

state, if possible, or put them in a state not materially altering their usefulness. (Note this with reference to keeping them open during the construction of the roadbed.)

(g) It may construct, operate and keep in repair its road, together with the accessories commonly belonging to a railway, and may carry traffic and collect tolls, and may, in general, do everything necessary to a successful operation of its enterprise and the accommodation of the public, but in the exercise of these or other powers the company shall do as little damage as possible, and make full compensation for damage done or loss inflicted, in a manner prescribed in the Railway or a special Act.

The essence of these general powers is compensation. It is the limitation of what would otherwise be absolute, arbitrary powers.

## II. (A) POWERS WITH LIMITATIONS.

(a) No person who holds a contract for work with a railway company can be a director on its board, nor can a director or officer of a company even go surety for a contractor.

(b) The first charges on the income of a railway company are the penalties, if any, arising from this Act. The next are the working expenses of the road, and the third are the bonds—the latter, however, all having equal claims in proportion to remaining assets.

(c) The consent of the Governors-in-Council is necessary before Crown or Indian lands can be entered on, and in the case of Crown lands the right of way only, i.e., an easement, is all that can be obtained, and not ownership or full possession.

(d) The consent and approval of the Railway Committee must be obtained before possession or use of the land or property of another railway company can be effected.

(e) The ordinary amount of land obtainable without the consent of the owner is 99 feet, while exceptions are authorized by the Minister in case of deep cuts or fills and depot grounds, which is in general limited to a tract of land 1,950 feet long by 300 feet wide, but any extent of land may be purchased with the consent of the owner. Extra land is to be shown on the maps or plans filed with the Government.

(f) After filing plans (to be afterwards explained) the company may take possession as shown on those plans, and settle afterwards, amicably or by arbitration. This is a very necessary power, for otherwise contractors would be kept off the land for indefinite periods, the progress of the work impeded and a good chance given the contractors for suits for damages caused by delay, or for excuses for slow progress.

(g) The company may enter on lands not more than 600 feet from the located line, for purposes of construction or repairs, without consent of the owner, provided a sum of money, fixed by a judge of the Superior Court, is deposited with that court, pending the award for damages.

(h) Power of surveying and arbitrating in the usual way is also given whenever the company desire extra land for stone, gravel, water or earth, or on which to construct sidings or branches, or on which to convey water to the company's works.

(i) The company may occupy land between 1st November and 1st April, with snow fences, subject always to damages as a court may decide.

(j) No lateral deviation of more than one mile shall be made from the original location, except under provisions of a special Act.

(k) Error in name or omission of the same from plans and books of reference does not prevent the company from entering on land so affected.

## III. DUTIES OF A RAILWAY COMPANY TO THE GOVERNMENT.

(a) On completion of location surveys; plans and books of reference showing all properties asked for, must be forwarded in triplicate to the Minister, who after ten days' notice to all interested parties, hears all counter claims and representations, and the plans, as finally decided on, are signed by the Minister, after which one copy is retained at the department, another is deposited by the company in the office of each municipality affected, while a third one is given into the hands of the company itself. After these proceedings following the action as described in Art. f, powers with limitations.

(b) All extra widths desired must be shown on the plans filed.

(c) Any change from the original plans or profiles must have separate plans, etc., submitted and deposited in the usual way before the alteration can be made.

(d) Ten days after plans have been filed in the offices of the municipalities (registry offices) and notice published in a newspaper, a notice may be served on interested parties owning land, giving

(a) Description of land required.

(b) Amount offered by the company for land or damages.

(c) Name of company's arbitrator if offer is not accepted.

Such notice to be accompanied by a sworn statement of a surveyor or engineer (not an arbitrator).

(a) That the land is needed as described for the purposes of the railway.

(b) That he knows the land, or damages likely to result, from the railway being built and operated.

(c) That the sum offered is, in his opinion, fair compensation.

(e) Should the offer not be accepted, arbitration is resorted to. This is usually outside the province of the engineer, except in giving evidence and preparing plans, but it may be useful to remember that, in considering the value of land taken or amount of damages done, the increase of values of land adjacent (i. e., of same plot) not taken by the company, which is created by the construction of the railway, is to be taken into account and offset against damage inflicted.

(f) Before a company can unite with or cross over any railway with its roadbed or track, it must submit plans and full details of proposed mode of crossing to the Railway Committee, and give ten days' notice of application to the other company affected. The committee may make such changes or regulations as appear necessary for public safety, and apportion the cost of constructing the necessary works to the different companies, and may also, in case of level crossings, on application of either company, direct such inter-locking signal system or device to be used as, in their opinion, renders it safe for engines to pass over such crossing without coming to a full stop. This clause also applies to electric and other street railways.

(g) When the railway is finished, plans and profiles in triplicate of the completed work, showing land taken, names of owners, etc., must be filed as in the original survey or alterations within six months after completion of railway, under penalty of \$200 fine per month.

(h) The scales of plans and profiles are to be as prescribed by the Minister; they are usually: Plans, 400 feet to one inch; profiles, 400 feet to one inch horizontal; pro-