

PROGRESS.

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ST. JOHN, N. B., SATURDAY OCTOBER 20 1900.

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Board of Works 8am-1900

The Canadian Pacific Railway's Agreement With the City.

The Full Text of a Document That is Most Important to the Citizens of St. John.

An INDENTURE, made the twenty-eighth day of June, in the year of our Lord one thousand eight hundred and ninety three, between the city of Saint John, in the province of New Brunswick, hereinafter called the "city", of the one part, and the Canadian Pacific Railway company, hereinafter called the "company", of the other part.

WHEREAS by an Indenture, bearing date the twentieth day of December, A. D. 1890, and made between the city of the one part, and the company of the other part, after reciting as is therein recited it was witnessed among other things in effect that the city did covenant with the company that on demand at any time after Her Majesty should transfer to the city the railway known as "The Carleton City of Saint John branch railway", connecting with the railway known as the Saint John and Maine railway at Fairville, and continuing thence to the wharf and property at or near Sand Point, Carleton, on the west side of the harbor of Saint John, a distance of about three and sixty-three one hundredth miles, which said railway was built and heretofore owned by the Carleton City of Saint John branch railway company, which with the rights and powers therein described was duly incorporated by an act of the Legislature of the Province of New Brunswick, passed in the thirty-third year of the reign of Her Majesty, intitled "An Act to Incorporate 'The Carleton City of Saint John Branch Railway Company'" the city would demise and lease unto the company the said branch railway and appurtenances, for the term of 990 years, at an annual rent of one dollar, and the company did covenant with the city to enter into the said lease.

AND WHEREAS by the said Indenture it was agreed that such lease should contain certain covenants and provisions on the part of the city and on the part of the company respectively, as upon reference thereto will more fully and at large appear.

AND WHEREAS by an Indenture bearing date the third day of September, in the year of our Lord one thousand eight hundred and ninety-two, and made between Her Majesty Queen Victoria, represented therein by the honorable John Graham Haggart, Minister of Railways and Canals of Canada, of the one part, and the city of

the other part, Her Majesty, for the consideration therein named, did grant, transfer and set over unto the city, its successors and assigns, the said branch railway, with the appurtenances thereof, which said transfer was confirmed by an act of the parliament of Canada, passed in the session thereof held in the fifty-six year of Her Majesty's reign, Cap 6, intituled "An act to confirm the sale of the Carleton city of Saint John branch railroad."

AND WHEREAS the company have applied to the city for a lease of the said branch railroad in accordance with the terms of the first herein recited agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that the city, for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, by and on the part of the company, its successors and assigns, to be paid observed, performed and fulfilled, hath demised, leased and let, and by these presents doth demise, lease and let unto the company, its successors and assigns, the said railway, with the said rights and powers, and all tracks, ways, roadbeds, ties, sleepers and rails of the said railway, extending from Fairville to the harbor of Saint John, at or near Sand Point, and all sidings, tracks and branches thereof, together with the harbor frontage, town lots, and all other property, lots and parcels of land, and all rights and powers formerly belonging to and vested in "The Carleton City of Saint John Branch Railroad Company" with the appurtenances.

TO HAVE AND TO HOLD the same unto the company and its successors for during and unto the full end and term of nine hundred and ninety years from the first day of July last past, and fully to be complete and ended.

YIELDING AND PAYING therefor yearly and every year during the said term unto the city, its successors and assigns, at or in the office of the Chamberlain of the said city for the time being, the yearly rent or sum of one dollar, lawful money of Canada, by yearly payments on the first day of July in each and every year, the first payment thereof to begin and be made on the first day of July next.

AND the city, for its successors and assigns, promises and agrees with the city, its successors and assigns, that the

company, its successors and assigns, shall and will yearly, and every year during the continuance of the term hereby demised, well and truly pay, or cause to be paid unto the city, its successors and assigns, the said yearly rent of one dollar, on the respective days and times, and at the place aforesaid, in the manner hereinbefore appointed and mentioned for the payment thereof, according to the reservation thereof, and the true intent and meaning of these presents.

And the company for itself, successors and assigns, doth further covenant, promise and agree with the city, its successors and assigns, that the company will, upon the execution of these presents, proceed to put the said branch railway, wharves and wharf buildings in good order and condition, and make, or cause to be made, to the wharf at Sand Point aforesaid, suitable repairs, so as to render suitable and convenient for immediate business, and to provide for the present trade, and also will from time to time make, construct and build upon the said property hereby demised, such extensions, buildings, erections and other improvements as the development of trade may require or make advisable, and will neglect nothing that will tend to create, encourage and promote trade, and shall and will after such repairs, extensions; buildings and other improvements have been made as aforesaid, well and truly keep up and maintain the same in good order and condition.

And the company for itself, its successors and assigns, doth further covenant, promise and agree with the city, its successors and assigns, that the company, its successors and assigns, will keep and maintain in good order and condition the said railway, the track, roadbed, rails, ties and sleepers thereof, and will not use or occupy the said lots of land in the said act mentioned, except for the purpose of said railway or incident thereto. And also shall and will from time to time and at all times during the continuance of this demise, well and truly indemnify and keep harmless and indemnified the city, its successors and assigns, from and against all damages to person and property claims, costs and expenses in any manner caused

by, arising from or connected with the leasing, holding, running or operating of the said railway hereby demised and leased to the company, and the powers and premises transferred to the company, or in any manner relating thereto.

And the company doth hereby for itself, its successors and assigns, further covenant promise and agree with the city, its successors and assigns, that the said company its successors and assigns, shall not will assign, set over or otherwise dispose of, or part with the said premises and property hereby demised, or any part thereof.

And the city for itself, its successors and assigns, doth covenant, promise and agree to and with the company, its successors and assigns, that upon the company, its successors and assigns, paying the said rent, and well and truly performing the covenants and agreements in this Indenture contained, on its or their part to be fulfilled and performed, the company and its successors shall have, hold and peaceably enjoy the said railway, lands and premises, and also the said railway, its sidings and branches. And that the said lands and premises, and all erections, buildings, wharves, dock or other improvements shall be exempt and free from all municipal or other rates, taxes or assessments, except water consumption rate, made, levied or assessed by the city for any purpose whatsoever, for a period of twenty years from the first day of March next.

PROVIDED NEVERTHELESS and it is here by fully agreed and understood by and between the parties hereto that if the company, its successors or assigns shall fail or neglect continuously and in good faith to operate, work or use the said railway, and to run trains thereon according to the true intent and meaning of these presents, for a period of twelve months at a time during the continuance of this demise, then and in such case this lease and demise shall become void, cease and have no effect and the city, its successors and assigns, may forthwith, without any demand or notice enter upon and take possession of the said railway, wharves, lots and parcels of land, and all the property hereby demised, with the buildings and improvements thereon being, and have, possess and enjoy as in and of their former estate, anything herein

to the contrary notwithstanding, and free and discharged from these presents.

And also if the company, its successors or assigns, shall fail or neglect to keep and perform the several covenants, conditions and agreements herein contained on its part and behalf to be kept, performed and fulfilled according to the true intent and meaning of the presents, then and in such case it shall also be lawful for the city, its successors and assigns, to determine this demise, and to re-enter upon and take possession of said railway, lands, and every part and parcel thereof, and to keep, possess and enjoy the same as if their former estate and as they held, used and enjoyed the same prior to the date of these presents.

And each of the said parties doth hereby covenant with the other that it will on demand do and execute such other and further acts and instruments, if any, as may be necessary in order to give effect to and carry out the intention and substance of the said agreement dated the twentieth day of December, A. D. 1890.

IN WITNESS WHEREOF the said city of Saint John has caused the corporate and common seal of the said city to be affixed to these presents, and countersigned by the mayor and common clerk of the said city, and the Canadian Pacific Railway Company has hereunto caused its corporate seal to be affixed by the president and secretary thereof, the day and year first above written.

(Sgd.) THOMAS W. PETERS, Mayor.
(Sgd.) HERBERT E. WARDROPER, Common Clerk.
THE CANADIAN PACIFIC RAILWAY CO.

(Sgd.) T. D. SHAUGHNESSY, President
(Sgd.) C. DRINKWATER, Secretary.

Signed, sealed and delivered in presence of (Sgd.) CLARENCE WARD, Witness to signatures of Thos. W. Peters and Herbert E. Wardroper.

Bright Liberal Prospects in New Brunswick

The political campaign goes on apace and is getting warmer every day. The first event of the week, in conservative circles, at least, was the mass meeting at the opera house at which Messrs. Foster and Stockton spoke. The place was crowded without a doubt, but those who have frequented political meetings feel that this one was not so enthusiastic nor so important in a campaign sense as the demonstration which was held there a week ago by the liberals. Neither Mr. Foster nor Mr. Stockton are noted for their ability to rouse the enthusiasm of an audience. They are eloquent but lack the personal popularity which is so necessary to the success of any campaign speaker.

The same evening the liberals held their ward meetings, and it was really astonishing to see how many people turned out and crowded into the Messrs. Foster and Sutherland's halls, but also the other different places throughout the city where the workers were asked to assemble. In the non-resident rooms at the corner of Church and Prince William streets, the work went merrily on and the number of people who had always before been with the conservative party but this time have changed their views and who took the trouble to make the fact known was certainly encouraging to those who were promoting the work. The central wards of the city turned out en masse and chairmen and secretaries were quickly appointed for each. This was also true as was suggested above in Victoria ward and the north and west ends. The very

best and most experienced workers are in the ranks of the liberals. It is quite true that many of them have been recruited from the forces of their opponents but this is the fortune of politics and while it must be discouraging to the present opposition it is a matter of congratulation to the party in power.

The reports from the province are of the most spirited nature. Col. Domville in Kings, is conducting a most energetic campaign and has been speaking all the week. He and his workers say that 'the political sky was never so clear in this county and that there is no doubt whatever but that the liberal candidate will be returned by a much more substantial majority than he was before. So it is all along the line. The failure of the conservatives in York to bring out a man who had shown his popularity but who was defeated at the last local election, though he had a considerable element of strength in some portions of the county, had a dispiriting effect upon all of those who felt somewhat sure up to a recent date that Mr. Foster's majority of 1500 there was not to be out down very much. Mr. Black knew however that Mr. Gibson's nomination meant his election and in this case at least prudence was the better part of valor.

The Minister of Railways has been in Restigouche County, Moncton and other points in the province. Mr. Emmerson's candidature is meeting with even greater favor than the liberals ever imagined. They feel that his nomination gave them a

candidate who would be sure of victory, but had no idea that the revulsion of feeling in his favor would be so complete. Mr. McAlpine is in Carleton and Mr. Pogueley will talk to the electors in Victoria and Madawaska in favor of Mr. Costigan. The Minister of Railways is booked for Charlotte and some day next week for the City hall in Carleton where it is more than probable he will have an audience that will at least fill the seats of that somewhat spacious building. This is more than the conservatives can say of Thursday night's meeting, which as the report, goes, was none too large.

Perhaps the greatest fiasco of the week, from a conservative standpoint, was the failure of the electors of Queens to nominate a candidate. Bad roads and other reasons were assigned as the cause of the failure of the delegates to attend, but it seems quite evident that the "other reasons" were a good deal worse than the roads. The fact is that the people of Queens are tired of such methods as Mr. Horton B. Hetherington pursues and they are not willing to see them continued. Mr. Harry Woods, who is the only real strong conservative in the county, declined to avail himself of the invitation to become a candidate and the choice seems to be narrowed down to a gentleman from Sunbury, Mr. Wilnot, or to Mr. Frank A. Baird the son of a former representative. Neither of these gentlemen seems to be as acceptable even to the strong party men as Mr. Woods and they know that their nom-

ination is equivalent to defeat.

In St. John county the chances of Col. Tucker were never so bright. Converts are reported from every parish and they all come from the conservative ranks. He will secure almost the entire support of the county independents and in one important centre at least has found that the former chairman of the tory organization is working with his own people.

The requisition that was published in last Saturday's papers asking the Minister of Railways to become candidate, was the greatest bombshell that has fallen into the conservative party. It could not have been pleasant reading for the managers of the machine to find so many of their old time supporters and workers asking the Minister of Railways to become their representative in the Federal parliament. Still the fact remains and it is growing more apparent every day that the example set by those important business concerns, and many private citizens of intelligence and worth, is rapidly spreading to those who up to this time have not had an opportunity to give the question serious consideration. The certainty of Mr. Blair's election is encouraging the efforts of his friends and the adherents of the party all over the province and there does not seem to be any reasonable doubt but that his prediction that he would go back to Ottawa with ten or more followers will be fulfilled to the letter.

The speakers who are doing yeoman service in the campaign are Messrs. Mc-

Keown, Carleton and McAlpine who with Messrs. Milligan and McIntyre of the central office and Mr. A. G. Blair, Jr. and Mr. W. H. Trueman are on the stump almost every night.

THOSE OFFICERS OF MR. KELLY, Or Rather Those Which He is Said to Have Looked After.

A few days ago Mr. Michael Kelly of St. Martins, found fault with the statement that he was, at one time, an applicant for the post-mastership in the thriving town of which he is an energetic citizen, and to emphasize his contradiction that there was no truth in the report, he wrote a letter to the Telegraph, which appeared upon its face quite conclusive strong, to say, not long afterwards, PROGRESS received a letter from a resident of St. Martins, who seemed quite amused at Mr. Kelly's letter, and he recalled the fact that Mr. Kelly was not only an applicant for the post-mastership of that place, but that when the objection was made by the supporters of the government that Mr. Kelly's infirmity of blindness rendered him unfit for office, the answer to it, on the part of the applicant, was that at one time the post master general of England, Mr. Fawcett was a blindman.

Of course in a small place everything one does seems to be known and there was considerable comment after this because Mr. Kelly was an applicant for the superintendent of the chicken fattening station. It is well known that the govern-

(CONTINUED ON PAGE FOUR.)

Sept 16, Justin Bridgman, to Harriet E. ...
Sept 26 Elizabeth Sutherland to John R. G. ...
Sept 28 F. K. Leman to John R. G. ...
Sept 28 Albert A. Duff to Mary J. ...
Sept 28 Joseph M. Mooney to Ann L. ...
Sept 28 James A. McEachern to Ann Macanley ...
Oct 1st, David D'Entremont to Sara ...
Sept 30, Margaret Kelly, to ...
Sept 30, Margaret Kelly, to ...

DIED.

Oct 1, Annie Jost.
Oct 2, Oscar Tower, 5.
Sept 25, James Gorman.
Sept 26, Nellie Gray.
Sept 26, Percy Kay, 7.
Sept 26, O. le Coates, 1.
Sept 30, Ralph Croft, 16.
Oct 2, Sarah Blauvel, 79.
Oct 2, Mrs James Munro.
Oct 3, Blanche LeBeau, 9.
Oct 3, William Quetley, 1.
Oct 21, James MacIntyre, 20.
October 1, James B Sweet, 50.
Sept 18, Neil McGrath, 64.
Sept 23, John Harburt, 94.
Sept 24, Isabella Morris, 72.
Sept 29, John Hugh Coates, 75.
Sept 29, John Harburt, 94.
Sept 29, Wm Brown, 74.
Sept 27, C. J. Shaw, 51.
Oct 3, Mrs Annie Curtis, 35.
Oct 3, Thos Johnson, 77.
Sept 3, Mr D M MacLeod.
Sept 23, Mrs George Allen, 88.
Sept 24, Mrs David Hallfield, 88.
Sept 25, Hugh Coates, 75.
Sept 29, Mrs James Dunne.
Sept 30, Mr Richard Boyd, 67.
Sept 29, Mrs Jeruba Turner, 67.
Sept 23, Mrs Wm Canlin, 66.
Sept 23, Mrs Geo Robertson, 45.
Sept 18, Mrs Jane Foster, 84.
Sept 23, Mrs Elizabeth Coates, 60.
Sept 18, Clara Coates Pike, 8 mos.
Colchester, Sept 27, John Bladen, 44.
Sept 3, Robert Henderson, 62.
Sept 23, Mrs Mary Macdonald, 61.
George infant son of Mr Irvine Lovk.
Sept 12, Woodrow infant of Mr and Mrs ...
Oct 1, Lyons, infant of Mr and Mrs ...
Sept 27, James, infant of Wm and ...
Sept 7, 8 mos.

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My treatment will cure promptly and permanently all diseases peculiar to women such as displacements, inflammations, venereal diseases & irritation of womb, painful suppressed and irregular menstruation and leucorrhoea. Full particulars, testimonials from grateful women and endorsements of prominent physicians sent on application.
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Colonial Railway

From 18th, 1900, trains will run daily (Sd) as follows:—

WILL LEAVE ST. JOHN

Ampton.....6:30
Bellefleur, Fungwash, Pictou.....7:15
Bellefleur, New Glasgow and Moncton.....11:15
for Moncton and Point du
.....12:00
.....12:45
.....17:45
.....19:30
.....22:45
will be attached to the train leaving 5:30 o'clock for Quebec and Moncton
will be attached to the train at 2:45 o'clock for Halifax, 4 o'clock for Moncton and sleeping cars on the local express.

WILL ARRIVE AT ST. JOHN:

Ampton.....6:00
Bellefleur, Fungwash, Pictou.....7:15
Bellefleur, New Glasgow and Moncton.....11:15
.....12:00
.....12:45
.....17:45
.....19:30
.....22:45
will be attached to the train leaving 5:30 o'clock for Quebec and Moncton
will be attached to the train at 2:45 o'clock for Halifax, 4 o'clock for Moncton and sleeping cars on the local express.

D. J. FOTLINGER, Gen. Manager, June 18, 1900. OFFICE, King Street St. John, N. B.