

69, 1935

In the Privy Council.

No. 37 of 1934.

ON APPEAL FROM THE SUPREME COURT  
OF CANADA.

IN THE MATTER of The Municipal and Public Utility Board Act, and  
IN THE MATTER of an Order of the said Board dated 31st July 1931,  
whereby Winnipeg Electric Company was directed to contribute to  
certain costs of Main Street and Norwood bridges and approaches  
thereto.

BETWEEN

THE CITY OF WINNIPEG AND THE CITY OF  
ST. BONIFACE (APPLICANTS) - - - - *Appellants*

AND

WINNIPEG ELECTRIC COMPANY (RESPONDENT) - *Respondent.*

RECORD OF PROCEEDINGS.

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# In the Privy Council.

No. 37 of 1934.

## ON APPEAL FROM THE SUPREME COURT OF CANADA.

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IN THE MATTER of The Municipal and Public Utility Board Act, and  
IN THE MATTER of an Order of the said Board dated 31st July 1931,  
whereby Winnipeg Electric Company was directed to contribute to  
certain costs of Main Street and Norwood bridges and approaches  
thereto.

BETWEEN

THE CITY OF WINNIPEG AND THE CITY OF  
ST. BONIFACE (APPLICANTS) - - - - *Appellants*  
AND  
WINNIPEG ELECTRIC COMPANY (RESPONDENT) - *Respondent.*

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### RECORD OF PROCEEDINGS.

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No. 1.

**Joint Application of Appellants to the Municipal and Public Utility Board.**

IN THE MATTER of the construction of a bridge over the Assiniboine  
River at Main Street by the City of Winnipeg, and

IN THE MATTER of the construction of a bridge over the Red River,  
by the Cities of Winnipeg and St. Boniface, connecting Main street  
in the City of Winnipeg with the district known as Norwood in  
St. Boniface, known as the Norwood Bridge, and

10 IN THE MATTER of the use of said bridges for the purposes of the street  
railway operations of the Winnipeg Electric Company, and also  
the use of said bridge over the Assiniboine River for the purposes  
of its motor buses as auxiliary to the street railway system, the  
electric light and power utility, and the gas utility of said Company.

The Cities of Winnipeg and St. Boniface hereby jointly make applica-  
tion to the Municipal and Public Utility Board for an order of the Board

*Before the  
Municipal  
and Public  
Utility  
Board.*

No. 1.  
Joint  
application  
of  
Appellants  
to the  
Municipal  
and Public  
Utility  
Board.  
19th March  
1931.

*Before the  
Municipal  
and Public  
Utility  
Board.*

No. 1.

Joint  
application  
of  
Appellants  
to the  
Municipal  
and Public  
Utility  
Board.  
19th March  
1931—*con-  
tinued.*

defining or prescribing the terms and conditions upon which the Winnipeg Electric Company shall or may use for the purposes of the street railway system of the Company the bridge now being constructed by the two said Cities over the Red River, connecting Main Street in the City of Winnipeg with the district known as Norwood in the City of St. Boniface; and the City of Winnipeg hereby makes application to the Municipal and Public Utility Board for an Order of the said Board defining or prescribing the terms and conditions upon which the Winnipeg Electric Company shall or may use for the purposes of its street railway system, motor buses as auxiliary to its said street railway system, electric light and power utility, and gas utility, a certain bridge now being constructed by the city of Winnipeg over the Assiniboine River at Main Street. 10

The said Cities of Winnipeg and St. Boniface will read and refer to "The Municipal and Public Utility Board Act," being Chapter 33 of 16 George Fifth (Manitoba), also By-Law 543 of the City of Winnipeg, and 55 Victoria, Chapter 56 (Manitoba), being "An Act to Incorporate the Winnipeg Electric Street Railway Company" and to confirm said By-Law 543 of the City of Winnipeg. They will also refer to certain correspondence between the Winnipeg Electric Company and officials and aldermen of the City of Winnipeg relating to a contribution to be made by the Company towards the cost of constructing said bridges, and also relating to the use of said bridges by the street railway system of the Company, and in so far as the City of Winnipeg is concerned, relating to the use by the Company of the bridge over the Assiniboine River for the purposes of its motor buses as auxiliary to its said street railway system, electric light and power utility, and the gas utility of the Company; and will also read certain agreements made between the City of Winnipeg and the Company relating to the operation of motor buses on Main Street and River Avenue in the City of Winnipeg, and certain resolutions of Council in connection therewith; and will also read certain draft agreements made between the City of Winnipeg and the Company for the use by the Company of the property of the City at or near to said bridge, and also the use of the said bridge for the purposes of the electric light and power utility of the Company, and certain correspondence between officials of the City and the Company, relating to the use by the Company of the said bridge over the Assiniboine River by the gas utility of the Company; and such other documents and matters as counsel may advise or the Board may require. 20 30

Dated this 19th day of March, A.D. 1931.

J. PREUDHOMME, 40  
Solicitor for the City of Winnipeg.

F. TRAFFORD TAYLOR,  
Solicitor for the City of St. Boniface.

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No. 2.

Evidence of J. V. Scott.

Before the  
Municipal  
and Public  
Utility  
Board.

This is the evidence, etc., submitted upon this application, heard before The Municipal and Public Utility Board at the Law Courts, Winnipeg, on the 15th, 20th, 21st and 29th days of May, 1931.

No. 2.  
Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

- Present : W. R. Cottingham, Esq., K.C. ... .. Chairman.
- D. L. Mellish, Esq. ... .. Member.
- G. H. Balls, Esq. ... .. Member.
- J. Preudhomme, Esq., K.C., for the City of Winnipeg.
- F. T. Taylor, Esq., for the City of St. Boniface.
- R. D. Guy, Esq., K.C., for the Winnipeg Electric Company.

Mr. GUY : Before we go into the evidence, Mr. Chairman, I take it that the onus will be on these parties to establish that the extension is reasonable and practicable and will furnish sufficient business to justify the construction and maintenance of the same, and that the financial condition of the company reasonably warrants the expenditure required.

THE CHAIRMAN : You may reserve your argument on that. We will take the evidence subject to your general objection.

Mr. PREUDHOMME : I can easily reply to that. I say the onus will be shifted after we have established certain facts. Then it will be on Mr. Guy.

Mr. GUY : I submit the Board has no jurisdiction until that is shewn.

THE CHAIRMAN : We will note your objection. All right, Mr. Preudhomme.

J. V. SCOTT, having been first duly sworn, deposed as follows :

J. V. Scott.  
Examina-  
tion.

EXAMINED BY MR. PREUDHOMME :

Q. Mr. Scott, you are one of the members of the staff of the Civic Department, City of Winnipeg?—A. Yes. I am Assistant City Surveyor.

Q. And as such you have made a check of the population in a certain district of the City, in connection with street car service?—A. Yes.

Q. What district did you cover?—A. The district between the Assiniboine and Red Rivers, lying a quarter of a mile west of Main Street South.

Q. Have you got a plan there, showing the district?—A. Yes.

Q. What population did you find existing in that district?—A. The population, according to last year's figures, was 653, from which there is a deduction of twenty per cent, the figure used by the City Assessment Department to take care of children under school age. That gives a reduction of 131, making a population of 522.

Q. That is a quarter of a mile from Main Street?—A. Quarter of a mile from Main Street South.

Before the  
Municipal  
and Public  
Utility  
Board.

Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

No. 2.  
J. V. Scott.  
Examina-  
tion—con-  
tinued.

Cross-exa-  
mination.

Q. Is there a street car track on Main Street South?—A. Not at the present time.

Q. There is a track there, is there not?—A. I don't know. There is, if it has not been taken up.

Q. There is no street car service over the track?—A. No.

Mr. Commissioner MELLISH: This gentleman operates in that district, he is a surveyor there, and he does not know whether there is a street car track there?

Mr. PREUDHOMME: He is not proving that. He is proving the population, that is all. 10

WITNESS: I have not been on Main Street South for two or three months. It may be there yet, for all I know.

BY MR. PREUDHOMME:

Q. That district does not include Broadway?—A. No. There is a small district lying between the Assiniboine River and Assiniboine Avenue which has a population of thirty-one. It would take you past the street car barns, Main Street South.

Q. Suppose you went back to Broadway—you have not got that information?—A. No.

Q. Could you get that information?—A. Yes, certainly, it could be got. 20

Q. There is no doubt there is street car service up to Broadway?—A. Oh, absolutely.

Q. And if you went back to Broadway, you could get a radius of a quarter of a mile west into that district?—A. Yes.

Q. Would you get that for me?—A. Yes.

CROSS-EXAMINED BY MR. GUY:

Q. Where did you get your figures? You spoke of last year's figures?—A. These figures are taken from the official field books of the Assessment Department of the City of Winnipeg. That was made around June or July. 30

Q. You are not in charge of the books?—A. No I have nothing to do with that particular department whatever. I had access to the original records.

Q. Could you of your own knowledge draw a plan, showing where this population lay?—A. Yes. It is right here (indicating on plan).

Q. A quarter of a mile from where?—A. From Main Street South.

BY MR. PREUDHOMME:

Q. What is your northerly limit?—A. The northerly limit is the Assiniboine River. That is for the 522.

Q. And that is between?—A. Between the rivers, lying between 40 Main Street South and a quarter of a mile west.

Q. That takes in all the district between the rivers to the east of the red line shown on this map?—A. Yes.

(Map referred to marked "Exhibit I.")



BY MR. GUY :

Q. The bridge commences at Bell Avenue, does it not?—A. Yes.

Q. Can you tell me what portion of that 522 resides north of Bell Avenue?—A. I could tell you in a few minutes time.

Q. Well, you can get it for us. Take a note of it.

THE CHAIRMAN : We want to avoid bringing him back again, if possible.

MR. PREUDHOMME : I think he might just as well find out everything Mr. Guy wants to know.

10 WITNESS : I can give it you now in a few minutes.

MR. GUY : I want to know, because, you see, a quarter of a mile from Main Street to Norwood bridge is out this way. Once you get past Bell avenue you are more than a quarter of a mile. I want to know what the population is north of Bell avenue.

THE CHAIRMAN : Is not this somewhat vitiated as an argument by the service on Broadway and the bus service on River avenue? These people are not without service.

MR. PREUDHOMME : That is not the point. I am relying on the clause in the Charter that says specifically you can get the extension whether  
20 there are other services or not.

THE CHAIRMAN : But these people are getting street car service on Broadway.

MR. PREUDHOMME : But we can get extension of street car service into the district, if there is the population.

WITNESS : There would be eighty-two south of Bell avenue, to come out of that.

MR. GUY : That is all.

THE CHAIRMAN : Well, what will be next, Mr. Preudhomme? There is not much to be gained, if you have to revise your figures. Shall we  
30 agree that the next time we meet we will go on with the thing formally? Apparently we cannot get anywhere by discussion.

MR. GUY : No, it is impossible to get anywhere.

THE CHAIRMAN : We will adjourn, then, until Tuesday afternoon at 2.30.

CHAIRMAN : Mr. Preudhomme, you have conduct of the case?

Mr. Preudhomme calls Mr. B. W. Parker; files map of part of City of Winnipeg, Exhibit 1.

*Before the  
Municipal  
and Public  
Utility  
Board.*

Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

No. 2.  
J. V. Scott.  
Cross-exa-  
mination  
— continued.

Before the  
Municipal  
and Public  
Utility  
Board.

## No. 3.

## Evidence of B. W. Parker.

MR. B. W. PARKER is sworn.

Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

No. 3.  
B. W.  
Parker.  
Examina-  
tion.

Q. Mr. Parker, you are a Bridge Engineer?—A. Yes, I am.

Q. How long have you been engaged in that kind of work?—A. 21 years.

Q. You are a qualified man?—A. Yes.

Q. Did you have a degree?—A. My education is McGill College, Montreal.

Q. I believe you are a Consultant now—consulting work?—A. Yes. 10

Q. Have you been consulted by the Cities of Winnipeg and St. Boniface in the construction of the Norwood Bridge—over the Red River?—A. Yes, I was appointed Consulting Engineer for that construction.

Q. Have you for Assiniboine?—A. No.

Q. Did you design the bridge?—A. No, I checked the design.

Q. You checked the design?—A. Yes, I did.

Q. In the design of the bridge—can you tell us whether any provisions have been made for Street Railway service over it?—A. Yes, 50-ton street cars—double track.

Q. A double track?—A. Yes. 20

Q. Why 50-ton street cars?—A. In designing a bridge it is natural to suppose the bridge is going to be up for a long period and it is usually assumed that the heaviest weight of car might, at some future date pass over it—therefore that weight of car is used in designing the construction of a bridge.

Q. You say—it is used? A common practice?—A. That's our opinion in engineering work.

Q. Has the design of the bridge—of the Norwood bridge been made to allow for 50-ton street cars?—A. Yes, that is how we construct now.

Q. Have you any figures as to what it would cost for 50-ton street car service over and above what it would cost without street car service?—A. Yes—I prepared figures—I think I have a copy here—Mr. Taylor has a copy now. 30

Exhibit No. 2 filed.

Q. I show you a copy of letter—figures of the bridge proper, South approach and North approach, dated May 20, 1931.

Mr. GUY to Mr. PREUDHOMME: Are these the figures you gave me?

Mr. PREUDHOMME to Mr. GUY: No, they do not seem quite the same.

Mr. GUY: I thought you put in copy—the same as you gave me?

Mr. PREUDHOMME: These were handed to me. 40

Mr. PARKER: I checked that report through and this is a condensed form of it. I am talking about the Norwood Bridge only. I think the other report includes Main Street Bridge.

Mr. PREUDHOMME: Q. Yes—I see that these items in this Exhibit No. 2 deal with additional steel and lift-span counter weights, paving, trolley poles and track construction—with which of these are you most familiar?—A. The steel, the rest is supplied by the Winnipeg Electric and City.

Q. Can you designate what is supplied by the Winnipeg Electric Railway?—A. What is supplied by Winnipeg Electric Railway—the track and overhead construction.

Q. The track construction—that was the only point—Trolley Poles  
10 were got from price on poles themselves?—A. Paving was secured from City.

Q. Additional steel and lift-span counter weights are yours?—A. I might state how that was arrived at—span was designed for street cars as it stands to-day and an additional design was made without street cars just as if built for ordinary traffic. Difference between weight of two constitutes 117 tons, price \$160.00. Amount showing \$21,700.00 includes 2500 of additional counter weights in bascule—extra weight of steel is to be balanced.

Q. Where is this additional steel put?—A. In the stringers 4-B-2—it  
20 crosses right through the bridge—the majority of the weight is in the floor.

Q. You did not work on the floor at all?—A. No, I did not subdivide it because the way we arrived at it was to simply design the bridge complete without car tracks and then take present weight—estimate rate simply taking difference between two.

Q. I understand you now so far as the approach is concerned—all figures shown apply to the approach as your actual work.—A. No.

Q. Did you make any estimates with respect to Main Street Bridge?—  
A. No, I did not examine it—although I did go over it—I just went over it roughly, but not having anything to do with that particular construction.

Q. It is similar to other construction?—A. Almost identical.

Q. Yes—I believe you were engaged at one time with the Bridge  
Company that is supplying steel for the bridge?—A. Yes, for 21 years.

Q. Who is their expert now?—A. Mr. H. M. White.

Q. Do you know him?—A. Yes, and I think he is a good engineer.

Q. Have you consulted him?—A. Yes, I spent two hours with him  
this morning.

Q. And did you check these figures with him?—A. Yes.

Q. It has been suggested, Mr. Parker, that a 25 ton car is a more  
40 logical car for which provision can be made because of the fact that that weight of car is likely to be used—what have you to say about that?—A. I am not very well up on Street Railway matters, but it might be a good point—but in designing a bridge it is usually prepared for anything in the future that might be called upon to cross it in the nature of a trolley.

Q. As an expert, would you take the risk for only a 25-ton car?—A. No.

Q. Could you devise for the City of St. Boniface and the City of Winnipeg what you would advise?—A. No—not for the small difference in the cost.

*Before the  
Municipal  
and Public  
Utility  
Board.*

*Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)*

*No. 3.  
B. W.  
Parker.  
Examina-  
tion—con-  
tinued.*

*Before the  
Municipal  
and Public  
Utility  
Board.*

Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

No. 3.  
B. W.  
Parker.  
Examina-  
tion—con-  
tinued.

Cross-exa-  
mination.

That's all.

CHAIRMAN : Any questions, Mr. Taylor ?

Mr. TAYLOR :

*Q.* At a small difference in cost, approximately what would you say, Mr. Parker?—*A.* That figure \$21,700.00 for steel would be reduced to \$9,500.00, making a difference of about \$12,200.00.

*Q.* Would that be the total difference?—*A.* Total difference in the whole construction.

*Q.* Approximately \$12,000.00?—*A.* Yes.

*Q.* These figures set forth in Exhibit 2, Mr. Parker, you have personally examined the estimated figures yourself?—*A.* Yes, I went over same this morning? 10

*Q.* And you have a personal knowledge that these are substantially correct?—*A.* Yes, sir.

CHAIRMAN : Mr. Guy, any questions ?

Mr. GUY :

*Q.* Now, Mr. Parker, assuming that the City was building a bridge to take care of all kinds of traffic, i.e., foot passengers, horses and carriages, automobiles, trucks, road graders and all other kinds of heavy types—is there any reason why they should make provisions for one type any more than for another type?—*A.* That's a very difficult question for me to answer. 20

*Q.* Perhaps that is a question you cannot very well answer ?

CHAIRMAN : I interject there—if I understand your point—it is rather interesting Mr. Guy—a bridge designer designs a bridge to take care of a certain type of load ?

Mr. PARKER : Yes.

Mr. GUY : *Q.* Yes, a certain type of load, so that when he is designing a bridge he designs it to take care of all kinds of traffic?—*A.* In designing a bridge—if there are no street cars to take care of, there will be all kinds of traffic and vehicles, etc. 30

*Q.* I do not want to make that comparison—but I am assuming that you are going to build a bridge that will take care of all kinds of traffic—because you might build a bridge to take care of foot passengers only—ordinary traffic, automobile traffic—but if you are going to design a bridge that will be for general purposes, I think you will design it to take care of all kinds of traffic—and therefore you would design it to take care of street car traffic?—*A.* Yes.

*Q.* You would?—*A.* For this reason then—under the street car rails we would have to put much heavier stringers. 40

*Q.* If street cars were to go over the bridge you would not only construct your bridge to take care of street cars?—*A.* Yes, if they were going across it, we would design it to take care of same.

Q. You would design—when you are designing the bridge for general purposes—you would design a bridge that would take care of all classes of bridge traffic?—A. There are quantities of bridges designed that are not designed for street cars.

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Q. Yes—lots are built not for foot passengers—railway bridges are not designed for ordinary traffic—where a Municipal Authority has a duty, to take care of all kinds of traffic and is going to build a bridge, it is going to build a bridge that will take care of all kinds of traffic and street cars? Is it not?—A. That's another very hard question—I do know  
10 this, that we have designed and built bridges, wide bridges—without any preparation for street cars—because street cars would not run in that locality.

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mination  
—continued.

Q. Oh, yes, on the other hand—if on a street—the street cars were running to either end of it—you have only evaded my question—never mind about street cars not going to run over it. I am taking the case where street cars would likely run over it, or would in all probability run over it, you would design that bridge, you would certainly design it to take care of all traffic that would be going to use it?—A. Yes.

Q. And there would not be any reason to distinguish between one  
20 class and another, either?—A. Well then, there is a distinguishing point, of course, if you want to take this location into account—naturally it would be designed to take care of street cars.

Q. Perhaps you are not getting my point—where you are designing a bridge to take care of all classes of traffic, you will make your design such as will accommodate all classes?—A. Yes, if you include street cars in all classes.

Q. Because I may have some other vehicles in mind that are worse  
30 on bridges than street cars?—A. No, because bridge designed for street cars is designed for Road Rollers and all that sort of thing independently of street cars entirely. This is the type of bridge that we design as against the one where street cars go over it.

Q. I am not contrasting one with the other—and that street cars—I am trying to say—that depending upon what the future will hold forth—if we asked you to design a bridge, naturally you would design it for road rollers.—A. I understand that.

Q. Now supposing heavy vehicles were going to use it—you would have to put more construction on the bridge than you would for street cars? In other words you design a bridge according to the use for which it is going to be put. Therefore in designing a bridge where you are going to  
40 use street cars, trucks and motors you would design one to take care of all kinds of traffic. You would not consider designing the bridge for trucks and foot passengers, if only street cars were going to run over it, nor vice-versa—a general purpose bridge?—A. Yes.

Q. Now, when you were considering the construction that was to be put on this particular bridge you adopted a 50-ton street car—as a margin of safety to over 100 per cent—do you know what a street car weighs?—

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A. Yes, they run from 20 ton to 50 ton—suburban cars are quite heavy and large cars—but in town cars—they run from 20 to 25-ton.

Q. Suburban cars have never run over Norwood Bridge?—A. They might in future and that is why we use this weight when designing the bridge.

Q. That is why you use it—is that your reason for designing, a 50-ton—for a 50-ton street car because you think that suburban cars such as run on Selkirk line might be crossing?—A. They will be there for fifty (50) years—for a small matter of \$12,000.00.

Q. I want your reason because you think that car of 50-ton might go over?

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Mr. PREUDHOMME: Naturally.

Mr. GUY: Q. You did not consider the probability—you only considered the possibility?—A. Possibly that's all.

Q. Did you consider the possibility of trucks of a much heavier weight than those now being used, going over the bridge?—A. It was designed for Road Rollers, of the size that exist to-day—12 tons and over, I think up to 20 tons—that's about the heaviest Road Roller in existence at present.

Q. At the present—what about cement mixers?—A. They are not as heavy.

Q. Even loaded, not as heavy?—A. No.

20

Q. About 20 tons?—A. Yes.

Q. Now assuming that you were building a bridge which would accommodate a 25-ton street car as a loaded car, that is a loaded car—you are building a bridge now to take care of that, did you estimate what additional cost would be occasioned by putting down the tracks on the bridge apart from the weight?—A. Yes, as a matter of fact I took this from the Winnipeg Electric's own figures.

Q. Oh! Well, we have them already. You did not estimate it?

Mr. PREUDHOMME: What, the figures?

CHAIRMAN: The difference between the \$21,700.00 and the \$12,000.00?

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Mr. PARKER: Well, I took these from Winnipeg Electric figures.

Mr. GUY: Those are not all our figures then?

Mr. PREUDHOMME: I do not think that would make much difference to track. Take the ones on Portage Avenue, they are good rails. It would make no difference whether a 25-ton or 50-ton car went over it.

Mr. GUY: Q. Well, anyway you did not work on it yourself, just took the Winnipeg Electric's figures for that?—A. Well I took figures from the Winnipeg Electric's figures.

Q. What margin of safety did you allow regarding this heavy construction—of say 20-ton to the margin of safety?—A. Seventy feet of four used.

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Q. In the construction of the bridge, will the equipment when four times laid, thus tax more depreciation on the strength in years to come?—A. Swinging bridges are all built to carry four times the amount for which they are designed—alternating point all steel is half required amount.

Q. That's not what I mean—supposing your truck which you describe as 20-tons—if you are building a bridge for trucks alone what margin of safety would you allow? Would you design a bridge for 40 tons?—A. No.

Q. Well, why not?—A. Because we would not design it for over the present size.

Q. But you do for street cars?—A. But street cars are different.

Q. You distinguish between trucks and street cars?—A. No, road rollers as these are likely to increase in weight.

Q. On the other hand a car might be increased in order to accommodate 10 more passengers?—A. Well—

Q. It would be a very simple matter, of course, to make a regulation that only cars of a certain weight would go over the bridge?—A. Yes, quite so.

Q. And considering whether or not a regulation of that kind was made you would consider the possibility of heavier cars—probability of heavier cars, not possibility—well, if probability, you would construct bridge in accordance therewith?—A. Possibly.

Q. But you would design, or you did design it to take care of 50-tons cars and you would naturally have to provide a regulation regarding the 20 traffic in that case, over the bridge, and you would have to take into consideration the probability of the heavier car being required to go over it?

Mr. PREUDHOMME: Pardon, but I do not think that Mr. Parker can discuss municipal regulations.

Mr. PARKER: A. I do not think I can answer.

Mr. GUY: Q. I think we will agree that that would have to be taken into consideration.

Mr. Guy: Q. Now, I think you said that by reason of making provision for a 50-ton street car, you had to increase—at least, the cost was increased owing to the additional weight of steel—117 tons at \$160.00?—A. About 30 117 tons—steel in stringers, forebeams and girders.

Q. I did not get that—steel in stringers and girders?—A. Stringers, forebeams and girders.

Q. Taking the weight of the street car out of question, leaving the weight out—you would not have had to put them in, would you? This difference is all accounted for by the 25-ton car and 50-ton car?—A. No, not all of it.

Q. Now, can you tell us how much is accounted for by weight of car and by reason that street car is to go over it?—A. If 25-ton car, additional steel would be 53 tons.

Q. I did not get that?—A. If they were reduced to 25-tons, additional 40 steel would be 53 tons instead of 117 tons.

Q. 53 tons would have to be put in, in order to take care of such?

Mr. PREUDHOMME: No, 53 tons for 25-ton car (street car) and 117 tons for 50-ton street car.

A. Over and above the ordinary traffic.

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Cross-exa-  
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—continued.

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Parker.  
Cross-exa-  
mination  
—continued.

Re-exa-  
mination.

Mr. GUY : Q. Over and above the ordinary traffic?—A. Yes.

Q. By reason of the fact that street cars are going over it, you add 53-tons of steel to it?—A. Yes.

CHAIRMAN : Not wishing any interruption—ordinary traffic, Mr. Parker—you have certain information, certain facts in view when you think of ordinary traffic—when were these facts estimated—in other words, ordinary traffic twenty (20) years ago and ordinary traffic to-day would be different to an engineer? Specifications for bridges are altered from time to time and then certain maximum lapses are to be considered?—A. These are altered from time to time as vehicles are increased in weight. There has not been 10 a change for some period of time on them.

CHAIRMAN : Excuse me, Mr. Guy, for interrupting you.

Mr. GUY : Q. Now, can you tell me how much additional weight of steel is required in the floor itself?—A. No.

Q. You have not segregated between stringers, forebeams and girders?—A. No.

Q. Can you say whether there would be any difference—there would be some, by reason—if street car went over it—do you put more steel in same then?—A. Yes heavier stringers, I think most of the weight comes from the stringers and forebeams in a 25-ton street car. 20

Q. Why a 25-ton car?—A. Because that is the weight we are discussing now.

Q. I see. All right.

Mr. PREUDHOMME : Q. Were you notified, Mr. Parker, by the City Engineer to check figures in connection with the Main Street bridge?—A. No, I did not check, but while going over other with Mr. Aldridge, he simply mentioned that they were almost identical per foot of bridge to other constructed.

Q. Two bridges under general constructions are very similar?—A. Yes.

Mr. PREUDHOMME : Q. You make a comparison on foot of bridge—the 30 Norwood Bridge being longer?—A. Yes.

Q. And you have not got the Main Street bridge figures there?—A. No just Norwood.

Q. I show you an estimate prepared by Mr. Aldridge showing extra steel for Main Street bridge, amounting to \$12,800.00—do you remember this?—A. I think that would be very close in proportion to its length. It will run approximately to same, or very close.

Mr. BALLS : Q. Would you take it in length of bridge, or might you also take it in weight of steel in comparison?—A. Well the weight of steel is very nearly the same.

Q. Perhaps a little less because the girders are slightly shorter?—A. 40 Not these two because they are almost identical.

Mr. PREUDHOMME : Q. You would say these figures were correct?—A. I would say, as approximate figures, those figures are right.



Q. Did you discuss same with Mr. White?—A. No.

Q. You were asked some questions about design—would design not depend upon construction?—A. Absolutely.

Mr. GUY : Q. I guess that would depend on it altogether?—A. That is conclusion of the contractor.

Q. What I mean is that he is advising as an Engineer would.

Mr. PREUDHOMME : Q. Your client says, I want a bridge that will carry street car traffic?—A. The only point there is if you ask for ordinary traffic, everything outside of railway or street car—same is designed according to specifications or according to Government.

Q. You would not design it for roads on a Public Highway?—A. That matter would not be in hands of Municipality.

Mr. GUY : Q. No design where street car passes?—Let me understand that, you say that Government specifications do not give you any description as to what you are going to build?—A. Not in regard to Highway construction—railway portion is entirely dependent upon type of cars or on what is likely to cross it.

Mr. PREUDHOMME : Q. As far as Highways are concerned—certain Road Rollers and vehicles and those things are specified?

20 Mr. GUY : Q. Have you specifications?—A. No.

Mr. GUY : Perhaps you should have one.

Mr. PREUDHOMME : No?—

Mr. PARKER : A. Those specifications are recognized throughout Canada. I think the Good Roads Department have specifications, I think each Province has their own. Nearly all the Dominion know the specifications.

Q. What specifications did you go by in designing this bridge?—A. Dominion and the other.

Mr. GUY : Q. Are they the same?—A. Whichever requires the greater strength.

Q. Perhaps you could tell us which one you went by—you checked design?—A. Yes, I checked it—there were certain features, but I could not say which were used.

Mr. TAYLOR : Q. Mr. Parker, you have been familiar with Blue prints for some time?—A. Yes, a number of years.

Q. And you have a knowledge of the traffic conditions existing at the present rate—when street cars are running over a bridge—and you make examinations?—A. Yes, I make two.

Q. When was your first examination made?—A. About five years ago.

40 Q. And at that time you obtained knowledge of the conditions of traffic, street car traffic and other traffic—using the bridge five years ago? A. Yes.

Q. And then, you made your second examination—when?—A. That was made about one or one-and-a-half years ago.

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B. W.  
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Re-exa-  
mination.  
—continued.

Further  
Cross-exa-  
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B. W.  
Parker.  
Further  
Cross-exa-  
mination.  
—continued.

*Q.* Yes? Were the street cars still operating over the present construction?—*A.* Yes.

*Q.* And they have continued to operate?—*A.* Well, I advised against operation.

*Q.* Well, what were the conditions of traffic at that time as to the use of it?—*A.* Traffic was reasonably dense. It was very close to the traffic on Provencher Bridge, whereas in St. Vital and Norwood and different points further out, there is considerable traffic.

*Q.* This new bridge which is being constructed, did they carry out your own requirements of the locality which the bridge is supposed to serve? 10  
—*A.* Yes, I would think the design was sufficient to satisfy the requirements.

*Q.* You think the design was sufficient?—*A.* Yes.

*Q.* When you say you advised against the street car traffic going over, was that for all time or just a temporary period?—*A.* Just as regards the old construction.

*Q.* For what reason?—*A.* The old construction in the first place was not designed to take care of street cars.

*Q.* I see?—*A.* They were allowed to run over it and the bridge was getting in a very bad condition, and in my opinion became dangerous.

*Q.* And then certain provisions were made whereby street cars could 20  
run over it?—*A.* That is in the first instance—yes the bridge was strengthened and put in fairly good repair and tracks were improved.

*Q.* Of all your knowledge of that particular locality, you would as a bridge engineer, Consulting Engineer, consider the construction of the bridge of less strength than the new constructure?—*A.* No, because I recommended as a matter of fact that the bridge be built the way it is at the present time.

*Q.* In doing so you were taking care of the future, taking into considera-  
tion your knowledge of the existing conditions and information you have  
obtained for the past five (5) years in connection with the traffic?—*A.* Also 30  
conditions that I have seen in the last twenty (20) years in Highway Bridges  
continually getting heavier and especially where street cars have been used  
—cars have increased until recently, and I do not know about the present  
time.

Mr. GUY: *Q.* You say that street cars have increased in weight?—  
*A.* Yes, in weight and size.

That's all.



**No. 4.**  
**Evidence of W. Aldridge.**

*Before the  
Municipal  
and Public  
Utility  
Board.*

MR. W. ALDRIDGE, Assistant City Engineer, City of Winnipeg,  
sworn in.

Mr. PREUDHOMME :

Q. You are the Assistant City Engineer of the City of Winnipeg?—

A. Yes.

Q. And you have been filling that position for a number of years?—

A. Yes sir.

10 Q. How long have you been with the Department?—A. With the  
Department for 31 years.

Q. 31 years?—A. Yes.

Q. You have had a great deal of experience?—A. Yes.

Q. You have been mostly computing work for payment, etc.?—A. I  
have done, or supervised all of that.

Q. You have?—A. Yes.

Q. I believe you dictated a letter, which I will show you addressed to  
Mr. Brereton, the City Engineer?—A. Yes, I dictated that letter.

20 Q. That deals with extra work, and work on the Main Street and  
Norwood Bridges in connection with Street Railway operations?—A. It  
does.

Q. You have three sets of figures on that, Mr. Aldridge?—A. Yes.

Q. One deals with what The Winnipeg Electric Company would have to  
pay in By-law No. 543 City of Winnipeg, when it was applied to, to lay tracks  
over bridges, over these bridges in their ordinary width?—A. Yes.

Q. The other includes the extra cost over and above what it would  
cost if those street railway operations were required, as against no street  
railway operations?—A. What was that question?

30 Q. The extra cost for street railway operations, over and above if there  
were no street railway operations?—A. Yes.

Q. Third deals with the cost without street railway operations?—A.  
Yes.

CHAIRMAN : Q. Are you filing these?—A. Yes.

Exhibit No. 3 filed.

Mr. PREUDHOMME : Q. Now, Mr. Aldridge, have you heard Mr. Parker's  
evidence?—A. Yes sir.

Q. And with respect to the extra steel on the Norwood Bridge?

Mr. TAYLOR : Is that Exhibit No. 3?

Mr. PREUDHOMME : Yes.

40 Q. You got these figures from Mr. Parker, did you not?—A. No, from  
Mr. White, General Engineer of the Dominion Bridge Company.

Q. The Dominion Bridge Company are the contractors who are fur-  
nishing material for the bridge?—A. Yes.

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tion—con-  
tinued.

Q. So far as Norwood Bridge goes \$21,700.00 is the amount for extra steel. Now I notice so far as Main Street goes \$12,800.00 is the amount for extra steel—where did you get that?—A. That was got the same way.

Q. From Mr. White?—A. Yes.

Q. You have no details of how he arrives at that?—A. No, I have not.

Q. And you heard Mr. Parker say he checked it over in a general way?—A. Yes.

Q. Now, will you explain the other items—paving—how did you get that item of \$2,513.00?—A. Paving on the Norwood Bridge—on the bridge proper.

Q. You have stone and extra paving on street railway as 17 inches in width amounting to \$7,540.00?—A. That's the sum of the first two items—the extra thickness of paving in that location is approximately one-third or half of the rest of the paving.

Q. That is, one-third of this is extra thickness, at least on street car tracks, so if no street car tracks, extra thickness is \$2,513.00?—A. You mean additional foundation—no paving?

Q. Yes, depth of paving—this includes girders?—A. No girders all laid at once.

Q. Now, what is the item of poles?—A. These are poles on the bridge erected for lighting and trolley span wires—this \$714.00 represents the extra cost of such poles to take care of supporting span wires.

Q. Is there an extra bracket?—A. Extra bracket of fixing of poles—they might be centre or side? Estimate is prepared by City Hydro.

Q. They do that?—A. Yes, they will direct poles put there.

Q. At any rate this is the estimate of extra cost to accommodate trolley wires?—A. Yes.

Q. And the track construction—that item how did you get that?—A. That is taken from statement submitted by Street Railway Company at one of the sittings here. Their figures were taken for it.

Q. Now you have the North and South—are these arrived at in the same way?—A. Yes in the same way—ordinary paving and extra paving are based on our usual estimates. Ordinary paving is what we would put down if no street car tracks were laid down.

Q. Tracks taken from street railway estimates with exception of item for the South Bridge—Norwood Bridge—no poles there at present so there is an item in \$6,881.00 amounting to \$286.00 which is a considerable proportion of the cost of poles?—A. These are estimated by City Hydro.

Q. Now with respect to Main Street Bridge, I suppose that would be arrived at in the same way?—A. I suppose so.

Q. The same method is adopted?—A. Yes.

Q. Can you explain the difference between the \$57,000.00 shown in the top part of the second sheet in this Exhibit—total for Norwood Bridge.—A. Oh yes, total for Norwood Bridge and \$36,000.00 is for the main Street Bridge.

Q. This shows a total of \$94,000.00?

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CHAIRMAN : No, no—\$36,000.00 for the Main Street Bridge and you think \$94,000.00 is total for both bridges?

Mr. PREUDHOMME : Q. Can you explain the difference between the amounts?

Mr. ALDRIDGE (Witness) : A. In the second statement we are assuming that the street cars will not be operated at once, but will be required in future, and we are therefore further assuming that the approaches to the bridge will be paved over the same all the way across the width.

CHAIRMAN : Have we anything to gain, Mr. Preudhomme, by considering No. 2—the difference in the amount is \$19,000.00 approximately—assuming that we have jurisdiction over the matter at all. Either the operation of trucks has to be financed when bridges are completed for a reasonable period of time, or else probably never at all. I can understand Mr. Dahl's argument of the other day—possibly we may never need it for the difference between the two. I do not know—We need to consider seriously No. 2.

Mr. PREUDHOMME : No, Mr. Chairman, I would say that No. 1 is considered.

CHAIRMAN : That is what was done with Provencher—It was prepared for final operation, Mr. Aldridge.—A. Yes.

I interrupted you, Mr. Preudhomme.

Mr. PREUDHOMME : Q. In statement shown on page 1, you are assuming that all the work will be done by one body, track construction as well?—A. They are all to be paid for.

Q. They could be separate?—A. The work might be done by the City.

Q. If the tracks had to be laid, they should be laid while paving is being done?

CHAIRMAN : That should be done as one operation.

Mr. PREUDHOMME : Yes, that should be done as one operation.

Q. It would be more economical?—A. Yes.

CHAIRMAN : Mr. Taylor, is there anything you wish to ask?

Mr. TAYLOR :

Q. Mr. Aldridge, can all of the work be done at one time—that is, by the Company, if they are going to do the work of both Cities on the same bridge, and in your opinion as City Engineer, is this the proper way to have it done?—A. This is the proper and this is the usual way.

Q. Do the City do it and charge to the Company?—A. We have shared the work considerably, sometimes we have done excavating and concrete work and they have laid the tracks and ties. The work should be done sometime and it should not be advisable to have the bridge completed, leaving an opening in same.

Q. It would not be advisable to have the bridge completed and to either leave an opening in the centre or paving over, and then have the Company come back at some subsequent date and do this work?—A. No.

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tion—con-  
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mination.

*Q.* It would not be advisable to leave it open and it would not be advisable to leave the bridge to be torn up later on again?—*A.* No.

*Mr. GUY: Q.* In your statement attached, how about the case, assuming that street cars were not being operated over bridges, Mr. Aldridge, why did you include paving on the south and north bridges?—*A.* That's ordinary paving. Suppose we would have to pave over temporarily—we could not leave a gap there.

*Mr. PREUDHOMME:* The City would have to do that unless the Company would pay us for it later on.

*Mr. GUY:* I see. 10

*Mr. PREUDHOMME:* The whole of that is the City's work.

*Mr. GUY:* Yes, I see.

*CHAIRMAN:* Should that not then be deducted from No. 1?

*Mr. PREUDHOMME:* Yes, that's what I suggest, Mr. Chairman. If we adhered strongly, we could insist on the Company paying the whole of the amount.

*CHAIRMAN:* That's your case, of course.

*Mr. PREUDHOMME:* We are pressing them that way so that the Board can take this into consideration.

*Mr. GUY:* That is, if you did pave and we tore it up, we would have 20 to pave again.

*Mr. PREUDHOMME:* We contend the franchise provides that the Company should do all the work, leaving the City out of it altogether.

*Mr. GUY:* It has been contended in the City of Toronto that the railway pay only a certain percentage of the actual cost.

*Mr. PREUDHOMME:* But to ascertain the cost, the City would have to pave without street car service.

*CHAIRMAN:* I think we are both trying to express the same thing. Were you through, Mr. Guy?

*Mr. GUY:* No, I have not started yet. 30

*CHAIRMAN:* I beg your pardon.

*MR. GUY:*

*Q.* Mr. Aldridge, do you know why, or are you familiar with the matters of how these two bridges came to be built at this time?—*A.* No, I am not personally familiar.

*Q.* No. Well, that's all.

*CHAIRMAN: Q.* Do you know apart from these figures, what the total cost of each bridge will be estimated at?—*A.* I do not know that off-hand either.

*Mr. TAYLOR:* I have the agreement here. 40

*Mr. GUY:* We ought to get that at some stage.

Mr. GUY : *Q.* Do you know whether or not the steel for bridge is finished?—*A.* I do not know that definitely—it is supposed to be fabricated and the fabrication was supposed to be ready by 15th of April.

*Q.* So that the steel is fabricated now?—*A.* I presume so.

Mr. PREUDHOMME : We can furnish that. I might say, Mr. Chairman, it is well known that the Dominion Government and Provincial Government will each pay a portion of the cost.

CHAIRMAN : Well, we can get that information.

Mr. GUY : Do you think we can accept these facts. I want to get  
10 some information on that.

Mr. TAYLOR : What I think, Mr. Chairman, when the bridge is substantially completed, we will be able to say what the cost would be. At the present, we do not know.

Mr. PREUDHOMME : Their contributions will depend upon the actual cost.

CHAIRMAN : We all understand the two Governments' portions are, each 40%, and Municipalities 20%.

Mr. PREUDHOMME : In any case—or just Main Street bridge?

CHAIRMAN : It's Main Street at present.

20 *Q.* 40% each Government, and Municipalities 20%.

Mr. GUY : That would reduce the amount we have to pay considerably, assuming that we had to do it.

Mr. TAYLOR : Of course, Mr. Chairman, what Mr. Guy is driving at is this. "If we should participate in this," and for St. Boniface I must differ from him, I take it that these bridges belong to the Cities of Winnipeg and St. Boniface and that the Government holds no interest or title in same.

Mr. GUY : How can they belong?

CHAIRMAN : What he will probably say is—you started a campaign of unemployment relief.

30 Mr. TAYLOR : We expected the Winnipeg Electric Railway would chip in to assist.

Mr. GUY : I presume there will be evidence given on that point.

CHAIRMAN : We will come to that.

Mr. TAYLOR : *Q.* Mr. Parker, you heard the last question put to Mr. Aldridge, City Engineer of Winnipeg, as to whether steel had been fabricated for two bridges, what have you to say?—*A.* The steel for the Norwood Bridge is completed, and Main Street, I am not so familiar with, but I think it is pretty well finished.

Mr. TAYLOR : *Q.* It would not be possible to change it?—*A.* No.

40 Mr. PREUDHOMME : Mr. Chairman, I suppose it will be all right, if we can get an estimate of population.

CHAIRMAN : Yes, surely.

*Before the  
Municipal  
and Public  
Utility  
Board.*

Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

No. 4.  
W. Aldridge.  
Cross-exa-  
mination  
—continued.

Before the  
Municipal  
and Public  
Utility  
Board.

## No. 5.

## Evidence of B. A. Ferguson.

Mr. B. A. FERGUSON called, sworn in.

Mr. PREUDHOMME :

Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

No. 5.  
B. A. Fer-  
guson. Ex-  
amination.

Q. Mr. Ferguson what is your occupation?—A. Assessment Department.

Q. I believe you made a survey to-day of the residents in a certain portion of the City—east and west of Main Street?—A. I did.

Q. What districts did you cover?—A. I covered between Broadway and Assiniboine Avenue, west side Main Street to a quarter-of-a-mile west 10 of Main Street.

Q. From Main Street to about a half-mile west?—A. Yes.

Q. How far east?—A. West side of Main Street.

Q. You did not go east of Main?—A. No.

Q. And then south of the River?—A. I covered both sides of Bell Avenue and both sides of River Avenue.

Q. To what distance?—A. Quarter-of-a-mile west of Main Street.

Q. What about Mayfair?—A. I did not cover Mayfair.

Q. Did you get actual count in the districts that you say you covered?—A. The actual count, less children under five years. 20

Q. Actual count, less children under five years of age?—A. Yes.

Q. You did not take children under five years of age?—A. No.

Q. What did you do on Mayfair—did you do anything?—A. I went over Mayfair, but just made a rough estimate, possibly of what might be on there—judging from the number of houses and apartments.

Q. Did you have any other basis for your estimate?—A. No—without any basis.

Q. Now what did you—what results did you get in the district north of River Avenue and south of Broadway and north of Main Street.—A. In that district 982 over 5 years of age. 30

Q. And south of Assiniboine?—A. South of Assiniboine—330.

Q. What estimate did you make on Mayfair?—A. I estimated Mayfair conservatively 150 and possibly as high as 200.

Q. Do you know the distance between the Assiniboine River and centre line of the Red River?—A. No, I could not tell you the distance.

Q. How far is the street car operation on Main Street now?—A. This morning I saw a car coming north on Main Street from the car barns on its way toward Broadway.

Q. Any passengers in it?—A. I do not think so.

Q. There were no passengers in it?—A. No. 40

Q. A car always leaves the car barns, does it not?—A. Yes.

Q. I suppose no passengers are entitled to ride from the bridge?—A. No.



Q. The tracks are there?—A. Yes.  
That's all.

Mr. GUY :

Q. Do you remember the time when there were street car tracks on River Avenue?—A. Yes, I could not say exactly what year.

Q. Do you remember when street cars did operate there and that there is a bus—at least do you know that there is a bus service there now; a bus service on River Avenue now?—A. Yes.

10 Q. And the route of the bus is from Osborne down River to Main and along Main Street to Notre Dame Avenue East?—A. I could not say, but I know they operate on River Avenue.

Q. They operate on River Avenue and along Main—do you know that?—A. No, I did not know that.

Thanks, Mr. Ferguson, that's all.

*Before the  
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and Public  
Utility  
Board.*

Evidence  
on hearing  
of applica-  
tion. (For  
City of  
Winnipeg.)

No. 5.  
B. A. Fer-  
guson.  
Cross-exa-  
mination.

*(This witness was recalled see page 47.)*

Mr. PREUDHOMME :

Discussion.

Mr. Chairman, I believe a plan was produced the first day—that plan showed the widening of Main Street and position of bridges—it was handed in under these headings.

20 CHAIRMAN : Yes, I recall that and I think it was left with us. Is this a copy of it Mr. Preudhomme?

Mr. GUY, Mr. PREUDHOMME, Mr. BALLS, Mr. MELLISH and CHAIRMAN all examine this plan.

CHAIRMAN : What about this plan—has Mr. Guy admitted it?

Mr. GUY : That plan—yes.

“ Exhibit No. 4 ” filed. This Exhibit No. 4 is plan—blue print of the bridge areas submitted by Mr. Preudhomme and admitted by Mr. Guy.

Mr. PREUDHOMME : I am putting in certified copy of by-law for the purpose of widening Main Street.

30 “ Exhibit No. 5 ” filed. By-law No. 14075—A by-law of the City of Winnipeg to widen a portion of Main Street South.

Mr. PREUDHOMME : Certified copy of by-law No. 14087 for contract to construct the Norwood Bridge.

CHAIRMAN : Are you putting in these contracts too, Mr. Preudhomme?

Mr. PREUDHOMME : I have not got copies. They are very long. These are just to prove contracts were made.

“ Exhibit No. 6 ” filed.

Mr. PREUDHOMME : Now, Mr. Chairman, I have a number of letters—of original letters from the Departments of the City of Winnipeg to

*Before the  
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and Public  
Utility  
Board.*

Discussion.  
—continued.

Winnipeg Electric Company and from the Winnipeg Electric Company to the City of Winnipeg Departments, showing various correspondence and extracts from the Municipal Council.

Mr. PREUDHOMME: Regarding the two last letters on this file—one is a letter from the City Solicitor—dated March 17, 1931, addressed to Mr. Edward Anderson, K.C., president of Winnipeg Electric, and the other dated March 18, 1931, is Mr. Anderson's reply to City Solicitor.

CHAIRMAN: Did you need to enumerate them?

Mr. PREUDHOMME: I am giving Mr. Guy the privilege of objection. This letter and reply is to the effect that Mr. Anderson, would like to have 10 something done.

CHAIRMAN: Mr. Anderson is the gentleman who has something to do with the Street Railway, is he not?

Mr. PREUDHOMME: Yes, he is the President of the Winnipeg Electric Company, Winnipeg.

CHAIRMAN: Now then we will mark these as "Exhibit No. 7" and note it so that it may be spoken of by Mr. Guy later on.

"Exhibit No. 7" filed.

Mr. PREUDHOMME: I have an agreement here dated 2nd December, 1926, between the City of Winnipeg and the Winnipeg Electric Company, 20 which provides for a bus service on River Avenue from Main Street to Osborne Street.

"Exhibit No. 8" filed.

Mr. PREUDHOMME: I produce also printed Minutes of Council as adopted by Council on September 16th, 1929, showing an Order-in-Council authorizing extension of that service along Main Street and some of the correspondence which is included in that file relates to that extension.

"Exhibit No. 9" filed—Minutes of Council dated December 16, 1929.

Mr. PREUDHOMME: Mr. Chairman, the City official who was giving evidence promised to furnish some figures; I have them here. 30

CHAIRMAN: We will attach that to Exhibit No. 1.

Mr. PREUDHOMME: This is an agreement between the City and the Company dated 23 March, 1931, providing for removal of wires over the old bridge and placing them in a cable in the river, but there is a section in that which would authorize the Company any time in the future to place these wires on the bridge. Therefore, I think we should have it filed.

CHAIRMAN: That work has all been done?

Mr. PREUDHOMME: No, no.

CHAIRMAN: Have not the wires all been relocated now?

Mr. PREUDHOMME: Notwithstanding the relocation. 40

CHAIRMAN: I know what you are driving at—you are showing that they still have some interest.

Mr. TAYLOR: That's the Main Street Bridge.  
 "Exhibit No. 10" filed—Agreement dated March 23, 1931, between  
 City and Company.

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Mr. PREUDHOMME reads extracts from Exhibit No. 10.

Mr. PREUDHOMME:

Discussion.  
 —continued.

	Norwood Bridge Estimate - - -	\$620,000·00	
	Dominion Govt. contribution, approxi- mately 29%- - - - -	- - -	\$180,000·00
	Provincial Govt. (same amount) - - -	- - -	180,000·00
10	St. Boniface, approximately 23½% - - -	- - -	146,000·00
	City of Winnipeg, approximately 18½% - - -	- - -	114,000·00
		<hr/>	
		\$620,000·00	\$620,000·00

As to Main Street Bridge, the estimated cost is - - \$480,000·00

The City pays 50% of that.

The Manitoba and the Dominion Governments pay 25% each, but not to exceed \$120,000·00. They will contribute if it costs \$180,000·00 but if it costs over that, the City bears the balance.

Mr. GUY: Is there any agreement about this—what form does the arrangement take? Is there any record of the understanding?

20 Mr. PREUDHOMME: The only record is that there is a statute to allow them to contribute, but if the Dominion Government should be defeated in Parliament and a new Government comes in to-morrow, the whole thing might be wiped out.

That's all the evidence I wish to offer, Mr. Chairman.

CHAIRMAN—All right, Mr. Taylor, you have some?

#### No. 6.

#### Evidence of H. L. Layet.

Mr. H. L. LAYET, sworn in

Mr. TAYLOR:

30 Q. What is your name?—A. H. L. Layet.

Q. You are a resident of the City of St. Boniface, Mr. Layet?—A. Yes sir.

Q. I understand you are president of the St. Boniface Board of Trade?—A. Yes sir.

Q. In that connection, I also understand you have made a careful study of the traffic problem over the Norwood Bridge?—A. Yes sir.

Q. And what did you do as a result of that?—A. I do not quite get your question.

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 application.  
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 Boniface).

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 H. L. Layet.  
 Examina-  
 tion.

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No. 6.  
H. L. Layet.  
Examina-  
tion—con-  
tinued.

Q. I understand you check up traffic quite a lot?—A. Yes sir.

Q. When was the first survey made?—A. The first survey was made July 7th and July 8th.

Q. What year?

Q. 1927?—A. Yes.

Q. Have you a statement showing the check-up of traffic at that time?  
—A. I have.

Q. You might just file it here.

Mr. TAYLOR: Mr. Chairman, I offer you this statement showing check-up of traffic by Mr. Layet for 1927.

10

CHAIRMAN: Do you wish to look at it, Mr. Guy?—A. Yes, please.

Mr. TAYLOR: Q. Have you any explanation to give in connection with this exhibit?

CHAIRMAN: What exhibit?—A. This one.

“Exhibit No 11” filed.

Mr. Layet continues (Mr. Taylor examining): A. What explanation would you want?

Q. How was check-up made?—A. Check-up was made by myself and two of my members assisted me.

Q. Two members assisted you?—A. Yes.

20

Q. What did checking involve?—A. Checking involved the traffic which went over Norwood Bridge and the time. Rightly speaking 5.00 a.m. until a few minutes after 12.00 p.m. We felt that was quite sufficient.

Q. A few minutes after 12.00 at noon hour?—A. Yes, sir, surveys were made at the time when we were studying the necessity of approaching with either the City or Government in regard to the construction of a new bridge.

Q. Why the construction of a new bridge?—A. We felt the present bridge inadequate, and we felt we should know something about traffic going over the bridge, and that is the reason for which we made that survey.

30

Q. You are quite familiar with the conditions prevailing on the then existing Norwood Bridge?—A. We had no figures of survey of the actual traffic and we knew that if we were to suggest our desire for the building of a new bridge, we must have some figures on which we could base our arguments in regard to such bridge.

Q. Now, were the street cars operating over Provencher at that time?  
—A. Yes, they were operating on Provencher Bridge.

Q. And were the street cars operating on Norwood Bridge at that time?—A. Yes.

Q. Did you take the number of passengers riding in the cars?—A. Yes 40  
I did. No, we did not—on these surveys of 1927 we did not.

CHAIRMAN: I think you told us that your check-up was from 5.00 a.m. to 12. Now Exhibit 11 has from 6.00 p.m., July 7th to 6.00 p.m., July 8th.  
—A. Oh, I am awfully sorry—the second survey was from 5.00 a.m. to 12.00 p.m. The first one is from 6.00 p.m., July 7th to 6.00 p.m. July 8th.

CHAIRMAN : Yes, from 6.00 p.m., July 7th to 6.00 p.m. July 8th.

Mr. TAYLOR : Q. When did you make the second check-up?—A. On June 9, 1929.

Q. June 9, 1929?—A. Second check-up, yes.

Q. Yourself?—A. My committee and myself.

Q. How many on committee?—A. Six (6) all told.

Q. Six members of the St. Boniface Board of Trade?—A. We had to relieve other Members from time-to-time and I felt in using six men, we could have relief every three or four hours.

10 Q. For what period did you make second check-up?—A. From 5.00 a.m. to 12.00 p.m.

Q. Have you statement showing that check-up?

CHAIRMAN : In the second check-up, you do not distinguish between one point and another point?

A. We felt traffic going one way or another was sufficient, so we have a rough idea that if so much traffic goes one way, more-or-less there would only be about 10% difference.

CHAIRMAN : What goes up—usually comes down !

Mr. TAYLOR : Q. Were the street cars running over Norwood Bridge on 20 Exhibit 12, second-check-up?—A. Yes sir, street cars ran along Provencher.

Q. Street cars ran over Provencher Bridge—A. Yes over Provencher.

Q. Have you made any study in the problem this year?—A. Survey made February 2nd.

Q. February 2nd?—What year?—A. 1931.

Q. Are you in a position to give us your personal knowledge in that?—A. Yes.

Q. Were you in charge of the check-up?—A. Yes.

Q. This will be a third check-up?—A. Yes.

Q. How was street car traffic at this time?—A. Well the third check- 30 up shows that.

Q. Yes, how many men on this?—A. In this check-up, being an accurate record, we had to use twelve men.

Q. You used twelve men?—A. Yes.

Q. Who were they?—A. Members of our committee, as we had to relieve.

Q. You were President of the Board of Trade at that time and you know these statements as submitted now are correct?

CHAIRMAN : Where is this exhibit, which would have been No. 13?— 40 A. We can get it. On this occasion we found that the traffic had increased to a very large amount over the lack of street car service—that is the pedestrian traffic had increased on account of no street car service.

Mr. TAYLOR : Q. Were the street cars running over Norwood Bridge?—A. At what time?

Q. In February 1931?—A. No.

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Evidence on  
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of St.  
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No. 6.  
H. L. Layet.  
Examina-  
tion—con-  
tinued.

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Examina-  
tion—con-  
tinued.

Q. Were street cars running over Norwood Bridge?—A. No.

Q. Your second check-up is 1929 instead of 1930, before street cars stopped running?—A. Yes—third check-up, February, this year.

Q. The street cars were not running then?—A. No.

Q. As a result of these check-ups, what did you find as to the way, as to the result of street cars not running over the Norwood Bridge?—A. We found naturally that it was a great handicap as far as the people of Norwood are concerned because you will realize that 20% of the passengers from Norwood are going as far as the Union Depot—another 20% between the Union Depot and Water Street and 40% to the Corner of Portage and Main. 10  
Now you take for instance the people who are getting off—who are wanting to get off at the Union Depot at the present time, they must take the Tache Avenue line as far as Water Street and then transfer to another car which means transferring two and sometimes three times—and it is very inconvenient because it means a long ride—and then again a delay—and they have to get up earlier in the morning to make connections.

Q. Now, I believe Mr. Layet, you have made a typewritten statement, have you a copy with you?—A. Yes.

Q. You might just read it out.

CHAIRMAN: Well, it speaks for itself. 20

Mr. TAYLOR: It speaks for itself—a recapitulation of these three check-ups.

CHAIRMAN: What's that?

Mr. TAYLOR: Exhibit 13.

CHAIRMAN: There has been no Exhibit 13 yet.

Mr. TAYLOR: All right.

Q. Have you a separate check-up for February?—A. I have, I had, I have not got it here—when I left the office my stenographer overlooked giving it to me.

CHAIRMAN: So this will be "Exhibit No. 14" Mr. Taylor? 30

Mr. TAYLOR: No, part of Exhibit No. 13.

CHAIRMAN: We will note it—"Part of Exhibit No. 13."

Mr. LAYET (Witness)—We could easily let you have it.

CHAIRMAN: All right.

Mr. TAYLOR: Q. You are familiar with the district south-east of Norwood Bridge?—A. I am, very much.

Q. As president of the Board of Trade, have you given it study?—A. I have and in connection with traffic using it, I feel the City is bound to extend itself eastward which is naturally the logical way. We anticipate within the next ten or fifteen years that that district will be "part and 40 parcel" of St. Boniface—and knowing that the City is bound to increase, we will have a large population in that district, south-east of the City.

Q. Is there anything further you wish to say?—A. No, but I am prepared to answer any questions?

Q. That's all.

CHAIRMAN: This synopsis is addressed "The St. Boniface Young Men's Board of Trade," and says: 20% to Union Depot, 20% to Water Street, 40% to Portage and Main, and what about the other 20%.

Mr. LAYET (Witness)—That percentage will have to transfer to Portage west and north Main Street.

CHAIRMAN: Any questions Mr. Guy?

10 Mr. GUY:

Q. How did you determine the percentage that were getting off at the Union Depot?—A. The percentage has been determined from time to time—personally, I ride the street cars a great deal, and I have been watching, more-or-less the amount of people getting off there, and I find that there are an awful lot of persons who get off there and I have checked them morning after morning for the past five (5) or six (6) months—I find an average of from 40 to 42%.

Q. What car are you referring to?—A. Car going over the Norwood Bridge.

20 Q. The street car you mean?—A. Yes.

Q. Oh—street car—now let us get this right—where do you get off?—A. Corner of Marion and Tache.

Q. Corner of Marion and Tache?—A. Yes.

Q. And then you counted the number of people getting off at the Union Station?—A. Yes.

Q. When they got off at the Union Station, where did they go?—A. usually transferred, some of them would transfer to Broadway and some of them might be attached to the depot.

30 Q. To the Union Depot, but nevertheless that's where they get off.—A. Yes.

Q. It would seem, I presume the most of them would take transfers and go to other parts of the City?—A. They may, some of them also may not.

Q. Some may not—only those who would be working at the Union Station?—A. The Union Station and along to the Garry on Broadway and 20% to Water Street.

Q. Between the Union Depot and Water Street—that means the Old Hudson's Bay Building, or some of the buildings along Main Street there?—A. I suppose so.

40 Q. Do I understand you then to say that 20% of all street car passengers coming over Norwood Bridge get off at Broadway and Water Street—there could not have been many passengers?—A. I beg your pardon—you see I am travelling at the time which is very direct every day between 8.20—8.25 and a quarter to 9.00 a.m.

Q. That was the result of your observation, and you only took the count that one time?—A. I am a constant rider on the street car.

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No. 6.  
H. L. Layet.  
Cross-exa-  
mination.  
—continued.

Q. Once a day?—A. Well—I use the car six (6) times a day.

Q. Did you count every time?—A. more-or-less I did because I have in mind watching the street car traffic.

Q. Now what basis have you for saying there is going to be a great population in the south-east of the City?—A. As we know, from observation of the City, the City of St. Boniface cannot extend west—the district in the south of us—St. Vital will not industriously appeal to anyone to go there, but our industrial district is found on the east side of St. Boniface from the Stock Yards. We feel that that is bound to industriously develop itself and where there is industry we feel people will locate and we know that, 10 in fact of the present time we are in touch with two large industries that if they do locate, they will locate on the boundary line of the St. Boniface district and very likely within the next month.

Q. What has been the increase in the population in the last three years?—A. Increase has not been very large.

Q. I want to limit it to the last three years?—A. The last three years' increase has been, roughly speaking, 6½ to 7%.

Q. 6½ to 7%.—A. Yes.

Q. What has been the increase in automobiles?—A. Increase in automobiles has been from 15% to 18%. 20

Q. From 15% to 18%.—A. Yes, 15% to 18%.

Q. So that the automobile increase is greater than the population?—A. Yes, but you must not forget the population that will reside there.

Q. Yes, we have your judgment on that, sir. Maybe after we are dead they will reside there?—A. Oh no.

Q. How do you estimate these percentages of population?—A. Of course as you know, we are making at least a survey once a year through the City, obtaining our population for the Assessment Board.

Q. You are giving us an idea from a census that you have made of the district?—A. I am speaking of figures taken from the Assessment list and 30 Voter's list, because it would be impossible for us to make a survey of the population.

Q. You are stating from Voter's list, taking their names from Voter's list, and what district are you referring to—the south-east district of the City?—A. That's from the corner of Des Meurons and Marion going east.

Q. From the Stock Yards?—A. That's known as the south-east point of the City.

Mr. TAYLOR : That's Marion Street ?

Mr. GUY : Q. Could these people not come over the Provencher Bridge just as well?—A. They could come over the Provencher Bridge, 40 but they would have to come back—a large majority of them live in Fort Rouge.

Q. That is an unfortunate situation?—A. 82% of a large plant reside in Winnipeg and a large majority reside in Fort Rouge, so it would take them right around the City of St. Boniface and bring them back.

Mr. DAHL asked the following question : To Mr. GUY :



Mr. GUY : Was this before the cars stopped going over the bridge ?

Mr. GUY : He said present observation when getting off street cars.

Mr. DAHL : But the street cars have stopped going over the bridge.

CHAIRMAN : We have several people working in the Parliament Buildings and in the Court House and they complain that they have to go around by St. Boniface and they are transferring at the Union Station.

Mr. TAYLOR : *Q.* On that point witness, what would be the saving of time to those desiring to use the Norwood Bridge—*i.e.* by street car?—*A.* 15 minutes' saving.

10 CHAIRMAN : Mr. Guy was just on the point of asking you a question and then something diverted his attention. All right Mr. Guy.

Mr. GUY : *Q.* How much will it profit the Company?—*A.* That question is very easily answered. That depends on what service the Company is prepared to give—the better the service you give—the more people you will have—that's our experience.

Mr. TAYLOR : You might elaborate on that witness ?

20 CHAIRMAN : *Q.* What have you in mind when you say service—the number of cars per hour?—*A.* If you have a service which accommodates the people to go from one given point to another place, naturally they will gladly avail themselves of the quicker service as against service that is slow and retards them from getting to their work on time—and when they have to get up earlier, they would sooner walk.

CHAIRMAN : *Q.* Well, let us say there are 5000 people to be transported in a day in 100 cars at a certain expense—it is obvious that they cannot be carried in 200 cars running quicker at the same expense?—*A.* I have to answer that to you in my own way—if you think you are moving a certain number of people that you find you are not moving, car service is bound to be slower, and the people will not avail themselves of that system, whereas if you put 200 cars on and move people faster, you will  
30 obtain from 50% to 60% more people.

CHAIRMAN : *Q.* Will the people pay more for that type of service?—*A.* I think the people are willing to pay for the service but they won't pay for what they don't get.

Mr. GUY : Are they willing to pay for what they do get ?

CHAIRMAN : What is the population of St. Boniface ? 13,000 ?

Mr. TAYLOR : No, Mr. Chairman, 16,000.

40 Mr. LAYET continues (Witness) : *A.* The population is divided into districts and the two eastern districts are so far apart that when you look at the street car service—you force them all to use the Provencher Bridge and some have got to transfer. This takes 15 to 20 minutes more than it would if they went the other way and they are forced to walk on this account.

*Before the  
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Evidence on  
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application.  
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Boniface.)

No. 6.  
H. L. Layet.  
Cross-exa-  
mination.  
—continued.

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H. L. Layet.  
Cross-exa-  
mination.  
—continued.

CHAIRMAN : *Q.* The number of the people for a good time, who are going to avail themselves of your transportation utility is limited—you have so many who will come into the City only once in a while anyway—now do you think if the Company put twice as many cars on, it would make a difference?—*A.* If they were to speed up the service, especially during the busy time, they would get many more people.

Mr. DAHL : *Q.* How would you speed up service?—*A.* Instead of keeping your average at 8 minutes, increase your time and bring your average up to 4 minutes, and you will get twice as many people.

CHAIRMAN : He means by increase in service, you would get them in 10 the car more frequently.

Mr. GUY : He means to speed up the service.

Mr. DAHL : He said it would take 15 minutes longer—a fellow figures so many minutes to get there by street car or so many minutes to walk—so how would putting more cars on cut down the number of minutes between the two?

Mr. LAYET : In diverting your traffic in both ways over Provencher and Marion, if you put that amount of cars on and you have the double track, there is no danger but that the car service is bound to speed up.

Mr. DAHL : *Q.* We have a double track and we have got street cars 20 on and we obtain a certain average of speed—the speed in St. Boniface is practically the same as other lines?—*A.* I do not think so—you will find the St. Boniface lines are comparatively from 30 to 40 minutes slower than anywhere else in Greater Winnipeg, and that is the reason the travel is on Tache probably as against Des Meurons Street and St. Mary's Road.

*Q.* What is the reason with the St. Mary's Road?—*A.* Because road traffic is tremendously slow.

*Q.* Is what?—*A.* Extremely slow because you have to allow time to get along single track.

Mr. DAHL : *Q.* Since we remedied it?—*A.* Up until the time you did, 30 we had a terrible time.

*Q.* Why not cut out some of your car stops?—*A.* Oh, we cannot do that—what we want is increased speed with more street cars.

Mr. DAHL : *Q.* Why not—you would get increased speed by cutting out car stops.—*A.* Well, Mr. Dahl, I would be quite willing to take this matter up and discuss it with you outside of the Court.

Mr. TAYLOR : Mr. Guy, a mention has been made as to the possibility of doing away with street car service?

CHAIRMAN : Substituting something else—substituting trolley busses or motor busses.

Mr LAYET continues : *A.* In my experience, and I have had a great deal of it too, across the line in large cities in the United States—and I feel that our conditions up here in the winter time are too severe for operating busses.

Mr. TAYLOR : Confine yourself to local conditions of St. Boniface.—*A.* Suppose you put trolley bus on the Norwood Bridge, you will find that during the winter in severe weather—snow storms and blizzards, you will have a much harder time to clear your track, than you would to clear street car track, because you have the equipment for that as far as the Winnipeg Electric goes.

Mr. GUY : Yes, sufficient to take care of any storms that we have here.

*A.* It would be different if you were to use trolley bus—you would not have use for that equipment then. I do not know how you would  
10 clear same, unless you would go to a heavy expense to buy equipment.

Mr. GUY : You do not have to clear snow?—*A.* You would have to with a trolley bus.

Mr. GUY : You would not have to—the City clears that?—*A.* Whether the City would, or not, I fear we would have no service for as long as 24  
20 hours at a time.

Mr. GUY : The City of Winnipeg use snow plows and level the snow on tracks and we know of trucks and other vehicles operating without trouble in the winter time, and we think the City of St. Boniface would probably do the same thing to allow bus operation. The point I am  
20 making is that you do not need snow removed with trolley busses.

CHAIRMAN : That's all conjectural.

Adjourned 5.20 p.m. to meet Thursday, May 21, 1931.

CHAIRMAN : *Q.* Mr. Preudhomme, were you through the other day?—*A.* Yes, Mr. Chairman.

All right, Mr. Taylor will start it then.

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No. 7.

Evidence of Ernest Gagnon.

MR. ERNEST GAGNON sworn in.

Mr. TAYLOR :

*Q.* You are Ernest Gagnon?—*A.* Yes, sir.

*Q.* What position do you hold with St. Boniface?—*A.* City Clerk.

*Q.* How long have you been in that position?—*A.* Since the Fall of 1918—November, I believe.

*Q.* Are you familiar with the questions at issue before the Utility Board?—*A.* I am to some extent.

*Q.* Have you looked through the files to discover letters or correspondence between the City and Company?—*A.* Yes, I have.

*Q.* You might produce what you have found in connection with the application by the Cities of St. Boniface and Winnipeg for the resumption  
40 of traffic?—*A.* Will I deal with every thing?

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Board.*

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Boniface.)

No. 6.  
H. L. Layet.  
Cross-exa-  
mination  
—continued.

No. 7.  
Ernest  
Gagnon.  
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tinued.

*Q.* You will file same for exhibit.

CHAIRMAN : *Q.* Have you Exhibit No. 13, Mr. Taylor?—*A.* No, Mr. Chairman, but I will endeavour to get it.

CHAIRMAN : You had better put all the correspondence together and we will treat it as we did in the case of the City of Winnipeg—as an historic record.

Mr. GAGNON : *A.* The correspondence exchanged between the City of St. Boniface and Winnipeg Electric Railway includes a letter from the City of St. Boniface to the City Solicitor.

Mr. TAYLOR : *Q.* In regard to the discontinuance of service, by the Company, across the existing bridge and the resumption of service?—*A.* Yes, sir. 10

*Q.* These are certified as correct?—*A.* Yes, sir.

“ Exhibit No. 14 ” filed.

Mr. TAYLOR : *Q.* Mr. Gagnon, you were also asked to produce an agreement in 1904 between the Norwood Improvement Company and the Winnipeg Electric Company and a subsequent Agreement of 1909 between the City of St. Boniface and the Norwood Improvement Company and the Winnipeg Electric Company. Have you certified copies of these Agree- 20

*Q.* Herewith together in one Exhibit are Agreements of 1904 and 1909.

CHAIRMAN : *Q.* Any objections, Mr. Guy?

Mr. GUY : *Q.* To filing Agreements in relation to the matter?

*Q.* Yes?—*A.* Oh, no.

CHAIRMAN : I do not know what bearing they have, except that possibly it will complete the history.

“ Exhibit No. 15 ” filed.

Mr. GUY : Yes, it completes the history.

Mr. TAYLOR : Also certified copies of all letters between the Company and City relating to traction franchise? 30

Mr. GAGNON : I am filing By-laws 111—certified copies 111-113 and 203-221.

CHAIRMAN : These would be in the days of your infancy, would they?—*A.* Almost.

“ Exhibit No. 16 ” filed.

Mr. GUY was promised copies of By-laws referred to by Mr. TAYLOR from Mr. GAGNON.

Mr. TAYLOR : *Q.* In connection with the population of St. Boniface, have you examined records of the City to ascertain the population according to the last record?—*A.* I have, but I will produce certificate by myself 40 showing the population as 16,321 of St. Boniface—divided by wards.

Q. Based on last census?—A. Taken in the months of May and June, 1930.

“Exhibit No. 17” filed.

Mr. TAYLOR: Q. Dealing with the wards in Exhibit No. 17, you might explain what portions of the City wards 3, 4, and 5 represent?—A. A portion of Ward 3—all of Wards 4 and 5 represent district of Norwood, ordinarily known as Norwood District.

CHAIRMAN: Yes.

Mr. TAYLOR: Q. Residents in wards last mentioned, what bridge would they ordinarily use, that is, that would be the most convenient?—A. Residents in Wards 3, 4 and 5.

CHAIRMAN: I tell you, Mr. Taylor, on the back of Exhibit No. 17 is a map and, if anyone has a coloured pencil, the witness might quickly indicate the wards on this map.

Mr. TAYLOR: That is to indicate whether Wards 5, 4 and 3 are in Norwood?

CHAIRMAN: Approximately.

Mr. GAGNON: A. I believe this indicates the mark. In other words, a portion of Ward 1 would be in the Norwood district and also a portion of Ward 3, all of Ward 4 and all of Ward 5. St. Vital Annex is South East on Ward of that map.

Mr. TAYLOR: Q. Have you made an analysis, from your experience as City Clerk, from your knowledge of traffic conditions over the Norwood Bridge, have you made analyses of how many residents of this district that you have marked on Exhibit No. 17, that would use Norwood Bridge in preference to Provencher, for the sake of convenience or any other reason?—A. My general observation for a number of years—my understanding has always been that practically between 50% and 60%—I would say 55% of the population of St. Boniface would use Norwood Bridge route.

Q. In preference to Provencher?—A. Yes.

Q. For what reason?—A. For what reason—for shorter service.

Q. For shorter service?—A. Yes.

Q. Would it make much difference in the time of travel for a Norwood Resident to travel by way of Norwood Bridge than by Provencher Bridge by street car?—A. That would depend on the street car service.

Q. Taking the service as it was before the discontinuance of the Norwood Bridge?—A. Yes, for that portion of St. Boniface.

Q. Yes, south of Marion Street would naturally benefit by going over the Norwood Bridge?—A. That's with street cars running to portion of St. Boniface from the hospital straight line east to Seine River.

Q. People coming from Winnipeg to the hospital to visit patients at the hospital—you are familiar with the St. Boniface Hospital, are you not?—A. To some extent.

Q. Where would these people—what route would they take before the discontinuance by the Company of street cars on the Norwood Bridge

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*No. 7.*

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tion—con-  
tinued.*

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and Public  
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tion—con-  
tinued.

—have you any knowledge of that?—*A.* I have not time to remember now—Oh, I would say about 50-50.

*Q.* 50-50?—*A.* Yes.

*Q.* Have you made any analyses of your study of the Voter's List as to how many people would be primarily within what is known as the Norwood District and St. Boniface who use the Norwood Bridge in preference to the Provencher?—*A.* I have compiled the Voter's List and have a statement here which would show those who especially give the preference to Norwood Bridge Route.

*Q.* On what account?—*A.* By the location of the wards they are in 10 and because of their proximity.

*Q.* Proximity to the Norwood line—what does this statement show on the Voter's List?—*A.* In Ward 1 for instance the owners—538 owners and 110 tenants—approximately about 600 voters in that ward. In Ward 2, approximately 611—approximately 600. In Ward 3 about 1400. In Ward 4, 1600 or 1700. Ward 5, 950, total of 5440.

*Mr. MELLISH:* *Q.* If the population of St. Vital Annex is 174—what would be the population of St. Vital proper?—*A.* We have not got that—St. Vital was a portion of St. Boniface years ago.

*Mr. TAYLOR:* *Q.* Do you know approximately the population of 20 St. Vital?—*A.* I would say around 10,000.

*Mr. PREUDHOMME:* St. Vital is a part of St. Boniface?—*A.* I might explain, Mr. Chairman, the St. Vital Annex was taken over by St. Boniface.

*Mr. TAYLOR:* *Q.* Residents in St. Vital—would they use service in Norwood?—*A.* Yes, that is Southeast St. Boniface.

*Q.* You might file this analysis with Voter's List.

*CHAIRMAN:* *Q.* As a matter of fact following that statement that you have just made—residents of St. Vital I suppose would apply too—No, I do not know that same would—people there are using St. Mary's car and bus and do not go beyond St. Vital. 30

*Mr. TAYLOR:* *A.* They go by St. Mary's Road—No, I do not think so—St. Anne's Road is in St. Vital.

“Exhibit No. 18” filed.

*Q.* Have you any other productions?—*A.* By-law No. 2336.

*Q.* This is certified copy of By-law No. 2336—By-law City of St. Boniface—aggregated \$135,000.00 to provide for portion of City's share in the cost of the bridge.

“Exhibit No. 19” filed. *A.* By-law No. 2340, City of Winnipeg and St. Boniface.—*A.* By-law No 2341 filed by Mr. Taylor also—“Exhibit No. 20.”—*A.* Also agreement between Corporation—City of St. Boniface 40 and Winnipeg Electric Railway.

*Mr. TAYLOR:* *Q.* What date?—*A.* Dated 26th of April, 1920. That's in regard to the placing of the Stockyard extension.

*Q.* That completes the historical record?—*A.* Yes between Des Meurons Street and the Stockyards.

“Exhibit No. 21” filed.

Mr. TAYLOR : I have endeavoured to file with you, Mr. Chairman, all of the existing agreements and by-laws relating hereto. Tracking relations between the City and St. Boniface will go to show the actual conditions.

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CHAIRMAN : I am wondering who is going to read them and when !—*A.* By referring thereto you will see the service presented by the Winnipeg Electric Company.

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Boniface.)

CHAIRMAN : We had that yesterday.

10 Mr. TAYLOR : *Q.* When did the street car service discontinue ?—*A.* In the fall of 1929.

*Q.* In the Fall, September 1929 ?—*A.* Yes, September 1929.

CHAIRMAN : I spoke on that, because we had a hearing at the time.

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tion—*con-  
tinued.*

Mr. TAYLOR : *Q.* Was the street car service over the Norwood Bridge, prior to September 1929, from your examination of the records, discontinued by the Winnipeg Electric Railway of its own volition, or at the request of St. Boniface ?—*A.* By the request of the Winnipeg Electric Company.

20 *Q.* My question was this—was the street car service existing in St. Boniface, between the Cities of St. Boniface and Winnipeg, prior to existence in 1929, discontinued of its own volition and without request ?—*A.* Prior to discontinuance—by the City, or Company ?

*Q.* How was the discontinuance accomplished—by St. Boniface, or Company itself ?—*A.* By the Company, but I would have to refer to letters.

Mr. TAYLOR : I think they are in Exhibit 14 (filed).

Mr. CHAIRMAN : That exhibit contains a continuation of correspondence from 1926 on.

Mr. TAYLOR : 1925 on, but there was a meeting—this meeting was held in the Council Room—Mr. Guy and Mr. Palk and the City Clerk were present—there was a statement made by the Winnipeg Electric Company then that I thought the City Clerk might remember.

30 Mr. GUY : Any question about the rate ?

Mr. PREUDHOMME : That's in the resolution that you will communicate to the Police Commission in report 10th September.

Mr. GAGNON : *A.* Yes I might read it, (Gagnon read report Sept. 10th). (This was not reported.)

Mr. TAYLOR : *Q.* What I want to know, Witness, is, was the decision of the Company to discontinue their service brought about by the request of St. Boniface ?—*A.* Yes, I said.

40 *Q.* You would say said request was made by the Company to discontinue the service of their own volition ?—*A.* The Winnipeg Electric did—think Mr. Guy will admit the Company did.

Mr. Guy : We discontinued the service over the Norwood Bridge because engineers declared it to be unsafe.

Mr. CHAIRMAN : In public interest—any arbitrator ?

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tinued.

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mination.

Mr. TAYLOR : *Q.* Have you any further productions, Mr. Gagnon?—*A.*  
No.

*Q.* From your experience as City Clerk in St. Boniface, Mr. Gagnon, would you say that it would occasion any considerable inconvenience to residents of Norwood to be deprived of street car service across the Norwood Bridge—that is permanently?—*A.* Really I believe it would be a great hardship on that population.

*Q.* Can you give any other reasons than your own personal opinion?—

*A.* As a result of several complaints that the Council has had from time to time, I would say that it would, to say the least, be a great disappointment to the Norwood District residences, by reason of the fact that a great many of them are closer to Winnipeg than if they had to pass by Tache and Provencher Bridge. 10

Mr. TAYLOR : That's all right.

Mr. PREUDHOMME :

*Q.* Mr. Gagnon, I see you have submitted the 1925—first letter, article 5, as a letter from Mr. McLimont to you dated 30th of June, 1925—In that letter Mr. McLimont states that the traffic over the bridge is warranted to the rapidly increasing use—the use of the bridge was discontinued after that letter of 1925?—*A.* Oh, Yes. 20

*Q.* How long was the discontinuation?—*A.* You mean street car service over the Norwood Bridge?

*Q.* Yes.—*A.* It was discontinued in the Fall of 1929?

*Q.* No, before that 1925—Mr. McLimont points out that the bridge was dangerous?—*A.* But it was not discontinued.

*Q.* He said in 1925 the traffic was rapidly increasing over the bridge—do you not think this true—was it increasing?—*A.* Yes, because our population has increased considerably since then.

*Q.* Did it continue to increase after 1925?—*A.* Yes, I would state that it did continue to increase by reason of the fact of the extension of St. Vital Annex to Winnipeg, as well as the natural extension of St. Boniface. 30

Mr. CHAIRMAN : *Q.* Something was done to the bridge at that time—I am referring to the year of 1925?—*A.* Yes, following the first report—the Consulting Engineer, Mr. Le Grand then made some repairs to the bridge.

*Q.* I think, speaking from memory, the Company put in a system of rails?—*A.* They did improve them.

Mr. PREUDHOMME : *Q.* I take it you raised that point July 1, 1925, when calling upon Company to take care of agreements?

Mr. TAYLOR : *A.* Yes, it says so.

Mr. PREUDHOMME : *Q.* I notice in Mr. Anderson's letter to you of August 22, 1929, he proposed certain changes in the traffic control, and I see later in your letter to the Police Commission you have directed that traffic control as suggested by Mr. Anderson?—*A.* Yes sir, but in addition to changing traffic he seemed to find it necessary to discontinue service, 40



whereas he proposed in his letter the traffic change had nothing to do with the discontinuance of service.

*Q.* Did anything happen which disclosed the fact that you should have a change of traffic regulation and discontinuance of street car service? Did Mr. Parker examine the bridge after Mr. Anderson's letter?—*A.* I do not just remember if it was after, or before—there were several examinations made by Mr. Parker, the engineer.

*Q.* Mr. Anderson refers to the report of Mr. Parker in 1926, but he does not refer to any reason? Now on the 22nd of August, I am referring to Mr. Anderson's letter—(This letter—at least concluding paragraph of letter was ready by Mr. Preudhomme).

*Mr. PREUDHOMME:* Mr. Guy appeared before the Council and stated the service would be discontinued and in addition you regulated the traffic as proposed by Mr. Anderson—was that a result of Mr. Parker's further examinations of the bridge?—*A.* Yes, on recommendations and suggestions of the Company.

*Q.* He came to the conclusion that it was worse than Mr. Anderson had anticipated?—*A.* Yes, it has always been considered unsafe for traffic.

*Q.* The traffic must have been slight?—*A.* It did increase in 1929.

20 *Q.* In 1929, all right, thanks, that's all.

*Mr. GUY:*

*Q.* Do you know what the population of St. Boniface was in 1929, Mr. Gagnon?—*A.* Somewhere around 15,000.

*Q.* I want to get it for 1928 and 1929 before the street car service was discontinued and then what it is now, have you it by wards?—*A.* No. I have it in figures, by wards—just total figures.

*Q.* I would like to know if you could find out what the increase in population is in wards part 3, 4 and 5 which you say are likely to use a street car service over Norwood Bridge?—*A.* Yes, I can get that.

30 *Q.* You can get it, but you have not got it now?—*A.* The real reason why the service was discontinued, Mr. Guy, was that the City of St. Boniface was not prepared to spend money on an old bridge to make it safe; in other words, they were not prepared to spend the money or to comply with the recommendations of the engineer who made the inspection of it.

*Q.* I always understood that it would have been impracticable to spend any money; it would not have been economical to do it?—*A.* That is my understanding, so they decided not to do it and the street car service was discontinued.

40 *Q.* You do not suggest that the street car traffic has increased very much or that the street car traffic did increase between 1926 and 1929, or 1925 and 1929?—*A.* That is my understanding.

*Q.* In regard to the fact that the population of St. Vital has increased more than in St. Boniface, would this increase affect St. Boniface?—*A.* It might.

*Q.* The traffic referred to is more particularly automobile traffic?—*A.* Well, both.

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mination—  
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*Q.* Both, you think?—*A.* That is my general interpretation.

*Q.* I think that is all.

**MR. TAYLOR :**

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Boniface.)

*Q.* Mr. Guy asked you about the repairs to the bridge and whether it would have been economical to repair it. Are you in a position to tell the Commission what attempts were made by St. Boniface to have the Winnipeg Electric repair the bridge so that street cars could run over same?—*A.* I only remember—I know attempts were made from time to time to have the Winnipeg Electric repair same.

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mination—  
*continued.*

**MR. PREUDHOMME :** Perhaps, Mr. Chairman, at this stage I might have 10  
Mr. Taylor designate the amount offered to Mr. Taylor by letter from the Mayor of Winnipeg in connection with the service on the Norwood Bridge. (Same was read here but not reported by reporter.)

**CHAIRMAN :** Did you see this. Mr. Guy?—*A.* Yes, Mr. Chairman, I have seen it. It points out that since the discontinuation of traffic over the Norwood Bridge the Company has been in receipt of complaints from patrons with respect to traffic in Norwood and to the Union Station.

No. 8.  
J. Meindl.  
Examina-  
tion.

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**No. 8.**

**Evidence of J. Meindl.**

**MR. MEINDL** sworn in

20

**MR. TAYLOR :**

**CHAIRMAN :** *Q.* What is your first name please?—*A.* Joseph Meindl.

*Q.* You are City Engineer for the City of St. Boniface?—*A.* Yes, sir.

*Q.* How long have you been such?—*A.* About 10 to 13 years.

*Q.* You are familiar with the matters in dispute before the Board in relation to the Norwood Bridge?—*A.* Yes, sir, some of them.

**MR. TAYLOR :** *Q.* You are also familiar with the construction of the Provencher Bridge across the Red River between Winnipeg and St. Boniface?—*A.* Yes.

*Q.* Now is the Provencher Bridge at any time in the near future likely 30  
to be under repair?—*A.* Yes, it may be in the very near future.

*Q.* Explain in what way and to what extent?—*A.* The bridge—the abutments of the bridge on each side—on both the City of Winnipeg and City of St. Boniface—we found, I think, in the 1925 examination made by Mr. Parker that the abutments were moving towards the lift span.

**CHAIRMAN :** *Q.* Those two abutments were moving leaving a portion to differ between them?—*A.* With the result that we had trouble in lifting the bridge; then after a considerable amount of work the two spans in St.

Boniface were jacked back and the time is coming when we will have to repair the abutments—that is, put them down to solid rock.

Mr. TAYLOR : They are not on solid rock now.

CHAIRMAN : Q. In other words, slipping towards the river banks, pinching centre of the bridge.—A. Yes, this pinches the centre of the bridge.

CHAIRMAN : Will have to fix the abutments but cannot do anything to the centre.

Mr. TAYLOR : Q. How will that affect the use of the Provencher Bridge?—A. The time is coming when they will have to repair the abutments and they will have to go to rock to support the bridge and keep it from slipping—and traffic will have to be discontinued.

Q. Including street cars?—A. Yes, including street cars.

Q. For what length of time?—A. Terrible length of time.

Q. A great deal will depend on the method they take of doing the work—it may be six weeks or it may be three months.—A. This would be an engineering problem—when the trouble becomes so acute, it will have to be remedied.

Q. The only other source of ingress to and egress from St. Boniface would be the route across the Red River?—A. Yes, Norwood Bridge or Louise Bridge.

Q. Does Louise Bridge join Winnipeg and St. Boniface?—A. No.

Q. I am asking you what other route joins Winnipeg and St. Boniface—if the Provencher Bridge was under repair, where would they go?—A. Norwood Bridge.

Q. Over the new construction, which is being built?—A. Yes.

Q. Could street cars of the Winnipeg Electric Company follow any other route if the Provencher Bridge was under repair—are there facilities?—A. No, there are none.

Q. So, of necessity, they would have to adopt the Norwood Bridge route?—A. Yes.

Q. You have made a study, Mr. Meindl, of the traffic conditions relative to the Norwood Bridge, for a number of years, I believe, as City Engineer?—A. I did not make a real study.

Q. You have had it under observation?—A. Yes.

Q. That is part of your duty to the City of St. Boniface, to keep the highways and bridges in repair and in fact, attend to satisfying the traffic?—A. Yes.

Q. Now going back to 1925, there were some negotiations between the Winnipeg Electric Company and the City of St. Boniface in connection with certain repairs to the Norwood Bridge, do you remember?—A. Repairs of 1925 or 1926?

Q. 1926?—A. Yes.

Q. What actually took place at that time—first, as to what, if any, repairs the Company, the Winnipeg Electric Company made to the bridge?—A. The Winnipeg Electric Company put in new stringers where they saw fit to put in new ones—others were in fairly good condition. They put in

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new stringers and I am not certain but I think they put in new rails—they welded the rails.

Q. They welded the rails?—A. Yes.

Q. They put in new paving between the tracks?—A. That was concrete.

Q. Any flanging?—A. I am not sure.

Q. At their own expense?—A. Yes, at their own expense and all the portion outside the track.

Q. For what width?—A. They were to do 18 inches on either side, but we did from the curb to their track—that would be on the west track 10 and from the east track to the curb—it was a distance of about two feet. This was an agreement between their engineer and myself that we would go from west curb to the west rail, and they did the other portion.

Q. Two feet inside of the 18 inches? What the Company did in the way of paving the bridge at that time—would it be equivalent to paving of the two tracks and the 18 inches on either side?—A. Just about.

Q. What else did the Winnipeg Electric Company do to the Norwood Bridge at that time?—A. That's about all.

Q. During, or how long did it take to make the repairs to the Norwood bridge in 1925 or 1926?—A. About a week. 20

Q. During that period was the street car service discontinued by the Company?—A. Yes.

Q. After the completion of repairs by the Company, was it resumed?—A. Yes.

Q. I believe Mr. Meindl you made a check-up of the traffic over Norwood Bridge in 1927?—A. Yes.

Q. And that, a check-up, not ordered by you, but which was forwarded to you, has been made this month?—A. Yes.

Q. Who was the last check-up made by?—A. Made by?

Q. On whose order?—A. Resident Engineer, Mr. Thompson. 30

Q. Do you know who made the actual check-up?—A. Yes—Mr. William Harry.

Q. Mr. William Harry?—A. Yes.

Q. From these two check-ups—the one in 1927—July 7th, and the one May 13, 1931—you prepared an invoice, I believe?—A. Yes.

Q. Are these the two check-ups—and is this the invoice you have prepared?—A. Yes.

Mr. TAYLOR : Please file as exhibits.

CHAIRMAN : " Exhibit No. 22 " filed.

Mr. TAYLOR : I have, Mr. Chairman, the original figures made by the 40 checker in 1927, if it is desirable that they be put in.

CHAIRMAN : No, this synopsis is O.K. (Oh, this is the same as given us yesterday!)

Mr. TAYLOR : Yes, just the same as put in yesterday.

CHAIRMAN : Q. Of course, your pedestrian traffic now is heavier on account of the discontinuance of the street cars?

Mr. TAYLOR : A. 1931 May, was not put in but 1927 was and I have the original figures for 1927 if any one desires to check same up.

Q. You reside in Norwood—on Ferndale Avenue, Mr. Meindl?—A. Yes, sir.

Q. Assuming the population of St. Boniface to be approximately 16,000—what portion of the residents of St. Boniface used the street cars, or street car service over Norwood Bridge before it discontinued?—A. I would say about half.

Q. About 50 per cent?—A. Yes, about fifty per cent.

10 Q. Would you say it would occasion any appreciable inconvenience or hardship to the 50 per cent residents to be permanently prevented from using street car service over the Norwood Bridge?—A. Yes from the number of complaints I receive.

Q. You have received a number of complaints?—A. Yes I get them from people living in that district.

Q. What are the nature of the complaints you receive?—A. Why they have to go around by St. Boniface.

Q. That is by the Provencher Bridge?—A. Yes by the Provencher Bridge—they seem to think it is rather far, especially a lot of the people  
20 who live near where I do.

Q. Have you anything further to add Mr. Meindl?—A. No. That's all, thank you.

Mr. PREUDHOMME :

Q. In addition to the bend at Provencher Bridge, have you a proposal in regard to the track, Mr. Meindl?—A. Yes we have on Tache.

Q. Tache yes?—A. The banks have subsided.

Q. That might interfere with the car service?—A. It may in time.

Q. However, it would be wise to have an alternative at any rate?—A. Yes it would.

30 That's all.

Mr. GUY :

Q. Mr. Meindl, you spoke about having some complaints from people—the nature of the complaints was, why they had to go around by St. Boniface—was it not perfectly obvious why they had to go around?—A. People would have to come back Broadway. People going down Broadway and say from the district I am living in go down Tache, pass Provencher Bridge, then down Main Street to Broadway.

Q. The reason why they had to do that was perfectly obvious, because no street cars were going over the Norwood Bridge?—A. Yes.

40 Q. They could walk across the bridge?—A. It is very well to say they could walk, but if you would see people trying to walk when it is 30 degrees or 40 degrees below zero and blizzards on, you would understand what it is like.

Q. They could walk though, when it is not cold weather?—A. They would not walk across.

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continued.

Q. This chart shows a lot of people walking across, but they do not walk across in the winter time?—A. I would say some of them would.

Q. Oh, some of them would?—A. Yes.

Q. Now what would you do if they had to fix the abutments on the Provencher Bridge, so far as street car service is concerned?—A. I could not tell you of any.

Q. You could suggest how it could be done; could you not put up a temporary arrangement so that the street cars could go over?—A. Yes at an additional cost.

Q. That would cost something, but if they required service they could put up some temporary construction, while changing the abutments to enable the street cars to go over?—A. I imagine it would cost them about fifty per cent then; actual cost of the work.

Q. All right then, what did they do when they were making repairs to the Norwood Bridge—when that was the only way to get across in 1926 or 1927—what did they do then in regard to street car service over the Norwood Bridge? There was no other way then? What did they do?—A. I think there was a dinky on the Norwood side—they ran service to one side and met on the other side and they had to put up with the inconvenience while the bridge was under repairs, and they repaired it in as short a time as possible.

Q. Repairs to Norwood Bridge and repairs to other bridges are different eh?—A. Might be.

Q. You said at the time what you thought and said they would have to hurry the work. Did you have anything to do with the making of the plans for the new bridge?—A. No, Sir.

Q. In the making of plans, you did not have anything to do with the Norwood Bridge?—A. No.

Q. What part did you take as Engineer for St. Boniface, in the construction of this new bridge, the new Norwood Bridge?—A. Well I assisted the Government Engineer, City Engineer and consulting Engineer.

Q. You assisted the City Engineer, you mean of Winnipeg, and Government Engineer, in doing what?—A. Well, I assisted them in deciding on the class of bridge.

Q. You assisted them in what way?—A. Attending meetings and deciding on what class of bridge.

Q. Deciding what class of bridge for construction?—A. Yes.

Q. Did you have anything to do with the plans?—A. Not making of plans.

Q. Nothing to with the making of plans?—A. No.

Q. Do you know who made the plans?—A. The Engineer's Department of Winnipeg—they made the plans of the bridge.

Q. They prepared the design of the bridge, they designed?—A. Yes they did most of the designing.

Q. With your concurrence and the concurrence of the Government Engineer you thought that would be a good adoption for the traffic that

would go over the bridge, or go from one side to the other at that point?—  
*A.* Yes.

*Q.* Who made up the estimates?—*A.* The estimates were made up  
 —well the first estimate was made by Mr. Parker.

*Q.* Oh, the first estimate was made by Mr. Parker—that is Mr. B.  
 W. Parker?—*A.* Yes.

*Q.* Have you the details of that estimate?—*A.* I have not got them  
 now.

*Q.* Did you have them?—*A.* I did have them.

10 *Q.* Did you check them?—*A.* No, I did not.

*Q.* You did not?—*A.* No.

*Q.* Can you tell me whether or not the estimate includes the cost of  
 putting tracks on the bridge?—*A.* It does.

*Q.* This cost of \$620,000·00 is the total cost of the bridge complete  
 with the tracks on it?—*A.* Yes.

*Q.* You have no details of that estimate?—*A.* No, I have not.

*Q.* Well, I think—could you get some details for us?—*A.* Yes, I could.

20 CHAIRMAN : *Q.* What are we going to do with these things that we  
 have got? Mr. Gagnon has something to send in, and your witness yester-  
 day afternoon had something to send in—if you wish to have the records  
 complete, send in this material by correspondence; however, we will see,  
 we may be here still further.

Mr. GUY : *Q.* The details you have not got you think you can get?—  
*A.* Yes.

*Q.* The \$620,000·00 inclusive completes the complete cost of the  
 bridge?—*A.* Yes, I think so.

Mr. TAYLOR : *Q.* I beg your pardon?

Mr. GUY : The witness says this amount includes the complete cost.

30 *A.* When I say \$620,000·00, I think the original estimate was  
 \$618,000·00.

*Q.* We can get that—what about getting same for Winnipeg?

Mr. GUY to Mr. PREUDHOMME : Have you given estimates?

Mr. TAYLOR : *Q.* Mr. Meindl, you might outline to the Board the  
 physical condition existing on the Norwood Bridge, including the approaches,  
 immediately prior to the discontinuance of the street car service, and its  
 present physical condition—as regards to the Norwood Bridge.

CHAIRMAN : Well, you cannot very well draw a comparison to-day,  
 can you?

40 Mr. TAYLOR : *Q.* I mean with reference to the street car tracks, and  
 what was done with the Company and what was given; this is what I  
 want to turn in to the Board?

Mr. GUY : *Q.* You had a street car track, prior to the discontinuance  
 of street cars over the Norwood Bridge, to Marion and that continued  
 through to St. Boniface—through service on Norwood Bridge, and what  
 was done on the discontinuance in 1929 as regards the railway track over  
 the bridge by the street railway?—*A.* Nothing was done on the street  
 railway track.

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*Q.* Do the rails still remain?—*A.* Yes, they are there to-day.

*Q.* Was anything done to interfere with the track?—*A.* No, nothing was done until about a week ago.

*Q.* Prior to that week then we checked up the physical condition of the track to the St. Boniface side of the river and this track came down Main Street, over the bridge. What happened after the discontinuance of traffic in the Fall of 1929?—*A.* They put a loop in there.

*Q.* In putting in the loop, what did they do with the track going over the bridge?—*A.* Nothing, the track stayed there.

*Q.* The track still remains in the original condition?—*A.* Yes. 10

*Q.* The loop was built in what distance from the St. Boniface side?—*A.* I would say about 200 feet.

*Q.* You would say 200 feet, and ran where?—*A.* To the right is the Rat Portage Lumber Company—into private property.

*Q.* So that persons getting on the street car at the corner of Tache and Marion, to come to Winnipeg, how far would they travel?—*A.* Travel on that car, just one block.

*Q.* They would travel one block and what would happen?—*A.* They would get off the street car and go around the loop and would walk across the bridge. 20

*Q.* And continue walking until they got where?—*A.* To River Avenue and then they would get the bus.

*Q.* If they had stayed on the car and went around the loop, where would they go to?—*A.* They would go back to where they came from, where there is a certain hill in St. Boniface.

*Q.* To get to Winnipeg they would not go down, just take the street car going the other way?—*A.* That is the car going around the loop.

Mr. TAYLOR: *Q.* And the City of St. Boniface, have they ever interfered with the physical condition of the railway track as laid by the Company in 1925 or 1926?—*A.* No. 30

*Q.* Or on St. Boniface side?—*A.* No.

That's all.

Mr. GUY: *Q.* The new bridge, Mr. Meindl, is not in the same location as the old bridge?—*A.* No, it is not.

*Q.* So that the old tracks cannot be used for the purpose of crossing, neither on the approaches or bridge itself, of course?—*A.* They might be at the Winnipeg approach?

*Q.* You think so?—*A.* Yes, that is if they do not put down new tracks.

Re-exa-  
mination.

Mr. TAYLOR: *Q.* The new bridge, Mr. Meindl, is approximately in the same position? 40

Mr. GUY: No, it is not.

*A.* In the Winnipeg approach?

Mr. TAYLOR: *Q.* What space is there?—*A.* About 150-175 feet.

*Q.* That's just approximately?

Thanks. That's all.



## No. 9.

## Evidence of W. E. Duperow.

MR. W. E. DUPEROW sworn in.

MR. TAYLOR :

Q. You are a resident of Winnipeg, Mr. Duperow?—A. I am.

Q. And Passenger Agent of the Canadian National Railway Company?

—A. Assistant Traffic Passenger Manager.

Q. Oh, Assistant Traffic Passenger Manager?—A. Yes.

Q. You have a number of St. Boniface residents working with your  
10 company in the Union Station on Broadway?—A. I believe so, I do not  
know how many.

Q. And you are familiar with the matter before the Board as to the  
resumption of street car traffic or street car service to and from St. Boniface?

—A. I regret to say I am not familiar with the subject outside of my own  
personal association. I only knew of this meeting three minutes before  
I got here. The General Manager called me and asked me to come here,  
but he did not tell me what it was for.

Q. Just give us what you have, tell the Board what you have to say  
regarding the discontinuance or resumption of service by the Winnipeg  
20 Electric Railway?—A. Well, it has always been our feeling, and that  
feeling is based on criticism from our own people——

Q. That's your employees?—A. Yes, sir, our employees, people who  
patronize the C.N.R. and G.N., and all who travel to and from the Union  
Station, that the service of the street railway is not satisfactory, and I  
do not know how many complaints our friends, the Winnipeg Electric  
Company, get, but we get a number.

Q. That's as to street car service, over the running of it?—A. Yes.  
A well known amount, in our opinion, of the dissatisfaction from our  
companies has been due to the fact that our competitor is preferred street  
30 car service, as to that operated to and from the Union Station.

Q. You mean the C.P.R. and Soo Line, operating over the Canadian  
Pacific?—A. My opinion is that representations have been made from  
time to time to the Winnipeg Electric Company but unfortunately nothing  
has been done to improve the service.

CHAIRMAN: You are speaking about the present conditions—you  
see the Norwood Bridge was closed to street car traffic in the Fall of 1929,  
and we understand you are speaking of conditions since that time. You  
are not complaining about before that time?—A. We had a number of  
complaints before that time.

40 Mr. TAYLOR: Q. In what connection, owing to the fact, if my memory  
serves me correctly, there is only one through line—the Corydon running  
past the Union Station?—A. That has been improved too; another line,  
Donald Street, passes the Union Station which has helped out a little  
with a large territory across the river.

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mination.

Q. You mean St. Boniface?—A. Owing to the distance of location, though, we feel that we should have improved service as a number of people do not use that route.

CHAIRMAN: Q. Part of them would be going to the old Hudson's Bay store?—A. No, I am speaking of all patrons of the railway.

Mr. TAYLOR: Q. Would it be a hardship and inconvenience for them to go around?—A. I would say so.

Q. Have you found that to be the practical result?

CHAIRMAN: Pressing conditions have arisen that the bridge be built and same could not be done without great inconvenience and considerable expense. 10

A. My understanding was that they did not wish to provide street car service there. Might I inquire where the transfer would be?

Discussion at some length took place here.

Mr. TAYLOR: Q. Confine your remarks, Mr. Duperow, for the present to that time, or period of time since the street car service discontinued over the Norwood Bridge, and that was in the Fall of 1929.—A. Yes.

Q. Well since that period?—A. Without insinuating to a previous situation that in our opinion, from a traffic standpoint, was not desirable—think it must have inconvenienced a number of people. I do not know and I cannot tell you the number of people inconvenienced—no one living could. 20

Mr. PREUDHOMME:

Q. You would say, Mr. Duperow, that your business as a public service corporation, Common Carriers, would save in business of transportation over the bridge?—A. Yes, in our opinion our patrons are not getting the service we feel they should and which is being granted to our competitor.

Q. Would the street car service over this bridge get a share of your business?—A. I do not know what the Winnipeg Electric Company have in mind in the way of providing service. 30

Q. Any kind of proper transportation service?—A. Yes, proper transportation service.

Mr. GUY:

Q. How much do you figure you have lost by the reason that they could not come across the bridge—just about the same amount as my learned friend?—A. No, being honest, people will come anyway to get to the Canadian National.

Q. Or do you think they would take the Canadian Pacific in preference?—A. They might to get to one terminal, if the inconvenience is less.

Q. Do you have anything to do with the extension of service on the Canadian National Railway?—A. What service, please? 40

Q. Extension of service?—A. Yes.

Q. Is it usual to extend a service, which, or when, you do not get any returns through the cause of it?—A. Well it is usual in some cases when we are ordered to do so by the Board of Railway Commissioners.

Q. To what extent has the Canadian National contributed toward the cost of this?—A. Losing service across bridges.

Q. Has it been demonstrated that the service is going to lose money yet?—A. I am unable to say.

Mr. PREUDHOMME : Q. It has not been demonstrated yet ?

Mr. GUY : Not yet.

A. Well, answering your question, I am unable to say as to that, of course, for the simple reason that I am not familiar with the question in issue. I did not have the opportunity to go out last year on anything of that kind, but I might answer we would contribute the same amount as you, were it that we got some return of the revenue.

CHAIRMAN : Thanks, Mr. Duperow, that will be all.

Mr. TAYLOR : I have here, Mr. Chairman, a young man who was in the check-up last May, that could give evidence.

Mr. GUY : We do not need that.

Mr. TAYLOR : I think that is all we have to offer.

Mr. PREUDHOMME : The man who made that survey yesterday, Mr. Chairman, and did not complete Mayfair, completed it today and he is here offering to testify.

20 CHAIRMAN : Mr. Ferguson is recalled to witness box under oath.

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No. 10.

Further Evidence of B. A. Ferguson (recalled).

Mr. PREUDHOMME :

Q. Mr. Ferguson?—A. Yes.

Q. In giving your evidence you said you had not made a check-up of the residents on Mayfair, one-quarter of a mile west of Main Street?—A. Yes, sir.

Q. Have you completed that?—A. I have completed that.

Q. What did you find there?—A. On Mayfair, the total number ?

30 Q. On Mayfair, yes.—A. 299 residents.

Q. Total of how much?—A. 629 in that district.

CHAIRMAN : Q. You do not know how many use automobiles?—A. No, I did not make a canvass of the automobile owners.

Mr. BALLS : Q. That was greater than your other estimate?—A. Yesterday I made an estimate from 150 to 200—I can explain how I was out on that.

CHAIRMAN : No, that is not necessary.

Any further questions ?

All right, Mr. Ferguson, thanks very much.

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guson (re-  
called)  
Re-exami-  
nation.

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## No. 11.

## Evidence of L. Palk.

Mr. PALK, vice-president of the Winnipeg Electric, sworn in.

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tion.

Mr. GUY :

Q. You are the secretary of the Winnipeg Electric Company?—A. Yes, sir.

Q. You have been for a number of years?—A. Yes, sir.

Q. Will you explain what service there was on River Avenue, or what service there has been on River Avenue and Main Street, during the last ten years or so?—A. Prior to 1919 there was a street car service operating over the Main Street bridge along River Avenue and along Main Street down River Avenue, out as far as the park and the Corydon service was there. The condition of the highway macadam pavement on River Avenue became so bad that it was necessary to discontinue the operation of the heavy street car service and with the consent of the City Council, which consent was contained in a resolution passed by the Council on October 28, 1918, the Company laid cross-overs on River Avenue to enable them to operate what might be termed a shorter service there and they took the heavy car route off River Avenue. This shorter service continued to operate and the street car service operated on Main Street over the Norwood Bridge. Then about February, 1919, there was some agitation by the residents of River Avenue including the Alderman, Isaac Cockburn, who owned property on the corner there, and Dr. Beath, who owned the Victoria Hospital, was largely interested and other residents, and then at a public meeting in February, 1919, there was a great deal of discussion and they appointed a committee to interview the City Council to ask to have the tracks taken away from River Avenue and a macadam pavement with an asphalt dressing laid and the Company was asked to operate a motor bus service on River Avenue and Main Street to the Union Station. The Board of Works at that time had a meeting in February, 1919, and this matter was discussed and the alderman for the ward wrote to the Company on the 26th of February, 1919, to Mr. McLimont, the general manager, and said at that meeting the City Solicitor advised against the City permitting the bus to be operated on River Avenue from Osborne to the Union Station and asked them to meet the assessors of the property owners and the Company to dispose of the matter of taking up the railway tracks on that street. Mr. McLimont replied under date of March 3, 1919, to Alderman Cockburn and said "so far as the attitude of the Company was concerned he had no desire to take up the railway tracks—" (Balance of these notes were read which reporter did not have to take down). Then there were other discussions, which to make a long story short culminated in a letter to Alderman Cockburn dated May 10, 1919, in which Mr. McLimont said "We understand from you that some of the residents—" (This letter was also read but not taken by reporter).

CHAIRMAN : By arrangements—the street car service was discontinued and a bus service substituted for it.

Mr. PREUDHOMME : A bus service was substituted, but not in 1919.—  
 A. On September 29, 1919, the Council opposed a petition of the residents to remove the tracks and lay pavement—Agreement to be entered into as per Mr. McLimont's letter of the 10th May, 1919, to Alderman Cockburn between the City and the Company. Under date of March 23, 1920, a bus service was started and in 1926 extended along Osborne Street via Roslyn Road along River Avenue from Osborne to Main Street. Then on September 10, 1929, the Norwood Bridge was closed and the bus service extended to the Union Station. On January 21, 1930, at the request of the City there was a letter from the City Clerk authorizing an extension of the bus service from Broadway to Notre Dame East so that until the Main Street Bridge closed on Main Street South, River Avenue was served by Motor Bus operating from Osborne Street to Notre Dame East.

Mr. PREUDHOMME : Have you the letter date January 21, 1930 ?

This letter was then read by Mr. Palk of the Winnipeg Electric Company.

Mr. GUY : I think perhaps you should file copies of some of these letters  
 20 Mr. Palk.

Discussion then took place here.

Q. Was the Winnipeg Electric Company consulted about the question of the possibility of building a bridge at this time?—A. Not to my knowledge.

Q. Would you have known about it?—A. Yes, I would have.

Q. Were they consulted in regard to the design of the bridge?—A. No.

Q. Or its location?—A. No.

Q. If the St. Boniface had been located in the same position as the other, or if the other one had been located in the same position as this one  
 30 would there have been any curtailment to the cost in respect to laying tracks or making adjustments to tracks on the bridges?—A. I understand not.

That's all.

Mr. PREUDHOMME :

Q. Were you not notified by representatives of the Cities of Winnipeg and St. Boniface before the construction of the bridge was undertaken?—  
 A. Yes.

Q. And you were informed that the Winnipeg Electric Company were notified of the procedure in August?—A. Yes.

Q. I believe that you came to some conclusion subject to percentages?  
 40 —A. Possibly, I have only a partial memory of what took place at that meeting.

Mr. GUY : (I will get it from you.)

A. They came to us and said that—as a matter of fact—Aldermen of the City of St. Boniface, Mr. Preudhomme, Mr. Patterson, Mayor Walsh of

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mination—  
*continued.*

St. Boniface—and then later the City of Winnipeg, Mr. Meindl and Mr. Parker, the bridge engineer, met Mr. Guy, Mr. Dahl and myself during the absence of Mr. Anderson, our President and General Manager, on the 14th of October, to apply, when Alderman Honeyman, who was chairman of the Joint Bridge Committee, of the two cities, explained that they had been asking to get the bridges and that it looked as though it was possible to get them. St. Boniface thought if they had to put up anything they could get something out of their ratepayers and it was stated the Norwood Bridge would cost \$620,000.00 and \$480,000.00 for the Main Street Bridge. They said out of the \$620,000.00 everything had been settled except possibly the sum of \$20,000.00 and that they had made a computation as to what they thought the Railway should contribute towards the costs amounting to some odd \$32,000.00 and our understanding was that that amount was included in the \$620,000.00. Alderman Honeyman said “ We thought it would be better if we came to you now and mentioned the matter to you to see if you were willing to say that was the sum and agree that the Transportation Utility would take it on this \$9,000.00 in round figures. Paving \$6,340.00 outside each rail—additional wood steel tonnage \$16,000.00 and trolley wire for bus transportation \$750.00.” Mr. Parker said it meant a big difference in the size of the stringers if it had to carry tracks instead of wood and a little more tonnage on the girders. Then we had a further conversation and we said Mr. Anderson was away and a telegram was drafted to Mr. Anderson by the Chairman of the Committee, to which he replied “ that the matter would have to stand until his return.” I wrote Alderman Honeyman in pursuance of Mr. Anderson’s instructions after his return.

*Q.* Was there not, after Mr. Anderson’s return, a tentative proposal that the Government offer \$50,000.00 which would include a certain amount of work on the Norwood or Main Street Bridge?—*A.* My understanding, when I was at the meeting, was that Mr. Anderson had reports from the Company’s Engineers which showed that in addition to laying the tracks on the two bridges there would be heavy costs for alterations on the approaches and possibly to Main Street between bridges, all of which would greatly exceed \$50,000.00 and Mr. Anderson, in order to try and get the matter adjusted, said he would recommend to the Board that this matter be given its consideration.

*Q.* To his Board of Directors?—*A.* That he would ask them that the Company should be responsible up to \$50,000.00 and not in excess of that in connection with the whole improvement, and that on providing the City of Winnipeg, or Cities jointly would finance that amount on a 5 per cent basis and allow him to put it at interest on a Sinking fund basis. The offer was subsequently confirmed in writing by Mr. Anderson to Alderman Honeyman and afterwards rejected by the City of St. Boniface. My understanding is that Mr. Anderson’s decision as set out in the letter, was set out in the letter which I wrote to Alderman Honeyman.

Mr. PREUDHOMME : That has been filed.

*A.* My understanding was that the Company’s contribution, if any to the Norwood Bridge, should be limited to rails and ties.

Mr. PREUDHOMME : And paving.

A. Just as if that were considered no contribution towards additional weight of steel, but I think it was also set out quite clearly that the Company have a bond or an alternative ruling. Mr. Anderson was not in a position to say as to whether or not he desired to use the bridge at all.

Mr. PREUDHOMME : No, \$50,000.00 contribution. (A) I should like to see the letter to Alderman Honeyman by Mr. Anderson, that is the letter of October 23, 1930, addressed to Alderman Honeyman signed by Mr. Anderson incorporating the understanding of the proposal.

10 Adjourned 4.10 p.m.

Mr. PREUDHOMME :

Q. Mr. Palk, this is a letter written by Mr. Anderson on October 30th. This is part of Exhibit 7. (Reads letter from Mr. Anderson to Mr. Honeyman.)

—A. Yes, sir.

Q. I see by this letter, Mr. Palk, that Mr. Anderson has given his recommendation to the directors that they pay the interest and sinking fund on an amount which may be necessary to build street car tracks on Norwood and Main Street bridges, together with any additional outlay.—

A. That means the gas mains and electric light and power.

20 Q. That is estimated at \$50,000.—A. I wouldn't go that far.

Q. Mr. Anderson limited the contribution not to exceed \$50,000. Do you know whether he had an estimate?—A. I am not clear on that. I don't remember, but my feeling is that at that time he would have estimated it exceeding that, because there was talk that they would have to put a double track in.

Q. He was willing to pay the cost of tracks over the bridge?—A. Not to separate them from the rest of the picture.

Q. That was included?—A. All the costs were included. The letter speaks for itself.

30 Q. I think the position of the City of St. Boniface was purely a financial one. Did the City of St. Boniface take it up in 1927?—A. No.

Q. In 1929?—A. I think not.

Q. Did the City of St. Boniface take it up only in 1930?—A. In 1930.

Q. Perhaps Mr. Taylor could refresh your memory.

Mr. TAYLOR :

Q. You recollect, Mr. Palk, that a meeting of your representatives was held on September 12, 1929, and also a meeting before this Utility Board by the representatives of St. Boniface, Winnipeg and your Company, to consider the situation arising by the Company's discontinuing the street railway service over Norwood Bridge?—A. I don't remember.

40 Q. Complaints had been made to the Board prior to September 12, 1929, in connection with the discontinuance of service—I think it had commenced on September 10th, 1929, two days after your Company had discontinued service on Norwood Bridge. Mr. Cottingham, Chairman, was

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No. 11.

L. Palk.  
Cross-exa-  
mination—  
*continued.*

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Cross-exa-  
mination—  
*continued.*

invited to the conference on September 12th, 1929.—*A.* I know that on Sep-  
tember 11th, 1929, I wrote a letter to Mr. Cottingham, advising him of the  
discontinuance of service and giving reasons.

*Q.* It is quite possible; I have no note of it. The question of construc-  
tion of a new bridge was discussed at that time before this Board?—*A.* I  
don't remember that.

*Q.* On September 17th, 1929—that is five days after the Board's  
meeting—there was a meeting held in your offices, there being present at  
that time, the Mayor, Mr. Leslie, Mr. Carson, Mr. Murchison, Mr. McLean,  
the City Clerk and myself. You were present and Mr. Guy and Mr. Dahl, 10  
and the representatives of St. Boniface discussed with you, Mr. Guy and  
Mr. Dahl the question of either repairing and strengthening the old bridge,  
or the construction of a new bridge. Do you remember that?—*A.* I don't  
remember that. My files have been in the hands of the legal department,  
but I think they are all here.

*Q.* I am reading from the report I made to the St. Boniface Council on  
the meeting in your office, at which meeting it was decided by yourself,  
Mr. Guy and Mr. Dahl that the repairing and strengthening of the then  
existing bridge was out of the question, but that a new bridge should be 20  
constructed, and that you expressed your sympathy with the construction  
of the new bridge and that you would contribute your fair share?—*A.* I  
would have a memo., if that had taken place.

*Q.* In order for you to refresh your memory I will read what the City  
Clerk has to say. (Reads.)

Mr. GUY: That meeting would be held September 17th. There was  
a meeting held in your offices between September 12th and 17th before the  
meeting held on the 17th. On our records between the dates of September  
12th and 17th you will find, I believe, a memo. as to what transpired in this  
matter.

Mr. TAYLOR: The note that I have of such a meeting is that they, the 30  
Winnipeg Electric representatives, claim that the question of repairing and  
strengthening the actual bridge is out of the question, and they seem to be  
in sympathy with the construction of a new bridge and will contribute their  
fair share of same.

WITNESS: I don't remember, but I doubt that I would express myself  
in that way. I believe that the meeting took place on September 17th,  
the afternoon of the day on which this report was made to the City Council.

Mr. TAYLOR: As a matter of fact, Mr. Palk, during the year 1929  
your Company decided that as a matter of policy they should contribute  
some fair and equitable share of the bridge.—*A.* No, quite to the contrary. 40  
That is, we had no instructions between the time the bridge was closed and  
the meeting of October 14th, 1930, in my office, when we met the Council  
for the first time.

*Q.* The bridge was closed on September 10, 1929, and two days after,  
following complaints made to this Board, a meeting was held on September  
12th before Mr. Cottingham to decide what, if anything, your Company



would do to provide service over this bridge. I think you were the representative at that meeting.—*A.* I don't think so. I find a memo. that I turned over the files, etc., to Mr. Guy, and I think he probably attended that meeting.

*Q.* Between September 12th and 17th the St. Boniface representatives had a meeting in your office which I remember.—*A.* Was I there?

*Q.* Yes. At that meeting you expressed the Company's attitude to the building of the new bridge—that you felt that our Company should contribute a fair share.—*A.* As to the commitment, I should say that that  
10 was positively vital. I will look that up. The reason that I say that I never took that position is that the Company's position was that the bridge was a city problem.

*Q.* After the meeting of September 17th, 1929, a further meeting was held in your office when representatives of the City of St. Boniface were present, also yourself and Mr. Guy and Mr. Dahl, and you at that time expressed a willingness to contribute up to a certain amount. You felt that the Company should not be called upon to contribute more than the railway for the overhead, which you estimate at some \$20,000. You said, as far as the Company was concerned, you thought that a reasonable amount. Is  
20 that clear?—*A.* I will have to check up on that.

*Q.* You said that Mr. Anderson was away and that you would have to wire him.—*A.* You say this October 14th meeting was in 1930. I have a copy of a wire which was sent to Mr. Anderson, it is true, in 1930. (Reads telegram.) I don't remember, frankly, Mr. Taylor, in your meeting prior to that of October 14th, 1930, when the question of the Company's contributing any costs was discussed.

*Q.* Well, leaving 1930 and coming back to 1929, do you remember any representation from St. Boniface in 1929, apart from the City of Winnipeg, for a contribution for the construction of a new bridge?—*A.* There may  
30 have been a casual discussion, but my idea is that the possibility of St. Boniface contributing was so remote that it was not even a live question.

*Q.* That is the reason I am going back, to take away altogether the effect of this unemployment relief that you speak of and to show the Company's state of mind prior to such necessity. In 1929 the Company was willing to contribute its fair share.

Hearing adjourned to 2.30 p.m., May 28, 1931.

CHAIRMAN : All right, we will start Mr. Guy.

Mr. GUY : Mr. Palk was giving some evidence the last day we were here and he was referring to certain correspondence he had had between parties,  
40 and I have had copies made of it and I would like to file the correspondence in bulk.

CHAIRMAN : By the way, Mr. Taylor, part of Exhibit No. 13, on checking back, I notice was not filed—except that Mr. Gagnon or someone else offered to procure same for us. Mr. Meindl really covered that though in 1930?

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mination—  
*continued.*

Mr. TAYLOR : Yes, he covered that—the other portion of Exhibit No. 13, I think I will supplement this afternoon for the next hearing.

CHAIRMAN : There will not be any more hearings I hope.

Mr. TAYLOR : That check-up in February, that Mr. Guy asked the City Clerk for, of the population of St. Boniface in 1927-1928 and 1929, we have obtained—population rather of St. Vital.

CHAIRMAN : “ Exhibit No. 22,” analyses of the City of St. Boniface of traffic check-ups, signed by Mr. Meindl with two pages attached, mark Exhibit No. 22. This population statistics, of course, are giving only a portion of the year’s census as taken, and is subject to discount after that. 10

Mr. TAYLOR : Yes, ten per cent, I would think.

CHAIRMAN : “ Exhibit No. 23,” Statement of Population. I suppose this is the usual municipal estimate, Mr. Taylor ?

Mr. TAYLOR : Yes, taken by our Assessor—the actual population is taken by the Assessor each year.

Mr. PREUDHOMME : We will allow five per cent for schools.

Mr. TAYLOR : The said census was taken for school purposes.

Mr. TAYLOR presents, Pending statutes of St. Boniface as to new bridge.

CHAIRMAN : “ Exhibit No. 24 ” (Put this in as Exhibit No. 24) 1928 correspondence, St. Boniface—or 1927. 20

Mr. TAYLOR : Minutes of meeting.

CHAIRMAN : “ Exhibit No. 25,” Mr. Palk’s correspondence, and Mr. Palk states from his perusal of this, it would indicate that there has been a project for a new bridge for some time towards which the municipal people expected the Company to contribute, and they said, “ show me.”

Mr. PREUDHOMME : The Provincial Government, too.

Mr. GUY : There was something about the River Avenue service as well.

No. 12.

Albert  
Edward  
McDonald.  
Examina-  
tion.

No. 12.

**Evidence of Albert Edward McDonald.**

MR. ALBERT EDWARD McDONALD was sworn in. 30

CHAIRMAN : Q. What is your full name ?—A. Albert Edward McDonald.

Q. What is your occupation, Mr. McDonald ?—A. Associate professor of the University of Manitoba, associate professor in civil engineering.

Q. Civil engineering ?—A. Yes.

Mr. GUY :

Q. And you have been associate professor for what period ?—A. Associate professor for one year and assistant professor for seven years.

*Q.* I believe you have made some study of strains and stresses in connection with bridges?—*A.* That's correct.

*Q.* Now, first of all, I would like you to deal with the comparative strains and stresses of trucks compared with street cars on a bridge?—*A.* I have made some comparative figures here—first thought that I could show or mention the combining parts of a girder and then express the different stresses and strains.

*Mr. GUY :* You go ahead and describe the system.—*A.* We have your rail service resting on what we call stringers and those are parallel to the length of the bridge and frame into what are called floor beams which are at right angles to the length of the bridge and form beams in turn, and these girders carry the load to the piers.

*CHAIRMAN :* *Q.* This means three layers criss-cross and two parallel?—*A.* That means when you have a load going on the road or laid surface—then over the straight stringers—the straight stringers to floor beams and over the floor beams there is concentration to the girders and from the girders to the piers. Any load going on a stringer, it would depend upon the weight distributed. You might have heavy load or a large car and what might be called straining occasioned to forebeam, which would not be greater than the lighter load concentrated at one point, so that you get three different calculations—(first) what you call Bending moment going to stringers that has a tendency to break the stringer by putting down like this (illustrated)—another a shearing force, which has a tendency to do this (illustrated)—whereas in the case where the stringer frames into the floor beams, there is a tendency for the stringer to move down vertically with respect to floor beam—is that clear?—and then you get what might be called concentration brought to floor beam from the stringer. If you had a load on two adjacent stringers framing into the floor beam, you might have a load on both stringers which would give you double the floor beams and carriage to the girders. I have made comparative figures here under comparative loadings—I have taken the stringer span 27' 6"—that's one of the stringer spans, as far as I can tell from the blue print I had, so that these valuations are on 27' 6" span. I believe these spans value depending upon the length of the girders—spans and girders are the same all the way across. I have put figures under three headings—Bending Moment, Shearing Force and Concentration brought to floor beams—those are the three. Any load, no matter what weight it is and how it is distributed will give valuations under these three headings and are directly related to each other—(first) there are a number of reasons here for a 25-ton Winnipeg Electric car—we have taken the dead load of car as 25-ton and a live load as 100, people at 150# as an average. I believe you can crowd more people than that in some cars.

*Q.* Your maximum is 100 people?—*A.* We will say there is an impact of 30 per cent—the reason the impact is introduced is because you have a load like a street car moving across the bridge—certain blue prints are used due to curvements, and practically all authorities on the subject of bridges give values from 25 to 30 per cent for impact (*i.e.*, for street railway bridges, 30 per cent).

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tinued.

CHAIRMAN : I am a little bit uncertain about the percentage.—*A.* Percentage of what?

*Q.* Of dead load of car plus live load carried.

Mr. BALLS : *Q.* You had 30 per cent besides?—*A.* No.

CHAIRMAN : All right. Go ahead.

*A.* Dead load of 25-ton Winnipeg Electric car, 150# on an average with impact of 30 per cent gives a Bending Moment of 113,900#.

Mr. BALLS : *Q.* Does not this depend on the velocity of the car?—*A.* Up to 10 or 15 miles more-or-less per hour practically under impact—above that runs 30 per cent. I have taken that information from a bridge engineer- 10  
ing book by Dr. Waddell, a well-known figure in the United States, a mechanical engineer.

*Q.* Would a speed of 30 create a greater impact than one of 15?—

*A.* It might, but I do not think it would much more—30 per cent covers it. The impact would be less than 30 at 15 per hour. Another reference book is one on Frame Structures by Jackson Brown & Co., Consulting Engineers in the States, that gives 25 per cent.

Mr. BALLS : *Q.* No illustration on the speed of car?—*A.* You would have to take the worst case and it is impossible to design—Bending Moment would be 118,900 feet around—Shearing Force 21,500—maximum concen- 20  
tration brought to forebeam in lbs., 25,300—I have known a case of a 15-ton truck—that is dead load plus live load (I believe in truck loading you give dead and live) to carry 15-ton, truck impact 30 per cent—and that is Canadian Engineering Standard Association Specification (C.E.S.A.)—this gives a Bending Moment of 20,700 lbs., Shearing Force 21,210 lbs., Concentration to forebeams 24,100 lbs.; *i.e.*, this 15-ton truck, which is in question at the present time, gives a greater Bending Moment than a 25-ton electric car with 100 people, and impacts are the same for both cases—which gives a Shearing Force of 21,210 against 25,520 and 24,100 for concentration to forebeams— 30  
there is one point here, in case of a truck—sometimes a truck is overloaded. This I think is found on highways in the States where they have a certain maximum load allowance for highways. Frequently they find trucks overloaded and they have to pay fines in these cases. I have another case here known as “Ketchum’s Class ‘A’ City Traffic”—who is a very well-known Consulting Engineer in the States, and who gets out a field of text books on structural work—but rather than give general specifications which does not do any more than give engineering data as to selective loads, he gives eight different classes: Class “A,” city traffic; Class “B,” suburban or inter-urban and heavy electric cars; Class “C,” for country roads, light electric cars, ordinary traffic; Class “D-1,” country roads, heavy traffic—and 40  
continued reading the balance, which reporter did not take down, figuring this would go in exhibit.

CHAIRMAN : What you are pointing out there is that all traffic conditions have been more-or-less classified and that we are dealing here with a certain type of traffic, which is indicated in the folder or circular you have

and that you will develop from that—it might be class “ A ” or “ B ”?—*A.* It may be class “ A ” for the city traffic or suburban or inter-urban and light electric cars.

CHAIRMAN : In other words, it comes in one of your first classifications? —*A.* Ketchum’s Class “ A ”—dead load plus live load, 24-ton—concentration on two axles—*i.e.*, you have street car supported on two axles or two trucks—think they call it four wheels to each truck and this has again impact of 30 per cent. Now that is the specification as laid down by this Authority for the design of city bridges, Class “ A ”—that gives a Bending Moment of 136,200 feet lbs., Shearing Force 25,520 Concentration to fore beam  
10 of 136,200 feet lbs., Shearing Force 25,520 Concentration to fore beam 25,520—then in Ketchum’s class “ A ” City Traffic again he gives 24-ton—concentration on two axle car, dead load plus live load, and impact 30 per cent—Bending Moment for this gives 27’ 6” as 133,200 Shearing Force 22,600 and Concentration 24,600 with a 20-ton truck and street car 48-tons—with a live load it is possible you would get practically the same criterion.

Mr. BALLS : *Q.* No extra strength for street cars over trucks? 133,200 for truck—25,520 street car and 25,520 Shearing Force—practically the same fore beam. This is another case I have next taken because—

CHAIRMAN : Pardon me, but would you put it this way, Professor (we  
20 had something like this last year) it would not be safe for the City to build a bridge of not sufficient strength to accommodate all kinds of traffic—Now if you talked for several hours or all the rest of the afternoon, could you say any more than that?—*A.* The point I am trying to bring out is that of the present day truck and the street car. One gives a criterion as well as the other—a bridge for street cars does require a heavier bridge than one without street cars—that’s all.

CHAIRMAN : Just go on, do not allow me to interrupt you.—*A.* I have taken another case and that one is for the design—a 50-ton electric car, plus trailer—it is customary in the specification for instance of a 20-ton  
30 truck to know the weight of the truck plus the load carried. In designing Railroad bridges that is E-70 Locomotive that includes a live load—a 50-ton electric car is including a live load—maximum of 30 per cent—Canadian Engineering Association shows 183,500 ft., in lbs., Bending Moment, 31,000 Shearing Force, 31,400 Concentration to Fore Beam—showing worst case you could have a 50-ton electric car and trailer—203,600 Bending Moment, 41,400# Shearing Force, 47,200# Concentration to Fore Beam. 20-ton truck, impact 30 per cent, C. E. S. Assoc., gives Bending Moment 160,500—28,270 lbs. Shearing Force and 32,140 lbs., Concentration to Fore Beam and those are the two maximum loads given in C. E. S. Assoc. Now in  
40 1918 an engineer of Canada brought out a specification and that specification gave a 25-ton truck with same impact. That specification gave 200,500 ft., lbs. Bending Moment, 35,400 Shearing Force and 40,200 Concentration to Fore Beam—very close to figures of 50-ton electric car and trailer.

*Q.* We assume that if that truck were to be overloaded it would be practically the same too?—*A.* I have taken hypothetical case of 30-ton truck—We have 30-ton electric cars and 16-ton trucks.

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CHAIRMAN: Building a bridge for the future—possibly 10 years from now they will be using much heavier trucks—and you visualize a 30-ton truck?—A. Undoubtedly if you double the weight of an electric car you should at least double the weight of electric truck. I have taken that case and it is a hypothetical one. These figures are a good deal larger. I was down at the General Motors Truck Agency the other day getting specifications on a 1930 16-ton truck and they propose selling it to some Transit people to carry a concrete mixer to mix  $4\frac{1}{2}$  yds., cubic, concrete—32,000 lbs., —16-ton truck, which is a load to carry—that gives dead load and live load.

Q. 15-ton truck?—A. No, 16-ton—T-90-A, G. M. 1930 impact 30%, bending moment 116,000; shearing force 20,000; concentration to fore beam 26,000. You will find the figures for the different trucks will vary, due to the fact that the wheel base is different. 10

CHAIRMAN: That practically compares with a 25-ton street car live load?—A. 118,900.

Q. 188,900?—A. The truck gives greater Concentration—that is steel truck—4 wheels. I have made figures up to show the relative Bending Moment, Shearing Force and Concentration of the truck and street car. I have some other information as to the outlook for the design of street cars of the future. As far as I can tell from all information I have looked up, the tendency is for lighter weight street cars of aluminum and duralium construction (14,000 lb. street car—double truck street car.) These cars and car equipment are shown in 1930 magazines and will be of Westinghouse manufacture. I have taken 20 examples—I have omitted busses and I have omitted two inter-urban cars on the back of some of these pages in this book which I do not believe could ever be operated on street car tracks here. I believe the car is 72 ft. long and I do not believe or think you could operate that car on street railway tracks as they are meant for rail-road use. 20 examples here—the total weight they load in is 36,228 lbs., or 18,000 lbs., each—that's for the load. 20

Mr. MELLISH: That's for the load?—A. This includes inter-urban city and suburban cars. The city cars average 46 people—length from bumper is 44 ft. 5 ins., centre to centre of trucks 21' 6"—truck centre distance—Any inter-urban cars that you have here in this literature I do not think you would get around the curves in this city. Maximum given here is 47,800 lb. car—this equals 23.9—sitting capacity 60, length from bumper 49'—truck centre distance 25' 3". Minimum 25,240 lb. car, which equals 12.6 ton, sitting capacity 38, length from bumper 36'—truck centre distance 17'—20 cases—This catalogue was sent out by the Westinghouse people a short while ago and these are very recent values. I have a number of references here in this electric railway journal which all go to show that street car weight is reducing, rather than increasing. I might give comparative figures here—they have three cases—cars with steel bodies and steel trucks, cars with aluminum bodies and steel trucks and cars with aluminum bodies and aluminum trucks, and the car with aluminum bodies and aluminum trucks are all models of January 29—page 160—the latest thing 40

I could get. All information I could find on the subject goes to show that all the traction companies are realizing that it is not economical to have 100,000 dead load against 100,000 live load. I might mention here an 8-wheel inter-urban passenger, sitting capacity 39—maximum capacity 100—cars with steel bodies and steel trucks 37,570 lbs., cars with aluminum bodies and steel trucks 32,055, presenting a saving in weight of 13.7%—cars with aluminum bodies and aluminum trucks 30,055 presenting a saving by using aluminum throughout 20%—The heaviest car here is a 12-wheel duplex articulated two-brace Giant—together 60,905#—cars of all steel bodies and steel trucks—cars of aluminum bodies and steel trucks 50,800—cars of aluminum bodies and aluminum trucks 46,800# presenting a saving of 23%. I have here specifications of lately delivered Regina cars and Montreal cars. I do not want to talk about anything you do not wish—

Mr. GUY : Just the general trend.

CHAIRMAN : Your point is to go on demonstrating the general trend, which you indicated a few minutes ago, towards the lightness of cars?—  
A. Montreal have 25-ton cars.

CHAIRMAN : In one picture here (referring to catalogue) is a 42-passenger—less than a 20-ton car?

Mr. BALLS : Q. Is there any reason why a lighter car should be used in a city like Montreal rather than Winnipeg?—A. Because they have ordered the lighter equipment and I have not the exact figures but I believe that by the expenditure of a few thousand dollars more for the aluminum parts and duralium parts on a car, that in a year or two, they would pay for themselves out of the saving in operation costs to tracks and for passenger service—on account of the whole nature of the situation in Montreal it was more desirable to have them there than here.

Q. The heavier car is more attractive for you can get the crowds?—  
A. With the heavier car you might get greater hold on tracks.

CHAIRMAN : Q. Would our winter conditions require heavier equipment in Winnipeg than in cities of a milder climate?—A. I do not see any reason why they should.

Mr. BALLS : It would not be difficult to operate a lighter car in Winnipeg on account of the sound conditions where a heavier car would operate?—A. Of course the lighter the car, the lighter the traction offered—you have more tendency then for the wheels to spread against the road bed.

CHAIRMAN : Q. Is there not a tendency for snow and ice to work in, then pack down and form ice. Do you remember last Fall—the time of the storm early in November—apparently the operation of that packing of snow and ice lifted the paving on the inside rail?—A. Yes I do.

Q. Now a lighter car might ride up on top of that, would it?—A. It might, it is rather hard to say—that would depend upon the speed it was going and the other conditions. But, of course, I could not say—as far as the handling of the snow goes why all I can think of is where you might need a heavy car would be on heavy snow and ice and a rotary plow—that is a

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plow that throws the snow to one side could be used—they have been used on railroads in the West—the weight of the plow immediately casts the debris sideways and unearths it.

Mr. GUY : Mr. McDonald, with regard to specifications, Government specifications, perhaps you could give us some light on the question—are there any Government Specifications or standard specifications which require the construction of bridge erections to be made for 50-ton street cars ?

CHAIRMAN : No discussion in the matter now.

Mr. GUY : They had to build for 50-ton car, I think Mr. Parker said ? 10  
—A. The Engineer of C.E.S.A. Standard Specifications for steel highway bridges, March 19, 1929—page 13, under heading “ Electric Carloads,” par. 38 : “ Electric carloads shall be . . . ” and continued reading, but reporter was told not necessary to take down. As specified by the engineer and by one of the devices shown in appendix 3—the three types are given there—I take it that that load shown includes passengers as well. Nothing I can find there to the contrary.

Discussion of some length took place here.

CHAIRMAN : 25,000 lbs. per axle ?

Mr. GUY : Q. What would you say there as to question whether the 20 street surface required provision to be made for 50-ton street cars?—A. Well, that is left with the engineer.

Q. The engineer can specify?—A. It is left with the engineer to use his judgment as to what he specifies.

Q. And all points shall be specified by the Engineer?—A. Yes, that is in C.S.E.A. standard specifications.

Q. Are there any others that specify to your knowledge?—A. No Canadian Organization—all American.

Q. What would you say as to the necessity of making provision for 50-ton street cars on this Norwood Bridge?—A. I would say this, that it 30 would be very desirable that they make the bridge to carry that load. In my own mind I do not think the street car service would be curtailed—that is other loads are of different texture. My answer is that I think it is desirable to design for that load.

CHAIRMAN : I think that's all. Thanks, Mr. McDonald.

Cross-exa-  
mination.

Mr. PREUDHOMME :

Q. You know Mr. Parker?—A. Yes.

Q. You know he is a bridge expert?—A. Yes, bridge engineer.

Q. Do you know that he was consulted by the City of St. Boniface 40 in 1927 about the Norwood Bridge?—A. I am not familiar with the details—I believe so—from newspapers I read of that.

Q. From newspapers you read of that?—A. Yes.

Q. You know—you heard him say he gave that bridge question, the construction of the new Norwood Bridge, special study?—A. I read something in the newspapers about it.



Q. Yes, as a bridge engineer with a special study of bridges, would you be prepared to question his judgment?—A. Yes, I might.

Q. You have not connected yourself with this Norwood Bridge, have you?—A. No, there was a case arose here just before I came to Winnipeg, where a bridge fell down and the engineer lost his position on account of that. Other engineers investigated the case, so I might have to do something like that at some time.

10 Q. Yes, you might, you would want to investigate the case—you would naturally check back and criticize—unethically you are not promising to criticize Mr. Parker's judgment on this special job?—A. I do not know what his judgment was.

Q. He gave his evidence to me for a 50-ton car—street car, and he gave his evidence as to what he thought the extra weight of steel would be—necessary for the street car operation?—A. I question his judgment there. Yes.

Q. Do you think that simply by studying the data you have that you can question his judgment on that special job—that Norwood Bridge?—A. Yes, because engineers are apt to sometimes do something without looking at all into the future to see what is going to happen.

20 Q. And you think you have entirely covered the whole horizon, and you do not think he did?—A. I do not know.

Q. You question his judgment and you must know?—A. I believe I stated a little while ago, I did not study judgments in designing—it was not in my study of designing bridges.

Q. He said in his judgment that he thought that extra weight of steel was necessary for the street car equipment?—A. I question that.

Q. Therefore I say that you do not think he has viewed the whole horizon?—A. I think he has neglected to review the horizon as to trucks and heavy loads.

30 Q. You do not think that as light material might be introduced in connection with trucks, as in the case of street cars?—A. Loads for trucks are different.

Q. You did not specify track weights in dealing with trucks as you did when dealing with street cars?—A. Omission on my part.

Q. Well maybe you will change your view as to whether he did regard the horizon. You commented that he did not cover the horizon?

Mr. GUY : Q. What is the horizon?

40 Mr. PREUDHOMME : The witness will answer your question—he has already dealt with the horizon—I have the evidence here.—A. I have some specifications on General Motor Truck Chassis—weighs a little less than 5 ton—load carried is 13 tons.

Q. You have reported on fact that the tendency in street cars is likely to be towards lighter cars—there is likely to be lighter material used—I think you stated a while ago that lighter material would be used in the construction of trucks as well?—A. Correct, but the percentage that it can be reduced in trucks, in proportion to weight of trucks, is very much smaller

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than in the case of street cars due to the fact that the street car's dead load is so much greater in proportion to live load than a truck is to total load.

*Q.* You admit that as a new element that you are now considering lighter material in the construction of trucks?—*A.* Yes.

*Q.* Which you did not consider before?—*A.* No. I did not take that into account—lighter material in the present case, because what I have said here is in connection with what we are dealing with now and actually in existence.

*Q.* Let us get away from illustrating—you introduced lighter mechanism?—*A.* Those are cars that are actually built.

*Q.* I thought you said the tendency was towards lighter cars?—*A.* Yes, the tendency is too.

*Q.* Have you seen one of these cars?—*A.* I probably have—I cannot say.

*Q.* I thought you were dealing with pictures—not facts?—*A.* Specifications are only words.

*Q.* I am coming to that?—*A.* Oh!

*Q.* All your evidence is only literature?—*A.* Yes.

*Q.* Have you ever constructed a bridge yourself?—*A.* I have.

*Q.* On the Red River?—*A.* No.

*Q.* Where?—*A.* In Halifax—the time of the Robert Borden Government—13 highway bridges were put in—12 bridges and two subways.

*Q.* Did you have to make provision for street car operations?—*A.* Yes, sir, on two of the bridges.

*Q.* Is this a different kind of construction?—*A.* Are you asking me about the bridge?

*Q.* Was it different kind of construction to what you would use if you had no street cars?—*A.* Not in this particular case.

*Q.* No. I mean normally?—*A.* That depends on loads.

*Q.* Is it always only loads you have to deal with?—*A.* There might be a little different arrangement in metals, though the total weight of material used would be the same.

*Q.* If you did not have to—taking weight out of it all together, suppose no street car operations, would you not make a different arrangement—what do you think you would do?—*A.* It would depend upon the depth of the bridge.

*Q.* It might possibly?—*A.* For a big girder bridge you have stringers under the big girders and you have a load carried by girders—in this case the load is carried by stringers, fore beams and girders. It is necessary for street car and truck traffic for it to be supported by stringers, girders and fore beams.

*Q.* I do not understand you—did you say yes or no to my question?—

Mr. GUY : What was the question ?

Mr. PREUDHOMME : We are speaking about two bridges.

*A.* The only difference as far as I can see just now, for the street cars the stringers would have to go under or very nearly under the rails.

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Q. You have no estimate as to whether it would cost any more?—  
A. No. I have not. I could tell from the structure or from the plans.

Q. Have you examined the plans?—A. I have examined the plans.

Q. Yes, and what is your conclusion?—A. From the plans, the stringers under the roadway as far as I could tell from the scale were about 3' 4" to 3' 6" under cover—centre to centre—that would mean each one would be lighter due to the fact that they are lighter than the two under the street car rails, due to the fact they are closer together and lean on the double load. It just means that the farther apart the stringers are the heavier they must be.

Q. They must be heavier—certainly double, farther apart, so fewer of them?—A. You might have two light 3' 6" girders.

Q. When no street car operation?—A. If you did not have street car operations.

Q. If you had street car rails on it, what would be the effect of the load on structure?—A. You could have two stringers at a 5' distance—the two weighing no more than the amount of steel used under the roadway in the 5' distance if the stringers were placed 3' 6"—in the 5' you would have two and a fraction.

Q. What when you have to provide for street cars?—A. If you have street cars then the stringers under the track you would only have two instead of two and a fraction.

Q. I do not know what you mean—I suppose you do?—A. If we had a plan I could indicate that.

Mr. PREUDHOMME: Well I might clear it up by saying—in a building you might have joists for a certain definite length of floor—you might have floor joists say 3 ft. apart, these would have to be of a fairly large size, but if you put these joists say 16 inches apart, then they could be lighter.—A. You would put them closer.

Mr. BALLS: Possibly would depend on bracket.

Mr. PREUDHOMME: Q. Why should you put them closer?—A. That's laid down in Building Code—joist figures 16".

Q. You mean to say 16" for a track would be necessary is that what you mean?—A. No, I would not say that.

CHAIRMAN: That's as illustrated by a house.

Q. Supposing you take that bridge, leaving the street car operations off altogether, you say that you would not have stringers close together, or tracks if you did not have street car operations?—A. No, if you do not have street car operations on these bridges you could put in stringers 3' 4" or 3' 6".

Q. Would it be necessary to do it?—A. No.

Q. No, it would not be necessary, you could delete them?—A. With street cars you need heavier steel. I seem to have difficulty in showing my point. The farther apart the centers of stringers are, the heavier.

Mr. PREUDHOMME: Q. But the total amount of metal used in a certain definite space remains the same?—A. Yes.

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*Q.* Need you have them heavier if you have trucks and no street cars?—*A.* If they were the same centers you would have to have the weight.

*Q.* I am not asking you about the centers?—*A.* That's exactly what I am asking you.

CHAIRMAN : What Mr. Preudhomme is asking, as I understand, is do you need the same center space or same space in between for trucks as you do for street cars?—*A.* No.

*Q.* Using same weight of steel?

Mr. PREUDHOMME : *Q.* No, and that would cost more, exactly what I 10 say?—*A.* Well it does not.

*Q.* Does it involve different construction therefore?—*A.* Yes.

CHAIRMAN : *Q.* Does it cost more—it being for a street car—that is any more than it would for trucks?—*A.* The further apart you put the stringers, the thicker must be your floor on top (explanation illustrated here).

*Q.* Going back to the house illustration—if the stringers are 16" apart and you have one floor with your stringers 3' apart, you would have to have double, which is the same as a street car?

Mr. BALLS : *Q.* Your point is that no extra steel is required in stringers, 20 but that extra money will have to be spent on floor if the stringers are wider apart?—*A.* Wherever stringers are wider apart, heavier flooring would have to be provided for trucks running between street cars—if street cars run over the bridge, the roadway between the car tracks must be as strong as the street car rails.

Mr. PREUDHOMME : I am not informed yet, but well we will pass on.

CHAIRMAN : No, I am not either and I do not think with a series of words that we can say this is "the case" we must understand each other.

Mr. MELLISH : My picture is this, that in order to carry street cars over that bridge you need a certain strength of bridge?—*A.* Yes. 30

*Q.* That is, in order to carry both street cars and trucks you need a greater strength than if just trucks were operating over the same area that your street cars are operating on?

Mr. PREUDHOMME : And that's my point?

*A.* If you would ask your questions more clearly, maybe I could answer them.

CHAIRMAN : The thing appears purely like a card puzzle. As I understand it, the street car cannot spread over the same area as the truck goes over. You cannot have street car and truck super-imposing each other. It is just as bad for the truck as for the street car? 40

Mr. MELLISH : *Q.* Do you need greater strength to carry the street car than you do for the truck?—*A.* Not with lighter cars.

*Q.* No?

Mr. GUY: If I might clarify in my own mind, I understand Mr. McDonald's evidence to say as far as considering car operation, it is the same over the bridge and does not require greater strength on bridge-stresses and strains are no greater than for heavy trucks. Under the street car, that is where it runs you have to have heavier steel there.

Mr. PREUDHOMME: That's what I am asking him about?

Mr. GUY: The total weight of steel would be not much in excess.

Mr. PREUDHOMME: Think you should provide for both to operate at the same time, in the bridge.

10 CHAIRMAN: Let another layman in on it.

A. All right, Mr. Chairman.

CHAIRMAN: Expenses again is the point.

Mr. GUY: Any addition—might be thickness to floor.

CHAIRMAN: Mathematics is the chief situation.

Mr. PREUDHOMME: Q. The girders run longitudinally over the piers and under the bridge?—A. That's correct.

Q. Have you taken into account how street car operations affect the main girders of the bridge?—A. That was taken care of in figures I gave in Concentration to fore beams.

20 Q. It would not make any difference with street car operations?—A. Might I hear again?

Q. The street car, as compared with truck, would not have any greater affect on the main girders?—A. (Referring to literature—Well I—

Q. Well, I would like you to answer without referring to your literature all the while. I know this is a question like "Do you still beat your wife?" "You cannot say Yes or No."—A. That depends on the lady you are wishing it on!

Q. You have been dealing with a car—a street car?—A. I have given figures for certain cases.

30 Q. Take a 25-ton car or 50-ton car?—A. I cannot give specific answer to general questions.

Q. You have dealt with a 25-ton street car?—A. All right.

Q. And you said the heaviest truck is 14-ton?—A. I said 16-ton—I beg your pardon, sir. You see that was not fabricated—it is in the literature. It is made—it is not fabricated—I have it right here. Here it is—manufactured in 1930.

Q. You see something on a piece of paper and you say so and so; at any rate we will say it is a 16-ton truck?

40 CHAIRMAN: In that particular case he went down to the General Motors himself.

Mr. PREUDHOMME: Q. Oh, you went down to the General Motors and saw the truck?—A. I have not seen the truck, but the specifications.

Q. Oh, just the specifications?

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CHAIRMAN: No doubt the General Motors specifications are correct. I have seen my car a dozen times but have never measured the wheel base, but I know 110½ is pretty close.

Mr. PREUDHOMME: There is no harm surely in asking an expert about everything which he expresses an opinion on?

Discussion took place here.

Mr. PREUDHOMME: *Q.* We are talking about the construction of cars in Winnipeg running over bridges.

CHAIRMAN: I strongly suspect what Mr. Guy is doing, he is trying to bring in all truck operators in the city as parties to this discussion. 10

Mr. PREUDHOMME: I see, let us deal with experts and see if they have practical experience!

Mr. GUY: Surely an expert can take construction for the future into consideration?

Mr. PREUDHOMME: *Q.* Mr. McDonald, I believe you have information as to the weight of street cars actually operating on the streets of Winnipeg? —*A.* Correct.

*Q.* Have you any information as to the maximum weight of trucks actually operating on the streets of Winnipeg? —*A.* Not right now.

*Q.* Then, how can you make a comparison of the weights of trucks actually operating on the streets of Winnipeg as compared to the weights of street cars operating in Winnipeg? —*A.* Well, I think I can make a comparison. 20

*Q.* Without the knowledge? —*A.* I have not weighed the street cars.

*Q.* I am accepting your information of the Winnipeg Electric Company as to the weight of their cars, and I am asking you, and you said you have not obtained information as to heavy trucks operating in this city? —*A.* I have been told that Leonard McLaughlin have a standard truck weighing 14-ton.

*Q.* I said 14-ton? —*A.* I said 16-ton a while ago. 30

*Q.* We are going back exactly to the same thing—the 16-ton you referred to is the car you say the General Motors have in mind? —*A.* No, I beg your pardon, they have in mind, at least the Transit Mixing people have in mind, using that this summer.

*Q.* Where are they using it? —*A.* They expect to use it on the streets of Winnipeg. They, the General Motors, were trying to sell it to the Transit Mixing people for use on the streets of Winnipeg this summer—I believe that was my statement.

*Q.* And they are trying to sell it? —*A.* Yes.

*Q.* Oh, they are trying to sell it? —*A.* Yes, I believe so. 40

*Q.* That will be a 16-ton? —*A.* Yes, a 16-ton.

*Q.* Fully loaded? —*A.* 4½ yds. cubic of concrete.

*Q.* Of concrete? —*A.* Yes, if I might make a statement here, they say this specification for truck recommends gross weight per dealer's list, 32,000 lbs.

Q. Now, referring to this specification—this appendix which you turn up to show C.E.S.A. specifications, appendix 3, page 47, this design illustrates a 50-ton car—look at the top one.—A. I have never seen a car like that.

Q. You have not seen a car like that?—A. Never. I doubt if they can make a 50-ton car like that.

Q. You see you have not answered my question, it is in that illustration there, a 50-ton car?—A. Yes.

Q. Do you happen to know the weight and capacity of the freight service truck or flat car which the Winnipeg Electric Company use on the streets of Winnipeg?—A. No, I do not.

Q. Would it surprise you to know that they, when loaded, represent 50-tons?—A. No, I would not be surprised.

Q. Should you not take that into consideration when considering the possible provision to be made for weights on a bridge in the city?—A. Yes.

That's all.

Mr. TAYLOR :

Q. Now, confine yourself, Mr. McDonald, to the bridge under construction, the new Norwood Bridge—have you studied traffic conditions there?—A. No, not personally.

Q. Not personally?—A. No, I have not.

Q. So that the evidence you have given is based on theory on a certain system from figures or plans submitted to you?—A. I can say Yes and No to that question.

Q. I would like either one or the other?—A. I cannot answer that question.

CHAIRMAN : My wife, on theory, might expect me to go home to dinner to-night. After all, I might not go home !

Q. My question was, is the witness personally familiar with the traffic conditions there ?

CHAIRMAN : The best he can be as an expert.

Mr. TAYLOR : Might I make a statement ?

CHAIRMAN : Surely, but I am going to decide your case.

Mr. TAYLOR : I am asking if he has studied the traffic conditions over the new Norwood Bridge ?

A. I am telling you right now, I am not going to stand and watch the traffic for two or three months. It is hard to answer some of these questions without clarifying them.

Some discussion here.

A. If a 25-ton car or a whole line of cars ran right across the bridge on the track the rest of the surface of the bridge might be loaded with maximum weight of trucks—that's the case you design for. The point enters here that when the whole bridge is covered with traffic, street cars and trucks, it is practically impossible to get 30 per cent impact. You

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cannot get the whole bridge covered with trucks and street cars and have them speed from 25 to 30 miles an hour, so that if you want a particular case, an engineer would design the bridge for the total number of cars on the bridge and trucks on that bridge and add 30 per cent for impact. Now, I am willing to answer Mr. Taylor's question on that basis, Mr. Chairman.

Mr. CHAIRMAN: All right, Mr. Taylor, go ahead.

Mr. TAYLOR: Q. Witness, if you were told that this bridge was being built between two outlying municipalities for traffic and street cars to be allowed to pass over it and that that bridge was constructed between two provinces where the street car traffic is heavy, would it be the same?—A. 10  
Yes, I would design it for the future.

Q. In taking into consideration the design for the future, would you not base that on present existing visible facts?—A. One certainly should, apparently if it has not been satisfactory.

Q. You know that this bridge is being built between the Cities of St. Boniface and Winnipeg?—A. Yes.

Q. Where a large population of the province is concentrated?—A. Yes, I do.

Q. And of necessity the movement of people in Greater Winnipeg must take place over this bridge by the street car?—A. Yes. 20

Q. In designing such a bridge it would be undesirable to plan it without taking into consideration the use of 50-ton street cars?—A. Well, yes, in giving my answer, it is yes to that.

Q. Now, at the present time you do not know what size ton truck uses this bridge—the present bridge between Winnipeg and St. Boniface?—A. No, same answer as to street cars for that matter.

Q. And the 16-ton truck that you mentioned as having been designed by the General Motors Corporation, 1930, is not used on the streets of Winnipeg or St. Boniface at the present time?—A. No not at the present time. 30

Q. What is the weight of some makes?—A. It would probably take hours of the afternoon telling you that—they are all different.

Q. You know of one in use by the Transit Mixing people—you spoke of this before?—A. Oh, about trying to sell it to them—you see the General Motors are trying to sell it to the Transit Mixing people to go about the city. They are taking the largest one they will use here.

Q. About 10-ton total?—A. 10-ton fully loaded.

Q. Yes, about 10-ton?—A. That is the car they use now, referring to book.

Q. And you know from your study of traffic conditions which you 40 have made that it is possible to regulate the time with these trucks when using busses over bridges?—A. I do not know as to that—I have never made a study of traffic conditions.

Q. Your evidence is entirely based on the strength of steel necessary for a certain ton truck and a certain ton street car?—A. Irrespective of traffic.



Q. In your present time weights, what would you say, irrespective of what traffic conditions would be on bridges?—A. I answered that question a little while ago—insofar as my knowledge goes, an engineer does not sit on a bridge counting the cars going across—he assumes certain specifications cover the present maximum weights without allowing for what the future will hold, and after he assumes a certain maximum weight will come on that bridge he allows for the fact that sometime when the lift span is open for water traffic you might get a series of trucks at one side or the other.

10 Q. Where the bridge is covered with street cars it receives maximum number?—A. It receives maximum weight of trucks on road surface.

Q. Confining yourself, Professor, to the present day tonnage in trucks, what would you say the average weight per truck would be, using the bridge?—A. I could not say the average, the maximum I could tell you.

Q. What is the maximum?—A. 13-ton.

Q. Would you say not existing 13-ton would be used on the existing bridge across to Norwood? Why?—A. I would say, Yes, but I do not know why, I cannot tell you.

20 Q. Who uses these 13-ton trucks—who operates them?—A. I do not know.

Q. Do you refer to these 13-ton trucks as being used just in Greater Winnipeg, or in some other places?—A. Greater Winnipeg.

Q. On what do you base your information?—A. I base my information on literature and information obtained from the Sales Room of the General Motors Corporation and Leonard McLaughlin on Portage Avenue, who are agents for Stewart trucks.

Q. From what they have told you, what the maximum tonnage of the trucks in use is?—A. Yes.

30 Q. And did you inquire what use these trucks were put to?—A. No, I did not.

Q. You know of a large plant which was built in St. Boniface some time ago?—A. Yes, I do.

Q. Now, what would you say the maximum weight of trucks carrying steel for that construction would be, or for construction of that plant would be?—A. I would not say. I could say what I think.

40 Q. What do you think?—A. I think it could easily be 13 tons. When building that plant the trucks they used might be 13 tons. My experience with the construction firms in this city in the last two years is that they load trucks down pretty heavy with reinforcing steel. I would think they would curtail the average load of the steel by distributing it in more loads.

Q. It might have been distributed?—A. It would curtail weight if they distributed it in more loads.

Q. Your inference that it might be held up on the truck is simply a supposition?—A. Yes.

Q. I suggest that we handle a higher strength truck for the industrial section of St. Boniface, who at present are using this bridge, using a bus or car say within the next year which will not exceed 8 tons, what do you

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say?—*A.* If you will give me twenty-four hours, I will have my answer, but I do not agree with you.

*Q.* How much will it exceed 8 ton?—*A.* Well, again I cannot make a direct answer to that question, but if there is ever a manufacturing plant built there it means St. Boniface will never grow. If everyone that has to will buy steel, of course it just means manufacturing more steel. I have a personal knowledge of one structural firm in this city who bends and welds steel.

*Q.* How are girders for the present bridge being erected being carried, by truck or by rail?—*A.* I would say by rail—I saw the present girders one month ago. 10

*Q.* I suggest also that the tendency, Professor, for industry now is to lower the tonnage so as to make deliveries more quickly—smaller trucks and smaller loads?—*A.* I do not agree with that.

CHAIRMAN: Mr. Taylor, the structural specifications of the bridge are all determined, aren't they?—*A.* The reason I did not agree is that you have to have locomotive force driven on rails. You have to have one to follow a certain weight—that shows whether to hold 10 lbs. in one car or several thousand in one car. Mr. Parker in giving his evidence stated why he felt the necessity of a 50-ton car crossing on this new bridge and he said on account of the geographical location of this bridge connecting Winnipeg with the southeastern portion of Greater Winnipeg he figured that there would have to be a good foundation to carry the weight. 20

*Q.* Do you agree with him in that respect?—*A.* I agree with tonnage—that is that there might be 50-ton cars on it sometimes.

Mr. GUY: We are quite willing to agree on any regulation—there is a limit to the 25-ton street car.

Mr. PREUDHOMME: That's on condition that the City finds it convenient and advisable to have a 50-ton street car—they must make provision too. 30

WITNESS: *A.* If you will look on back, referring to magazine—"Truck centre depreciation—page 45—(Read from this magazine). Reporter did not have to take down. All cars on the average in this report where cars range, the truck centre is 17' to 25' 3". I made a statement as far as my knowledge goes a car like that could never get around a curve.

CHAIRMAN: One of the curves in Winnipeg, I think you said?—*A.* Yes.

Mr. BALLS: *Q.* Mr. McDonald, what is the length of street cars?—*A.* They vary considerably.

*Q.* What would you think?—*A.* About 40' 6" to 49'.

*Q.* What is the length of a truck?—*A.* It varies—around 14' between front wheels and back wheel base. 40

*Q.* Of course trucks could not follow each other without a space in between?—*A.* If divided on the bridge, it would accommodate three trucks.

*Q.* Would they occupy any more space than three street cars would?  
 —*A.* That's my point in these figures here. That's how I arrived at these figures.

*Mr. PREUDHOMME:* Three trucks abreast?—*A.* No, I might add in specifications by Ketchum, he gives in addition to weight, area occupied by street car—excuse me, by truck—body would extend at back.

*CHAIRMAN:* Through, Mr. Taylor?

*Mr. TAYLOR:* Yes, sir, I am.

*CHAIRMAN:* Mr. Guy, is there anything you wish to say?

10 *Mr. GUY:* I do not think so, thanks.

*Mr. PREUDHOMME:*

*Q.* Did you ever take into account the probability there might be of two cars, or two cars and a trailer?—*A.* I have.

*CHAIRMAN:* That's taken care of in 1, 2 and 3.

*Mr. PREUDHOMME:* *Q.* And balancing that you say you could put three trucks on it?—*A.* I said there might be three trucks—I have figures of which this is a summary if you care to look at it.

20 *CHAIRMAN:* In the 2, 4, 6, 8, 9—in the 9th row of figures the 50-ton street car and trailer is compared with what is lighter?—*A.* On a hypothetical, sir, a 30-ton truck. The point I raised at that time was that of a 25-ton street car and assuming that a 15-ton truck was used at present—that in future when street car weight might be 50 ton—I am saying this only requisite to assumption—that truck weight might be raised to 30-ton.

*Mr. PREUDHOMME:* *Q.* What you mean is to-day where you have two street cars totalling together 50-ton and your present day 16-ton truck?—*A.* I never said two street cars together making a total of 50-ton and truck 16-ton—the street car and trailer is 50 ton apiece—present day.

30 *Q.* Oh yes, quite true. Oh, you cannot compare with truck 16-ton—only one truck, I assume?—*A.* You might have as many street cars as you could get on a stringer in worst possible position—that is, truck of street car if near the fore beam would not give as great a bending effect as in centre.

*CHAIRMAN:* Calculated on 27' 6" stringer?

*Mr. PREUDHOMME:* *Q.* Say between these two you have street car and trailer representing 50 tons on your main stringer?—*A.* What do you mean by this main stringer?

*Q.* The main stringer?—*A.* Again I repeat what I said a little while ago—assuming a street car 25-ton. I have taken case of as many street cars as you can get on a span of 27' 6" in the worst possible position.

40 *Q.* What weight would they be?—*A.* It came to two street cars for instance taking the 25-ton car.

*Q.* There were two together?—*A.* Yes, wheel bases—the information I have is that the maximum capacity is 100 lbs., weighing complete 150 lbs., trucks 22' centre to centre corresponding to wheel base of car 22' under

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the span 27' 6" as far as the bending movement is concerned. Wheels on trucks 5' centres. I have been given that information and I assume that it is correct. Wheels on truck 5' centre, 5' from 27' 6" divided by 2 = 11.3 on either side of each wheel. You cannot get two trucks of 25-ton per car on one stringer at one time to give the minimum bending moment. 5' from 22' = 17' to centre—shearing force, one wheel of truck is near to the fore beam, one wheel just over the end of stringer 5' and then 17' another 5' in which case there is 27' 6" clear on either end and taking worst case of shearing force or in different position to give maximum shearing force to give bending moment fore beams worst case fore beam, 2 stringers bored into it half way across symmetrically with each case I have shown gives you 14"—pardon me, yes 14", that's right, 17' between the inside wheels on the street cars (illustrating) 8' 6" fore beam for wheel.

Q. 8' 6" for beams for wheel?—A. 5' more wheel on this side and 5' more here—14' from fore wheel this side and fore wheel here but next to fore beam—as far as I can tell cannot put another street car closer than that because car overhangs at the rate of about 10 to 11" at the back and at the front it overhangs a certain amount, so altogether is greater than 14'. You cannot get two street cars to give maximum fore beams.

Mr. BALLS: Q. How would that compare when crowd of people jammed on them?—A. Much heavier.

Q. Either one would be much heavier than if a crowd of people were going over it?—A. I would say so.

Mr. PREUDHOMME: Q. Than a crowd on foot?

Mr. BALLS: For instance, people standing on the bridge watching raises the weight of it?

Mr. PREUDHOMME: Q. You do not take a maximum crowded car?—A. I beg your pardon?

CHAIRMAN: Yes, he said 100 people.

Mr. PREUDHOMME: Q. You said in case we carried more than 100?—A: Conservatively there might be the odd case.

Q. Did you ever hear of a case of an accident in connection with a bridge over a Winnipeg river?—A. You mean the old bridge—I heard of it but I did not know the details.

Q. Only the second time a load passed over it, it went through?—A. Poorly designed I would say.

Q. That was your maximum load passing over it?—A. Something wrong, faulty design or construction.

Q. In providing for the maximum, possibly they might vary the occasional load?—A. I have Dr. Waddell as a reference who is the greatest living bridge authority at the present time.

Q. Do you happen to know what the weight is of the suburban car which the Winnipeg Electric Company are using now?—A. I have been told it is 30-ton.

Q. Is that the Selkirk car, owned by the Winnipeg Electric Company?—A. Yes, it is owned by the Winnipeg Electric Company.

*Q.* Is that a freight car?—*A.* I do not know.

*Q.* Do you know that in Germany street cars are used for freight purposes?—*A.* I do not know.

*Q.* You have never read that?—*A.* No, I have not, I presume it would be very foolish if they did not use them for light freight purposes.

CHAIRMAN: Are you through with this witness, Mr. Preudhomme?

Mr. PREUDHOMME: Yes, through; thank you.

Mr. TAYLOR:

*Q.* Professor, you do know that there are 50-ton street cars—inter-urban—in use at the present time?—*A.* If I had the time to go through this folder, I think I could show you 300 ton Interurban cars.

*Q.* And we also know that the tonnage is limited on trucks at present, the tonnage on trucks being approximately 15 tons?—*A.* I was not aware of that.

*Q.* Do you know what the maximum tonnage of a truck is?—*A.* I would say about 13 tons.

*Q.* Why 13 tons?—*A.* From literature—I have not weighed them.

*Q.* You go on to say that you visualize in the future the tonnage in trucks is going to be of maximum, maximum of what?—*A.* I took hypothetical case of 30-ton truck.

*Q.* Governing from what is in existence to-day, the tonnage would have to double itself in a truck to meet your expectations of what might be used on this bridge as far as trucks are concerned for the future?—*A.* No, my point is this, I do know what is in use or existence at the present time.

*Q.* Street cars existing 50-ton net weight?—*A.* Yes, I grant that.

*Q.* We also know that at the present time there are no trucks existing of say 15-tons in weight?—*A.* I do not agree with that.

*Q.* What would you say the maximum tonnage would be?—*A.* I would say 16 tons.

*Q.* 16 tons?—*A.* Yes.

*Q.* Yes, I know that to begin with—but you say that the tonnage of 16-ton maximum which is in existence to-day is likely to be increased to 30 tons in the future?—*A.* Quite probably.

*Q.* Although you do not know of any in existence at present?—*A.* No.

*Q.* You know of none in existence and operation?—*A.* There are street cars in existence of 50-tons.

*Q.* I would like to change that literature entirely—we will put it in your own language—there are in existence and in operation a percentage of 50-ton electric cars?—*A.* Yes, I said street cars.

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## Evidence of C. H. Dahl.

MR. C. H. DAHL sworn in.

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Mr. GUY : Mr. Chairman, before we start a formal hearing with this witness, I might say I filed with the Board a plan the other day.

A. Yes, we did have that here the other day.

Mr. GUY : I would like it filed with the evidence to show the amount of money that would be required to be spent in connection with the approaches and bridges and with various things. I thought I filed it with the Board at the time.

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CHAIRMAN : I do not appear to have it, it may be gone.

Mr. GUY : Can this copy be accepted as filed, Mr. Preudhomme ?

A. Oh, yes.

Mr. GUY : It is marked off in sections and colours. Mr. Chairman I thought you might wish to use this in questioning Mr. Dahl.

Mr. GUY :

Q. Mr. Dahl, you are the Manager or General Manager of the Winnipeg Electric Company?—A. No, sir.

Q. Vice-President in Charge of Operations?—A. No, Mr. Guy, Vice-President and General Vice-President in Charge of Operations.

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Mr. PREUDHOMME : He should be the General Manager and as such he would have supervision over the Railway Utility and its operations through Winnipeg, St. Boniface and St. Vital, and also that section on which we are now dealing:

Mr. GUY : Q. Now, perhaps you can tell us whether in your opinion the Company will derive any additional revenue by reason of an extension of its existing service, its railway, its existing railway service in St. Boniface ?—A. My general opinion is no, I do not believe that it will increase the revenue. It might be in time that the district in Norwood and across the river will develop by virtue of the bridges being there and that might lead to additional revenue, but for the time being, no.

Q. Well I see, for the time being, no?—A. No.

Q. Now can you tell us how the cost of operations in that area compares with the revenue that is derived at the present time?—A. We are losing on revenues on all lines across the bridge. I have got some statements which I think perhaps will show that.

Q. There are some statements that perhaps will show that, so we will enter these as an exhibit. Are they all in form?—A. Substantially the same as in Mr. Bunnell's report. It is nothing different than in Mr. Bunnell's report—it shows the same thing—hands to Chairman. This takes in figures for the first three months of 1931—incidentally they are the winter months, which are the months of maximum traffic, so that if you were to take into account April, May or the summer months, the

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showing would be considerably poorer than this. We will take all the routes which operate in St. Boniface and St. Vital—some of these routes would perhaps use Provencher Bridge—others would use new bridge and you will note taking St. Boniface cars in three months we lost \$7,971.47; that does not take into account anything in the nature of return on investment. This takes in operating expenses including depreciation. On St. Mary's and St. Anne's we lost \$6,497.96 in three months—Archibald, 3 months \$3,532.78, St. Mary's Road, 3 months \$3,821.95, Stock Yard, 3 months \$2,934.31. Summarized on sheet 2—St. Boniface and St. Mary's cars show a loss of \$5,783.37—Archibald \$10,289.04 and St. Mary's and Stock Yard busses \$16,072.00—St. Boniface report shows figures of losses—page 104 St. Boniface report.

Mr. GUY: I think Mr. Bunnell's, if everyone agrees, should be filed, as part of this goes to show the conditions of the Railway Utility generally.

Mr. BALLS: Q. Where did Mr. Bunnell get the figures for these items you are reading, Mr. Dahl?—A. He got them from us—we have earnings by lines.

Mr. PREUDHOMME: Q. He did not have any for this year?—A. No, these are for 1930.

Q. Oh, I thought you said 1931?—A. No. Some figures illustrated by figures in Bunnell's report. The only thing is here these figures are a part of the lines in Winnipeg—for instance those are St. Mary's and St. Boniface cars and that includes Mountain, Dufferin—losses \$128,825.00—on that line and St. Boniface which is operated in Winnipeg as far as Dingwall's Store on Portage Avenue \$59,295.00 in 1930. The Stock Yard busses which are entirely in St. Boniface showed a loss of \$15,522.00—Rue Archibald entirely in St. Boniface—loss \$16,130.00—St. Mary's Road busses—I know we had substantial losses on St. Mary's Road busses, so that with the earnings in that position you can easily see there is no possibility of ever paying anything back on an expenditure in the bridges.

Mr. GUY: Just before we go ahead—file Bunnell's report and this as exhibits.

CHAIRMAN: We have a lot up here now, you do not need to give us them; Plan will be "Exhibit No. 27" filed.

"Exhibit No. 28" filed—figures of operating revenues and losses.

"Exhibit No. 29" filed—Bunnell Report.

A. Incidentally the Bunnell report gives weights of all the street cars which the company now has, with the one exception.

Mr. GUY: Q. Now you have made the statement Mr. Dahl that there would be nothing to obtain in return of any expenditure in connection with the construction of the lines over the bridges?—A. Yes, sir, I made that statement.

Q. From Exhibit No. 27 the estimates would show what the cost would be apart from the latter—practically what the total cost of the

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Company would be to the approaches and to the bridges and laying track on the bridge?—*A.* We have some estimates worked out.

Mr. GUY : *Q.* Could you tell from Exhibit No. 27?—*A.* Something in the neighbourhood of \$56,000 for car tracks, and fixing the tracks in front of the main car house—this was estimated \$21,000.

*Q.* I understand some additional expenditure would be required if you went across in St. Boniface?—*A.* Yes, the \$56,000 would take care of track over the Norwood Bridge and in Norwood from the bridge to Marion Street. Now then the track on Marion Street from the point where Norwood enters out to Marion and Tache is not in good condition—in fact 10 it is in a condition where it will have to be rebuilt if it is to be used.

*Q.* And what will the cost of that be?—*A.* It runs pretty close to \$25,000 for double track, probably \$26,000 or \$27,000 and I do not know how many feet, but I would imagine pretty close to \$25,000.

*Q.* \$25,000 additional for track to Tache?

Mr. PREUDHOMME : *Q.* That's from the bridge?—*A.* Any street where new track is necessary.

Mr. TAYLOR : *Q.* From Marion to Tache?

Mr. GUY : *Q.* That makes a total of \$71,000.00 or \$81,000.00 where-with to make additions and put tracks over two bridges from where it at 20 present exists—has the Winnipeg Electric Company the finances to do this work?

*A.* I do not know—my impression is they have not. I do not know their cash position now.

*Q.* What is the standing of the Railway Utility?—*A.* Not very good.

CHAIRMAN : Has that any bearing on the question?

Mr. GUY : I think so, Mr. Chairman.

CHAIRMAN : The City might as well say the reason we are here is because there is no money in sight to build the bridge.

Mr. GUY : The consideration in connection with the construction of 30 these tracks over the bridge is whether or not it will bring returns to the Company, and whether the Company is in a financial position to undertake the work. I wish to establish both points—first of all to know about the revenue and net return and secondly if the Company has any money or can borrow money for this purpose.

CHAIRMAN : You go ahead so long as you do not influence us on sympathetic grounds, when we should be on legal.

Mr. GUY : Not sympathetic !

CHAIRMAN : Is the Company in a position to make that construction ?

Mr. BALLS : Those figures you gave were for 1929, a while ago in 40 St. Boniface?

Mr. GUY : No, 1931.



Mr. BALLS : 1930 in Mr. Bunnell's report. The street cars were not operating over the Norwood Bridge then. Have you figures when the street cars were operating?

Mr. GUY : Q. Have you got those, Mr. Dahl?—A. No.

Q. Do you know if the Company were making revenue prior to the closing down of the Norwood Bridge?—A. No, they were not.

Q. Have you a statement for that year?—A. No, but I know from a knowledge of the traffic that the answer would be no. We have not got any figures for 1929 segregated of earnings by lines. As a matter-of-fact, we did not keep earnings by lines until last year—until the increase in fares came in and Mr. Bunnell apparently got certain trends based on the showing from July through to December and he applied that ratio to previous months to get the full year.

Mr. GUY : Oh, yes.

Q. Now, is there any other form of transportation more likely suitable? Oh, did you answer question that I asked—was the Winnipeg Electric Company in a financial position themselves to pay \$21,000 or obtain that money for that purpose?—A. As I have already said, they are not. They do not want to spend any money on tracks on any routes where there is no possibility of getting returns for it.

Q. Getting returns?—A. Yes.

Q. Well, now, the next question—what about the probability or perhaps desirability of other forms of transportation in this area?—A. There are two forms that could be used, gasoline bus or trolley bus.

Q. Trolley bus would probably be preferable—with the trolley bus there would not be any necessity for paving?—A. No, sir.

Q. What would be required in connection with the trolley bus operation?—A. Trolley bus would have to have overhead trolley wire and that's all, otherwise it is just like ordinary busses.

Q. Do you know what amount is set aside for wires?—A. It would cost something like \$6,000·00 or \$10,000·00, I think something like that.

Mr. GUY : I think that's all.

Q. I think Mr. Palk made some mention as to whether the Winnipeg Electric Company was consulted in the matter of building bridges, either the Main Street or Norwood? There was a question as to whether they would build them or not?—A. That all depends. I cannot say that it would not. There were some meetings Mr. Palk referred to where this question was discussed.

CHAIRMAN : Q. The question as to whether or not the bridge would be built—is that not all covered by correspondence in exhibits?

Mr. GUY : That's in there, all right.

Q. Were they consulted, Mr. Dahl, about the design or location of bridges?—A. Not that I know of. I think we did get some complaints that there were changes in our tracks necessary and we were asked what weight of street car?

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*Q.* Was this about all?—*A.* Now this is the only part we took in it. Maybe Mr. Graham had something else, but I do not think so.

*Q.* For all practical purposes they were not consulted about the building or the design or location?—*A.* No.

*Q.* Now, with regard to location: according to the plans, do the new bridges conform as to location with the old bridges?—*A.* Well, they are laid a little different, the Main Street Bridge has just changed the angle to run in alignment with Main Street.

CHAIRMAN: *Q.* Is this shown on the plan?—*A.* Yes.

Mr. GUY: *Q.* That necessitates change in the approach to tracks?—*A.* 10  
Difference in grade, Norwood Bridge to Main Street. It will be necessary to lift paving, some of our curve track, 12" or 18" or something like that.

*Q.* Have you estimated what the cost to the Company would have been if the bridge had been placed in same location as the other one?—*A.* As stated before, we have just two items: the cost of the tracks on the Norwood Bridge and Main Street Bridge, with nothing for the approaches—that would be the track on Main Street \$11,130.00, and Norwood Bridge \$14,850.00; total \$25,980.00. I think that is about the figure that was talked about when the matter was first discussed informally by a meeting in Mr. Palk's office, simply took linear feet and multiplied the cost per foot. 20

Mr. GUY: I think that is all, Mr. Chairman.

Mr. PREUDHOMME:

*Q.* Mr. Dahl, the factor of tracks, new tracks and new paving is something that you contemplate every year in your operations?—*A.* What do you mean?

*Q.* You have to look forward to it?—*A.* Yes, we used to do that.

*Q.* And you have really in your assets that you have laid before the City Council and this Board, sufficient for what you require for car operations and you would take into account the possibility of laying new tracks and constructing pavements?—*A.* Well, there was not anything particularly 30  
in the Main Street case, nothing particularly directly related to that excepting that I believe it was stated as a reason for having to get our financial house in order.

*Q.* Yes?—*A.* Unless that were done we would not be in a position to get the money to make extensions and improvements that should be made.

*Q.* What I mean is this, in arriving at your financial position, so as to form an estimate of what rate you would require to finance your operations you include in your operating all costs or capital expenditure on the certain amount of new track to be laid and new pavements, do you 40  
not?—*A.* We did not, but we should have, probably.

*Q.* I think Mr. Bunnell in his case did?

CHAIRMAN: *Q.* You mean you did not do it for 1931?—*A.* We did not do that in our fares case.

*Q.* I understood Mr. Palk referred to this.

Mr. PREUDHOMME: Q. Don't you always include it?—A. Mr. Guy asked this question.

Q. You do not contemplate making extensions every year?—A. Yes, as a rule we do, we did not make a special point of that in our fares case.

CHAIRMAN: We are not talking about the fare case, just the tracks which must have work done on them each year, construction work.

Mr. PREUDHOMME: Q. And you expect to do some in Winnipeg in the ordinary course?—A. In the ordinary case and in St. Boniface too if everything was normally well.

10 Q. Yes?—A. We are to-day passing through some extraordinary crisis, not only the Winnipeg Electric Company, but everybody else as well.

Q. Yes, you cannot afford to do even ordinary repairs?—A. I do not know that this stand has been taken—we are doing repairs and we have got 100 men doing repairs.

Q. Has not your President written a letter to the City Council stating that the Winnipeg Electric Company could not undertake to do ordinary repairs?—A. I believe that was stated in a letter.

Q. You would regard that as an abnormal condition—you did not accept that as normal?—A. No, Sir.

20 Q. You are hoping the Company will raise that if it continues to exist, and it has to, it has no jurisdiction?

CHAIRMAN: Not being able to increase on incomes—through gasoline tax or any other means you are really awaiting the judgment of this Board in regard to your finances?—A. We are accused of being impatient, but we are waiting for the decision.

Mr. PREUDHOMME: Q. You are assuming your fares will be increased—and that this will provide the revenue for same?—A. We are hoping for either increased fares or adjustment of affairs to be made in order to reduce our expenses.

30 Q. Yes?—A. To control our expenses.

Q. Yes, you are asking for increased fares?—A. Yes.

Q. And you hope that if these obvious necessary things are obtained you will be able to operate normally?—A. We have that hope.

Q. Yes—With respect to consulting you about the purchase, you were present at some interviews before the work was actually undertaken and heard discussions which the two Cities had with your representatives?—A. Either one or two in Mr. Palk's office at which I was present.

Mr. GUY: Q. I do not mean to infer that there were no discussions but I thought the building of the bridge had been decided upon without the Winnipeg Electric Company being consulted—I do not think if any-  
40 thing had been done or if they had been consulted, they would have refused to coincide—that is in case they would be held up.

Mr. PREUDHOMME: I think Mr. Anderson's letter indicates that—the one Mr. Palk put in as an exhibit.

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Q. I believe you are using heavier rails now than you have in the past ?  
—A. Yes on paved track, not in open.

Q. In paving?—A. Yes.

Q. And does that involve more substantial foundation for rails like that, more than usual?—A. No, I do not think so—the concrete is probably no better—same thickness—Mr. Wales is the engineer in charge, and same thickness, he says.

Q. Makes no difference?—A. No.

That's all.

Mr. TAYLOR :

Q. Mr. Dahl, irrespective entirely of the financial position of your company, in your opinion if the street car service (leaving aside the street car) had been resumed over the Norwood Bridge, would you have been in a better position?—A. Well, it is difficult to answer that. It depends on circumstances. If we could get the money to build a track with and we could do that if the traffic justified it, perhaps then we could put steel in and put the track there, but that condition is not present and it is very difficult to recommend putting the track in there when there is no possibility of getting returns, at least not for a long time.

Q. Prior to your discontinuing of street car operations on the Norwood Bridge in September 1929, did you then experience the same difficulty in obtaining revenue?—A. No, not exactly, because in 1929 for instance we carried 61 million passengers and last year we carried 54 million.

CHAIRMAN : Q. That is net 54 million?—A. I mean in-so-far as the Norwood line is concerned.

Mr. TAYLOR : Q. Did it not show you a good profit in 1929, before its discontinuance?—A. No, we have had no profit on any street car lines in Greater Winnipeg, except Selkirk, Park Line and Portage Avenue line. I further might say that the situation goes back for probably 10 years.

Q. Ten years?—A. In certain winter months, certain lines would pay—Corydon and Sargent would show more profit in winter, but over the period of 12 months—a loss.

Q. So that the Norwood Bridge case is not an exception in showing losses? You were shown losses on certain other lines in Winnipeg proper?—A. Yes.

Q. You are familiar with traffic conditions existing between St. Boniface and Norwood on this bridge?—A. Fairly well acquainted.

Q. And that is your particular department to schedule street cars to take care of existing traffic?—A. Yes.

Q. And you know that a great many people walk—that is pedestrian traffic in Norwood?—A. Yes, there are some.

Q. Quite a number?—A. You find that in every city where street cars are operating.

Q. Is it not your opinion Mr. Dahl, that if you had street car service on the River, over the Norwood Bridge that a great many of these pedestrians would use this service?—A. Some perhaps would. Look at

all those who walked before over the other bridge on Main Street, that is a good illustration. There are cars running up Main Street, probably no greater than a minute apart, and at 5.00 p.m. or 5.30 p.m. in the afternoon you can stand at the subway near Higgins Avenue and you will see thousands of pedestrians walking where street cars are operating a minute apart.

10 Q. Possibly so but your objection is not to pedestrians but to the cost of traction on the Norwood Bridge and is based primarily on your financial stringency?—A. Pretty much, and the feeling that it is more-or-less our  
 20 duty to provide transportation at the most economical costs. Now where traffic is comparatively light it is cheaper to transport by bus of some character, especially trolley bus, than it is by street car.

That's all, Mr. Dahl.

CHAIRMAN : Someone else, Mr. Guy ?

Mr. GUY : I think that's all.

CHAIRMAN : It is now 5.30 p.m. Is this the case for your defence or whatever it is ?

Mr. GUY : I want to put in amounts of steel products from the Dominion Bridge Company—where they are carrying the steel from. I  
 20 presume I can just file that or send that in. The weights of the loads and the heaviest trucks then used.

CHAIRMAN : I had hoped we would be through—what about the arguments Mr. Preudhomme, do you wish to submit arguments ?

Mr. PREUDHOMME : I should like to draw your attention to By-law in the statutes.

CHAIRMAN : And I suppose you too, Mr. Guy ?

Mr. GUY : Yes, I would.

CHAIRMAN : We will adjourn now until 2.30 p.m. on the afternoon of May 29th, 1931.

30 Hearing continued, May 29, 1931.

Mr. GUY : I will call Mr. Holmes to make some statements about truck loads.

*(This witness was recalled see p. 84)*

*Before the  
Municipal  
and Public  
Utility  
Board.*

—  
Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.)

—  
No. 13.  
C. H. Dahl.  
Cross-exa-  
mination—  
*continued.*

Before the  
Municipal  
and Public  
Utility  
Board.

## No. 14.

## Evidence of G. A. Holmes.

G. A. HOLMES, being first duly sworn, deposed as follows :

Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.)

No. 14.  
G. A.  
Holmes.  
Examina-  
tion.

EXAMINED BY MR. GUY :

Q. Mr. Holmes, you have been asked to find out the weights of some trucks and their loads, operating in the city of Winnipeg?—A. Yes.

Q. Will you tell us the result of your enquiries?—A. Here are some of the weights that are carried regularly over different bridges and streets. For instance, transformers, owned by the Winnipeg Electric Company and the City Hydro, there are quite a number weigh as high as twenty tons. There are heavier ones handled by rail cars, but these are the ones ordinarily handled by trucks. The truck weighs approximately 15,000 pounds, which gives you a gross load of twenty-seven tons on four wheels, solid tire equipment. We have trucks operating in town that have a total weight of 16,000 pounds and carry a gross weight of as high as eleven tons. That is the most I have ever known. That gives a total of nineteen tons. That is in freight work around town,—groceries and so on. Quite a lot of stuff the Dominion Bridge and other bridge companies move,—some of those steel girders will weight as high as ten tons. The truck that carries them will weigh seven tons and that gives you a gross of seventeen tons. Take steel rails; they come in different sizes, up to as high as twenty tons. Take the drag lines that are moved back and forth along different bridges in the city, and weigh as high as forty tons.

CHAIRMAN : Q. What is a drag line?—A. Well, it is the same as a steam shovel, for digging out sewers and so on. That is about all I have.

Cross-exa-  
mination.

Mr. PREUDHOMME : Q. What is your business, Mr. Holmes?—A. Superintendent, truck and bus department, Winnipeg Electric Company.

Q. What drag lines did you have in mind?—A. I have one in mind that was operated by the Cain Construction Company at one time.

Q. Where is it now?—A. I could not say where it is at the present time.

Q. Where was it being operated?—A. It was being moved through the city. I could not say it was being operated. I mean, transported.

Q. Did the Winnipeg Electric Company have anything to do with the transportation of it?—A. Not of that, no.

BY MR. TAYLOR :

Q. It is very infrequently that a drag line is being taken over the streets of Winnipeg?—A. It is very infrequent. Yes, that is true. I was just mentioning possible loads.

Q. Once in five years?—A. Well, in the last two years I have seen three different drag lines on Assiniboine Avenue.

Q. They would not be the weight of this one that you mentioned?—A. No.

Q. What size were those?—A. Those were probably thirty tons. I am not saying that positively, because I don't know, but I would guess they would be thirty tons.

Q. Transformers are moved infrequently too?—A. No. Transformers are moved quite a bit, between the two companies here.

Q. You say that freight trucks would be nineteen tons?—A. Yes.

Q. What trucks would they be, what firms?—A. Well, I wouldn't like to mention the firms' names.

Q. Would you say that the Harris Abbatoir had any trucks which would go nineteen tons, loaded?—A. No, I don't think they have.

Q. Or any other industrial house in St. Boniface?—A. No, I don't think there are any in St. Boniface that weigh that, not that I know of.

Q. In fact, I suggest to you, Mr. Holmes, that the average meat truck of the Harris Abbatoir does not weigh over four tons, loaded.—A. Oh, it would weigh more than that, loaded. That is only 8000 pounds. They would carry at least three tons of meat.

Q. What would you say the maximum would be?—A. I would say seven tons would be their maximum load.

Q. You are familiar with St. Boniface, are you?—A. Yes.

Q. And there would be no other industry than the Harris Abbatoir using larger loaded trucks than that?—A. Outside of the oil companies. Their weight would be more than that, I think. I am not familiar with what equipment the oil companies have, but they handle a very compact load up to six tons.

Q. But there is no industry, to your knowledge, in St. Boniface, using a truck, loaded, with a maximum weight, say, exceeding eight tons?—A. Well, I would not like to say that, because I don't know how heavy oil company trucks are. I don't know how much they are. I quite see where they would very easily handle six tons, because six tons would be a very ordinary load, and the truck to handle that would weigh at least 10,000 pounds. That would be a gross of eleven tons that you would get very easily.

Q. So you may take it that there is no truck, loaded, in St. Boniface which would have a maximum weight of more than eleven tons, approximately?—A. I would not care to say that.

Q. Do you know of any which would exceed eleven tons?—A. No, I don't.

40 BY MR. PREUDHOMME :

Q. What is the capacity of your freight car which the Winnipeg Electric Company uses?—A. I could not say, Mr. Preudhomme, I don't know. I just have the automotive end of it, and I don't know what capacity they are.

Mr. GUY : Mr. Dahl will be able to tell you that.

*Before the  
Municipal  
and Public  
Utility  
Board.*

Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.).

No. 14.

G. A.

Holmes.

Cross-exa-  
mination—  
*continued.*

Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.).  
No. 14.  
G. A.  
Holmes.  
Cross-exa-  
mination—  
continued.

Mr. PREUDHOMME: Q. How many of those transformers could go on one of those trucks?—A. Do you mean for space, or for capacity?

Q. For space?—A. Well, when we put them on there we have to be very careful. I doubt if you would put over two on at one time, because you have to have room for moving.

Q. How much do you say one of those transformers weighs?—A. The type you would take by car, like that, from fifteen to twenty tons. They weigh as high as twenty tons. Of course, there are heavier transformers than that, but they are moved, the majority of them, individually.

Q. You don't know the weight of those flat cars?—A. No, Sir.

10

No. 15.  
C. H. Dahl  
(re-called).  
Re-exa-  
mination.

No. 15.

Further Evidence of C. H. Dahl (recalled).

C. H. DAHL, already sworn, deposed as follows:

EXAMINED BY MR. GUY:

Q. I omitted yesterday, when you were giving evidence, to ask you about the expenditure that the Winnipeg Electric Company had to make in connection with these bridges, apart from the tracks?—A. Well, there were three or four things had to be done. One was to remove by the river. That was estimated to cost \$5,305. The actual cost was \$5,916. Another was to take the wires off the poles that were supported on the bridge—  
Main Street bridge I am talking about. The estimate was \$9,377. I  
have not got all the charges in yet, but I would say it cost as estimated. Then we had two other little jobs, for which I have not got the exact figures. First of all, we had to make changes at the car house in order to give clearance at the north side. I think we spent something like \$300 to cut out one track and move the switch farther back. Then subsequently, we discovered that the loop that went around the office building there, that cars turn on, has to be moved so as to give clearance, and that was estimated to cost \$930. That has been practically all spent up to date. In addition to that, when the Norwood Bridge comes down we have got some wires on that which have to be taken down, and Mr. Caton estimates \$4,000 for moving those wires. That has not been done yet.

20

30

Mr. PREUDHOMME: Q. You have not got that Caton estimate?—A. No. I have got it at the office.

CHAIRMAN: Q. These figures all relate to the gas and the electric utilities?—A. Well, part of it is railway. The wires are some of them, railway wires.

Q. The railway's portion would be pretty small?—A. Well, it depends.

Q. \$500? \$1,000?—A. It depends on how you apportion it. I would say \$4,000 was practically all railway, nothing all else but railway. That

40



is, \$4,000 to be done on Norwood. And I would imagine \$1,000 or \$2,000 on the Main Street Bridge would be railway. Probably \$6,000, altogether.

Q. Now, in your scheme there is some ladder track work at the north side, which should be done to make the job a thorough workmanlike job at its conclusion?—A. Yes.

Q. Do you recall what your estimate on that is?—A. I think, around \$21,000.

Mr. GUY: For labour \$5,340; for material \$14,590; and for pavement, concrete \$830, asphalt \$1,440.

10 THE CHAIRMAN: What exhibit is that?

Mr. GUY: Exhibit 27.

THE CHAIRMAN: The only thing that is in as Exhibit 27 is this blue print.

Mr. GUY: The estimates should be attached to that blue print.

THE CHAIRMAN: In the blue print there are references to various estimates. That is what I was going to ask you for, the amount of those estimates. That has not been filed, unless this is it.

Mr. GUY: I put them all in. I intended them to be attached together. That is, the blue print and the estimates were all to go in together.

20 Mr. PREUDHOMME: I think you said the data was on the blue print.

THE CHAIRMAN: Yes. I remember looking at this estimate No. 4, and checking over the blue print I could not see anything in figures to correspond with the estimate.

Mr. GUY: I filed a plan with all this information. I intended to have the plan, with all the information dealing with it, as one exhibit. I will leave this with you. (Document produced.)

THE CHAIRMAN: Then we understand this is all a part of Exhibit 27.

Mr. GUY: All a part of 27. That gives the information. It amounts to \$21,370.

30 BY THE CHAIRMAN: Q. Well then, the Street Railway Utility in order to operate the tracks over these bridges, will have to spend these amounts estimated by the Company and shown in Exhibit 27 as a total of \$67,705, including ladder track and everything?—A. No. \$77,000, including ladder; \$65,600 exclusive of the ladder. You have omitted to mention pavement there. I think there is \$10,000 for pavement.

Q. There is a recapitulation, and with reference to pavement does the \$67,705 include the cost in concrete, or the cost in asphalt?—A. I think that includes the asphalt pavement.

40 —A. I don't think so, if you look at the long sheet attached to Exhibit 27. —A. You have to add this \$10,000. That gives you \$77,000.

Q. That will be all additional to the \$19,500 you have told us about now?—A. Yes, sir. And in addition to that we may possibly have to expend \$25,000 in St. Boniface for reconstructing track on Marion Street between Tache and St. Mary's Avenue.

*Before the  
Municipal  
and Public  
Utility  
Board.*

Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.).

No. 15.  
C. H. Dahl  
(re-called).  
Re-exa-  
mination—  
*continued.*

Before the  
Municipal  
and Public  
Utility  
Board.

Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.).

No. 15.  
C. H. Dahl  
(re-called).  
Further  
cross-exa-  
mination.

BY MR. PREUDHOMME :

*Q.* Will you look at that blue print again, Mr. Dahl? Will you explain from the blue print for me exactly what that expenditure involves, that \$90,000?—*A.* In the first place, this is divided into sections. There is \$21,000 connected with this work in here, the ladder track where it turns into the various tracks.

*Q.* That is for taking cars from Main Street in Winnipeg commencing at Assiniboine Avenue, into the car house?—*A.* Yes.

*Q.* Up to the approach to the bridge, and close to the approach to the bridge?—*A.* Yes.

*Q.* Can you tell me where your present tracks end?—*A.* Well, they are broken off right here, where this red starts. They used to go across the bridge, but the approach is torn up there now and they have torn part of the track up.

*Q.* Are your ladder tracks there connected with those tracks as shown on the plan?—*A.* Yes. They go out on this track now.

*Q.* They are not shown on the plan, but they carry to the north of Assiniboine Avenue?—*A.* Oh, yes. It is possible we may make use of this division. Cars are going on this track every day and go down here.

*Q.* Wherein would the ladder tracks vary from where they are now?—*A.* They have relocated the bridge. The former bridge has been approached closer to the ladder track. For instance, I said we spent \$930 moving this loop here.

*Q.* You are including that?—*A.* Yes. We would operate with the ladder track as it is, but it won't be centred on the street. This track will have to be off to one side, something like Osborne Street, and, speaking it over with Mr. Preudhomme, he said, "We will leave that to be discussed at a later date," or something like that.

THE CHAIRMAN : That came up at one of our conferences.

BY MR. PREUDHOMME :

*Q.* I meant to say that is necessarily involved in the operation over the bridge. It is a matter that should be adjusted, you think?—*A.* Well in order to make everything look as it ought to be.

*Q.* For æsthetic purposes, to make it a finished job?—*A.* Yes.

*Q.* But you need not necessarily undertake it now?—*A.* No. There might be some difficulty there. Automobiles will have to pass over the ladder track, which would not be necessary if it were moved over. Then there is an estimate for this red. Supposing we leave the ladder track as it is, then this part of the track, in any event, will have to be elevated and shifted a little bit to be in line with the bridge. I think there is about \$6000 involved in that. Then this green is the new track on the bridge. My recollection is that runs something around \$10,000 or \$11,000.

*Q.* That is for laying the track, or the pavement, as well.—*A.* That includes paving. It includes everything, as if it were a street. Then, at this approach—

Q. That is the southerly approach to Main Street Bridge?—A. Yes. I don't think there is a great deal there. This exhibit gives the estimates for the various things. It is divided into seven parts. I have explained this part—the sum of those two figures, plus this if it is asphalt. Now, the next is for the north approach to Main Street Bridge: \$1000, plus \$3500. It runs about \$6000 and the details are shown on this exhibit.

Q. Does that include foundation for your pavement, as well?—A. Yes, concrete foundation.

10 Q. And going right over the Norwood Bridge?—A. Yes. Then you have this approach; then this approach; and then this approach up to here. What this does not show is the expense we will be put to from here up to Tache, from the end of this road.

By Mr. CHAIRMAN: Q. Of course, that is not chargeable to the bridge.—A. No. But if we are going to spend that much money to make this usable, that follows.

By Mr. PREUDHOMME: Q. If you had no operation over the bridge, would you need your ladder track?—A. Oh, yes.

20 Q. So it is not necessary to the bridge operation?—A. Except that if the bridge had not been built, or if it had been built in its former location, then nothing would be necessary in that ladder track.

Q. The building of the bridge, yes, but not the operation of street cars over the bridge. Those are two different things.—A. Yes. It has nothing to do with the operation of street cars, but it is incidental to the building of the bridge.

Q. You referred to the removing of your electric wires and putting them in the bed of the river?—A. No. The electric wires are overhead.

Q. They are carried on poles over head?—A. Yes, on poles.

Q. But you have your gas main in the bed of the stream?—A. That is in the bed of the stream.

30 Q. Is that how you deal with the St. Boniface situation over the Norwood Bridge?—A. Norwood Bridge will have to take care of the wires in the same way.

Q. The wires will have to be carried on the bridge?—A. I am not just sure, offhand, how he intends to carry them. There are nothing else but railway feeders there.

Q. What I have in mind is, you would not try to span the river?—A. No. I have an idea he will probably attach it to the piers of the bridge until he reaches the point where the span comes, and then by submarine cable across the bed of the river and then up again.

40 Q. You think it would be good operating practice to make provision for the use of both bridges for your gas and electric wires whenever you need to use the bridge for that purpose?—A. Well, for the gas on Main Street Bridge we thought that was essential.

Q. Not for the electric wires, too?—A. Yes, it was.

Q. It would be a good provision, a good reservation, to make to have the right to use the bridges for that purpose?—A. For the wires?

*Before the  
Municipal  
and Public  
Utility  
Board.*

—  
Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.).

—  
No. 15.  
C. H. Dahl  
(re-called).  
Further  
cross-exa-  
mination—  
*continued.*

*Before the  
Municipal  
and Public  
Utility  
Board.*

Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.).

—  
No. 15.  
C. H. Dahl  
(re-called).  
Further  
cross-exa-  
mination—  
*continued.*

Q. Yes.—A. I want to correct what I said, as far as the gas main is concerned. We have no occasion to use the bridge for that. We have put it in the bed of the river.

Q. I notice in a letter, dated October 23rd, 1930, addressed by Mr. Anderson to Alderman Honeyman—it is part of one of the exhibits which have been filed—he says, in discussing the proposal of contribution to the bridge, Norwood Bridge: “It is also to be understood we shall have the same privileges we now enjoy on the existing bridges of using the new bridges for the transmission of gas and electricity.” You don’t agree with him there?—A. I don’t see any occasion for using it for gas at all, now that we have built it in the bed of the river. 10

Q. But still, he is wanting the reservation, in any event?—A. I don’t think so. I don’t think there is any necessity for it. That was dated when?

Q. October 23rd, 1930.—A. Yes. In the winter we were notified by the city engineer to move our gas main and we considered the whole thing and we felt that the only thing to do was to put the main in the bed of the river.

Q. You might not need it for that, but you would for electric wires?—A. It might conceivably be worth something for that.

Q. You have an agreement, of course, giving you that right; you know that?—A. Yes. 20

Q. What is the capacity of one of your flat cars which you use for transporting your material for your system?—A. You mean ties and things like that?

Q. Yes?—A. Oh, I think we put on about fifteen tons, something like that; and the car weighs about 17,000 pounds.

Q. Could it not carry one of your transformers that Mr. Holmes referred to?—A. Oh, yes, it could.

Q. Well, one of those weighs twenty tons. That would increase the load?—A. I imagine it could. 30

Q. I am advised that the capacity of your car, the size of your car, is exactly the same as the one we have on the Water District Line, Greater Winnipeg Water District Line, and that car, fully loaded, represents fifty tons?—A. I don’t think we have fifty tons on ours.

Q. I don’t mean fifty tons freight only, but car and freight would represent fifty tons?—A. No. I don’t think the combined weight of load and everything would run more than thirty tons at any time.

Q. You don’t know definitely, though?—A. Well, I was talking about it yesterday. The question was coming up and I asked the weight of the car and the weight of the load, and I think he said the car weighed about 17,000 pounds and they would put on about fifteen tons. That would make twenty-three to twenty-four tons and if I say thirty, I think I am well within the limit. Actually, we don’t haul transformers on the cars in the City—we have used trucks. We hauled transformers over Provencher bridge twice last winter—fifteen ton transformers. 40

Q. You engage private transportation?—A. Yes. We take a load up to eight tons on our own trucks. If it weighs more than that, we get Bolands.

By Mr. GUY :

Q. Under the agreement with the City in respect of Main Street Bridge there is a provision that the wires that are now taken care of by poles are to be taken down in four years. Have you made provision for the taking down of those wires and putting them either on the bridge or in the bed of the river, in that \$90,000?—A. No, that has not been taken care of. That  
10 extends four years hence and has not been counted at all.

Q. Do you know what that would amount to?—A. Well, there are a lot of wires at the present time. Four years hence we anticipate there will be no occasion for any wires, except railway feeders, and that would probably cost—oh, \$2,000. The reason for not requiring other wires four years hence is this new sub-station that is being built now will be in operation and the customers served by these wires will be fed from the other direction, the Fort Rouge direction, instead of Main Street.

By Mr. TAYLOR :

Q. You take no exception to the estimate given by Mr. Parker, the  
20 consulting engineer, as to the increased cost made necessary?—A. Well, Professor Macdonald testified on that.

Q. Apart from the fact of whether it is justified or not, assuming that the work was done, do you think Mr. Parker's estimate was a fair and equitable estimate of the additional cost? Or whether it is additional or not, if that work has to be done, do you think his estimate has been calculated in a fair and equitable manner?—A. I don't think I am in a position to answer that question.

Q. The estimate that you make in 1927 is practically the same in the various items as that made by Mr. Parker, is it not?—A. So far as the cost  
30 of the track is concerned I think Mr. Parker's figures are close to ours.

Q. And the paving of the bridges?—A. I imagine it is not far off. I have not checked it.

Mr. GUY : That is all the evidence.

CHAIRMAN : Anything further from your side, Mr. Preudhomme ?

Mr. PREUDHOMME : No, sir, nothing further.

Argument then took place.

*Before the  
Municipal  
and Public  
Utility  
Board.*

*Evidence on  
hearing of  
Application.  
(For Winni-  
peg Electric  
Co.).*

*No. 15.  
C. H. Dahl.  
Further  
cross-exa-  
mination—  
continued.*

*Before the  
Municipal  
and Public  
Utility  
Board.*

No. 16.

**Order No. 457 of Municipal and Public Utility Board.**

No. 16.  
Order No.  
457 of  
Municipal  
and Public  
Utility  
Board. 1st  
June 1931.

MANITOBA  
The Municipal and Public  
Utility Board Act

File No. 130/29  
Order No. 457.  
Monday, the First day of June, A.D.  
1931.

Before the Chairman,  
Mr. D. L. Mellish, Member,  
Mr. G. H. Balls, Member.

IN THE MATTER of the construction of a bridge over the Assiniboine River at Main Street by the City of Winnipeg, and 10

IN THE MATTER of the construction of a bridge over the Red River by the Cities of Winnipeg and St. Boniface, connecting Main Street in the City of Winnipeg with the district known as Norwood in St. Boniface, known as the Norwood Bridge, and

IN THE MATTER of the use of said bridges for the purposes of the street railway operations of the Winnipeg Electric Company, and also the use of said bridge over the Assiniboine River for the purposes of its motor buses as auxiliary to the street railway system, the electric light and power utility, and the gas utility of said Company. 20

This application was formally heard and argued at four separate sittings of the board, commencing the fifteenth day of May and concluding the twenty-ninth day of May, 1931. Prior to these hearings several conferences of the parties at interest, both amongst themselves and jointly with members of the Board, failed to find a common ground on which an agreement could be reached.

While the application is stated to be for the "defining or prescribing of the terms and conditions upon which the Winnipeg Electric Company shall or may use" these bridges now being constructed, "for the purposes of its street railway system, motor buses as auxiliary to its said street railway system, electric light and power utility and gas utility," the case is practically that relating to the street railway. 30

As the case developed it appeared to divide into two branches :

(a) the question of the liability of the Company to contribute in part to the cost of the construction of the bridges, and

(b) the extension by the Company of its street railway services over these bridges when they are completed.

As to the first branch, it is the decision of the Board that the Company is not, in law, liable to so contribute, and that so far as the matter is discretionary with the Board, the Company should not be required to so contribute. 40

The evidence of the witnesses for the Cities shows that there will be an additional expense of \$72,750.00 occasioned by the accommodation of the bridges to street car traffic in the future, while witnesses for the Company contend in opposition that the Cities' engineers calculated for fifty ton street cars whereas the maximum weight of such cars now in use is under twenty-five tons and, in effect, that for the increasing size and weight of motor trucks and other gasoline engineered vehicles, the structure of the bridges should be as substantial as accommodation of street car traffic would or will require. It appeared in evidence and was admitted in argument by Counsel for the Cities that bridges heretofore built, e.g. Arlington, Provencher and Maryland, had been completed by the municipal authorities and when put into use by the Company, the proportionate cost for street car roadway and paving had been repaid by the Company, this application being a departure from the precedent so established. It appears to the Board that the practice heretofore obtaining is the correct one and that it is a municipal responsibility to construct the bridges in question for the maximum potential traffic of all kinds likely to develop during the life of the bridges without a differentiation of street car traffic from other types of traffic. Section 114 of the Board's governing statute on which the Cities in part ground their application, appears to contemplate this practice in that the statutory language includes only a "public bridge or subway constructed or to be constructed by the municipality or two or more municipalities."

Insofar as the obligations of the Company in respect of its electric and gas utilities are concerned, the Company, has already spent or will spend to complete its work in all, approximately \$20,000.00 in relocating connections in respect of these two utilities, most of these connections being made by media for crossing the rivers, other than the bridges in question. So far as the motor buses of the Company may increase the traffic over the bridges, there does not appear to the Board any reason why the motor vehicles of this Company should be differentiated in the matter of bridge construction costs from those of any other Company or person.

As regards the Street Railway utility, the new alignment of the bridges and necessary alterations and reconstruction work of the utility arising from the operation of street cars over the bridges will be a charge on the utility of more than \$100,000.00 (exhibit 27 and evidence of Mr. Dahl) from which little if any increased revenues are likely to accrue to the utility. The Board takes this occasion to point out that all such charges and any amount which might be required from the Company as a contribution to the cost of bridge construction according to the application, while nominally and in the first instance a charge on the Company are actually and inevitably a charge on the street car riders of the two Cities. Evidence is abundant that now and for some time this utility is not meeting and has not met costs properly chargeable to the service, with little or nothing whatever for the use of large sums of money fixed irrevocably in the assets of the utility. Having regard to the foregoing the Board

*Before the  
Municipal  
and Public  
Utility  
Board.*

No. 16.  
Order  
No. 457 of  
Municipal  
and Public  
Utility  
Board. 1st  
June 1931—  
*continued.*

*Before the  
Municipal  
and Public  
Utility  
Board.*

No. 16.  
Order No.  
457 of  
Municipal  
and Public  
Utility  
Board. 1st  
June 1931—  
*continued.*

finds that the conditions existing are not those on which it should make an order grounded on paragraph (c) of section 119 of the Municipal and Public Utility Board Act to provide from the revenues of this utility a sum to cover any portion of the costs of the construction of the bridges in question other than those costs which fall within the type of expenditure made by the utility in the cases of the Provencher, Arlington and Maryland Bridges.

Council for the Cities placed in evidence the municipal contracts with the Company. These, in the opinion of the Board, do not obligate the Company to pay more for street rail construction on bridges than on street level. These contractual obligations refer more properly to the second branch of the inquiry—the operation of street railway services over the bridges when they are completed. 10

As to this it was intimated at the hearing by the officials of the Company that street car traffic demands in the localities served by the bridges should be met by a lighter type of service than that supplied by street car. It is doubtful, however, if street car services over the bridges in question can safely be left unprovided for and the Company should prepare to operate its street cars over this route when the bridges are opened. This provision is necessary, both as an alternative to the Provencher Bridge route and for possible future traffic requirements not apparent at the present time. 20

The application is accordingly dismissed, except that the matter may be reopened in the event of disagreement, for the determination of the Company's liability for those portions of the expense arising from the placing of street car rails on the bridges, for which the Company is liable as herein indicated, and for the settlement of the terms by which street car services across the bridges may be provided when construction is completed.

There will be no costs. 30

THE MUNICIPAL AND PUBLIC UTILITY BOARD,  
W. R. COTTINGHAM, Chairman.

(Seal of Municipal & Public Utility Board)

(Signed) MORRIS JACOB, Secretary.

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## No. 17.

**Joint Application of Appellants to Municipal and Public Utility Board  
to re-open Matter.**

*Before the  
Municipal  
and Public  
Utility  
Board.*

**MUNICIPAL AND PUBLIC UTILITY BOARD.**

- IN THE MATTER of the construction of a bridge over the Assiniboine River at Main Street by the City of Winnipeg, and
- IN THE MATTER of the construction of a bridge over the Red River by the Cities of Winnipeg and St. Boniface, connecting Main Street in the City of Winnipeg with the district known as Norwood in St. Boniface, known as the Norwood Bridge, and
- 10 IN THE MATTER of the use of said bridges for the purposes of the street railway operations of the Winnipeg Electric Company.

No. 17.  
Joint applica-  
tion of  
Appellants  
to Municipal  
and Public  
Utility  
Board to  
re-open  
matter.  
30th June  
1931.

The Cities of Winnipeg and St. Boniface hereby jointly make applica-  
tion to the Municipal and Public Utility Board for an order of the Board  
to reopen, pursuant to Order No. 457 of said Board, dated the 1st day of  
June, 1931, the matter of the liability of the Winnipeg Electric Company  
for those portions of the expense in connection with the construction of a  
bridge over the Red River connecting Main Street in the City of Winnipeg  
with the district known as Norwood in the City of St. Boniface, which  
20 bridge is known as the Norwood Bridge, and to fix the amount payable  
by the Company as its share of the cost of paving and for placing street  
car rails on said bridges and approaches and on Main Street, said Company  
having refused to make any contribution towards the cost thereof, and  
for the settlement of the terms by which street car services across said  
bridge may be provided when construction is completed; and the City of  
Winnipeg hereby makes application to the said Board for an order of the  
Board to reopen, pursuant to said Order No. 457 of said Board, the matter  
of the liability of the Winnipeg Electric Company for those portions of the  
expense in connection with the construction of a bridge over the Assini-  
30 boine River at Main Street in the City of Winnipeg, and to fix the amount  
payable by the Company as its share of the cost of paving and for placing  
street car rails on said bridge and approaches and on Main Street, said  
Company having refused to make any contribution towards the cost thereof,  
and for settlement of the terms by which street car services across said  
bridge may be provided when construction is completed.

The said Cities of Winnipeg and St. Boniface will read and refer to  
said Order No. 457 of said Board, and insofar as the City of Winnipeg is  
concerned, the Winnipeg Charter, 1918, and By-law 543 of the City of  
Winnipeg, and insofar as the City of St. Boniface is concerned, the St.  
40 Boniface Charter and certain contracts between the City of St. Boniface  
and the Winnipeg Electric Company between its successors in title to

*Before the  
Municipal  
and Public  
Utility  
Board.*

No. 17.  
Joint  
application  
of Appel-  
lants to  
Municipal  
and Public  
Utility  
Board to  
re-open  
matter.  
30th June  
1931—con-  
tinued.

said Norwood Bridge and the said Company and its predecessors in title, and will also refer to certain correspondence between the Winnipeg Electric Company and the officials and officers thereof and the officials and officers of the Cities of Winnipeg and St. Boniface, and to certain estimates of cost made by engineers and filed on the hearing of this matter resulting in said Order No. 457; and such other documents and matters as Counsel may advise or the Board may require.

Dated at Winnipeg, this Thirtieth day of June, A.D. 1931.

JULES PREUDHOMME,

Solicitor for the City of Winnipeg.

10

F. TRAFFORD TAYLOR,

Solicitor for the City of St. Boniface.

No. 18.  
Order No.  
477 of  
Municipal  
and Public  
Utility  
Board.  
31st July  
1931.

No. 18.

**Order No. 477 of Municipal and Public Utility Board.**

**MUNICIPAL AND PUBLIC UTILITY BOARD.**

214 Law Courts, Kennedy Street, Winnipeg, Canada.

MANITOBA.  
The Municipal and Public  
Utility Board Act. }

File No. 130/29.  
Order No. 477.

Friday, the thirty-first day of July, A.D. 1931.

20

Before THE CHAIRMAN,  
Mr. D. L. MELLISH, Member,  
Mr. G. H. BALLS, Member.

The Board's Order No. 457, dated June 1, 1931, left the way open for a renewal of the application of the municipalities for the determination of the Winnipeg Electric Company's liability in respect of the placing of street car rails on the new Main Street and Norwood Bridges.

Under date of June 30, the Cities of Winnipeg and St. Boniface made application to have fixed "the amount payable by the Company as its share of the cost of the paving and for placing street car rails on said bridges and approaches and on Main Street, said Company having refused to make any contribution towards the cost thereof." This application also asked for the settlement of the terms by which street car services across said bridges may be provided when construction is completed.

30

On Thursday, July 16, the application was considered, representatives of the Cities and the Company being present with their engineers. The Cities took the position that street cars should be provided over the bridges

in question and at the expense of the Company. The Company maintained that street cars are unnecessary at present, and suggested a cheaper form of transportation until the traffic develops sufficiently to warrant the expenditure which street car facilities must entail. The Company subsequently submitted material showing relative costs of the various types of services.

There is no question, to the members of the Board, of the necessity for some form of transportation services over the bridges. The situation has been carefully examined and the case appears to reduce itself to one of determining the type to be provided. The Municipalities ask for rail services; after as careful study of the factors as the Board can give, it agrees with their viewpoint. Of the alternatives proposed by the Company, the trackless trolley and the gasoline bus, the trackless trolley appeals to the Board as best suited for the purposes of the present transportation demand, but for the initial expense, stated to be in the neighbourhood of \$81,000.00. This is considerably greater, about \$25,000.00, than the amount required now for rail services, and too large an expenditure to be undertaken in the event of rail services becoming necessary in the near future. The gasoline bus would be the cheapest of all, but this type of service is of doubtful efficiency having regard to the transfers of passengers which may be necessary from St. Vital car lines, and to the demands of a large railway station on the route.

Primarily, the functions of the Board are regulative, devoted more to the carrying out than to the determination of policy and if the municipal authorities, backed as they appear to be by competent engineering advice, have determined as a policy upon the street car as the vehicle of transportation, that should be the guiding policy unless the weight of evidence is clearly in favor of an alternative proposed. The former services over the old bridges were carried on by rail and, notwithstanding that much of the evidence submitted was referable to the extension of existing facilities, the Board regards the application as one for the renewal of the former services which were temporarily abandoned because of the condition of the old bridges.

The question of expense or costs is twofold. First there is the laying of rails and of related works on the bridges proper. By its Order 457, the Board intimated its approval of the precedents already established whereby the Company became liable for the work of railway construction on other bridges as if same were a part of the surface of the street. Accordingly, it should be made liable for such work on the new bridges. The second branch is more difficult. The new bridges cross the rivers from different bridge-heads and in a different alignment from the old bridges, the Norwood bridge being, in fact, a little further down stream. The old bridges were single tracked and the approaches which then existed and which were destroyed in the rebuilding operations, were also single tracked, this track switching into double tracks on the streets. Clause 12 of the agreement between the City of Winnipeg and the Company, being Schedule "B" to chapter 54 of the Statutes 58-59 Vic. (Manitoba), provides that "The City shall have the right to take up the streets traversed

*Before the  
Municipal  
and Public  
Utility  
Board.*

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tinued.

*Before the  
Municipal  
and Public  
Utility  
Board.*

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and Public  
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tinued.

by the rails, either for the purpose of altering the grades thereof . . . or for all other purposes now or hereafter within the province or privileges of the City; the same being replaced by and at the expense of the City . . .” No similar provision appears to be provided in agreements between the Company and the City of St. Boniface, but the principle is adopted as not unreasonable. Giving this clause a construction applicable to the former single tracks, there would still remain the disposal of the cost of building the second pair of rails on the bridge approaches. While the bridges may be said to be built as public improvements, the Company will benefit from having double trackage across the new bridges and by the elimination of stops occasioned by the single tracks across the old bridges, and the Board thinks that it should be liable for the cost of building these second rails and the related works on the approaches. From estimates furnished of the respective costs, approximate figures could be set out but, rather than rely on estimates for details, the Board deems it better to generalize and to fix the liability of the Company for the railway to be built on the bridge approaches as one-half of the total cost of such works.

Accordingly it is ordered :

1. That the Winnipeg Electric Company is liable for and shall pay the entire cost of placing rails, ties and foundations therefor on the Main Street and Norwood Bridges now in course of construction, and one-half the cost of such works in connection with the several approaches to said bridges. 10

2. That the said Company be and is hereby authorized to charge its expenses occasioned by said works to its street railway depreciation reserve fund.

3. That, as to the kind of and the liability for paving in connection with said works, such contractual obligations as obtained between the parties shall govern, but subject to clause 5 hereof.

4. That, as to the construction of the works ordered herein to be done at the expense of the Company, the Winnipeg Electric Company is hereby made primarily responsible where customary arrangements cannot be carried out. 30

5. That jurisdiction be retained for the disposal of matters incidental hereto.

This Order is issued without costs.

THE MUNICIPAL AND PUBLIC UTILITY BOARD,

W. R. COTTINGHAM, Chairman.

(Seal of the Municipal & Public Utility Board, Manitoba)

(Signed) MORRIS JACOB, Secretary.

No. 19.

Affidavit of C. F. Lidster.

*In the  
Court of  
Appeal.*

## IN THE COURT OF APPEAL.

IN THE MATTER of The Municipal and Public Utility Board Act,  
Chapter 33, 16, Geo. V. Manitoba, and

No. 19.  
Affidavit of  
C.F.Lidster.  
17th August  
1931.

IN THE MATTER of an application by the Cities of Winnipeg and St.  
Boniface for an Order of the Board to re-open the matter of the  
liability of the Winnipeg Electric Company for those portions of  
the expense in connection with the construction of bridges over the  
10 Red and Assiniboine Rivers, and to fix the amount payable by  
the said Company as its share of the cost of paving and for placing  
street car rails on said bridges and approaches and on Main street and

IN THE MATTER of an Order of the said Board dated the 31st day of  
July, 1931, and an appeal therefrom to the Court of Appeal for the  
Province of Manitoba by Winnipeg Electric Company.

I, Charles Franklin Lidster, internal auditor of Winnipeg Electric  
Company, make oath and say as follows :

1. That I am internal auditor of Winnipeg Electric Company and as  
such have knowledge of the matter and the facts herein deposed to.
- 20 2. That street car service has been carried on at a loss in the City of  
St. Boniface and that part of the Municipality of St. Vital within the city  
fare zone over a period of years; the amount shown in evidence before the  
Municipal and Public Utility Board for the year 1929 being \$30,738.39  
for St. Boniface and \$24,574.51 for city fare zone St. Vital.
3. That for 1930 and 1931 the deficit on Street Railway operation in  
that area will be much greater owing to economic conditions.
4. That the financial position of the Railway Utility of Winnipeg  
Electric Company does not warrant the expenditure of \$65,000.00 to  
provide the service ordered by the Board in its order of July 31st, 1931,  
30 herein.
5. That on the basis of the calculation of A. E. K. Bunnell in the report  
of Wilson, Bunnell & Bergstrom Limited dated March 4th, 1931, the  
revenues of the Railway Utility of Winnipeg Electric Company in 1930  
fell short by \$488,857.00 of providing sufficient money to pay bond interest  
on the proportion of bonds applicable to the Railway Utility and the

*In the  
Court of  
Appeal.*  
  
No. 19.  
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C.F. Lidster.  
17th August  
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tinued.

proportion of dividends on the preferred stock applicable to the same as follows :

Bond Interest :		
37·9% of \$16,380,000, or \$6,208,020, average rate of		
5·43% - - - - -		\$337,095
Sinking Fund :		
37·9% of \$72,000 annual contribution - - - - -		28,512
Preferred Stock Dividend :		
37·9% of \$5,000,000 or \$1,895,000 at 7% - - - - -		132,650
		\$498,257
Less net revenue from operation for the year 1930 of - - - - -		9,400
		\$488,857

6. That in 1931 economic conditions have been such as to still further reduce the said revenues and the revenue of the Railway Utility for the first seven months of 1931 was less than that for the corresponding period of 1930 by approximately \$85,000·00.

7. That the financial position of the Railway Utility of the Company does not warrant the expenditure of any sum for capital outlay under present economic conditions. 20

8. That the Company has not the money available wherewith to comply with the order of the Municipal and Public Utility Board nor can it obtain same for the purpose referred to in said order, nor has the Company any depreciation reserve fund out of which the money can be obtained, as appears to have been assumed by the said Board to have existed.

Sworn before me at the City of }  
Winnipeg, in Manitoba, this }  
17th day of August, A.D. 1931 }

C. F. LIDSTER.

F. THOULD,  
A Commissioner in B.R., etc.

No. 20.

Affidavit of D. J. Graham.

*In the  
Court of  
Appeal.*

## IN THE COURT OF APPEAL.

No. 20.  
Affidavit  
of D. J.  
Graham.  
17th August  
1931.

IN THE MATTER of The Municipal and Public Utility Board Act,  
Chapter 33, 16, Geo. V. Manitoba, and

10 IN THE MATTER of an application by the Cities of Winnipeg and St.  
Boniface for an Order of the Board to re-open the matter of the  
liability of the Winnipeg Electric Company for those portions of  
the expense in connection with the construction of bridges over the  
Red and Assiniboine Rivers, and to fix the amount payable by  
the said Company as its share of the cost of paving and for placing  
street car rails on said bridges and approaches and on Main Street,  
and

IN THE MATTER of an Order of the said Board dated the 31st day of  
July, 1931, and an appeal therefrom to the Court of Appeal for the  
Province of Manitoba by the Winnipeg Electric Company.

I, Dale J. Graham, of the City of Winnipeg, in the Province of  
Manitoba, Manager of the Railway Utility of Winnipeg Electric Company,  
make oath and say as follows :

20 1. That I am the Manager of the Railway Utility of Winnipeg Electric  
Company and as such have knowledge of the facts and matters herein  
deposed to.

2. That now produced and marked exhibit " A " is a copy of the  
Order of the Municipal and Public Utility Board dated July 31st, 1931, and  
exhibit " B " hereto is a copy of the application in respect of which such  
Order was made.

3. That to comply with the said Order a capital expenditure will be  
necessary by Winnipeg Electric Company of approximately \$65,000.00,  
being \$40,000.00 for track etc. on the bridges and \$25,000.00 for re-  
30 habilitation of track on Marion Street St. Boniface.

4. That for some years the Railway Utility of Winnipeg Electric  
Company has been operating at a serious annual financial loss and that  
such loss is still continuing.

5. That in my opinion the construction of street car tracks on the  
said bridges with street car operation on same will not make any appreciable  
improvement in the revenues derived from its service ; reasonably adequate  
service being now provided via Provencher Bridge.

*In the Court of Appeal.*

6. That under existing conditions the street railway service required by said order in my opinion will not furnish sufficient business to justify its construction, maintenance and operation.

No. 20.  
Affidavit of D. J. Graham.  
17th August 1931—*continued.*  
\* Separate document.

7. That now produced and marked exhibit " C " \* is copy of the report of Wilson, Bunnell & Bergstrom Limited, Consulting Engineers, who investigated the whole Street Railway problem on behalf of the said Board.

Sworn before me at the City of }  
Winnipeg, in the Province of }  
Manitoba, this 17th day of }  
August, A.D. 1931. }

D. J. GRAHAM.

10

F. THOULD, a Commissioner in B.R. etc.

No. 21.  
Order granting leave to appeal to Court of Appeal.  
20th August 1931.

No. 21.

**Order granting leave to appeal to Court of Appeal.**

**IN THE COURT OF APPEAL.**

In Chambers,  
Hon. W. H. TRUEMAN,  
Judge of Appeal.

Thursday the 20th day of August, 1931.

IN THE MATTER of The Municipal and Public Utility Board Act, Chapter 33, 16, Geo. V. Manitoba, and

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IN THE MATTER of an application by the Cities of Winnipeg and St. Boniface for an Order of the Board to re-open the matter of the liability of the Winnipeg Electric Company for those portions of the expense in connection with the construction of bridges over the Red and Assiniboine Rivers, and to fix the amount payable by the said Company as its share of the cost of paving and for placing street car rails on said bridges and approaches and on Main street, and

IN THE MATTER of an Order of the said Board dated the 31st day of July, 1931, and an appeal therefrom to the Court of Appeal for the Province of Manitoba, by the Winnipeg Electric Company. 30

Upon the application of Winnipeg Electric Company upon hearing read the affidavits of Charles Franklin Lidster and Dale J. Graham together with the exhibits therein referred to and upon hearing what was alleged by Counsel for the applicant as well for the Cities of Winnipeg and St. Boniface :

It is ordered that Winnipeg Electric Company be at liberty and have leave to appeal to the Court of Appeal for Manitoba from order No. 477 of the Municipal and Public Utility Board herein dated the 31st day of



July 1931 whereby Winnipeg Electric Company was ordered inter alia to pay the entire cost of placing rails, ties and foundations therefor on the bridges known as the Main Street Bridge, crossing the Assiniboine river in the City of Winnipeg, and the Norwood Bridge over the Red River, partly in each of the Cities of Winnipeg and St. Boniface, both bridges now being in process of construction : to pay half of the cost of such works in connection with the several approaches to the said bridges and to pave certain portions of the bridges adjoining the said rails according to the Applicant's contractual obligations with the said Cities.

*In the Court of Appeal.*

No. 21.  
Order granting leave to appeal to Court of Appeal.  
20th August 1931—continued.

10

W. H. TRUEMAN,  
Judge of Appeal.

No. 22.

**Præcipe on appeal to Court of Appeal.**

IN THE COURT OF APPEAL.

IN THE MATTER of The Municipal and Public Utility Board Act, Chapter 33, 16, Geo. V. Manitoba, and

IN THE MATTER of an application by the Cities of Winnipeg and St. Boniface for an Order of the Board to re-open the matter of the liability of the Winnipeg Electric Company for those portions of the expense in connection with the construction of bridges over the Red and Assiniboine Rivers, and to fix the amount payable by the said Company as its share of the cost of paving and for placing street car rails on said bridges and approaches and on Main Street, and

20

IN THE MATTER of an Order of the said Board dated the 31st day of July, 1931, and an appeal therefrom to the Court of Appeal for the Province of Manitoba, by the Winnipeg Electric Company.

30

Required to be entered and set down upon the list of causes, matters and proceedings for hearing before the Court of Appeal at the next ensuing sitting thereof, the Winnipeg Electric Company's motion by way of appeal from the Order of the Municipal and Public Utility Board herein dated the 31st day of July, 1931. The appeal is taken pursuant to leave granted by The Honourable Mr. Justice Trueman herein by order dated the 20th day of August, 1931.

The nature of the Motion intended to be made is that the Winnipeg Electric Company (hereinafter called the Company) will ask that the said Order of the Municipal and Public Utility Board (hereinafter called the Board) be set aside, vacated and discharged.

No. 22.  
Præcipe on appeal to Court of Appeal.  
24th August 1931.

*In the  
Court of  
Appeal.*

No. 22.  
Præcipe on  
appeal to  
Court of  
Appeal.  
24th August  
1931—con-  
tinued.

The grounds of appeal are as follows :

- (1) That the said Order of the Board was wrong in law.
- (2) That the Board had no power, warrant, authority or jurisdiction to make the Order.
- (3) That the evidence before the Board did not justify the making of the Order, and that the said Order is against law, evidence and the weight of evidence.
- (4) That the Board erred in making the Order complained of.
- (5) That the Board, being cognizant of the financial position of the railway utility of the Company, should not have ordered the said Company to incur the financial outlay necessarily involved in complying with the said Order. 10
- (6) That the Board erred in distinguishing between the principles applicable to an extension of existing facilities and those applicable to a renewal of abandoned former service.
- (7) That the said Order in reality requires a substantial extension of existing facilities and should not have been made when the financial condition of the Company did not warrant the expenditure required in making and operating such extension.
- (8) That the evidence shows that the extension of service over the said bridges will not increase the revenue of the Company and consequently should not have been ordered. 20
- (9) That the Board failed to give due consideration to the financial aspects of the application and its effect upon the said Company, and under the circumstances should not have ordered the same to be done.
- (10) That the Board had no jurisdiction, warrant or authority to direct that the necessary funds be taken out of the Company's depreciation reserve account and in so doing it acted upon a wrong principle. 30
- (11) That the evidence shows that such extension under existing conditions is neither reasonable nor practicable and will not furnish sufficient business to justify the cost and maintenance of the same and that consequently the same should not have been ordered.
- (12) The Board erred in holding that adequate service could not be provided by gasoline bus, as the evidence shows that such traffic could be adequately provided for in such manner.

Dated at Winnipeg this 24th day of August, A.D. 1931.

GUY, CHAPPELL & TURNER,  
Solicitors for Winnipeg Electric Company. 40

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No. 23.

Formal Judgment.

*In the  
Court of  
Appeal.*

No. 23.  
Formal  
Judgment.  
20th Jan-  
uary 1933.

IN THE COURT OF APPEAL.

To The Registrar of the Court of Appeal.

The Honourable The Chief Justice of Manitoba  
The Honourable R. M. Dennistoun  
The Honourable W. H. Trueman  
The Honourable H. A. Robson  
The Honourable S. E. Richards  
10 Judges of Appeal

} Friday, the 20th  
day of January,  
A.D. 1933.

IN THE MATTER of The Municipal and Public Utility Board Act,  
Chapter 33, 16, Geo. V. Manitoba, and

IN THE MATTER of an application by the Cities of Winnipeg and St.  
Boniface for an Order of the Board to re-open the matter of the  
liability of the Winnipeg Electric Company for those portions of  
the expense in connection with the construction of bridges over the  
Red and Assiniboine Rivers, and to fix the amount payable by the  
said Company as its share of the cost of paving and for placing  
street car rails on said bridges and approaches and on Main Street,  
and  
20

IN THE MATTER of an Order of the said Board dated the 31st day of  
July, 1931, and an appeal therefrom to the Court of Appeal for the  
Province of Manitoba, by the Winnipeg Electric Company.

The appeal of the above named Appellant from Order No. 477 of the  
Municipal and Public Utility Board dated the 31st day of July, A.D. 1931,  
having come on to be argued before this Court on the 12th day of October,  
1932, in the presence of counsel as well for the said Appellant as for the  
said Respondents, whereupon and upon reading the pleadings and pro-  
ceedings and upon hearing what was alleged by counsel aforesaid: this  
30 Court was pleased to direct that the matter of the said appeal should stand  
over for judgment, and the same having come on this day for judgment:

This Court did order and adjudge that the said appeal should be and  
the same was dismissed.

Certified.

A. J. CHRISTIE,  
Deputy Registrar.

(Seal)



## No. 24.

## Reasons for Judgment.

*In the  
Court of  
Appeal.*

The Judgment of the Court was delivered by

No. 24.  
Reasons for  
Judgment.  
Robson J. A.  
(for the  
Court).

ROBSON, J. A.

By order of Trueman, J. A., dated 20 August, 1931, the Winnipeg Electric Company was granted leave to appeal to the Court of Appeal from Order 477 of the Municipal and Public Utility Board herein, dated the 31st day of July, 1931.

The formal order appealed from, after reciting certain matters, proceeded thus :

10

“ Accordingly it is ordered :

“ 1. That the Winnipeg Electric Company is liable for and shall pay the entire cost of placing rails, ties and foundations therefor on the Main Street and Norwood Bridges now in course of construction, and one-half the cost of such works in connection with the several approaches to said bridges.

“ 2. That the said Company be and is hereby authorized to charge its expenses occasioned by said works to its street railway depreciation reserve fund.

“ 3. That, as to the kind of and the liability for paving in connection with said works, such contractual obligations as obtained between the parties shall govern, but subject to clause 5 hereof. 20

“ 4. That, as to the construction of the works ordered herein to be done at the expense of the Company, the Winnipeg Electric Company is hereby made primarily responsible where customary arrangements cannot be carried out.

“ 5. That jurisdiction be retained for the disposal of matters incidental hereto.”

Paragraph 1 above recited reads as if it were the declaratory judgment of a court of jurisdiction competent to decide legal rights and obligations rather than the direction of an administrative or regulating board. It is to be read, however, consistently with the jurisdiction and merely as the executory order of such an administrative board. 30

In addition to the provisions of the Municipal and Public Utility Board Act there are to be considered the special provisions appearing in the statutes affecting the parties and the contracts made by them and obligations assumed by them in accepting franchises as far as these may be pertinent to the matter in hand. I refer particularly to By-Law 543 of Winnipeg, confirmed by Manitoba Statute, 55 Vict. cap. 56, and By-Law 111 of St. Boniface, referred to in Manitoba Statute, 3-4 Edw. VII, cap. 87, s. 2. 40  
Street car connection between Winnipeg and St. Boniface is clearly stipulated for in the latter by-law.

In the course of the simple and expeditious procedure of such boards as that whose order is under appeal local knowledge is generally assumed and much is taken for granted that in judicial proceedings would require proof.

This Court, in the exercise of its appellate jurisdiction, should, at least as to non-contested phases, allow for the latitude accorded to The Municipal and Public Utility Board in officially noticing the conditions surrounding any problem before it for solution.

It is well known that the franchise of the present Winnipeg Electric Company originally applied to the City of Winnipeg alone and that by gradual extension of its franchises and connecting lines it has formed a system of large mileage extending in almost all directions out of Winnipeg and that this system has contributed materially to suburban growth.

10 The Company's lines traversed St. Boniface at an early date and were ultimately extended in a south-easterly direction over the Red River into the area known as Norwood, which is now part of St. Boniface City. The lines also extend beyond St. Boniface south-easterly into other districts for a considerable distance as a suburban service. There are, as is known to all, the two bridges, Provencher and Louise, Provencher bridge being in about the centre and Louise bridge to the north; but I simply dismiss reference to these by saying that the Board evidently did not think that either Provencher or Louise bridge or both of them together would be an adequate substitute for a bridge over the Red River where the Norwood

20 bridge has been. In my view the Board could not escape the conclusion that there must be a bridge over the Red River at the Norwood bridge site and that, in view of the fact, which is apparent without proof, that possibly thousands settled on the east of the Red River in the Norwood vicinity in reliance on the existence of a tram service over that bridge, or over some bridge there, it is entirely out of reason to contemplate a decision that such bridge and such tram service are to be dispensed with. A slight reference to the history of the matter impresses the view that it would be improper to the extent of being unjust that the authorities responsible for the Norwood bridge and the tram service should allow the residents there

30 and on the lines beyond who have been dependent on such bridge and service for convenient access to Winnipeg to be deprived thereof.

It appears that the original Norwood bridge was built by the Norwood Improvement Company. That Company, by agreement dated 10 May, 1904, gave the Winnipeg Electric Street Railway Company (being the present Winnipeg Electric Company) leave and license for eight years to place a railway line on the Norwood Bridge with certain renewal provisions. The line was evidently placed on the bridge under that agreement. A further agreement was made on 24 March, 1909, between The Norwood Improvement Company, The City of St. Boniface and the Winnipeg Electric

40 Railway Company. By that agreement the Norwood Company's special Act was recited and it was stated that the Company had been using the bridge as a toll bridge and that it had certain rights to and interests in the approaches to the said bridge; also that the City of St. Boniface was desirous of purchasing the bridge and appurtenances and the Norwood Company had consented thereto, whereupon it was declared that in consideration of \$75,000 to be paid as stated the Norwood Company covenanted to sell and the City covenanted to purchase the bridge and certain defined

*In the  
Court of  
Appeal.*

No. 24.

Reasons for  
Judgment.  
Robson J. A.  
(for the  
Court)—  
*continued.*

*In the  
Court of  
Appeal.*

No. 24.  
Reasons for  
Judgment.  
Robson J. A.  
(for the  
Court)—  
*continued.*

land subject to certain terms and stipulations one of which was that passage over the bridge was to be free thereafter. The Winnipeg Electric Railway Company joined in the agreement to effectuate the substitution.

It appears to me that these by-laws and agreements shew that passenger accommodation over the Norwood bridge was to be furnished by the Electric Company in the exercise of its franchise and as part of the obligation it assumed in its dealings with the City of St. Boniface as representing the travelling public.

It appears that the use of the bridge by the electric railway was continued until the year 1929, when it was considered that the bridge was unsafe and its use for electric railway purposes was abandoned and other means of passenger transport, not so convenient, were supplied as a temporary measure though at the time there seemed no definite plan for bridge reconstruction.

The Norwood bridge north of the centre thread of the Red River lies in Winnipeg and that part to the south lies in St. Boniface. In close relation, however, is what is known as Main St. Bridge over the Assiniboine River and wholly in Winnipeg. An equally strong bridge of suitable dimensions must be placed over the Assiniboine or a bridge over the Red extending into Norwood would be of no practical value for interurban service. So it happened that when federal and provincial funds were made available to create employment a scheme for bridge construction at these sites was adopted and a very considerable sum of money was appropriated or voted therefor by these respective governments and the two City Municipalities. In accordance with a view which the Board thought was not to be questioned the authorities decided that these bridges should be made of strength and dimensions to carry two lines of tramway. The two municipalities shortly after this work was decided on applied to the Commission for an order that the Railway Company contribute to the cost of the bridge structures proper because, for one thing, the structures had to be made stronger to carry street cars than would be necessary for ordinary vehicular traffic. The commission decided the question as to general contribution by the Company against the Cities but reserved to the Cities the right to apply again in regard to the part of the construction which was exclusively for street car purposes such as the foundation under the rails, the rails, the trolley poles and other equipment fixed in and becoming permanently part of the bridge. A second application was accordingly made very promptly. The Board heard the parties and made the order now under appeal. Meanwhile the bridges were carried on towards completion by the two Cities. In fact the bridges are in general use and appellant's tramcars are passing over them from one city to the other and the residents to the south now have the passenger traffic service contemplated for them from the beginnings hereinbefore described. And the only question that remains is who is to bear the expense of the special work on the two bridges which was necessary to bring about the last phase of such completion.

If the Cities had replaced the Norwood bridge without street railway tracks but adequate to receive them, it might be possible in view of the

origin and history of the bridge that a resident on behalf of all similarly affected might bring a proceeding against the Company to compel the restoration of tram car service over the bridge as long as the Company retains the franchise. The question has not, however, been presented in that form, so that possibility must be excluded from this present consideration. The procedure by means of the commission was intended to provide a simpler and more expeditious way of ensuring the recognition of public rights in such matters.

Both of the street railway franchises in question are for limited terms  
 10 and either may terminate in certain events but it does not seem to me that these possibilities relieved the Company from any duties there are upon it as to providing and maintaining services while the franchises are actually current. Capital expenditures would, I think, fall within the recapture or compulsory purchase clauses and so the Company would not be the loser even in the event of the early purchase by either City of the portion of the system within its borders. In the case between The Toronto Railway Company and the City of Toronto, 94 L.J.P.C. 25, where the City had exercised its power of purchase, the Company was allowed, as part of the award to it, the amount of its expenditures on its installation of equipment  
 20 over a bridge and through a subway.

It is to be observed that in the Winnipeg and St. Boniface Charters "street" includes "bridge." Section 694 of the Winnipeg Charter has a provision for assessing as local improvement the Company's share of the cost of paving streets. Section 739 of the St. Boniface Charter has a similar provision.

Mr. Guy frankly said that this was really a financial question and urged that this work was, if anything, an extension within section 119, clause (c) of The Municipal and Public Utility Board Act, and that it had been shewn that the financial condition of the owner (the railway company)  
 30 did not reasonably warrant the original expenditure required in making and operating such extension. I think clause (c) is not the clause applicable here as it leaves out consideration of possible obligation to extend arising otherwise than under the Act. I think the case rather comes within clause (a) which provides that the Board may order an owner of a public utility to comply with the laws of this Province and any municipal by-law affecting the public utility or its owner, and to conform to the duties imposed thereby, or by the provisions of its own charter, or by any agreement with any municipality or other owner.

The order in question herein can only be tested here as of the day  
 40 on which it was made, namely, the 31st day of July, 1931. I think that, read as stated at the outset hereof, the order appealed from was within the Board's jurisdiction and that it cannot be impeached on any objection of fact or law that was raised before this Court on this appeal.

We are not called on at this stage to consider whether any consequent measures were necessary to carry it out and if so what measures.

I think the appeal should be dismissed.

*In the  
Court of  
Appeal.*

—  
No. 24.  
Reasons for  
Judgment.  
Robson J. A.  
(for the  
Court)—  
*continued.*

*In the  
Court of  
Appeal.*

No. 25.

**Notice of appeal to the Supreme Court of Canada.**

No. 25.  
Notice of  
appeal to  
the Supreme  
Court of  
Canada. 6th  
February  
1933.

IN THE COURT OF APPEAL FOR MANITOBA.

IN THE MATTER of The Municipal & Public Utility Board Act, Chapter 33  
of the Statutes of Manitoba, 1926, and

IN THE MATTER of an Order made by the said Board dated the 31st  
day of July, 1931, as No. 477, whereby Winnipeg Electric Company  
was directed to contribute to the cost of Main Street and Norwood  
bridges and approaches thereto more particularly set forth in said  
Order, and

10

IN THE MATTER of an appeal therefrom by Winnipeg Electric Company  
to the Court of Appeal for the Province of Manitoba.

Between

WINNIPEG ELECTRIC COMPANY - - - - (Respondent) Appellant,  
and

THE CITY OF WINNIPEG AND THE CITY OF ST. BONIFACE  
(Applicants) Respondents.

Take notice that the Winnipeg Electric Company, the above named  
(Respondent) Appellant hereby appeals to the Supreme Court of Canada  
from the judgment, decree, order, certificate or decision rendered, given  
or pronounced herein, by this Court on the 20th day of January, A.D. 1933,  
whereby the appeal of the Winnipeg Electric Company from the order or  
decision of The Municipal & Public Utility Board, dated the 31st day of  
July, 1931, was dismissed.

Dated at Winnipeg this 6th day of February, A.D. 1933.

GUY, CHAPPELL, DUVAL & McCREA,  
Solicitors for the Winnipeg Electric Company  
(Respondent) Appellant.

To the above named (Applicants) Re-  
spondents and to Jules Preudhomme,  
K.C., Solicitor for the City of Winni-  
peg, and to F. Trafford Taylor,  
Solicitor for the City of St. Boniface.

30





## No. 26.

**Bond for security for costs of appeal.***In the  
Court of  
Appeal.*

KNOW ALL MEN BY THESE PRESENTS that Maryland Casualty Company is held and firmly bound unto the City of Winnipeg and the City of St. Boniface, both in the Province of Manitoba, in the sum of Five Hundred Dollars (\$500.00) of good and lawful money of Canada to be paid to the said City of Winnipeg and City of St. Boniface, their attorneys, successors or assigns, for which payment well and truly to be made we bind ourselves, our successors and assigns, firmly by these presents.

No. 26.  
Bond for  
security for  
costs of  
appeal.  
9th March  
1933.

10 Sealed with our seal attested by the proper officers in that behalf this 9th day of March, A.D. 1933.

Whereas a certain application was made by the City of Winnipeg and the City of St. Boniface as applicants and Winnipeg Electric Company as respondent to The Municipal and Public Utility Board of the Province of Manitoba;

Whereas an Order was rendered, given or pronounced, by the said Board dated the 31st day of July, 1931, as No. 477, whereby the Winnipeg Electric Company was directed to contribute to the cost of Main Street and Norwood Bridges and approaches thereto more particularly set forth  
20 in said Order;

Whereas Winnipeg Electric Company appealed from the said Order to the Court of Appeal for the Province of Manitoba;

Whereas judgment was rendered, given or pronounced by the said Court of Appeal on the 20th day of January, 1933, dismissing the appeal of the Winnipeg Electric Company from the said Order;

And whereas the Winnipeg Electric Company complains that in the giving of the judgment in the Court of Appeal upon the said appeal manifest error hath intervened,

Wherefore the said Winnipeg Electric Company desires to appeal from  
30 the said judgment or decision of the Court of Appeal for Manitoba to the Supreme Court of Canada.

Now the condition of this obligation is such that if the said Winnipeg Electric Company effectually prosecutes its appeal and pays such costs and damages as may be awarded against it by the Supreme Court of Canada then this obligation shall be void otherwise to remain in full force and effect.

In witness whereof the said Maryland Casualty Company has caused its Corporate Seal to be affixed hereto attested by the hands of its proper officers in that behalf.

MARYLAND CASUALTY COMPANY,

40

Per F. A. LAWSON,  
R. D. GUY,  
Attorneys in fact.

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*In the  
Court of  
Appeal.*

**No. 27.**

**Order approving security.**

No. 27.  
Order  
approving  
security.  
20th March  
1933.

**IN THE COURT OF APPEAL FOR MANITOBA.**

In Chambers,

The Honourable S. E. RICHARDS,  
Judge of Appeal.

IN THE MATTER of The Municipal and Public Utility Board Act,  
Chapter 33 of the Statutes of Manitoba, 1926, and

IN THE MATTER of an Order made by the said Board dated the 31st day  
of July, 1931, as No. 477, whereby Winnipeg Electric Company was 10  
directed to contribute to the cost of Main Street and Norwood  
Bridges and approaches thereto more particularly set forth in said  
Order, and

IN THE MATTER of an appeal therefrom by Winnipeg Electric Company  
to the Court of Appeal for the Province of Manitoba.

Between

WINNIPEG ELECTRIC COMPANY - - - - (Respondent) Appellant  
and

THE CITY OF WINNIPEG AND THE CITY OF ST. BONIFACE  
(Applicants) Respondents 20

Upon the application of the Appellant and upon reading the consent  
of the Solicitors for the Respondents and upon hearing what was alleged  
by Counsel for the Appellant;

It is ordered that the Bond entered into the 9th day of March, 1933,  
in which the Maryland Casualty Company is Obligor and the above named  
Respondents are Obligees, duly filed as security that the Appellant will  
effectually prosecute its appeal from the judgment or decision of this Court,  
dated the 20th day of January, 1933, and pay such costs and damages as  
may be awarded against it by the Supreme Court of Canada, be and the  
same is hereby allowed as good and sufficient security. 30

Dated at the City of Winnipeg, Province of Manitoba, this 20th day  
of March, A.D. 1933.

S. E. RICHARDS,  
Judge of Appeal.

Consented to :

JULES PREUDHOMME,  
Solicitor for the City of Winnipeg.

F. T. TAYLOR,  
Solicitor for the City of St. Boniface.



No. 28.

Statement of Case.

*In the  
Supreme  
Court of  
Canada.*

No. 28.  
Statement  
of Case.

IN THE SUPREME COURT OF CANADA.  
ON APPEAL FROM THE COURT OF APPEAL FOR  
THE PROVINCE OF MANITOBA.

RE MAIN AND NORWOOD BRIDGES.

Between

WINNIPEG ELECTRIC COMPANY - - - - - *Appellant*  
and

10 CITY OF WINNIPEG AND CITY OF ST. BONIFACE - - - - - *Respondents*

The Winnipeg Electric Company is a company incorporated by private act of the legislature of the Province of Manitoba and inter alia operates and maintains a street railway system in and through the cities of Winnipeg and St. Boniface and the municipalities adjacent thereto.

The City of St. Boniface is separated from the City of Winnipeg by the Red River and this river is spanned at one point by a bridge known as the Norwood Bridge. Traffic crossing Norwood Bridge to Winnipeg emerges upon Main Street and after proceeding a short distance on Main Street crosses another bridge known as the Main Street Bridge. This  
20 latter bridge spans the Assiniboine River. By 1929 these two bridges became out of repair and in such condition that it was considered unsafe by the authorities and the Company to continue the operation of street cars and some other types of traffic over them. In 1930 the Respondent Cities pursuant to unemployment relief measures arranged for the construction of two new bridges. The new Norwood Bridge is placed across the river at a different angle from the old bridge. The south end of this bridge is slightly lower down stream than the old one but the north end converges in part on the same location as the old one, so that the alignment for street car traffic on the new bridge is different. Some changes also  
30 were made in the new Main Street Bridge, although the differences were not so pronounced as in the case of the Norwood Bridge.

Public utilities and particularly street railway transportation in Manitoba are in some respects under the jurisdiction of the Municipal and Public Utility Board of the Province of Manitoba. In March 1931 the Respondent Cities jointly made application to the said board for an order "Prescribing the terms and conditions upon which Winnipeg Electric Company shall or may use for the purpose of its street railway system" the two new bridges. As this application developed it divided into two branches :—

40 (a) The question of the liability of the Company to contribute in part to the cost of the construction of the bridges, and

*In the  
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Court of  
Canada.*

No. 28.  
Statement  
of Case—  
*continued.*

(b) The extension by the Company of its street railway services over these bridges when they were completed. The board, by order dated the 1st of June, 1931, dismissed the application of the Respondents for contribution to the cost of construction of the said bridges but left the way open for a further application by the Respondents to deal with the cost of laying tracks, rails and overhead, etc., on the bridges and approaches thereto when the said bridges were constructed. A subsequent application was accordingly made by the Respondents and apart from argument very little new evidence was heard and an order was made July 31st, 1931, directing the Appellant to pay for the entire cost of placing rails, ties and foundations therefor on the two bridges and one-half of the cost of such works in connection with the several approaches to the said bridges. 10

The amount involved, while not definitely ascertained, is approximately fifty to sixty thousand dollars. The Appellant contended before the said board that the imposition of the cost of the work and the resulting extension of railway service over these two new bridges from the street railway operating standpoint was not justified on account of the expense and the financial position of the Company and that the board under the powers conferred upon it had no jurisdiction to order the Company to extend its street railway service over said bridges. The said Municipal and Public Utility Board also ordered inter alia that "the Company be and it is hereby authorized to charge its expenses occasioned by such work to its street railway depreciation reserve fund"—a fund which did not exist. 20

An appeal was taken pursuant to order granting leave to the Court of Appeal for Manitoba, but the same was dismissed. Winnipeg Electric Company accordingly appeals to the Supreme Court of Canada from said decision and asks that the order of the board and the Judgment of the Court of Appeal be set aside and discharged. 30

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Factum of  
the City of  
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15th August  
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**No. 29.**  
**Factum of the City of Winnipeg.**

PART I.

STATEMENT OF FACTS.

In the year 1930 funds of the Federal and Provincial Governments having been made available for the purpose of creating employment, a scheme for the construction of two bridges, one over the Assiniboine River at Main Street in Winnipeg and one over the Red River connecting Main Street, Winnipeg, with Marion Avenue, Norwood, being a portion of the City of St. Boniface in Manitoba, was adopted and a very considerable 40

sum of money appropriated or voted therefor by the Government of the Dominion of Canada and of the Province of Manitoba and the two cities of Winnipeg and St. Boniface. In accordance with a view which the Municipal and Public Utility Board for the Province of Manitoba thought was not to be questioned, the authorities decided that these two bridges should be made of strength and dimensions to carry two lines of tramway. The Cities of Winnipeg and St. Boniface shortly after this work was decided on applied to the Municipal and Public Utility Board for the Province of Manitoba for an order that the Electric Railway Company contribute to the cost of the bridge structures proper, because, for one thing, the structures had to be made stronger to carry street cars than would be necessary for ordinary vehicular traffic. The said Board decided the question as to general contribution by the Company against the Cities but reserved to the Cities the right to apply again in regard to the part of the construction which was exclusively for street car purposes. A second application was made and the Board, after hearing the parties, made an order declaring (inter alia) that the Winnipeg Electric Company, the appellant herein, was liable for and must pay the entire cost of placing rails, ties and foundations therefor on the two bridges then in course of construction and one half the cost of such works in connection with the several approaches to the said bridges, and from this order the Company appealed to the Court of Appeal for Manitoba. The appeal was argued for the Court of Appeal for Manitoba which Court, in a judgment reported in 41 Manitoba Reports, p. 1, dismissed the appeal. From this judgment of the Court of Appeal for Manitoba the (respondent) appellant is now appealing.

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## PART II.

It is submitted on behalf of the respondent, the City of Winnipeg, that the judgment of the Court of Appeal for Manitoba should be affirmed and the appeal to this Court dismissed with costs for the following amongst other reasons :—

1. The contractual relationship existing between the respondents and the appellant was such as to impose an obligation upon the appellant to resume its street car service over Main Street and Norwood bridges, thereby complying with the terms and conditions of By-law No. 543 of the City of Winnipeg, which By-law was ratified by 55 Victoria, Cap. 56, being a statute of the Province of Manitoba.
2. Section 119, clause (c) of The Municipal and Public Utility Board Act, being ch. 33 of 16 Geo. V (Manitoba) relating to financial capacity to make extensions does not apply, as it left out of consideration possible obligation to extend arising otherwise than under the Act, and because this is a resumption of an established continuous street car service temporarily discontinued by the appellant, and is not such an extension as contemplated by clause (c).

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3. That the case rather comes within clause (a) of said section of said Act, which provides that the Board may order an owner of a public utility :

(a) " To comply with the laws of the province and any municipal by-law affecting the public utility or its owner, and to conform to the duties imposed thereby, or by the provisions of its own Charter, or by any agreement with any municipality or other owner."

4. That the historical record of the whole matter reviewed at some length by Robson, J.A., in the said judgment of the Court of Appeal for Manitoba reported in 41 M.R., pages 4, 5, 6 and 7, conclusively shows that it would be improper, if not unjust, to allow the appellant to permanently discontinue its street car service over Norwood Bridge, thereby depriving the residents in St. Boniface and on the lines beyond of access to Winnipeg, and vice versa, and that a resumption of such discontinued service was essential. 10

5. The respondents have by a preponderance of evidence proved conclusively the absolute necessity for the resumption of street car service over Norwood and Main Street bridges. The appellant has failed to disprove this evidence and has offered no sufficient ground or reason for the discontinuance of this old established tram service or for its refusal to contribute to the extra cost of construction of said bridges made necessary by street car service over same. 20

6. The appellant has failed to differentiate between an extension of service and a resumption of temporarily discontinued established service.

7. The appellant is liable for and should pay the entire cost of placing rails, ties and foundations therefor on the Main Street and Norwood bridges, and one half the cost of such works in connection with the several approaches to said bridges as ordered, because

(a) Of the contractual relationship and obligations existing between this respondent, the City of Winnipeg, and the appellant; 30

(b) Of the statutory duty and obligation imposed upon the appellant;

(c) Of the absolute necessity for restoration of street car service over Norwood and Main Street bridges pursuant to the obligations imposed by the franchises of the appellant;

(d) Of the finding of the said Board that the weight of evidence and the competent engineering advice therein had determined as a policy upon the street car as a vehicle of transportation over Norwood and Main Street bridges, and also of the finding of the Board that the application herein is one for the renewal of the former services which were temporarily abandoned because of the condition of the old bridges as contemplated by said clause (a) sec. 119, rather than that of a new extension as contemplated by said clause (c), sec. 119, of said Act. 40

8. The main argument of the appellant is that this was really a financial question, being an extension within sec. 119, clause (c) of The Municipal and Public Utility Board Act, ch. 33 of 16 Geo. V (Manitoba), but it has utterly failed to show that the financial condition of the company did not reasonably warrant the original expenditure required in making and operating such extension. The evidence is that the appellant proposed to the Municipal and Public Utility Board that it operate a trackless trolley service over the said bridges in lieu of a street car service, which said trackless trolley service would have meant the expenditure of a larger  
 10 sum of money than the cost of the laying of rails as ordered by the said Board. The offer of the appellant to instal a trackless trolley system in lieu of the railway is an admission of its capacity to spend the amount of money involved in such installation, which, as disclosed by the evidence and found as a fact by the Board, would have been greater than the sum it is required to expend for the resumption of the street railway service, as ordered.

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### PART III.

#### ARGUMENT.

The question involved in this appeal arises out of the operations of  
 20 the Winnipeg Electric Company in the cities of Winnipeg and St. Boniface and between the cities. The City of Winnipeg is built on the Red and Assiniboine Rivers. The northerly part of Winnipeg is on both sides of the Red River and the southerly part is on only the west side of the Red River. St. Boniface is confined to only one side of the Red River and no part of St. Boniface is on the Assiniboine River.

The Winnipeg Electric Company is the successor in interest of the Winnipeg Electric Street Railway Company which was incorporated under a statute of the Province of Manitoba, being 55 Victoria, cap. 56, for the purpose mainly of operating a street railway system in what is known as  
 30 Greater Winnipeg—that is to say, the cities of Winnipeg and St. Boniface and adjacent municipalities. It incidentally obtained power to operate a light and power business.

In addition to the general powers granted under the statute of incorporation, the powers contained in a by-law of the City of Winnipeg, No. 543, insofar as the company is concerned were specifically conferred upon the company, the by-law being made an exhibit to and being ratified and confirmed by the statute incorporating the company.

The statute also authorized the company to enter into agreements with other municipalities for street railway operations in their municipalities.

40 Subsequent to the agreement constituted by By-law 543, the company entered into an agreement with the City of St. Boniface for street railway operations in that city, and for some years past the system of the company has been operated in and between the two cities under one single fare, the territory embraced in the two cities being treated as one territory.

## STREET RAILWAY EXTENSIONS.

Section 14 of By-law 543 specified the lines which the company should have in operation before the date therein mentioned, and among them was "On Main Street from Main St. Bridge to northern city limits"; the Main St. Bridge mentioned in the by-law being the bridge over the Assiniboine River. Section 15 of the by-law then proceeds to provide as follows:—

" 15. The Council may during the year 1893, or any subsequent year, by written notice served on the applicants or any one of them, or any one of their officers or agents resident in the City, or any person whom they shall by written notice to the City designate to represent them to receive notices or process, demand the construction of any new line or lines within the City limits, on any street or streets. Line or lines must be designated as to route and terminus, and must extend from line or lines already in operation. At the date of such notice there must be an average actual *bona fide* resident population of at least four hundred persons, of above five years of age, for each half mile of proposed line, living within a distance of one quarter of a mile on each side thereof, and not within one eighth of a mile of any parallel line already in operation, that is an average of four hundred for each quarter square mile measured as above. The applicants shall construct and operate such new line or lines within twelve months from such notice. A *bona fide* commencement must be made within such time as may be fixed by Council when giving notice."

Pursuant to the provisions of the by-law the company in due course extended its street railway across the Main Street Bridge over the Assiniboine River, but did not at that time cross the Norwood Bridge into the City of St. Boniface.

## NORWOOD BRIDGE.

By a statute of Manitoba, being cap. 33 of 54 Victoria, passed on the 18th of April, 1891, The Norwood Bridge Company was authorized to build, erect, construct, work, maintain and manage a solid and sufficient toll bridge for ordinary passenger and traffic purposes over the Red River from some point in the City of Winnipeg south of the junction of the Assiniboine and Red Rivers and between such point of junction and what was then Kennedy Avenue in the City of Winnipeg to a point in the Town of St. Boniface opposite or nearly opposite said point of commencement; and in accordance with the powers thereby conferred a bridge was erected and operated as a toll bridge for pedestrians and vehicular traffic, but there was no street railway traffic on the bridge for many years.

At the time of the construction of said Norwood Bridge, although it was partially in the City of Winnipeg, no portion of the bridge belonged to the city and the City of Winnipeg had no control or jurisdiction over the bridge or any portion thereof. The City of Winnipeg therefore, could

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not require the Winnipeg Electric Company to extend its street railway system across that bridge.

The history of the change of ownership of the bridge is contained in a judgment of the Court of Appeal of Manitoba in this matter, reported in 41 M.R., p. 1, the judgment of Mr. Justice Robson, at p. 5, reading as follows :—

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10 “ It appears that the original Norwood Bridge was built by the Norwood Improvement Company. That company, by agreement dated May 10, 1904, gave the Winnipeg Electric Street Railway Company (being the present Winnipeg Electric Company) leave and license for eight years to place a railway line on the Norwood Bridge with certain renewal provisions. The line was evidently placed on the bridge under that agreement. A further agreement was made on March 24, 1909, between the Norwood Improvement Company, the City of St. Boniface and the Winnipeg Electric Railway Company. By that agreement the Norwood Company’s special Act was recited and it was stated that the company had been using the bridge as a toll bridge and that it had certain rights to and interests in the approaches to the said bridge; also that the City of St. Boniface was desirous of purchasing the bridge and appurtenances and the Norwood Company had consented thereto, whereupon it was declared that in consideration of \$75,000 to be paid as stated the Norwood Company covenanted to sell and the City covenanted to purchase the bridge and certain defined land subject to certain terms and stipulations, one of which was that passage over the bridge was to be free thereafter. The Winnipeg Electric Company joined in the agreement to effectuate the substitution.”

The judgment then proceeds :—

30 “ It appears to me that these by-laws and agreements show that passenger accommodation over the Norwood Bridge was to be furnished by the electric company in the exercise of its franchise and as part of the obligation it assumed in its dealings with the City of St. Boniface as representing the travelling public.

40 “ It appears that the use of the bridge by the electric railway was continued until the year 1929, when it was considered that the bridge was unsafe, and its use for electric railway purposes was abandoned and other means of passenger transport not so convenient were supplied as a temporary measure, though at the time there seemed no definite plan for bridge reconstruction.”

#### BRIDGE PART OF STREET.

Under and by virtue of the Winnipeg Charter, 1918, section 2, the word “ street ” is interpreted to include all highways, roads, lanes, avenues,

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thoroughfares, drives, bridges, and ways of a public nature, and the judgment of Mr. Justice Robson herein above referred to (Record, p. 107) states that the same interpretation is to be found in the Charter of the City of St. Boniface.

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#### PROVISION FOR PAVEMENTS.

Section 7 of By-law 543 of the City of Winnipeg, being a schedule to the Act incorporating the Winnipeg Electric Street Railway Company (55 Victoria, cap. 56, Manitoba) reads as follows :—

“ 7. Whenever the City of Winnipeg decides to pave any street or highway traversed by any of such railway lines the applicants shall pave in similar manner, or in such other manner as may be approved by the City Engineer, and at the same time those parts hereinafter referred to, and in case any streets in which the applicants shall lay a railway track shall have been paved previous to the time of laying such track the applicants shall at once pay to the City the cost of paving such parts less an amount properly allowed for wear and tear which amount shall be ascertained and decided by the City Engineer. 10

“ The parts referred to shall be :

“ In case of a single track, between the rails and eighteen inches on each side of them. 20

“ In case of a double track, between both sets of rails and eighteen inches on each outside of both tracks and two feet on each inside of both tracks, the gauge of said track shall be not less than four feet eight and one-half inches (4 ft., 8½ ins.).”

Section 694 of the Winnipeg Charter 1918 reads as follows :—

“ 694. In every case of construction or renewal of any kind of pavement upon any of the streets or portions of streets occupied by the Winnipeg Electric Street Railway Company, or on any parts of same, the said company shall have the option of constructing their portion of any such pavement, proceeding with such construction at the same time as the city's portion is constructed, provided always that such work shall be the same as that done by the city; or, at the company's request, the city shall construct the same, and in every case the city shall assess the annual rate, covering interest and sinking fund, the rate of interest upon debt and upon investment of sinking fund to be the same as charged and allowed to frontage owners and extending over a like period as that upon which the assessment upon the adjacent ratepayers is adjusted, upon the said company for the cost thereof, with full power to the city to raise such sum by an issue of debentures and to collect the same in the manner provided under this Act for the construction of improvements.” 30 40

Section 744 of the Winnipeg Charter deals with the same matter, but the word "permanent" is used in that section whereas it does not appear in section 694. Section 744 reads as follows:—

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10 " 744. In every case of construction or renewal of any kind of permanent pavement upon any of the streets in the city occupied by the Winnipeg Electric Street Railway Company, the said company shall have the option of constructing their portion of any pavement, provided always that such work shall be the same as that done by the city, or at their request the city shall construct the same, and in every such case the city shall assess an annual rate, covering interest and sinking fund, extending over the like period as that upon which the assessment upon the adjacent ratepayers is adjusted, upon the said company for the cost thereof, with full power to the said city to raise such sum by an issue of debentures and to collect the same in the manner provided under this Act for the construction of improvements."

#### NEED FOR NEW BRIDGES.

20 The continuous traffic on the Norwood Bridge, which was not constructed for street car operations, resulted in a dangerous condition in consequence of which street railway operations over the bridge had to be abandoned. Negotiations between the City of St. Boniface and the Winnipeg Electric Company were carried on for some time prior to the abandonment of the service, and on June 30th, 1925, Mr. McLimont, the then vice-president of the Company, wrote to the City Clerk of St. Boniface indicating two things: first, the rapid increase of traffic over the bridge and, secondly, the danger of continuing the street railway service in the then condition of the bridge. The letter (Part of Exhibit No. 14, Record, p. 177) reads as follows:—

30 " The question of the safety of Norwood Bridge has been the subject of discussion and conference on several occasions between the City and the Company, and as traffic over the bridge has recently been rapidly increasing, the Company deemed it prudent to have an examination made by independent bridge engineers to determine whether or not the bridge is safe for operation of street cars under present conditions, with the result that the bridge is found to be at times dangerously loaded beyond the strength for which it was originally designed; also that the number of years that the bridge has been in service has reduced the strength of the various parts so that the structure to-day is not considered safe for operation for the service to which it is being put. As the Winnipeg Electric Co. 40 uses the bridge for the transportation of thousands of its patrons daily passing between their homes in St. Boniface, Norwood and St. Vital, and their places of business in the City of Winnipeg, the Company will not continue to take the responsibility for operating over the bridge under present conditions.

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“ This is therefore to advise you that some means must be found immediately to relieve the present traffic conditions upon the bridge or else the Company must at once discontinue service over it.

“ I realize that a discontinuance of car service over Norwood Bridge must result in causing inconvenience to the residents of the municipalities affected, but, in our opinion, the safety of our patrons is much more important than any question of convenience.”

Ultimately the street railway service was abandoned, but it was well understood that it was only a temporary condition. At that time the possibility of the construction of a new bridge was being discussed. These two points are made quite clear in a letter addressed by Mr. Dahl, one of the officials of the Company, to the City Clerk of St. Boniface, dated September 23rd, 1929 (Part of Exhibit No. 14, Record, p. 183) in which he states specifically that arrangements made in St. Boniface for rerouting the street cars were temporary and that the street railway service over the bridge, when repaired, would be resumed, or over a new bridge erected in its place when such new bridge may be erected. 10

#### UNEMPLOYMENT RELIEF WORKS.

After the unemployment relief scheme was undertaken by the Dominion and Provincial Governments, and appropriate legislation was passed by the Parliament of Canada and the Legislature of the Province of Manitoba respectively, the cities of Winnipeg and St. Boniface arranged with the Dominion and Provincial Governments for the construction, so far as the City of Winnipeg is concerned, of a bridge over the Assiniboine River, partly at and near to the site of the old Main Street Bridge, and to join with the City of St. Boniface in the construction of a bridge partly at and near to the site of the old Norwood Bridge between the cities of Winnipeg and St. Boniface, the boundary between the two cities being the centre of the stream of the Red River. 20

Viewing the suspension of operations of street cars over these bridges as temporary only, plans were made to construct the new bridges of sufficient width and strength to accommodate a double line of street cars, to replace, insofar as the Main Street Bridge over the Assiniboine River was concerned, the old single line, and as to the Norwood Bridge, the old double line; and in working out the plans negotiations were opened with the Winnipeg Electric Company with a view to obtaining a contribution from that Company towards the cost of the bridges. The basis of the request for a contribution from the Company towards the cost of the bridges insofar as the City of Winnipeg is concerned was that the bridges were a part of the street. Insofar as the Main Street Bridge was concerned, there was a street diversion and new street to be constructed in place of part of the old bridge (street), and insofar as the Norwood Bridge was concerned, as applicable to the City of Winnipeg, the bridge (street) was an entirely new undertaking. 30 40

The City of Winnipeg considered that under the provisions of By-law 543 and the Winnipeg Charter hereinbefore recited, the Company was liable to pay for the construction of a part of the pavement, and by way of foundation to the pavement the extra strength to be placed in the steel of the bridge would be treated in the same way as the usual extra foundation for pavement under street car tracks as compared with the foundation placed outside of the street car rails under the pavement of the street; and in any event the Company would be liable to lay its own rails on the portions of Main Street Bridge which were new street in the diversion and  
 10 insofar as the Norwood Bridge is concerned, on the new street being constructed by the City. In the course of the negotiations some correspondence took place, and Mr. Palk, the Vice-President i/c Executive Matters, on October 17th, 1930, addressed a letter to Ald. Honeyman, Chairman of the Norwood Bridge Committee of the Council of the City of Winnipeg, in which he admits that the Company would be liable to pay for the cost of rails, ties and overhead trolley should it be necessary to operate the street railway over the bridge. The letter (Exhibit No. 25, Record, p. 185) reads as follows:—

20 “ Upon his return to the City I informed Mr. Anderson, the President, that a delegation representing the Cities of Winnipeg and St. Boniface had called at this office on October 14th to ascertain what contribution the Company was prepared to make towards the construction of the proposed new Norwood Bridge over the Red River, and am instructed by him to advise you that the Company is not in a position to incur any financial obligation in connection with public improvements, and that the Company’s attitude towards the proposed new Norwood Bridge over the Red River is that by reason of circumstances over which the Company had no control, operation of street cars over Norwood Bridge and Main Street  
 30 Bridge was abandoned some time ago, and a new route of transportation opened up.

“ Under these circumstances the Company is not at the moment in a position to say that it is advisable to again change its plans and consider street railway operation over the bridges in question, and, until it has made the necessary study to determine this question, is not in any position to say whether or not it will make any contribution towards Norwood Bridge, but in case it should after study appear necessary or advisable to provide for street railway transportation over this bridge then the Company would feel that the  
 40 only contribution it could properly be called on to make would be the cost of rails, ties and overhead trolley.

“ In view of the above, might I suggest that it might be advisable for the municipalities concerned, in case they decide on building these new bridges, to provide car tracks when they are being built, and in the event of street car service being operated over the bridges in the future, the Company could then reimburse the municipalities on the

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above basis, as has been done in certain cases in the City of Winnipeg heretofore.”

This letter was followed by one addressed by Mr. Edward Anderson, the President of the Company, dated October 23rd, 1930, (Part of Exhibit No. 7, Record, p. 187) to Alderman Honeyman, accepting the position that the Company would be under obligation to pay for street car tracks.

The negotiations continued, but no definite arrangement was reached, and as it was necessary for the cities to proceed with the work an application was made to the Municipal and Public Utility Board under the Municipal and Public Utility Board Act, being cap. 33 of 16 George V (Manitoba). 10 The application was a joint one by the two cities and it was made prior to the completion of the bridges, as it was necessary to proceed with the work. It was an application to the Board to fix the amount payable by the Company as its share of the cost of paving and placing street car rails on the said bridges and approaches and on Main Street, and for settlement of the terms on which the street car services across the said bridges may be provided when construction was completed.

The application was refused, but the Board left the matter open so that a new application could be made to fix the amount payable by the Company for the cost of paving and placing street car rails on said bridges 20 and approaches, and for settlement of the terms by which street car services across said bridges would be provided.

#### MUNICIPAL AND PUBLIC UTILITY BOARD ACT.

The appeal from the Municipal and Public Utility Board was under sub-section (1) of section 57 of the Act, being cap. 33 of 16 George V (Manitoba), which provides as follows:—

“ 57.—(1) An appeal shall lie to the Court of Appeal from any final order or decision of the Board to the Court of Appeal upon:—

- (a) Any question involving the jurisdiction of the Board; or
- (b) any point of law; or 30
- (c) any facts expressly found by the Board relating to a matter arising under Part III.”

The Act in question affects municipalities as well as public utilities, and Part III deals with public utilities.

The order of the Board, being Order No. 477, was made pursuant to Order 457, dated June 1st, 1931, which left the way open for the renewal of the application of the municipalities for the determination of the Company's liability in respect of the placing of street car rails on the bridges, and in the operative part of the order the last paragraph provides that “ jurisdiction be retained for the disposal of matters incidental hereto.” 40

The real matter in dispute in this case is the immediate resumption of service, and this order does not finally dispose of that matter but simply gives directions for the working out of the rights of the parties. It does

not fix the amount payable by the Company, as the application asks. The amount is yet to be ascertained.

Sub-section (2) of section 46 of the Act provides that the Board, instead of making an order final in the first instance, may make an interim order and reserve further directions either for an adjourned hearing of the matter or for further applications. It would appear, therefore, that the Board did not intend to finally dispose of the matter, and that being the case the order is not final and there was no appeal to the Court of Appeal. The Court of Appeal, however, has dealt with the matter as though the appeal was properly taken, and examines the sections of the Act under which the Board made the order.

Section 119 of the Municipal and Public Utility Board Act provides that the Board shall have power by order in writing and notice to and hearing of the parties interested, to require every owner of a public utility :—

“ 119.—(a) To comply with the laws of this Province and any municipal by-law affecting the public utility or its owner, and to conform to the duties imposed thereby, or by the provisions of its own charter, or by any agreement with any municipality or other owner ;

(b) To furnish safe, adequate and proper service and to keep and maintain its property and equipment in such condition as to enable it to do so ;

(c) To establish, construct, maintain and operate any reasonable extension of its existing facilities when in the judgment of the Board such extension is reasonable and practicable and will furnish sufficient business to justify the construction and maintenance of the same, and when the financial condition of the owner reasonably warrants the original expenditure required in making and operating such extension.”

It is obvious that the Board has power to make the order under either (a) or (b) as well as under (c). That is to say, it may compel the performance of duties imposed by municipal by-law or by an agreement with any municipality, and if under the agreement the Company is bound to supply the service, then an order may be made accordingly. The fact that it may also order an extension of a service for which there may be no agreement or which the Company may not be bound by any charter or agreement with any municipality to carry out, does not deprive it of jurisdiction to compel the performance of the duty to supply the service if under the agreement the Company is bound to supply the service. If there be no agreement and the Board is acting under sub-section (c), then the Board is required to inquire into the question of the amount of business to justify the construction and maintenance of the extension. If this be treated as a resumption of a previously existing service temporarily suspended, then sub-section (c) does not apply at all, and although owing to a slight diversion of the streets and bridges the pavement and construction and the rails to some extent are new work, yet so far as the service is concerned it is not

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to be regarded as a new service and therefore an extension of a pre-existing service, but is to be treated as a resumption of an old service temporarily suspended, as indicated by the letter addressed by Mr. McLimont to the City Clerk of St. Boniface, dated June 30th, 1925, and the further letter addressed to that official by Mr. Dahl, dated September 23rd, 1929.

The powers of the Board, however, to order the work are not exhausted under section 119. Sections 111, 112 and 113 deal with the use of the high-ways in municipalities by owners of utilities.

Section 111 is to cover cases where the owner of a utility fails to agree with the municipality as to the use of a highway and goes to the Board for assistance. 10

Section 112 deals with cases where the owner of a utility desires to cross a municipality to extend its service into another municipality, and fails to get the consent of the municipality to be crossed, then goes to the Board.

Section 113, sub-section (1), deals with the carrying out of terms imposed by the Board on application by a utility under the previous two sections. Sub-section (2) of section 113 provides that upon the complaint of any municipality that an owner of a public utility doing business in such municipality fails to extend its services to any part of such municipality, after hearing the parties and their witnesses, and making such inquiry into the matter as it sees fit, the Board may order the extension of such service and specify the conditions under which the same shall be done, including the cost of all necessary works, which it may apportion between the owner of the public utility and the municipality in any manner it deems equitable. This section is very wide and gives the Board ample power over the subject matter of the application. The Board, therefore, could act under sub-section (2) of section 113 if this were regarded as an entirely new extension, and need not rely upon the provisions of sub-section (c) of 119 requiring an investigation into the financial condition of the utility. 20 30

Section 115, sub-section (1), gives the Board a general supervision over all public utilities and the owners thereof, and gives the Board power to make such orders regarding extension of works or systems as are necessary for the convenience of the public or for the proper carrying out of any contract, charter or franchise involving the use of public property rights.

There is no doubt about it that looking at Exhibits 1 (separate document) and 17 (Record p. 203) the convenience of the public would demand that there be an extension of the car service over the bridges into St. Boniface. The portion of the City of Winnipeg to be served south of Water Street along which the car traversing the Provencher Bridge operates would be very poorly served in its relationship to traffic between Winnipeg and St. Boniface if there were not a service over the Main Street and Norwood Bridges. 40

The section in question authorizes the Board to make such orders as are necessary to compel the utility to carry out its contract. The contract with the Cities of Winnipeg and St. Boniface obviously requires the Company to supply service over these two bridges. When the cities agreed to the



suspension of the service owing to the condition of the Norwood Bridge, it was well understood, as indicated by the letters quoted above, that it was a temporary suspension of service and that such a suspension did not relieve the Company from carrying out the terms of By-law 543 and the contract with the City of St. Boniface under which the citizens of the two cities were entitled to service in that district. Under By-law 543 the Company is required to supply the service at its own expense.

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10 In view of the past history of the service over the two bridges and the duty which the cities and the Company owed to the citizens of the two cities, the cities could not construct these bridges and the approaches with the incidental street alterations, without making ample provision in the matter of strength and width of foundations, pavements, and in other respects for the laying of street railway tracks and the operation of street cars. After the cities had gone to the expense of making such provision the Board was amply justified in ordering the Company to pay the costs of its own rails and of establishing its own system for supplying the service which it is under contractual obligation to furnish.

20 In *C.P.R. v. Toronto Transportation System*, 37 C.R.C., p. 203, the fact that a subway was useful was sufficient to hold that the transportation system was sufficiently "interested in" the subway to be liable for a portion of the cost thereof.

30 The grounds of appeal to the Court of Appeal on which the (defendant) appellant relied include the financial incapacity of the (defendant) appellant to undertake the work. The same reason was advanced before the Municipal and Public Utility Board. Indeed, it was the main argument before the Board, and practically the sole argument advanced to the Court of Appeal for Manitoba. The decision of this matter will stand for all time, and if the Company be relieved from payment of the cost of this work, it will have to be borne by the two cities. On the other hand, so soon as general economic conditions improve, the revenues of the Company will most probably increase and the argument would not be so effective. The judgment of the Court of Appeal deals with the matter effectively. The judgment, in dealing with the financial aspect of the matter, states that "The order in question herein can only be tested here as of the day on which it was made, namely, July 31st, 1931."

40 The order of the Board indicates that when the matter was under consideration by the Board and being discussed by the parties before the Board, the appellant Company proposed alternative schemes, and among the proposals made by the Company was the installation of a trackless trolley. The Board found as a fact justified by the evidence that the initial expense of a trackless trolley would be about \$25,000·00 greater than for rail services, and it was considered that the expense of a trackless trolley—about \$81,000·00—would be too large to be undertaken in the event of rail services becoming necessary in the near future. This indicates that the financial aspect of the matter had the consideration of the Board. The

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judgment of the Court of Appeal on that phase of the matter is again worthy of quotation. It is :—

“ Capital expenditures would, I think, fall within the recapture or compulsory purchase clauses, and so the Company would not be the loser even in the event of the early purchase by either city of the portion of the system within its borders.”

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This is provided for in By-law 543 and the agreement made pursuant thereto, and as pointed out by the Court of Appeal in *Toronto Railway Co. v. Toronto (City)*, 1925 A. C., 177; 94 L. J. P. C., 25; where the city had exercised its power of purchase, the company was allowed as part of the award to add the amount of its expenditures on its installation and equipment over a bridge and through a subway. 10

All the circumstances justified the Board in making the order, and the judgment of the Court of Appeal is correct in sustaining the order. This appeal should therefore be dismissed with costs.

JULES PREUDHOMME,  
Counsel for the City of Winnipeg,  
Defendant (Respondent).

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**Factum of the City of St. Boniface.**

PRELIMINARY STATEMENT.

This is an appeal by the Winnipeg Electric Company from the judgment of the Court of Appeal for Manitoba sustaining Order No. 477, dated July 31, 1931, made under The Municipal and Public Utility Board Act, ch. 33 of the Statutes of Manitoba, 1926, by the said Board, wherein the Winnipeg Electric Company was held liable for and directed to pay the entire cost of placing rails, ties and foundations therefor on the Main Street and Norwood Bridges and one half the cost of such works in connection with the several approaches thereto, as more particularly set forth in said order. 30

PART I.

STATEMENT OF FACTS.

In the year 1930 funds of the Federal and Provincial Governments having been made available for the purpose of creating employment, a scheme for the construction of two bridges, one over the Assiniboine River at Main Street in Winnipeg and one over the Red River connecting Main Street, Winnipeg, with Marion Avenue, Norwood, being a portion of the City of St. Boniface in Manitoba, was adopted and a very considerable sum of money appropriated or voted therefor by the Governments of the

Dominion of Canada and of the Province of Manitoba and the two cities of Winnipeg and St. Boniface. In accordance with a view which the Municipal and Public Utility Board for the Province of Manitoba thought was not to be questioned, the authorities decided that these two bridges should be made of strength and dimensions to carry two lines of tramway. The Cities of Winnipeg and St. Boniface shortly after this work was decided on applied to the Municipal and Public Utility Board for the Province of Manitoba for an order that the Electric Railway Company contribute to the cost of the bridge structures proper, because, for one thing, the structures had to be made stronger to carry street cars than would be necessary for ordinary vehicular traffic. The said Board decided the question as to general contribution by the Company against the Cities but reserved to the Cities the right to apply again in regard to the part of the construction which was exclusively for street car purposes. A second application was made and the Board, after hearing the parties, made an order declaring (*inter alia*) that the Winnipeg Electric Company, the appellant herein, was liable for and must pay the entire cost of placing rails, ties and foundations therefor on the two bridges then in course of construction and one half the cost of such works in connection with the several approaches to the said bridges, and from this order the Company appealed to the Court of Appeal for Manitoba. The appeal was heard by the full Court, consisting of Prendergast, C.J.M., Dennistoun, Robson and Richards, J.J.A., which Court, in a judgment reported in 41 Manitoba Reports, p. 1, dismissed the appeal. The unanimous judgment of the Court of Appeal was delivered by Robson, J.A. His reasons for judgment are to be found in the Appeal Case (Record, pp. 104-7) and the formal judgments entered pursuant thereto are to be found at (Record, p. 103). From this judgment the present appeal has been taken by the appellant.

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## PART II.

The respondent the City of St. Boniface submits that the judgment appealed from is right and should be affirmed, and the appeal to this Court dismissed with costs for the following amongst other reasons:—

1. The contractual relationship between the respondents and the appellant was such as to impose an obligation upon the appellant to resume its street car service over Norwood Bridge and Main Street Bridge, thereby complying with the terms and conditions of by-law 111 of the City of St. Boniface (part Exhibit 16) (Record p. 166) and franchise agreement dated September 7th, 1903, ratified by Manitoba Statute, 3 and 4 Edw. VII, ch. 87, sec. 2, and in agreements in writing (Exhibit 15) (Record, p. 173) wherein the history of the change of ownership of Norwood Bridge is set forth and is concisely contained in a judgment of the Court of Appeal of Manitoba in this matter, reported in 41 M.R., p. 1, of the judgment of Robson, J.A., p. 5, reading as follows:—

“ It appears that the original Norwood Bridge was built by the Norwood Improvement Company. That company, by agreement dated May 10,

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1904, gave the Winnipeg Electric Street Railway Company (being the present Winnipeg Electric Company) leave and licence for eight years to place a railway line on the Norwood Bridge with certain renewal provisions. The line was evidently placed on the bridge under that agreement. A further agreement was made on March 24, 1909, between the Norwood Improvement Company, the City of St. Boniface and the Winnipeg Electric Railway Company. By that agreement the Norwood Company's special Act was recited and it was stated that the company had been using the bridge as a toll bridge and that it had certain rights to and interests in the approaches to the said bridge; also that the City of St. Boniface was desirous of purchasing the bridge and appurtenances and the Norwood Company had consented thereto, whereupon it was declared that in consideration of \$75,000 to be paid as stated the Norwood Company covenanted to sell and the City covenanted to purchase the bridge and certain defined land subject to certain terms and stipulations, one of which was that passage over the bridge was to be free thereafter. The Winnipeg Electric Company joined in the agreement to effectuate the substitution." 10

The judgment then proceeds:—

"It appears to me that these by-laws and agreements show that passenger accommodation over the Norwood Bridge was to be furnished by the electric company in the exercise of its franchise and as part of the obligation it assumed in its dealings with the City of St. Boniface as representing the travelling public. 20

"It appears that the use of the bridge by the electric railway was continued until the year 1929, when it was considered that the bridge was unsafe, and its use for electric railway purposes was abandoned and other means of passenger transport not so convenient were supplied as a temporary measure, though at the time there seemed no definite plan for bridge reconstruction."

2. Section 119, clause (c) of The Municipal and Public Utility Board Act, being ch. 33 of 16 Geo. V (Manitoba) relating to financial capacity to make extensions does not apply, as it left out of consideration possible obligation to extend arising otherwise than under the Act, and because this is a resumption of an established continuous street car service temporarily discontinued by the appellant, and is not such an extension as contemplated by clause (c). 30

3. That the case rather comes within clause (a) of said Act, which provides that the Board may order an owner of a public utility:—

"(a) To comply with the laws of the province and any municipal by-law affecting the public utility or its owner, and to conform to the duties imposed thereby, or by the provisions of its own Charter, or by any agreement with any municipality or other owner." 40

4. That the historical record of the whole matter reviewed at some length by Robson, J. A., in his said judgment reported in 41 M.R., pp. 4, 5, 6 and 7, conclusively shows that it would be improper, if not unjust,

to allow the appellant to permanently discontinue its street car service over Norwood Bridge, thereby depriving the residents in St. Boniface and on the lines beyond of access to Winnipeg, and that a resumption of such discontinued service was essential.

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5. The respondents have by a preponderance of evidence proved conclusively the absolute necessity for the resumption of street car service over Norwood Bridge. The appellant has failed to disprove this evidence and has offered no sufficient ground or reason for its discontinuance of this old established tram service or for its refusal to contribute to the extra  
10 cost of construction of said bridge made necessary by street car service over same.

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6. The appellant has failed to differentiate between an extension of service and a resumption of temporarily discontinued established service.

7. The appellant is liable for and should pay the entire cost of placing rails, ties and foundations therefor on the Norwood Bridge, and one half the cost of such works in connection with the several approaches to said bridge as ordered, because

(a) Of the contractual relationship and obligations existing  
20 between this respondent, the City of St. Boniface, and the appellant;

(b) Of the statutory duty and obligation imposed upon the appellant;

(c) Of the absolute necessity for restoration of street car service over Norwood Bridge pursuant to the obligation imposed by the franchise of the appellant;

(d) Of the finding of the said Board that the weight of evidence and the competent engineering advice therein had determined as a policy upon the street car as a vehicle of transportation over Norwood Bridge, and also of the finding of the Board that the application  
30 herein is one for the renewal of the former services which were temporarily abandoned because of the condition of the old bridges as contemplated by said clause (a), sec. 119, rather than that of a new extension as contemplated by said clause (c), sec. 119, of said Act.

8. The main argument of the appellant is that this was really a financial question, being an extension within sec. 119, clause (c), of The Municipal and Public Utility Board Act, ch. 33 of 16 Geo. V (Manitoba), but has utterly failed to show that the financial condition of the company did not reasonably warrant the original expenditure required in making and operating such extension.

40

### PART III.

#### ARGUMENT.

Norwood Bridge across the Red River connects the cities of Winnipeg and St. Boniface, thus providing a continuous highway or street for all uses along Main Street in Winnipeg to Marion Street in St. Boniface, whilst

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Main Street Bridge over the Assiniboine River in Winnipeg is a further link in such highway or street.

The main point at issue for the respondent the City of St. Boniface in this appeal is the contractual or statutory liability of the appellant for the cost of construction made necessary by reason of resumption of street car service over the Norwood Bridge.

The appellant is the successor in interest of the Winnipeg Electric Street Railway Company which was incorporated under a statute of the Province of Manitoba, being 55 Victoria, cap. 56, for the purpose mainly of operating a street railway system in what is known as Greater Winnipeg 10 —that is to say, the cities of Winnipeg and St. Boniface and adjacent municipalities. It incidentally obtained power to operate a light and power business.

The franchise for exclusive right to operate street cars and for lighting and power business in the City of St. Boniface was obtained by the Company in 1893 under by-law 111 (Part Exhibit 16, Record, p. 166) of said City, which by-law and franchise agreement embodying the terms of said by-law were ratified and confirmed by Manitoba Statute, 3 and 4, Edw. VII, ch. 87, sec. 2. Street car connection between Winnipeg and St. Boniface is clearly stipulated for in this by-law and the appellant has operated its street cars 20 over Norwood Bridge along such continuous route in and between the two cities under a single fare.

#### CONTRACTUAL RELATIONSHIP.

Examination of the historical record of Norwood Bridge shows that The Norwood Bridge Company, by Manitoba Statute, ch. 33 of 54 Victoria, passed April 18th, 1891, was authorized to build, erect, construct, work, maintain and manage a solid and sufficient toll bridge for ordinary passenger and traffic purposes over the Red River from some point in the City of Winnipeg south of the junction of the Assiniboine and Red rivers and between such point of junction and what was then Kennedy Avenue in the City of Winnipeg to a point in the Town of St. Boniface opposite, or nearly opposite, 30 said point of commencement; and in accordance with the powers thereby conferred a bridge was erected and operated as a toll bridge for pedestrian and vehicular traffic, but there was no street railway traffic on the bridge for many years.

By an agreement dated May 10, 1904 (Part Exhibit 15) (Record, p. 170) between The Norwood Improvement Company and the Winnipeg Electric Street Railway Company (now the appellant, the Winnipeg Electric Company) the latter requested the former to give the railway leave and license to lay an electric street railway track over the Norwood Bridge for 40 a period of eight years, to be renewed for a further period of two years from time to time. This respondent, the City of St. Boniface, contends that this agreement is still in full force and effect.

Paragraph 2 of that agreement provides in part :—

“ 2. That the Street Railway Company shall at all times during the continuance of this agreement keep so much of the surface of the said bridge as may be between the rails of the said track and for the space of two feet on the outside of each rail in good repair and cleared of obstructions.”

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It is respectfully submitted that the Winnipeg Electric Company is bound by this covenant to keep its portion of the bridge in good repair, which was done from time to time, and as far back as July 21st, 1925, the  
10 City of St. Boniface wrote a letter (Part Exhibit 14) (Record, p. 178) to the Winnipeg Electric Company, giving formal notice that the City of St. Boniface required and demanded that the Company should immediately carry out and fulfil the terms, conditions and obligations imposed upon the Company by said agreement (Part Exhibit 15) (Record, p. 170), and further stating that :—

“ The City therefore will require your Company to immediately strengthen and repair the said Norwood Bridge and make the same sufficiently strong for the operation of street railway traffic in accordance with the terms, conditions and provisions set forth and contained  
20 in the above mentioned agreements.”

Paragraph 5 of this agreement further provides as follows :—

“ 5. It is hereby understood and agreed, and it is upon this distinct understanding that this agreement is entered into by the Improvement Company, that the Street Railway Company has examined the said bridge, and that it does and will assume all responsibility and risk and liability of and in connection with the strength and sufficiency of the said bridge for the purposes for which the leave and license hereby given is granted, and in respect  
30 of or subject to the opening and swinging and closing of the said bridge, and should any strengthening or altering of the said bridge be required now or at any future time, during the continuance of this agreement, to make the same sufficient for such purposes, such strengthening and altering shall be done by the Street Railway Company at its own expense and to the satisfaction of the Improvement Company.”

Paragraph 6 of said agreement (Part Exhibit 15) (Record, p. 171) also provided :—

“ 6. That the Street Railway Company, its successors and assigns will assume and does hereby assume all risk and all loss or damage to the Street Railway Company or its business that may  
40 or shall arise in any way from the swinging of the said bridge, or the said strength or sufficiency thereof.”

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Paragraph 9 of this agreement (Part Exhibit 15) (Record, p. 172), reads in part as follows :—

“ 9. Provided that upon the expiration or sooner determination of this agreement, the Street Railway Company will forthwith remove the said track from off the said bridge and will restore the surface of the said bridge to the same condition as it was before the construction of the said track.”

The Winnipeg Electric Company has never terminated this contract and never removed its tracks from off said Norwood Bridge, but has continued to receive all the benefits of said agreement (Part Exhibit 15) 10  
(Record, p. 170).

By a second three-party agreement (Part Exhibit 15) (Record, p. 173), dated March 24th, 1909, between this respondent, the City of St. Boniface, the said Norwood Improvement Company and the Winnipeg Electric Railway Company, predecessor of the appellant, the City purchased the Norwood Bridge for \$75,000.00 from the Norwood Improvement Company and the Winnipeg Electric Railway Company joined in the agreement to effectuate the substitution, and all the terms and conditions of the 1904 agreement (Part Exhibit 15) (Record, p. 170) were incorporated in this second agreement. 20

There was a third agreement (Part Exhibit 15) (Record, p. 176) dated March 24th, 1909, made between this respondent the City of St. Boniface and the appellant, wherein it was provided in paragraph 1 thereof that :—

“ 1. The Company agrees with the City that it will, whenever the City shall pave the balance of the bridge, pave and maintain the pavement of that portion of the bridge known as the Norwood Bridge across the Red River lying between the tracks of the Company on the same during the term of the operation of the Company's cars and tracks in the City of St. Boniface as provided by by-law 111 and by-laws amending the same, and keep same in as good condition as 30  
the balance of the pavement on the bridge shall be kept and maintained by the City.”

It is respectfully submitted that such covenant obligated the Winnipeg Electric Company to properly pave and maintain pavement on the afore-said portion of Norwood Bridge, inasmuch as the Company's term of franchise under by-law 111 had not expired.

It is further respectfully submitted by the City of St. Boniface that the above agreements read together with the correspondence (Exhibit 14) (Record, pp. 177-8, 180 and 183) and the fact of the continuing physical use of the street railway tracks over Norwood Bridge by the 40  
appellant, constitutes a continuous, living contract, the terms of which have never been abrogated, cancelled or terminated, and the appellant has never been released by the City of St. Boniface, nor has the appellant at any time discontinued its street railway service over the Norwood Bridge at the request of the City, and the latter has not permitted the former to



discontinue its service, and the City of St. Boniface asks that the appellant should comply with its said contractual obligations and such agreements (Exhibit 15) above referred to.

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The Norwood Bridge, originally not built for anything but horse drawn or pedestrian traffic, was, in 1904, at the request of the appellant or its predecessor, used for street railway purposes, when it was quite evident that such use would necessitate considerable expense in strengthening or altering this bridge from time to time, all of which the appellant then fully recognized and covenanted to undertake in and by said agreements  
10 (Exhibit 15). The appellant, having of its own volition temporarily discontinued its established street car service over Norwood Bridge, arbitrarily refused to resume or restore same, or to contribute the proper cost thereof, despite its said contractual covenants in said agreements (Exhibit 15) to strengthen and alter at its own expense said bridge at any future time when required to make same sufficient for street railway purposes, and despite the fact that the term of its franchise under by-law 111 (Part Exhibit 16) (Record, p. 166) had not expired.

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It is further respectfully submitted that the failure of the appellant to fulfil its covenants to strengthen and repair, whereby the old Norwood  
20 Bridge became dilapidated and condemned, does not relieve the appellant of its obligations to resume and restore street car service over the new Norwood Bridge.

The appellant further recognized the fact that the discontinuance of its street car service over Norwood Bridge was only temporary in a letter of September 23, 1929 (Part Exhibit 14) (Record, p. 183) written by the appellant to the City of St. Boniface, which reads in part as follows:—

30 “ The purpose of this loop is, of course, to take care of a temporary condition arising out of the closing of Norwood Bridge to street car traffic, and as soon as the bridge has been repaired or a new bridge built, there will not be any further need for this loop.”

#### BRIDGE PART OF STREET.

Under and by virtue of “ The St. Boniface Charter, 1931,” section 2, paragraph (g), the word “ street ” or “ streets ” is interpreted to include all highways, roads, lanes, avenues, thoroughfares, drives, bridges and ways of a public nature, and the judgment of Robson, J.A., hereinbefore referred to (Record, p. 107), states that the same interpretation is to be found in the Winnipeg Charter.

#### PROVISION FOR PAVEMENT.

Paragraph 2 of said agreement dated May 10th, 1904 (Part Exhibit 15)  
40 (Record, p. 170) reads as follows:—

“ 2. That the Street Railway Company shall at all times during the continuance of this agreement keep so much of the surface of the said bridge as may be between the rails of the said track and

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for the space of two feet on the outside of each rail in good repair and cleared of obstructions, and shall not cause or place any snow or ice or any obstruction to or on the said bridge or approaches.”

Paragraph 1 of said agreement dated March 24th, 1909 (Part Exhibit 15) (Record, p. 176) reads as follows :—

“ 1. The Company agrees with the City that it will, whenever the City shall pave the balance of the bridge, pave and maintain the pavement of that portion of the bridge known as the Norwood Bridge across the Red River lying between the tracks of the Company on the same during the term of the operation of the Company’s cars and tracks in the City of St. Boniface as provided by by-law 111 and by-laws amending the same, and keep same in as good condition as the balance of the pavement on the bridge shall be kept and maintained by the City.” 10

Section 739 of “ The St. Boniface Charter, 1921,” reads as follows :—

“ 739. (1) In every case of construction or renewal of any kind of pavement upon any of the streets or portions of streets occupied by the Winnipeg Electric Railway Company, or on any parts of same, the said company shall have the option of constructing their portion of any such pavement, proceeding with such construction at the same time as the city’s portion is constructed; provided always that such work shall be of the same character and quality as that done by the city; or, at the company’s request, the city shall construct the same, and in every case the city shall assess the annual rate, covering interest and sinking fund upon the said company for the cost thereof, the rate of interest upon debt and upon investment of sinking fund to be the same as charged and allowed to frontage owners and extending over a like period as that upon which the assessment upon the adjacent properties is adjusted, with full power to the city to raise such sum by the issue of debentures and to collect the same in manner provided under this Act for the construction of improvements.” 20 30

#### NEED FOR NEW BRIDGES.

The continuous traffic on the Norwood Bridge, which was not constructed for street car operations, resulted in a dangerous condition in consequence of which street railway operations over the bridge had to be abandoned. Negotiations between the City of St. Boniface and the Winnipeg Electric Company were carried on for some time prior to the abandonment of the service, and on June 30th, 1925, Mr. McLimont the then vice-president of the Company, wrote to the City Clerk of St. Boniface indicating two things: first, the rapid increase of traffic over the bridge and, secondly, the danger of continuing the street railway service in the 40

then condition of the bridge. The letter (Part Exhibit 14) (Record, p. 177) reads as follows :—

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10 “ The question of the safety of Norwood Bridge has been the subject of discussion and conference on several occasions between the City and the Company, and as traffic over the bridge has recently been rapidly increasing, the Company deemed it prudent to have an examination made by independent bridge engineers to determine whether or not the bridge is safe for operation of street cars under present conditions, with the result that the bridge is found to be at times dangerously loaded beyond the strength for which it was originally designed; also that the number of years that the bridge has been in service has reduced the strength of the various parts so that the structure to-day is not considered safe for operation for the service to which it is being put. As the Winnipeg Electric Co. uses the bridge for the transportation of thousands of its patrons daily passing between their homes in St. Boniface, Norwood and St. Vital and their places of business in the City of Winnipeg, the Company will not continue to take the responsibility for operating over the bridge under present conditions.

20 “ This is therefore to advise you that some means must be found immediately to relieve the present traffic conditions upon the bridge or else the Company must at once discontinue service over it.

“ I realize that a discontinuance of car service over Norwood Bridge must result in causing inconvenience to the residents of the municipalities affected, but, in our opinion, the safety of our patrons is much more important than any question of convenience.”

30 Ultimately the street railway service was abandoned, but it was well understood that it was only a temporary condition. At that time the possibility of the construction of a new bridge was being discussed. These two points are made quite clear in a letter addressed by Mr. Dahl, one of the officials of the Company, to the City Clerk of St. Boniface, dated September 23rd, 1929 (Part Exhibit 14) (Record, p. 183) in which he states specifically that arrangements made in St. Boniface for rerouting the street cars were temporary and that the street railway service over the bridge, when repaired, would be resumed, or over a new bridge erected in its place when such new bridge may be erected.

#### UNEMPLOYMENT RELIEF WORKS.

40 This respondent, the City of St. Boniface, to avoid unnecessary repetition, hereby adopts and reiterates the concise argument in this connection submitted by its co-respondent, the City of Winnipeg, in its factum on this case (Record, p. 120).

## MUNICIPAL AND PUBLIC UTILITY BOARD ACT.

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The appeal from the Municipal and Public Utility Board was under sub-section (1) of section 57 of the Act, being cap. 33 of 16 George V (Manitoba), which provides as follows :

“ 57.—(1) An appeal shall lie to the Court of Appeal from any final order or decision of the Board to the Court of Appeal upon :

“ (a) Any question involving the jurisdiction of the Board ; or

“ (b) any point of law ; or

“ (c) any facts expressly found by the Board relating to a matter arising under Part III.”

10

The Act in question affects municipalities as well as public utilities, and Part III deals with public utilities.

The order of the Board, being Order No. 477, was made pursuant to Order 457, dated June 1st, 1931, which left the way open for the renewal of the application of the municipalities for the determination of the Company's liability in respect of the placing of street car rails on the bridges, and in the operative part of the order the last paragraph provides that “ jurisdiction be retained for the disposal of matters incidental hereto.”

The real matter in dispute in this case is the immediate resumption of service, and this order does not finally dispose of that matter but simply 20 gives directions for the working out of the rights of the parties. It does not fix the amount payable by the Company, as the application asks. The amount is yet to be ascertained.

Sub-section (2) of section 46 of the Act provides that the Board, instead of making an order final in the first instance, may make an interim order and reserve further directions either for an adjourned hearing of the matter or for further applications. It would appear, therefore, that the Board did not intend to finally dispose of the matter, and that being the case the order is not final and there was no appeal to the Court of Appeal. The Court of Appeal, however, has dealt with the matter as though the 30 appeal was properly taken, and examines the sections of the Act under which the Board made the order.

Section 119 of the Municipal and Public Utility Board Act provides that the Board shall have power by order in writing and notice to and hearing of the parties interested, to require every owner of a public utility :

“ (a) To comply with the laws of this Province and any municipal by-law affecting the public utility or its owner, and to conform to the duties imposed thereby, or by the provisions of its own charter, or by any agreement with any municipality or other owner ;

40

“ (b) To furnish safe, adequate and proper service and to keep and maintain its property and equipment in such condition as to enable it to do so ;

“ (c) To establish, construct, maintain and operate any reasonable extension of its existing facilities when in the judgment of the

Board such extension is reasonable and practicable and will furnish sufficient business to justify the construction and maintenance of the same, and when the financial condition of the owner reasonably warrants the original expenditure required in making and operating such extension.”

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It is obvious that the Board has power to make the order under either (a) or (b) as well as under (c). That is to say, it may compel the performance of duties imposed by municipal by-law or by an agreement with any municipality, and if under the agreement the Company is bound to supply  
10 the service, then an order may be made accordingly. The fact that it may also order an extension of a service for which there may be no agreement or which the Company may not be bound by any charter or agreement with any municipality to carry out does not deprive it of jurisdiction to compel the performance of the duty to supply the service if under the agreement the Company is bound to supply the service. If there be no agreement and the Board is acting under sub-section (c), then the Board is required to inquire into the question of the amount of business to justify the construction and maintenance of the extension. If this be treated as a resumption  
20 of a previously existing service temporarily suspended, then sub-section (c) does not apply at all, and although owing to a slight diversion of the streets and bridges the pavement and construction and the rails to some extent are new work, yet so far as the service is concerned it is not to be regarded as a new service and therefore an extension of a pre-existing service, but is to be treated as a resumption of an old service temporarily suspended, as indicated by the letter addressed by Mr. McLimont to the City Clerk of St. Boniface, dated June 30th, 1925 (Part Exhibit 14) (Record, p. 177), and the further letter addressed to that official by Mr. Dahl, dated September 23rd, 1929 (Part Exhibit 14) (Record, p. 183).

The powers of the Board, however, to order the work are not exhausted  
30 under section 119. Sections 111, 112 and 113 deal with the use of the highways in municipalities by owners of utilities.

Section 111 is to cover cases where the owner of a utility fails to agree with the municipality as to the use of a highway and goes to the Board for assistance.

Section 112 deals with cases where the owner of a utility desires to cross a municipality to extend its service into another municipality and fails to get the consent of the municipality to be crossed, then goes to the Board.

Section 113, sub-section (1), deals with the carrying out of terms  
40 imposed by the Board on applications by a utility under the previous two sections. Sub-section (2) of section 113 provides that upon the complaint of any municipality that an owner of a public utility doing business in such municipality fails to extend its services to any part of such municipality, after hearing the parties and their witnesses, and making such inquiry into the matter as it sees fit, the Board may order the extension of such service and specify the conditions under which the same shall be done,

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including the cost of all necessary works, which it may apportion between the owner of the public utility and the municipality in any manner it deems equitable. This section is very wide and gives the Board ample power over the subject matter of the application. The Board, therefore, could act under sub-section (2) of section 113 if this were regarded as an entirely new extension, and need not rely upon the provisions of sub-section (c) of 119 requiring an investigation into the financial condition of the utility.

Section 115, sub-section (1), gives the Board a general supervision over all public utilities and the owners thereof, and gives the Board power to make such orders regarding extension of works or systems as are necessary for the convenience of the public or for the proper carrying out of any contract, charter or franchise involving the use of public property rights. 10

There is no doubt about it that looking at Exhibits I (Record, p. 196), and 17 (Record, p. 203), the convenience of the public would demand that there be an extension of the car service over the bridges into St. Boniface. The portion of the City of Winnipeg to be served south of Water Street along which the car traversing the Provencher Bridge operates would be very poorly served in its relationship to traffic between Winnipeg and St. Boniface if there were not a service over the Main Street and Norwood bridges. 20

The section in question authorizes the Board to make such orders as are necessary to compel the utility to carry out its contract. The contract with the Cities of Winnipeg and St. Boniface obviously requires the Company to supply service over these two bridges. When the cities agreed to the suspension of the service owing to the condition of the Norwood Bridge, it was well understood, as indicated by the letters quoted above, that it was a temporary suspension of service and that such a suspension did not relieve the Company from carrying out the terms of By-law 543 and the contract (Part Exhibit 15) (Record, p. 176) with the City of St. Boniface under which the citizens of the two cities were entitled to service in that district. Under By-law 543 the Company is required to supply the service at its own expense. 30

In view of the past history of the service over the two bridges and the duty which the cities and the Company owed to the citizens of the two cities, the cities could not construct these bridges and the approaches with the incidental street alterations, without making ample provision in the matter of strength and width of foundations, pavements, and in other respects for the laying of street railway tracks and the operation of street cars. After the cities had gone to the expense of making such provision the Board was amply justified in ordering the Company to pay the costs of its own rails and of establishing its own system for supplying the service which it is under contractual obligation to furnish. 40

In *C.P.R. v. Toronto Transportation System*, 37 C.R.C., p. 203, the fact that a subway was useful was sufficient to hold that the transportation system was sufficiently "interested in" the subway to be liable for a portion of the cost thereof.

The grounds of appeal to the Court of Appeal on which the appellant relied include the financial incapacity of the appellant to undertake the work. The same reason was advanced before the Municipal and Public Utility Board. Indeed, it was the main argument before the Board, and practically the sole argument advanced to the Court of Appeal for Manitoba. The decision on this matter will stand for all time, and if the Company be relieved from payment of the cost of this work, it will have to be borne by the two cities. On the other hand, so soon as general economic conditions improve, the revenues of the Company will most probably increase and the argument would not be so effective. The judgment of the Court of Appeal deals with that matter effectively. The judgment, in dealing with the financial aspect of the matter, states that "The order in question herein can only be tested here as of the day on which it was made, namely, July 31st, 1931."

The order of the Board indicates that when the matter was under consideration by the Board and being discussed by the parties before the Board, the appellant Company proposed alternative schemes, and among the proposals made by the Company was the installation of a trackless trolley. The Board found as a fact justified by the evidence that the initial expense of a trackless trolley would be about \$25,000·00 greater than for rail services, and it was considered that the expense of a trackless trolley—about \$81,000·00—would be too large to be undertaken in the event of rail services becoming necessary in the near future. This indicates that the financial aspect of the matter had the consideration of the Board. The judgment of the Court of Appeal on that phase of the matter is again worthy of quotation. It is:—

"Capital expenditures would, I think, fall within the recapture or compulsory purchase clauses, and so the Company would not be the loser even in the event of the early purchase by either city of the portion of the system within its borders."

This is provided for in By-law 543 and the agreement made pursuant thereto, and as pointed out by the Court of Appeal in *Toronto Railway Co. v Toronto (City)*, 1925, A.C., 177; 94 L.J.P.C., 25; where the city had exercised its power of purchase, the company was allowed as part of the award to add the amount of its expenditures on its installation and equipment over a bridge and through a subway.

#### CONCLUSION.

It is, therefore, respectfully submitted that the judgment appealed from is sound and should be affirmed and the present appeal dismissed with costs.

Respectfully submitted.

F. TRAFFORD TAYLOR,  
Counsel for (Applicant) Respondent,  
The City of St. Boniface.

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**No. 31.**

**Factum of Winnipeg Electric Company.**

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Factum of  
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**PART I.**

**STATEMENT OF FACTS.**

The Winnipeg Electric Company is a company incorporated by private Act of the Legislature of the Province of Manitoba and *inter alia* operates and maintains a street railway system in and through the Cities of Winnipeg and St. Boniface and the municipalities adjacent thereto.

The City of St. Boniface is separated from the City of Winnipeg by the Red River and this river is spanned at one point by a bridge known as the Norwood Bridge. Traffic crossing Norwood Bridge to Winnipeg emerges upon Main Street and, after proceeding a short distance on Main Street, crosses another bridge known as the Main Street Bridge. This lower bridge spans the Assiniboine River. By 1929 these two bridges became out of repair and in such condition that it was considered unsafe by the authorities to continue the operation of street cars over them. In 1930 and 1931 the Respondent Cities pursuant to unemployment relief measures arranged for the construction of two new bridges. The new Norwood Bridge crosses the Red River at a different angle than the former one; one end of the same is lower down stream while the other end occupies part of the area formerly used by the old bridge. Consequently the alignment for street car traffic on the new bridge is different to that on the old one. Some changes also were made in the new Main Street Bridge, although the differences were not so pronounced as in the case of the Norwood Bridge.

At the time the application to the Municipal and Public Utility Board, dated June 30th, 1931, was made, the situation was that street railway service to Winnipeg was being provided to the residents of St. Boniface, Norwood, etc., over a bridge known as the Provencher Avenue bridge, a bridge lower down stream than the Norwood Bridge. On the Winnipeg side street railway service was maintained to the corner of Broadway Avenue and Main Street. On the St. Boniface side the street railway service came up to the approach of the old Norwood Bridge and there looped and went back along Marion Street. There is and has been since 1926 a bus service which operates on River Avenue and north on Main Street. In 1931 this operated as far north as the intersection of Notre Dame Avenue east and Main Street, which is a short block south of the intersection of Main Street and Portage Avenue, the business centre of Winnipeg. Notre Dame Avenue and Main Street is also the point at which street cars from St. Boniface join the Winnipeg system proper. The plan, Exhibit 1 (separate document), indicates in a general way the areas covered. The reverse side of Exhibit 17 (separate document), also indicates in panorama the position of the Norwood and Provencher Bridges.



Public utilities, and particularly street railway transportation, in Manitoba, are in some respects under the jurisdiction of the Municipal and Public Utility Board of the Province of Manitoba. In March, 1931, the Respondent Cities jointly made application to the said Board for an order "prescribing the terms and conditions upon which Winnipeg Electric Company shall or may use for the purposes of its street railway system" the two new bridges. As this application developed it divided into two branches:—

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Electric  
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10 (a) The question of the liability of the Company to contribute in part to the cost of the construction of the bridges, and

(b) The extension by the Company of its street railway services over these bridges when they were completed.

20 The Board, by order dated the 1st June, 1931, dismissed the application of the Respondents for contribution to the cost of construction of the said bridges but left the way open for a further application by the Respondents to deal with the cost of laying tracks, rails and overhead, etc., on the bridges and approaches thereto when the said bridges were constructed. A subsequent application was accordingly made by the Respondents and an order was made July 31st, 1931, directing the Appellant to pay for the entire cost of placing rails, ties and foundations therefor on the two bridges and one half of the cost of such works in connection with the several approaches to the said bridge.

The order appealed from, in addition to imposing a very large capital expenditure, also necessarily contemplates the additional operation of double tracked street railway of over 3,000 feet in length, that is from Norwood Bridge to Broadway and Main Street, and since street cars cannot wye at this intersection the order in reality involves a much more extended service.

30 The amount involved, while not definitely ascertained, is approximately fifty to sixty thousand dollars. The Appellant contended before the said Board that the extension of railway service over these two new bridges from the street railway operating standpoint was not justified on account of the expense and the financial position of the Company, and that the Board, under the powers conferred upon it, had no jurisdiction to order and should not order the Company to extend its street railway service over said bridges. The said Municipal and Public Utility Board did not concern itself with the financial position of the Appellant Company or the ability of the Company to meet the burden imposed, but without any evidence thereon directed that "the Company be and it is hereby authorized to charge its expenses occasioned by such work to its street railway depreciation reserve fund," a fund which did not exist.

40 An appeal was taken pursuant to order granting leave to the Court of Appeal for Manitoba. The said Court of Appeal did not consider the financial aspects of the situation and dismissed the Company's appeal. Winnipeg Electric Company accordingly appeals to the Supreme Court of

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Canada from said decision and asks that the order of the Board and the judgment of the Court of Appeal be set aside and discharged.

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## PART II.

### POINTS IN RESPECT OF WHICH THE APPELLANT ALLEGES ERROR.

(1) The Municipal and Public Utility Board did not have any jurisdiction and should not have made the order appealed from under the circumstances disclosed in the evidence, as the evidence conclusively established that the extension of the service over the two new bridges could not bring to the Appellant any increased revenue nor did the financial condition of the Company reasonably warrant the expenditure required. 10

(2) The Municipal and Public Utility Board in considering the question and exercising its discretion should have taken into consideration all the relevant facts, but it did not consider the financial aspect of the same and consequently, it having omitted consideration of the most important feature, its order should be set aside.

(3) The Court of Appeal in its reasons for judgment did not give any consideration to the financial aspects of the situation beyond negatively stating (Record, p. 107, l.41), that the order appealed from could not be impeached from any objection of fact or law, and consequently it is submitted that it erred in doing so. 20

(4) The order appealed from assumes that the Appellant was under a contractual obligation to incur the burdens imposed by the said order, but the Appellant submits that it was under no such obligation.

## PART III.

### ARGUMENT.

1. THE MUNICIPAL AND PUBLIC UTILITY BOARD DID NOT HAVE ANY JURISDICTION TO AND SHOULD NOT HAVE MADE THE ORDER APPEALED FROM UNDER THE CIRCUMSTANCES DISCLOSED IN THE EVIDENCE HEREIN.

The powers and jurisdiction of the Board are to be found in the act creating same, 16 Geo. V., C. 33, Statutes of Manitoba, 1926. Reference may be made to sections 32, 115, 118, 119 of said Act. Sec. 115 provides in part that the Board shall have a general supervision over all public utilities and the owners thereof . . . and may make such orders regarding (*inter alia*) extension of works or systems as are necessary for the convenience of the public or for the proper carrying out of any contract charter or franchise involving the use of public property. Sec. 118 provides in part that the Board shall have power by order in writing after notice to and hearing of the parties interested (c) "to direct any railroad, street railway or traction company to establish and maintain . . . such just and reasonable connections . . . where in the judgment of the board . . . such connection is reasonable and practicable . . . 40

and will furnish sufficient business to justify the construction and maintenance of the same. Sec. 119 provides that "the Board shall have power by order in writing and notice to and hearing of the parties interested to require every owner of a public utility

"(a) To comply with the laws of this province and any municipal by-law affecting the public utility or its owner, and to conform to the duties imposed thereby, or by the provisions of its own charter, or by any agreement with any municipality or other owner;

10 "(c) To establish, construct, maintain and operate any reasonable extension of its existing facilities when in the judgment of the Board such extension is reasonable and practicable and will furnish sufficient business to justify the construction and maintenance of the same, and when the financial condition of the owner reasonably warrants the original expenditure required in making and operating such extension."

The word "reasonable" as used in Sec. 118 (c) and 119 (c) must be interpreted as being reasonable under all the circumstances.

It is submitted that the matters involved herein should be considered as a connection or extension coming within either 118 (c) or 119 (c), and therefore before such an order can properly be made the following factors  
20 must co-exist:—

(a) It must be reasonable and practicable;

(b) Will furnish sufficient business to justify the construction or maintenance of same;

(c) When the financial condition of the owner reasonably warrants the original expenditure required in making and operating such extension.

Testing the order appealed from it is found to be wanting in every requisite.

30 (a) The order appealed from is not reasonable. The Respondent Cities, in pursuance of a campaign to provide unemployment relief, obtained assistance from the Provincial and Federal Governments to extent of \$600,000.00, and having thus far been successful in obtaining contributions from others made an endeavour to obtain a large contribution from Winnipeg Electric Company, but when negotiations failed brought the applications referred to herein. At first the attempt was to compel the Company to contribute to the cost of the bridges, and failing in this a second application was made pursuant to leave granted in the order of the Board of June 1st, 1931, to operate a service over the bridges and to compel the Company to pay the cost of placing rails, ties, pavement  
40 and overhead on the two bridges and approaches. An extraordinary situation was created, as the two governments contributed, as shown by the evidence, sums totalling \$300,000.00 out of a total estimated cost of \$1,100,000.00. There can be no sound legal principle whereby when the Respondent Cities decide to further public works justified in the main by philanthropic or social motives they should be entitled to call upon the Appellant to make contributions to the same. It is manifest that had it

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not been for the assistance rendered by the respective governments that there would to-day be no new bridges over the two rivers, however desirable the bridges may be from other considerations. Under these circumstances it is submitted that the Board should have held that the imposition of the financial burden in respect of the works directed by the order appealed against was unreasonable and should have refused the application therefor.

The Board should also have held that the extension was not practicable from economic considerations. At the time the order was made the area was served by the River Avenue bus service on the one hand and the routing of street cars via the Provencher Bridge on the other. There was also the very real possibility that service by gasoline bus could have been installed at an extremely small capital outlay, and in this respect the capital outlay would not be sunk in immovable property but be in busses which could be used elsewhere if the line were subsequently abandoned. The Board itself in the order under appeal finds that the gasoline bus was the cheapest method of providing service (Record, p. 95, l.18). The Board should accordingly have found that the extension was not practicable and declined to order same. 10

(b) It is manifest from the evidence that the extension directed herein will not furnish sufficient business to justify the construction and maintenance of the same. 20

The evidence of C. H. Dahl (Record, p. 74, l.25) gives the true picture in this respect when he states in effect that at some distant time in the future with the growth or development of St. Boniface more traffic may be available, but for the present and immediate future no increase is to be looked for. Some of the witnesses for St. Boniface do give expressions of opinion that additional traffic would be forthcoming, but were unable to assign sound reasons therefor. It is common knowledge that traffic for all transportation companies of this kind is on a downward trend, and has been for many years, and the same threatens to continue indefinitely. See also D. J. Graham's affidavit (Record, p. 99). 30

(c) The financial condition of the owner was not such as to reasonably warrant the original expenditure required in making and operating the extension.

The amount involved is fifty to sixty thousand dollars. The Bunnell Report, part Exhibit 29 (separate document), shows at page 104 that the Appellant lost \$762,238.00 in the city fare zone in 1930. The traction utility of the Appellant for the five-year period, 1926-1930, had a net loss of \$2,455,902.00. In other words this utility's earnings were in the "red" to the extent of \$491,180.00 on the average for this five-year period. The earnings in St. Boniface were also in the "red." It is stated in C. F. Lidster's affidavit (Record, p. 97) that the loss in St. Boniface for 1929 was \$30,738.39, and for St. Vital \$24,574.50 for the city fare zone. (This is part of area contributory to the new bridge route.) Mr. Lidster also states that for the first seven months of 1931 the street railway revenues were lower by \$85,000.00 over the same period in 1930 owing to depression and economic 40

conditions generally. He further states (Record, p. 98, l. 19) that the financial position of the Company does not warrant the expenditure of any sum for capital outlay and in line 22, *et seq.*, it appears that the Company had not the money and was unable to borrow same. Exhibit No. 28 (Record, p. 204) shows the losses for the first three months of 1931 on the lines which operate east of Provencher Bridge, a part of which area may be served by the new bridges, and they were \$24,758.47,— a percentage of this not attributable to St. Boniface, but a large percentage is—and the only conclusion from the evidence is that the loss for 1931 would be greater in St. Boniface than the \$30,000.00 odd of 1930.

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In the face of these losses on operation no tribunal could fairly find that the financial condition of the owner could reasonably warrant the making of the extension and imposition of the large capital expenditure required. On this evidence, there being none to the contrary, the Board could not find that the operation of service over the two bridges would call for any increased revenue, and failing such a finding should not, it is submitted, have ordered the Company to bear the costs imposed in the order appealed against.

It is thus seen that none of these factors exist, whereas all of them should be present before the Board has the necessary jurisdiction to make the order appealed from. In any event the Board should not have made the same due regard being given to items (b) and (c) *supra*.

## 2. THE BOARD DID NOT CONSIDER THE FINANCIAL ASPECTS OF THE SITUATION.

The Board has power to make an order only after notice to and hearing of the parties interested. The elaborate provisions of the Act as to compelling attendance of witnesses and production of documents and the Act read as a whole forces one to the conclusion that all relevant matters are to be investigated. Sec. 32 of the Act provides:—

“ If the attorney-general, a local authority or person interested makes a complaint to the Board that the owner of a public utility, a local authority, a corporation or any person has unlawfully done or unlawfully failed to do, or is about unlawfully to do, or unlawfully not to do, something relating to a matter over which the Board has jurisdiction as aforesaid, and requests the Board to make some order in the premises, the Board shall, after hearing such evidence as it may think fit to require, make such order as it thinks proper under the circumstances.”

This Section clearly contemplates a consideration of all the factors by the Board, and when the same has been done it “ may make such order as it thinks proper under the circumstances.” If such were not the case there would not be the use of the word “ reasonable ” in section 118 (c) and its use three times in 119 (c). A hearing, to be worthy of the name, must survey all the facts.

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In other words, the Appellant submits that the Board is to consider all the facts of each case and exercise a judicial discretion thereon. There is a discretion in the Municipal and Public Utility Board which must be exercised on legal principles in the same manner as there is a discretion in the Board of Railway Commissioners of Canada.

That the Municipal and Public Utility Board has powers analagous to the Board of Railway Commissioners is seen from an examination of the sections of the two Acts—many of them being couched in terms which, if not identical with, are at least similar to each other. One is safe in stating that the Dominion Railway Act was used as a model for the many sections of the Municipal and Public Utility Board Act. There are several decisions where the Board of Railway Commissioners of Canada have refused to order extension of, re-habilitation of, or re-establishment of railway service notwithstanding a clear contractual liability so to do. The Railway Board realizes that they have to exercise a discretion and have due regard to all the circumstances with particular reference to the financial considerations involved. One of the later cases which the Railway Board declined to order re-establishment of service in a case of *Minister of Justice vs. Ottawa Electric*, 39 C.R.C. 289, where the line under consideration was constructed at the expense of the Crown and the Ottawa Electric Company had covenanted to operate same, nevertheless the Board of Railway Commissioners refused to order operation where, owing to changed conditions and continuous annual losses, it would have imposed a very heavy financial burden on the company. 10 20

Chief Commissioner Fullerton, at page 292, states :—

“ It is admitted that the agreement here in question is of the character described in s. 35, and it is further admitted that there has been a breach of the agreement. The Company say, however, that under present conditions it is neither reasonable nor expedient that such an order should be made. They say that the service asked for, owing to the change in traffic conditions which has come about since the agreement was made, is not necessary for the purposes for which it was intended and that the furnishing of such service under present conditions would be a grievous burden on the finances of the Company.” 30

“ At the time the agreement was made travel by motor car was practically unknown. To-day it is almost universal. Probably nine out of ten of those who visit the Government Experimental Farm now go by motor. Moreover, those who wish to go by tram car can now reach the farm by tram and the bus service furnished by the Company which now runs along Carling Ave. The object which the Government had in view is at present fairly well attained by the service now being operated by the Company and by the use of motor cars. 40

“ On the hearing the Company filed a financial statement prepared by H. W. Steele, C.A., giving full details of the financial results of the operation of the line from the beginning until it ceased to operate in December, 1929. This statement shows that from the very first year loss was incurred. In 1909 the loss was over \$1,500. In the year 1920 the loss ran over \$18,000. During the 21 years of its operation the total loss was over \$238,000, or an average yearly loss of over \$11,000·00.”

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10 With the exception of the admission that there has been a violation of any agreement the words used by the Chief Commissioner accurately describe the situation under consideration in the case at bar. There is the same story—travel by motor car, competition, alternative service, continuous annual losses.

In the case of *Municipality of Annapolis vs. Canadian National Railways*, 32 C.R.C., p. 257, which was an application by the municipality for an order directing restoration of train service between Bridgetown and Port Wade, N.S., the Board declared that as the volume of freight traffic was very small, the passenger traffic almost nil, and that it would require large capital expenditures to put the line in shape for operation, and it would not be justified even assuming it had the power to do so in granting the order requested. In this case the relevant agreement provided “ that the Company will upon and after completion and equipment of the said lines of railway and works appurtenant thereto maintain and keep the same and the equipment required therefor in good and sufficient repair . . . and will continuously well and faithfully work, maintain and operate the said lines of railway. . . .” Notwithstanding this obligation the order for resumption of service was refused. Along the same line are the cases of *Rossland Board of Trade vs. Great Northern*, 28 C.R.C., p. 24, and *Leamington vs. Windsor Essex & Lake Shore Rapid Railway Company*, 28 C.R.C., p. 346. In the latter case the question of a contractual obligation and financial inability to carry out the same were considered, and Commissioner Boyce states at p. 352 :—

40 “ Then it is submitted by the Railway Company that its financial condition is such that it would, as in the Montreal case, be ruinous to it to be compelled to carry out now the exact obligations of the contract as contained in clause 4 thereof, which we are asked to enforce by order. It is shown that the work involved in the performance of the work referred to in clause 4 of the contract would necessitate an outlay by the railway company of some \$24,000. It is also shown that the operation of the railway is conducted at a loss, and that if this sum had to be added to the present net deficit of \$20,915·36 as shown by the statement, Exhibit 4, resulting from the operations of the railway extending over the year 1923 it would entail a financial burden which the company would be unable to carry. A detailed examination of the financial statement, submitted by the company and showing result of operations 1917-1923 would

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not appear to be necessary in the view I take as to the general applicability of section 35 under the first stated proposition.

“This Board is not concerned, in this application, with the obligations incurred under the contract propounded except to the extent and within the restrictions and for the objects set forth in Section 35 of the Railway Act. It is concerned, however, with the operation, etc., of railways, and, to my mind, it is clear that section 35 was never intended to put it in the power of the Board to compel literal enforcement of the terms of a contract where compliance therewith, although quite in accordance with the contractual obligations of the railway, would entail the probable bankruptcy of the railway and cessation of its operation. It would be neither reasonable nor expedient to make such an order, even though the work involved was of a character contemplated by section 35.”

The observations of Commissioner Boyce could also be used with equal propriety to describe the situation under consideration herein, except that there is no contractual obligation to undertake the work and perform the service ordered in the case at Bar. See also the following cases of which are to the same effect:—

*City of Hamilton vs. Grand Trunk*, 21 C.R.C. 211 at 216; 20

*City of Montreal vs. Grand Trunk*, 25 C.R.C. 448 at 451 (Cote Ste. Paul case);

*Coteau Landing vs. Grand Trunk*, 28 C.R.C. 42.

The order appealed from directed that the Appellant charge the expense occasioned by the said works to the Railway depreciation reserve fund. By so doing it is manifest that the Board made an assumption of fact that there was such a fund in existence in the hands of the Company which might be utilized for this purpose. Nowhere in the Municipal and Public Utility Board Act is there any power, authority or jurisdiction, given to the Board to make such direction. Furthermore, there was no evidence on which the same could be made, and also the affidavit of C. F. Lidster (Record, p. 98, l. 24) proves that there was no such fund in existence. It follows therefrom that the Board, insofar as it considered the financial aspects of the situation, assumed that the expense could be paid out of this alleged fund. Accordingly it may well be inferred that this assumption is the basis of the Board's order, and consequently the base being lacking the order should be set aside and charged.

3. The Court of Appeal did not consider the financial aspects of the situation, and as these considerations form a predominant part in the case at bar it is respectfully submitted that the Court of Appeal erred in upholding the order appealed from.

The Court of Appeal on such an appeal has fairly wide powers, as section 47 (5) of the Municipal and Public Utility Act provides that on the hearing of the appeal the Court may draw all such inferences as are not inconsistent with the facts expressly found by the Board and are



necessary for determining the question when it is one of jurisdiction or law as the case may be.

Said section 57 also provides for an appeal to the Court of Appeal upon any question involving the jurisdiction of the Board, or upon any point of law or upon any express finding of facts by the Board relating to a matter arising under Part 3, that is to say the part relating to public utilities. In a former case decided by the same Court of Appeal, reported in 1931, 39 Manitoba Law Reports, at page 402, the said Court declined to uphold an order of the Board directing the Suburban Rapid Transit  
 10 Company and Winnipeg Electric Company to carry out the terms of the contract of the former with the Rural Municipality of Assiniboia. The question involved in that case was the abandonment of non-paying lines in the municipality concerned, and the consideration there as here was largely financial. Robson, J.A., delivering the judgment of the Court at page 403 states :—

“ That Company (Suburban Rapid Transit Company) covenanted to build and operate, and did build and, until the matters now in question arose, did operate the line. Latterly, however,  
 20 the Suburban Rapid Transit Company came to the point where because of troubles not unusual with the experience of transportation companies these days it could not continue to operate a portion of its mileage lying in the Rural Municipality of Assiniboia. . . . So the Suburban Rapid Transit Company after a struggle stopped service on that portion ; ”

And at page 406 : “ That Company is by its own admission in default in the discharge of the obligations assumed by it.”

Nevertheless the Court allowed the appeal and refused to uphold the order of the Board directing that street railway service be resumed on the abandoned lines.

30 It accordingly follows from this decision that the Board and the Court of Appeal have to consider more than merely contractual obligations of the parties, and even where it is manifest that such obligations have not been or are not being fulfilled may decline to order the fulfilment of same where other matters are of paramount consideration (especially the financial situation).

The Court of Appeal, in its judgment (Record, p. 107, l. 33), holds that matter is to be considered under 119 (a), which provides that the Board may order an owner of a public utility to comply with the laws of this Province and any municipal by-law affecting the public utility or its owner,  
 40 and to conform to the duties imposed thereby or by the provisions of its own charter or by any agreement with any municipality or other owner. The Court of Appeal held that the application did not come within 118(c) or 119 (c) of the Act. It is respectfully submitted that the Court of Appeal erred in doing so and submits that the Act should be considered as a whole and reference made to the relevant sections and not single out one subsection and apply it to the facts under consideration to the exclusion of the

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remainder of the Act. The jurisdiction of the Board is not and cannot be limited to simply looking at a contract and saying the contract calls for this, and on finding a breach order a company to comply irrespective of results. The reasoning of the Court of Appeal logically leads to this result. If such were the case the legislature would have left the matter to the Courts and not created the Municipal and Public Utility Board. The Act, however, as stated must be read as a whole as the very purpose of the Act was to enable the Board to regulate utilities, not to destroy them or force them into liquidation or subject them to the extreme penalties provided therein, but to enable them to furnish such service to the public as the revenues of the business would permit. 10

The Court of Appeal manifestly assumes a clear contractual obligation on the Appellant to incur the burdens imposed by the order appealed against, but the Appellant submits that such is not the case and consequently, since this erroneous assumption forms the basis of the judgment of the Court of Appeal, the said judgment should be reversed.

4. The foregoing argument assumes in the main that the Appellant was under a contractual obligation to the Respondents to perform the works as directed in the order appealed from, but the Appellant submits that it is not under any such obligation. 20

(a) As to the Respondent City of Winnipeg, By-law 543 of the said City does not impose any such obligation. The said by-law appears as Schedule A ch. 56 of 55 Victoria, 1892, Manitoba, and constitutes the franchise of the Appellant Company, the relevant sections being 12 and 15 thereof, which provide :—

“ 12. The City shall have the right to take up the streets traversed by the rails, either for the purpose of altering the grades thereof, constructing or repairing drains, or for laying down or repairing water or gas pipes, or for all other purposes now or hereafter within the province and privileges of the City, the same being replaced by and at the expense of the City without being liable for any compensation or damage that may be occasioned to the working of the railway or to the works connected therewith, and this by-law is made subject to any rights (statutory or otherwise) of any other corporation which now has or hereafter shall have power to take up the streets of the City or otherwise use them.” 30

Section 15 provides :—

“ 15. The Council may during the year 1893, or any subsequent year, by written notice served on the applicants or any of them, or any one of their officers or agents resident in the city, or any person whom they shall by written notice to the City designate to represent them to receive notices or process, demand the construction of any new line or lines within the city limits, or any street or streets. Line or lines must be designated as to route and terminus, and must extend from line or lines already in operation. At the date of such notice there must be an average actual *bona fida* resident population 40

of at least four hundred persons, of above five years of age, for each half mile of proposed line, living within a distance of one quarter of a mile on each side thereof, and not within one eighth of a mile of any parallel line already in operation, that is an average of four hundred for each quarter square mile measured as above. The applicants shall construct and operate such new line or lines within twelve months from such notice. A *bona fida* commencement must be made within such time as may be fixed by Council when giving notice."

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10 The situation in 1930-31 was that the Appellant had single line railway tracks on both bridges and double track in between same but was unable to operate over the bridges owing to their condition. The Company was under no duty to either Respondent to build a new bridge. Section 15 quoted *supra* does not apply. The Appellant in fact had its tracks on the street and over the old bridges and actually gave service to St. Boniface. The Respondents took up the bridges for purposes of their own and ordinary justice requires that they should put them down or replace them at their own expense. There is no population on the Winnipeg side east of the new trackage and bridges, as this area is occupied by C.N.R. yards and tracks.

20 Therefore there was no population of 400 persons of above five years of age living within a distance of one quarter of a mile on each side thereof as required by said Section 15. All the population is on one side and was already served by the River Avenue bus service already referred to.

If the population figures given in the evidence by the City of Winnipeg under section 15 of by-law 543 did impose any obligation to have tracks there the Appellant takes the position that such obligation was fulfilled.

The plans (separate documents), shew the changes, while Exhibit 5 (Record p. 188), shews the new land required on the Winnipeg side. The matters under consideration here in reality fall within section 12 of by-law

30 543 quoted *supra*. The City of Winnipeg took up the streets traversed by the rails and altered the grades of same. The bridges and approaches were constructed by the Respondents. This section provides that the same shall be replaced by and at the expense of the City. Main Street Bridge is entirely within City of Winnipeg, while only half of the Norwood Bridge is, and there is no jurisdiction in the said City to require the Appellant to give service to the centre of Norwood Bridge or to St. Boniface.

The Appellant contends that so far from it being under a contractual obligation to assume the burden imposed in the order appealed from the City of Winnipeg is under obligation to pay for same under said section 12

40 of by-law 543.

(b) Insofar as St. Boniface is concerned, the Appellant is under no contractual obligation to incur any of the burdens imposed by the order in that city as appears from by-law 111 (Record, p. 166). The agreements signed by the Appellant's predecessor in title (Record, pp. 170 & 173) do not impose any. The covenants to repair the old bridge do not apply to the new Norwood Bridge as it is built in a different alignment, and it was

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certainly never contemplated by the contracting parties that the Company should expend large sums of money when the said City decided to change the location of and build a new bridge. The Appellant was not consulted in regard to the location of the two new bridges. Furthermore, it is a principle of law that an agreement relating to a matter ceases to have any efficacy when the matter or thing ceases to exist.

In conclusion, the Appellant asks that the order of the Municipal and Public Utility Board, dated the 31st day of July, 1931, and the judgment or order of the Court of Appeal for Manitoba upholding same be set aside, discharged and vacated.

All of which is respectfully submitted.

R. D. GUY, K.C.,  
Of Counsel for Appellant.

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No. 32.  
Certificate  
of Respon-  
dents'  
solicitor  
as to con-  
tents of  
Appeal Case.  
28th August  
1933.

**No. 32.**

**Certificate of Respondents' Solicitor as to Contents of Appeal Case.**

**IN THE SUPREME COURT OF CANADA.**

**ON APPEAL FROM THE COURT OF APPEAL FOR MANITOBA.**

**IN THE MATTER** of The Municipal and Public Utility Board Act,  
and

**IN THE MATTER** of an Order of the said Board dated the 31st July, 20  
1931, whereby Winnipeg Electric Company was directed to contribute  
to certain costs of Main Street and Norwood bridges and approaches  
thereto.

Between

WINNIPEG ELECTRIC COMPANY - - - - - *Appellant,*  
and

THE CITY OF WINNIPEG AND THE CITY OF ST. BONIFACE *Respondents.*

I, R. Lawrence McCrea, hereby certify that I have personally compared the annexed print of the case in appeal to the Supreme Court with the originals, and that the same is a true and correct reproduction of such 30  
originals.

Dated at Winnipeg this 28th day of August, 1933.

R. L. McCREA,  
A Solicitor for the Appellant.

## No. 33.

## Certificate of Registrar of Court of Appeal as to Appeal Case.

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Certificate  
of Registrar  
of Court of  
Appeal as to  
Appeal Case.  
30th August  
1933.

I, the undersigned Deputy Registrar of the Court of Appeal for the Province of Manitoba do hereby certify that the foregoing printed document numbered from pages 1 to 152 inclusive, is the case stated and agreed upon by the parties hereto pursuant to Section 68 of the Supreme Court Act, and the rules of the Supreme Court of Canada, in a certain case pending in the said Court of Appeal in the matter of the Municipal and Public Utility Board of the Province of Manitoba and in the matter of an Order made by  
10 the said Municipal and Public Utility Board of the said Province between Winnipeg Electric Company, Appellant, and the City of Winnipeg and the City of St. Boniface, Respondents, from the decision of the said Court of Appeal and the judgment of the said Court pronounced and made on the 20th day of January, A.D. 1933, on the Appeal in the said matter.

And I do further certify that the Winnipeg Electric Company has given proper security to the satisfaction of the Hon. S. E. Richards, J.A., pursuant to the 70th section of the Supreme Court Act, by the deposit of a Bond of the Maryland Casualty Co. in the sum of \$500.00, a copy of which said bond may be found on page 18 of the annexed case (Record, p. 109) and a copy  
20 of the order of the said Mr. Justice Richards allowing the same may be found on page 19 of the annexed case (Record, p. 110).

And I do further certify that I have applied to the Judges of the Court of Appeal for Manitoba for their opinions or reasons for judgment in this case, and the only reasons delivered to me by the said judges are those of the Hon. Mr. Justice Robson.

In testimony whereof I have hereunder subscribed my name and affixed the seal of the said Court of Appeal for the Province of Manitoba this 30th day of August, A.D. 1933.

A. J. CHRISTIE,  
Deputy Registrar.

30

*In the  
Supreme  
Court of  
Canada.*

**No. 34.  
Formal Judgment.**

**IN THE SUPREME COURT OF CANADA.**

No. 34.  
Formal  
Judgment.  
26th Janu-  
ary 1934.

Friday, the 26th day of January, A.D. 1934.

Present :

- The Right Honourable L. P. DUFF, P.C. Chief Justice.
- The Honourable Mr. Justice LAMONT.
- The Honourable Mr. Justice SMITH.
- The Honourable Mr. Justice CANNON.
- The Honourable Mr. Justice CROCKET.

10

The Honourable Mr. Justice SMITH being absent, his judgment was announced by The Right Honourable THE CHIEF JUSTICE, pursuant to the Statute in that behalf.

IN THE MATTER of The Municipal and Public Utility Board Act, Chapter 33, 16, Geo. V, Manitoba, and

IN THE MATTER of an application by the Cities of Winnipeg and St. Boniface for an Order of the Board to re-open the matter of the liability of the Winnipeg Electric Company for those portions of the expense in connection with the construction of bridges over the Red and Assiniboine Rivers, and to fix the amount payable by the said Company as its share of the cost of paving and for placing street car rails on said bridges and approaches and on Main Street, and

IN THE MATTER of an Order of the said Board dated the 31st day of July, 1931, and an appeal therefrom to the Court of Appeal for the Province of Manitoba, by the Winnipeg Electric Company.

Between

WINNIPEG ELECTRIC COMPANY - - - (*Respondent*) *Appellant*,  
and

THE CITY OF WINNIPEG and THE CITY OF ST. BONIFACE  
*(Applicants) Respondents.* 30

The Appeal of the above-named Appellant from the judgment of the Court of Appeal for Manitoba, pronounced in the above cause on the twentieth day of January, in the year of our Lord, one thousand nine hundred and thirty-three, affirming the Order of the Municipal and Public Utility Board for the Province of Manitoba, rendered in the said cause on the thirty-first day of July in the year of our Lord one thousand nine hundred and thirty-one, having come on to be heard before this Court on the thirteenth and fourteenth days of November, in the year of our Lord one thousand nine hundred and thirty-three in the presence of counsel as well for the Appellant as for the Respondents, whereupon and upon hearing what was 40

alleged by counsel aforesaid, this Court was pleased to direct that the said appeal should stand over for judgment, and the same coming on this day for judgment, this Court did order and adjudge that the said Appeal should be and the same was allowed, that the said Judgment of the Court of Appeal for Manitoba should be and the same was reversed and set aside, and that the said Order of the Municipal and Public Utility Board for the Province of Manitoba should also be set aside.

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AND this Court did further order and adjudge that the said Respondents should and do pay to the said Appellant, the costs incurred by the said Appellant as well before the Municipal and Public Utility Board and in the Court of Appeal for the Province of Manitoba as in this Court.

(Sgd.) J. F. SMELLIE,  
Registrar, Supreme Court of Canada.

**No. 35.**

**Reasons for Judgment.**

WINNIPEG ELECTRIC COMPANY - - - - - *Appellant*  
and

THE CITY OF WINNIPEG and THE CITY OF ST. BONIFACE - *Respondents.*

(Concurred in by the Chief Justice and Lamont, Smith and Cannon, JJ.)

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(concurred  
in by  
Duff, C.J.  
and Lamont  
Smith and  
Cannon, JJ.)

20 CROCKET, J.

In the year 1893 the town council of St. Boniface passed a by-law granting to the Winnipeg Electric Street Railway Co., which was then operating a street railway system in the City of Winnipeg, the right to construct and operate single or double lines of street railway on any of the streets of St. Boniface. This franchise was originally granted for the term of 30 years, which period was within a few days extended to 40 years by an amending by-law, with the right to the town on the expiration of that period on notice to take over the system at a valuation to be determined by arbitration. One of the conditions of the franchise was that the fares to be charged should not exceed the fares then charged in Winnipeg and that no more than one fare should be charged for any continuous trip, "this to include a continuous trip from the Town of St. Boniface to the City of Winnipeg or from the City of Winnipeg to the Town of St. Boniface."

30

By a later by-law, passed July 31st, 1902, it was provided that transfers "shall be given on said railway in Winnipeg to passengers from St. Boniface and to St. Boniface in the same manner as transfers are at present given in Winnipeg."

In May, 1904, the Street Railway Co. entered into an agreement with the Norwood Improvement Co. Ltd., which had constructed a bridge across the Red River, the centre thread of which forms the boundary between the

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City of Winnipeg and the Town (now the City) of St. Boniface, and was then maintaining it as a toll bridge, whereby the Improvement Co. granted the right to the Street Railway Co. to lay an electric street railway track upon the easterly side of the bridge and the approaches thereto and to operate passenger cars upon the said track for a period of eight years. This agreement provided that the Railway Co. should at all times during its continuance keep so much of the surface of the bridge as may be between the rails of the said track and for the space of two feet on the outside of each rail in good repair, and further, that the Improvement Co. should have the right whenever it should deem it necessary to take up the rails or that part of the bridge covered by the rails “for the purpose of altering or repairing the said bridge or for any other purpose within the province or privilege of the Improvement Co., the same being replaced by and at the expense of the Improvement Co.” There was a further clause that the Railway Co. should assume all responsibility and risk and liability of and in connection with the strength and sufficiency of the bridge “for the purposes for which the leave and licence hereby given is granted” and that “should any strengthening or altering of the said bridge be required now or at any time during the continuance of this agreement to make the same sufficient for such purposes, such strengthening and altering shall be done by the Street Railway Co. at its own expense and to the satisfaction of the Improvement Co.” Another clause freed the Improvement Co. from all liability for any loss or damage arising from the construction or operation of the street railway upon and across the bridge. 10 20

In March, 1909, the City of St. Boniface purchased this bridge and all the vendor's rights in connection therewith from the Norwood Improvement Co. by an agreement in which the Street Railway Co. joined, and by which the latter accepted the City of St. Boniface in substitution for the Improvement Co. in all contracts and agreements between the Company and the Railway, and released the Company from all liability in respect thereof. By a supplementary agreement entered into a few days later the Railway Co. agreed with the City that whenever the City should pave the balance of the bridge, it would pave and maintain the pavement of that portion of the bridge lying between the railway tracks during the term of the operation of the Company's cars and keep the same “in as good condition as the balance of the pavement on the bridge shall be kept and maintained by the City,” and the City on its part agreed to make and keep the bridge as a public highway for the free passage of the public and the cars and passengers of the Company. 30

The Winnipeg Electric Railway Co. and its successor, The Winnipeg Electric Company, the present appellant, continued to operate its cars across this bridge under the terms of these agreements until September, 1929. In the year 1926, the bridge having been considered to be unequal to the strain of the increasing motor vehicle and other traffic, the Company put in some stringers at its own expense to strengthen and make it safe for its own cars after unavailingly notifying the City authorities that some means must be found to relieve the traffic conditions on the bridge with an 40



intimation that if this were not done the Company would be compelled to discontinue its service over it.

In August, 1929, the question of the safety of the bridge was again raised, when the Company called the City's attention to the fact that while it was complying with the recommendations contained in a report prepared by the City's consulting engineer as a result of the complaints of 1925, the City had taken no steps to control other traffic over the bridge, in accordance with its own engineer's report, and that unless something were done to this end, the Company would have to seriously consider discontinuing  
 10 service over the bridge. The City's consulting engineer thereupon made a further examination of the bridge and recommended that all street cars, tracks and horse-drawn vehicles be stopped from using the bridge. The Company in consequence discontinued its service over the bridge, and immediately applied to the City Council of Winnipeg for permission to extend a bus service it was operating on River Avenue as far north on Main Street as the Union Station, in order that its patrons might not be inconvenienced. This permission was granted as a temporary measure and during the pleasure of the Council. On the St. Boniface side the Company installed a loop near the approach to the abandoned bridge and used the  
 20 Provencher Avenue bridge further down the river for the crossing of its cars to Winnipeg.

Before this stoppage the Street Railway Co. had maintained its St. Boniface-Winnipeg interurban service via the Norwood bridge and South Main Street which afforded the approach to the bridge on the Winnipeg side, running almost due north from and on a straight line with the bridge, and intersecting Bell, River and Mayfair Avenues, before crossing the Assiniboine River by the Main Street bridge on to Main Street. These two bridges appear by the plans in evidence to be separated by a distance of some 800 feet.

30 The substituted service provided for as above continued for upwards of a year without any arrangements being made by either the City of St. Boniface or the City of Winnipeg for the strengthening or replacement of the Norwood bridge, or the restoration of the former service. In the fall of 1930 negotiations took place between the two municipalities looking to the construction of new and stronger bridges across the Red River on the site of the abandoned Norwood bridge and across the Assiniboine River on Main Street and to the substitution of two lines of street railway track across both bridges for the single track on which the service had formerly been maintained, the proposal embracing also the widening of  
 40 Main Street South, though a double track appears to have already been installed on this street between the two bridges. Both cities hoped to secure appropriations from the contributions which it was expected the federal and provincial governments would make for unemployment relief. In the end the two cities obtained estimates of the cost of the proposed two new bridges—\$620,000 for the Norwood bridge, and \$480,000 for the Main Street bridge, and assurances that the federal and provincial governments would each contribute \$180,000 to the cost of the Norwood bridge—

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and Lamont  
Smith and  
Cannon, J.J.)  
—continued.

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Supreme  
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in by  
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—continued.

about 60% of the entire cost, and 25% each to the cost of the Main Street bridge. The balance of the cost of the Norwood bridge was to be shared between the two cities, while that of the Main Street bridge was to be borne by the City of Winnipeg. Efforts were then made to obtain from the Winnipeg Electric an agreement to share in the cost of both bridges. The president of the Company promised to recommend to the directors the approval of an arrangement whereby the Company would pay interest not exceeding 5½% and sinking fund payments on such amount of money as might be necessary to build street car tracks on both bridges, together with any additional outlay which might be necessary to connect up the existing tracks with the bridges and any other changes which might result from their construction, the entire capital sum for which the Company should be responsible not to exceed \$50,000. This proposal, however, was not acceptable, and the two cities went on with the work without effecting any agreement with the appellant, and, in June 1931, while the bridges were in course of construction, applied to the Municipal and Public Utility Board to compel a contribution from the Company. This application was dismissed but the Board granted leave to the municipalities to reopen the application for the settlement of the terms by which car services across the bridges might be provided when construction was completed. The two cities, therefore, on June 30th, 1931, joined in an application to have fixed the amount payable by the Company as its share of the cost of paving and for placing street car rails on both bridges and for the settlement of the terms by which street car services across the bridges might be provided when construction was completed. On this application the Board made an order requiring the Company to pay the entire cost of placing rails, ties and foundations therefor on both bridges and one half the cost of such works in connection with the approaches to both bridges, and authorizing the Company to charge the expenses occasioned thereby to its street railway depreciation reserve fund—a fund, which it was stated on the argument does not exist. The amount of the required payments was not stated, but it is said in the appellant's factum that they will total between \$50,000 and \$60,000. From this order an appeal was taken to Appeal Court of the Province of Manitoba. The Appeal Court dismissed this appeal, and the Company now appeals from the decision of the Appeal Court.

By s. 119 (a) of the Municipal and Public Utility Board Act, the Board is given power on notice to and hearing the parties interested to require every owner of a public utility to comply with the laws of the Province and any municipal by-law affecting the public utility or its owner, "and to conform to the duties imposed—

"thereby or by the provisions of its own charter or by any agreement with any municipality or other owner,"

and by ss. (c) of the same section:—

"to establish, construct, maintain and operate any reasonable extension of its existing facilities when in the judgment of the Board

such extension is reasonable and practicable and will furnish sufficient business to justify the construction and maintenance of the same, and when the financial condition of the owner reasonably warrants the original expenditure required in making and operating such extension.”

It is quite apparent from the Board’s memorandum of judgment that it dealt with the application as one for the restoration of an abandoned service, under 119 (a) and not as one for the extension of existing facilities under 119 (c). In fact the chairman in his judgment distinctly states  
10 that—

“ notwithstanding that much of the evidence submitted was referable to the extension of existing facilities the Board regards the application as one for the renewal of the former services which were temporarily abandoned because of the condition of the old bridges.”

No consideration was given therefore to the question as to whether the financial condition of the Company reasonably warranted the expenditure which was ordered, without which by the express terms of 119 (c) no order could properly be made if the application were treated as one for the extension of existing facilities. As a matter of fact the Board itself in dismissing  
20 the application to compel the Company to contribute to the cost of the new bridges, stated that the evidence was abundant that then and for some time this utility was not meeting and had not met costs properly chargeable to service with little or nothing whatever for the use of large sums of money fixed irrevocably in the assets of the utility, and found that the conditions existing were not those on which it should make an order grounded on 119 (c). It is perfectly clear therefore that the validity of the order appealed from must rest upon 119 (a), and that it can be justified only as an order requiring the Company to perform some duty or obligation which was imposed upon it by some Act of the Legislature or  
30 by some municipal by-law or by the provisions of its own charter or by some agreement with either of the two cities or other owner.

It is not contended that there is any provision in the Company’s charter by which any such obligation is imposed as that which the Board has ordered. No provision of any Act of the Legislature was cited as the ground of the Company’s liability to make the payments which the order requires. The only municipal by-laws and agreements, as regards the City of St. Boniface, which are relied upon by that City, are those which have already been mentioned, viz; the by-law of 1893 granting to the Company the right to construct and operate single or double lines of street  
40 railway on the streets of the town; the by-law of 1902; the agreement entered into between the Norwood Improvement Co. and the Railway Co. in 1904; and that of 1909 between the Improvement Co. and the City, in which the Railway Co. joined.

The by-law of 1893 granting the franchise to the Company made no mention of maintaining an interurban service across Norwood bridge or

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and Lamont  
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any other bridge. The only provision in it that can be relied upon is that of paragraph 3, that the fares to be charged shall not exceed those then charged in Winnipeg and that no more than one fare was to be paid for any continuous trip, "this to include a continuous trip from the Town of St. Boniface to the City of Winnipeg or from the City of Winnipeg to the Town of St. Boniface." In no view can this be said to imply an agreement on the part of the Company to provide a service across the old Norwood bridge which, it would seem, was not even in existence at that time.

The appellant's obligations in respect of maintaining a service across that bridge are grounded wholly in the Company's agreement of 1904 with the Norwood Improvement Co. and in the agreement by which the City purchased the bridge from that corporation in 1909, and in which the Railway Co. joined. These obligations have already been pointed out. They are clearly limited, so far as repairs are concerned, to the surface of the bridge between the rails of a single track and for two feet on the outside of each rail, and as to the strengthening or altering of the bridge, to making the bridge sufficient for the purpose of running its own street cars over it, and then only during the continuance of that agreement. Neither of these agreements contemplated any obligation on the part of the appellant to strengthen or alter the bridge beyond the requirements of its own single track service. Most assuredly it never contemplated that the Company should be charged with the duty of strengthening or altering the bridge to such an extent as to make it sufficient to endure the increasing load and strain of motor cars and motor trucks and all other traffic. It must be remembered that the Norwood Improvement Co. built and owned the bridge and that the City acquired it from this Company, not only with all the latter's rights under its agreement with the Railway Co., but with the Improvement Company's obligations under that agreement as well, and that one of these obligations was that if the Improvement Co. should at any time take up the rails or that part of the bridge covered by the rails for the purpose of altering or repairing the bridge or for any other purpose within the province or privilege of the Improvement Co., it should replace them at its own expense; also, that the City, by the supplementary agreement of March 1909, undertook to make and keep the bridge as a public highway for the free passage of the public and the cars and passengers of the Railway Co.

The evidence by no means shows that the stoppage of the car service over the bridge was due to any default on the part of the Company. On the contrary it shows that it was brought about by the report of the City's own consulting engineer, and points rather to the conclusion that, while the Company was prepared to discharge its obligations in respect of this service, the City itself failed to heed the recommendations of its own engineer and to take any steps to control or curtail the motor and other traffic which was the real cause of rendering the bridge unsafe.

It is to be borne in mind too, that no responsibility rests on the Company for the taking down of the old bridge and its replacement by the new one. That responsibility rests wholly on the City of St. Boniface as the owner

of the structure, which entered into the agreement with the City of Winnipeg to make the change without the consent or approval of the Company. Had the old bridge remained and been kept safe for a single track street car service, the Company's liability would have been at most to keep the pavement between its rails and two feet on either side of its track up to the standard of the pavement maintained on the rest of the bridge by the City, and the City, had it removed the railway tracks for any purpose, would have been required by the express terms of its agreement to replace them at its own expense. We think that when it took down the entire  
 10 bridge in the absence of any new agreement with the Company it relieved the latter of any further obligation in respect of its agreement with the former owner in 1904 or with the City itself in 1909, and are quite unable to appreciate upon what ground it can be said that there was any contractual obligation on the part of the Company either to contribute to the cost of the new bridge or to pay for the substitution of a double track over it and its approaches in lieu of the single track on which it maintained its former service.

The City may have been fully justified on grounds of public convenience and justice to the residents of St. Boniface who were dependent on the old  
 20 service for transportation to and from Winnipeg in undertaking the construction of the new and larger work, designed for a double track and of a strength sufficient to carry street railway cars twice the weight of the cars which have all along been sufficient for the Company's traffic in and about Winnipeg, but, failing the negotiation of any new agreement with the Company, the Municipal and Public Utility Board in our judgment had no authority under their Act to require these payments from the Company, either as a statutory or contractual liability, or as payments necessitated by the renewal of the former service. Although it may be, as the Board states, that this service was temporarily abandoned because of the condition  
 30 of the old bridges, the Company cannot fairly be said to be responsible for such abandonment, as already intimated, while the construction of the new and larger bridges was undertaken and carried to completion without any new agreement being entered into with the Company and at a time when it was providing a substituted service with the consent of both municipalities. Even if the Board had power to order a renewal of a former service,—the ground upon which the Board states it dealt with the application—we cannot perceive upon what principle it can impose upon the Railway Co., any further outlay than that for which it was liable in the maintenance of such former service. The plans agreed upon between the  
 40 two cities provided for the construction of both bridges on different alignments than those of the old bridges, necessitating additional expense in the building of approaches and otherwise, and for a double track instead of the former single track. An order requiring the Company to pay the entire cost of placing two lines of railway, ties and foundations, across the whole length of both bridges and one half the cost of the new approaches, manifestly cannot be justified as an order for the renewal of the old service, with respect to which, under its agreements with the City of St. Boniface,

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 and Lamont  
 Smith and  
 Cannon, J.J.)  
 —continued.

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the City agreed, in the event of its removing the rails of the single track, to replace them at their own expense.

As regards the City of Winnipeg and the Main Street bridge over the Assiniboine River, the franchise granted to the Company by the City of Winnipeg is found in by-law 543 of that city. S. 12 of this by-law provides that :—

“ The city shall have the right to take up the streets traversed by the rails, either for the purpose of altering the grades thereof, constructing or repairing drains, or for laying down or repairing water or gas pipes, or for all other purposes now or hereafter within the province and privileges of the city, the same being replaced by and at the expense of the city, without being liable for any compensation or damage that may be occasioned to the working of the railway or to the works connected therewith.”

Although it was stated on the argument that there was no definition at that time that a street included a bridge, the Court of Appeal points out that under both the Winnipeg and St. Boniface charters the word “ street ” includes the word “ bridge.” In any event, s. 12 of by-law 543 contains practically the same provision in respect of streets as s. 3 of the agreement of 1904 between the Norwood Improvement Co. and the Railway Co. in respect of rails on the Norwood bridge, namely : that if the City should take up any of the streets traversed by the rails of the Company for any purpose within the province or privileges of the City, the same should be replaced by and at the expense of the city—a principle which the Board in its judgment described as not unreasonable.

The situation, therefore, with respect to the taking down of the Main Street bridge is practically the same as that with respect to the taking down of the Norwood Bridge, Main Street bridge being owned and controlled by the City of Winnipeg, as Norwood Bridge was owned and controlled by the City of St. Boniface.

Reliance was placed, in behalf of the City of Winnipeg, upon s. 15 of by-law 543, which gives the council the right by written notice served on the Company to demand the construction of any new line or lines within the city limits or any street or streets. This section seems to have no application, however, to the present question, for the record does not show that there was any demand made by the council upon the Company for the construction of any new line of railway, and certainly there was no obligation upon the Company either to build or to share in the cost of building of a new bridge under any provision in the by-law. In point of fact, the appellant had its tracks on Main Street South between the two bridges and over the old Main Street bridge when it was taken down. There is, then, no more ground for the contention that there was any contractual liability upon the part of the Company to the City of Winnipeg, as the owner of the Main Street bridge, to provide new tracks over that bridge and approaches thereto, than there is for the contention that there was

such liability to the City of St. Boniface to provide new tracks over the Norwood bridge and approaches thereto.

The matter seems to be one calling for the negotiation of a new agreement between the two cities and the appellant Company. Failing such an agreement between the parties, it will then be for the Board to say whether in view of all the circumstances and the financial position of the Company, it is justified in ordering the Company to operate a new service over these bridges in lieu of the service which the Company substituted for the former service across the old bridges with the consent of the City, and if the promised revenues from such new service and the financial condition of the Company warrants the Company in assuming any financial responsibility therefor.

In the meantime the Board's order must be set aside and the appeal allowed with costs.

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(concurrent  
in by  
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and Lamont  
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—continued.

*In the  
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**No. 36.**

**Order in Council granting special leave to appeal to His Majesty in Council.**

No. 36.  
Order in  
Council  
granting  
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to appeal to  
His Majesty  
in Council.  
29th June  
1934.

AT THE COURT AT BUCKINGHAM PALACE.

The 29th day of June, 1934.

Present :

THE KING'S MOST EXCELLENT MAJESTY.

LORD PRESIDENT.  
LORD PRIVY SEAL.  
LORD MOYNE.

MR. DOUGLAS HACKING.  
SIR SHADI LAL.

WHEREAS there was this day read at the Board a Report from the 10  
Judicial Committee of the Privy Council dated the 5th day of June 1934  
in the words following viz. :—

“ WHEREAS by virtue of His late Majesty King Edward the  
Seventh's Order in Council of the 18th day of October 1909 there  
was referred unto this Committee a humble Petition of the City of  
Winnipeg and the City of St. Boniface in the matter of an Appeal  
from the Supreme Court of Canada between the Petitioners  
Appellants and the Winnipeg Electric Company Respondents  
setting forth (amongst other matters) that the Petitioners desire to 20  
obtain special leave to appeal from the Judgment of the Supreme  
Court given on the 26th January 1934 : that by the Judgment  
the Judgment of the Court of Appeal of the Province of Manitoba  
given on the 20th January 1933 was reversed and an Order of the  
Municipal and Public Utility Board of the Province was set aside :  
that the Court of Appeal of the Province had dismissed the  
Respondents' Appeal to that Court and determined that the Order  
appealed from to that Court was within the jurisdiction of the  
Municipal and Public Utility Board and that it could not be impeached  
on any objection of fact or law raised before the Court : that the  
question in issue concerns an Order of the Board directing the 30  
Respondents to pay part of the cost incurred in laying street railway  
tracks over two river bridges and their approaches—the two bridges  
in question being new bridges replacing old bridges carrying street  
railway tracks previously used by the Respondents : that the  
Supreme Court decided that the Board had no authority under the  
Municipal and Public Utility Board Act (Chap. 33 16 Geo. V. 1926)  
to require the payments from the Respondents ordered by the Board  
to be made to the Petitioners either as a statutory or contractual  
liability or as payments necessitated by ' the renewal of the former  
service ' : And humbly praying Your Majesty in Council to grant 40  
the Petitioners special leave to appeal from the Judgment of the



26th January 1934 of the Supreme Court of Canada or for such other Order as to Your Majesty in Council may seem meet :

10 “ THE LORDS OF THE COMMITTEE in obedience to His late Majesty’s said Order in Council have taken the humble Petition into consideration and having heard Counsel in support thereof and in opposition thereto Their Lordships do this day agree humbly to report to Your Majesty as their opinion that leave ought to be granted to the Petitioners to enter and prosecute their Appeal against the Judgment of the Supreme Court of Canada dated the 26th day of January 1934 upon depositing in the Registry of the Privy Council the sum of £400 as security for costs :

“ And Their Lordships do further report to Your Majesty that the proper officer of the said Supreme Court ought to be directed to transmit to the Registrar of the Privy Council without delay an authenticated copy under seal of the Record proper to be laid before Your Majesty on the hearing of the Appeal upon payment by the Petitioners of the usual fees for the same.”

20 HIS MAJESTY having taken the said Report into consideration was pleased by and with the advice of His Privy Council to approve thereof and to order as it is hereby ordered that the same be punctually observed obeyed and carried into execution.

Whereof the Governor-General or Officer administering the Government of the Dominion of Canada for the time being and all other persons whom it may concern are to take notice and govern themselves accordingly.

M. P. A. HANKEY.

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*In the  
Privy  
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granting  
special leave  
to appeal to  
His Majesty  
in Council.  
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tinued.

Exhibits.

## E X H I B I T S.

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16.

### 16.—(a) By-law No. 111 St. Boniface (Franchise Winnipeg Electric).

(a) By-law  
No. 111, St.  
Boniface  
(Franchise  
Winnipeg  
Electric).  
6th June  
1893.

A By-Law to authorize the Winnipeg Electric Railway Company to construct and operate lines of street railway in the Town of St. Boniface.

The Council of the Town of St. Boniface enacts as follows :

1. The Winnipeg Electric Street Railway Co. shall have the right to construct and operate single or double lines of street railway with all proper switches and turnouts on any of the streets of the Town of St. Boniface to be operated by any system of motive power according to plans and regulations to be submitted to and approved of by the Council of said Town, and with power to the Company to erect and maintain all necessary and proper poles, wires, works and appliances on such streets for the purpose of constructing and operating the said lines of railway. Provided that such right shall be exercised by the said Company and there shall be at least one mile of such street railway in operation in that portion of the Town comprised between the Southern line of Provencher Avenue, the Seine River to the East, and the Red River to the North, within fifteen months from the date of the passing of this By-Law, after which term of fifteen months such right shall cease and determine, if the said Company have not availed themselves of the same. 10

2. No such line of railway shall in any way interfere with or impede the general traffic on any street of the said Town, but shall comply with the said plan.

3. The fares to be charged on the said line of railway shall not exceed the fares at present charged by said Company in the City of Winnipeg, and no more than one fare to be paid for any continuous trip; this to include a continuous trip from the Town of St. Boniface to the City of Winnipeg, or from the City of Winnipeg to the Town of St. Boniface.

4. Nothing in this By-Law shall be held to prevent the Town of St. Boniface from granting similar privileges to any other Company on any 30 of the streets of the Town.

5. The present franchise is granted for the term of thirty years, and at the expiration thereof the Town of St. Boniface may on giving six months notice prior to the expiration of said term, of their intention to do so assume the ownership of the railways and all real and personal property in connection with the working thereof of every kind and description upon payment of the full value of the same, including the value of the pavement made or done by or at the expense of the said company to be determined by arbitration, and in considering such value the franchise and the rights and privileges granted under this by-law and the revenue profits and dividends being or 40 likely to be derived from the enterprise, are not to be taken into consideration, but arbitrators are to consider only the actual value of the actual and

tangible property, plants, equipments and works connected with, and necessary to the operation of the railway including such pavement; and after the end of the said thirty years, the Town shall have the right at the end of each succeeding five years to take over, assume and purchase the said lines of railway and railway system and all the plant appliances and other property connected therewith upon the terms hereinbefore provided for as to arbitration, but notice required in any such case shall be one year instead of six months.

6. Until such assumption and purchase the right and privileges are to be extended beyond the said period of thirty years on and subject to the terms and conditions herein contained.

7. The arbitration aforesaid mentioned in Clause 5, shall be conducted by three arbitrators, one to be chosen by each of the parties hereto, and the third to be appointed by the two so chosen as aforesaid. In the event of either party hereto failing, neglecting or refusing to choose an arbitrator for one month after being requested in writing by the other party to do so, then the party who makes such request shall appoint the arbitrator for and on behalf of the party so failing, neglecting or refusing as aforesaid, and in the further event of the said two arbitrators being unable or failing to agree upon the said third arbitrator for one week after their appointment, or the appointment of one of them who was last appointed, then such third arbitrator shall be chosen and appointed by the Chief Justice for the time being, of the Court of Queen's Bench, for the Province of Manitoba, or in the event of the Chief Justice being sick, absent from the Province or otherwise unable or refusing to act, then such third arbitrator shall be appointed by the Senior Judge of said Court. The decision or award of any two of said arbitrators shall be final.

Done and passed at the Town of St. Boniface this sixth day of June, A.D. 1893.

30

(Sgd.) Dr. J. H. O. LAMBERT, Chairman.

(Sgd.) JOSEPH LECOMTE, Mayor.

(Seal)

(Sgd.) THEO. BERTRAND, Sec. Treas.

Exhibits.

—  
16.

(a) By-law  
No. 111, St.  
Boniface  
(Franchise  
Winnipeg  
Electric).  
6th June  
1893—con-  
tinued.

Exhibits.

**16.—(b) By-Law No. 113, St. Boniface.**

16.  
(b) By-law  
No. 113, St.  
Boniface.  
12th June,  
1893.

A By-Law to amend By-Law Number 111.

The Council of the Town of St. Boniface enact as follows :-

1. Clauses five and six of by-law number one hundred and eleven of said town are hereby amended by striking out the word "thirty" where the same occurs in said clauses and the word "forty" is substituted therefor.

Done and Passed at the Town of St. Boniface, this 12th day of June, 1893.

	(Signed)	JOSEPH LECOMTE,	10
		Mayor.	
(Seal of the Town of St. Boniface, Manitoba)	(Signed)	THEO. BERTRAND,	
		Sec. Treasurer.	

16.  
(c) By-law  
No. 203, St.  
Boniface.  
31st July  
1902.

**16.—(c) By-Law No. 203, St. Boniface.**

Ville de Saint-Boniface.  
Bureau du Secretaire-Tresorier.

Town of St. Boniface.  
Secretary-Treasurer's Office.

**BY-LAW No. 203.**

A By-Law to amend by-law No. 111 of the Town of St. Boniface.

The Council of the Town of St. Boniface duly assembled enact as follows :—

1. The Winnipeg Electric Street Railway Company shall have the right to construct and operate its lines of electric railway together with works for power or lighting purposes on any of the streets of the Town of St. Boniface for and during the term of years in said by-law No 111 of the Town of St. Boniface mentioned, such term dating from the date of the passing of this by-law, according to plans to be submitted to and approved by the Engineer of the Town of St. Boniface and the provisions of the said by-law number 111 except as herein varied or amended shall apply to the said works so to be constructed or operated.

2. It is however herein declared that unless the said Company shall have at least one mile and a quarter in length of said street Railway in operation in the said town within one year from first of November 1902, the Council shall have the right to absolutely determine all rights under this by-law by a three months' notice in writing to the Company notifying them of such determination unless such lines of railway shall be so constructed and operated within said three months.

3. The powers conferred by this by-law as to works for commercial power and lighting purposes shall not take effect if the town of St. Boniface

shall establish an electric power and lighting plant under municipal management in the town within one year from the passing of this by-law unless agreed to by the Council of the town.

4. Transfers shall be given on said railway in Winnipeg to passengers from St. Boniface and to St. Boniface in the same manner as transfers are at present given in Winnipeg.

5. The intervals of service of the cars shall not be more than 30 minutes between the hours of 6.15 a.m. and 11 p.m.

6. The rates to be charged in St. Boniface for power and light shall not exceed those charged in Winnipeg for electric power and light.

7. Clauses 5, 6 and 7 of said by-law No. 111 shall extend to include and apply to the plant of the Company for lighting and power purposes in all respects as well as to the railways and property therein mentioned.

Done and passed at the Town of St. Boniface this 31st day of July, A.D. 1902.

(Signed) C. HENRI ROYAL,  
Mayor.

(Signed) THEO. BERTRAND,  
Secy. Treasurer.

Exhibits.

16.

(c) By-law  
No. 203,  
St. Boniface  
31st July,  
1902—con-  
tinued.

20

**16.—(d) By-Law No. 221, St. Boniface.**

A By-Law to amend by-law No. 203.

The Council of the Town of St. Boniface duly assembled enact as follows :—

1. Clause 3 of by-law No. 203 of the Town of Saint Boniface is hereby amended by striking out the words "one year" where they occur in said clause and substituting therefor the words "two years." This by-law shall come into force on the day of the passing thereof.

Done and passed at St. Boniface this twenty-seventh day of July, A.D. 1903.

30

(Seal of the Town of  
St. Boniface, Manitoba)

(Signed) J. TURENNE,  
Maire.

(Signed) THEO. BERTRAND,  
Secretaire-Tresorier.

16.  
(d) By-law  
No. 221, St.  
Boniface.  
27th July  
1903.

Exhibits.

15.—(c) Agreement Norwood Improvement Company and Winnipeg Electric Street Railway Company.

15.  
(c) Agreement  
Norwood  
Improvement  
Company and  
Winnipeg  
Electric  
Street  
Railway  
Company.  
10th May  
1904.

MEMORANDUM OF AGREEMENT made this Tenth day of May, A.D. 1904.

Between

THE NORWOOD IMPROVEMENT COMPANY, LIMITED, hereinafter called "The Improvement Company" - - *Of the First Part*

and

THE WINNIPEG ELECTRIC STREET RAILWAY COMPANY, hereinafter called "the Street Railway Company" - *Of the Second Part.* 10

WITNESSETH :

THAT WHEREAS the Street Railway Company has requested the Improvement Company to give the Street Railway Company leave and license for a term of years to lay an electric street railway track over the bridge of the Improvement Company across the Red River, and the Improvement Company is consenting to do so, subject to the terms and conditions hereinafter mentioned.

THEREFORE in consideration of the premises and of, and subject to the covenants, terms and conditions hereinafter mentioned, and the observance and performance thereof by the Street Railway Company, the Improvement Company gives and grants leave and license for a period of eight years from the date hereof, to the Street Railway Company to lay an electric street railway track upon the easterly side of the said bridge and the approaches thereto and to place an electric trolley wire above the same, all in such a way as not to interfere with the use of the bridge for the ordinary traffic thereon, and to the satisfaction and approval of any Engineer or other person appointed by the Improvement Company for that purpose and during said period to operate and run by electricity upon the said track so laid, street railway passenger cars. 20

The Street Railway Company covenants with the Improvement Company : 30

1. That the said track shall be so laid that carriages and other vehicles may easily travel on, over and across at any and all points thereof, with the least possible obstruction, and the top of the rails of the said track shall be, as nearly as practicable, on a level with the surface of the said bridge and approaches.

2. That the Street Railway Company shall at all times during the continuance of this agreement keep so much of the surface of the said bridge as may be between the rails of the said track and for the space of two feet on the outside of each rail in good repair and cleared of obstructions, and shall not cause or place any snow or ice or any obstruction to or on the said bridge or approaches. 40

3. That the Improvement Company shall have the right whenever the Improvement Company shall deem it necessary, to take up the rails or that part of the bridge covered by the rails for the purpose of altering or repairing the said bridge or for any other purpose within the province or privilege of the Improvement Company; the same being replaced by and at the expense of the Improvement Company, without being liable for any compensation or damage which may be occasioned to the working of the Street Railway Company or to the works connected therewith.

10 4. That the said track and wires shall be so laid and constructed that they will not in any way interfere with the swinging of the said bridge, and the Street Railway Company will, whenever the bridge is required to be opened provide an employee whose duty will be to disconnect the wires and otherwise assist in the swinging of the said bridge.

5. It is hereby understood and agreed that it is upon this distinct understanding that this agreement is entered into by the Improvement Company that the Street Railway Company has examined the said bridge, and that it does and will assume all responsibility and risk and liability of and in connection with the strength and sufficiency of the said Bridge for the purposes for which the leave and license hereby given is granted, and in  
20 respect of or subject to the opening and swinging and closing of the said bridge, and should any strengthening or altering of the said bridge be required now or at any future time, during the continuance of this agreement, to make the same sufficient for such purposes such strengthening and altering shall be done by the Street Railway Company at its own expense and to the satisfaction of the Improvement Company.

6. That the Street Railway Company, its successors and assigns, will assume and does hereby assume all risk and all loss or damage to the Street Railway Company or its business that may or shall arise in any way from the swinging of the said bridge, or the said strength or sufficiency thereof,  
30 and from any injury to or obstruction on the said bridge, or its approaches interfering with or delaying the operation of the said street railway and each of them, for which loss or damage the Improvement Company and its assigns shall be free and released.

AND the Street Railway Company, its successors and assigns will assume, and does hereby assume all risk and all loss or damage of the said track or any cars or other vehicles belonging to the Street Railway Company, and to any officer or employee of the Street Railway Company and to any person or the property of any person at any time upon the said bridge or approaches, that may or shall arise in any way from, out of, or in connection with the construction or operation of the said street railway from all  
40 liability for which loss or damage the Improvement Company and its assigns shall be free and released and from which loss and damage, and from any and all claims (including the costs in connection therewith) made by any person whomsoever for any loss or damage aforesaid, the Street Railway Company and its assigns will

Exhibits.

15.

(c) Agreement  
Norwood  
Improvement  
Company and  
Winnipeg  
Electric  
Street  
Railway  
Company.  
10th May  
1904—con-  
tinued.

Exhibits.

indemnify and save harmless the Improvement Company its successors and assigns.

15.

(c) Agreement  
Norwood  
Improvement Com-  
pany and  
Winnipeg  
Electric  
Street  
Railway  
Company.  
10th May  
1904—con-  
tinued.

7. It is further understood and agreed that in the event of the Street Railway Company desiring the continuation of the leave and license hereby granted that it shall give notice in writing to the Improvement Company of such desire at least three months prior to the expiration of the said period of eight years, and thereupon the leave and license hereby given shall if required by the Street Railway Company, be continued for a further period of two years subject however to all the terms hereof, except that respecting renewal and to such other terms and conditions as the Improvement Company may impose upon or require of the Street Railway Company. 10

8. Provided that in the event of the breach or non-performance of any of the covenants or provisions of this agreement on the part of the Street Railway Company, it shall be lawful for the Improvement Company, its successors and assigns at any time thereafter on three months' notice to the Street Railway to terminate and put an end to this agreement, unless such breach or non-performance shall be remedied before the expiration of said three months.

9. Provided that upon the expiration or sooner determination of this agreement, the Street Railway Company will forthwith remove the said track from off the said bridge and will restore the surface of the said bridge to the same condition as it was before the construction of the said track and in the event of the Street Railway Company refusing or neglecting to so remove the said track and restore the said bridge, the same may be done by the Improvement Company at the cost and expense of the Street Railway Company, which costs and expense the Street Railway Company hereby agree to pay to the Improvement Company. 20

IN WITNESS WHEREOF the parties hereto have caused to be hereunto affixed their Corporate seals attested by the hands of their proper officers.

Signed, Sealed and  
Delivered in the  
presence of  
(Seal of the Norwood  
Improvement  
Company)

THE NORWOOD IMPROVEMENT CO.  
per (Sgd.) W. WHYTE, President.  
(Sgd.) A. D. WATSON, Secy. Treasurer.

THE WINNIPEG ELECTRIC STREET  
RAILWAY COY.

(Sgd.) W. WHYTE, V. PREST.  
(Sgd.) F. MORTON MORSE, Secty. Treas.

(Seal of the Winnipeg  
Electric Street Railway  
Company.)

30

40



15.—(a) Agreement Norwood Improvement Company, City of St. Boniface  
and Winnipeg Electric Railway Company.

Exhibits.

15.

(a) Agree-  
ment  
Norwood  
Improve-  
ment Com-  
pany, City  
of St.  
Boniface  
and Winni-  
peg Electric  
Railway  
Company.  
24th March  
1909.

MEMORANDUM OF AGREEMENT made this 24th day of  
March, A.D. 1909.

Between

THE NORWOOD IMPROVEMENT COMPANY, hereinafter called  
the " Company " - - - - - of the first part,

and

THE CITY OF ST. BONIFACE, hereinafter called the " City " of the second part,

and

10

THE WINNIPEG ELECTRIC RAILWAY COMPANY, hereinafter  
called the " Railway " - - - - - of the third part.

WITNESSETH :

20

THAT WHEREAS the Company, under the provisions of an Act of the  
Province of Manitoba, being Chapter 33 of 54 Victoria and Acts amending  
the same, has constructed and is the owner of a bridge across the Red  
River extending from the City of Winnipeg to the City of Saint Boniface,  
and has been using the same as a Toll Bridge and has certain rights to and  
interests in the approaches to the said bridge and to and in the land more  
particularly described.

AND WHEREAS the City is desirous of purchasing the said bridge and  
the said rights and interests of the Company to and in the said lands; and  
the Company has consented so to do subject however as hereinafter  
mentioned and to the terms and conditions hereof.

30

THEREFORE in consideration of the payment to the Company of  
Seventy-five thousand Dollars (\$75,000) as hereinafter mentioned the  
Company covenants and agrees to sell and the City covenants and agrees  
to purchase the said bridge and the said rights to and interest in the  
approaches thereto and to and in the following land, that is to say: All  
those parts of Lot Thirty-seven (37) and Lot Ninety (90) according to the  
Dominion Government Survey of the Parish of St. Boniface, belonging to  
the Company and used in connection with said Bridge, which said bridge  
and land so described is to be conveyed or transferred subject to and for  
highway and public street purposes, and all subject to the performance of  
the covenants and the terms and conditions hereinafter contained and  
subject to the limitations and conditions relating to the said bridge and  
the operation thereof contained in the said Acts or any other Acts of the  
Legislature of the Province of Manitoba in any way relating thereto and  
subject to the agreement or agreements between the Company and the  
40 Winnipeg Electric Railway Company or their predecessors or assignors  
attached to and forming part of this Agreement and subject to the provisions  
of a certain order of the Board of Railway Commissioners by which the

Exhibits.  
—  
15.  
(a) Agree-  
ment  
Norwood  
Improve-  
ment Com-  
pany, City  
of St.  
Boniface  
and Winni-  
peg Electric  
Railway  
Company.  
24th March  
1909—con-  
tinued.

Company is to pay a portion of the cost of maintaining a watchman at the Railway Crossing at the North end of the Bridge which said sum the City assumes and agrees to pay and the Company covenants and agrees with the City to hand over to the City possession of the said bridge and the approaches to the same immediately on the execution of these presents and the payment of the sum of Thirty-seven Thousand Five Hundred (\$37,500) dollars firstly hereinafter mentioned.

The City covenants and agrees with the Company to pay for the said bridge and the said rights and interest the sum of Seventy-five Thousand Dollars (\$75,000) in the manner following, that is to say, Thirty-seven thousand Five hundred dollars (\$37,500) in cash upon the execution hereof by the parties hereto and the balance, Thirty-seven Thousand Five Hundred Dollars (\$37,500) on or before the 1st day of September, A.D. 1909, with interest on the deferred payment at the rate of six per centum per annum from the date of this agreement until the payment thereof is fully made, with the privilege to the City to pay off the whole amount at any time without notice.

10

THAT the city will make the bridge free for all foot and vehicular traffic and for street car traffic, subject to the agreement before mentioned and to any agreement made between said Winnipeg Electric Railway Company and the City and will take said approaches and land subject to and for highway and public street purposes and subject to the covenants, terms and conditions herein expressed.

20

THAT the City will observe and perform all requirements and conditions which have been, are now or may hereafter be imposed by law or by order of the Board of Railway Commissioners or any undertaking or contract made by the Company respecting the construction, maintenance, operation or use of the said bridge and will indemnify and save harmless the Company from and against all liability or obligation in respect thereof.

THAT until the said bridge is fully paid for the City will insure against all loss, injury and damage to the said bridge in some Insurance Corporation satisfactory to the Company and will assign and transfer the benefit and advantage of all such insurance to the Company.

30

THAT it will maintain and keep in good condition and repair the said bridge and the approaches thereto.

THAT should the city make default in payment of the said purchase money and interest or any part thereof at the times hereinbefore mentioned and for the purpose of this contract and the terms thereof time shall be of the very essence the Company may without notice to the City immediately retake possession of the said bridge and of the said approaches, and use and operate the same in the same manner and with the said rights as it possessed immediately before the execution of this contract and may also retain as and for liquidated damages for its own use the sum of Eighteen thousand Dollars (18,000) part of the consideration paid hereunder to the Company, and the Company covenants with the City that upon payment at the time and in the manner hereinbefore mentioned, time being considered the essence of this contract and the terms thereof the Company will

40

convey and transfer to the City the said bridge and the said interests and rights subject as hereinbefore mentioned and subject also to the terms and conditions hereof by a conveyance or transfer which shall contain such of the covenants, terms and conditions herein as the Company desire.

Exhibits.

15.

(a) Agreement  
Norwood  
Improvement  
Company, City  
of St.  
Boniface  
and Winni-  
peg Electric  
Railway  
Company.  
24th March  
1909—con-  
tinued.

AND that upon such payment the Company will release the City from the payment for the years 1907 and 1908 of the amount about Eight thousand Dollars (\$8,000) due by the City to the Company under the said Acts in respect of the bonus to be paid by the City to the Company in respect of the said bridge.

10 AND in consideration of the execution hereof by the City and Company and of the execution by the City of the Agreement hereinbefore referred to between the City and the Railway, the Railway hereby consents to these presents and accepts the City in substitution for the Company in all contracts and Agreements between the Company and the Railway and in respect of all duties owed by the Company to the Railway whether arising out of the contract, imposed by law or otherwise howsoever arising or imposed and the Railway releases the Company, and the Company releases the Railway, of and from all liability under, arising out of or in respect of all contracts and agreements between the Railway and the Company or  
20 otherwise.

IN WITNESS WHEREOF the parties hereto have hereunto caused the hands of their proper officer to be set and their Corporate Seals to be affixed.

Signed, Sealed and } NORWOOD IMPROVEMENT CO. (LTD.).  
Delivered in the } (Signed) W. WHYTE, President.  
presence of } (Signed) J. MUNSON, Secretary-Treasurer.  
(Signed) P. J. BOYCE.

(Seal The Norwood  
Improvement Company  
Limited.)

30

THE CITY OF ST. BONIFACE.  
(Signed) J. A. F. BLEAU, Mayor.  
(Signed) J. B. COTE, Clerk.

(Seal of the City of  
St. Boniface.)  
(Signed) H. W. H. KNOTT.

WINNIPEG ELECTRIC RAILWAY  
COMPANY.

(Signed) W. WHYTE, Vice-President.

(Signed) WILSON M. GRAHAM.

(Signed) F. MORTON MORSE, Secretary.

40

(Seal of Winnipeg  
Electric Railway Company.)

Exhibits. 15.—(b) Agreement City of St. Boniface and Winnipeg Electric Railway Company.

15.  
(b) Agree-  
ment.  
City of St.  
Boniface  
and Winni-  
peg Electric  
Railway  
Company.  
24th March  
1909.

AGREEMENT made in duplicate the 24th day of March, 1909.

Between

THE CITY OF ST. BONIFACE, hereinafter called "the City" - - - - - of the First Part  
and

WINNIPEG ELECTRIC RAILWAY COMPANY, hereinafter called "the Company" - - - - - of the Second Part.

WITNESSETH :

1. The Company agrees with the City that it will whenever the City shall pave the balance of the bridge, pave and maintain the pavement of that portion of the bridge known as the Norwood Bridge across the Red River, lying between the tracks of the Company on the same, during the term of the operation of the Company's cars and tracks in the City of St. Boniface as provided by by-law 111 and by-laws amending the same, and keep same in as good condition as the balance of the pavement on the bridge shall be kept and maintained by the City. 10

2. The City agrees with the Company to make and keep the said bridge as a public highway for the free passage of the public and the cars and passengers of the Company. 20

IN WITNESS WHEREOF the parties hereto have executed these presents under their respective corporate seals and the signatures of their respective proper officers.

Signed, Sealed and Delivered in the presence of  
(Signed) H. W. H. KNOTT.  
(Seal of the City of St. Boniface.)

{ THE CITY OF ST. BONIFACE.  
(Signed) J. A. F. BLEAU, Mayor.  
(Signed) J. B. COTE, Clerk.

WINNIPEG ELECTRIC RAILWAY COMPANY  
(Signed) W. WHYTE, Vice-President.  
(Signed) F. MORTON MORSE, Secretary. 30

(Seal of Winnipeg Electric Railway Company.)

21. 21.—Agreement City of St. Boniface and Winnipeg Electric Company 26th April 1920

(Not printed.)

14.—(d) Letter A. W. McLimont to E. Gagnon, 30th June 1925.

Exhibits.

Winnipeg Electric Company.

June 30th, 1925.

Ernest Gagnon, Esq.,  
City Clerk,  
City Hall,  
St. Boniface, Manitoba.

14.  
(d) Letter  
A. W. Mc-  
Limont to  
E. Gagnon.  
30th June  
1925.

Dear Sir :

10 The question of the safety of Norwood Bridge has been the subject  
of discussion and conference on several occasions between the City and  
the Company, and as traffic over the Bridge has recently been rapidly  
increasing, the Company deemed it prudent to have an examination made  
by independent bridge engineers to determine whether or not the Bridge  
is safe for operation of street cars under present conditions, with the result  
that the Bridge is found to be at times dangerously loaded beyond the  
strength for which it was originally designed; also that the number of  
years that the Bridge has been in service has reduced the strength of the  
various parts so that the structure to-day is not considered safe for operation  
20 for the service to which it is being put. As the Winnipeg Electric Company  
uses the bridge for the transportation of thousands of its patrons daily  
passing between their homes in St. Boniface, Norwood and St. Vital, and  
their places of business in the City of Winnipeg, the Company will not  
continue to take the responsibility for operating over the bridge under  
present conditions.

This is therefore to advise you that some means must be found  
immediately to relieve the present traffic conditions upon the bridge or  
else the Company must at once discontinue service over it.

I realize that a discontinuance of car service over Norwood Bridge must  
result in causing inconvenience to the residents of the municipalities affected,  
30 but, in our opinion, the safety of our patrons is much more important than  
any question of convenience.

Yours truly,

(Signed) A. W. McLIMONT,

Vice-President.

AWMcL-SK

Exhibits.

14.

(c) Letter E.  
Gagnon to  
Winnipeg  
Electric  
Company.  
21st July  
1925.

**14.—(c) Letter E. Gagnon to Winnipeg Electric Company.**

July 21, 1925.

Winnipeg Electric Company,  
Winnipeg Electric Chambers,  
Winnipeg.  
Attention of Mr. McLimont

Dear Sirs :

Re Norwood Bridge, St. Boniface

In reply to your several communications, and particularly that of July 8th last, I have been instructed by the Council of the City of St. Boniface, 10 that in view of the reports of the engineers as to the Norwood Bridge, obtained and presented by your Company to our Council, and in view of the present condition of the said Bridge, as set out in your engineers' reports, to hereby give your Company formal notice that the City of St. Boniface requires and demands that your Company immediately carry out and fulfil the terms, conditions and obligations imposed upon your Company under the provisions contained in the Agreement dated May 10th, 1904, concerning the said bridge, made between The Norwood Improvement Company Limited and The Winnipeg Electric Street Railway Company; and in 20 subsequent agreement of March 24th, 1909, between the Norwood Improvement Company Limited, the City of St. Boniface and the Winnipeg Electric Railway Company.

The City, therefore, will require your Company to immediately strengthen and repair the said Norwood Bridge, and make the same sufficiently strong for the operation of Street Railway traffic, in accordance with the terms, conditions and provisions set forth and contained in the above mentioned agreements.

I beg to remain,

Yours truly,

(Signed) ERNEST GAGNON,  
City Clerk.

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8. **8.—Agreement City of Winnipeg and Winnipeg Electric Company, 2nd December 1926.**

(Not printed.)

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## 11.—Traffic Count.

1927.

TRAFFIC OVER NORWOOD BRIDGE, July 7th, 6 p.m., to  
July 8th, 6 p.m.

Exhibits,  
11.  
Traffic  
Count.  
8th July  
1927.

					To St. Boniface.	To Winnipeg.
	Automobiles ...	...	...	...	3204	3093
	Heavy Auto Trucks...	...	...	...	302	323
	Light Auto Trucks ...	...	...	...	273	305
	Heavy Trucks (Horse)	...	...	...	1	4
10	Heavy Wagons	...	...	...	25	22
	Light Wagons	...	...	...	60	61
	Dump Wagons	...	...	...	3	3
	Street Cars ...	...	...	...	234	250
	Pedestrians ...	...	...	...	898	909
	Bicycles ...	...	...	...	463	412
	Motorcycles ...	...	...	...	17	22

## 12.—Traffic Count.

1929.

June 9th from 5 a.m. to 12 p.m.

12.  
Traffic  
Count.  
9th June  
1929.

## 20 TRAFFIC OVER NORWOOD BRIDGE.

	Automobiles ...	...	...	...	...	...	7491
	Heavy Auto Trucks	...	...	...	...	...	822
	Light Auto Trucks ...	...	...	...	...	...	589
	Heavy Trucks (Horse)	...	...	...	...	...	27
	Heavy Wagon (Horse)	...	...	...	...	...	61
	Light Wagon (Horse)	...	...	...	...	...	138
	Dump Wagon	...	...	...	...	...	22
	Street Cars ...	...	...	...	...	...	498
	Pedestrians ...	...	...	...	...	...	2386
30	Bicycles	...	...	...	...	...	642
	Motorcycles ...	...	...	...	...	...	67

Names of some of the vehicles who used the bridge on that date :—

Crescent Creamery, City Dairy, Arctic Ice Co., Speirs-Parnell, Canada Bread, Crescent Ice Cream Trucks, T. Eaton, Hudson Bay, Dairy Men from Steinbach, Lorette, St. Anne; Dairy Men from St. Vital and St. Adolph, also Vegetable rigs from same district, cattle from Greater Winnipeg going to the stock yards, Lumber Wagons from Brown & Rutherford, from Wilson & Gregory, Alsip Brick & Tile & Lumber, City Lumber & Fuel

Exhibits.  
 12.  
 Traffic  
 Count.  
 9th June,  
 1929—con-  
 tinued.

Yards, Empire Lumber Co., J. C. Graham Lumber Co., McDonald-Dure Lumber Co., Winnipeg Paint & Glass, The A. MacDonald Wholesale Grocers, Neals Bros., Campbell Bros. & Wilson, Codville & Co., Jobin Marin, Western Grocers, Western Grocers, Marshall-Wells Hardware, J. H. Ashdown, Consolidated Plate Glass Co., Hobbs Manufacturing, Wilson Furniture, Lake of the Woods Milling Co., Ogilvie Mills, Maple Leaf Milling Co., Bright & Emery Fruit, Canadian Banana Co., Canadian Fruit Distributors, Scott Fruit, Rogers Fruit Co., Provincial Produce Co., Hack's Nurseries, Haacke Flowers & Vegetables, Canadian National Express, W. J. McKeand, Grocer, Kelvin Laundry, Modern Laundry, Dominion Express, W. J. McKenzie, Grocer, Pioneer Laundry, Dominion Motors Trucks, Harris Abattoir Western Ltd. 10

14.  
 (b) Letter E.  
 Anderson to  
 City Clerk  
 City Clerk  
 St. Boniface.  
 22nd Aug-  
 ust, 1929.

14.—(b) Letter E. Anderson to City Clerk St. Boniface.

City Clerk,  
 St. Boniface,  
 Manitoba.

Winnipeg Electric Company

Winnipeg, August 22nd, 1929.

Dear Sir :

In 1925 the question was raised as to the safety of the then existing operation of traffic over the Norwood Bridge, which finally resulted in a report being made by Mr. B. W. Parker, Consulting Engineer to the City of St. Boniface, which report contained certain recommendations to be observed both by this Company, and also as to general traffic. 20

The question of the safety of Norwood Bridge has again been raised and I instructed our Operating Department to give it consideration, and as a result thereof I now wish to advise you that, while this Company is complying with the recommendations of Mr. Parker, other traffic over the bridge is not being controlled in accordance with Mr. Parker's recommendations. Our officials have given this matter very careful consideration, with the result that I am writing this letter to suggest to your Council that immediate steps should be taken to eliminate the congestion on this bridge, and to confine traffic to street cars and to pleasure-type vehicles only, to exclude all trucks and slow-moving horse-drawn vehicles, and to see that the traffic on the sidewalks is not allowed to become congested to a point where there is more than one person for every five square feet of floor surface. 30

Among the reasons for our suggestion to exclude all trucks and slow-moving horse-drawn vehicles are :

1. The slow-moving vehicles have a tendency to slow up traffic and cause extreme congestion, which in turn subjects the bridge to heavier loading than is necessary with free-running automobile traffic. 40



2. The trucks going across this structure do more damage and injury to the bridge than any other type of vehicle, owing to the fact that they cause an extremely heavy impact load concentrated in a small area.

Unless a move is made in the direction of complying with these suggestions this Company will have to seriously consider discontinuing street railway traffic over the bridge.

Yours very truly,

(Signed) E. ANDERSON,

EA/C.

President.

Exhibits.

14.

(b) Letter E. Anderson to City Clerk St. Boniface. 22nd August, 1929—*continued.*

10

7.—(a) and 25.—(e) Letter C. H. Dahl to J. A. Barry.

WINNIPEG ELECTRIC COMPANY.

September 10th, 1929.

Alderman J. A. Barry,  
Chairman,  
Transportation Committee,  
City Hall,  
Winnipeg, Manitoba.

7—(a) and 25—(e).  
Letter C. H. Dahl to J. A. Barry.  
10th September 1929.

Dear Sir :

Officials of the Company were asked to be present at a meeting of the City Council of the City of St. Boniface, last evening and while there a report by Mr. B. W. Parker, Consulting Engineer, was read. This report covered Mr. Parker's findings in an inspection which he had just completed of the Norwood Bridge and in effect recommended that all street cars, trucks and horse-drawn vehicles be stopped from using Norwood Bridge. In the face of this we could do nothing else but discontinue car service over the bridge, and in order to not inconvenience the people now using River Avenue bus and such others as were in the habit of boarding street cars on Main Street at Bell, River and Mayfair Avenues, we telephoned you for permission to operate the River Avenue bus as far North on Main Street as the Union Station, where connections could be made with Corydon and other street cars. This was an emergency measure, and at this time we are not in a position to state how long it will continue. In the meantime we trust this action meets with the approval of your committee and the City Council. If it is necessary to secure further permission in this regard, will you kindly consider this letter as an application for such permission.

Yours very truly,

C. H. DAHL,

Assistant General Manager i/c Operation.

Exhibits.

**7.—(b) Minute No. 1213 of City Council, Winnipeg.**

7.  
(b) Minute  
No. 1213 of  
City Council,  
Winnipeg.  
16th Sep-  
tember  
1929.

Extract from Report of Committee on Public Safety, as adopted  
by Council on September 16th, 1929.

**MINUTE No. 1213.**

A communication has been received from the Winnipeg Electric Company advising that all street cars, trucks and horse drawn vehicles have been stopped by the City of St. Boniface from using the Norwood Bridge and consequently the street car service has been discontinued over said bridge, and that in order not to inconvenience the people now using the River Avenue bus and such others as were in the habit of boarding street cars on Main Street at Bell, River and Mayfair Avenues, request permission to operate the River Avenue bus as far north on Main Street as the Union Station where connections could be made with Corydon and other street cars. Your Committee recommends that this permission be granted as a temporary measure and during the pleasure of Council. 10

9.

**9.—Minutes of Council, 16th September 1929.**

(Not printed.)

7.

**7.—(c) Letter, City Clerk to E. Anderson.**

(c) Letter,  
City Clerk to  
E. Anderson.  
17th Sep-  
tember  
1929.

September 17th, 1929.

Mr. E. Anderson, K.C.,  
President and General Manager,  
Winnipeg Electric Company,  
Winnipeg.

20

Re Operation of Motor Busses by the Winnipeg Electric Company  
on a Portion of Main Street South.

Dear Sir :

In connection with a letter from your Mr. C. H. Dahl, addressed to Alderman J. A. Barry, Chairman of the Transportation Committee, dated September 10th, advising that all street cars, trucks and horse drawn vehicles have been stopped by the City of St. Boniface from using Norwood Bridge and consequently street car service has been discontinued over said bridge and that in order not to inconvenience the people now using the River Avenue bus and such others as were in the habit of boarding street cars at Bell, River and Mayfair Avenues and requesting permission to operate the River Avenue bus as far north on Main Street as the Union Station, where connections can be made with the Corydon and other street cars, I beg to advise that Council last evening granted this permission as a temporary measure and during its pleasure. 30

Yours truly,

City Clerk.

40

T.M.

## 14.—(a) Letter C. H. Dahl to E. Gagnon.

Exhibits.

Winnipeg Electric Company

September 23rd, 1929.

Ernest Gagnon, Esq.,  
City Clerk,  
City Hall,  
St. Boniface, Manitoba.

14.  
(a) Letter  
C.H. Dahl to  
E. Gagnon.  
23rd Sep-  
tember  
1929.

Dear Sir :

Your letter of September 20th advising of a resolution adopted by the  
10 Council at its last meeting, held on the 19th instant, with reference to  
permitting Winnipeg Electric Company to construct a loop on the north  
side of Marion Street near the Norwood Bridge approach, has been received.  
We note, however, that you have inserted three or four conditions and we  
take exception to that particular condition which required the Company to  
maintain, repair and pave the roadway between said tracks and for a distance  
of two feet on each side thereof. The other conditions are acceptable.

The purpose of this loop is, of course, to take care of a temporary  
condition arising out of the closing of Norwood Bridge to street car traffic,  
and as soon as the bridge has been repaired or a new bridge built there will  
20 not be any further need for this loop. There should therefore not have to  
be any repairs done on these tracks during the period for which loop is  
installed, and in view of this, as well as the fact that we do not feel that it is  
fair to ask us to assume this obligation, we request the withdrawal of this  
particular condition. We will proceed with the construction of the loop as  
soon as we are advised that this condition is withdrawn.

I might state that it will cost us \$3,000 to construct the loop and that  
the only object for doing this work is to make possible an improved car  
service for St. Boniface.

It would be very desirable to have this matter dealt with at the earliest  
30 opportunity.

Yours truly,

(Signed) C. H. DAHL,  
Assistant General Manager i/c Operation.

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Exhibits.

## 7.—(d) Minute No. 141 of City Council of Winnipeg.

7.

Extract from Minutes of Council Meeting held on January 20th, 1930.

(d) Minute  
No. 141 of  
City Council  
of Winnipeg.  
20th Jan-  
uary 1930.

141—5. Representations have been made to the effect that an extension of the River Avenue bus service on Main Street would obviate the necessity in quite a few instances of obtaining transfers and also the necessity of changing vehicles for a short journey to the business district in the vicinity of Main Street and Portage Avenue. Your Committee recommends that the Winnipeg Electric Company be requested to extend the River Avenue Bus service on Main Street from the corner of Broadway to the corner of Notre Dame Avenue East, as a temporary measure and during the pleasure of Council. 10

## 7.—(e) and 25—(d). Letter City Clerk Winnipeg to E. Anderson.

7 (e) and  
25 (d).  
Letter City  
Clerk Win-  
nipeg to E.  
Anderson.  
21st Jan-  
uary 1930.

City of Winnipeg

Copy for Mr. Palk

January 21st, 1930.

S. 1227

Mr. E. Anderson, K.C., President and General Manager,  
Winnipeg Electric Company,  
Winnipeg.

Dear Sir :

Representations have been made to the effect that an extension of the River Avenue bus service on Main Street would obviate the necessity, in quite a few instances, of obtaining transfers and also the necessity of changing vehicles for a short journey to the business district in the vicinity of Main Street and Portage Avenue, and Council last evening requested the Winnipeg Electric Company to extend the River Avenue bus service on Main Street from the corner of Broadway to the corner of Notre Dame Avenue East, as a temporary measure and during the pleasure of Council. 20

Yours truly,

(Sgd.) M. PETERSON, 30  
City Clerk.

## 25.—(c) Telegram L. Palk to E. Anderson.

Edward Anderson, K.C.,  
Royal York Hotel.  
Toronto.

Winnipeg, October 14, 1930.

Exhibits.

25.  
(c) Telegram  
L. Palk to  
E. Anderson.  
14th Octo-  
ber 1930.

Joint delegation from St. Boniface and Winnipeg Councils met us this afternoon re proposed new Main Street and Norwood bridges with particular reference to Norwood bridge stop Their engineers figure company's share of cost of constructing Norwood bridge should be rails installed nine thousand paving six thousand three hundred forty additional  
10 weight of steel poundage in order to support street cars sixteen thousand share of centre poles to support trolley wires seven hundred fifty total of thirty-two thousand five hundred seventy stop We pointed out that to install double track without pavement on ordinary street as long as bridge would cost us sixteen thousand which we agreed to contribute but they say they are in a position where they cannot get the total amount to make the bridge possible unless the Winnipeg Electric Company agrees to contribute twenty-five thousand stop Chairman Honeyman of Committee says that the Provincial Government have advanced an additional twenty-five thousand in order to make bridge possible Dominion Government has already  
20 advanced an additional fifteen thousand and are being asked to contribute a further ten thousand and the City of Winnipeg has advanced ten thousand over proper proportion to make bridge possible stop They are anxious for immediate final decision so that by-law may be submitted to people.  
Charge W.E. Co. L. PALK.

## 7.—(f) and 25.—(b) Letter L. Palk to Alderman Honeyman.

Winnipeg Electric Company

Copies to Mr. E. Anderson, K.C.  
Mr. W. E. Blodgett  
Mr. C. H. Dahl  
30 Mr. R. D. Guy, K.C.

7 (f) and  
25 (b).  
Letter  
L. Palk to  
Alderman  
Honeyman.  
17th Octo-  
ber 1930.

October 17, 1930.

Alderman E. D. Honeyman,  
Chairman, Norwood Bridge Committee,  
City Hall,  
Winnipeg, Manitoba.

Dear Sir :

Upon his return to the City I informed Mr. Anderson, the President, that a delegation representing the Cities of Winnipeg and St. Boniface had called at this office on October 14th to ascertain what contribution the  
40 Company was prepared to make towards the construction of the proposed

Exhibits.  
 7 (f) and  
 25 (b).  
 Letter  
 L. Palk to  
 Alderman  
 Honeyman.  
 17th Octo-  
 ber, 1930  
 —continued.

new Norwood Bridge over the Red River, and am instructed by him to advise you that the Company is not in a position to incur any financial obligation in connection with public improvements, and that the Company's attitude towards the proposed new Norwood Bridge over the Red River is that by reason of circumstances over which the Company had no control, operation of street cars over Norwood Bridge and Main Street Bridge was abandoned some time ago, and a new route of transportation opened up.

Under these circumstances the Company is not at the moment in a position to say that it is advisable to again change its plan and consider street railway operation over the bridges in question, and, until it has made the necessary study to determine this question, is not in any position to say whether or not it will make any contribution towards Norwood Bridge, but in case it should after study appear necessary or advisable to provide for street railway transportation over this bridge then the Company would feel that the only contribution it could properly be called on to make would be the cost of rails, ties and overhead trolley. 10

In view of the above, might I suggest that it might be advisable for the municipalities concerned, in case they decide on building these new bridges, to provide car tracks when they are being built, and in the event of street car service being operated over the bridges in the future, the Company could then reimburse the municipalities on the above basis as has been done in certain cases in the City of Winnipeg heretofore. 20

Yours very truly,

(Sgd.) L. PALK,

Vice-President i/c Executive Matters.

LP/AB

Copy to City Clerk, St. Boniface.

25.  
 (a) Minutes  
 of Meeting  
 City Hall,  
 Winnipeg.  
 20th Octo-  
 ber 1930.

**25.—(a) Minutes of Meeting City Hall, Winnipeg.**

**Re Norwood and Main Street Bridges.**

Minutes of meeting held on October 20th, 1930, at 3.00 p.m. at the Mayor's Office, City Hall, Winnipeg. 30

There were present on behalf of St. Boniface, Mayor Walsh, Alderman Suffield, Alderman Murchison, Alderman McLean, City Clerk Gagnon; on behalf of Winnipeg, Mayor Webb, Alderman Honeyman, Alderman Flye, City Solicitor Preudhomme, City Clerk Peterson, City Engineer Brereton; on behalf of Winnipeg Electric Company, Edward Anderson, K.C., accompanied by L. Palk, secretary.

After a general discussion in which Chairman Honeyman referred to the Company's letter of October 17th re participation in the cost of Norwood Bridge and stated that the Committee was prepared to accept \$25,000. as the Company's contribution toward the bridge on the understanding that the roadbed, track and pavement would be laid when the bridge was built 40

and that all the Company would have to do would be to put up its trolley wires, Mr. Anderson explained the Company's financial position and the impossibility of the Company finding the money at this time.

Mr. Anderson then said that it might be possible to work out something if the two cities could finance the expense, and the City Solicitor Preudhomme said that he felt that could be done on the local improvement plan by the two cities putting up the money and assessing the Company the cost over a period of years on local improvement basis. Mr. Anderson's reply was that it was very difficult for him to give an immediate answer.

10 If they wanted an immediate answer it was as outlined in the communication of October 17th to Alderman Honeyman, but that he would give the matter further consideration and would give them a final answer on Thursday.

It was, therefore, decided to adjourn until Thursday at 3 p.m. to meet again at the same place.

Exhibits.

25.

(a) Minutes  
of Meeting  
City Hall,  
Winnipeg.  
20th Octo-  
ber 1930

—continued.

7.—(g) Letter E. Anderson to Alderman Honeyman.

Winnipeg Electric Company.

Winnipeg, October 23rd, 1930.

Alderman E. D. Honeyman,  
Chairman, Norwood Joint Bridge Committee,  
20 City Hall,  
Winnipeg, Manitoba.

7.  
(g) Letter E.  
Anderson to  
Alderman  
Honeyman.  
23rd Octo-  
ber 1930.

Dear Sir :

So that there may be no misunderstanding, I deemed it advisable to incorporate in a letter the proposals which were discussed with you today with reference to this Company's contribution to the new Norwood and Main Street bridges, as in my opinion they should all be embraced in one picture, and as I told you verbally I will recommend to my Directors that we approve of an arrangement whereby the Company will pay the interest and sinking fund payments on such amount of money as may be  
30 necessary to build street car tracks on Norwood and Main Street bridges, together with any additional outlays which may have to be made to connect up the existing tracks with these bridges, and any other changes which may result from their construction; the interest to be the actual rate of interest paid on the bonds issued for the purpose and not in any event to exceed 5½% ; the entire sum for which we would be responsible as above not to exceed \$50,000. It is my understanding that the bonds to be issued will be twenty-five year bonds.

40 It is also to be understood that we shall have the same privileges as we now enjoy on the existing bridges of using the new bridges for the transmission of gas and electricity.

Yours very truly,  
(Sgd.) E. ANDERSON,  
President.

Exhibits.

**5.—By-Law No. 14075 of City of Winnipeg.**

5.

By-law No.  
14075 of  
City of  
Winnipeg.  
2nd Feb-  
ruary 1931.

A By-law of the City of Winnipeg to widen a portion of Main Street South.

WHEREAS it is desirable and expedient that Main Street South, at the Norwood Bridge, in the City of Winnipeg, be widened as hereinafter provided;

AND WHEREAS the owner of the lands to be acquired for such widening has agreed to donate and dedicate the same therefor;

NOW, THEREFORE, the Municipal Council of the City of Winnipeg in Council assembled, enacts as follows :

1. Main Street South in the City of Winnipeg is hereby widened by 10 taking therefor and using thereby the following described lands, namely :

In the City of Winnipeg, in the Province of Manitoba, being in accordance with the special survey of said City, and being composed of, FIRST—All those portions of Lots A and Twenty-six which lots are shown on a plan of survey of part of Lot Thirty-seven of the Parish of St. Boniface registered in the Winnipeg Land Titles Office, Winnipeg Division, as No. 29, which lie to the east of a line drawn southerly from a point in the northern limit of said Lot Twenty-six distant westerly on the course of said northern limit eighty-three feet from the eastern limit of said Lot A, such line forming an angle on its eastern side with said northern limit of sixty-four degrees 20 and twelve minutes; SECOND—That portion of Lot Fifty-three, which lot is shown on said Plan No. 29, which lies to the south-east of a straight line drawn from a point in the southern limit of said lot distant westerly thereon thirty-five feet from the western limit of Main Street South to a point in the said western limit of Main Street South distant northerly thereon twenty-eight feet from the southern limit of said lot; excepting thereout that portion which lies within the limits of said Main Street South; THIRD—Those portions of Lots Fifty-three and Eighty, which lots are shown on said Plan No. 29, which lie to the east of a straight line drawn from a point in the western limit of Main Street South distant northerly thereon 30 twenty-eight feet from the southern limit of said Lot Fifty-three to a point in the northern limit of said Lot Eighty distant westerly thereon fourteen feet from said western limit of Main Street South; excepting out of the above described land those portions which lie within the limits of said Main Street South; FOURTH—That portion of said Lot Eighty which lies to the west of the western limit of the land third above described and to the north-east of a curve whose radius is fifteen feet, whose centre lies to the south-west, and to which the said western limit and northern limit of said lot are both tangent; FIFTH—That portion of the most easterly eight feet in width of River Lot Thirty-seven according to the Dominion Government 40 Survey of the Parish of St. Boniface which lies to the south of the straight production easterly of the southern limit of Bell Avenue; SIXTH—That portion of Lot Thirty-eight of the Parish of St. Boniface which lies to the south-east of the south-eastern limit of the land taken for right-of-way of the Red River Valley Railway and to the west of a straight line drawn southerly at



right angles to said south-eastern limit from a point therein, distant easterly thereon, sixty feet from the western limit of the land fifth above described; SEVENTH—That portion of Lot Thirty-eight of the Parish of St. Boniface which lies to the south-west of the following described line: commencing at a point in the eastern limit of Main Street South, distant southerly thereon sixty-three and six-tenths feet from the southern limit of River Avenue, thence south-easterly on a course which forms an angle on its northerly side with said eastern limit of one hundred and thirty degrees and forty minutes, a distance of thirty-one and five-tenths feet, thence south-eastern on a course which forms an angle on its westerly side with the last described course of one hundred and fifty-one degrees and fourteen minutes to the south-eastern limit of said lot; excepting that portion which lies to the south of the south-eastern limit of the right-of-way of the Red River Valley Railway; EIGHTH—That portion of Lot Forty according to the Dominion Government Survey of the Parish of St. Boniface which lies to the west of a straight line drawn northerly from a point in the eastern limit of Main Street South, distant northerly thereon one hundred and fifty-four and eight-tenths feet from the northern limit of River Avenue and forming an angle on its westerly side with the said eastern limit of thirteen degrees, nine minutes and thirty seconds; NINTH—The most easterly fourteen feet in depth of Lots Fifty-seven to Fifty-nine, inclusive, which lots are shown on a plan of survey of part of Lot Forty-one of the Parish of St. Boniface registered in the Winnipeg Land Titles Office as No. 334; TENTH—All that portion of the balance of said Lot Fifty-nine which lies to the south-east of a curve whose radius is fifteen feet, whose centre lies to the north-west, and to which the southern limit of said Lot Fifty-nine and the western limit of the land ninth above described are both tangent; ELEVENTH—That portion of Lot Thirty-seven of the Parish of St. Boniface, excepting thereout the most easterly eight feet in length thereof, which lies to the east of the eastern limit of Lot A as said lot is shown on said Plan No. 29 and to the south of the straight production easterly of the northern limit of said Lot A.

2. Upon the passage of this By-law the proper officers of the City shall do all things and take all proceedings necessary for acquiring the said land and for marking, defining and grading or otherwise constructing a roadway therein.

Done and passed in Council assembled this 2nd day of February, A.D. 1931.

(Sgd.) R. H. WEBB,  
Mayor.

40 (Seal)

(Sgd.) M. PETERSON,  
City Clerk.

Certified as to form:

(Sgd.) J. PREUDHOMME,  
City Solicitor.

Exhibits.

5.

By-law No.  
14075 of  
City of  
Winnipeg.  
2nd Feb-  
ruary 1931  
—con-  
tinued.

Exhibits.

6.

## 6.—Certified Copy of By-Law No. 14087 of City of Winnipeg.

*(Not printed.)*

7.

(h) Letter  
J. Preud-  
homme to  
E. Anderson.  
18th Feb-  
ruary 1931.

## 7.—(h) Letter J. Preudhomme to E. Anderson.

Copy sent to Messrs. Taylor and Cottingham.

February 18th, 1931.

13311

E. Anderson, Esq., K.C.,  
President, Winnipeg Electric Company,  
Electric Railway Chambers,  
Winnipeg.

Dear Sir :

10

As you are aware, the Cities of Winnipeg and St. Boniface have undertaken the construction of a bridge over the Red River to replace the present Norwood Bridge, and as part of the same scheme, the City of Winnipeg is constructing a bridge over the Assiniboine River to replace the existing bridge on Main Street. These, as has been admitted by all those who have taken an interest in the matter, are very long delayed public works.

Your Company has on more than one occasion brought to the attention of the two cities and the citizens thereof the necessity of having a new bridge over the Red River to replace the existing Norwood Bridge, and it has become necessary, owing to the opinion of your engineers as to the unsafe condition of that bridge, to discontinue your street railway service in those sections of the two Cities served by the bridges in question. The councils of the two Cities expect that when the works now undertaken have been completed, your street car service over these bridges, which has been temporarily suspended, will be re-instituted, and that thereby your Company will benefit by the construction of the new bridges. To provide for this it will be necessary to spend considerably more than would be required if the bridges were being constructed without anticipating street car service over them. Some conferences have been held with you and some discussion has taken place as to the terms on which your utility shall use these bridges, and I believe your engineers have obtained full information from the engineers of the two cities as to what the extra costs to the cities in the construction of the bridges would be to provide facilities for street car operations over the bridges, but up to now no definite agreement has been obtained from you to make a contribution to the cost of either one or other of these bridges. 30

At a meeting which was held yesterday of a joint committee representative of the two cities which has been appointed to supervise the construction of the Norwood Bridge, I was instructed to ascertain from you whether your Company is prepared to pay the extra costs involved in making 40

provision for the use of the Norwood Bridge by your street railway system, and I have been instructed by the special sub-committee of the City Council dealing with the construction of the Main Street Bridge over the Assiniboine River to also ascertain from you what your attitude is in that respect in connection with the Main Street Bridge. My instructions are that unless some definite agreement can be reached between the cities and your Company in the matter of a contribution to be made by your Company towards the cost of these bridges, proceedings are to be taken before the Municipal & Public Utility Board to have the question definitely settled.

10 As plans have been definitely advanced and contracts let for the construction of these bridges and it will be necessary to know definitely what contribution your Company will make, I must ask you to let me hear from you at your very earliest convenience. It is the opinion of the representatives of the two cities that this matter cannot be delayed, therefore I am instructed to urge you to give it prompt attention.

Yours truly,

JP/AE.

City Solicitor.

7.—(i) Letter L. Palk to J. Preudhomme.  
WINNIPEG ELECTRIC COMPANY.

February 23rd, 1931.

20 Jules Preudhomme, Esq., K.C.,  
City Solicitor,  
Winnipeg.

7.  
(i) Letter L.  
Palk to J.  
Preud-  
homme.  
23rd Feb-  
ruary 1931.

Dear Sir :

In the absence of Mr. Anderson, president, who is out of the city and not expected to return until the first week in March, I acknowledge receipt of your letter of February 18th with reference to the construction of Norwood and Main Street bridges.

30 As this is a matter which Mr. Anderson personally discussed with the Committees from St. Boniface and Winnipeg in October last, and as there has been no change in the Company's position in the matter since that date so far as I know, and as you are familiar with the position Mr. Anderson took at that time we are of course not in a position to add anything to what Mr. Anderson then said, or to his letter of October 30th, 1930, to Alderman Honeyman. Your letter of February 18th, however, will be submitted to Mr. Anderson upon his return.

Yours truly,

L. PALK,  
Vice-President i/c Executive Matters.

40 LP/GB

Exhibits.	18.—Voters List for 1930.							Owners.	Tenants.
18. Voters List for 1930.	Ward 1	...	...	...	...	...	...	538	110
	Ward 2	...	...	...	...	...	...	370	247
	Ward 3	...	...	...	...	...	...	908	566
	Ward 4	...	...	...	...	...	...	1,279	487
	Ward 5	...	...	...	...	...	...	644	291
								3,739	1,701
	Total voters 5,440.								

Approximately, 3,500 families.

10

Out of which approximately 1,900 reside in district generally known as  
Norwood District.  
20/4/31.

7.  
(j) Letter J.  
Preud-  
homme to  
Winnipeg  
Electric  
Company,  
11th March  
1931.

7.—(j) Letter J. Preudhomme to Winnipeg Electric Company.

13311/3.  
Winnipeg Electric Company,  
Electric Railway Chambers,  
Winnipeg, Man.

March 11, 1931.

Re : New Main Street Bridge Gas Main and Electric Wires,  
Winnipeg Electric Company.

20

Dear Sirs :

I am enclosing a copy of a letter which I have written to the City Clerk and which speaks for itself.

Yours truly,

JP  
Enc.

City Solicitor.

7.—(k) Letter J. Preudhomme to E. Anderson.

Exhibits.

March 17th, 1931.

E. Anderson, Esq., K.C.,  
 President, Winnipeg Electric Company,  
 Electric Railway Chambers,  
 City.

7.  
 (k) Letter  
 J. Preud-  
 homme to E.  
 Anderson.  
 17th March  
 1931.

Dear Sir :

Some time ago the Cities of Winnipeg and St. Boniface gave me and Mr. Taylor, Solicitor for the City of St. Boniface, instructions to take steps  
 10 to have the Municipal and Public Utility Board order a contribution by your Company towards the cost of constructing the new Norwood Bridge, and I wrote you to that effect, asking you to let me know what proposal you had to make. I have not heard from you, but I assume you have received my letter.

I know that your Company has approached the City for the purpose of having an agreement consummated whereby you will have the use of the Main Street Bridge over the Assiniboine River for the stringing of wires required to transmit the power from the Seven Sisters plant through the City, also that for the purposes of your gas utility you will need the use of  
 20 the latter bridge. It is therefore apparent that your three utilities will require the use of these two bridges, and that provision will have to be made for such use in their construction.

To-day the Joint Committee on the construction of the new Norwood Bridge has again met, and expressed disappointment that the Solicitors have not made progress towards having the question of the contribution to be made by your Company towards the cost of construction of that bridge definitely settled. This, therefore, is to inform you that our instructions are definite and final that unless we have something definite from you within the next two days, an application to the Municipal and Public  
 30 Utility Board for an order for a contribution by your Company is to be forthwith launched.

Yours truly,

JP/EA.

City Solicitor.

Exhibits.

## 7.—(1) Letter E. Anderson to J. Preudhomme.

## WINNIPEG ELECTRIC COMPANY.

7.  
 (l) Letter E.  
 Anderson  
 to J. Preud-  
 homme.  
 18th March  
 1931.

Mr. Jules Preudhomme, K.C.,  
 City Solicitor,  
 Winnipeg, Manitoba.

March 18th, 1931.

Dear Sir :

I am in receipt of your letter of the 17th instant drawing my attention to the fact that you had written me some time ago informing me that you had instructions to take steps to have the Municipal and Public Utility Board order a contribution by our Company toward the cost of constructing the new Norwood Bridge. This letter was received during my absence from the City and therefore on that account was not replied to by me. 10

With reference to the statement contained in your letter of the 17th instant that our Company has approached the City for the purpose of having an agreement consummated whereby we will have the use of the Main Street Bridge for the stringing of wires required to transmit the power from the Seven Sisters plant through the City, and also for the purpose of our Gas Utility, I wish to point out that you are in error in making this statement. The Company has not to my knowledge made any such approach to the City as it is not our intention to use Main Street Bridge for the purpose of stringing wires required to transmit power from Seven Sisters, nor do we need it for the purpose of our Gas Utility. With reference to this latter we have already constructed our gas mains and placed them in the bed of the river, and consequently there will be no connection whatever with the bridge. 20

You will remember that last Fall I attended certain meetings of the Joint Bridge Committee, when certain tentative proposals were being discussed, but these negotiations had no result as the City of St. Boniface definitely rejected the suggestions made.

At the moment I am unable to say what use may be made of either of these bridges in connection with street railway operation, but I take the position, as the Company always has in the past, that bridges are in effect part of the street and therefore the Company should not be required to make any contribution to the cost of the bridges merely because street railway operation may be required over that part of the highway. 30

Under the circumstances and in view of what I have said above about the use of Main Street Bridge, I do not see that there is anything more I can add.

Yours very truly,

E. ANDERSON,  
 President. 40

EA/C.

10.—Agreement City of Winnipeg and Winnipeg Electric Company, 23rd March 1931. Exhibits.  
 (Not printed.) 10.

22.—Report on Traffic.

ANALYSIS BY CITY ENGINEER OF ST. BONIFACE.

22.  
 Report on  
 Traffic. 13th  
 May 1931.

1927 Report of 24 hour check-up of traffic on Norwood Bridge and comparison with May, 1931, 12 hour check-up.

In 24 hours, 1927—1,807 Pedestrians over Norwood Bridge.

In 12 hours, 1931—2,776 Pedestrians over Norwood Bridge.

In 1927, 75 Pedestrians over Norwood Bridge in 1 hour.

10 In 1931, 231 Pedestrians over Norwood Bridge in 1 hour.

J. A. MEINDL,  
 City Engineer.

TRAFFIC OVER NORWOOD BRIDGE.

July 7, 6 p.m. to July 8, 6 p.m., 1927.

TO ST. BONIFACE.

	Automobiles	...	...	...	...	...	...	...	3,204
	Heavy Auto Trucks	...	...	...	...	...	...	...	302
	Light Auto Trucks	...	...	...	...	...	...	...	273
	Heavy Trucks (Horse)	...	...	...	...	...	...	...	1
20	Heavy Wagons	...	...	...	...	...	...	...	25
	Light Wagons	...	...	...	...	...	...	...	60
	Dump Wagons	...	...	...	...	...	...	...	3
	Street Cars	...	...	...	...	...	...	...	234
	Pedestrians	...	...	...	...	...	...	...	898
	Bicycles	...	...	...	...	...	...	...	463
	Motorcycles...	...	...	...	...	...	...	...	17

TO WINNIPEG.

	Automobiles	...	...	...	...	...	...	...	3,093
	Heavy Auto Trucks	...	...	...	...	...	...	...	323
30	Light Auto Trucks	...	...	...	...	...	...	...	305
	Heavy Trucks (Horse)	...	...	...	...	...	...	...	4
	Heavy Wagons	...	...	...	...	...	...	...	22
	Light Wagons	...	...	...	...	...	...	...	61
	Dump Wagons	...	...	...	...	...	...	...	3
	Street Cars	...	...	...	...	...	...	...	250
	Pedestrians	...	...	...	...	...	...	...	909
	Bicycles	...	...	...	...	...	...	...	412
	Motorcycles...	...	...	...	...	...	...	...	22

Grand Total—10,884.

Exhibits.

## TRAFFIC SURVEY, NORWOOD BRIDGE.

May 13, 31—from 6 a.m. to 6 p.m.

22. Report on Traffic. 13th May 1931— continued.	Time.	Northbound.		Southbound.	
		Autos.	Pedestrians.	Autos.	Pedestrians.
	6 to 7	5	62	11	12
	7 to 8	58	296	46	33
	8 to 9	63	243	46	38
	9 to 10	45	88	37	54
	10 to 11	41	77	43	61
	11 to 12	44	70	41	76
	12 to 13	73	107	56	152
	13 to 14	65	172	66	109
	14 to 15	67	122	48	81
	15 to 16	73	96	40	79
	16 to 17	84	117	63	150
	17 to 18	118	89	129	392
	Total	736	1,539	626	1,237

10

1.

## 1.—(b) Memorandum as to Population of Winnipeg.

(b) Memo-  
randum as to  
population  
of Winni-  
peg. 18th  
May 1931.

Memo for :—

J. Preudhomme, Esq., K.C.,  
City Solicitor.

20

RE MAIN ST. AND NORWOOD BRIDGES AND HEARING  
MUNICIPAL AND PUBLIC UTILITY BOARD.Population between Red and Assiniboine Rivers, Main St. S. and line  
 $\frac{1}{4}$  mile west of Main St. S. (taken from Field Census of Assesst. Dept.  
made in summer of 1930).

TOTAL POPULATION ... .. 653

Less 20 % to cover children under 5 yrs. of age ... .. 131

30

Population for purposes of By-law 543 ... .. 522

Distance Centre Line Assiniboine River to Centre Line Red River  
(City Limit) ... .. 1,380 ft.

Population required under By-law 543 ... .. 210

NOTE—Population south of Bell Ave. ... .. 82

Population north of Bell Ave. ... .. 571

653



Population between Broadway and Assiniboine River, Main St. and line $\frac{1}{4}$ mile west of Main St. (taken from Field Census of Assesst. Dept. made in summer of 1930).							Exhibits.	
							—	
							1.	
TOTAL POPULATION ... .. 1203							(b) Memorandum as to population of Winnipeg. 18th May 1931—	
less 20% to cover children under 5 yrs. of age ... .. 241							<i>continued.</i>	
Population for purposes of By-law 543 ... .. 962								
Distance Broadway to Centre Line Assiniboine River ... .. 1140 ft.								
Population required under By-law 543 ... .. 173								
10	Total Distance, Broadway to City Limit (approx. $\frac{1}{2}$ mile) ... .. 2520 ft.							
Population for purposes of By-law 543 ... .. 1484								
Population required under By-law 543 ... .. 383								
City Survey Dept., May 18, 1931. File No. 12.								
P.S.—Distance, Broadway to N. Approach to New Main St. Bridge (Engineer's Plan) ... .. 900 ft.								
Distance, N. Approach to New Main St. to Centre Line Red River (City Limit) ... .. 1620 ft.								
20	Total Distance, Broadway to City Limit ... .. 2520 ft.							

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1.—(a) Map, part of City of Winnipeg.

1. (a)

(Separate document.)

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3.—Memorandum to City Solicitor of Winnipeg.

3.

Engineering Dept., City of Winnipeg, Canada.

Memorandum to City Solicitor of Winnipeg.  
19th May 1931.

No. 1201 B.

May 19th, 1931.

For the information of the City Solicitor and his advice thereon.

J. Preudhomme, Esq.,  
City Solicitor,  
City Hall, Winnipeg.

30 Dear Sir—Re Main Street & Norwood Bridges and  
Winnipeg Electric Company.

I submit herewith statements shewing extra cost of Norwood and Main Street bridges and approaches.

1. To provide for immediate assumption of street car operation thereon.
2. To provide for assumption of street car operation at some future date.

Exhibits. 3. Retaining present roadway width but assuming that street cars will never be required.

3.  
Memorandum to City Solicitor of Winnipeg.  
19th May 1931—continued.

These statements are all based on figures already submitted in letters of April 4th, and May 8th, 1931. The extra steel to provide for street car operation is based on 50-ton street cars. If design were based on 25-ton cars, the item, extra steel, would be as follows :

For Norwood Bridge ... ..	\$9,480.00
For Main Street Bridge ... ..	5,760.00

Yours truly,

WA/WS  
Encls.

W. P. BRERETON,  
City Engineer.

10

1. The Winnipeg Electric Street Railway Company's share of cost of Norwood and Main Street Bridges with street railway track completed.

#### A. NORWOOD BRIDGE.

(1) Bridge Proper—

(a) Ordinary Paving ... ..	\$ 5,027	
(b) Extra Paving ... ..	2,513	
(c) Poles ... ..	714	
(d) Track Construction ... ..	8,656	
(e) Extra Steel ... ..	21,700	
	—————	\$38,610

20

(2) South Approach—

(a) Ordinary Paving ... ..	\$ 4,743	
(b) Extra Paving ... ..	3,933	
(c) Track & O.H. Const. ... ..	6,881	
	—————	\$15,557

(3) North Approach—

(a) Ordinary Paving ... ..	\$ 964	
(b) Extra Paving ... ..	808	
(c) Track & O.H. Const. ... ..	1,337	
	—————	\$ 3,109

30

Total Norwood Bridge ... ..	—————	\$57,276.00
-----------------------------	-------	-------------

#### B. MAIN STREET BRIDGE.

(1) Bridge Proper—

(a) Ordinary Paving ... ..	\$ 3,439	
(b) Extra Paving ... ..	1,719	
(c) Poles ... ..	400	
(d) Track Construction ... ..	5,920	
(e) Extra Steel ... ..	12,800	
	—————	\$24,278

40

Exhibits.

3.

Memorandum to City  
Solicitor of  
Winnipeg.  
19th May  
1931—*con-  
tinued.*

	(2) South Approach—					
	(a) Ordinary Paving ... ..			\$ 1,637		
	(b) Extra Paving ... ..			1,365		
	(c) Track & O.H. Const. ... ..			2,258		
				<hr/>	\$ 5,250	
	(3) North Approach—					
	(a) Ordinary Paving ... ..			\$ 2,232		
	(b) Extra Paving ... ..			1,872		
	(c) Track & O.H. Const. ... ..			3,096		
10				<hr/>	\$ 7,200	
	Total Main Street Bridge ... ..				<hr/>	\$36,728·00
	Total Both Bridges ... ..				<hr/> <hr/>	\$94,004·00
	2. Extra cost to provide for future assumption of street car operation.					
	In this calculation it is assumed :—					
	i. That the track construction on the bridges proper must be					
	completed now.					
20	ii. That on the approaches the street railway area will be paved					
	over similarly to the rest of the roadway, that is, "ordinary					
	paving."					
	iii. The poles on the south approach of Norwood Bridge will be					
	provided of a type necessary to support trolley span wires.					
	A. Norwood Bridge—					
	(1) Bridge proper, as before ... ..					\$38,610·00
	(2) South Approach					
	(a) Ordinary Paving ... ..			\$4,743·00		
	(b) Poles ... ..			286·00		
30				<hr/>		5,029·00
	(3) North Approach					
	(a) Ordinary Paving ... ..					964·00
	Total Norwood Bridge ... ..				<hr/>	\$44,603·00
	B. Main Street Bridge—					
	(1) Bridge proper ... ..					\$24,278·00
	(2) South approach, Ord. Paving ... ..					1,637·00
	(3) North approach, Ord. Paving ... ..					2,232·00
40	Total Main Street Bridge... ..				<hr/>	\$28,147·00
	Total Both Bridges ... ..				<hr/> <hr/>	\$72,750·00

Exhibits.  
3.  
Memorandum to City Solicitor of Winnipeg. 19th May 1931—continued.

3. If the bridges and approaches are completed with width of roadway now contemplated but on the supposition that street cars will never operate, we would then have only the "ordinary paving" of the street railway area.

<b>A. Norwood Bridge—</b>							
	Bridge proper	...	...	...	...	\$5,027·00	
	South Approach	...	...	...	...	4,743·00	
	North Approach...	...	...	...	...	964·00	
						<hr/>	\$10,734·00
<b>B. Main Street Bridge—</b>							
	Bridge Proper	...	...	...	...	\$3,439·00	10
	South Approach	...	...	...	...	1,637·00	
	North Approach...	...	...	...	...	2,232·00	
						<hr/>	7,308·00
							<hr/>
							\$18,042·00

13.  
Letter St. Boniface Board of Trade to the Public Utility Commission. 19th May 1931.

13.—Letter St. Boniface Board of Trade to the Public Utility Commission.

THE ST. BONIFACE YOUNG MEN'S BOARD OF TRADE  
ST. BONIFACE, MAN.

May 19th, 1931.

To the Public Utility Commission re Norwood Bridge  
Street Car Traffic :

20

The street car traffic over the Norwood Bridge, according to our survey, shows that there is an average of 4,250 people travelling on the street cars from Carriere Avenue and from the corner of Marion and Tache. At the present time these passengers are severely handicapped through the lack of transportation and, on a survey of the traffic over the bridge since the service was discontinued by the Company, we find that the pedestrian traffic has increased from 898 people in June, 1929, to 2,386 people on February 2nd, 1931.

The figures with reference to the passenger traffic from St. Boniface are as follows :

- 20% transfer at the Union Depot.
- 20% transfer between the Union Depot and Water Street.
- 40% transfer at the corner of Portage and Main.

The number of people using the street cars is 6,500.

The heaviest part of the traffic is naturally over the Norwood Bridge, and these people have been severely handicapped by the discontinuance of the street car service over this bridge.

You will note the increase in pedestrian traffic and the inconvenience they will face should they have to go over the Provencher Bridge and then transfer back to the Union Depot.

We feel satisfied that Tache Avenue could not adequately absorb this traffic without slowing down the street car traffic to such an extent as to make it almost useless.

## 23.—Report on Population of St. Boniface.

Exhibits.

Re Norwood Bridge:

## POPULATION OF MUNICIPALITY OF ST. VITAL.

Information obtained from Mr. E. V. Balley, Assessor of the said Municipality:—

Year 1927	...	...	...	...	...	...	8,446
1928	...	...	...	...	...	...	9,089
1929	...	...	...	...	...	...	9,603
1930	...	...	...	...	...	...	10,026

23.  
Report on  
population  
of St.  
Boniface.  
20th May  
1931.

10

ERNEST GAGNON,

St. Boniface, Man., 20th May, 1931.

City Clerk.

Re Norwood Bridge and Winnipeg Electric Company.

## POPULATION OF CITY OF ST. BONIFACE.

Year 1927.

Ward 1—St. Vital Annex	...	...	...	...	...	...	208
S.B. School District	...	...	...	...	...	313	
Norwood S.D.	...	...	...	...	...	983	
						—	1,296
Ward 2	...	...	...	...	...	...	2,083
Ward 3	...	...	...	...	...	...	5,684
Ward 4	...	...	...	...	...	...	4,006
Ward 5	...	...	...	...	...	...	1,980
							15,257

20

Year 1928.

Ward 1—St. Vital Annex	...	...	...	...	...	...	191
S.B. School District	...	...	...	...	...	328	
Norwood S.D.	...	...	...	...	...	1055	
						—	1,383
Ward 2	...	...	...	...	...	...	2,105
Ward 3	...	...	...	...	...	...	5,681
Ward 4	...	...	...	...	...	...	4,101
Ward 5	...	...	...	...	...	...	2,057
							15,518

30

Exhibits.	Year 1929.							
23. Report on population of St. Boniface. 20th May 1931— <i>continued.</i>	Ward 1—St. Vital Annex	...	...	...	...	...	...	206
	S.B. School District	...	...	...	...	...	360	
	Norwood S.D.	...	...	...	...	...	1219	
							1,579	
	Ward 2 ...	...	...	...	...	...	...	2,259
	Ward 3 ...	...	...	...	...	...	...	5,802
	Ward 4 ...	...	...	...	...	...	...	4,246
	Ward 5 ...	...	...	...	...	...	...	2,194
							16,286	

10

ERNEST GAGNON,

St. Boniface, Man., May 20th, 1931.

City Clerk.

2.

**2.—Letter B. W. Parker to T. F. Taylor.**

Letter B.  
W. Parker  
to T. F.  
Taylor. 20th  
May 1931.

307 Power Bldg., Winnipeg, Man.

May 20th, 1931.

Trafford F. Taylor,  
Solicitor for City of St. Boniface,  
400 Montreal Trust Bldg.,  
218 Portage Ave.,  
Winnipeg, Man.

20

Dear Sir :

Following is a statement of the amount necessary to provide for the extra cost involved in the construction of the Norwood Bridge by reason of its use for Street Railway traction purposes by the Winnipeg Electric Company, computed as follows :

Designed for fifty (50) ton Street Cars.

Bridge Proper—								
	Additional Steel and Lift-span counter weights						\$21,700·00	
	Paving	...	...	...	...	...	7,540·00	30
	Trolley Poles	...	...	...	...	...	714·00	
	Track Construction	...	...	...	...	...	8,656·00	
							...	
	Total	...	...	...	...	...	\$38,610·00	
South Approach—								
	Paving	...	...	...	...	...	8,676·00	
	Track and Overhead Construction	...	...	...	...	...	6,881·00	
							...	
	Total	...	...	...	...	...	15,557·00	

North Approach—

Paving ... ..	1,772·00	
Track and Overhead Construction ... ..	1,337·00	
	<hr/>	3,109·00
Total for Norwood Bridge ... ..		\$57,276·00

Exhibits.

2.  
Letter B.  
W. Parker  
to T. F.  
Taylor.  
20th May  
1931—  
*continued.*

Yours truly,

B. W. PARKER,

Consulting Engineer.

BW/PH.

10

17.—Certificate as to Population of St. Boniface.

ST. BONIFACE, MANITOBA.

THE INDUSTRIAL SECTION OF GREATER WINNIPEG.

May 20th, 1931.

17.  
Certificate  
as to  
population  
of St.  
Boniface.  
20th May  
1931.

This is to certify that the population of the City of St. Boniface, according to the Municipal Census made by our Assessment Department during the months of May and June, 1930, was 16,321, made up as follows :

20

St. Vital Annex ... ..	174
Ward 1—St. Boniface S.D. ... ..	358
Norwood S.D. ... ..	1237
	<hr/>
Ward 2 ... ..	1595
Ward 3 ... ..	2121
Ward 4 ... ..	5801
Ward 5 ... ..	4367
	2263
	<hr/>
	16,321

ERNEST GAGNON,

City Clerk.

(For Plan on back—see separate document.)

Exhibits.

## 28.—Earnings East of Provencher Bridge.

28.  
Earnings  
East of  
Provencher  
Bridge.  
21st May  
1931.

## WINNIPEG ELECTRIC COMPANY.

No. 1.

EARNINGS ON ROUTES WHICH OPERATE ON EAST SIDE OF  
PROVENCHER BRIDGE.

Route.	Revenue.	Miles Operated.	Revenue per mile.	Operating Expenses.	Net.	
St. Boniface :						
Entire Route : January -	\$4,985·39	24,994	19·9c.	\$7,433·22	\$2,447·83	10
February -	4,410·35	22,541	19·6	7,154·51	2,744·16	
March -	4,764·62	24,662	19·3	7,544·10	2,779·48	
Three Months Total -	14,160·36	72,197	19·6	22,131·83	7,971·47	
St. Mary's—St. Anne's :						
Entire Route : January -	27,341·86	97,562	28·1	29,013·44	1,671·58	
February -	24,713·40	86,180	28·7	27,353·53	2,640·13	
March -	26,895·36	95,069	28·3	29,081·61	2,186·25	
Three Months Total -	78,950·62	278,811	28·3	85,448·58	6,497·96	
Archibald Bus :						
January -	518·43	6,909	7·5	1,840·56	1,322·13	20
February -	472·94	6,212	7·6	1,595·24	1,122·30	
March -	518·03	6,859	7·5	1,606·38	1,088·35	
Three Months Total -	1,509·40	19,980	7·5	5,042·18	3,532·78	
St. Mary's Road Bus :						
January -	321·99	6,560	4·9	1,747·58	1,425·59	
February -	294·92	5,918	5·0	1,519·74	1,224·82	
March -	350·52	6,499	5·4	1,522·06	1,171·54	
Three Months Total -	967·43	18,977	5·1	4,789·38	3,821·95	
Stockyards Bus :						
January -	879·65	7,661	11·5	2,040·89	1,161·24	30
February -	851·83	6,706	12·7	1,722·10	870·27	
March -	828·41	7,392	11·2	1,731·21	902·80	
Three Months Total -	2,559·89	21,759	11·8	5,494·20	2,934·31	

St. Mary's—St. Anne's Route : 43·0% of mileage is run on east side of Bridge.

St. Boniface Route : 72·3% of mileage is run on east side of Bridge.

Stat. Dept.

May 21/31.

## WINNIPEG ELECTRIC COMPANY.

No. 2.

EARNINGS AND EXPENSES FOR STREET CAR AND BUS OPERATION ON EAST  
SIDE OF PROVENCHER BRIDGE FOR FIRST THREE MONTHS OF 1931. 40

On the basis of fare checks taken, the daily revenue from the St. Boniface and St. Mary's Car Routes and the Stockyards and Archibald Bus Routes is \$567·00, outside the limits of the city of Winnipeg. For the ninety day period to the end of March this makes a revenue of \$51,030·00.



Of this amount \$4,069·29 came from the two Bus Routes, leaving \$46,960·71 for the two car routes. Apportioning the expenses on the mileage basis shown on statement No. 1, the street car and bus operation for the first three months is as follows:—

Routes.	Revenue.	Miles Operated.	Revenue per mile.	Operating Expenses.	Net.
St. Boniface and St. Mary's Cars	\$46,960·71*	172,087	27·3c.	\$52,744·08	\$5,783·37*
10 Archibald, St. Mary's and Stock Yards Buses	5,036·72	60,716	8·3	15,325·76	10,289·04
Total	\$51,997·43	232,803	22·3c.	\$68,069·84	\$16,072·41

\* The Revenue above is based on a fare check taken the last week in November, 1930, and is too high for the operation under consideration above. The net above should probably be decreased by at least another \$2,000·00.

Stat. Dept.

May 21/31.

Exhibits.  
—  
28.  
Earnings  
East of  
Provencher  
Bridge.  
21st May  
1931—  
*continued.*

29.—(a) Letter Canadian National Railways to Mayor of Winnipeg.

CANADIAN NATIONAL RAILWAYS.

Western Region.

Winnipeg, Man.

May 21st, 1931.

20 Lt.-Col. Ralph H. Webb,  
Mayor,  
Winnipeg, Man.

David Campbell, Esq., K.C.,  
Mayor,  
St. Boniface, Man.

29.  
(a) Letter  
Canadian  
National  
Railways to  
Mayor of  
Winnipeg.  
21st May  
1931.

Dear Sirs,

For some years past, or since the operation of street cars over Norwood Bridge was discontinued, we have been constantly receiving complaints not only from our employees but from patrons of this Railway in respect to street car service to and from the Union Station.

30 As you are possibly aware the great majority of patrons and employees coming to the Union Station must in almost every case transfer at least once, and in a good many cases two or three times. I may say that protests have been made on more than one occasion to the Winnipeg Electric Company, but nothing substantial to remedy the situation has been undertaken.

Exhibits.  
 29.  
 (a) Letter  
 Canadian  
 National  
 Railways to  
 Mayor of  
 Winnipeg.  
 21st May  
 1931—  
*continued.*

We, therefore, strongly protest against any step on behalf of the Winnipeg Electric Company to substitute busses for street cars on the new Norwood and Main Street bridges. It is felt that if the Winnipeg Electric Company is granted such a privilege an intolerable condition heretofore existing will remain without a remedy. Therefore, we would strongly urge that both the City of Winnipeg and the City of St. Boniface make such representation as may be fit and proper before the Municipal and Public Utility Board in the interest of a large body of taxpayers residing in these cities.

Yours truly,

10

A. A. TISDALE,

General Manager.

27. (a) Estimates of Costs and Recapitulation thereof.

27.  
 (a) Esti-  
 mates of  
 Costs and  
 Recapitula-  
 tion thereof.

RECAPITULATION.

	Labor.	Material.	Total.
Ladder Track ... ..	\$5,340	\$14,590	\$19,930
North approach, Main Street Bridge ...	1,995	3,525	5,520
South approach, Main Street Bridge ...	1,360	3,260	4,620
Main Street Bridge ... ..	3,295	6,295	9,590
North approach, Norwood Bridge ...	930	1,875	2,805
South approach, Norwood Bridge ...	3,710	9,290	13,000
Norwood Bridge... ..	4,140	8,100	12,240
	<u>\$20,770</u>	<u>\$46,935</u>	<u>\$67,705</u>

PAVEMENT—	Concrete.	Asphalt.
Ladder Track ... ..	\$830	\$1,440
North approach, Main Street Bridge ...	600	1,035
South approach, Main Street Bridge ...	550	850
Main Street Bridge ... ..	990	1,540
North approach, Norwood Bridge ...	315	445
South approach, Norwood Bridge ...	1,510	2,350
Norwood Bridge... ..	1,140	1,760
Norwood Bridge, Left Span ... ..	850	850
	<u>\$6,785</u>	<u>\$10,270</u>

Saving, Concrete over Asphalt.....\$3,485.00.

## ESTIMATE No. 1.

Exhibits.

Shifting position of ladder track at Main Car House so that centre line will be 7' west of curb line of new bridge.

				Labor.	Material.	Total.	27. (a) Estimates of Costs and Recapitulation thereof —continued.
	Excavation—550 c.y.	3·00	... ..	\$1,650	—	\$1,650	
	Ties	440 1·05	... ..	45	\$415	460	
	Tie plates—bolts, spikes and tie rods		... ..	50	510	560	
	Rail—25T	... ..	... ..	75	1,875	1,950	
	Concrete foundation—480 c.y.		... ..	720	3,840	4,560	
10	Track labor	... ..	... ..	2,000	—	2,000	
	New special work	... ..	... ..	100	7,550	7,650	
	8 set—S.M.F.						
	8 F—1 diamond						
	Welding joints—No.						
	Overhead and Bonding	... ..	... ..	200	400	600	
	Engineering and Supervision	... ..	... ..	500	—	500	
				<hr/>	<hr/>	<hr/>	
				\$5,340	\$14,590	\$19,930	
	Pavement—if asphalt	... ..	... ..	—	\$1,440	\$1,440	
20	Pavement—if concrete	... ..	... ..	\$160	670	830	

NOTE.—The cost of the special work in this estimate is based on our manufacturing all of the pieces which will be required for the new location except the new switches and mates.

## ESTIMATE No. 2.

Connecting tracks North approach to new Main Street Bridge.

				Labor.	Material.	Total.	
	Grading—240 c.y.	3·00	... ..	\$720	—	\$720	
	Drains	... ..	... ..	35	\$220	255	
	Ties	... ..	... ..	10	230	240	
30	Concrete foundation	... ..	... ..	305	1,620	1,925	
	Rail—103#	... ..	... ..	45	995	1,040	
	Spikes—tie plates and rods	... ..	... ..	25	215	240	
	Track labor	... ..	... ..	495	—	495	
	Thermit joints	... ..	... ..	60	155	215	
	Small tools	... ..	... ..	—	30	30	
	Shifting overhead	... ..	... ..	120	60	180	
	Engineering and supervision	... ..	... ..	180	—	180	
				<hr/>	<hr/>	<hr/>	
				\$1,995	\$3,525	\$5,520	
40	Concrete pavement	... ..	... ..	\$105	\$495	\$600	
	Asphalt pavement...	... ..	... ..	—	\$1,035	\$1,035	

## ESTIMATE No. 3.

Exhibits.

						Connecting track South approach to new Main Street Bridge.		
						Labor.	Material.	Total.
27.		Grading	...	...	...	\$240	—	\$240
(a) Esti-		Drains	...	...	...	20	95	115
mates of		Ties ...	...	...	...	10	210	220
Cost and		Concrete foundation	...	...	...	280	1,475	1,755
Recapitula-		Rail ...	...	...	...	40	910	950
tion thereof		Spikes, Plates, rods	...	...	...	20	200	220
—continued.		Track labor	...	...	...	450	—	450
		Joints	...	...	...	50	140	190
		Small tools	...	...	...	—	30	30
		Overhead trolley	...	...	...	100	200	300
		Supervision	...	...	...	150	—	150
						<hr/>	<hr/>	<hr/>
						\$1,360	\$3,260	\$4,620
		Pavement—If concrete	...	...	...	95	455	550
		Pavement—If asphalt	...	...	...	—	850	850

## ESTIMATE No. 4.

						Constructing Tracks on New Main Street Bridge.		
						Labor.	Material.	Total.
		Grading	...	...	...	—	—	—
		Drains	...	...	...	—	—	—
		Ties—Steel—130	...	...	...	\$25	\$845	\$870
		Concrete foundation	...	...	...	1,800	3,055	4,855
		Rail ...	...	...	...	70	1,645	1,715
		Tie Rods	...	...	...	5	95	100
		Track labor	...	...	...	820	—	820
		Joints	...	...	...	95	245	340
		Overhead	...	...	...	180	360	540
		Small tools	...	...	...	—	50	50
		Supervision	...	...	...	300	—	300
						<hr/>	<hr/>	<hr/>
						\$3,295	\$6,295	\$9,590
		Pavement—If concrete	...	...	...	\$170	\$820	\$990
		„ If asphalt	...	...	...	—	1,540	1,540

NOTE.—The above estimate includes an item for concrete foundation amounting to \$820.00 for form work which would be required for pouring the deck in the track area. This item may be eliminated as these forms would be required to pour the deck whether there were tracks laid on the bridge or not.

## ESTIMATE No. 5.

Connecting tracks North approach to new Norwood Bridge.

					Labor.	Material.	Total.	Exhibits.
								27.
								(a) Esti-
								mates of
								Costs and
								Recapitula-
								tion thereof
								—continued.
Grading	...	...	...	...	\$275	—	\$275	
Drains	...	...	...	...	10	55	65	
Ties	...	...	...	...	10	120	130	
Concrete foundation	...	...	...	...	160	845	1,005	
Rail ...	...	...	...	...	20	520	540	
Spikes, plates, rods	...	...	...	...	15	115	130	
10 Track labor	...	...	...	...	260	—	260	
Thermit joints	...	...	...	...	30	80	110	
Overhead	...	...	...	...	60	120	180	
Small tools	...	...	...	...	—	20	20	
Supervision	...	...	...	...	90	—	90	
					<hr/>	<hr/>	<hr/>	
					\$930	\$1,875	\$2,805	
Pavement—If concrete					\$55	\$260	\$315	
,, If asphalt					—	445	445	

## ESTIMATE No. 6.

20 Connecting tracks South approach to Norwood Bridge connecting with existing double tracks on Marion Avenue at the intersection of St. Mary's Road.

					Labor.	Material.	Total.	
Grading	...	...	...	...	\$665	—	\$665	
Drains	...	...	...	...	85	555	640	
Ties	...	...	...	...	30	580	610	
Concrete foundation	...	...	...	...	765	4,085	4,850	
Rail ...	...	...	...	...	105	2,510	2,615	
Spikes, plates, rods	...	...	...	...	55	545	600	
30 Track labor	...	...	...	...	1,245	—	1,245	
Joints	...	...	...	...	145	385	530	
Overhead	...	...	...	...	275	560	835	
Small tools	...	...	...	...	—	70	70	
Supervision	...	...	...	...	340	—	340	
					<hr/>	<hr/>	<hr/>	
					\$3,710	\$9,290	\$13,000	
Pavement—If concrete					\$260	\$1,250	\$1,510	
,, If asphalt					—	2,350	2,350	

Exhibits.

## ESTIMATE No. 7.

## New double tracks on Norwood Bridge.

27. (a) Estimates of Costs and Recapitulation thereof —continued.						Labor.	Material.	Total.	
	Grading	...	...	...	...	—	—	—	
	Drains	...	...	...	...	—	—	—	
	Ties—Steel—180	...	...	...	...	\$35	\$1,170	\$1,205	
	Concrete foundation	...	...	...	...	2,060	3,500	5,560	
	Rail ...	...	...	...	...	100	2,340	2,440	
	Tie Rods	...	...	...	...	10	150	160	
	Track labor	...	...	...	...	1,160	—	1,160	10
	Joints	...	...	...	...	135	360	495	
	Overhead	...	...	...	...	260	515	775	
	Small tools	...	...	...	...	—	65	65	
	Supervision	...	...	...	...	380	—	380	
						<u>\$4,140</u>	<u>\$8,100</u>	<u>\$12,240</u>	
	Pavement—If concrete	...	...	...	...	\$200	\$940	\$1,140	
	„ If asphalt	...	...	...	...	—	1,760	1,760	
	„ Wood-asphalt, Left span	...	...	...	...	—	850	850	

NOTE.—The above estimate includes an item amounting to \$2,060.00 20 to cover the cost of form work which would be required in pouring the deck in the track area. This item may be eliminated as these forms would be required to pour the deck whether there were tracks laid on the bridge or not.

WINNIPEG ELECTRIC COMPANY.

ESTIMATES OF COSTS RELATIVE TO CONSTRUCTION OF MAIN STREET AND NORWOOD BRIDGES.

	#1 Shifting Ladder Track Main Car House		#2 Connecting Tracks North Approach Main St. Bridge		#3 Connecting Tracks South Approach Main St. Bridge		#4 Constructing New Track Main St. Bridge		#5 Connecting Tracks North Approach Norwood Bridge		#6 Connecting Tracks South Approach Norwood Bridge		#7 Constructing New Track Norwood Bridge		TOTALS		
	Labor	Material	Labor	Material	Labor	Material	Labor	Material	Labor	Material	Labor	Material	Labor	Material	Labor	Material	Total
Excavation ... ..	\$1650														\$ 1650		\$ 1650
Tie Plates, Bolts, Spikes and Tie Rods ... ..	50	\$ 510	\$ 25	\$ 215	\$ 20	\$ 200	\$ 5	\$ 95	\$ 15	\$ 115	\$ 55	\$ 545	\$ 10	\$ 150	180	1830	2010
Rail ... ..	75	1875	45	995	40	910	70	1645	20	520	105	2510	100	2340	455	10795	11250
Track Labor... ..	2000		495		450		820		260		1245		1160		6430		6430
Overhead and Bonding ... ..	200	400			100	200	180	360	60	120	275	560	260	515	1075	2155	3230
Concrete Foundation ... ..	720	3840	305	1620	280	1475	1800	3055	160	845	765	4085	2060	3500	6090	18420	24510
Special Work ... ..	100	7550													100	7550	7650
Grading ... ..			720		240				275		665				1900		1900
Drains ... ..			35	220	20	95			10	55	85	555			150	925	1075
Joints ... ..			60	155	50	140	95	245	30	80	145	385	135	360	515	1365	1880
Small Tools ... ..				30		30		50		20		70		65		265	265
Shifting Overhead ... ..			120	60											120	60	180
Ties ... ..	45	415	10	230	10	210	25	845	10	120	30	580	35	1170	165	3570	3735
Supervision and Engineering	500		180		150		300		90		340		380		1940		1940
Totals ... ..	\$5340	\$14590	\$1995	\$3525	\$1360	\$3260	\$3295	\$6295	\$930	\$1875	\$3710	\$9290	\$4140	\$8100	\$20770	\$46935	\$67705
Pavement ... ..	Concrete \$830	Asphalt \$1440	Concrete \$600	Asphalt \$1035	Concrete \$550	Asphalt \$850	Concrete \$990	Asphalt \$1540	Concrete \$315	Asphalt \$445	Concrete \$1510	Asphalt \$2350	Concrete \$1990	Asphalt \$2610	Concrete \$6785	Asphalt \$10270	

## 26.—Comparative Loadings on Main Street Bridge.

W.E.Co. May 22, 1931.

Comparative Loadings, Main Street Bridge  
Maximum values for 27' 6" (stringer) span.

Exhibits.

26.  
Comparative loadings  
on Main Street  
Bridge.  
22nd May  
1931.

	Loading	Bending Moment Foot Pounds	Shearing Force Pounds	Concentration Brought to Floor Beams Pounds
	D.L. 23-Ton W.E. electric car			
10	L.L. 100 people, 150 lb. average Impact 15%	98,660	17,860	21,040
	D.L. 23-Ton W.E. electric car			
	L.L. 100 people, 150 lb. average Impact 30%	111,480	20,200	23,800
	D.L. 25-Ton W.E. electric car			
	L.L. 100 people, 150 lb. average Impact 15%	105,000	19,000	22,400
	D.L. 25-Ton W.E. electric car			
20	L.L. 100 people, 150 lb. average Impact 30%	118,900	21,550	25,300
	D.L.+L.L. 15-Ton Truck Impact 30% C.E.S.A.	120,700	21,210	24,100
	Ketchum's Class A City Traffic D.L.+L.L. 24-Ton concentration Impact 30% [on two axles.	136,200	25,520	25,520
	Ketchum's Class A City Traffic D.L.+L.L. 20-Ton Truck Impact 30%	133,200	22,600	24,600
30	D.L.+L.L. 50-Ton electric car Impact 30% C.E.S.A.	183,500	31,000	35,400
	D.L.+L.L. 50-Ton electric car Impact 30% [+trailer C.E.S.A.	203,600	41,400	47,200
	20-Ton Truck D.L.+L.L. Impact 30% C.E.S.A.	160,500	28,270	32,140
	D.L.+L.L. 25-Ton Truck Impact 30% Eng. Inst. of Canada, 1918	200,500	35,400	40,200
40	D.L.+L.L. 30-Ton Truck Impact 30% (On same basis)	241,000	42,400	48,200
	D.L.+L.L. 16-Ton Truck, T-90-A (General Motors 1930) Impact 30%	116,000	20,000	26,000



Exhibits.

4.

**4.—Plan—Widening Main Street, Winnipeg.**

*(Separate document.)*

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19.

**19.—Certified Copy of By-Law No. 2336 City of St. Boniface.**

*(Not printed.)*

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20.

**20.—Certified Copy of By-Law No. 2341 City of Winnipeg.**

*(Not printed.)*

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24.

**24.—Pending Statutes of St. Boniface.**

*(Not printed.)*

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27 (b).

**27.—(b) Blue Print showing changes in layout over Bridges.**

*(Separate document.)*

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29 (b)

**29.—(b) Bunnell Report.**

*(Separate document.)*

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In the Privy Council.

No. 37 of 1934.

ON APPEAL FROM THE SUPREME COURT  
OF CANADA.

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IN THE MATTER of The Municipal and Public  
Utility Board Act, and

IN THE MATTER of an Order of the said Board  
dated 31st July, 1931, whereby Winnipeg  
Electric Company was directed to contribute to  
certain costs of Main Street and Norwood  
bridges and approaches thereto.

BETWEEN

THE CITY OF WINNIPEG AND THE CITY OF  
ST. BONIFACE (APPLICANTS) *Appellants.*

AND

WINNIPEG ELECTRIC COMPANY  
(RESPONDENT) *Respondent*

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RECORD OF PROCEEDINGS.

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LAWRENCE JONES & CO.,

Lloyd's Building,

Leadenhall Street, E.C.3.

*For the Appellants.*

BLAKE & REDDEN,

17, Victoria Street,

S.W.1.

*For the Respondent.*