

The Railway By-Law.

A BY-LAW to Aid a Railway Company to be Incorporated for the Purpose of Constructing, Maintaining and Operating a Line of Railway Through Certain Streets of the City of Victoria and on the Mainland of British Columbia, and for the Further Purpose of Constructing, Maintaining and Operating a Car-Ferry Service Between Sidney and a Point on the Mainland of British Columbia at or near the Mouth of the Fraser River.

WHEREAS under and by virtue of the Municipal Clauses Act the Council of every municipality may from time to time make by-laws for the granting of bonuses of money to any railway company in aid of such railway, and the right to construct a railway along any street or highway within the municipality on such terms and conditions as the Council shall see fit:

AND WHEREAS by certain Articles of Agreement, bearing date of the day of , 1900, certain powers and privileges were granted by the Corporation of the City of Victoria to ALEXANDER SCOTT INNES, of the firm of Bodwell & Duff, of the City of Victoria, Barrister-at-law and Solicitor hereinafter called "the Trustee," and which said agreement is in the words and figures following:—

AGREEMENT made and entered into the day of BETWEEN THE CORPORATION OF THE CITY OF VICTORIA, in the Province of British Columbia, hereinafter called "the Corporation," of the One Part, and ALEXANDER SCOTT INNES, of the City of Victoria, Barrister-at-law and Solicitor, hereinafter called "the Trustee," of the Other Part:

WHEREAS the Trustee has submitted to the Corporation a proposition for the establishment of a railway and car-ferry service connecting the City of Victoria with the Mainland of British Columbia:

AND WHEREAS in order to encourage and assist the said undertaking the Corporation has agreed to grant the bonuses and privileges hereinafter referred to:

NOW THIS AGREEMENT WITNESSETH that the parties hereto mutually agree with each other as follows:—

1. The Trustee shall take all necessary steps to procure the incorporation at the next session of the Legislative Assembly of the Province of British Columbia of a company (hereinafter called "the Company") which shall, among other things, possess the following powers—that is to say, power:

- To construct, operate and maintain a line of railway over the streets of Victoria hereinafter named, so as to connect the Victoria and Sidney Railway, as it at present exists, with the Esquimalt and Nanaimo Railway, and to make traffic and other agreements and contracts for the transfer of freight and passengers with the companies operating each of the said railways; and also to extend the said lines of railway to such other points and over such other streets or ways within the corporate limits of the City of Victoria as may at any time and from time to time hereafter be agreed upon between the Corporation and the Company;
- To construct, operate and maintain a car-ferry service between the present and any future terminus of the Victoria and Sidney Railway Company and a convenient point at or near the mouth of the Fraser River;
- To construct, operate and maintain a line of railway from a point at or near the mouth of the Fraser River on the South side thereof and extending in an easterly direction and as far as practicable through the centre of the Districts of Delta and Surrey to a point where a connection can be conveniently made with The New Westminster Southern Railway, and also to extend the said railway to such other point or points East of said connection as may be determined upon by the Company; and to amalgamate with the Great Northern Railway Company, and to enter into traffic and other arrangements for the transfer of passengers and freight with the said Great Northern and other railway corporations;

2. The Company, when incorporated, shall proceed with all due despatch to construct, and not less than six (6) months from the date of the passage of the Act of Incorporation, shall commence the construction of that portion of the said railway in the City of Victoria which is necessary to connect the Victoria and Sidney Railway system with that of the Esquimalt and Nanaimo Railway, and also that other portion of the said railway which, when completed, shall extend from a point at or near the mouth of the Fraser River to a point where it shall form connection with the said New Westminster Southern Railway, and shall diligently proceed with and complete both of said portions of the said railway within two (2) years from the date of the passage of the said Act of Incorporation, and shall also within the said period of two (2) years build, equip and put in operation an efficient railway ferry capable of transferring with reasonable despatch at least four hundred (400) passengers on each trip, together with not less than eight (8) loaded freight cars, and such other freight as may from time to time be delivered for transportation to the Company, at a speed of not less than fourteen (14) miles per hour; and the Company shall, after completion, operate the said ferry as a continuous service between the present or any future terminus of the Victoria and Sidney Railway at the harbor of Sidney or to the point or points which shall be selected at or near the mouth of the Fraser River as the Western terminus or termini of that portion of the said railway to be constructed through the Districts of Delta and Surrey aforesaid: The Company shall at all times maintain their works in an efficient condition:

3. The Company shall run at least one passenger train each way over the said road and connections each day, and, weather permitting and the dangers of the rivers, seas and navigation always excepted, shall operate the said ferry so as to make connection with the said passenger trains each way without undue delay: PROVIDED that the operation of said trains over the connection of the railway of the Company with the Victoria and Sidney Railway shall be so arranged as not in any way to diminish or impair the service over the Victoria and Sidney Railway which has heretofore been provided for by the terms of any agreement between the Victoria and Sidney Railway Company and the Corporation:

4. The Company shall also enter into such traffic arrangements with the Great Northern Railway Company as shall procure the transportation over the railway of the Company of the freight passing over the trans-continental line of the said Great Northern Railway and which is designed for the City of Victoria, and shall also provide reasonable facilities for passenger traffic:

5. The Company shall also enter into such traffic arrangements with the Victoria and Sidney Railway Company as shall ensure to the said last mentioned Company the payment of a reasonable charge for all freight and passengers transported by the Company over the said Victoria and Sidney Railway, having regard to the mileage of said railway and to the usual conditions which are attached to traffic arrangements between railway companies transferring freight to each other's lines:

6. If the railway ferry to be constructed as aforesaid shall be completed before the line of railway between the point or points at the mouth of the Fraser river and the junction of such railway on the Mainland with the New Westminster Southern Railway is finished, the Company shall operate the said

ferry between Liverpool and Sidney so as to transfer loaded cars and passengers directly between the said points:

7. The maximum local passenger rate over the said railway and ferry shall not exceed the sum of , and the Company shall also establish and maintain over the said line of railway and ferry a reasonable and moderate scale of local freight charges so as to encourage as far as possible the interchange of commodities and passenger travel between places on the said line of railway and the City of Victoria:

8. In consideration of the construction and operation of the said railway and ferry system, the Corporation agrees as follows:—

The Company, when incorporated, shall have, and the Corporation hereby gives and grants unto the Trustee on behalf of said Company a permanent right to construct the track and operate the said railway over, along and across the following streets of the City of Victoria, that is to say:—"A" Street Bay Street, First Street, Blanchard Street, Figard Street, Cormorant Street and Store Street; and the Corporation shall and may also at any time and from time to time hereafter give and grant unto the Company a right of way for the construction and operation of its railway over such other streets of the City of Victoria as may be agreed upon between the Company and the Mayor and Council for the time being in office: PROVIDED, however that no such agreement to be made in the future shall be binding upon the Corporation unless and until a by-law ratifying the same shall have been submitted to and approved of by the rate-payers in the manner provided in the Municipal Clauses Act: PROVIDED ALSO that no system of double tracking (except reasonable facilities for switching) shall be permitted on any streets of the City: AND PROVIDED FURTHER, that the construction of the road-bed and laying of tracks in and over any street of the City shall be subject to the approval of the City Engineer for the time being in office, or some other competent person appointed or approved by the Corporation, and that all repairs, additions or alterations of the same shall be subject to the same approval:

9. The Company shall be liable for all damages and consequences arising through the act, neglect or default of the Company occurring in the course of the construction or during the operation of the works herein contemplated within the municipality:

10. The Company shall at its own cost, and throughout the whole length of the railway within the City, cause the space between the rails and a space of two (2) feet on the outer side of each rail to be paved or macadamized as the case may be in conformity with the remainder of the street over which the said railway passes:

11. Before breaking up, opening or interfering with any of the said streets for the purpose of constructing the said railway the Company shall give or cause to be given to the Corporation at least ten (10) days notice of their intention so to do, and not more than twenty-five hundred (25,000) feet of the said streets shall be broken up or opened at any one time, and when work is commenced on any of said streets the same shall be proceeded with steadily and without interruption as rapidly as the same can be carried on, due regard being had to the proper and efficient construction of the same:

12. During the construction of the said works due and proper care shall be taken to leave sufficient space and crossings so that the traffic and travel on the said streets and other streets intersecting the same shall not be unnecessarily impeded, and proper lights and watchmen shall be provided and kept by the Company:

13. The location of the said railway in any of the streets shall not be made until the plans thereof showing the position of the rails and other works in each street shall have been submitted to and approved by the City Engineer or other officer as aforesaid:

14. The rails on all streets shall be laid and kept flush with the level of each such street, and generally all work of construction and maintenance of such railway shall be done in a substantial manner and according to approved modern methods, and, so far as the City streets are concerned, subject to the approval of the City Engineer or other officer as aforesaid:

15. If the Company shall, after construction, neglect to keep their tracks, the roadways between the same, or the crossings between and on each side of the rails, and two (2) feet on the outer side of each rail along the whole length thereof in the said streets in good condition, or shall fail to have the necessary repairs made thereon, the City Engineer shall give notice thereof to the Company requiring such repairs to be made within a reasonable time, and if not so made the City Engineer may cause the repairs to be made and the amount so expended by the Corporation may be recovered as a debt against the Company in any Court of competent jurisdiction:

16. The Corporation shall also acquire the necessary Legislative power in this behalf, and shall execute to the Company a lease, to be settled by the Solicitor of the Corporation, for the term of twenty-five (25) years, at a rental of Ten dollars (\$10.00) a year, of the premises known as the Market Building, and being further described as

The said lease shall contain covenants on the part of the Company to keep the said Market Building insured in a sum of not less than Twenty-five thousand dollars (\$25,000.00) during the whole of said term, and to perform ordinary repairs on the said building during the said term; and shall also contain an option in favor of the Company, at the expiration of the said term, to lease the same premises from the Corporation for a further term of twenty-five (25) years at a rental to be then agreed upon between the Company and the Mayor and Council for the time being in office:

17. The said lease shall also provide that the Company may make such changes and alterations in the said building and premises as shall render them suitable for a passenger and freight station, and if in so doing the Company shall materially alter the construction of the said building they shall, at the expiration or sooner determination of the term, restore it to substantially the condition in which it now is, due regard being had to the structural condition at the commencement of the term and the age of the structure at the termination, but without regard to the use to which the same has been put in the meanwhile, damage by fire and tempest always excepted.

All improvements made to the said building other than the track, fixtures and other matters connected with the permanent operation of the railway, shall, at the expiration or sooner determination of the said term, fall in and be the property of the Corporation:

18. The Corporation shall also have the privilege of deducting from the first payment of the bonus hereinafter provided for, a sum not exceeding seven thousand five hundred dollars (\$7,500.00), being the estimated cost of transferring to, and establishing in other quarters, the Fire Department and other property of the City now in or about the said Market premises:

19. The Corporation agrees to grant to the Company for the period of twenty (20) years from the date of the commencement of the operation of the said railway the sum of Fifteen thousand dollars (\$15,000.00) per year as a cash bonus. The Council of the Corporation shall make provision for the payment of the first payment of the said bonus to the Company on the 2nd day of January, 1902, and shall further provide for the raising of the sum of Fifteen thousand dollars (\$15,000.00) a year every year for the period of twenty (20) years next ensuing the said 2nd day of January, 1902: PROVIDED, however, that none of the said payments shall be made to the Company until the said railway and ferry service is in actual operation and ready for the conveyance of passengers and the transportation of freight, and if the said event shall occur at a date later than the 2nd day of January, 1902, then upon the actual commencement of the operation of the said railway and ferry the Company shall, if in all material respects they shall have faithfully performed this agreement, be forthwith entitled to receive all accumulations of said bonus and thereafter the payments shall be made yearly as aforesaid, IT BEING HEREBY EXPRESSLY AGREED AND DECLARED that the Company substantially and in all material particulars observing and performing the stipulations herein-

before contained the Corporation shall, on the 2nd day of January in each year during the said period of Twenty (20) years, pay to the order of the Company the said sum of Fifteen thousand dollars (\$15,000.00) in cash without any deductions whatsoever: PROVIDED ALWAYS that if at any time hereafter the Company shall permanently cease to operate and maintain either the said railway or said ferry service, or shall, by any extension of the said road or change in the system, deprive the City of Victoria of the traffic and passenger rates or other facilities for business which would ordinarily obtain if the terminus of the said road were continued at the City of Victoria, then and in either or any of the said events all payments of the said bonus which would otherwise accrue shall cease:

20. The Council of the Corporation shall, upon the execution of this agreement, forthwith prepare and pass a by-law ratifying the same, and providing for the raising of the said cash bonus, and shall, with all reasonable speed, submit the said by-law for ratification by the ratepayers under the provisions of the Municipal Clauses Act:

21. IT IS ALSO AGREED between the parties hereto that in the Act of the Legislative Assembly of the Province of British Columbia incorporating the said Company, provision shall be made for the adoption by the Company of this agreement, and that when the said Company shall be incorporated and when the directors thereof shall adopt this agreement the same shall be binding upon the Corporation and upon the Company, its successors and assigns respectively, in the same manner and with the same force and effect in all respects as if the proposed Company were now in existence and actually named as a party to this agreement: And if this agreement should not be adopted by the Company within the period of six months from the date of incorporation then the same shall be null and void:

22. The Company shall, before entering into a contract for the construction of the said car-ferry, cause public advertisement to be made in the City of Victoria and shall provide for the inspection of the plans and specifications and take such other steps as are reasonably necessary to allow the shipbuilders of the City of Victoria to make offers to the Company for the construction of the said work, it being intended by this agreement that, other things being equal and all conditions being as favorable to the interests of the Company, the Company shall cause its ferry to be constructed in the City of Victoria:

23. The rights and privileges hereby granted over the streets of the City of Victoria are subject to the rights and privileges already granted to the Street Railway Company under the agreement now existing with them:

24. The Company shall at no time hereafter, without the consent of the Corporation previously had and obtained, assign the benefit of this contract to or make any agreement for the working of the undertaking, the subject-matter hereof with the Canadian Pacific Railway Company, or any other company operated or controlled by the said Canadian Pacific Railway Company:

IN WITNESS WHEREOF the Corporation has caused its Corporate Seal to be hereunto affixed, and the Trustee has hereunto set his hand and seal the day and year first above written:

AND WHEREAS it is expedient and necessary to raise a sum of money for the purpose of providing for the payment of the cash bonus referred to in the said agreement, and for that purpose to raise the annual sum of Fifteen thousand dollars:

AND WHEREAS it will require the sum of Fifteen thousand dollars to be raised annually by rate for payment of the annual sums mentioned in the said agreement:

AND WHEREAS the whole rateable lands and improvements on real property of the said Corporation of the City of Victoria, according to the last revised Assessment Roll for the year 1899, is

AND WHEREAS it will require an annual rate of for paying such annual sum:

AND WHEREAS this by-law cannot be altered or repealed except with the consent of the Lieutenant-Governor-in-Council:

AND WHEREAS a petition under Section 69 of the Municipal Clauses Act has been presented to the Municipal Council, signed by the owners of more than one-tenth of the value of the real property in the City of Victoria as shown by the last revised Assessment Roll, requesting the said Council to introduce a by-law with the hereinbefore recited objects:

THEREFORE, the Municipal Council of the Corporation of the City of Victoria, enacts as follows:—

1. The said agreement hereinbefore recited shall be and the same is hereby ratified and confirmed, and the said ALEXANDER SCOTT INNES and the Company to be formed by him and incorporated as aforesaid are hereby authorized and empowered to have, hold and exercise all the rights, franchises and privileges in the said agreement mentioned or referred to, upon and subject only to the conditions and restrictions in said agreement expressly set forth; and the Corporation of the City of Victoria shall, from time to time during the period in the said agreement mentioned, pay to the Company referred to in the said agreement the annual sum of Fifteen thousand dollars (\$15,000.00) at the times and in the manner provided in the said agreement, and subject only to the conditions and restrictions in said agreement expressly set forth:

2. For the purpose of raising annually a sum of Fifteen thousand dollars (\$15,000.00) an equal special rate of on the dollar shall be levied and collected in the year 1901 and in each year thereafter for and during the period of twenty years computed from the 2nd day of January, 1901, upon all lands and improvements and real or assessable property within the City of Victoria; and the said annual special rate is hereby settled, levied and imposed accordingly for the period aforesaid:

3. The said annual sums when collected as aforesaid shall in each year be set apart and appropriated for the purpose of providing the said annual payments to the Company referred to in the said agreement:

4. This by-law shall, before final passage thereof, receive the assent of the electors of the said Corporation in the manner provided for in the Municipal Clauses Act and Amendments thereto, and shall take effect on the day of , 1900.

This by-law may be cited as "THE VICTORIA TERMINAL RAILWAY BY-LAW, 1900."

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SECOND YEAR

Railway By-Law

Mayor Hayward of Opinion That Company is Asking Too Much.

Council Gets Through All But a Few of the Clauses.

Several Amendments Proposed by Ald. Williams Voted Down.

The city council spent three hours yesterday afternoon in considering the railway by-law, and still there are a number of clauses to be dealt with at the regular meeting of Monday evening, when also anything which may arise at the public meeting on Saturday evening will be considered.

Ald. Brydon mentioned that a number of people had said that the mouth of the Fraser river was not suitable for the terminus of the ferry, stating that except in daylight, there was no safe passage to the mouth of the river.

Mr. Bodwell said the promoters assured him that this was not correct. He suggested that, after passing the clauses, the committee rise for the consideration of the by-law be deferred until Monday evening. At the public meeting on Saturday evening he would be prepared to explain these questions in detail.

Ald. Williams again moved that the speed of the ferry be 15 miles instead of 14, but the motion was defeated. Some technical changes were made in the clause providing that the company must keep up a continual service except when prevented by extraordinary storms and fogs, or dangers of navigation.

Ald. Williams wanted to reduce the maximum passenger rate from Victoria to Liverpool from \$2 to \$1.50, but suggestion was not acted upon, Ald. Beckwith pointing out that the rate of \$2 was lower than any at present existing in the province.

Mr. Bodwell, in answer to Ald. Beckwith, said the general Act provides for the compensation of those whose property was injuriously affected by the construction of a railway. The clause had been inserted in the agreement whereby the company would have to pay any damages which were assessed against the city.

The clause providing that trains must not run through the city faster than 15 miles an hour was amended. Some of the aldermen wanted the rate reduced to four miles an hour, and automatic gates were to be placed at the crossings where the traffic was heavy, but not at all crossings. This will be considered when the clause is again taken up.

Ald. Williams moved that the railway give \$10,000 instead of \$7,500 toward the new fire hall, but the motion was not carried. It was pointed out that the company had already raised their offer \$2,500 and the amount had been agreed to.

Ald. Williams' motion was voted down. A clause was inserted providing that the B. & N. Railway should have a depot in the market building, and the two companies cannot agree on the arrangements, the matter shall be settled by arbitration.

Mayor Hayward pointed out that the city was giving the company the market which cost over \$100,000, and which the hands of private parties would bring in \$3,000 a year; the right to run over the streets, which was worth \$2,000 a year, and a cash bonus of \$15,000 a year. The question was, was it worth \$20,000 a year? He thought not.

Mr. Bodwell pointed out that the market property was not bringing anything and was a dead asset, and the company would keep in repair at hand back to the city in 20 years, with an improved value. Besides, the term the city could rent the property to the company for a good rental. He felt that the city would not lose anything by the railway running through the streets, it would derive a benefit. He felt that the company were giving the city the value for the money asked. Victoria would always have the benefit of terminal facilities and terminal rates.

In answer to Ald. Beckwith, the Mayor said that he was in favor of the scheme if it did not cost too much. He thought the company was asking a trifle much. It was not what the council first thought it was. The terminus at Liverpool was simply to be transferred to Victoria.

Mr. Bodwell contended that this was an advantage to the city. He could not see the logic of the argument that the scheme would be good if proposed by the Great Northern, but was not good because it came through another company. The Great Northern officials were desirous to increase their business and that was the reason why they were anxious to see the scheme go through.

Ald. Beckwith considered there was sufficient assurance that the Great Northern were going to use the line for the traffic to and from Victoria. He hoped to hear also that this was to be the shipping point of Oriental freight.

Ald. Brydon did not think \$15,000 was

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