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No. 44.

3rd Session, 8th Parliament, 61 Victoria, 1898

BILL.

An Act to confirm an agreement between
the St. Stephen and Milltown Railway
Company and the Canadian Pacific
Railway Company.

First reading, March 2nd, 1898.

(PRIVATE BILL.)

Mr. MACPHERSON.

OTTAWA

Printed by S. E. DAWSON

Printer to the Queen's most Excellent Majesty

1898

An Act to confirm an agreement between the St. Stephen and Milltown Railway Company, and the Canadian Pacific Railway Company.

WHEREAS the Canadian Pacific Railway Company has, ^{Preamble}
by its petition, prayed that an Act be passed to confirm
a conditional agreement made between the said company and
the St. Stephen and Milltown Railway Company, a copy of
5 which agreement is contained in the schedule to this Act, and
it is expedient to grant the prayer of the said petition :
Therefore Her Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts as
follows :—

- 10 **1.** The agreement between the St. Stephen and Milltown ^{Agreement}
Railway Company and the Canadian Pacific Railway Company ^{confirmed.}
dated the twenty-first day of April, one thousand eight hun-
dred and ninety-seven, a copy of which is set out in the
schedule hereto, is hereby approved of, ratified and confirmed,
15 and declared to be valid and binding on the parties thereto,
and each of the companies parties thereto may do whatever is
necessary to give effect to the substance and intention of the
said agreement.
- 20 **2.** Nothing in this Act, or in the said agreement, shall be ^{Railway laws}
held to relieve either of the said companies from any of its ^{to apply.}
duties or liabilities under the railway laws of Canada.

SCHEDULE.

THIS INDENTURE made this twenty-first day of April, in the year of our Lord 1897, between the St. Stephen and Milltown Railway Company, hereinafter called "the Lessor," of the first part ; and the Canadian Pacific Railway Company, hereinafter called the " Lessee," of the second part :

WHEREAS the Lessor is the owner of a certain line of railway in the county of Charlotte, in the province of New Brunswick, running from a point on the line of the said Lessee in the town of St. Stephen, in the said county of Charlotte to the town of Milltown, in the county aforesaid, inclusive, having a length of about four miles and sixty-four one hundredths of a mile, and it has been agreed between the said parties that the Lessee shall lease and operate the said line of railway upon the terms hereinafter set forth :

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the covenants hereinafter contained on the part

of the Lessee, the Lessor doth hereby grant, lease and demise unto the Lessee, its successors and assigns, the said line of railway, running from a point on the line of the Lessee, in the town of St. Stephen, aforesaid, to the said town of Milltown, inclusive, together with the appurtenances thereto belonging, including amongst other things all lands and other properties of the Lessor used or acquired or occupied for the purpose of either the construction, maintenance or operation of the said railway or any part thereof, and including also the right of way, road-bed, tracks, sidings, superstructures, bridges, viaducts, culverts, fences, shops, stations, engine-houses, car-houses, freight-houses, engine-shops and all other edifices and structures now completed or in course of construction and held or used or intended to be held or used in connection with such construction, maintenance or operation, and all equipment, plant, tools and implements and all other goods and chattels of every kind (including plans) now owned or held or used by the Lessor for the purposes of the said railway or any part thereof, and all tolls and revenues which may or might be derived or derivable from the said railway, as well as all rights, privileges, powers, immunities, exemptions and corporate and other franchises which can or could be held or enjoyed in respect of the said railway or any part or parts thereof, including all further right, title and interest of the Lessor, if there be any, in and to all lands or premises acquired or to be acquired in respect of the business of the said railway or any part thereof, and all advantages and benefits to be derived therefrom, the said railway and all the above mentioned appurtenances, lands, properties, tolls, revenues, rights, privileges, powers, immunities, exemptions and franchises, advantages and benefits so demised as aforesaid, being hereinafter referred to in the aggregate as "the said demised property," to have and to hold the said demised property until the end of ninety-nine years, to be computed from the first day of May in the year of our Lord one thousand eight hundred and ninety-seven, the Lessee yielding and paying therefor every year during the said period (which period is hereinafter referred to as "the said term") the annual rent or sum of two thousand and fifty dollars in two equal parts, one on the last day of June and one on the last day of December in each year, the first payment of said rent to be made on the last day of December, A. D. 1897.

And the Lessor, for itself and its successors, doth hereby covenant with the Lessee, its successors and assigns, as follows, that is to say :

1. That the said Lessor has acquired or will on or before the first day of May, A. D. 1897, acquire, in fee simple, or with as absolute a title as the Railway Act or the charter of the Lessor permits to be obtained by expropriation or otherwise, the lands shown coloured pink on the plans hereto annexed, for the right of way, stations, station grounds, yards, and for all other matters necessary for the use of said railway and its appurtenances, which lands are more particularly described in the schedule A hereto attached, and are free from any liability in respect of the same or any part thereof and free from any charge or encumbrance of any kind whatsoever, and that the said Lessor now hath or before the first day of May, A. D. 1897, will have a good right to lease and demise the same in

manner and form as above written and that the Lessor will warrant and for ever defend the same unto the Lessee against the lawful claims or demands of all persons whomsoever.

2. That on or before the first day of July, A.D., 1897, the lessor will cause to be constructed and completed and the said line of railway and its road-bed, bridges and viaducts and all and every portion of its property, track and appurtenances, including all fences and farm crossings required by the railway law of Canada or of New Brunswick in good repair and efficient working order and will complete the same according to any specifications which may have been prescribed by the Government of Canada in respect of subsidized railways in so far as the same is not now so completed, such completion to be established to the satisfaction of and to be certified in writing by the engineer of the Canadian Pacific Railway Company, or specified prior to the execution of these presents:

3. That during the said term the said Lessee may exercise all the franchises and powers of the Lessor in respect of the running of the said railway and of every part thereof and also in respect of the acquisition of increased areas of land for station grounds, right of way, protection against snow, sidings and all other purposes, and may take such legal proceedings as are deemed to be expedient or necessary in the exercise of such franchises or powers or any of them, and for that purpose may use the name of the Lessor and of the officers thereof, which officers are hereby authorized and required upon the demand of the Lessee to append their signatures and to affix the seal of the Lessor to any document which may be useful in the exercise of any such franchises and that the Lessor will maintain its existence and organization as a Corporation during the said term and to that end will comply with all the requisites and forms of law.

4. That the Lessor will from time to time at the request of the Lessee affix the name and seal of the Lessor and do all acts, matters and things as and when the same may be necessary for the convenient, sufficient and effectual working of the said railway and for carrying out and giving effect to the terms of this lease, and the Lessee may during the said term make and enforce such lawful rules, regulations and by-laws touching or concerning the running and operation of the said railway as shall be required for the efficient and advantageous administration, management and operation thereof and for the preservation of order thereon and may fix and regulate from time to time and amend and alter the tariff of rates and tolls to be collected for the carrying of freight and passengers over the said line, and if the Lessee shall deem it expedient that such by-laws, rules and regulations or tariff or any of them should be made by the Lessor, than the shareholders, board of directors and officers of the Lessor will make such by-laws, rules and regulations and will do all such matters and things to complete and perfect the same as shall be reasonably required of them, but such by-laws, rules and regulations and such tariff by whomsoever made and passed shall be subject to the provisions of any Act or Acts of the Dominion Parliament or of the General Assembly of the province of New Brunswick applicable thereto, and the Lessor will allow the Lessee to use the name of the Lessor in any such suit or proceeding in which

it will be necessary to use the same in connection with the working of the railway, but all costs, damages and expenses which may arise from the use of the name of the Lessor shall be borne and paid by the Lessee.

5. That the Lessee paying its rent and observing the provisions of this lease and fulfilling all covenants herein contained, and on its part to be fulfilled shall have peaceable and undisturbed possession of the said demised property during the said term without any lawful interruption by the Lessor or any other person or persons whomsoever.

6. That if the Lessee shall have taken possession of the said railway and other properties so demised as aforesaid or any part thereof before the title to the lands shall be fully acquired by the Lessor as aforesaid, then the Lessee may, of its own motion, expend from time to time such sums as may be proper and necessary in order to acquire such title and properties within the meaning of the Lessor's covenants herein contained, and the Lessor will, on demand, reimburse the Lessee in respect of all such sums as may be so expended, or at the option of the Lessee it may deduct such sums or any part thereof from the rents which may at any time be due under the terms of this indenture, and thereupon such rents shall be satisfied to the extent of any sum or sums so deducted.

7. And the Lessee for itself and its successors covenants with the Lessor, its successors and assigns, as follows, that is to say :

That it will, during the said term, operate the said road, and will, at its own expense, for the said term, find all necessary means, men, rolling stock, tools, furniture, appliances and labour for that purpose, provided, however, that the Lessee is not under any obligation to run passenger trains on the said railway, and shall be bound to run only such trains as shall be necessary for the transportation of freight offered for carriage to and from the points thereon, but the Lessor shall not be held in any event to incur or assume any responsibility or expense in connection with the running of any trains of any kind or description whatsoever on the said railway during the said term.

8. That the said Lessee will pay to the said Lessor yearly the said rent or sum of two thousand and fifty dollars without any deduction whatsoever on account of operating expenses, taxes or any other outlay which the Lessee has to bear under the terms of this indenture.

9. That during the said term the Lessee will keep the said railway and all buildings, properties and appurtenances connected therewith in good repair, order and condition, except in so far as the same may be deteriorated by age and reasonable wear and tear, and will, during the said term, pay all taxes, assessments and impositions which may become payable either by the Lessor or Lessee in respect of the said railway or the traffic over it, including any corporation tax which may be levied by the provincial government.

10. That the Lessee will protect the Lessor against any loss, damage or claims that may arise in working the said railway under this lease and will do and perform all the acts, conditions, matters and things which the Lessor is bound by its charter to do and perform in respect of the said railway

and will bear and pay all expenses incurred in doing and performing all such acts, matters and things as are now or may hereafter be required for the maintenance and operation of the said railway.

11. That at the expiration or other determination of the said term the Lessee will yield up the said railway and other immovable property to the Lessor in as good general plight and condition as the same were at the commencement of this lease, save and except the natural deterioration thereof by age and wear and tear.

12. That in the event of the non-payment of the said yearly rent under the said lease the same shall not be distrained for until three months after it becomes due as aforesaid, and has been formally demanded by the Lessor in writing, and in case the said rent cannot be collected from the Lessee then it shall be lawful for the Lessor to annul and set aside this lease and to declare the same to be forfeited and at an and to enter into the possession of said railway and all other premises hereby demised and to have again, repossess and enjoy the same as of its former state, anything herein contained to the contrary notwithstanding.

13. And it is hereby mutually agreed between the parties hereto that throughout this indenture the expression "Lessor" or "Lessee" means also their successors and assigns unless such meaning is inconsistent with the context.

14. This indenture is made subject to the condition that it shall be sanctioned and confirmed by votes of at least two-thirds of the shareholders of each of the said Companies, parties hereto, present or represented at an annual general meeting or at a special general meeting duly called for that purpose, and also that it shall be approved of by the Lieutenant Governor in Council of the province of New Brunswick, and also either by the Parliament of Canada, or in such way as will satisfy the requirements of any Act of the Parliament of Canada applicable thereto, and failing the fulfilment of the said condition then this indenture is to be null and void.

15. And the said Lessor and Lessee shall by all proper and lawful means join in and aid in procuring the fulfilment of the said condition that this lease shall take effect according to the terms thereof, but all expense in obtaining the approvals and the legislation aforesaid is to be borne and paid by the said Lessor.

Witness the corporate seal of each of the parties hereto, and the respective signatures of its officials below named.

**THE SAINT STEPHEN AND MILLTOWN RAILWAY
COMPANY.**

Per

[Seal.]

JOHN D. CHIPMAN,
President.
GEORGE J. CLARKE,
Secretary.

THE CANADIAN PACIFIC RAILWAY COMPANY.

Per

[C.P.R. Seal.]

T. G. SHAUGHNESSY,
Vice-President.
C. DRINKWATER,
Secretary.