



CHAPTER 75.

An Act to Ratify and Confirm By-law No. 408 of the Corporation of the District of Saanich, and an Agreement and a Confirmatory Agreement both made on the 19th Day of July, 1928, Between The Corporation of the District of Saanich and John Samuel Henry Matson.

[Assented to 20th March, 1929.]

WHEREAS John Samuel Henry Matson, of the City of Victoria, Preamble.
in the Province of British Columbia, has presented a petition praying for the enactment of legislation ratifying and confirming By-law No. 408 of The Corporation of the District of Saanich, and an Agreement made and entered into between the said The Corporation of the District of Saanich and John Samuel Henry Matson in pursuance of such by-law on the nineteenth day of July, 1928, and an amending Agreement between said parties made on the said nineteenth day of July, 1928:

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 the Province of British Columbia, enacts as follows:—

1. By-law No. 408 of The Corporation of the District of Saanich, By-law No. 408
ratified and
confirmed.
being "Transportation By-law, 1928," as set out in Schedule "A" hereto, is ratified and confirmed and is declared to be valid and binding on all parties.

2. The Agreement executed between the said The Corporation of the District of Saanich and John Samuel Henry Matson bearing date the nineteenth day of July, 1928, as set out in the said by-law is Agreement ratified
and confirmed.

ratified and confirmed and is declared to be valid and binding on all parties.

Confirmatory
Agreement
declared valid.

3. The Confirmatory Agreement made between the said The Corporation of the District of Saanich and the said John Samuel Henry Matson as set out in Schedule "B" hereto is ratified and confirmed and is declared to be valid and binding on all parties.

Short title.

4. This Act may be cited as "Saanich Transportation By-law Confirmation Act, 1929."

SCHEDULE "A"

THE CORPORATION OF THE DISTRICT OF SAANICH

BY-LAW No. 408.

A BY-LAW RELATING TO THE TRANSPORTATION OF PASSENGERS WITHIN THE MUNICIPALITY.

The Municipal Council of The Corporation of the District of Saanich enacts as follows:

1. The Corporation of the District of Saanich shall enter into an agreement with one John Samuel Henry Matson in words and figures following, namely:

ARTICLES OF AGREEMENT made this day of , 1928:

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH, in the Province of British Columbia, hereinafter called "the Corporation" OF THE FIRST PART

and

JOHN SAMUEL HENRY MATSON, News Publisher, of the City of Victoria, in the Province of British Columbia, hereinafter called "the Second Party" OF THE SECOND PART.

WHEREAS the Second Party has contracted to take over the bus line of the Corporation known as the Lake Hill Bus Line and has agreed to take over the whole of the passenger transportation within the Municipal Limits of the Corporation and to equip and maintain the same for the period of time and upon the conditions in this agreement contained:

NOW THEREFORE THIS AGREEMENT WITNESSETH that it is agreed between the Corporation and the Second Party in manner following, that is to say:

1. The Second Party shall forthwith establish and equip a system of coach lines and bus lines for the carriage of the whole of the passenger traffic within

the Municipal Limits of the Corporation and shall maintain and operate the same for the full period of twenty (20) years from the date of this agreement and for such further periods, if any, of renewal as herein provided for.

2. The Corporation doth hereby in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00) now paid by the Second Party unto the Corporation, grant, transfer, sell and assign unto the Second Party absolutely all that the said Lake Hill Bus Line, together with all of the buses, equipment, tools and all other the assets and undertaking thereof.

3. The Corporation in consideration of the premises and the agreements of the Second Party herein contained hereby grants unto the Second Party the exclusive right and authority for the full period of twenty (20) years from the date of this agreement and for any further or renewed periods which may be provided for under the terms of this agreement to operate vehicles for the carriage of passengers and to be used or ply for hire within the limits of the Corporation, and during such times no other person shall be granted or have any right to carry passengers and to ply for hire within the Municipal Limits of the Corporation: Provided that nothing herein shall apply to the case of a hiring by a person or persons of a taxi cab or other vehicle for private uses, or to the plying for hire of a vehicle in any such case.

4. The Council of the Corporation shall have the right to draw to the notice of the Second Party any changes or improvements which they may consider should be made, or to place before the Second Party any complaint that may concern any of the operations of the Second Party, and the Second Party shall do everything possible to conform to the suggestions from the Municipal Council thereon, and either party shall have the right at any time to lay any claim before the Public Utilities Board whose decision on the matters of any such claim shall be final and binding upon all parties.

5. That upon the establishment in British Columbia of a Public Utilities Board or Commission or other body having the functions thereof, and until such time the Lieutenant-Governor-in-Council, shall have complete and full jurisdiction upon all matters of rates, insurance, service, routes, rules and regulations, and where in this agreement the words "Public Utilities Board" are used, the same shall mean any such board or commission, and until the establishment of the same the Lieutenant-Governor-in-Council.

6. The Second Party may also operate vehicles for the transportation of express and freight during the period of his franchise hereunder.

7. The Second Party shall not be obliged to carry in any of his passenger vehicles any packages exceeding the weight of twenty-five (25) pounds for any one passenger, and may refuse to allow passengers to bring with them any article that may cause inconvenience to other passengers or occupy space for accommodation of passengers, and generally to make rules and regulations for the conduct and care of passengers.

8. During the period of the franchise herein granted the Second Party will carry school children within the Municipal Limits of the Corporation at the same percentage of fare as charged for school children by other public service corporations within the Province of British Columbia.

9. At the end of the said period of twenty (20) years the Corporation shall have the right to take over the whole of the undertaking of the Second Party at the value of the assets thereof to be fixed in default of agreement by arbitration in manner hereby appointed, and if the Corporation shall not desire to take over the same, then the exclusive franchise hereby granted unto the Second Party shall continue until such time as the same shall be ended as herein provided, but the Corporation shall at any time thereafter have the right to terminate and bring such franchise to an end by the giving of five (5)

years' notice, such notice to be in writing and to be given in any year, and the franchise to be terminated and at an end after the expiration of five years from the first of January following the giving of such notice.

10. That if at any time during the period of franchise hereby granted the Second Party shall be unable to continue his operations and shall so advise the Corporation, or if the Corporation shall obtain a certificate from the Public Utilities Board that in the opinion of such Board the Second Party is unable further to carry on his operations, then in any such case the Corporation shall have the right to take possession of all of the coaches, buses, vehicles and equipment and such other of the assets of the Second Party's undertaking as may be necessary and to operate the same without remuneration unto the Second Party for the period of six (6) months or such further time as the Public Utilities Board may certify to be required to enable the Corporation to establish a Municipal System or to obtain some other person or corporation to take over transportation within the Municipal Limits of the Corporation. Provided that within the said period of six (6) months or longer time that may be granted by the Public Utilities Board the Corporation shall have the right to take over the whole of the assets and undertaking of the Second Party at a valuation to be fixed as herein provided.

11. If at any time the value of the undertaking and assets of the Second Party shall require to be determined, the same shall be submitted to the arbitration of three (3) arbitrators in pursuance of the Arbitration Act or other Act in force for the time being regarding arbitration. Each of the parties hereto shall name an arbitrator and the umpire shall be named by the Public Utilities Board and the decision of the majority of such arbitrators shall be final and binding upon the parties hereto.

12. The Second Party shall have the right to incorporate, promote and organize a company for the taking over of all of the rights of the Second Party under this agreement and such company shall in all respects stand in the place of the Second Party.

13. This agreement shall be binding upon and enure to the benefit of the Corporation and its successors, and the Second Party and his heirs, executors, administrators and assigns, and shall be submitted to the electors within the Municipal Limits of the Corporation for assent in conformity with the provisions of the Municipal Act, and shall be validated by an Act of the Legislature of the Province of British Columbia to be applied for by the Second Party with the assent of the Corporation.

IN WITNESS WHEREOF the Corporation has caused its Corporate Seal to be hereunto affixed attested by the hands of its proper officers in that behalf, and the Second Party has hereunto set his hand and seal the day and year first above written.

The Corporate Seal of THE CORPORATION OF THE DISTRICT OF SAANICH was hereunto affixed in the presence of:

Signed, Sealed and Delivered by JOHN SAMUEL HENRY MATSON in the presence of:

2. After the assent of the electors has been given to this By-law pursuant to the provisions of the Municipal Act, it shall be lawful for the said Corporation to execute and deliver the agreement hereinbefore set forth and on execution thereof by both parties thereto the said agreement shall be deemed to form part of and shall be read with this By-law, and the Municipal Council shall

thereupon be authorized and empowered to carry out, perform and fulfil the said recited agreement and to do all things necessary to fully effectuate the same.

3. This By-law may be cited as the "Transportation By-law, 1928."

Passed by the Municipal Council this 25th day of June, 1928.

"WILLIAM CROUCH,"

Reeve.

"R. R. F. SEWELL,"

Clerk of the Municipality.

SCHEDULE "B"

ARTICLES OF AGREEMENT made this 19th day of July, 1928:

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH, in the Province of British Columbia, hereinafter called "the Corporation" OF THE FIRST PART

AND

JOHN SAMUEL HENRY MATSON, News Publisher, of the City of Victoria, in the Province of British Columbia, hereinafter called "the Second Party" OF THE SECOND PART.

WHEREAS the parties hereto have this day entered into an agreement in the form, words and figures provided for by By-law No. 408 of the Corporation, which By-law was duly submitted to and assented to by the electors of the Corporation:

AND WHEREAS in such agreement it is provided that the same shall be validated by an Act of the Legislature of the Province of British Columbia to be applied for by the Second Party with the assent of the Corporation, and the Second Party has undertaken and agreed that in applying for the validation of the same the said agreement shall be added to and amended as herein provided:

NOW THEREFORE THIS AGREEMENT WITNESSETH that it is hereby agreed by and between the parties hereto in manner following, that is to say:

1. It is agreed that there shall be added as a further clause to the agreement after the end of Clause 5 thereof the following:

5A. It is a condition of this agreement that the Second Party shall maintain in all districts a schedule of trips not less than is now maintained therein and that the rate of fares in such districts shall not be increased in any wise without the consent of the Municipal Council of the Corporation, or by order of a Public Utilities Board at a hearing whereof the Corporation is represented.

2. There shall be added to the end of Clause 11 of the said agreement the following:

The umpire to be named by the Public Utilities Board shall be a person satisfactory to both parties to this agreement, and in the event of dissatisfaction with the person proposed to be named as umpire, then the Corporation shall have the right to nominate any one of the Justices of the Supreme Court of British Columbia to act as umpire.

3. It is agreed that in applying for validation of the said agreement provision shall be made in the validating act either for the including of the above provisions therein or for the amending of the agreement in the manner above provided for.

4. That the said agreement of the 19th day of July, 1928, entered into in pursuance of the said By-law No. 408 shall be deemed to be modified and amended to conform to the within terms and provisions.

IN WITNESS WHEREOF the Corporation has caused its Corporate Seal to be hereunto affixed attested by the hands of its proper officers in that behalf, and the Second Party has hereunto set his hand and seal the day and year first above written.

<p>The Corporate Seal of THE CORPORATION OF THE DISTRICT OF SAANICH was hereunto affixed in the presence of:</p> <p>CORPORATION OF THE DISTRICT OF SAANICH</p> <p>[SEAL]</p> <p>INCORPORATED 1906</p> <p>WILLIAM CROUCH,</p> <p>Reeve.</p>	}	<p>R. R. F. SEWELL,</p> <p>Clerk.</p>
<p>SIGNED, SEALED AND DELIVERED by JOHN SAMUEL HENRY MATSON in the presence of:</p> <p>A. G. HAWKINS.</p>	}	<p>J. S. H. MATSON [Seal]</p>

VICTORIA, B.C.:

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1929.