue including the curved track at each street intersection.

5. On Fourth Avenue from the end of the paved track at the Westerly property line of Fourth Street to the junction with the track on Sixth Street including all switches, frogs and connecting rails at the Sixth Street junction but excluding the paved intersection of Fifth Street.

6. On Eighth Street, Carnarvon Street and Sixth Street from the centre of Columbia Street to the centre of Tenth Avenue excluding the switches, frogs, and connecting rails comprising the Columbia Street junction.

(b) By removing from the same streets and the following streets and portions of streets the overhead construction belonging to and used by the Company solely in the operation of the street railway.

1. On Twelfth Street from the commencement of the paved track about 500 feet South of Third Avenue to the centre of Tenth Avenue.

2. On Columbia Street from the centre of Begbie Street to the end of the paved track at the Westerly property line of Government Street.

3. On First Street from the commencement of the paved track at Park Row to the centre of Third Avenue.

4. On Third Avenue from the centre of First Street to the centre of Pine Street.

5. On Fourth Avenue from the Easterly property line of First Street to the end of the paved track at the Westerly property line of Fourth Street, also the paved intersection of Fifth Street, also the paved tail track of the Arbutus Street wye.

(c) By delivering the material so removed to the Company at its Twelfth Street yards at the said City.

4. The City agrees to and with the Company to permit the Company to substitute motor buses for tram cars as a vehicle for transportation purposes upon any street on which the Company shall have maintained and operated its street car system and/or upon such other streets as shall be mutually agreed upon from time to time.

5. In consideration of the foregoing and upon payment to the Company of the said sum of \$80,000.00 the Company agrees to and with the City as follows:

(a) To allow the City to remove the said tracks and appurtenances and overhead construction.

(b) To allow the City to cover with pavement the Company's street railway tracks on the following streets:

1. On Twelfth Street from the commencement of the paved track about 500 feet South of Third Avenue to the centre of Tenth Avenue.

2. On Columbia Street from the centre of Begbie Street to the end of the paved track at the Westerly property line of Government Street.

3. On First Street from the commencement of the paved track at Park Row to the centre of Third Avenue.

4. On Third Avenue from the centre of First Street to the centre of Pine Street.

5. On Fourth Avenue from the Easterly property line of First Street to the end of the paved track at the Westerly property line of Fourth Street, also the paved intersection of Fifth Street, also the paved tail track of the Arbutus Street wye.

(c) To release and discharge the City from all claims which the Company might have against the City by reason of the substitution of motor buses for tram cars.

6. In lieu of the taxes which would have been payable on 10.40 miles of trackage used by the Company for its tram cars and which trackage will be removed or covered with pavement under the Terms of this Agreement, the Company will pay to the City the sum of \$3,100.00 annually, upon the grant of the licenses referred to in Clause 7 hereof, it being agreed that the City will accept the said sum in full satisfaction of the taxes which would have been payable on the said trackage pursuant to the provisions of the "Municipal Act," provided however that the payment of the said sum

shall not relieve the Company from the payment of any other taxes which are payable on the trackage of the Company maintained for the use of electric tram cars in the said City.

IT IS FURTHER AGREED by and between the parties hereto that should additional routes be established or should the routes set forth herein be extended, then in either such event the Company will pay to the City in addition to the said sum of \$3,100.00 such further sum or sums as shall be mutually agreed upon.

7. The Company will apply to the City within Eight (8) months after the passing of the Act referred to in Paragraph 1 hereof for the necessary number of motor bus and drivers' licenses to permit of the maintenance of an efficient service of motor buses in the said City as hereinafter provided, and the City will grant such licenses to the Company without any cost to the Company other than provided in Clause 6 hereof, and subject to the provisions of Clause 8 the Company will thereafter annually during the next 11 years apply to the City and the City will grant to the Company without further cost to the Company such necessary number of motor bus and drivers' licenses as to permit of the maintenance of such service as above referred to during the year for which such licenses are required.

8. Provided however that in the event of the City before the expiration of the license to be granted hereunder, or before the expiration of any further license granted hereunder should either operate a passenger bus service itself or license another passenger bus service within the City, so as to create competition with the Company's motor bus service, the Company shall not thereafter be under any obligation to apply for any renewal of its licenses for the next succeeding period, and may at the termination of the time fixed for its then current license cease the operation of its bus service.

9. Within a period of Eight (8) months after the passing of the Act referred to in Paragraph 1 hereof, the Company will provide motor buses of modern design and having modern equipment for the operation of the service hereinafter set forth.

10. Such buses shall be operated over the routes referred to as routes 1, 2, 3 and 4 in the schedule hereto, and, or, over such other routes as may be mutually agreed upon between the Company and the City from time to time.

11. The Company shall commence to operate the buses over routes 1, 2 and 3 not later than 6 a.m. and cease to operate the buses not earlier than 12 p.m. on each and every day except Sundays and holidays when they may commence two hours later and they shall be operated each day in each direction over routes 1 and 2 at intervals of not more than twenty minutes and over route 3 known as the Queensboro-Fraser Mills at intervals of not more than one hour, provided however that the Company shall be entitled to operate the said buses at shorter intervals of time and for longer periods of time each day should it so desire.

12. The route described in the Schedule as Route No. 4 and being a cross-city route shall be experimental only and the buses shall be operated over that route daily at such times and at such intervals as traffic conditions warrant in the opinion of the Company, but the Company shall not be obliged to continue the operation over said Route 4 after the end of a year from commencement of operations, unless in the opinion of the Company traffic conditions warrant further operation.

13. The Company shall, subject to the provisions of Clause 14, have the right to charge and collect from every person on and after entering any of its buses for the purpose of riding any distance within the City, the following sum or fare:

<i>Adult</i>	Cash fare 6c. Ticket fare 6 tickets for 35c.
<i>Child</i>	Children in arms free. Children 5 years of age and under 12 years, Cash fare 5c. Ticket fare, 10 tickets for 25c.
<i>School Children</i>	Ticket fare 10 tickets for 25c on presentation of Company's Official Certificate. These tickets good for use only between 8 a.m. and 5 p.m. on Public School days by children 12 years of age and over.

The payment of the proper fare, as above specified, shall, subject to such reasonable regulations as the Company may impose, entitle the passenger paying same to a continuous trip on the bus on which such fare is paid and by means of a transfer on a connecting bus or the following interurban lines of the Company:

- (1) Central Park Line—Depot to Mead.
- (2) Lulu Island Line—Depot to 20th. Street.
- (3) Burnaby Lake Line—8th Avenue to 10th Avenue, from one point to another point within the City Limits on the route of such buses or interurban lines.

It is further agreed that the payment of the proper fare as above specified on the following lines of the Company, viz.:

- (1) Central Park Line—Depot to Mead.
- (2) Lulu Island Line—Depot to 20th Street.
- (3) Burnaby Lake Line—8th Avenue to 10th Avenue, shall, subject to such reasonable regulations as the Company may impose, entitle the passenger paying same to a continuous trip on the car on which such fare is paid, and by means of a transfer on a connecting bus from one point to another point within the City Limits on the route of such bus.

14. The Company agrees to provide free transportation within the City on all of its buses operated under this agreement for the Mayor, Aldermen, City Policemen, Officers and other servants or agents of the City, such free transportation to be provided through passes to the extent of, but not exceeding, sixty-three.

AND IT IS FURTHER AGREED that the Company will permit members of the City Fire Department when in uniform to ride free.

15. The fares set forth in Clause 13 shall be subject to revision from time to time as hereinafter set forth, the first revision, if any, to be effective not earlier than three (3) years from the date when the first motor bus license is granted the Company under the provisions of Clause 7, and such fares shall thereafter be subject to further revision from time to time at the expiration of each period of three years thereafter.

16. Such revision or revisions may be made by agreement mutually satisfactory to the parties hereto, or if at any time a revision of the same cannot be arrived at between the parties hereto by mutual agreement, then the said question shall be settled by arbitration pursuant to the provisions of the "Arbitration Act" of the Province of British Columbia; whereupon each party shall appoint one arbitrator and the said two arbitrators so appointed shall select a third arbitrator, who shall be chairman of the Arbitration Board so formed; and in the event of failure of said two arbitrators to agree upon the selection of such third member of such Board, then such third arbitrator shall be appointed by a Judge of the Supreme Court on the application of either of the parties hereto, after ten (10) days' notice thereof to the other party; and the fares so revised and fixed from time to time by such mutual agreement, or by arbitration, as the case may be as herein provided, shall be the fares thereafter chargeable, and which shall there-

after be permitted to be charged and collected by the Company from persons riding upon the Company's buses within the City, until a further revision thereof shall again take place, according to the tenor of this agreement.

17. It is hereby expressly agreed and understood between the parties hereto, that in the event of an arbitration or arbitrations becoming necessary to establish, fix, and determine the fares or revised fares chargeable and permitted to be charged and collected by the Company from all persons entering any of the Company's buses operating within the City, all such arbitrations must and shall take place, and the hearings, evidence and arguments concluded thirty (30) days prior to the expiration of the previous period during which any given fare has been fixed or established, either by mutual agreement or by previous arbitration; and the parties hereto mutually covenant and agree that they will each facilitate the organization of any such Arbitration Board when the same is necessary and shall facilitate all proceedings in respect thereof, including appointment, organization and constitution, and shall further facilitate and assist in expediting the hearings and the reception of evidence and arguments in respect thereof, so that the judgment and award of the said Board may be published and delivered before the expiration of the previous period during which any given fare has been fixed or established; and the parties further mutually covenant that they will not attempt to delay or obstruct such arbitration or any of the proceedings necessarily incidental thereto, but will at all times, endeavor to expedite such proceedings, so that the said award may be handed down within the period of time aforesaid; and the parties hereto further mutually agree that they will, so far as it is legally competent to do so, arrange and expedite the time for the delivery of any such award, so that the same will be published and delivered before the expiration of any previous period during which any given fare shall have been fixed or established either by mutual agreement or by previous arbitration.

18. If at any time hereafter any dispute, difference or question shall arise between the parties hereto, or their respective successors or assigns, or any of them, touching the construction, meaning or effect of these presents; or any clause or thing herein contained; or respecting the rights, obligations, liabilities or privileges of the said parties respectively, or their successors or assigns; then every such dispute, difference, decision, question or matter shall be referred to arbitration pursuant to the provisions hereof and pursuant to the provisions of the "Arbitration Act" of the Province of British Columbia.

19. The Company shall keep the City harmless and indemnified from all actions, costs, charges, claims, liabilities and damage of whatsoever nature and kind arising out of the operation of the said motor buses over the said streets (other than claims, liabilities, charges or damages arising from any act of the City) or out of the breach of any of the covenants herein contained by the Company to be performed.

20. The Company shall be entitled to continue to operate and maintain the following railway services along and across the streets of the City following the route along which they are at present operated:

(a) The railway service known as the Queensboro Line from the South-western boundary of the City to the Depot of the Company at 8th and Columbia Streets.

(b) The interurban railway service known as the Central Park Line.

(c) The interurban railway service known as the New Westminster-Chilliwack Line.

(d) On 12th Street from the junction with the Central Park Line to a point 500 feet Southwest of Third Avenue.

(e) The interurban railway service known as the Lulu Island Line.

21. Notwithstanding the substitution of motor buses for tram cars as herein provided, all rights, privileges, liabilities and obligations whether by agreement or by operation of law or otherwise at present subsisting between the parties hereto, shall continue to be in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

SIGNED, SEALED and
DELIVERED in the
presence of:

(SEAL)

(SEAL)

BRITISH COLUMBIA ELECTRIC
RAILWAY CO. LTD.

"W. G. Murrin"—President.

"Ernest Rogers"—Director.

"J. A. Brice"—Secretary.

CORPORATION OF THE CITY OF
NEW WESTMINSTER.

"F. J. Hume"

Mayor.

"A. G. Brine"

City Clerk.

"E. W. Arnott"
Transportation Manager.

SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT

BUS LINE ROUTES

NEW WESTMINSTER CITY

Four bus routes to be operated as hereunder defined:

1. *Sapperton-Edmonds Route.*

Buses on this route will operate between the northerly terminus at 8th Avenue and Columbia Street, southerly and westerly along Columbia Street and north-westerly along 12th Street to 10th Avenue.

2. *6th Street-Highland Park Route.*

Buses on this route will operate from the north-easterly terminus at 8th Avenue and 1st Street, south-easterly along 1st Street, south-westerly along Park Row, north-easterly along Royal Avenue, south-easterly on Leopold, south-westerly on Columbia Street, north-westerly on 7th Street, north-easterly on Carnarvon Street and north-westerly on 6th Street to 10th Avenue.

3. *Queensboro-Fraser Mills Route.*

Buses on this route will operate between the south-westerly terminus at Jardine Street and Ewen Avenue, north-easterly along Ewen Avenue, across Queensboro Bridge, north-easterly along Royal Avenue, easterly and north-easterly along Columbia Street and Brunette Street to a point where the Brunette River intersects said Brunette Street.

4. *8th Avenue-6th Avenue Cross-Town Route.*

Buses on this route will operate from the north-easterly terminus of Columbia Street and 8th Avenue, south-westerly along 8th Avenue,

southerly on Richmond Street, westerly on Cumberland Street, south-westerly on 6th Avenue, north-westerly on 10th Street and south-westerly on 8th Avenue to 20th Street.

SCHEDULE "B"

BRITISH COLUMBIA ELECTRIC RAILWAY CO. LTD.

Hastings & Carrall Sts.
Vancouver, B.C.,
September 30, 1936.

Mayor F. J. Hume,
City Hall,
New Westminster, B.C.

Dear Sir:

My Transportation Manager, Mr. Arnott, has reported to me concerning a meeting which he attended at your request in your office yesterday morning when certain matters brought forward by the New Westminster Board of Trade and Members of your Council were discussed concerning the proposed bus agreement being negotiated between your Council and my Company.

A number of the matters which came up for discussion had already been the subject of discussion between us during the past two or three months and upon which I believe a clear understanding exists. At your request, however, I propose herein to refer briefly to the matters raised at yesterday's meeting with the idea of clarifying the points then discussed. I shall deal first with those subjects referred to in a letter to yourself from the New Westminster Board of Trade dated 24th September.

Re PARAGRAPH 6 OF PROPOSED BUS AGREEMENT:

This paragraph relates to the sum of \$3,100.00 which the Company is obligated to pay annually for bus and drivers' licences.

The amount is considerably higher than the City would be entitled to charge under the Municipal Act and was mutually agreed upon with the end in view that in changing over from street cars to buses the City would continue to receive the same amount of revenue from the Company as it does at the present time. If at some later date additional bus routes to those already defined in the proposed bus agreement are contemplated the Company will expect to pay an annual fee for such additional operations over and above the \$3,100.00 referred to in Paragraph 6. The fees to be charged for such additional bus operations are within the control of the City Council under the terms of the Municipal Act.

Re PARAGRAPH 7 OF PROPOSED BUS AGREEMENT:

This paragraph makes provision for my Company having to apply to the City for motor bus and drivers' licences annually for a period of twelve years.

My understanding of this paragraph is that each year for twelve years my Company must apply to the City for motor bus and drivers' licences and pay therefor annually the amount of \$3,100.00. The only condition which would not make it obligatory on the part of the Company to apply for licences would be in the event of the City deciding to operate a passenger bus service itself or licensing another passenger bus service within the City so as to create competition with the Company's motor bus service.

The particular licences referred to in Paragraph 7 are municipal in character and have no reference whatever to bus licenses issued by other authorities.

Re PARAGRAPH 9 OF PROPOSED BUS AGREEMENT:

This paragraph relates to the Company providing motor buses of modern design and having modern equipment.

This paragraph seems to speak for itself. I have already intimated to you and your Council that it is the Company's intention should the agreement be executed to purchase new equipment for operation in New Westminster City. In making such a purchase it would obviously be in the Company's own best interest to obtain the most modern type of buses available at the time the order for bus equipment is placed.

Re PARAGRAPHS 10 AND 11 OF PROPOSED BUS AGREEMENT:

These two paragraphs set out the routes of the proposed bus services and the minimum services which our Company must operate thereon.

The routes of the proposed bus services speak for themselves. The minimum services set out in the agreement correspond with the schedules at present operated on the street railway system. If by the operation of buses additional travel is created, then obviously it would be in the Company's interest equally with that of the City to provide a service which would reasonably care for the travel offering.

With regard to the question of additional bus routes to those specifically defined in the proposed agreement, this is a matter which either party may raise at any time. My Company has already agreed to experiment with a cross-town line which represents an additional service to that at present operated by its street railway system. Any additional routes I feel must be the subject of later discussion between us.

Re PARAGRAPH 12 OF PROPOSED BUS AGREEMENT:

This paragraph relates to the operation of Route No. 4 and being a cross-city route to be operated experimentally for at least one year.

The initial operation of such a cross-town line by its very nature must be considered experimental. It is my Company's hope that it will justify itself from a revenue point of view and permit of its continuation beyond the period of one year mentioned. In determining the revenue from such an experimental line it will be my Company's practice to make revenue adjustments for passengers presenting transfers from other lines to the cross-town line as well as passengers receiving transfers from the cross-town line to other lines.

Some reference was made at yesterday's discussion to the route of the cross-town line. If at any time during the experimental period the Council desires to make slight alterations in the routing in order that it might better serve the people in the districts through which it operates, I think you will find my Company quite willing to meet the Council's wishes.

Re PARAGRAPH 13 OF PROPOSED BUS AGREEMENT:

This paragraph deals with the question of fares and transfers.

While it is true no provision is made in the agreement dealing with the granting of transfers as between the bus services of New Westminster City and the eastern section of Burnaby Municipality at present served by existing through street railway, known as the Sapperton-Edmonds line and the Sixth Street-Highland Park line I should like to take this opportunity of confirming what I have already conveyed to you verbally that the Company has no intention of changing the existing transfer arrangement at present in effect should the proposed bus agreement be executed.

With regard to the continuance of a passenger service to Fraser Mills should the proposed bus agreement with your City become operative, I should advise that my Company at the present time is negotiating with the Provincial Government for authority to operate buses to Fraser Mills, thereby

providing for a bus service to supplant the existing street railway service operated by my Company in the Municipalities of Coquitlam and Fraser Mills.

Re PARAGRAPHS 15 AND 16 OF PROPOSED BUS AGREEMENT:

These two paragraphs relate to the subject of revision of fares.

The Board of Trade suggests that a maximum figure for fares should be fixed by agreement, which figure could not be exceeded during the continuance of the agreement even by a Board of Arbitration. Such a provision would be most unusual and decidedly one-sided. If a maximum figure were inserted then it would be equally fair for me to suggest that a minimum figure also be inserted. I feel that Paragraphs 15 and 16 reasonably care for the interests of both parties affected by the agreement.

Re PARAGRAPH 18 OF PROPOSED BUS AGREEMENT:

No provision is made in the agreement which will permit of it being assigned, and it is my understanding that it is not assignable.

Re PARAGRAPH 20 OF PROPOSED BUS AGREEMENT:

This paragraph provides that the Company shall be entitled to continue to operate and maintain certain of its interurban train operations along and across the streets of the City following the routes along which they are at present operated.

Under existing conditions these interurban services are operated independently of the city street railway system and I believe play an important part in the life of the City of New Westminster. It is unreasonable to suggest that the rights relating to these interurban services should automatically expire with the bus agreement. No such condition exists at the present time as between the Company's street railway operations and interurban train services and any such change suggested by the Board of Trade is not viewed favourably by my Company.

Re PARAGRAPH 21 OF PROPOSED BUS AGREEMENT:

This paragraph was inserted in the agreement at the express request of your Council.

Re BUS TERMINALS:

The Company does not contemplate the construction of any bus terminals in connection with the change-over from street cars to buses. It will be necessary, however, for my Company to construct a car shed building on its Burnaby Lake right of way property at Sapperton for the housing and inspection of interurban trains at that point.

Now with regard to certain points raised by Members of your Council at the meeting herein referred to:

QUEENSBORO BUS SERVICE:

It was suggested that this bus service should operate to the southwest city limits of the City instead of only to Jardine Street, the existing terminus of the present street car service. My Company views favourably the operation of this additional service

CAR TRACK ON BEGBIE STREET:

It was suggested that the use of track on Begbie Street be discontinued under the proposed bus agreement. It was believed that such abandonment would lend itself to improved conditions not only on Begbie Street but also on Columbia Street immediately in front of our Terminal Building in New Westminster City. Such abandonment would necessitate the installation of one or two small pieces of track, one off Columbia Street to connect with the northerly track in our Terminal Building train shed and the other small

piece of track connecting our northerly train shed track with our existing tracks on Front Street. If the City would approve of the installation of these two small pieces of track, then on our part we would be willing to discontinue operation over track on Begbie Street as well as on Columbia Street in front of our Terminal Building.

FREE TRANSPORTATION FOR FIREMEN:

The proposed bus agreement makes provision for free transportation for firemen when in uniform. It was pointed out at the meeting yesterday that these men are frequently called during off-duty periods to perform inhalator and other services and my Company was asked if it would extend free transportation to these men when acting in such capacities on presentation of a badge. In reply to this request I should advise that my Company looks favourably on this suggestion.

B.C. ELECTRIC EMPLOYEES:

To remove any doubt that may exist as to the Company's attitude towards its New Westminster street railway employees in the event of a change-over from street cars to buses, I should like to take this opportunity of informing you that it will be the Company's policy to give every reasonable consideration to these men. In fact, I would go so far as to say that no employee will be dropped from its rolls as a result of the changed transportation system. As far as possible it is the Company's intention to utilize its present street railway employees in motor bus service. I anticipate that under bus operation the number of men employed by the Company will be greater than it is at the present time, and in employing new men in the service we are willing to give preference to residents of New Westminster City provided such applicants can qualify for such work.

I trust that I have covered the various matters which were the subject of discussion between my Representative and your Council yesterday morning.

Yours faithfully,

"W. G. MURRIN,"
President.

SCHEDULE "C"

BRITISH COLUMBIA ELECTRIC RAILWAY CO., LTD.

Hastings and Carrall Streets,
Vancouver, B.C.,
November 17th, 1936.

Office of the President.

Gordon S. Wismer, Esq., M.L.A.,
Chairman,
Private Bills Committee,
Parliament Bldgs.,
Victoria.

Dear Sir:

I am writing you with reference to my letter of September 30th, 1936, addressed to Mayor F. J. Hume of New Westminster, on the subject of a proposed Agreement between the City of New Westminster and my Company, regarding the establishment of a bus service in New Westminster, and which Agreement has since been executed by the parties and together with covering By-law is now set out in full in By-law No. 52 introduced by you in the

1936

NEW WESTMINSTER BY-LAW VALIDATION. CHAP. 63

(Second Session)

Provincial Legislature and which Bill was before the Private Bills Committee today.

I wish to assure you on behalf of my Company and you may accept this letter as an assurance from my Company that any promises and undertakings given by me in that letter will be carried out by my Company in the event of the said Bus Agreement and By-law set out in the Bill coming into effect.

Yours truly,

(Signed) W. G. MURRIN,
President.

VICTORIA, B C

Printed by CHARLES F. BARNARD, Printer to the King's Most Excellent Majesty
1936