

be filed, and on the filing of the plan, as far as the crossing was concerned, the Railway Committee always gave the order, but not so in regard to where the line struck the highway and followed along the highway so as to interfere with it. There it required other proceedings to be taken, and if the highway had been in any way injured, it had to be deflected, and therefore it is much safer to leave the language as it is in the draft prepared in the House of Commons. I do not think it injures the railway at all.

Hon. Mr. McMULLEN—I may just say, in regard to the remark of the hon. Secretary of State, in my connection with a railway company we dropped into a difficulty exactly of the character that he has been describing. Our line diagonally crossed the road. The result was we were called upon to provide land at each side of the crossing to facilitate a proper crossing. The municipality did not want to do it, and they called upon the railway to provide an extended crossing, and the result was that, under the Expropriation Act, we had not the power, we could not take the land because it was not for railway purposes. The result was that in order to get a settlement we had to deviate the line and strike a portion of property owned by a man we could deal with, because the man who owned the portion where we were going straight across would not sell. We could not force him to sell, because it was not for railway purposes. Under this clause as it stands, the company can force a sale. They can insist that the land is wanted for the purpose of carrying out the object in view, and the owner will have to sell, and I think it is a good provision for that purpose.

Hon. Mr. FERGUSON—I agree with the hon. gentleman from Wellington, and I understand him to say that these words, 'any additional,' should be restored.

Hon. Mr. McMULLEN—No, I suggest that the clause remain as it is.

Hon. Mr. FERGUSON—Suppose a railway in its natural line would run diagonally across a highway in such a way that the board could not permit it to run, they would give orders that the line must cross more directly, and the company would have to acquire land on both sides in order to adjust

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their line running in that way, and I think that is what is meant. A railway might run obliquely across a highway and the board might not be inclined to permit that. They would make an order that the company should run in such a way across that highway that the public would not suffer. I think it would enable the company to expropriate the land necessary to make the straight crossing in place of the oblique crossing, and in that case I think the words 'any additional' are better in the Act. It is not pretended that this clause is to authorize the payment for crossing a road if it is crossed in accordance with the orders of the board. If they cross in accordance with the orders given by the board, and the public interests have been guarded, it is not intended that compensation should be paid to the municipality, or to anybody. But it certainly would be in the power of the board to insist that a crossing should be made in a way that would not impede or injure the public interest, and for that purpose it might be necessary to take additional power. My view is that the words are put in for that purpose.

Hon. Mr. SCOTT—If the clause was limited to making provision for the crossing, then I could quite understand my hon. friend's contention, but there is more in the clause than that, because it says:

When the application is for the construction of the railway upon, along or across an existing highway.

So that it covers more than a crossing, and I feel that it might be an indication that some part of the highway outside of the right angle crossing should be taken by the railway free, and that it was something beyond and additional to that they would have to pay for, and, therefore, I thought it very much safer that we should leave the clause as it stood as the Bill came up from the House of Commons.

Hon. Mr. FERGUSON—Does not the hon. gentleman think that if the clause is left as it is it will compel the payment of compensation for a road?

Hon. Mr. SCOTT—Oh, no.

Hon. Mr. FERGUSON—I think it will be held that that is the meaning of it.

Hon. Mr. SCOTT—Oh, no.