

Contractor, of the other part, dated the third day of March, A.D. 1898, and forming Schedule A to this Act, and hereinafter called the contract, is hereby approved and confirmed, and all and singular the several clauses, provisions, and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them, respectively; and all and singular the several acts, matters, and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and in so far as not by this Act expressly provided for the parties, and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, deeds, matters or things in and by the said contract provided to be done, or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said contract.

3. For the purpose of selecting and surveying and marking out the route for the new branch or line into the West End of St. John's, provided for by clause 26 of the contract, it shall be lawful for the Government or Contractor, their engineers, surveyors, workmen and others to enter upon public or private property and to convey over the same all such vehicles, animals, materials, and implements and generally to do all and singular such acts and things as may be necessary for the purpose of such survey and marking out, and upon the same being so marked out and defined, to enter upon and take possession of the same, and to remove or cause to be removed therefrom all buildings or other property; and the land for the said track shall thereupon vest in and become the property of Her Majesty, Her heirs and successors, for the purposes of the said railway and of this Act.

4. For the purpose of ascertaining the damage that may be occasioned to any person whose interests in any lands or tenements may be affected under the provisions of this Act, unless the same be agreed upon between the said party and the Governor-in-Council, which agreement the Governor-in-Council is hereby authorized to make, the Governor-in-Council shall appoint two persons and the party interested shall appoint a third, which three persons or any two of them shall determine the amount of compensation, if any, to be paid to such party according to his interest therein. And in case such party shall refuse or neglect to appoint an arbitrator within seven days after notice in writing so to do from the other two arbitrators, such two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a Justice of the Peace to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised by them, the agents of such parties respectively, and also all necessary witnesses, and require the production of all deeds and papers requisite to establish the title or interest of any party claiming compensation in manner hereinbefore mentioned, and may examine upon oath, to be administered by any one of such arbitrators, all such parties or their agents and all such witnesses touching the matter to be enquired into. If the arbitrators shall be of opinion that the proprietors of land taken for the purposes aforesaid may be indemnified at a less expense by having an equal portion of land assigned to them from any land adjoining, and that such adjoining land may be taken without material injury to the proprietor thereof, the said arbitrators shall mark off and in like manner appraise so much of the said adjoining land as they may think sufficient to replace the land required as aforesaid, and the same so marked off shall belong to the first mentioned proprietors, and be in lieu of all indemnity; and the appraised value of the same shall be paid to the party from whom such land was so taken, and shall be a full satisfaction and release of the same, and of all right and title thereto: provided, that if the land so to be given shall not be deemed an equivalent for the land so to be appropriated for the said purposes of the said railway and buildings as aforesaid, the said proprietor shall be paid such sum as may be, with the land so to be given, a full satisfaction for the land so dedicated.

5. The Governor-in-Council shall have power to take possession of the waterside property at the West End of St. John's called and known as the Municipal Basin, and to hold, apply and transfer the same to the Contractor who shall hold the same for the purposes and subject to the conditions set forth in the contract.

6. For the purpose of operating the said railway according to the provisions of the contract, the Contractor shall have, possess, and exercise all such powers, franchises, and privileges as may from time to time be necessary, whether expressly provided for in the said contract or this Act or not; as fully and amply as if the said provisions were enacted or set forth in an Act of Incorporation or Charter expressly conferring the said powers and privileges upon the Contractor.