

to this line, I may say, from the Dominion Government, a subsidy of \$3,200 per mile: that, as well as the other assets, will be handed over in case of an agreement between the two Companies. I move that there be added to the end of the third clause the following words:—

“Provided always, that before availing themselves of the powers hereby granted in respect of that part of the line between St. Catharines and the Niagara River, the Company shall pay to the St. Catharines and Niagara Central Railway Company their actual expenditure and interest thereon, upon and in respect of the railway undertaking between the St. Catharines and Niagara River, and shall also assume all the liabilities under all the *bona fide* contracts of the St. Catharines and Niagara Central Railway Company now existing, and in case of dispute as to the amount of such expenditure and liabilities to be assumed by the Company, the question as to such amount shall be submitted to the arbitration of two persons, one to be chosen by the Company and the other by the St. Catharines and Niagara Central Railway Company, and a third to be appointed by the persons so named; and such reference, including the appointment of arbitrators, and the third arbitrator or umpire shall be subject to the provisions of the ‘Common Law Procedure Act of the Province of Ontario’ and the ‘Judicature Act of Ontario,’ and upon such payment and assumption of liabilities, or in the event of dispute as aforesaid, upon giving security to be approved by a Judge of any of the Divisions of the High Court of Justice for the Province of Ontario, or if the St. Catharines and Niagara Central Railway Company shall refuse to accept such payment or security the Company shall be entitled to take possession of and use any work done by the St. Catharines and Niagara Central Railway Company or said portion of the Railway, and the said Company are hereby authorized to and shall at the time of making such payment thereupon hand over to the Company in so far as they can lawfully do so all the plans, moneys, rights, claims and bonuses acquired or held by them in connection with said portion of said railway: Provided that the Company shall, within sixty days from the passing of the Act, declare its intention to take over the said work and the St. Catharines and Niagara Central Railway Company shall not during the said sixty days enter into any new contract.”

Now the proposition which I have read is one that I consider equitable and fair. The reason it is proposed is this, that this private company feels that against the vast influence of the Canadian Pacific

Railway it would be utterly powerless, but I call your attention again to the letter upon the faith of which they have gone on, and expended their money and incurred other liabilities, and I think that this House, a judicial and not a political body, will look at the right of the matter and do what it should to protect the weak against the strong. I trust there will be little difficulty in carrying this amendment to the Bill.

HON. MR. SCOTT—The hon. member from Toronto has assumed a number of circumstances of which there is no evidence before the House, and, certainly, there was none before the committee. In the first place the charter that we have under consideration is a charter for a through railway line which practically extends from Windsor, opposite Detroit, through London, Woodstock, Brantford and Hamilton to the bridge over the Niagara River. Not a word is said about St. Catharines. One of the gentlemen who appeared before that committee was extremely sensitive lest the company should avoid going to St. Catharines. He said he was extremely anxious that the Canadian Pacific Railway should run through St. Catharines. I believe it is to be a part or the line, but there is no reference whatever to St. Catharines in this Bill, and there certainly was no evidence of it given before the Committee, nor would it matter, for it does necessarily follow that the line which this Company will occupy encroaches on any other line between St. Catharines and the Niagara River. I say the question of vested rights is not a difficulty which arises in this particular case. The St. Catharines & Niagara Central Railway Company was incorporated under a charter of the Provincial Legislature, granted as far back as the 4th of March, 1881. It was chartered to construct a line from St. Catharines to some point at or near the village of Bismark, thence to a point near the village of Smithville, both in the County of Lincoln, to Caledonia or a point at or near the Canfield station of the Grand Trunk Railway, where it was to intersect the Hamilton & North-western Railway near Hamilton, and was to have a branch of the said line to the