No. 2.] **BILL.** [1905.

An Act to amend the Railway Act, 1903.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:-

1. Section 227 of *The Railway Act*, 1903, is amended by striking out the word "or" in the third line and substituting therefor the word "and," and by adding after the word "expedient" at the end of the section the words, "but wherever in any such portion of a city, town or village a railway crosses a highway at rail-level, the said speed of ten miles an hour shall in no event be exceeded, unless the Company provides, by a watchman or gates at such crossing, protection against approaching trains for persons using the highway." 1903, c. 58, s. 227 amended.

No. 2.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Railway Act, 1903.

First reading, January 16, 1905.

MR. LANCASTER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 3.] **BILL.** [1905.

An Act to amend the Act respecting Certificates to Masters and Mates of Ships.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble.

1. The section substituted for section 3 of the *Act respecting Certificates to Masters and Mates of Ships*, chapter 73 of the Revised Statutes, by section 4 of chapter 42 of the statutes of 1894, is amended by adding after the word "examinations" in the first line the words "upon oath," and by striking out the words "or for persons" in the second line. R.S.C., c. 7 s. 3; 1894, c. 42, s. 4 amended

2. The said section 3 is further amended by adding the following subsections thereto :— R.S.C., c. 73, s. 3 amended.

"2. No person shall be entitled to present himself for examination for master until he has obtained a certificate of competency as mate, and has served as such for at least twelve months, and furnishes a statutory declaration of the master under whom he served of such service. Qualification of master.

"3. No person shall be entitled to present himself for examination as mate until he has served as wheelman for a period of twenty-four months, and furnishes to the examiner a statutory declaration of the master under whom he served of such service. Qualifications of mate.

3. Section 4 of the *Act respecting Certificates to Masters and Mates of Ships* is amended by adding after the word "examiners" in the sixth line the words "which shall be by salary, and not in any way affected by the number of results of the examinations," and also by adding after the word "effect" in the last line the words "but no person shall be appointed an examiner in respect to masters and mates of ships trading on the inland waters or on coasting voyages unless he himself is a competent lake navigator and has a certificate to that effect." Section 4 amended.

4. The section substituted for section 7 of the said Act by section 2 of chapter 41 of the statutes of 1891 is amended by adding after the word "boats" in the fourteenth line the words "such certificates to be conditioned to become void upon the holder thereof renouncing his allegiance to the British Crown." Section 7 amended.

5. Section 19 of the *Act respecting Certificates to Masters and Mates of Ships* is amended by adding after the word "suspended" in the second line the words "or becomes void." Section 19 amended.

No 3

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Act respecting Certificates to Masters and Mates of Ships.

First reading, January 16, 1905.

MR. LANCASTER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 4.] **BILL.** [1905.

An Act to amend the Railway Act 1903.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. Section 3 of *The Railway Act*, 1903, is hereby amended by inserting after the word "persons" in the first line the words "and express companies." 1903, c. 58, s. 3 amended.

2. Section 10 of the said Act is amended by striking out the words "and his opinion upon any question, which in the opinion of the Commissioners is a question of law, shall prevail." Section 10 amended.

3. Section 193 of the said Act is amended by adding the following words: "and such compensation shall be limited to the direct and immediate local damages actually suffered by reason of such construction, operation and maintenance by the railway company at such station or premises and not from any cause, matter or business extending beyond the same." Section 193 amended.

4. Section 264 of the said Act is amended by adding thereto the following subsection :— Section 264 amended.

"4. The tolls charged in any standard passenger tariff shall not exceed the following, namely :—for all companies the gross earnings of whose passenger trains, as reported to the Minister, under the provisions of section 304 of this Act, equalled or exceeded the sum of $3,000 for each mile of road operated by the said company, two cents per mile; and for all companies, the earnings of whose passenger trains, reported as aforesaid, were over $2,000 and less than $3,000 per mile of the road operated by the said company, two and one-half cents per mile; and for all companies whose earnings, reported as aforesaid, were less than $2,000 per mile of road operated by the said company, three cents per mile." Passenger rates.

No. 4.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Railway Act 1903.

First reading, January 16, 1905.

MR. MACLEAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 5.] **BILL.** [1905.

An Act respecting the Census and Statistics.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

SHORT TITLE.

1. This Act may be cited as *The Census and Statistics Act.* Short title.

INTERPRETATION.

2. In this Act, unless the context otherwise requires, the word "Minister" means the Minister of Agriculture, and the word "Office" means the Census and Statistics Office. Interpretation.

PART I—ORGANIZATION.

3. There shall be a permanent office under the Minister of Agriculture, to be called the Census and Statistics Office, and the Governor in Council may appoint thereto a chief officer, a secretary, and such other officers, clerks and employees as are necessary for the proper conduct of the office, whose duties under the direction of the Minister shall be to carry out the provisions of this Act and such other duties as are assigned to them by the Governor in Council. Permanent office of Census and Statistics and its officers.

2. The Governor in Council may also appoint such census officers, census commissioners and other employees as are necessary for the taking of each census, with such relative powers and duties and such emoluments as are laid down for each census by Order in Council. R.S., c. 58, s. 8. Appointment of census officers and commissioners.

4. There shall be appointed by or under the authority of the Minister, in such manner and subject to such rules in that behalf as are laid down by Order in Council, one or more enumerators for every census sub-district, and whenever two or more enumerators are appointed for a sub-district the powers and duties of such enumerators shall be such as the Minister assigns to each, whether territorially or otherwise; and in remote or sparsely settled parts of the country, the Minister may appoint one or more assistants for each enumerator. R.S., c. 58, s. 9. Census enumerators.

2. The Minister may also employ from time to time such agents or persons as are necessary to collect for the Office statistics and information relating to such industries and affairs of the country as he deems useful and in the public interest, and the duties of such agents or persons shall be such as the Minister determines. Collection of statistics.

Temporary clerks and employees.

3. The Minister may also, with the approval of the Governor in Council, appoint temporary clerks or employees for an indefinite period, the term of whose service shall cease and determine upon notice given to them by the Minister when such portion of the statistical labours for which they were so engaged and for which they were employed is terminated. R.S., c. 59, s. 3.

Duties of the chief officer and secretary of the Census and Statistics Office.

5. It shall be the duty of the chief officer and the secretary of the Office, under the direction of the Minister, (1) to organize a clerical working staff for the inside service of the Office, (2) to prepare all forms and instructions requisite for the work and business of the Office, (3) to prepare one or more tables setting forth the rates of remuneration or allowance per day, by fee or otherwise, for the several commissioners, enumerators, agents and other persons employed in the outside service of the Office in the execution of this Act, (4) to make ready the requisite sheets for compiling the returns of enumerators, agents and other persons into statistical tables for publication, and (5) generally to supervise and control all the work of the Office in its inside and outside services.

Forms, rules, regulations and instructions, and rates of allowance.

6. The Minister shall make and prescribe all rules, regulations, instructions and forms which he deems requisite for the work and business of the Office; and such forms, rules, regulations and instructions, and any such tables of rates of remuneration or allowance, as aforesaid, when assented to by the Governor in Council and published in *The Canada Gazette*, shall have the force of law. R.S., c. 58, s. 6, c. 59, s. 1.

General scheme of office to be as the Governor General by proclamation directs.

7. The details of information, and procedure to be followed for the obtaining thereof, the forms to be used, and the period at which, and the dates with reference to which, the census shall be taken or statistics and information collected, whether generally or for any specified localities requiring to be exceptionally dealt with in any of these respects, shall, subject to the provisions of this Act, be such as the Governor in Council by proclamation directs. R.S., c. 58, s. 4.

Part II. Census.

Census of the Dominion to be taken in the first year of each decade.

8. A census of Canada shall be taken by the Office, under the direction of the Minister, on a date in the month of June, in the year one thousand nine hundred and eleven, to be fixed by the Governor in Council, and every tenth year thereafter. R.S., c. 58, s. 3.

Census of Manitoba and parts of the North-west Territories to be taken in the sixth year of each decade.

2. A census of the population and agriculture of the Province of Manitoba, and of the Provisional Districts of Alberta, Assiniboia and Saskatchewan in the North-west Territories, shall be taken by the Office, under the direction of the Minister, according to special forms and instructions to be approved by the Minister, on a date in the month of June, in the year one thousand nine hundred and six, to be fixed by the Governor in Council, and every tenth year thereafter.

Division of country into census

9. The Governor in Council, by proclamation, shall divide the country into census districts, and each census district into

sub-districts, to correspond respectively, as nearly as may be, with the electoral divisions and subdivisions for the time being, and in territories not so defined or so situated as to admit of adhering to circumscriptions already established, into special divisions and subdivisions for the purpose of the census. R.S., c. 58, s. 7.

Districts by proclamation.

10. Each general census, commencing with the year one thousand nine hundred and eleven, shall be so taken as to ascertain with the utmost possible accuracy, for the various territorial divisions of Canada, (1) their population and the classification thereof, as regards name, age, sex, colour, social condition, nationality, race, education, religion, occupation and otherwise, together with a record of all persons deceased within the census year, (2) the houses for habitation, stores, warehouses, factories and other buildings therein, and their classification as occupied or vacant, under construction and otherwise, (3) the occupied land therein, and its value, and the condition thereof as improved for cultivation, in forest, unbroken prairie, marsh or waste land and otherwise, (4) the products of factories, farms, fisheries, forests and mines therein, and other industries, with the values of all the said products and of the plant and real estate employed in the said industries, within the census year, (5) the wage-earnings of the people thereof within the census year, (6) the municipal, educational, charitable, penal and other institutions thereof, and (7) whatsoever other matters are specified in the forms and instructions to be issued, as this Act provides. R.S., c. 58, s. 5.

Details required for general census.

11. The census officers and commissioners shall be intrusted, under direction and instruction of the Minister, with the superintendence of the work assigned to the enumerators, and shall see that all those under their superintendence thoroughly understand the manner in which the duties required of them are to be performed, and use due diligence in the performance thereof. R.S., c. 58, s. 10.

Duties of census officers and commissioners.

12. Every enumerator, by visiting every house and by careful personal inquiry, shall ascertain, in detail with the utmost possible accuracy, all the statistical information with which he is required to deal, and no other, and shall make an exact record thereof, and attest the same under oath, and shall see that such attested record is duly delivered to the census commissioner under whose superintendence he is placed,—the whole, in all respects, as by the forms and instructions issued to him is required. R.S., c. 58, s. 11.

Duties of enumerators.

13. The census commissioner of each district shall examine all such records and satisfy himself how far each enumerator has performed the duties required of him, and shall note all apparent defects and inaccuracies in such records, and require the several enumerators concerned therewith to assist him in respect thereof, and with their assistance shall correct the same so far as is found requisite and possible,—noting always whether such corrections are concurred in by them or not, and shall make return, attested under oath, of his doings in the premises, and shall transmit the same, together with all the

Duties of census commissioners.

records in question to the Minister,—the whole in all respects, as by the forms and instructions issued to him is required. R.S., c. 58, s. 12.

Duties of Minister of Agriculture.

14. The Minister shall cause all such returns and records to be examined and any defects or inaccuracies discoverable therein to be corrected so far as possible, and shall obtain, so far as possible, by such ways and means as are deemed convenient, any statistical information requisite for the due completion of the census, which cannot be or is not obtained with the required fullness and accuracy by means of such returns and records, and shall cause to be prepared, with all practicable despatch, abstracts and tabular statements showing the results of the census as fully and accurately as possible. R.S., c. 58, s. 13.

PART III—GENERAL STATISTICS.

Agricultural, commercial, criminal, educational, manufacturing and other statistics.

15. Subject to the approval of the Governor in Council, and under direction of the Minister, the Office shall collect, abstract and tabulate agricultural, commercial, criminal, educational, manufacturing, vital and other statistics and information from time to time in the intercensal years of each decade, in such ways and manner as are found most practicable; and so often as it seems to the Minister that the statistics and information collected and compiled are of sufficient value and authenticity to render their publication advantageous, he shall cause them to be published in such form and mode as the Governor in Council prescribes. R. S., c. 59, ss. 1, 2.

The Minister may arrange with the authorities of a province or territory for supply of its statistics.

16. Whenever in any Province or Territory any system is established or any plan exists for collecting agricultural, commercial, criminal, educational, manufacturing, vital or other statistics, the Minister may, under authority of the Governor in Council, arrange with the Lieutenant Governor in Council of such Province or Territory, or with the organization possessed of such system or plan, for the collection and transmission of such information as is required by schedules prepared by the Office under direction of the Minister and approved by the Governor in Council for the procuring of such statistics. R. S., c. 59, s. 4.

Minister may call upon public officers for copies of papers, etc.

17. The Minister may, in collecting statistics in the manner provided by this Part, call upon any and all public officers to furnish to him copies of papers and documents and such information as lie respectively in the power of such officers to furnish, with or without compensation for so doing, as is regulated from time to time by the Governor in Council. R. S., c. 59, s. 5.

Statistical abstracts of public reports and documents may be authorized.

18. The Minister may direct the Office to abstract and tabulate in a concise form such information on various subjects susceptible of being represented by figures as is contained in departmental or other public reports and documents. R. S., c. 59, s. 6.

Special statistical investigations may be made.

19. The Governor in Council may authorize the Minister to cause special statistical investigations, as regards subjects, localities or otherwise, to be made by the Office in the manner and by the means prescribed in such authorization of the Governor in Council. R. S., c. 59, s. 7.

Examination for and correction of errors, etc.

20. The Minister shall cause all statistical information obtained in the Office under the provisions of this Part to be examined, and any omissions, defects or inaccuracies discovered therein shall be supplemented and corrected as far as practicable. R. S., c. 59, s. 8.

PART IV—CRIMINAL STATISTICS.

Schedules of criminal statistics to be furnished by clerks of courts.

21. The clerk, or if there is no clerk, the judge or other officer presiding over every court or tribunal administering criminal justice, shall, before the end of October, in each year, fill up and transmit to the Minister, for the year ending the thirtieth day of September preceding, such schedules as he receives from time to time from the Minister relating to the criminal business transacted in such court or tribunal. R. S., c. 60, ss. 1, 2.

By sheriffs and wardens of penitentiaries.

22. The warden of every penitentiary and reformatory and the sheriff of every county and district shall, before the end of October in each year, fill up and transmit to the Minister, for the year ending the thirtieth day of September preceding, such schedules as he receives from time to time from the Minister relating to the prisoners committed to the penitentiary, reformatory or gaol. R.S., c. 60, s. 2.

Records to be kept.

23. Every person required to transmit any such schedules shall, from day to day, make and keep entries and records of the particulars to be comprised in such schedules. R.S., c. 60, s. 3.

Certain returns to be transmitted.

24. Every officer required to transmit to the Minister of Finance true copies of returns made by justices of the peace shall, before the end of October in each year, transmit to the Minister true copies of all such returns for the year ending the thirtieth day of September next preceding. R.S., c. 60, s. 5.

Statistics of exercise of prerogative of mercy.

25. The Secretary of State shall, before the end of October in each year, cause to be filled up and transmitted to the Minister such schedules for the year ending the thirtieth day of September next preceding, relative to the cases in which the prerogative of mercy has been exercised, as he from time to time receives from the Minister. R.S., c. 60, s. 9.

Forms of schedules.

26. All schedules transmitted under this part shall be according to forms from time to time approved by the Governnor in Council and published in *The Canada Gazette*, R.S., c. 60, s. 10.

Statistics to be abstracted and printed.

27. The statistics collected by the Minister under this Part shall be abstracted, registered and tabulated by the Census and Statistics Office under his direction, and the results thereof

shall be printed and published in an annual report to Parliament. R.S., c. 60, s. 11.

In case of transfer of subject to any other Minister.

28. In case the subject of Criminal Statistics is transferred, by the Governor in Council, from the Minister of Agriculture to any other Minister, the latter shall be substitued for and have all the powers and perform all the duties of the Minister of Agriculture as defined and provided by this Part. R.S., c. 60, s. 2.

Duration of Part IV.

29. This Part shall remain in force and effect until it is declared to be no longer in force by a proclamation of the Governor in Council, stating that provision has been made for the collection of criminal statistics in accordance with the requirements of Part III of this Act; and from and after the issue of such proclamation, this Part shall cease to have force and effect. R.S., c. 60, s. 12.

Part v.—General Provisions.

Every person employed in the execution of this Act to take an oath of office.

30. Every officer, census commissioner, enumerator, agent and other person employed in the execution of this Act, before entering on his duties, shall take and subscribe an oath binding him to the faithful and exact discharge of such duties and to the secrecy of statistics and information collected for the Office,—which oath shall be in such form, taken before such person, and returned and recorded in such manner, as the Governor in Council prescribes. R.S., c. 58, s. 14.

Wilful neglect of duty a misdemeanor.

31. Every officer, census commissioner, enumerator, agent or other person employed in the execution of this Act, who makes wilful default in any matter required of him by this Act, or wilfully makes any false declaration touching any such matter, is guilty of an indictable offence. R.S., c. 58. s. 15.

Custodians of public records to grant access thereto.

32. Every person who has the custody or charge of any provincial, municipal or other public records or documents, or of any records or documents of any corporation, from which information sought in respect of the objects of this Act can be obtained, or which would aid in the completion or correction thereof, shall grant to any census officer, commissioner, enumerator, agent or other person deputed for that purpose by the Minister, access thereto for the obtaining of such information therefrom; and every such person who wilfully or without lawful excuse refuses or neglects to grant such access, and every person who wilfully hinders or seeks to prevent or obstruct such access, or otherwise in any way wilfully obstructs or seeks to obstruct any person employed in the execution of this Act, is guilty of an indictable offence. R.S., c. 58, s. 16.

Penalty for refusal or neglect to fill up schedule, etc.

33. Every person who wilfully, or without lawful excuse, refuses or neglects to fill up, to the best of his knowledge and belief, any schedule which he has been required to fill up by any enumerator or other person employed in the execution of this Act, or refuses or neglects to sign and deliver up or otherwise return the same when and as required, or makes, signs, delivers or returns, or causes to be made, signed delivered

or returned, any wilfully false answer or statement as to any matter specified in such schedule,—shall incur a penalty not exceeding one hundred dollars and not less than ten dollars. R.S., c. 58, s. 17.

Penalty for refusal or neglect to answer any question, etc.

34. Every person who, without lawful excuse, refuses or neglects to answer, or who wilfully answers falsely any question requisite for obtaining any information sought in respect of the objects of this Act, or pertinent thereto, which has been asked of him by any enumerator or other person employed in the execution of this Act, shall, for every such refusal or neglect or wilfully false answer, incur a penalty not exceeding fifty dollars and not less than five dollars. R. S., c. 58, s. 18.

Penalty for refusal to furnish information.

35. Every person who otherwise, without lawful excuse, refuses or neglects to furnish information required of him under this Act, or wilfully gives false information or practices any deception thereunder, shall incur a penalty not exceeding one hundred dollars and not less than ten dollars.

Recovery of penalties.

36. The penalties hereinbefore imposed may be recovered in a summary manner at the suit of any officer, census commissioner, enumerator or other person employed in the execution of this Act, before any justice of the peace having jurisdiction in the place where the offence has been committed, and may be imposed and recovered as often as an offence is committed until all requirements of this Act have been fully complied with to the satisfaction of the Minister; and a moiety thereof shall belong to the Crown for the public uses of Canada, and the other moiety to the prosecutor,unless he has been examined as a witness to prove the offence, in which case the whole shall belong to the Crown for the uses aforesaid. R.S., c. 58, s. 19.

Minister may direct inquiry to be made under oath.

37. Whenever the Minister deems it convenient, he may, by special letter of instruction, direct any officer, census commissioner or other person employed in the execution of this Act, to make inquiry under oath, as to any matter connected with the taking of the census, or the collection of statistics or other information, or the ascertaining or correction of any supposed defect or inaccuracy therein; and such officer, census commissioner or other person shall then have the same power as is vested in any court of justice, of summoning any person, of enforcing his attendance, and of requiring and compelling him to give evidence on oath, whether orally or in writing, and to produce such documents and things as such officer, census commissioner or other person deems requisite to the full investigation of such matter or matters. R.S., c. 58, s. 20.

Effect of such direction.

What shall be *prima facie* evidence of appointment or removal of, or instruction to census officers, etc.

38. Any letter purporting to be signed by the Minister, or his deputy, or by any other person thereunto authorized by the Governor in Council, and notifying any appointment or removal of, or setting forth any instructions to any person employed in the execution of this Act,—and any letter signed by any officer, census commissioner, or these person thereunto duly authorized, notifying any appointment or removal of, or

setting forth any instructions to any person so employed under the superintendence of the signer thereof,—shall be, respectively, *primâ facie* evidence of such appointment, removal or instructions, and that such letter was signed and addressed as it purports to be. R.S., c. 58, s. 21.

Presumption as to documents produced by a person employed in the execution of this Act.

39. Any document or paper, written or printed, purporting to be a form authorized for use in the taking of the census, or the collection of statistics or other information, or to set forth any instructions relative thereto, which is produced by any person employed in the execution of this Act, as being such form, or as setting forth such instructions, shall be presumed to have been supplied by the proper authority to the person so producing it, and shall be *primâ facie* evidence of all instructions therein set forth. R. S., c. 58, s. 22.

What shall be a sufficient requirement as against occupant of house.

40. The leaving, by an enumerator, at any house or part of a house, of any schedule purporting to be issued under this Act, and having thereon a notice requiring that it be filled up and signed within a stated time by the occupant of such house or part of a house, or in his absence by some other member of the family, shall, as against the occupant, be a sufficient requirement so to fill up and sign the schedule, though the occupant is not named in the notice, or personally served therewith. R. S., c. 58, s. 23.

As against persons in offices or places of business.

2. The leaving by an enumerator or agent at the office or other place of business of any person or firm, or of any body corporate or politic, or the delivery by registered letter to any person, firm or body corporate or politic, or his or its agent, of any such schedule, having thereon a notice requiring that it be filled up and signed within a stated delay, shall as against the person, or the firm and the members thereof and each of them, or the body corporate or politic, be a sufficient requirement to fill up and sign the schedule, and if so required in the notice, to mail the schedule within a stated time to the Census and Statistics Office; and all the provisions of sections 33, 34, 35 and 36 of this Act relating to offences and penalties shall apply to this section.

Remuneration of persons employed under this Act.

41. The Minister shall cause to be prepared one or more tables, setting forth the rates of remuneration or allowances for the several census commissioners, enumerators, agents and other persons employed in the execution of this Act,—which may be a fixed sum, a rate per diem, or a scale of fees, together with allowances for expenses. R. S., c. 58, s. 24.

How and when payable.

42. Such remuneration or allowances shall be paid to the several persons entitled thereto, in such manner as the Governor in Council directs, but shall not be payable until the services required of the person receiving it have been faithfully and entirely performed.

Out of what moneys.

2. Such remuneration or allowances, and all expenses incurred in carrying this Act into effect, shall be paid out of such moneys as are provided by parliament for that purpose. R. S., c. 58, ss. 25, 26.

43. Appointments, employments or service under this Act shall not be subject to the statutory requirements affecting the Civil Service. R. S., c. 58, s. 27. Civil Service Acts not to apply.

44. The following chapters of the Revised Statutes are repealed: chapter 58, *The Census Act*; chapter 59, *An Act respecting Statistics;* and chapter 60, *An Act respecting Criminal Statistics.* Repeal of R.S.C., cc. 58, 59 and 60,

No. 5.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Census and Statistics.

First reading, January 17, 1905.

Mr. FISHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 6.] **BILL.** [1905.

An Act to amend the Steamboat Inspection Act, 1898.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1898, c. 46, s. 3 amended.

1. Subsection 1 of section 3 of *The Steamboat Inspection Act*, 1898, is amended by striking out the first seven lines down to and including the word "Act" and substituting therefor the following words:—"No steam yacht used exclusively for pleasure or private use without hire or remuneration of any kind, and no steamboat having an engine under five nominal horse power, shall be subject to the requirements of this Act."

Section 33 amended.

2. Subsection 12 of section 33 of the said Act is amended by striking out the words "an applicant" in the third line thereof and substituting therefor the following words:—"any fourth-class engineer."

Section 35 amended.

3. Subsection 1 of section 35 of the said Act is amended by striking out the words "or any freight steamboat of over one hundred and fifty tons gross" in the third and fourth lines thereof, and substituting therefor the following words:—"or on any steamboat having an engine of more than five nominal horse power other than a steam yacht used exclusively for pleasure or private use without hire or remuneration of any kind."

No. 6.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Steamboat Inspection Act, 1898.

First reading January 18, 1905.

MR. MCCARTHY.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 7.] **BILL.** [1905.

An Act respecting the Inspection and Sale of Seeds.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Seed Control Act*, 1905. Short title.

2. This Act shall come into operation on the first day of September, nineteen hundred and five. Commencement.

3. No person shall sell, or offer, expose or have in his possession for sale, for the purpose of seeding, any seeds of cereals, grasses, clovers or forage plants unless they are free from any seeds of the following weeds:—Wild Mustard or Charlock, (*Brassica Sinapistrum*, Boiss); Tumbling Mustard, (*Sisymbrium sinapistrum*, Crantz.); Hare's Ear Mustard, (*Coringia orientalis*, Dumort.); Ball Mustard, (*Neslia paniculata*, L. Desv.); Field Pennycress or Stinkweed, (*Thlaspi arvense*, L.); Wild Oats, (*Avena fatua*, L. and *avena strigosa*, Schreb.); Bindweed, (*Convolvulus arvensis*, L.); Perennial Sow-Thistle, (*Sonchus arvensis*, L.); Ragweed, (*Ambrosia artemisiaefolia*, L.); Great Ragweed, (*Ambrosia trifida*, L): Purple Cockle, (*Lychnis Githago*, Lam.); Cow Cockle, (*Vaccaria Vaccaria*, L.) Britton); Orange Hawkweed or Paint Brush, (*Hieracium aurantiacum*, L. and *Hieracium praealtum*, Vill.); Ergot of Rye, (*Claviceps purpurea*, Tul.), unless each and every receptacle, package, sack or bag containing such seeds, or a label securely attached thereto, is marked in a plain and indelible manner— Seeds to be free from seeds of certain weeds. Marks on packages.

(*a.*) with the full name and address of the seller; Seller's name and address.

(*b.*) with the name of the kind or kinds of seed; Kind of seed.

(*c.*) with the common name or names of the aforenamed weeds, the seeds of which are present in the seed sold or offered, exposed or had in possession for sale. Names of weeds.

2. The provisions contained in this section shall not apply to the sale of seed that is grown, sold and delivered by any farmer on his own premises, for seeding by the purchaser himself, unless the purchaser of the said seed obtains from the seller at the time of the sale thereof a certificate that the said seed is supplied to him subject to the provisions of this Act. Exception.

4. No person shall sell, or offer, expose or have in his possession for sale, any seeds of timothy, red clover, alsike, or any mixture containing the said seeds, in or from any receptacle, package, sack or bag upon which is marked "No. 1" or any other designation which represents such seeds as of first quality, unless they are free from the seeds of weeds named in Grades.

section 3 of this Act, and are also free from the seeds of White Cockle, (*Lychnis vespertina*, (Sibth.); Night-Flowering Catchfly, (*Silene noctiflora*, L.); False Flax, (*Camelina sativa*, Crantz.); Canada Thistle, (*Onicus arvensis*, Hoffm); Ox-eye, Daisy, *Chrysanthemum Leucanthemum*, L.); Curled Dock, (*Rumex Crispus*, L.); Blue Weed, (*Echium vulgare*, L.); Ribgrass, (*Plantago lanceolata*, L.); Chicory, (*Cichorium Intybus*, L.), and contain out of every one hundred seeds not less than ninety-nine seeds of the kind or kinds represented, or seeds of other useful and harmless grasses and clovers, of which ninety-nine seeds ninety seeds must be germinable.

Regulations by Governor in Council.

5. The Governor in Council may make regulations determining the maximum proportion of seeds of the weeds named in sections 3 and 4 of this Act, that may be tolerated in any seeds without affecting their character as being within the meaning of the said sections free from the seeds of the said weeds.

Proportion of prohibited seeds of weeds allowed.

6. No person shall sell, or offer, expose or have in his possession for sale, for the purpose of seeding in Canada, any seeds of timothy, alsike or red clover, or any mixture containing the said seeds, if the seeds of the weeds named in sections 3 and 4 of this Act are present in a greater proportion than five to one thousand of the seed sold, or offered, exposed or held in possession for sale.

Exemptions from Act.

7. The provisions contained in this Act shall not apply to—

(*a.*) any person growing or selling seeds for the purpose of food in respect of seed sold, or exposed or had in possession for sale, for such purpose;

(*b.*) any person selling seeds direct to merchants to be cleaned or graded before being offered for sale for the purpose of seeding in respect of seeds sold, or exposed or had in possession for sale, for such purpose;

(*c.*) seed that is held in storage for the purpose of being recleaned, and which has not been offered, exposed or held in possession for sale for the purpose of seeding.

Penalties.

8. Every person who, by himself or through the agency of another person, violates any of the provisions of sections 3, 4 and 5 of this Act shall, for each offence, upon summary conviction, be liable to a fine for the first offence not exceeding five dollars, and for each subsequent offence not exceeding twenty-five dollars, together with the costs of prosecution, for each receptacle, package, sack or bag in or from which seeds are sold, offered, exposed or had in possession for sale contrary to such provision; and in default of paying such fine and costs, shall be liable to imprisonment, for a term not exceeding one month, unless such fine and the costs of enforcing it are sooner paid.

Liability of purchaser in good faith.

2. Nevertheless, if the accused proves to the magistrate before whom he is tried that the package, sack, bag or receptacle containing the seed respecting which the complaint or information is laid, was purchased by him directly from a seed merchant domiciled in Canada, and was not opened, or the state of the seed was not altered, while it was in his posses-

sion, and he had no reason to believe that the seed did not comply with the provisions of this Act, he shall, upon disclosing the name of the person from whom he purchased the seed, and the place and date of the sale thereof, to him, not be liable beyond the costs of prosecution.

Report by magistrate.

3. Every magistrate who has disposed of any case under the foregoing subsection shall, within one month from the date of his judgment therein, send to the Minister of Agriculture a report of the case, giving the name of the accused, the name of the person who sold the seed to him, and the date and place of such sale.

Who shall be *prima facie* liable.

9. The person on whose behalf any seed is sold, offered, exposed, or had in possession for sale, contrary to the provisions of the foregoing sections of this Act, shall be *prima facie* liable for the violation of this Act.

Examination of seeds.

10. Any person charged with the enforcement of this Act may enter upon any premises to make any examination of any seeds, receptacles, packages, sacks or bags of seeds, whether such seeds, receptacles, packages, sacks or bags of seeds are on the premises of the owner, or on other premises, or in the possession of a railway or steamship company, and may take any samples of the said seeds from any receptacle, package, sack or bag, for which samples the owner of the seed shall be paid in accordance with the amount of seed thus taken and its current value; and any person who obstructs or refuses to permit the making of any such examination, or the taking of any such samples of seeds, shall, upon summary conviction, be liable to a penalty not exceeding five hundred dollars and not less than twenty-five dollars, together with the costs of prosecution, and in default of payment of the said penalty and costs, shall be liable to imprisonment for a term not exceeding six months, unless the said penalty and costs are sooner paid.

Payment of samples.

Penalty for preventing examination.

Samples to be sent to official seed analyst.

11. Any inspector, informant or complainant who finds or suspects seeds to be sold, or offered, exposed or had in possession for sale for the purpose of seeding in violation of the provisions of this Act, shall take a sample from the said seeds and forward it to such person as the Governor in Council appoints as an official seed analyst to examine and report upon any seed submitted for analysis under the provisions of this Act.

To be taken in presence of seller or two witnesses.

12. Any sample of seed taken for official analysis under the provisions of this Act shall be taken in the presence of—

(*a.*) the person who sold or offered, exposed or had in his possession for sale the said seeds, or

(*b.*) two impartial or non-interested witnesses, and—

Certificate to accompany samples.

in accordance with the rules for seed testing prescribed by the Minister of Agriculture and shall be inclosed in a sealed package together with a certified statement of the inspector, informant or complainant, which shall include the name and address of the person who sold, or offered, exposed or had in his possession for sale, the seeds from which the said sample was taken, the manner in which the receptacle, package, sack or bag was marked, and the section or sections of this Act in

violation of which the said seeds were found or suspected to be sold or offered, exposed or had in possession for sale.

Samples to be sent within seven days.

13. Any sample of seeds taken from any seed which are found or suspected to be sold in violation of the provisions of this Act shall be taken and forwarded to an official seed analyst—

(*a*) from seeds that are sold in sealed packages, sacks, bags or receptacles, at the time of the breaking of the seal thereon: and

(*b*) from seeds that are not sold in sealed packages, sacks, bags or receptacles, within seven days from the date on which the seeds entered into the personal possession and became the property of the purchaser.

Analysis and certificate.

14. It shall be the duty of any official seed analyst to examine any seeds sent to him in accordance with the provisions of this Act, by following the methods for testing seeds prescribed by the Minister of Agriculture, and to send one certificate of analysis of the said seeds to the inspector, informant or complainant from whom they were received, and one certificate to the seller of the said seeds, and to place one certificate on file in the Department of Agriculture.

Certificate as evidence.

15. The certificate of analysis of any official seed analyst on any sample of seeds forwarded to him under this Act shall be accepted as evidence in any prosecution of any person charged with having sold or offered, exposed or had in his possession for sale, in violation of the provisions of this Act, seeds from which the sample purports to have been taken, or of any person from whom such person purchased the seeds.

Place of offence.

16. In any complaint, information or conviction under this Act, the matter complained of may be declared, and shall be held to have arisen, within the meaning of Part LVIII. of *The Criminal Code*, 1892, at the place where the seed was sold or offered, exposed or had in possession for sale.

Regulations by Governor in Council.

17. The Governor in Council may make such regulations as he considers necessary in order to secure the efficient enforcement and operation of this Act; and may by such regulations impose penalties not exceeding fifty dollars on any person offending against them, to be recoverable on summary conviction; and the regulations so made shall be in force from the date of their publication in *The Canada Gazette* or from such other date as is specified in the proclamation in that behalf.

Time for prosecution limited.

18. Any prosecution under this Act or under any regulation made thereunder may be commenced within twelve months from the time when the matter of complaint or information arose, and not later.

No. 7.

1st Session, 10th Parliament, 4-5 Edward VII., 19

BILL.

An Act respecting the Inspection and Sale of Seeds.

First reading, January 19, 1905.

MR. FISHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 7.] **BILL.** [1905.

An Act respecting the Inspection and Sale of Seeds.

(Reprinted as amended in Committee of the Whole.)

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Seed Control Act*, 1905. Short title.

2. This Act shall come into operation on the first day of September, nineteen hundred and five. Commencement.

3. No person shall sell, or offer, expose or have in his possession for sale, for the purpose of seeding, any seeds of cereals, grasses, clovers or forage plants unless they are free from any seeds of the following weeds:—Wild Mustard or Charlock, (*Brassica Sinapistrum*, Boiss); Tumbling Mustard, (*Sisymbrium sinapistrum*, Crantz.); Hare's Ear Mustard, (*Coringia orientalis*, Dumort.); Ball Mustard, (*Neslia paniculata*, L. Desv.); Field Pennycress or Stinkweed, (*Thlaspi arvense*, L.); Wild Oats, (*Avena fatua*, L. and *avena strigosa*, Schreb.); Bindweed, (*Convolvulus arvensis*, L.); Perennial Sow-Thistle, (*Sonchus arvensis*, L.); Ragweed, (*Ambrosia artemisiaefolia*, L.); Great Ragweed, (*Ambrosia trifida*, L): Purple Cockle, (*Lychnis Githago*, Lam.); Cow Cockle, (*Vaccaria Vaccaria*, L.) Britton); Orange Hawkweed or Paint Brush, (*Hieracium aurantiacum*, L. and *Hieracium praealtum*, Vill.); Ergot of Rye, (*Claviceps purpurea*, Tul.), unless each and every receptacle, package, sack or bag containing such seeds, or a label securely attached thereto, is marked in a plain and indelible manner— Seeds to be free from seeds of certain weeds. Marks on packages.

(*a.*) with the full name and address of the seller; Seller's name and address.

(*b.*) with the name of the kind or kinds of seed; Kind of seed.

(*c.*) with the common name or names of the aforenamed weeds, the seeds of which are present in the seed sold or offered, exposed or had in possession for sale. Names of weeds.

2. The provisions contained in this section shall not apply to the sale of seed that is grown, sold and delivered by any farmer on his own premises, for seeding by the purchaser himself, unless the purchaser of the said seed obtains from the seller at the time of the sale thereof a certificate that the said seed is supplied to him subject to the provisions of this Act. Exception.

4. No person shall sell, or offer, expose or have in his possession for sale, any seeds of timothy, red clover, alsike, or any mixture containing the said seeds, in or from any receptacle, package, sack or bag upon which is marked "No. 1" or any other designation which represents such seeds as of first quality, unless they are free from the seeds of weeds named in Grades.

section 3 of this Act, and are also free from the seeds of White Cockle, (*Lychnis vespertina*, (Sibth.); Night-Flowering Catchfly, (*Silene noctiflora*, L.); False Flax, (*Camelina sativa*, Crantz.); Canada Thistle, (*Onicus arvensis*, Hoffm.); Ox-eye, Daisy, (*Chrysanthemum Leucanthemum*, L.); Curled Dock, (*Rumex Crispus*, L.); Blue Weed, (*Echium vulgare*, L.); Ribgrass, (*Plantago lanceolata*, L.); Chicory, (*Cichorium Intybus*, L.), and contain out of every one hundred seeds not less than ninety-nine seeds of the kind or kinds represented, or seeds of other useful and harmless grasses and clovers, of which ninety-nine seeds ninety seeds must be germinable.

Regulations by Governor in Council.

5. The Governor in Council may make regulations determining the maximum proportion of seeds of the weeds named in sections 3 and 4 of this Act, that may be tolerated in any seeds without affecting their character as being within the meaning of the said sections free from the seeds of the said weeds.

Proportion of prohibited seeds of weeds allowed.

6. No person shall sell, or offer, expose or have in his possession for sale, for the purpose of seeding in Canada, any seeds of timothy, alsike or red clover, or any mixture containing the said seeds, if the seeds of the weeds named in sections 3 and 4 of this Act are present in a greater proportion than five to one thousand of the seed sold, or offered, exposed or held in possession for sale.

Exemptions from Act.

7. The provisions contained in this Act shall not apply to—

(*a.*) any person growing or selling seeds for the purpose of food in respect of seed sold, or exposed or had in possession for sale, for such purpose;

(*b.*) any person selling seeds direct to merchants to be cleaned or graded before being offered for sale for the purpose of seeding in respect of seeds sold, or exposed or had in possession for sale, for such purpose;

(*c.*) seed that is held in storage for the purpose of being recleaned, and which has not been offered, exposed or held in possession for sale for the purpose of seeding;

(*d.*) seed marked "screenings" and held or sold for export only.

Penalties.

8. Every person who, by himself or through the agency of another person, violates any of the provisions of sections 3, 4 and 6 of this Act shall, for each offence, upon summary conviction, be liable to a fine for the first offence not exceeding one dollar, and for each subsequent offence not exceeding five dollars, together with the costs of prosecution, for each receptacle, package, sack or bag in or from which seeds are sold, offered, exposed or had in possession for sale contrary to such provision; provided that the total amount of the fine shall not exceed, in the case of a first offence, five dollars, and in the case of a subsequent offence, twenty-five dollars, and in default of paying such fine and costs, shall be liable to imprisonment, for a term not exceeding one month, unless such fine and the costs of enforcing it are sooner paid.

Liability of purchaser in good faith.

2. Nevertheless, if the accused proves to the magistrate before whom he is tried that the package, sack, bag or

receptacle containing the seed respecting which the complaint or information is laid, was purchased by him directly from a seed merchant domiciled in Canada, and was not opened, or the state of the seed was not altered, while it was in his possession, and he had no reason to believe that the seed did not comply with the provisions of this Act, he shall, upon disclosing the name of the person from whom he purchased the seed, and the place and date of the sale thereof, to him, not be liable beyond the costs of prosecution.

Report by magistrate.

3. Every magistrate who has disposed of any case under the foregoing subsection shall, within one month from the date of his judgment therein, send to the Minister of Agriculture a report of the case, giving the name of the accused, the name of the person who sold the seed to him, and the date and place of such sale.

Who shall be *prima facie* liable.

9. The person on whose behalf any seed is sold, offered, exposed, or had in possession for sale, contrary to the provisions of the foregoing sections of this Act, shall be *prima facie* liable for the violation of this Act.

Examination of seeds.

10. Any person charged with the enforcement of this Act may enter upon any premises to make any examination of any seeds, receptacles, packages, sacks or bags of seeds, with respect to which he has reason to believe that any provision of this Act is being violated, whether such seeds, receptacles, packages, sacks or bags of seeds are on the premises of the owner, or on other premises, or in the possession of a railway or steamship company, and may take any samples of the said seeds from any receptacle, package, sack or bag, for which samples the owner of the seed shall be paid in accordance with the amount of seed thus taken and its current value; and any person who obstructs or refuses to permit the making of any such examination, or the taking of any such samples of seeds, shall, upon summary conviction, be liable to a penalty not exceeding five hundred dollars and not less than twenty-five dollars, together with the costs of prosecution, and in default of payment of the said penalty and costs, shall be liable to imprisonment for a term not exceeding six months, unless the said penalty and costs are sooner paid.

Payment of samples.

Penalty for preventing examination.

Samples to be sent to official seed analyst.

11. Any inspector, informant or complainant who finds or has good reason to suspect seeds to be sold, or offered, exposed or had in possession for sale for the purpose of seeding in violation of the provisions of this Act, shall take a sample from the said seeds and forward it to such person as the Governor in Council appoints as an official seed analyst to examine and report upon any seed submitted for analysis under the provisions of this Act.

To be taken in presence of seller or two witnesses.

12. Any sample of seed taken for official analysis under the provisions of this Act shall be taken in the presence of—

(*a.*) the person who sold or offered, exposed or had in his possession for sale the said seeds, or

(*b.*) two impartial or non-interested witnesses, and—

Certificate to accompany samples.

in accordance with the rules for seed testing prescribed by the Minister of Agriculture and shall be inclosed in a sealed

package together with a certified statement of the inspector, informant or complainant, which shall include the name and address of the person who sold, or offered, exposed or had in his possession for sale, the seeds from which the said sample was taken, the manner in which the receptacle, package, sack or bag was marked, and the section or sections of this Act in violation of which the said seeds were found or suspected to be sold or offered, exposed or had in possession for sale.

Samples to be sent within seven days.

13. Any sample of seeds taken from any seed which are found or suspected to be sold in violation of the provisions of this Act shall be taken and forwarded to an official seed analyst—

(*a*) from seeds that are sold in sealed packages, sacks, bags or receptacles, at the time of the breaking of the seal thereon: and

(*b*) from seeds that are not sold in sealed packages, sacks, bags or receptacles, within seven days from the date on which the seeds entered into the personal possession and became the property of the purchaser.

Analysis and certificate.

14. It shall be the duty of any official seed analyst to examine any seeds sent to him in accordance with the provisions of this Act, by following the methods for testing seeds prescribed by the Minister of Agriculture, and to send one certificate of analysis of the said seeds to the inspector, informant or complainant from whom they were received, and one certificate to the seller of the said seeds, and to place one certificate on file in the Department of Agriculture.

Certificate as evidence.

15. The certificate of analysis of any official seed analyst on any sample of seeds forwarded to him under this Act shall be accepted as evidence in any prosecution of any person charged with having sold or offered, exposed or had in his possession for sale, in violation of the provisions of this Act, seeds from which the sample purports to have been taken, or of any person from whom such person purchased the seeds.

Place of offence.

16. In any complaint, information or conviction under this Act, the matter complained of may be declared, and shall be held to have arisen, within the meaning of Part LVIII. of *The Criminal Code*, 1892, at the place where the seed was sold or offered, exposed or had in possession for sale.

Regulations by Governor in Council.

17. The Governor in Council may make such regulations as he considers necessary in order to secure the efficient enforcement and operation of this Act; and may by such regulations impose penalties not exceeding fifty dollars on any person offending against them, to be recoverable on summary conviction; and the regulations so made shall be in force from the date of their publication in *The Canada Gazette* or from such other date as is specified in the proclamation in that behalf.

Time for prosecution limited.

18. Any prosecution against any person, pursuant to a report made to the Minister of Agriculture respecting that person, under subsection 3 of section 8 of this Act may be commenced within twelve months from the time when the matter of complaint or information arose, and not later.

No. 7.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Inspection and Sale of Seeds.

(Reprinted as amended in Committee of the Whole.)

MR. FISHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 8.] **BILL.** [1905.

An Act to amend the Mounted Police Act, 1894.

HIS Majesty, by and with the advice and consent of the Senate and the House of Commons of Canada, enacts as follows:—

1. Section 14 of *The Mounted Police Act*, 1894, as amended by section 4 of chapter 21 of the statutes of 1902, is repealed, and the following is substituted therefor:— 1894, c. 27, new s. 14.

"**14.** The Governor in Council may, from time to time, fix the sums to be paid to the commissioner and other members of the force, regard being had to the number of constables, from time to time, actually organized and enrolled, and the consequent responsibility attaching to their offices respectively, and to the nature of the duty or service and amount of labour devolving upon them: but such sums shall not exceed the amounts following, that is to say;— Pay of the force.

Commissioner of police, per annum.....	$3,000
Assistant commissioners "	2,000
Superintendents "	1,800
Inspectors "	1,400
Surgeons and assistant surgeons, per annum.	1,800
Veterinary surgeons " ...	1,400
Four staff sergeants, per diem.....	2 00
Other staff sergeants "	1 75
Other non-commissioned officers, per diem.	1 25
Constables " ...	1 00
Special constables and scouts " ...	1 50
Buglers under eighteen years of age " ...	0 50
Working pay to artisans " ...	0 75

"2. The Governor in Council may authorize extra pay and allowances to be paid to members of the force serving in the Yukon Territory or the unorganized portions of the North-west Territories." Extra pay for service in Yukon, etc.

No. 8.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL,

An Act to amend the Mounted Police Act, 1894.

First reading, January 23, 1905.

SIR WILFRID LAURIER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 9.] **BILL.** [1905.

An Act to amend the Dominion Elections Act, 1900.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The section substituted by section 1 of chapter 19 of the statutes of 1903 for section 112 of *The Dominion Elections Act*, 1900, is amended by adding thereto the following subsection:— 1900, c. 12, s. 112 amended.

"3. Every one who, being an employer of labour, for hire or reward (including any director, manager, superintendent, foreman or other officer of any incorporated company) directly or indirectly, by himself or by any other person on his behalf, solicits, canvasses, or in any way attempts to influence any person in his employment or in the employment of any incorporated company whereof such person is an officer, to vote or refrain from voting for any candidate, shall be deemed to have committed the offence of undue influence, and shall, in addition to any penalty thereby incurred, forfeit the sum of two hundred dollars, to any person who sues therefor, with costs." Undue influence by employer.

No. 9.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Dominion Elections Act, 1900.

First reading, January 30, 1905.

Mr. GUTHRIE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 10.] **BILL.** [1905.

An Act respecting Labour Union Labels.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. In this Act, unless the context otherwise requires,— Interpretation.

(*a.*) The expression "labour union" means any and every association of workingmen or of workingwomen, or of workingmen and workingwomen. "Labour union."

(*b.*) The expression "label" means a label, term, design, word, letter, emblem, figure, sign, seal, stamp, diagram, ticket, device or form of advertisement registered in accordance with the provisions of this Act. "Label."

(*c.*) The expression "Minister" means the Minister of Agriculture, and does not include the Deputy Minister unless herein so expressly provided. "Minister."

2. Every labour union which before the passing of this Act, has adopted or used, or which hereafter adopts or uses a label to designate, make known or distinguish any goods, wares, merchandise or other product of labour as having been made, manufactured, produced, prepared, packed, handled or put on sale by such labour union, or by a member or members thereof, may register such label in the Department of Agriculture, by leaving two copies, counterparts or facsimiles thereof with the Minister, or his deputy, along with one application for the registration of the label, and by filing therewith a declaration made by the president, secretary or other officer of such labour union, specifying the name of the labour union on behalf of which such label is being registered, the class of merchandise and a description of the goods to which it has been or is intended to be appropriated, and stating that, to the best of his knowledge, information and belief, the labour union on behalf of which the application for registration is being made has the right to the use of the same, that no other person, firm, labour union, association or corporation has the right to such use, either in the identical form or in any such near resemblance thereto as may be calculated to deceive, and that the facsimiles or counterparts are true and correct; and, thereafter such labour union shall have the exclusive right to use such label for the purpose aforesaid. Registration of label. Declaration to be made. Exclusive right to use label.

2. The Deputy Minister shall deliver to the labour union so registering as aforesaid a certificate of such registration to the effect that such label has been duly registered in accordance with the provisions of this Act, and such certificate shall have attached to or incorporated with it a copy, counterpart or fac- Certificate of registration. Contents.

simile of such label, and shall also set forth the day, month and year of the entry thereof in the proper register, the name of the labour union registering such label, the number of such label and the number or letter employed to denote or correspond to the registration; and such certificate in the absence of proof to the contrary, shall be sufficient proof in all Courts in Canada of the label, of its adoption by the labour union, of the name of the labour union, of the registration, of the commencement and term of registry, of the labour union named being the owner or proprietor of the label, and of compliance with the provisions of this Act; and, generally, the writing purporting to be so signed shall be received as *primâ facie* evidence of the facts therein stated without proof of the signature of the officer signing the same.

Effect as evidence.

Duplicate certificate to be supplied.

3. The Deputy Minister shall deliver to the labour union so registering or causing to be so registered as many duly attested certificates as such labour union may apply for on payment of the fees hereinafter provided for.

Misleading labels not to be registered.

4. The Deputy Minister shall not record for any person, firm, labour union, association or corporation any label that might, possibly, be mistaken for one already registered by or on behalf of any labour union.

Appeal from Deputy Minister.

3. Where the Deputy Minister refuses to register a label under this Act, an appeal may, in such case, be taken by the labour union aggrieved to the Minister, whose decision shall be final.

Concellation of label.

4. Any labour union that has registered a label may petition for the cancellation of the same, and the Deputy Minister on receiving such petition may cause the said label to be so cancelled, and the same shall be considered void and of no effect after such cancellation.

Transfer of right to label.

2. Every such labour union may, if at any time it becomes merged in or affiliated with any other labour union, serve the Deputy Minister with notice of the fact and of its desire to have the label which has been registered in its name transferred to the name of such other labour union, and such transfer shall be made accordingly and such transferee shall have all and the same rights as the labour union that first registered uch label.

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Duration of right to label.

5. The exclusive right acquired for a label, when registered, shall be valid for the term of twenty-five years, but may be renewed before the expiration of the said term, by the labour union which has registered the same or by its transferee, for another term of twenty-five years, and so on from time to time; but every such renewal shall be registered before the expiration of the current term of twenty-five years.

Renewal.

Registration of renewal.

Union's consent to use of label.

6. If in any case the consent of the labour union registering such label is or has been given to the user thereof, the subsequent withdrawal of such consent shall have no effect, so far as anything done under the prior consent is concerned.

7. It shall be unlawful for any person, firm, labour union, association or corporation, other than the labour union registering such label, unless with the consent of such labour union,— Offences.

(*a.*) to mark any goods or any articles of any description whatever with any such label or with any part thereof, whether by applying such label or any part thereof to the article itself or to any package or thing containing such article or by using any package or thing so marked which has been used by the labour union which has registered such label; or Unauthorized use of label.

(*b.*) to knowingly sell, offer for sale or dispose of any article marked with such label or any part thereof; or Sale of goods labeled without authority.

(*c.*) to counterfeit or imitate any such label; or

(*d.*) to sell, offer for sale or dispose of, or in any way utter or circulate any counterfeit or imitation of any such label; or Counterfeiting.

(*e.*) to keep or have in his possession with intent that the same shall be sold or disposed of, any goods, wares, merchandise, or other product of labour to which or on which any such counterfeit or imitation is printed, painted, stamped, impressed or otherwise displayed; or Selling, etc., counterfeit labels. Having possession of goods marked with counterfeit label.

(*f.*) to knowingly sell, offer for sale or dispose of any goods, wares, merchandise or other product of labour contained in any box, case, can or package to which or on which any such counterfeit or imitation is attached, fixed, painted, printed, stamped, impressed or displayed; or Selling, etc., goods in packages marked with counterfeit label.

(*g.*) to procure either for himself or on behalf of any other person, firm, labour union, association or corporation, the registering of any label under the provisions of this Act by making any false or fraudulent representation or declaration verbally or in writing or by any fraudulent means whatever; or Procuring registration by false representations, etc.

(*h.*) to use or display the genuine label of any such labour union which has registered the same as required by this Act in any manner not authorized by such labour union; or Using label in unauthorized way.

(*i.*) to use the name or seal of any such labour union or officer thereof in and about the sale of goods or otherwise not being authorized to so use the same by such labour union; or Using name of labour union, etc., without authority.

(*j.*) to make any die, block, machine or other instrument for the purpose of forging or being used for forging a label; or Making instruments for forging label.

(*k.*) to dispose of or have in his possession any die, block, machine or other instrument for the purpose of forging a label; or Disposal or possession of such instruments.

(*l.*) to cause any of such things to be done. Procuring above offences.

8. Every person, firm, labour union, association or corporation contravening the provisions or any of the provisions of the next preceding section shall be guilty of an offence and liable, for each such offence on summary conviction, to a fine not exceeding five hundred dollars or to imprisonment for a period not exceeding one year or to both fine and imprisonment; and such fine may be levied by warrant of distress under the hand and seal of the magistrate and shall be paid to the labour union which has registered such label, together with the costs incurred in enforcing and recovering the same. Penalties. Recovery. To be paid to labour union.

2. Every complaint under this section may be made by a member of the labour union which has registered the label as in this Act provided. Who may be complainant.

Right to maintain civil action.

9. An action or suit may be maintained in any Court of Record having jurisdiction to the amount claimed, by any labour union, or by a member or members of such labour union, which has complied with the provisions of this Act as to registration, against any person, firm, labour union, association or corporation contravening the provisions or any of the provisions of this Act.

No action to lie against labour union except for purposes of Act.

10. Nothing in this Act contained shall enable any suit, action, garnishee, interpleader or other proceeding to be brought, had or maintained against a labour union, except for the purposes of this Act.

Procedure for issue of search warrant.

11. When complaint in writing, verified by affidavit, is made to any court or officer having authority to issue search warrants, showing that complainant has reason to believe that counterfeits or imitations of any label registered as in this Act provided, or tools, cuts, plates, dies, blocks, machinery or materials prepared or provided for the making of such counterfeits or imitations, are concealed in any building, receptacle or place, (particularly describing the same), such court or officer shall, if satisfied that there is reasonable cause for such belief, issue a warrant to search such building, receptacle or place for the articles described in the complaint.

Form of search warrant.

1892, c. 29.

12. Search warrants issued under this Act shall be in the form prescribed by *The Criminal Code*, 1892, so far as such form is applicable, and shall be directed to and be served and returned by the same officers in the same manner as search warrants in other cases in the said Code provided for; and the proceedings and practice after such return shall conform as nearly as may be to the practice and proceedings in regard to search warrants in such other cases.

Label not to be attached without consent of owner of goods.

13. Notwithstanding anything in this Act contained no label shall be put or placed upon any goods, wares, merchandise or other product of labour without the consent of the owner or proprietor of such goods, wares, merchandise or other product of labour first had and obtained.

No. 10.

1st Session, 10th Parliament, 4-5 Edward

BILL.

An Act respecting Labour Union

First reading, January 30, 1

Mr. Smith,
(Nan

OTTAWA
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1905

No. 11.] **BILL.** [1905.

An Act respecting the Columbia and Western Railway Company.

WHEREAS the Columbia and Western Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. B.C., 1896, c. 54. 1898, c. 61; 1899, c. 63; 1901, c. 56.

1. The Columbia and Western Railway Company may, within five years after the passing of this Act, construct and complete the railways which it has been authorized to construct; provided that as to so much thereof as is not constructed within that period the powers of the said company shall cease and determine. Time for construction of railways extended.

No. 11.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Columbia and Western Railway Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. GALLIHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 12.] **BILL.** [1905.

An Act respecting the Ottawa Electric Company.

Preamble.

1894, c. 111.

WHEREAS the Ottawa Electric Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

New section 3.

Capital stock.

1. Section 3 of chapter 111 of the statutes of 1894 is repealed, and the following is substituted therefor:—

"**3.** The capital stock of the Company shall be one million five hundred thousand dollars, divided into shares of one hundred dollars each."

Section 7 amended.

Shares in other companies.

2. Paragraph (*d*) of section 7 of the said Act is amended by striking out all the words after the word "Company" in the third line thereof.

Section 12 amended.

Borrowing powers.

3. Section 12 of the said Act is amended by striking out the word "fifty" in the seventh line thereof and substituting therefor the words "seventy five."

Section 13 amended.

Borrowing powers.

4. Section 13 of the said Act is amended by striking out the words "twenty five" in the tenth line thereof and substituting therefor the word "fifty."

No. 12.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Ottawa Electric Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. GALLIHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 13.] **BILL.** [1905.

An Act respecting the Atlantic, Quebec and Western Railway Company.

Preamble.

WHEREAS the Atlantic, Quebec and Western Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Que., 1901, c. 63.
1903, c. 81; 1904, c. 46.

1903, c. 81, s. 4 amended.

1. Subsection 2 of section 4 of chapter 81 of the statutes of 1903 is repealed, and the following is substituted therefor:—

Time for construction.

"2. The line described in paragraph (*b*) of subsection 1 of this section shall be constructed to Port Daniel within three years, and both lines shall be completed within five years, after the passing of this Act. In default of compliance with the provisions of this subsection, the powers of construction granted by this Act shall be void as to so much of the said lines as then remains uncompleted."

1904, c. 46, repealed.

2. Chapter 46 of the statutes of 1904 is repealed.

No. 13.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Atlantic, Quebec and Western Railway Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. GAUVREAU.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 14.] **BILL.** [1905.

An Act respecting the Molson's Bank.

WHEREAS the Molson's Bank has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1855, c. 202; 1863, c. 42; 1871, c. 5, sch.

1. The capital stock of the Molson's Bank, which is now divided into shares of fifty dollars each, is hereby re-divided into shares of one hundred dollars each, and each present shareholder shall be entitled to have allotted to him one share of one hundred dollars for every two shares of fifty dollars which he now holds, or to which he is entitled, in the capital stock of the said bank, but in the case of any person holding only one share of fifty dollars, or an odd number of shares of fifty dollars each, the said bank shall pay to every such holder the full market value in cash of such single share or odd share, as the case may be, and such payment shall operate as an extinguishment of the right of such holder to such single or odd share. Redivision of capital stock.

2. The shares of one hundred dollars each which thus remain after allotting to each shareholder one share of one hundred dollars for every two shares of fifty dollars each held by him, may be offered by the said bank for subscription by the public. Subscription for shares.

3. In order to carry into effect the provisions of this Act, the directors may call in any outstanding certificates of stock and issue new certificates in the place thereof. New certificates of stock.

No. 14.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Molson's Bank.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. AMES.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 15.] **BILL.** [1905.

An Act to incorporate the St. Mary's and Western Ontario Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. J. M. Adam, T. O. Robson, F. E. Butcher, P. S. Armstrong, James Chalmers, R. S. Box, R. W. Dillon, all of the town of St. Mary's and J. A. Rollins, J. W. Taylor and T. B. Carling, all of the village of Exeter, in the county of Huron, together with such persons as become shareholders in the company, are incorporated under the name of "The St. Mary's and Western Ontario Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada. Declaratory.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

4. The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

5. The head office of the Company shall be in the town of St. Mary's. Head office.

6. The annual meeting of the shareholders shall be held on the first Tuesday in September. Annual meeting.

7. The number of directors shall be not less than seven nor more than twelve, one or more of whom may be paid directors. Number of directors.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from some point on the Canadian Pacific Railway between the city of Woodstock, in the county of Oxford, and the city of London, in the county of Middlesex, in a northerly direction to a point in or near the town of St. Mary's, thence in a westerly direction to a point in or near the village of Exeter, in the county of Huron, thence in a southerly and westerly direction to a point on the St. Clair River in or near the town of Sarnia, in the county of Lambton. Line of railway described.

Issue of securities.

9. The securities issued by the Company shall not exceed twenty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreement with another company.

10. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Canadian Pacific Railway Company.

Powers of Company.

11. The Company may, for the purpose of its railway undertaking and in connection with its railway business, —

(*a.*) carry on the business of navigation on the navigable bays, lakes and rivers adjacent to its line of railway, and acquire and use steam and other vessels for the transportation of passengers and freight, and dispose thereof;

(*b.*) acquire, construct and operate docks and elevators;

(*c.*) acquire water powers for the generation of electricity, and operate electrical works for the transmission of power necessary for the operation of its railway, and utilize them for the purpose of heating and lighting, and may dispose of power not required for its undertaking.

Docks, hotels, etc.

12. The Company may, in connection with its railway and for the purpose of its business, construct, acquire, operate and maintain wharfs, docks, elevators, warehouses and hotels at any points along its railway.

No. 15.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the St. Mary's and Western Ontario Railway Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. MCINTYRE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 16.] **BILL.** [1905.

An Act respecting certain patents of the Canada Car Company, Limited.

Preamble.

WHEREAS the Canada Car Company, Limited, is the registered owner of certain patents issued under the seal of the Patent Office, namely: number thirty-six thousand and ninety, dated the ninth day of March, one thousand eight hundred and ninety-one, on bearing plates for trucks, known as centre-plates and bolster-beam journals; number thirty-six thousand and ninety-one, dated the ninth day of March, one thousand eight hundred and ninety-one, on beams for cars and moving vehicles, known as brake-beams; number thirty-six thousand two hundred and forty-four, dated the twenty-eight day of March, one thousand eight hundred and ninety-one, on smoke box, front door, and number plates for locomotives; number thirty-six thousand two hundred and fifty-seven, dated the first day of April, one thousand eight hundred and ninety-one, on trucks and connecting parts for passenger and other cars; number thirty-six thousand two hundred and fifty-eight, dated the first day of April, one thousand eight hundred and ninety-one, on beams for cars and moving vehicles, known as bolster-beams; number thirty-seven thousand five hundred and thirty-nine, dated the fifth day of October, one thousand eight hundred and ninety-one, on centre bearing plate; number forty thousand eight hundred and seven, dated the twenty-eighth day of October, one thousand eight hundred and ninety-two, on trucks; number fifty-six thousand and sixty-seven, dated the first day of June, one thousand eight hundred and ninety-seven, on axle-box manufacture and apparatus; number sixty-four thousand nine hundred and eighty-eight, dated the eighteenth day of November, one thousand eight hundred and ninety-nine, on truck bolsters; number sixty-seven thousand two hundred and seventy-eight, dated the tenth day of May, one thousand nine hundred, on gondola and other cars; number sixty-seven thousand three hundred and eight, dated the twelfth day of May, one thousand nine hundred, on hopper-bottom cars; number sixty-seven thousand three hundred and nine, dated the twelfth day of May, one thousand nine hundred, on hopper-bottom cars; number sixty-seven thousand three hundred and ten, dated the twelfth day of May, one thousand nine hundred, on metallic cars; number sixty-seven thousand three hundred and twenty-one, dated the fourteenth day of May, one thousand nine hundred, on an improvement in the construction of cars; number sixty-seven thousand four hundred and thirty-four, dated the twenty-first day of May, one thousand nine hundred, on brake-beams; number sixty-seven thousand nine hundred and ninety-seven, dated the fifth day of

July, one thousand nine hundred, on under-frames for railway cars; number seventy-one thousand four hundred and fifty-three, dated the twenty-first day of May, one thousand nine hundred and one, on metallic cars; number eighty-five thousand one hundred and ninety-nine, dated the second day of February, one thousand nine hundred and four, on an improvement in car frame; number eighty-six thousand seven hundred and twenty-three, dated the twenty-sixth day of April, one thousand nine hundred and four, on steel passenger cars; number eighty-seven thousand three hundred and ninety-one, dated the twenty-fourth day of April, one thousand nine hundred and four, on bolsters; number eighty-eight thousand one hundred and fifty, dated the fifth day of July, one thousand nine hundred and four, on a pneumatic holder-on, and number ninety thousand and seven, dated the fifteenth day of November, one thousand nine hundred and four, on end-stakes for cars; and whereas the said company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Commissioner of Patents may extend time for importation.

1. Notwithstanding anything in *The Patent Act*, as amended by chapter 46 of the statutes of 1903, or in the patents mentioned in the preamble, the Commissioner of Patents may grant to the Canada Car Company, Limited, or its legal representatives or assigns, an extension of time up to the end of the year, one thousand nine hundred and seven, and beyond the period limited by sections 4 and 6 of the said Act to amend *The Patent Act*, during which it or they may import or cause to be imported into Canada the inventions covered by the above-recited patents; and the want of construction or manufacture of the inventions, the subject-matter of the said patents, in the past and during the period granted by this Act, in Canada, and any importations of the said patented inventions heretofore or during the said period granted by this Act, shall in no wise cause forfeiture of any rights acquired under the said patents.

R.S.C., c. 61, 1903, c. 46.

No. 16.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act respecting certain patents of the Canada Car Company, Limited.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. BICKERDIKE

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 17.] **BILL.** [1905.

An Act respecting certain patents of the Goodwin Car Company.

Preamble.

WHEREAS the Goodwin Car Company is the registered owner of certain patents issued under the seal of the Patent Office, namely: number fifty-nine thousand nine hundred and sixty-two, dated the tenth day of May, one thousand eight hundred and ninety-eight, for improvements in dumping vehicles, and number seventy-one thousand eight hundred and nine, dated the eighteenth day of June, one thousand nine hundred and one, for improvements in dumping scows or vehicles; and whereas the said company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Commissioner of Patents may extend time for importation.

1. Notwithstanding anything in *The Patent Act*, as amended by chapter 46 of the statutes of 1903, or in the patents mentioned in the preamble, the Commissioner of Patents may grant to the Goodwin Car Company, or its legal representatives or assigns, an extension of time up to the end of the year one thousand nine hundred and seven, and beyond the period limited by sections 4 and 6 of the said Act to amend *The Patent Act*, during which it or they may import or cause to be imported into Canada the inventions covered by the above-recited patents; and the want of construction or manufacture of the inventions the subject-matter of the said patents, in the past and during the period granted by this Act, in Canada, and any importations of the said patented inventions heretofore or during the said period granted by this Act, shall in no wise cause forfeiture of any rights acquired under the said patents.

R.S.C., c. 61; 1903, c. 46.

No. 17.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting certain patents of the Goodwin Car Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. BICKERDIKE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 18.] **BILL.** [1905.

An Act respecting the Ottawa, Northern and Western Railway Company.

Preamble.

WHEREAS the two railway companies formerly known as the Ottawa, Northern and Western Railway Company and the Pontiac Pacific Junction Railway Company have been amalgamated under the name of "The Ottawa, Northern and Western Railway Company," and the amalgamated company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1901, c. 80; 1902, c. 89; 1903, c. 173. 1904, c. 111.

Time for construction of railways extended.

1. The Ottawa, Northern and Western Railway Company may, within five years after the passing of this Act, construct and complete the railway, extensions and branches authorized to be constructed by section 1 of chapter 72 of the statutes of 1900 and by section 1 of chapter 84 of the statutes of 1899; provided that as to so much thereof as is not completed within that period the powers of the said company shall cease and determine.

1899, c. 84; 1900, c. 72.

No. 18.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Ottawa, Northern and Western Railway Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. BELCOURT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 19.] **BILL.** [1905.

An Act to incorporate the Calgary, Red Deer and Battleford Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Archibald J. McArthur, Edward McBride, and Charles Allan Stuart, all of the town of Calgary, in the District of Alberta, N.W.T.; James D. McGregor, of Brandon, Manitoba; Malcolm McGregor, of Detroit, Michigan, one of the United States; and Alfred E. Hitchcock, of London, England, together with such persons as become shareholders in the company, are incorporated under the name of "The Calgary, Red Deer and Battleford Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the town of Calgary, in the District of Alberta. Head office.

5. The annual meeting of the shareholders shall be held on the first Tuesday in September. Annual meeting.

6. The number of directors shall not be less than five nor more than nine, one or more of whom may be paid directors. Number of directors.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point at or near the town of Calgary, in the District of Alberta, thence in a north-easterly direction to Battleford, in the District of Saskatchewan, in the North-west Territories. Line of railway described.

8. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

9. The Company may, in connection with its undertaking and for the purposes of its railway business,— Powers of Company.

Vessels.

(*a.*) construct, own and maintain vessels, boats and ferries, and operate them upon any navigable waters in the North-west Territories;

Hotels, docks, tramways, etc.

(*b.*) construct, acquire, lease and sell hotels, restaurants, docks, wharfs, elevators, warehouses, tramways, or other buildings and works;

Mortgage of property.

(*c.*) mortgage and hypothecate any hotels, docks, wharfs, elevators, warehouses, tramways and vessels for the cost thereof, and pledge the revenue thereof for the payment of interest upon the bonds issued in respect thereof;

Water powers and electricity.

(*d.*) acquire lands and water powers for the generation of electric and other power, and acquire, construct and operate all works, machinery and plant for the generation, transmission and distribution of electric and other power and energy, and utilize such powers and works for the purposes of heating and lighting, and dispose of power not required for the railway undertaking;

Express and warehouse business.

(*e.*) carry on the business of expressmen, forwarding agents, wharfingers and warehousemen.

Expropriation of lands.

10. If the Company requires lands for hotels, restaurants, wharfs, docks, elevators, tramways, warehouses or other works authorized by this Act, and cannot agree with the owner for the purchase thereof, the provisions of section 29 of *The Railway Act*, 1903, shall apply to the acquisition of such lands and the compensation to be paid therefor.

Telegraphs and telephones.

11. The Company may construct and operate telegraph and telephone lines upon its railway, and for the purpose of operating such lines, or exchanging or transmitting messages, may enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Rates and charges.

2. The Company may transmit messages for the public and collect rates or charges therefor, but no rate or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telephones or telegraphs of the Company, until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time.

Approval of rates.

R.S.C., c. 132.

3. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company.

Issue of paid-up stock.

12. The directors may make and issue, as paid up stock, shares in the ordinary or debenture stock of the Company, whether subscribed for or not, and may allot and hand over such stock in payment for right of way, plant, rolling stock or material of any kind, and also for the services of solicitors, contractors or engineers, and in part payment for the purchase, lease or other acquisition of railways, tramways, wharfs, lands, ships, appurtenances, franchises and other property, and such issue and allotment of stock shall be binding on the Company, and such stock shall not be assessable for calls.

13. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Canadian Pacific Railway Company, the Grand Trunk Pacific Railway Company, or the Canadian Northern Railway Company [or any railway company or system whose line of railway runs in the North-west Territories.] Agreement with another company.

No. 19.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Calgary, Red Deer and Battleford Railway Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. SCOTT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 20.] **BILL.** [1905.

An Act to incorporate the Moosejaw and Edmonton Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Arthur Hitchcock, Oswald B. Fysh, William Grayson, Alfred Russell Turnbull, George Malcolm Annable, John H. Grayson, Robert H. Riddell, Edward N. Hopkins and J. H. McCulloch, all of the town of Moosejaw, in the district of Assiniboia, together with such persons as become shareholders in the company, are incorporated under the name of "The Moosejaw and Edmonton Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the town of Moosejaw, in the district of Assiniboia. Head office.

5. The annual meeting of the shareholders shall be held on the first Tuesday in September. Annual meeting.

6. The number of directors shall not be less than five nor more than nine, one or more of whom may be paid directors. Number of directors.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point on the line of the Canadian Pacific Railway Company at or near Moosejaw, in the district of Assiniboia, in the North-west Territories, to a point on the elbow of the South Saskatchewan River, and thence in a north-westerly direction to Edmonton, in the district of Alberta. Line of railway described.

8. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

Powers of Company.

9. The Company may, in connection with its undertaking and for the purposes of its railway business :—

Vessels.

(*a.*) construct, own and maintain vessels, boats and ferries, and operate them upon any navigable waters in the North-west Territories ;

Hotels, wharfs and works.

(*b.*) construct, acquire, lease and sell hotels, restaurants, docks, wharfs, elevators, warehouses, tramways, or other buildings and works ;

Mortgage of buildings, etc.

(*c.*) mortgage and hypothecate any hotels, docks, wharfs, elevators, warehouses, tramways and vessels for the cost thereof, and pledge the revenue thereof for the payment of interest upon the bonds issued in respect thereof;

Lands for power purposes.

(*d.*) acquire lands and water powers for the generation of electric and other power, and acquire, construct and operate all works, machinery and plant for the generation, transmission and distribution of electric and other power and energy, and utilize such powers and works for the purposes of heating and lighting, and dispose of power not required for the undertaking of the railway ;

Electricity.

Express and warehouse business.

(*e.*) carry on the business of expressmen, forwarding agents, wharfingers and warehousemen.

Expropriation of lands.

10. If the Company requires lands for hotels, restaurants, wharfs, docks, elevators, tramways, warehouses or other works authorized by this Act, and cannot agree with the owner for the purchase thereof, the provisions of section 139 of *The Railway Act*, 1903, shall apply to the acquisition of such lands and the compensation to be paid therefor.

Telegraph and telephone lines.

11. The Company may construct and operate telegraph and telephone lines upon its railway, and for the purpose of operating such lines, or exchanging and transmitting messages, may enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Rates and charges.

2. The Company may transmit messages for the public and collect rates or charges therefor, but no rate or charge shall be demanded or taken for the transmission of any message or for leasing or using the telegraphs or telephones of the Company until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time.

Approval of rates.

R.S.C., c. 132.

3. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company.

Issue of paid-up stock for services, etc.

12. The directors may make and issue as paid up stock shares in the ordinary or debenture stock of the Company, whether subscribed for or not, and may allot and hand over such stock in payment for right of way, plant, rolling stock or material of any kind, and also for the services of solicitors, contractors or engineers, and in partial payment for the purchase, lease or other acquisition of railways, tramways, wharfs, lands, ships, appurtenances, franchises and other property, and such issue and allotment of stock shall be binding on the Company, and such stock shall not be assessable for calls.

13. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Canadian Pacific Railway Company, the Grand Trunk Pacific Railway Company, the Canadian Northern Railway Company, or any railway company or system whose line of railway runs in the North-west Territories. Agreement with another company.

No. 20.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Moosejaw and Edmonton Railway Company.

First reading, January 31, 1905.

(PRIVATE BILL.)

MR. SCOTT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 21.] **BILL.** [1905.

An Act to amend the Act respecting the Safety of Ships and the prevention of accidents on board thereof.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

R.S.C., c. 77, s. 7 amended.

1. Subsection 1 of section 7 of chapter 77 of the Revised Statutes, intituled *An Act respecting the safety of ships and the prevention of accidents on board thereof*, as amended by section 1 of chapter 63 of the statutes of 1903, is amended by striking out the words " or in any covered space not included in the cubical contents forming the registered tonnage " in lines 11 and 12 of the said subsection.

No. 21.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Act respecting the Safety of Ships and the prevention of accidents on board thereof.

First reading, January 31, 1905.

MR. SINCLAIR.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 22.] **BILL.** [1905.

An Act respecting the Calgary and Edmonton Railway Company.

Preamble.

WHEREAS the Calgary and Edmonton Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1890, cc. 5, 84; 1891, c. 71; 1898, c. 57; 1903, c. 89.

1903, c. 89, s. 6 amended.

1. Paragraph (*a.*) of section 6 of chapter 89 of the statutes of 1903 is repealed, and the following is substituted therefor:—

Branch line.

"(*a.*) commencing at Wetaskiwin, thence in an easterly direction, a distance of one hundred miles."

Bond issue authorized.

2. The Calgary and Edmonton Railway Company, hereinafter called "the Company," may, in addition to the bonds, debentures, debenture stock or other securities authorized to be issued by chapter 89 of the statutes of 1903, issue bonds under the provisions, mutatis mutandis, respecting bonds, mortgages and borrowing powers contained in *The Railway Act*, 1903, to an amount not exceeding one million dollars, in aid of the construction of the branch line from Strathcona to Edmonton authorized by paragraph (*c.*) of section 6 of the said Act, including the bridge mentioned in the said paragraph and the approaches to the said bridge.

"Bridge bonds."

2. The said bonds shall be called "bridge bonds," and shall be the first preferential claim and charge upon the said branch line and upon the said bridge and its approaches, but shall not constitute a charge upon any other part of the railway of the Company.

In lieu of previously issued bonds.

3. The said bonds shall be in lieu of the issue of bonds, debentures and debenture stock or other securities authorized by section 7 of the said Act, in so far as that section relates to the branch line from Strathcona to Edmonton.

Provisions of mortgage securing bonds.

4. The mortgage deed securing the said bonds may contain a provision, among others, that all tolls and revenues derived from the use of the said branch line and the said bridge and its approaches shall be specially charged and pledged as security for the said bonds and the interest thereon.

Bridge to vest in Company.

3. The said bridge and its approaches shall be vested in the Company.

Use of bridge for general purposes.

4. The Company may construct the said bridge for the use of foot passengers and carriages, or either, as well as for railway purposes, and may, for such use, charge tolls approved of by the Board of Railway Commissioners for Canada.

Piers for protecting bridge from ice.

5. The Company may erect, make and sink all such piers, abutments, blocks and erections in the Saskatchewan River as are deemed necessary for the construction of the said bridge, or are thought desirable efficiently to protect it from the effects of ice and ice freshets, or for any other purposes in connection with the said bridge that the Company sees fit.

Expropriation of land for bridge purposes.

6. The Company may, from time to time, take and use all land on either side of the said river reasonably required for the purpose of building, maintaining and supporting the said bridge and its approaches, compensation being made for the said land in the manner prescribed in *The Railway Act*, 1903.

Equal rights over bridge to all companies.

7. So soon as the said bridge is completed and ready for traffic, all trains and cars of all railways connecting therewith, now constructed or hereafter to be constructed, and also the trains and cars of all companies whose lines connect with the line of any company so connecting with the said bridge, shall have and be entitled to the same and equal rights and privileges in the passage of the said bridge, so that no discrimination or preference in the passage of the bridge and approaches, or in the tariff rates for transportation, shall be made in favour of or against any railway whose trains pass over the said bridge.

Disagreements to be determined by Railway Commission.

8. In case of any disagreement as to the rights of any company whose trains pass over the said bridge and approaches, or as to the tariff rates to be charged in respect thereof, it shall be determined by the Board of Railway Commissioners for Canada.

Time for construction of branch lines.

9. The Company may, within five years after the passing of this Act, complete the branch lines mentioned in paragraphs (*a.*) and (*b.*) of section 6 of the said Act, as amended by this Act, and may commence within two years and complete within five years after the passing of this Act the branch line mentioned in paragraph (*c.*) of the said section; provided that as to so much of the said branch lines as is not constructed within the said periods respectively the powers of the Company shall cease and determine.

No. 22.

1st Session, 10th Parliament, 4-5 Edward VI

BILL.

An Act respecting the Calgary Edmonton Railway Company.

First reading, February 1, 190

(PRIVATE BILL.)

MR. OLI

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majes
1905

No. 23.] **BILL.** [1905.

An Act to amend the provisions of the Criminal Code 1892, with respect to common bawdy-houses.

HIS Majesty, by and with the advice and consent of the Senate and the House of Commons of Canada, enacts as follows :—

1892, c. 29, new s. 195.

1. Section 195 of *The Criminal Code*, 1892, is repealed and the following is substituted therefor :—

Common bawdy-house defined.

"**195.** A common bawdy-house is a house, room, set of rooms, or place of any kind kept for purposes of prostitution, or occupied or resorted to by one or more women for such purposes."

Section added.

2. The following section is inserted immediately after section 198 of the said Code :—

Penalty.

"**198A.** Every one is guilty of an indictable offence and liable to six months' imprisonment who is an inmate or habitual frequenter of a common bawdy-house".

No 23.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the provisions of the Criminal Code, 1892, will respect to common bawdy-houses.

First reading, February 2, 1905.

Mr. Bole.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 24.] **BILL.** [1905.

An Act respecting the Kootenay, Cariboo and Pacific Railway Company.

Preamble.

WHEREAS the Kootenay, Cariboo and Pacific Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1903, c. 141.

Section 10 repealed.

1. Section 10 of chapter 141 of the statutes of 1903 is repealed.

Time for construction of railway extended.

2. The construction of the railway of the Kootenay, Cariboo and Pacific Railway Company may be commenced, and fifteen per cent on the amount of the capital stock expended thereon, within two years after the passing of this Act, and the railway finished and put in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation, within the said respective periods, then the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

No. 24.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Kootenay, Cariboo and Pacific Railway Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. GALLIHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 25.] **BILL.** [1905.

An Act respecting the Walkerton and Lucknow Railway Company.

Preamble.

WHEREAS the Walkerton and Lucknow Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1904, c. 138.

Lines of railway authorized.

1. The Walkerton and Lucknow Railway Company, hereinafter called "the Company," may lay out, construct and operate the following railways, in the Province of Ontario, that is to say:—

(*a.*) An extension of its authorized line, from a point at or near the village of Hanover in the county of Grey, thence passing through or near the village of Durham, to a point of connection with the Toronto, Grey and Bruce Railway between Flesherton and Dundalk;

(*b.*) An extension of its authorized line, from a point at or near the village of Lucknow to a point at or near the town of Wingham;

(*c.*) A branch line, from a point at or near the village of Teeswater northwesterly to a point at or near the town of Kincardine.

Time for construction limited.

2. Each of the said railways shall be commenced within two years and completed within five years after the passing of this Act, otherwise the powers hereby granted for its construction shall cease as to so much thereof as then remains uncompleted.

Act of incorporation to apply.

3. All the provisions of the Company's Act of incorporation, except in so far as they are inconsistent with this Act, shall, so far as applicable, apply to the railways which the Company is by this Act authorized to construct and operate.

No. 25.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Walkerton and Lucknow Railway Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. MCKENZIE
(Bruce.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 26.] **BILL.** [1905.

An Act to incorporate the Sovereign Fire Assurance Company of Canada.

WHEREAS the persons hereinafter named have, by their petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition, Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble.

1. William Dineen, Robert E. Menzie, John T. Hornibrook, Edmund E. Sheppard and Josiah B. King, all of the city of Toronto, in the county of York and province of Ontario, together with such persons as become shareholders in the company, are incorparated under the name of "The Sovereign Fire Assurance Company of Canada," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act, together with such persons, not exceeding six, as they associate with them, shall be the provisional directors of the Company, the majority of whom shall be a quorum; and they may forthwith open stock books, procure subscriptions of stock for the undertaking, make calls on stock subscribed and receive payments thereon, and shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed or otherwise received by them on account of the Company, and shall withdraw the said moneys for the purposes of the Company only, and may do generally what is necessary to organize the Company. Provisional directors.

3. The capital stock of the Company shall be two million dollars, divided into shares of forty dollars each : Provided that the Company shall not commence the business of assurance until sixty-five thousand dollars of the capital stock have been paid in cash into the funds of the Company, to be appropriated only for the purposes of the Company under this Act, and that thereafter in each succeeding year, for three years, a further sum of fifteen thousand dollars shall be paid annually in cash upon the capital stock of the Company. Capital stock. When business may be commenced.

4. The head office of the Company shall be in the city of Toronto, in the province of Ontario. Head office.

2. The directors may, from time to time, establish branches, sub-boards or agencies, either in Canada or elsewhere, in such manner as the directors from time to time appoint. Branches.

First general meeting.

5. So soon as two hundred and fifty thousand dollars of the capital stock of the Company have been subscribed, and ten per cent of that amount has been paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders of the Company at some place to be named in the city of Toronto, at which meeting the shareholders present or represented by proxy, who have paid not less than ten per cent on the amount of shares subscribed for by them, shall elect a board of not less than seven nor more than twenty-five directors, of whom the majority shall be a quorum.

Election of directors.

Qualification of directors.

2. No person shall be a director unless he holds in his own name and for his own use at least twenty-five shares of the capital stock of the Company, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Annual meeting.

6. A general meeting of the Company shall be called once in each year, after the organization of the Company and the commencement of business, at its head office, and at such meeting a statement of the affairs of the Company shall be submitted.

Business of Company.

7. The Company may carry on the business of fire insurance and the business of marine assurance in all their branches, and may cause itself to be insured against any risk it may have undertaken, and may reinsure any other person against any risks that such person may have undertaken.

Power to hold real estate.

8. The Company may acquire and dispose of any real property required in part or wholly for the use and accommodation of the Company, but the annual value of such property held in any province of Canada shall not exceed ten thousand dollars except in the province of Ontario, where it shall not exceed twenty-five thousand dollars.

R.S.C., c. 124.

9. This Act, and the Company hereby incorporated, and the exercise of the powers hereby conferred shall be subject to the provisions of *The Insurance Act.*

R.S.C., c. 118.

10. *The Companies Clauses Act*, except sections 18 and 39 thereof, shall apply to the Company in so far as the said Act is not inconsistent with any of the provisions of *The Insurance Act.*

No. 26.

1st Session, 10th Parliament, 4-5 Edward VII

BILL.

An Act to incorporate the Sovereign Assurance Company of Canada

First reading, February 3, 1905

(PRIVATE BILL.)

MR. CLARKE (Toronto)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 27.] **BILL.** [1905.

An Act respecting certain patents of the Facer Solid Steel Car Wheel Company of Perth, Limited.

WHEREAS the Facer Solid Steel Car Wheel Company of Perth, Limited, has, by its petition, represented that it is the owner of certain patents issued under the seal of the Patent Office, viz.: patent number thirty-five thousand two hundred and one, dated the thirteenth day of October, one thousand eight hundred and ninety, for new and useful improvements in the process of manufacturing steel car wheels; patent number thirty-five thousand two hundred and two, dated the thirteenth day of October, one thousand eight hundred and ninety, for new and useful improvements on steam hammer for forging steel wheels; patent number thirty-five thousand two hundred and eighty-three, dated the twenty-fourth day of October, one thousand eight hundred and ninety, for new and useful improvements on steam hammers for forging steel wheels; and patent number fifty-one thousand six hundred and eight, dated the tenth day of March, one thousand eight hundred and ninety-six, and patent number fifty-three thousand three hundred and twenty-one, dated the twenty-fourth day of August, one thousand eight hundred and ninety-six, for new and useful improvements on machines for forging car wheels; and whereas the said company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Notwithstanding anything in *The Patent Act*, or in patent number fifty-three thousand three hundred and twenty-one mentioned in the preamble, the Commissioner of Patents may receive from the Facer Solid Steel Car Wheel Company of Perth, Limited, the application for a certificate of payment and the usual fees upon the said patent for the remainder of the term of eighteen years from the date thereof, and may grant and issue to the said company the certificate of payment of fees provided by *The Patent Act*, and an extension of the period of duration of the said patent to the full term of eighteen years in as full and ample a manner as if the application therefor had been duly made within six years from the date of the issue of the said patent. Commissioner of Patents may extend duration of a certain patent.

2. Any person who has, within the period between the twenty-fourth day of August, one thousand nine hundred and two, and the extension hereunder of patent number fifty-three thousand three hundred and twenty-one, acquired by assign- Certain rights saved.

ment, user, manufacture or otherwise any interest or right in respect of such improvements or inventions as are covered by the said patent shall continue to enjoy them as if this Act had not been passed.

Commissioner of Patents may extend duration of certain patents.

3. Notwithstanding anything in *The Patent Act*, or in the respective patents mentioned in the preamble, the Commissioner of Patents may receive from the said company, on or before the thirteenth day of October, one thousand nine hundred and five, an application for a certificate of payment and a fee of not less than twenty dollars in respect of each of such patents, and may grant and issue to the said company the certificate of payment of the said fees and an extension of the period of the duration of each of such patents, in respect of which such fees have been paid, for a term of eighteen years from the thirteenth day of October, one thousand nine hundred and five; and upon payment of the said fee, and receiving the said certificate, the said patents in respect of which such fee has been paid and such certificate has been granted are hereby extended and renewed and declared to be in force for a term of eighteen years from the thirteenth day of October, one thousand nine hundred and five.

Confirmation of extensions granted by Commissioner of Patents.

4. Notwithstanding anything in *The Patent Act*, or in the patents mentioned in the preamble, all the extensions of the period of time within which the manufacture in Canada of the invention or under the process covered by the said patents shall commence or should have commenced, granted by the Commissioner of Patents, shall be valid and have full force and effect, and the said patents may not be declared null and void by reason of any doubt as to whether the Commissioner of Patents had the power to grant such extensions.

No. 27.

1st Session, 10th Parliament, 4-5 Edward

BILL.

An Act respecting certain patent
Facer Solid Steel Car Wheel C
of Perth, Limited.

First reading, February 3, 1

(PRIVATE BILL.)

MR. CAL

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent M
1905

No. 28.] **BILL.** [1905.

An Act to incorporate the Northwest Telephone Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Edward Brown and Thomas Hatton Metcalfe, both of the town of Portage la Prairie, in the province of Manitoba, Joseph Tees, Henry E. Sharpe, George Bowles and George Albert Metcalfe, all of the city of Winnipeg, in the said province, together with such persons as become shareholders in the company, are incorporated under the name of "The Northwest Telephone Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act shall be the first or provisional directors of the Company, a majority of whom shall be a quorum, and they may forthwith open stock books and procure subscriptions of stock and receive payments on account of stock subscribed, cause surveys and estimates to be made, and carry on the business of the Company, and shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed, which moneys shall not be withdrawn except for the purposes of the undertaking or upon the dissolution of the Company for any cause whatever. Provisional directors.

3. The capital stock of the Company shall be five hundred thousand dollars, divided into shares of one hundred dollars each. Such capital stock shall be issued in whole or in part, and may be called up from time to time and in such manner as the directors determine, but no one call shall exceed ten per cent on the shares subscribed, and there shall be an interval of at least thirty days between calls. Capital stock.

2. The directors may deduct from the dividends payable to any shareholder all such sums of money as are due from him to the Company on account of calls or otherwise. Deduction of sums due.

4. The capital stock may, after the whole thereof has been subscribed and at least fifty per cent thereof paid up, be increased from time to time by resolution of the directors, with the consent of a majority in value of the shareholders present or represented by proxy at any annual meeting, or at any special general meeting of the shareholders called for that pur- Increase of capital stock.

pose, to such an amount, not exceeding five hundred thousand dollars additional, as the shareholders deem necessary.

First general meeting.

5. So soon as fifty thousand dollars of the capital stock has been subscribed and allotted and twenty-five per cent thereof paid into some chartered bank in Canada, the provisional directors shall call a meeting of the shareholders for the election of directors, and for the transaction of such other business as may be transacted at the annual meeting of the Company.

Notice of meeting.

2. Notice of such meeting shall be sufficiently given by mailing the notice, postage prepaid, to the last known post office address of each shareholder at least ten days previous to the date of such meeting.

Number of directors.

6. The number of directors shall be not less than five nor more than fifteen, one or more of whom may be paid directors.

Head office.

7. The head office of the Company shall be at the city of Winnipeg, in the province of Manitoba, or at such other place in Canada as the directors from time to time determine by by-law.

Annual meeting.

8. The annual meeting of the Company shall be held on the fourth Wednesday in January in each year.

R.S.C., c. 118, ss. 18 and 39 not to apply.

9. Sections 18 and 39 of *The Companies Clauses Act* shall not apply to the Company, and it shall not be necessary that directors shall be resident in Canada or subjects of His Majesty; provided, however, there shall be at all times at least three directors who shall be residents of Canada.

Business of Company.

10. The Company may—

Telephone and telegraph lines.

(*a.*) construct, maintain, acquire by purchase, lease or otherwise, and operate lines of electric, telephone and telegraph by means of cables, poles and conduits along or across any public highway, street, bridge, or other place, and through any waters and overhead or underground in, from and to any place in Ontario, Manitoba and the North-west Territories, provided that such lines shall be so constructed as not to interfere with or interrupt the navigation of any navigable water;

Branch lines.

(*b*) construct, maintain and operate branch lines and extensions of its telephone and telegraph lines from its main or trunk line to any place in Ontario, Manitoba and the North-west Territories;

Vessels and machinery.

(*c.*) acquire, by purchase, lease or charter, steam and other vessels, implements, machinery and plant required for the laying, construction, maintenance and operation of such cables, conduits and lines;

Erection of works.

(*d.*) construct, lay, erect, maintain and operate all such cables, works, structures, apparatus, poles, wires, appliances, material, supplies and machinery as may be used in any way in connection with its business;

Apparatus.

(*e.*) acquire, manufacture, lease, deal in and sell all such apparatus, poles, cables, wires, telephone and telegraph instruments and electrical or magnetic instruments, appliances, materials, supplies and machinery as are or may be used in any way in connection with its business, and dispose thereof;

(*f.*) acquire, use and dispose of any franchises, inventions, letters patent of invention, or the right to use any inventions in any way connected with or appertaining to its business; Patent rights.

(*g.*) acquire shares in the capital stock or debentures of other companies possessing powers similiar to those of the Company, as the consideration for goods, wares or merchandise sold to such other companies in the ordinary course of business; Shares in other companies.

(*h.*) establish offices for the transmission and reception of messages. Offices.

11. The Company may, for the purposes of operating its lines or exchanging and transmitting messages, enter into contracts with any companies having telegraph or telephone powers in Canada, or in any country adjacent thereto, and may connect its own lines with the lines of such companies. Agreements with other companies.

2. The Company may transmit messages for the public and collect rates or charges therefor, but no rate or charge shall be demanded or taken for the transmission of any message or for leasing or using the telegraphs or telephones of the Company until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time, and the Company or any interested municipality may be heard upon such revisions. Rates and charges.

3. In the case of any such application the Governor in Council may commission or empower any judge of the Supreme Court or Exchequer Court of Canada, or of any superior court in any province of Canada, to inquire in a summary way into and report to the Governor in Council whether such increase or diminution should be made, and as to the expenses incurred in and about the application and inquiry. Governor in Council may order inquiry by a judge.

4. The Governor in Council may order the whole or any part of such expenses to be borne by the municipality or by the Company. Expenses.

5. The judge may compel the attendance of witnesses and examine them under oath, and require the production of books and papers, and shall have such other necessary powers as are conferred upon him by the Governor in Council for the purposes of such inquiry. Powers of judge.

6. Any order made under this Act by the Governor in Council may be made an order of the Exchequer Court of Canada, or of any superior court of any province of Canada, and shall be enforced in like manner as any rule or order of such court. Enforcement of order.

12. The word "rates" in this Act shall apply to all rates charged for the rental or use of telephones and telephone service, and also to charges for messages from any person in one municipality to any other person in another municipality, commonly known as long distance messages. Interpretation of "Rates."

13. The Company may purchase or lease for any term of years any telephone line established or to be established, either in Canada or elsewhere, connecting or hereafter to be connected with the lines which the Company is authorized to construct, or may purchase or lease for any term of years the right of any company to construct any such telephone line; and may amalgamate with or lease its line, or any portion Purchase and lease of other lines.

thereof, from time to time, to any company or person possessing as proprietor any line of telegraphic or telephonic communication connecting or to be connected with the Company's line, in Canada; and the Company may also enter into any arrangements with any person or company possessing as proprietor, any line of telegraphic or telephonic communication, or any power or right to use communication by means of the telephone, upon such terms and in such manner as the directors deem expedient or advisable, or may become a shareholder in any such corporation.

Agreements with owners of other lines.

Telephone service to be furnished upon application.

14. Upon the application of any person, within a city, town, village or other territory in which a service is given and where a telephone is required for any lawful purpose the Company shall, with all reasonable despatch, furnish telephone instruments, and a proper and sufficient telephone service of the latest improved design in use in cities, towns, incorporated villages or townships of the same or about the same size as the place within which the person making such application resides, for any and all premises fronting upon or within one thousand feet of any highway, street, lane or other public communication or place along, over, under or upon which the Company has a main or branch telephone service or system, upon tender or payment of all proper charges and upon payment of rates semi-annually in advance.

Electricity.

15. The Company may, for the purposes of its undertaking, erect, use and carry on works for the generation, transmission and distribution of electric power and energy.

Borrowing powers.

16. If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering the by-law, the directors may, from time to time,—

(*a.*) borrow money upon the credit of the Company;

(*b.*) limit or increase the amount to be borrowed;

(*c.*) issue bonds, debentures, or other securities of the Company and pledge or sell them for such sums and at such prices, as are deemed expedient; but no such bonds, debentures or other securities shall be for a less sum than one hundred dollars each;

(*d.*) hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures or other securities, and any money borrowed for the purposes of the Company;

(*e.*) call in and retire at least fifty per cent of the shares of the stock held by the respective stockholders of the Company and pay therefor in bonds or the proceeds of bonds issued for the purposes of the Company. Provided that nothing in this section contained, or done in pursuance thereof, shall affect or impair the rights of creditors of the Company.

R.S.C., c. 132.

17. *The Electric Telegraph Companies Act* shall apply to the Company.

18. No right, except as provided for in subsection 2 hereof, hereby or by *The Electric Telegraph Companies Act* conferred, shall be exercised without the consent of and upon the terms to be agreed upon with the council of a city, town, incorporated village or township, or with the municipality of a county within which it is proposed to exercise such right, and every such right, except so far as provided by the said consent and agreement, shall be subject to and controlled by all general by-laws and regulations of the city, town, incorporated village, township, or the municipality of a county, whether passed prior to or subsequent to this Act. Approval by municipality before exercise of rights.

2. Provided that the Company shall have the right to one exclusively long distance conduit or pole line or service in, through, or across any city, town, incorporated village or township, subject to the said general by-laws and regulations, and to the location of the line or service in a direct practicable route, and of the conduit or poles for carrying such line or service by the municipal council, or such officer as it may appoint, and subject to such line or service being placed under ground in cities if so required by the council thereof by any general by-laws relating to electric companies. Exclusive long distance line.

3. A long distance line or service shall mean any trunk line or service connecting a central exchange or office in a city, town, incorporated village or township with a central exchange or office or with central exchanges or offices in another or other cities, towns, incorporated villages or townships. All matters in dispute relating to such long distance line or service shall be referred to arbitration, and the Company and the opposite party shall each choose an arbitrator, and the said arbitrators shall choose a third, and the decision on the matter in difference of any two of such arbitrators in writing shall be final; and if the said opposite party of the Company neglects or refuses to appoint an arbitrator within four days after notice in writing and upon proof of service of such notice, or if such two arbitrators, when duly chosen, disagree in the choice of a third arbitrator, then and in any such case the Minister of Public Works may appoint any such arbitrator, or such third arbitrator, as the case may be, and the arbitrator so appointed shall possess the same power as if chosen in the manner above provided. Interpretation of "Long distance line." Arbitration of disputes.

19. All maintenance and construction, and all works of the Company under the provisions of this Act, or *The Electric Telegraph Companies Act*, shall be subject to the provisions of paragraphs (*a*), (*b*), (*c*), (*d*), (*e*), (*g*), (*j*), (*k*), (*l*), (*m*), (*n*) and (*p*) of subsection 1 of section 118, and also to all the provisions of section 195, of *The Railway Act*, 1903, and such provisions are hereby made applicable to all work, maintenance, construction and operation under this Act. Certain provisions of Railway Act to apply to Company.

20. The Company shall not, in fixing any toll or rate under like conditions and circumstances, make an unjust or partial discrimination between different localities or persons. And the Company shall not make or give any secret or special toll, rate, rebate, drawback, concession or undue preference, and or any violation of the provisions of this section the Company shall be liable to a penalty not exceeding one hundred dollars. Discrimination in rates prohibited.

Order of transmission of messages.

21. The Company shall transmit all messages in the order in which they are received, and assign the service of its lines to customers in the order in which such customers apply for service, and the Company shall be liable to a penalty not exceeding one hundred dollars for any violation of the provisions of this section.

Penalty.

Liability for damages.

22. The Company shall be liable for all damage or injury caused by the construction, maintenance and operation of its works.

Agreements with another company for transmission of messages.

23. The Company may enter into agreements or arrangements with any other telephone or telegraph company for the transmission or forwarding of the messages or despatches of such other company, or of the subscribers to or users thereof, upon the lines of, or by, the Company to the place of destination of such messages or despatches, and for a division or apportionment of the tolls or rates in respect of such transmission or forwarding.

No. 28.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Northwest Telephone Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. TURRIFF.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 28.] **BILL.** [1905.

An Act to incorporate the Northwest Telephone Company.

(*Reprinted as amended and reported by the Railway Committee.*)

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Edward Brown and Thomas Hatton Metcalfe, both of the town of Portage la Prairie, in the province of Manitoba, Joseph Tees, Henry E. Sharpe, George Bowles and George Albert Metcalfe, all of the city of Winnipeg, in the said province, together with such persons as become shareholders in the company, are incorporated under the name of "The Northwest Telephone Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act shall be the first or provisional directors of the Company, a majority of whom shall be a quorum, and they may forthwith open stock books and procure subscriptions of stock and receive payments on account of stock subscribed, cause surveys and estimates to be made, and carry on the business of the Company, and shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed, which moneys shall not be withdrawn except for the purposes of the undertaking or upon the dissolution of the Company for any cause whatever. Provisional directors.

3. The capital stock of the Company shall be five hundred thousand dollars, divided into shares of one hundred dollars each. Such capital stock shall be issued in whole or in part, and may be called up from time to time and in such manner as the directors determine, but no one call shall exceed ten per cent on the shares subscribed, and there shall be an interval of at least thirty days between calls. Capital stock.

4. The capital stock may, after the whole thereof has been subscribed and at least fifty per cent thereof paid up in cash, be increased from time to time by resolution of the directors, with the consent of a majority in value of the shareholders present or represented by proxy at any annual meeting, or at any special general meeting of the shareholders called for that purpose, to such an amount, not exceeding five hundred thousand dollars additional, as the shareholders deem necessary. Increase of capital stock.

First general meeting.

5. So soon as one hundred thousand dollars of the capital stock has been subscribed and allotted and twenty-five per cent thereof paid into some chartered bank in Canada, the provisional directors shall call a meeting of the shareholders for the election of directors, and for the transaction of such other business as may be transacted at the annual meeting of the Company.

Notice of meeting.

2. Notice of such meeting shall be sufficiently given by mailing the notice, postage prepaid, to the last known post office address of each shareholder at least ten days previous to the date of such meeting.

Number of directors.

6. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Head office.

7. The head office of the Company shall be at the city of Winnipeg, in the province of Manitoba, or at such other place in Canada as the directors from time to time determine by by-law.

Service on the Company.

2. The service of any process or notice upon the chief officer or manager of the Company in Canada at any office where it carries on business in Canada, or upon the person then in charge of such office, shall be good service and shall bind the Company

Annual meeting.

8. The annual meeting of the Company shall be held on the fourth Wednesday in January in each year.

R.S.C., c. 118, ss. 18 and 39 not to apply.

9. Sections 18 and 39 of *The Companies Clauses Act* shall not apply to the Company.

Business of Company.

10. The Company may—

Telephone and telegraph lines.

(*a.*) construct, maintain, acquire by purchase, lease or otherwise, and operate lines of electric, telephone and telegraph by means of cables, poles and conduits along or across any public highway, street, bridge, or other place, and through any waters and overhead or underground in, from and to any place in Ontario, Manitoba and the North-west Territories, provided that such lines shall be so constructed as not to interfere with or interrupt the navigation of any navigable water;

Branch lines.

(*b.*) construct, maintain and operate branch lines and extensions of its telephone and telegraph lines from its main or trunk line to any place in Ontario, Manitoba and the North-west Territories;

Vessels and machinery.

(*c.*) acquire, by purchase, lease or charter, steam and other vessels, implements, machinery and plant required for the laying, construction, maintenance and operation of such cables, conduits and lines;

Erection of works.

(*d.*) construct, lay, erect, maintain and operate all such cables, works, structures, apparatus, poles, wires, appliances, material, supplies and machinery as may be used in any way in connection with its business;

Apparatus.

(*e.*) acquire, manufacture and lease all such apparatus, poles, cables, wires, telephone and telegraph instruments and electrical or magnetic instruments, appliances, materials, supplies and machinery as are or may be used in any way in connection with its business, and dispose thereof;

(*f.*) acquire and use provincial and municipal franchises, and acquire, use and dispose of any inventions, letters patent of invention, or the right to use any inventions in any way connected with or appertaining to its business; Patent rights.

(*g.*) establish offices for the transmission and reception of messages. Offices.

11. The Company, or any company whose line of telephone or telegraph is leased by the Company or under its control, shall not at any time be amalgamated with any company possessing powers similar to those of the Company; and any such amalgamation and any arrangement for making a common fund or pooling the earnings or receipts of the Company, or of any company whose line of telephone or telegraph is leased by the Company or under its control, with any company possessing powers similar to those of the Company shall be absolutely void. Amalgamation and pooling prohibited.

12. The Company shall not sell, dispose of, or transfer any of its stock, or its charter or franchises, to any company possessing powers similar to those of the Company; nor shall the Company purchase or acquire or accept the transfer of any of any of the stock of any company possessing powers similar to those of the Company. Sale to, or acquisition of, similar company, prohibited.

13. The Company may, for the purposes of operating its lines or exchanging and transmitting messages, enter into contracts with any companies having telegraph or telephone powers in Canada, or in any country adjacent thereto, and may connect its own lines with the lines of such companies. Agreements with other companies.

2. The Company may transmit messages for the public and collect rates or charges therefor, but no rate or charge shall be demanded or taken for the transmission of any message or for leasing or using the telegraphs or telephones of the Company until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time, and the Company or any interested municipality may from time to time apply for and be heard upon such revisions. Rates and charges.

3. In the case of any such application the Governor in Council may commission or empower any judge of the Supreme Court or Exchequer Court of Canada, or of any superior court in any province of Canada, to inquire in a summary way into and report to the Governor in Council whether such increase or diminution should be made, and as to the expenses incurred in and about the application and inquiry. Governor in Council may order inquiry by a judge.

4. The Governor in Council may order the whole or any part of such expenses to be borne by the municipality or by the Company. Expenses.

5. The judge may compel the attendance of witnesses and examine them under oath, and require the production of books and papers, and shall have such other necessary powers as are conferred upon him by the Governor in Council for the purposes of such inquiry. Powers of judge.

6. Any order made under this Act by the Governor in Council may be made an order of the Exchequer Court of Canada, or of any superior court of any province of Canada, and shall be enforced in like manner as any rule or order of such court. Enforcement of order.

Interpretation of "Rates."

14. The word "rates" in this Act shall apply to all rates charged for the rental or use of telephones and telegraph or telephone service, and also to charges for messages from any person in one municipality to any other person in another municipality, commonly known as long distance messages.

Telephone service to be furnished upon application.

15. Upon the application of any person, within a city, town, village or other territory in which a service is given and where a telephone is required for any lawful purpose the Company shall, with all reasonable despatch, furnish telephone instruments, and a proper and sufficient telephone service of the latest improved design in use in cities, towns, incorporated villages or townships of the same or about the same size as the place within which the person making such application resides, for any and all premises fronting upon or within one thousand feet of any highway, street, lane or other public communication or place along, over, under or upon which the Company has a main or branch telephone service or system, upon tender or payment of all proper charges and upon payment of rates semi-annually in advance.

Electricity.

16. The Company may, for the purposes of its undertaking, erect, use and carry on works for the generation, transmission and distribution of electric power and energy.

Borrowing powers.

17. If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering the by-law, the directors may, from time to time,—

(*a.*) borrow money upon the credit of the Company;

(*b.*) limit or increase the amount to be borrowed;

(*c.*) issue bonds, debentures, or other securities of the Company and pledge or sell them for such sums and at such prices, as are deemed expedient; but no such bonds, debentures or other securities shall be for a less sum than one hundred dollars each;

(*d.*) hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures or other securities, and any money borrowed for the purposes of the Company.

R.S.C., c. 132.

18. *The Electric Telegraph Companies Act* shall apply to the Company.

Approval by municipality before exercise of rights.

19. No right, except as provided for in subsection 2 hereof, hereby or by *The Electric Telegraph Companies Act* conferred, shall be exercised without the consent of and upon the terms to be agreed upon with the council of a city, town, incorporated village or township, or with the municipality of a county within which it is proposed to exercise such right, and every such right, except so far as provided by the said consent and agreement, shall be subject to and controlled by all general by-laws and regulations of the city, town, incorporated village, township, or the municipality of a county, whether passed prior to or subsequent to this Act.

Exclusive long distance line.

2. Provided that the Company shall have the right to one exclusively long distance conduit or pole line or service in,

through, or across any city, town, incorporated village or township, subject to the said general by-laws and regulations, and to the location of the line or service in a practicable route, and of the conduit or poles for carrying such line or service by the municipal council, or such officer as it may appoint, and subject to such line or service being placed under ground in cities if so required by the council thereof by any general by-laws relating to electric companies.

Interpretation of "Long distance line."

3. A long distance line or service shall mean any trunk line or service connecting a central exchange or office in a city, town, incorporated village or township with a central exchange or office or with central exchanges or offices in another or other cities, towns, incorporated villages or townships.

Arbitration of disputes.

4. All matters in dispute relating to such long distance line or service shall be referred to arbitration, and the Company and the opposite party shall each choose an arbitrator, and the said arbitrators shall choose a third, and the decision on the matter in difference of any two of such arbitrators in writing shall be final; and if the said opposite party or the Company neglects or refuses to appoint an arbitrator within four days after notice in writing and upon proof of service of such notice, or if such two arbitrators, when duly chosen, disagree in the choice of a third arbitrator, then and in any such case the Minister of Public Works may appoint any such arbitrator, or such third arbitrator, as the case may be, and the arbitrator so appointed shall possess the same power as if chosen in the manner above provided.

Certain provisions of Railway Act to apply to Company.

20. All maintenance and construction, and all works of the Company under the provisions of this Act, or *The Electric Telegraph Companies Act*, shall be subject to the provisions of paragraphs (*a*), (*b*), (*c*), (*d*), (*e*), (*g*), (*j*), (*k*), (*l*), (*m*), (*n*) and (*p*) of subsection 1 of section 118, and also to all the provisions of sections 194 and 195, of *The Railway Act*, 1903, and such provisions are hereby made applicable to all work, maintenance, construction and operation under this Act.

Discrimination in rates prohibited.

21. The Company shall not, in fixing any toll or rate under like conditions and circumstances, make an unjust or partial discrimination between different localities or persons. And the Company shall not make or give any secret or special toll, rate, rebate, drawback, concession or undue preference, and for every violation of the provisions of this section the Company shall be liable to a penalty not exceeding one hundred dollars.

Order of transmission of messages.

22. The Company shall transmit all messages in the order in which they are received, and assign the service of its lines to customers in the order in which such customers apply for service, and the Company shall be liable to a penalty not exceeding one hundred dollars for every violation of the provisions of this section.

Penalty.

Liability for damages.

23. The Company shall be liable for all damage or injury caused by the construction, maintenance and operation of its works.

Connection to be furnished to other services.

24. The Company shall give to any other telephone company or to the individual owner of any telephone service so desiring it, telephonic entrance to and connection on and with any of its switchboards, and direct connection between the subscribers or owners of any other telephone line and the subscribers of its own service.

Payment of cost.

2. The individual owner or company so desiring such direct telephonic connection with the Company shall pay to the latter the actual cost of the entrance of the wire and the connection or connections on the switchboards aforesaid.

Tolls.

3. The Company shall for such connection and the transmission of messages through such connection charge a sum not exceeding the tolls charged its own subscribers and customers.

Agreements with another company for transmission of messages.

4. The Company may, subject to the preceding subsections of this section, enter into agreements or arrangements with any other telephone or telegraph company for the transmission or forwarding of the messages or despatches of such other company, or of the subscribers to or users thereof, upon the lines of, or by, the Company to the place of destination of such messages or despatches, and for a division or apportionment of the tolls or rates in respect of such transmission or forwarding.

Penalty.

5. For every violation of the provisions of this section, the Company shall be subject to a penalty not exceeding one hundred dollars.

No. 28.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to incorporate the Northwest Telephone Company.

(Reprinted as amended and reported by the Railway Committee.)

(PRIVATE BILL.)

MR. TURRIFF.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 29.] **BILL.** [1905.

An Act respecting the Canada Southern Bridge Company.

Preamble.

WHEREAS the Canada Southern Bridge Company has, by its petition, prayed that it be enacted as hereinafter set forth; and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for completion of undertaking extended.

1. The times limited by the Acts respecting the Canada Southern Bridge Company for the completion of its undertaking are extended as follows:—

Bridge.

(*a.*) The bridge authorized by the said Acts shall be completed within seven years after an Act of the Congress of the United States has been passed consenting to or approving of the construction, maintenance and operation of the said company's bridge across the Detroit River, or within seven years after the Executive, or other competent authority, has consented to or approved of the bridge, otherwise the powers in relation to such bridge granted by the Acts relating to the said company and by this Act shall cease and be null and void as respects so much of the bridge as then remains uncompleted; provided that if such consent is not obtained within five years after the passing of this Act, the powers granted for the construction of the said bridge and works in connection therewith shall cease and be null and void;

Tunnel.

(*b.*) The tunnel authorized by the said Acts shall be completed within ten years after the passing of this Act, otherwise the powers granted for the construction of the said tunnel and works in connection therewith shall cease and be null and void as respects so much of the tunnel as then remains uncompleted.

No. 29.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Canada Southern Bridge Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. GERMAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 30.] **BILL.** [1905.

An Act respecting the Canada Southern Railway Company.

Preamble.

WHEREAS the Canada Southern Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth; and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for construction of railways extended.

1. The times limited by the Acts set forth in the schedule to this Act for commencing and completing the lines or branches of railway authorized by such Acts, or any of them, are continued and extended as follows:—The said lines or branches shall be commenced and completed within five years from the first day of July, one thousand nine hundred and five; and if the said lines and branches are not so commenced and completed the powers of the Canada Southern Railway Company with respect to such lines and branches shall be null and void as respects so much thereof as then remains uncompleted.

Power to guarantee securities and own stock of other companies.

Approval of shareholders.

2. The said company may guarantee the bonds or other securities of, or otherwise loan its credit to, or become a guarantor for, or may subscribe for or become the owner of stock in any railway company, railway bridge company or railway tunnel company with which its line is now or may hereafter be in connection; provided the power given under this section shall not be exercised unless sanctioned by two-thirds of the votes of the shareholders at a special meeting called for the purpose, or at any annual meeting for which notice for the purpose is given as in the case of a special meeting, at which meeting, whether annual or special, shareholders representing at least two-thirds in value of the capital stock of the said company are present or represented by proxy.

SCHEDULE.

Year and chapter.	Title of Act.
27 Vict. (Prov. of Can.), c. 59	Known as the "Erie and Niagara Railway Company Act of 1863."
36 Vict. (Canada), c. 86	An Act to amend the Erie and Niagara Railway Company Act of 1863.
35 Vict. (Ontario), c. 48	An Act to confer further corporate powers on the Canada Southern Railway Company.
36 Vict. (Ontario), c. 86	An Act respecting the Canada Southern Railway Company.

No. 30.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Canada Southern Railway Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. GERMAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 31.] **BILL.** [1905.

An Act respecting the Canada and Michigan Bridge and Tunnel Company.

Preamble.

WHEREAS the Canada and Michigan Bridge and Tunnel Company has, by its petition, prayed that it be enacted as hereinafter set forth; and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for construction of bridge extended.

1. The bridge authorized by the Acts relating to the Canada and Michigan Bridge and Tunnel Company shall be commenced within two years after an Act of the Congress of the United States has been passed consenting to or approving of the construction of a bridge across the Detroit River, or within two years after the Executive of the United States, or other competent authority, has consented to or approved of a bridge, and such bridge shall be completed within five years after such commencement, otherwise the powers to construct a bridge granted by the Acts relating to the said company and by this Act shall cease and be null and void as respects so much of the bridge as then remains uncompleted; provided, however, that if such consent to the construction of a bridge is not obtained within five years after the passing of this Act, the powers granted by the Acts relating to the said company and by this Act in regard to a bridge shall cease and be null and void.

Time for construction of tunnels extended.

2. The construction of a tunnel or tunnels authorized by the Acts relating to the said company shall be commenced within three years and completed within ten years after the passing of this Act, otherwise the powers granted by the Acts relating to the said company and by this Act with regard to a tunnel or tunnels shall cease and be null and void as respects so much of the tunnel or tunnels as then remains uncompleted.

No. 31.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Canada and Michigan Bridge and Tunnel Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. GERMAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 32.] **BILL.** [1905.

An Act to incorporate the London and Saint Clair Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Wilmot D. Matthews, Herbert C. Hammond, Lachlan A. Hamilton, Henry Beatty and Robert A. Smith, all of the city of Toronto, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The London and Saint Clair Railway Company," hereinafter called "the Company."

Corporate name.

Declaratory.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada.

Provisional directors.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company.

Capital stock.

Calls thereon.

4. The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office.

5. The head office of the Company shall be in the city of Toronto.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the first Tuesday in September.

Number of directors.

7. The number of directors shall be five, one or more of whom may be paid directors.

Line of railway described.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point on the line of the Ontario and Quebec Railway, west of the city of London, to a convenient point on the St. Clair River at or near Sarnia or between Sarnia and Lake St. Clair.

Issue of securities.

9. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

No. 32.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the London and Saint Clair Railway Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. CALVERT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

2

Agreements with another company.

10. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Canadian Pacific Railway Company or the Ontario and Quebec Railway Company.

No. 33.] **BILL.** [1905.

An Act respecting certain patents of Jean Effront.

WHEREAS Jean Effront, of Brussels, in the Kingdom of Belgium, has, by his petition, represented that he is the holder and owner of certain patents issued under the seal of the Patent Office, viz.: patent number fifty-nine thousand five hundred and eighty-five, dated the twelfth day of April, eighteen hundred and ninety-eight, for improvements in the fermentation of worts which have been rendered antiseptic, and patent number sixty-two thousand nine hundred and fifty-three, dated the thirteenth day of April, eighteen hundred and ninety-nine, for an improved process for fermenting amylaceous substances; and whereas the said Jean Effront has, by his petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows: — Preamble.

Patents declared to be still in force.

1903, c. 46.

Manufacture to be commenced within one year.

1. Notwithstanding anything in *The Patent Act*, as amended by chapter 46 of the statutes of 1903, or in the patents mentioned in the preamble, the said patents are declared not to have become null and void and not to have ceased and determined under paragraph (*a*) of section 4 of chapter 46 of the statutes of 1903, and shall not become null and void and shall not cease and determine if, within one year after the passing of this Act, the manufacture under the said patents is commenced, and after such commencement is continuously carried on in Canada, in such a manner that any party desiring to use it may obtain it, or cause it to be made for him at a reasonable price at some manufactory or establishment for making or constructing it in Canada.

Commissioner of Patents may make order respecting conditions as to manufacture.

2. Notwithstanding anything in *The Patent Act*, or in section 7 of chapter 46 of the statutes of 1903, the Commissioner of Patents may, within one year after the passing of this Act, receive petitions and, if in his discretion he thinks proper, grant orders under the said section 7, that such patents, instead of being subject to the conditions set forth in paragraph (*a*) of section 4 of chapter 46 of the statutes of 1903, shall be subject to the conditions set forth in paragraphs (*a*), (*b*), (*c*) and (*d*) of the said section 7.

Certain rights saved.

3. If any person has, in the period between the expiry of two years from the date of the said patents respectively and the date of the passing of this Act, commenced to manufacture and use and sell in Canada any of the patented inventions

No. 33.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting certain patents of Jean Effront.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. DEMERS,
(St. John and Iberville.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

2

covered by the said patents respectively, such person may continue to manufacture, use and sell such inventions in as full and ample a manner as if this Act had not been passed.

No. 34.] **BILL.** [1905.

An Act respecting the Nicola, Kamloops and Similkameen Coal and Railway Company.

WHEREAS the Nicola, Kamloops and Similkameen Coal and Railway Company has represented that it was incorporated by chapter 47 of the statutes of 1891 of the Province of British Columbia, and that the said Act was amended by chapter 38 of the statutes of 1903 of the said province; and whereas the railway works which the said company by the said Acts was empowered to undertake were declared to be for the general advantage of Canada by chapter 164 of the statutes of 1903 of Canada; and whereas the said company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. B.C., 1891, c. 47; B.C., 1903, c. 38. 1903, c. 164.

1. The Nicola, Kamloops and Similkameen Coal and Railway Company, hereinafter called "the Company," may lay out, construct and operate a railway from Osoyoos Lake to a point at or near Grand Forks, and may connect it with the Vancouver, Victoria and Eastern Railway at or near Grand Forks and with the Columbia and Western Railway at or near Midway. Line of railway authorized.

2. All powers of the Company in relation to the railway which it now has authority to construct shall extend and apply to the railway hereby authorized. Existing Acts to apply.

3. The Company, as now organized, is hereby declared to be, and to have been since the passing of chapter 164 of the statutes of 1903, a body corporate and politic within the legislative authority of the Parliament of Canada, with power to lay out, construct and operate the railway works described in the Acts of the Province of British Columbia mentioned in the preamble, and with all the other powers therein set forth, save and except only such provisions of the said Acts, if any, as are inconsistent with *The Railway Act*, 1903; but nothing herein contained shall affect or invalidate any action heretofore taken by the Company pursuant to powers in the said Acts contained. Declaratory.

4. The construction of the railways authorized by the said Acts of the Province of British Columbia and by this Act may be commenced within two years after the passing of this Act, and the railways finished and put in operation within five years after the passing of this Act; and if the said railways Time for construction of railways limited.

are not so commenced, or are not finished and put in operation, within the said respective periods, then the powers granted for such construction shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

No. 34.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Nicola, Kamloops and Similkameen Coal and Railway Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. GALLIHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 35.] **BILL.** [1905.

An Act to incorporate the Georgian Bay and Seaboard Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Wilmot D. Matthews, Herbert C. Hammond, Lachlan A. Hamilton, Henry Beatty and F. Gordon Osler, all of the city of Toronto, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Georgian Bay and Seaboard Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada. Declaratory.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

4. The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock. Calls thereon.

5. The head office of the Company shall be in the city of Toronto. Head office.

6. The annual meeting of the shareholders shall be held on the first Tuesday in September. Annual meeting.

7. The number of directors shall be five, one or more of whom may be paid directors. Number of directors.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point on the Georgian Bay between Port Severn and Penetanguishene, thence in a south-easterly direction through the counties of Simcoe, Ontario, Victoria, Peterborough, Hastings, Lennox and Addington, Frontenac, and Lanark, or any of them, to a point of connection with the Ontario and Quebec Railway. Line of railway described.

9. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

Agreements with another company.

10. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Canadian Pacific Railway Company or the Ontario and Quebec Railway Company.

No. 35.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Georgian Bay and Seaboard Railway Company.

First reading, February 3, 1905.

(PRIVATE BILL.)

MR. GRANT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 36.] **BILL.** [1905.

An Act to amend the Railway Act, 1903.

IN amendment of *the Railway Act* 1903, His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1903, c. 58.

Tenure of office of Chief Commissioner if ex-judge.

1. If a judge of any superior court in Canada is appointed Chief Commissioner of the Board of Railway Commissioners for Canada he shall not be removed at any time by the Governor in Council except upon address of the Senate and House of Commons.

Pension of such Chief Commissioner.

2. If any Chief Commissioner of the Board of Railway Commissioners for Canada, having been at the time of his appointment as such Chief Commissioner a judge of any superior court in Canada, or having resigned his office as such judge for the purpose of accepting appointment as such Chief Commissioner, has continued in office as judge of one or more superior courts in Canada and in the said office of Chief Commissioner for periods amounting together to fifteen years or upwards, or has become afflicted with a permanent infirmity disabling him from the due execution of his office, and if such Chief Commissioner resigns his office, or if his term of office, or any renewed term of office, has expired, His Majesty may, by letters patent under the great seal, reciting such periods of office or such permanent infirmity, grant to such Chief Commissioner an annuity equal to two-thirds of the salary of the judicial office which he held at the time of his appointment as such Chief Commissioner or which he resigned for the purpose of accepting such appointment, to commence immediately after his so ceasing to hold office as such Chief Commissioner, to continue thenceforth during his natural life, and to be payable by monthly instalments and *pro rata* for any period less than a year during such continuance.

Pension in certain cases equal to salary of judicial office.

3. If any such Chief Commissioner of the Board of Railway Commissioners resigns his office or completes his term of service, original or renewed, therein, having, in either such case,

(*a.*) attained the age of seventy-five years, and continued in office as such judge and in the said office of Chief Commissioner for periods amounting together to twenty years or upwards, or

(*b.*) attained the age of seventy years, and continued in office as such judge and in the said office of Chief Commissioner for periods amounting together to twenty-five years or upwards, or

(*c*) continued in office as such judge and in the said office of Chief Commissioner for periods amounting together to thirty years or upwards,

His Majesty may, by letters patent under the great seal, reciting such period of service, and, in cases (*a*) and (*b*), such Chief Commissioner's age, grant to him an annuity, payable as aforesaid, equal to the salary of the judicial office which he held at the time of his appointment as such Chief Commissioner, or which he resigned for the purpose of accepting such appointment, to commence immediately after his resignation as Chief Commissioner and to continue thenceforth during his natural life.

If salary was increased after he ceased to be judge.

4. If, between the date of the appointment of any such Chief Commissioner or of his resignation of his office as such judge and the date of his resignation of, or retirement from, the office of Chief Commissioner, the salary attached to the judicial office which he held at the time of his appointment, or which he resigned for the purpose of accepting appointment as such Chief Commissioner, has been increased, the annuity to be granted to him under this Act may be increased in the same proportion.

Payment out of Con. Rev. Fund.

5. The annuities hereby provided for may be paid out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada.

Interpretation.

6. Local judges in admiralty of the Exchequer Court shall be deemed to be judges of a superior court within the meaning of this Act.

Commencement of Act.

7. This Act shall be deemed to have come into force and shall have effect as if it had been passed on the first day of February, 1905.

No. 36.

1st Session, 10th Parliament, 4-5 Edward VII.

BILL.

An Act to amend the Railway Act, 1

First reading, February 8, 1905.

MR. FITZPATRIC

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 37.] **BILL.** [1905.

An Act to amend the Quebec Harbour Commissioners Act, 1899.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. Section 5 of *The Quebec Harbour Commissioners Act*, 1899, is repealed, and the following is substituted therefor :— 1899, c. 34, new section 5.

"**5.** For the purposes of this Act the port of Quebec comprises :— Port of Quebec defined.

"(*a.*) The River St. Lawrence and the shores thereof to high-water mark between a line drawn from the Roman Catholic church of the parish of Deschambault in the county of Portneuf, directly towards the lighthouse on Richelieu Island, and thence produced to an intersection with high-water mark on the south shore of the River St. Lawrence, and a line drawn from the eastern anchorage ground under Cape Columbia, on the north shore, to the Lighthouse at Father Point, on the south shore ;

"(*b.*) Those parts of all tributaries falling into the River St. Lawrence, between the said lines, where the tide ebbs and flows ;

"(*c.*) The harbour of Quebec."

No. 37.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Quebec Harbour Commissioners Act, 1899.

First reading, February 6, 1905.

MR. PRÉFONTAINE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 38.] **BILL.** [1905.

An Act to amend the Seamen's Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. On and after the first day of September, one thousand nine hundred and five, section 18 of *The Seamen's Act*, chapter 74 of the Revised Statutes, shall be amended by adding thereto the following subsection:— R.S.C., c. 74, s. 18 amended.

"2. This section shall not apply to the Province of British Columbia." British Columbia excepted.

No. 38.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Seamen's Act.

First reading, February 6, 1905.

MR. PRÉFONTAINE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 39.] **BILL.** [1905.

An Act respecting the Niagara, St. Catharines and Toronto Railway Company.

Preamble.

WHEREAS the Niagara, St. Catharines and Toronto Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1899, c. 77; 1901, c. 76; 1902, c. 83.

Time for completion of extensions extended.

1. The time limited for the completion of the extension of the line of the Niagara, St. Catharines and Toronto Railway Company to a point in or near the city of Toronto by way of Hamilton is extended for three years from the passing of this Act, and the times limited for the commencement and completion of the extension to a point on the Niagara River at or near Fort Erie are extended for two years and five years respectively from the passing of this Act; and if the said extensions are not completed within the times so limited, the powers of construction granted by the said company's Act of incorporation, or by this Act, shall be null and void with respect to so much of the said extensions as then remains uncompleted.

No. 39.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Niagara, St. Catharines and Toronto Railway Company.

First reading, February 7, 1905.

(PRIVATE BILL.)

MR. CALVERT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 40.] **BILL.** [1905

An Act respecting the Niagara-Welland Power Company.

WHEREAS the Niagara-Welland Power Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1899, c. 129; 1903, c. 163.

1. The Niagara-Welland Power Company, hereinafter called "the Company," may use, maintain and operate its canal and hydraulic raceway as a navigable stream or waterway for the passage of steam and other vessels, and for such purpose may construct, own, lease, charter, deal in and maintain all necessary wharfs, piers, docks, bridges, basins, locks, weirs, dams, ways, roads, warehouses, elevators and works of a like or similar nature, and steam and other vessels, necessary or expedient for the construction, use, operation and maintenance of the said canal and hydraulic raceway. Use of canal for vessels. Power to own docks, vessels, elevators, etc.

2. Section 198 of *The Railway Act*, 1903, shall not apply to the canal and hydraulic raceway of the Company. 1903, c. 58, s. 198, not to apply.

2. The Company may lay out, construct and operate a tramway of the gauge of four feet eight and one half inches on the Company's right of way, and may operate the said tramway by electricity or compressed air, and may construct it in sections if desired, and may connect it with any railway. Tramway authorized.

2. Steam may be used for the purpose of constructing the said tramway, but shall not be used as motive power for its operation. Motive power.

3. *The Railway Act*, 1903, when not inconsistent with this Act, shall apply to the said tramway. 1903, c. 58.

3. Section 12 of chapter 102 of the statutes of 1894, chapter 73 of the statutes of 1897, section 2 of chapter 129 of the statutes of 1899, and section 12 of chapter 163 of the statutes of 1903, are repealed. Repeal of sections extending time for construction of works.

4. The works of the Company may be completed within ten years after the passing of this Act; and if the said works are not then completed, the powers granted to the Company by Parliament shall cease and be null and void except as to such portion of the said works as has been commenced or completed, and as to any rights which have been acquired, before the expiration of the said period. Time for construction of works extended.

No. 40.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Niagara-Welland Power Company.

First reading, February 7, 1905.

(PRIVATE BILL.)

MR. GUTHRIE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 41.] **BILL.** [1905.

An Act respecting the Regina and Hudson's Bay Railway Company.

Preamble.

WHEREAS the Regina and Hudson's Bay Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition : Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1903, c. 182.

1903, c. 182, s. 11 repealed.

1. Section 11 of chapter 182 of the statutes of 1903 is repealed, and the following is substituted therefor :—

Time for construction of railway extended.

"**11.** If the construction of the railway is not commenced, and fifteen per cent of the amount of the capital stock is not expended thereon, before the twenty-fifth day of June, one thousand nine hundred and seven, or if the railway is not finished and put in operation before the twenty-fifth day of June, one thousand nine hundred and ten, the powers conferred upon the Company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted."

No. 41.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Regina and Hudson's Bay Railway Company.

First reading, February 7, 1905.

(PRIVATE BILL.)

MR. SCOTT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 42.] **BILL.** [1905.

An Act respecting the Vancouver, Westminster and Yukon Railway Company.

Preamble.

WHEREAS the Vancouver, Westminster and Yukon Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition : Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1901, c. 87.

New section 3.

1. Section 3 of chapter 87 of the statutes of 1901 is repealed, and the following is substituted therefor :—

Capital stock.

"**3.** The capital stock of the Company shall be twelve million dollars. No one call thereon shall exceed ten per cent on the shares subscribed."

Section 10 repealed.

2. Section 10 of the said Act is repealed.

Time for construction of railway extended.

3. The construction of the railway of the Vancouver, Westminster and Yukon Railway Company may be commenced, and fifteen per cent on the amount of the capital stock expended thereon, within two years after the passing of this Act, and the railway finished and put in operation within five years after the passing of this Act ; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation, within the said respective periods, then the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

Agreement with another company.

4. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the said company and the Vancouver, Victoria and Eastern Railway and Navigation Company.

No. 42.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Vancouver, Westminster and Yukon Railway Company.

First reading, February 7, 1905.

(PRIVATE BILL.)

MR. MACPHERSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 43.] **BILL.** [1905.

An Act respecting the Lake Champlain and St. Lawrence Ship Canal Company.

Preamble. 1898, c. 107; 1902, c. 68.

WHEREAS the Lake Champlain and St. Lawrence Ship Canal Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

1902, c. 68, s. 6 repealed.

1. Section 6 of chapter 68 of the statutes of 1902 is repealed.

Time for construction of canal extended.

2. If the construction of the canal authorized by chapter 107 of the statutes of 1898 is not commenced, and fifty thousand dollars are not expended thereon, within three years after the passing of this Act, or if the said canal is not completed within seven years after the passing of this Act, then the powers for constructing the said canal shall cease and be null and void with respect to so much thereof as remains uncompleted.

No. 43.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Lake Champlain and St. Lawrence Ship Canal Company.

First reading, February 7, 1905.

(PRIVATE BILL.)

MR. GERVAIS.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 44.] **BILL.** [1905.

An Act to amend the Act respecting Certificates to Masters and Mates of Ships.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble.

1. The section substituted for section 3 of the *Act respecting Certificates to Masters and Mates of Ships*, chapter 73 of the Revised Statutes, by section 4 of chapter 42 of the statutes of 1894, is amended by adding after the word "examinations" in the first line the words "upon oath," and by striking out the words "or for persons" in the second line. R.S.C., c. 73, s. 3; 1894, c. 42, s. 4 amended.

2. The said section 3 is further amended by adding the following subsections thereto :— R.S.C., c. 73, s. 3 amended.

"2. No person shall be entitled to present himself for examination for master until he has obtained a certificate of competency as mate, and has served as such for at least twelve months, and furnishes a statutory declaration of the master under whom he served of such service. Qualifications of master.

"3. No person shall be entitled to present himself for examination as mate until he has served as wheelman for the period of twenty-four months, and furnishes to the examiner a statutory declaration of the master under whom he served of such service. Qualifications of mate.

3. Section 4 of the *Act respecting Certificates to Masters and Mates of Ships* is amended by adding after the word "effect" in the last line the words "but no person shall be appointed an examiner in respect to Masters and Mates of ships trading on the inland waters or on coasting voyages unless he himself is a competent lake navigator and has a certificate to that effect." Section 4 amended.

4. The section substituted for section 7 of the said Act by section 2 of chapter 41 of the statutes of 1891 is amended by adding after the word "boats" in the fourteenth line the words "such certificates to become void upon the holder thereof renouncing his allegiance to the British Crown." Section 7 amended.

5. Section 19 of the *Act respecting Certificates to Masters and Mates of Ships* is amended by adding after the word "suspended" in the second line the words "or becomes void." Section 19 amended.

No. 44.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Act respecting Certificates to Masters and Mates of Ships.

First reading, February 8, 1905.

MR. LANCASTER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 45.] **BILL.** [1905.

An Act respecting the Grand Trunk Railway Company of Canada.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition : Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

Company may acquire shares and securities of Canada Atlantic Railway Co. and Canada Atlantic Transit Co.

1. The Grand Trunk Railway Company of Canada, hereinafter called "the Company," may acquire, hold, pledge and dispose of preference and common shares of the capital stock of the Canada Atlantic Railway Company, of the Canada Atlantic Transit Company, incorporated by chapter 95 of the statutes of 1898, of the Canada Atlantic Transit Company, incorporated under the laws of the State of Minnesota, one of the United States, and of the Vermont and Province Line Railway Company, incorporated under the laws of the State of Vermont, and may hold the said shares in the name of the Company or of a trustee or trustees for the Company (who may be a different person or persons for each of the said companies), and may acquire, hold, pledge and dispose of bonds, debentures or other securities of any of the said companies, and may guarantee payment of the principal and interest of the bonds, debentures or other securities of the Canada Atlantic Railway Company to be issued for a principal amount not exceeding three million two hundred and ninety-two thousand two hundred pounds sterling.

Guarantee of securities.

No. 45.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Grand Trunk Railway Company.

First reading, February 9, 1905.

(PRIVATE BILL.)

MR. MACDONALD.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 46.] **BILL.** [1905.

An Act respecting the Canada Atlantic Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Section 3 of chapter 90 of the statutes of 1903 is repealed, and in lieu thereof it is enacted that the Canada Atlantic Railway Company, hereinafter called "the Company," may issue bonds, debentures or other securities to the extent of three million two hundred and ninety-two thousand two hundred pounds sterling, to be secured upon its line of railway, and such bonds, debentures or other securities shall, subject to the provisions of *The Railway Act*, 1903, and to the present charge in favour of outstanding first mortgage bonds of the Canada Atlantic Railway Company and of the Ottawa, Arnprior and Parry Sound Railway Company, respectively, until the said first mortgage bonds are redeemed, exchanged or paid off, be a first charge or lien upon the whole of the property, assets, rents and revenues of the Company, present or future, or both, as shall be described in the mortgage deed to be given to secure the said bonds, other than such assets, property, rents or revenues of the Company, or such section or portion of the said railway, if any, as shall be expressly excepted in and by the said mortgage deed. 1903, c. 90, s. 3 repealed. Issue of securities subject to existing bonds.

2. The said bonds, debentures or other securities when issued shall be secured by a mortgage to a trustee, and shall be dealt with as in the said mortgage provided. To be secured by mortgage.

3. All the rights, powers and remedies of the holders of the said outstanding bonds so issued by the Canada Atlantic Railway Company and by the Ottawa, Arnprior and Parry Sound Railway Company, respectively, shall, until redemption, exchange or payment thereof, continue and be preserved to such holders and for their benefit under the mortgage to be executed by the Company to secure the bonds, debentures or other securities, hereby authorized to be issued; and whenever and so soon as the said outstanding bonds shall, from time to time, be paid, exchanged, redeemed or surrended to the trustee of the said mortgage, then such bond or bonds shall thereupon by the said trustee be cancelled and defaced, and delivered by the trustee to the Company, and any mortgage or mortgages given to secure the said outstanding bonds shall be released and discharged. Rights of holders of existing bonds preserved. When existing bonds may be cancelled.

No. 46.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Canada Atlantic Railway Company.

First reading, February 9, 1905.

(PRIVATE BILL.)

MR. MACDONALD.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 47.] **BILL.** [1905.

An Act respecting the Montreal Park and Island Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Q., 1885, c. 74; 1886, c. 85; 1893, c. 65. C., 1894, c. 84; 1896 (1st Sess.) c. 28.

Powers of construction revived.

1. The Montreal Park and Island Railway Company may continue the construction of its undertaking, and shall complete it before the first day of July, one thousand nine hundred and ten, otherwise the powers of construction shall cease and be null and void with respect to so much of the undertaking as then remains uncompleted.

1894, c. 84, new s. 3.

2. Section 3 of chapter 84 of the statutes of 1894, as enacted by section 1 of chapter 28 of the statutes of 1896 (First Session) is repealed, and the following is substituted therefor:—

Capital stock.

"3. The capital stock of the Company in common shares shall be five million dollars."

1896 (1st Sess.) c. 28, s. 4 amended.

3. Subsection 1 of section 4 of the said chapter 28 is repealed, and the following is substituted therefor:—

Issue of preference stock.

"4. The directors, under the authority of the shareholders to them given at a general meeting specially called for the purpose, at which meeting shareholders holding at least two-thirds in value of the capital stock are present or represented by proxy, may issue preference stock to an amount not exceeding fifty per cent of the capital stock in common shares from time to time outstanding, entitling the holders thereof, in priority to all holders of common shares, to a dividend at such rate and on such terms as the said meeting may determine, payable out of the net earnings of the Company after payment of interest on the mortgage bonds of the Company. Provided that nothing herein contained shall prejudice the rights of holders of preference stock now outstanding."

Proviso.

Preference stock outstanding may be redeemed.

4. The Company may redeem and cancel any preference stock now outstanding on such terms as are agreed upon with the holders thereof.

Power to issue second mortgage bonds.

5. The Company may issue second mortgage bonds at a rate not exceeding twenty thousand dollars per mile of its railway constructed or to be constructed, and may secure such bonds by a conveyance to trustees, but such conveyance shall be subject to the rights of the holders of bonds and of preference stock now outstanding.

No. 47.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Montreal Park and Island Railway Company.

First reading, February 9, 1905.

(PRIVATE BILL.)

MR. GEOFFRION.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 47.] **BILL.** [1905.

An Act respecting the Montreal Park and Island Railway Company.

(Reprinted as amended by the Sub-Committee to which it was referred.)

Preamble.

WHEREAS the Monoreal Park and Island Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Q., 1885, c. 74; 1886, c. 85; 1893, c. 65. C., 1894, c. 84; 1896 (1st Sess.) c. 28.

Powers of construction revived.

1. The Montreal Park and Island Railway Company, hereinafter called "the Company," may continue the construction of its undertaking, and shall complete it before the first day of July, one thousand nine hundred and ten, otherwise the powers of construction conferred upon the Company by Parliament shall cease and be null and void with respect to so much of the undertaking as then remains uncompleted.

1903, c. 58.

2. *The Railway Act*, 1903, shall apply to the Company and its undertaking.

1894, c. 84, new s. 3.

3. Section 3 of chapter 84 of the statutes of 1894, as enacted by section 1 of chapter 28 of the statutes of 1896 (First Session) is repealed, and the following is substituted therefor:—

Capital stock.

"**3.** The capital stock of the Company in common shares shall be two million dollars."

1896 (1st Sess. c. 28, s. 4 amended.

4. Subsection 1 of section 4 of the said chapter 28 is repealed, and the following is substituted therefor:—

Issue of preference stock.

"**4.** The directors, under the authority of the shareholders to them given at a general meeting specially called for the purpose, at which meeting shareholders holding at least two-thirds in value of the capital stock are present or represented by proxy, may issue preference stock to an amount not exceeding twenty-five thousand dollars per mile of its railway constructed or under contract to be constructed, and entitling the holders thereof, in priority to all holders of common shares, to a dividend at such rate and on such terms as the said meeting may determine, payable out of the net earnings of the Company after payment of interest on the mortgage bonds of the Company. Provided that nothing herein contained shall prejudice the rights of holders of preference stock now outstanding."

Proviso.

Preference stock outstanding may be redeemed.

5. The Company may redeem and cancel any preference stock now outstanding on such terms as are agreed upon with the holders thereof.

Power to issue second mortgage bonds.

6. The Company may issue second mortgage bonds at a rate not exceeding twenty thousand dollars per mile of its railway constructed or under contract to be constructed, and may secure such bonds by a conveyance to trustees, but such conveyance shall be subject to the rights of the holders of bonds and of preference stock now outstanding.

Saving as to Mount Royal Park.

7. Notwithstanding anything in this Act or in the Company's charter, the Company shall not construct or operate any part of its railway or tramway within the limits of Mount Royal Park without the consent of the municipal council of the city of Montreal being first obtained.

Saving as to Montreal Terminal Ry. Co.

8. Notwithstanding anything in this or in any other Act, the Company shall not construct, acquire or operate any part of its line of railway or tramway between a point at or near Longue Pointe and a point at or near Bout de l'Isle and paralleling the line of the Montreal Terminal Railway Company.

Failure to make certain expenditure and extension of line.

9. Notwithstanding anything in this or in any other Act, unless the Company spends not less than five hundred thousand dollars on new construction work in extending its line of railway or tramway within two years from the passing of this Act, and, in addition to such expenditure, completes and puts in operation, on or before the first day of July, one thousand nine hundred and ten, a further extension of not less than twenty-five miles of its line of railway or tramway, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the railway or tramway as then remains uncompleted.

No. 47.

1st Session, 10th Parliament, 4-5 Edward VII

BILL.

An Act respecting the Montreal Par
Island Railway Company.

*(Reprinted as amended by the Sub-Com
to which it was referred.)*

(PRIVATE BILL.)

MR. GEOFFRI

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majest
1905

No. 48.] **BILL.** [1905.

An Act respecting the Toronto and Hamilton Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 196 1904, c. 135.

1. The Toronto and Hamilton Railway Company may, under the authority of the ordinary shareholders given by consent in writing, or at a special general meeting duly called for that purpose, at which meeting shareholders representing at least two-thirds in value of the subscribed capital stock of the Company are present or represented by proxy, issue any portion of its capital stock as preference stock, giving the said stock such preference and priority as respects dividends and otherwise over ordinary stock as is declared by the by-law. Preference stock.

No. 48.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Toronto and Hamilton Railway Company.

First reading, February 10, 1905.

MR. CALVERT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 49.] **BILL.** [1905.

An Act respecting the Century Life Insurance Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1901, c. 93; 1903, c. 104; 1904, c. 66.

1. Notwithstanding the provisions of section 24 of *The Insurance Act*, the time limited therein for obtaining a license from the Minister, authorizing the Century Life Insurance Company to carry on the business of life insurance, is extended for one year from the twenty-third day of May, one thousand nine hundred and five. R.S.C., c. 124. Time extended for obtaining license.

No. 49.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Century Life Insurance Company.

First reading, February 10, 1905.

(PRIVATE BILL.)

MR. MACPHERSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 50.] **BILL.** [1905.

An Act to incorporate the Calgary and Battleford Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Charles William N. Kennedy, James C. Thompson, Frank O. Fowler, George Albert Metcalfe, Henry E. Sharpe and Walter J. Cummings, all of the city of Winnipeg, in the Province of Manitoba, together with such persons as become shareholders in the company, are incorporated under the name of "The Calgary and Battleford Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the city of Calgary, in the North-West Territories. Head office

5. The annual meeting of the shareholders shall be held on the first Wednesday in February. Annual meeting.

6. The number of directors shall be five, one or more of whom may be paid directors. Number of directors.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, from a point in or near Calgary, in the North-West Territories, in a north-easterly direction to a point in or near Battleford, thence north-easterly to a point in or near Prince Albert, in the North-West Territories. Line of railway described.

8. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

Agreement respecting a bridge for general purposes.

9. If the Company constructs a railway bridge across the Saskatchewan River between Battleford and Prince Albert it may enter into any agreement with the Government of the North-West Territories, or with any city, town or village, or with the residents of any locality, for the purpose of so altering the said bridge as to make it available for the use of foot passengers and vehicles as well as for the railway, and for such purpose may receive any money or grant in connection therewith, either as aid thereto or otherwise.

Aid to.

Time limit for constructing railway.

10. The railway shall be commenced within five years and completed within ten years after the passing of this Act, otherwise the powers hereby granted shall cease and be null and void as respects so much of the railway as then remains uncompleted.

Agreement with another company.

11. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and [any other company].

No. 50.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Calgary and Battleford Railway Company.

First reading, February 10, 1905.

(PRIVATE BILL.)

MR. TURRIFF.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 51.] **BILL.** [1905.

An Act respecting contracts for Government Works.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

Tenders to be invited for works.

1. Whenever any work is to be constructed under contract under the direction of any Department of the Government, the Minister having charge of such Department shall invite tenders by public advertisement for the execution of such work, except in cases of pressing emergency in which delay would be injurious to the public interest, or in cases in which, from the nature of the work, it can be more expeditiously and economically executed by the officers and servants of the Department, or in cases where the estimated cost of the work is less than $5,000, and it appears to the Minister, in view of the nature of the work, that it is not advisable to invite tenders.

Exceptions.

Contracts to be awarded by Governor in Council.

2. Whenever, in the case of any work, tenders are required to be, or are, invited, the Minister shall submit all tenders received therefor to the Governor in Council, and the contract for the work shall be awarded under the direction of the Governor in Council.

No. 51.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting contracts for Government Works.

First reading, February 10, 1905.

MR. FITZPATRICK.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 52.] **BILL.** [1905.

An Act to amend the Franchise Act, 1898.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1898, c. 14, s. 10 amended.

1. Subsection 6 of section 10 of *The Franchise Act*, 1898, is repealed and the following is substituted therefor:—

King's Printer's imprint.

"6. All voters' lists so printed by the King's Printer shall be authenticated by his imprint in the same manner as other parliamentary documents, and every copy of a voters' list purporting to bear such imprint shall be deemed to be for all purposes an authentic copy of the original list of record in the office of the Clerk of the Crown in Chancery, and evidence of such original list may be given by the production of a copy thereof purporting to be printed by the King's Printer and to bear his imprint."

No. 52.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Franchise Act, 1898.

First reading, February 10, 1905.

MR. FITZPATRICK.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 53.] **BILL.** [1905.

An Act to amend the Act respecting the Department of Railways and Canals.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 11 of the Act respecting the Department of Railways and Canals, being chapter 37 of the Revised Statutes, is repealed and the following is substituted therefor:— R.S.C., c. 37, new s. 11.

"**11.** The Minister shall invite tenders, by public advertisement, for the execution of all works, except in cases of pressing emergency in which delay would be injurious to the public interest, or in cases in which, from the nature of the work, it can be more expeditiously and economically executed by the officers and servants of the Department, or in cases where the estimated cost of the work is less than $5,000, and it appears to the Minister, in view of the nature of the work, that it is not advisable to invite tenders." Tenders to be invited for works. Exceptions.

"2. Whenever, in the case of any work, tenders are required to be, or are, invited, the Minister shall submit all tenders received therefor to the Governor in Council, and the contract for the work shall be awarded under the direction of the Governor in Council." Contracts to be awarded by Governor in Council.

No. 53.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Act respecting the Department of Railways and Canals.

First reading, February 10, 1905.

MR. EMMERSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 54.] **BILL.** [1905.

An Act to amend the Public Works Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. Section 13 of *The Public Works Act*, chapter 36 of the Revised Statutes, as that section is enacted by section 1 of chapter 52 of the statutes of 1903, is amended by adding at the end thereof the following subsection :— R.S.C., c. 36, s. 13 amended.

"2. Whenever, in the case of any work, tenders are required to be, or are, invited, the Minister shall submit all tenders received therefor to the Governor in Council, and the contract for the work shall be awarded under the direction of the Governor in Council." Contracts to be awarded under direction of Governor in Council.

No. 54.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Public Works Act.

First reading, February 10, 1905.

MR. HYMAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 55.] **BILL.** [1905.

An Act to incorporate the Canada-Middlesex Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. George Clarence Thompson, William Meredith, William Morgan Smith, Joseph Montgomery and James Haywood, all of the city of Toronto, together with such persons as become shareholders in the company, are incorporated under the name of "The Canada-Middlesex Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the city of Toronto. Head office.

5. The annual meeting of the shareholders shall be held on the last Thursday in September. Annual meeting.

6. The number of directors shall be five, one or more of whom may be paid directors. Number of directors.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point on the Niagara River, north of the Welland River, in the county of Welland, or the county of Lincoln, to some point in or near the city of London, in the county of Middlesex, passing through the counties of Welland, Lincoln, Wentworth, Brant, Oxford and Middlesex, in the province of Ontario. Line of railway described.

2. Steam may be used for the purposes of constructing the said railway, but shall not be used as motive power for its operation. Motive power for railway.

3. The works authorized by this section are declared to be works for the general advantage of Canada. Declaratory.

8. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and Agreements with other companies.

the Grand Trunk Railway Company of Canada, the Canadian Pacific Railway Company, the St. Catharines, Pelham and Welland Electric Railway Company, the Thorold and Lake Erie Railway Company, the Niagara, Queenston and St. Catharines Railway Company, the Hamilton, Grimsby and Beamsville Electric Railway Company, the Hamilton, Galt and Berlin Railway Company, the Hamilton and Caledonia Railway Company, the Brantford and Hamilton Electric Railway Company, the Canada Southern Railway Company, the Grand Valley Railway Company, the Brantford Street Railway Company, the Brantford and Erie Railway Company, the South Western Traction Company, the Woodstock, Thames Valley and Ingersoll Electric Railway Company, the London, Parkhill and Grand Bend Electric Railway Company, the Guelph Radial Railway Company, the Hamilton, Caledonia and Lake Erie Railway Company, and the London, Aylmer and North Shore Electric Railway Company.

Rights of municipalities not affected.

9. Nothing herein contained shall alter, vary or restrict the rights of any municipality under or by virtue either of any Act of the Province of Ontario now in force and affecting any of the railway companies mentioned in section 8 of this Act, or of any agreement with any of the said companies, and the Company, by virtue of exercising any rights or powers conferred by the said section 8, shall not, with respect to any railway acquired or over which the Company acquires running powers, or which may be constructed under the powers conferred by the said section 8, be entitled to any greater rights as against such municipality than the said agreement confers, but the Company shall be bound to assume, and shall be deemed to have assumed, all the obligations undertaken with such municipality under such agreement with respect to any railway so acquired or constructed, or over which the Company shall acquire running rights.

Acquired lines to continue under Provincial law.

10. If, under section 8 of this Act, the Company acquires the railway of any company incorporated by an Act of the Province of Ontario, such acquisition shall not make the railway of such provincial company subject to *The Railway Act*, 1903, or a work for the general advantage of Canada, but such railway shall remain subject to the control of the legislature of the Province of Ontario, and to the rights and powers of the local municipalities, in the same manner and to the same extent as if this Act had not been passed.

Consent of municipality to construct on highway.

11. Notwithstanding anything in *The Railway Act*, 1903, the Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality.

Issue of securities.

12. The securities issued by the Company shall not exceed thirty-five thousand dollars per mile of the railways which the Company has authority to construct, or of the railway which the Company is, by this Act, authorized to acquire, and such

securities may be issued only in proportion to the length of railway acquired, constructed, or under contract to be constructed.

Shares in other companies.

13. The Company may acquire, hold and dispose of shares or securities of the companies with which the Company is authorized to enter into agreements, and may guarantee the payment of such securities.

No. 55.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to incorporate the Canada-Middlesex Railway Company.

First reading, February 13, 1905.

(PRIVATE BILL.)

MR. CALVERT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 56.] **BILL.** [1905.

An Act respecting the Canadian Pacific Railway Company.

WHEREAS the Canadian Pacific Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The Canadian Pacific Railway Company may, within five years after the passing of this Act, construct and complete any of the railways which it was authorized to construct or acquire and operate by chapter 55 of the statutes of 1900; provided that as to so much thereof as is not constructed within that period the powers of the said company shall cease and determine. Time for construction of certain lines extended. 1900, c. 55.

No. 56.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Canadian Pacific Railway Company.

First reading February 14, 1905.

(PRIVATE BILL.)

MR. BOLE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 57.] **BILL.** [1905.

An Act to incorporate "La Compagnie du chemin de fer électrique de Trois-Rivières, St. Maurice, Maskinongé et Champlain."

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Philippe Elisée Panneton, L. Edmond Dufresne, Pierre Joseph Héroux, Louis Philippe Normand and Jacques Bureau, all of the city of Three Rivers, in the county of Three Rivers and St. Maurice, in the Province of Quebec, together with such persons as become shareholders in the company, are incorporated under the name of "La Compagnie de chemin de fer électrique de Trois-Rivières, St. Maurice, Maskinongé et Champlain," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be three hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the city of Three Rivers, in the Province of Quebec. Head office.

5. The annual meeting of the shareholders shall be held on the first Wednesday in September. Annual meeting.

6. The number of directors shall be five, one or more of whom may be paid directors. Directors.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, from the city of Three Rivers, in the county of Three Rivers and St. Maurice, westerly, through the municipalities of the parish of Three Rivers, Pointe du Lac and Yamachiche, in the said county, and also through the parish of Rivière du Loup and the town of Louiseville into the parish of Maskinongé, in the county of Maskinongé; also easterly, from the said city of Three Rivers, through the municipalities of Cap de la Madeleine, Champlain and Batiscan into the parish of Ste. Anne de la Pérade, in the county of Champlain, in the Province of Quebec. Line of railway described.

Motive power.

2. Steam may be used for the purpose of constructing the said railway, but shall not be used as motive power for its operation.

Declaratory.

3. The works authorized by this section are declared to be for the general advantage of Canada.

Highway crossings.

4. Notwithstanding anything in *The Railway Act*, 1903, the Company shall not construct or operate its line of railway along any highway or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or other public place, and upon terms to be agreed on with such municipality.

Application to Railway Commission for leave.

5. Before making application to the Board of Railway Commissioners for Canada under section 186 of *The Railway Act*, 1903, for leave to construct the railway across any existing highway, the Company shall apply to the municipality wherein such highway lies for leave to make the crossing, and, if leave is not granted, shall give to the municipality at least ten days' notice of its intention to apply to the Board for permission to make the crossing.

Issue of securities.

8. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements with other companies.

9. Any agreement provided for in section 231 of *The Railway Act*, 1903, may be entered into between the Company and the Canadian Pacific Railway Company and the St. Maurice Valley Railway Company.

Water and steam power.

10. Subject to the provisions of subsection 2 of section 7 of this Act, the Company may, for the purposes of its undertaking, acquire and utilize water and steam power for the purpose of compressing air or generating electricity for lighting, heating or motor purposes, and may dispose of surplus power generated by the Company's works and not required for the undertaking of the Company.

Electricity and other power.

11. The Company may acquire, construct, maintain and operate works for the development, production, transmission, transformation, sale and distribution of electricity and power for any purpose for which such electricity or power can be used, including heat and light, and construct, maintain and operate lines of wire, poles (or use the poles erected for the use of the railway), tunnels conduits and other works, in the manner and to the extent required for such purposes, and conduct, store, sell and supply electricity and other power; and with such lines of wire, poles, conduits, motors or other conductors or devices, conduct, convey, furnish or receive such electricity, at any place, through, over, along or across any highway along its right of way.

Acquisition and transmission of power.

12. The Company may acquire electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is authorized to be built, and may receive, transform, transmit, distribute, supply and dispose of such power or energy in any form.

13. Nothing in this Act shall authorize the Company to construct or operate any telegraph or telephone lines or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed with such municipality. Telegraphs and telephones in municipalities.

2. The Company may construct and operate telegraph and telephone lines upon its railway, and, for the purpose of operating such lines or exchanging and transmitting messages, may enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies. Telegraphs and telephones upon Company's railways.

3. The Company may transmit messages for the public and collect rates or charges therefor; but no rates or charges shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time. Rates and charges. Approval of rates.

4. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company. R.S.C., c. 132.

No. 57.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate "La Compagnie du chemin de fer électrique de Trois-Rivières, St. Maurice, Maskinongé et Champlain."

First reading, February 14, 1905.

(PRIVATE BILL.)

MR. BUREAU.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 58.] **BILL.** [1905.

An Act respecting the Canadian Northern Railway Company.

Preamble.

WHEREAS the Canadian Northern Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Title of Act.

1. This Act may be cited as "The Canadian Northern Act, 1905."

Lines of railway authorized.

2. The Canadian Northern Railway Company, hereinafter called "the Company," may lay out, construct and operate the following lines of railway:—

(*a.*) from a point in or near Regina, north-westerly and westerly to a point on the Red Deer River in the District of Alberta, with a branch line west of the Saskatchewan River and thence northerly to a point in or near township forty-five, range four, west of the third meridian;

(*b.*) from a point in or near Regina, northerly to or near to Humboldt, thence north-easterly down or near the valley of the Carrot River to a point at or near the Pas Mission on the Saskatchewan River;

(*c.*) from a point on the line of the Canadian Northern Railway between Humboldt and the South Saskatchewan River, north-easterly to a point at or near the crossing of the South Saskatchewan River by the Prince Albert branch of the Canadian Northern Railway;

(*d.*) from a point on the line of the Canadian Northern Railway west of Battleford, into Battleford.

Issue of securities.

3. The limit to the amount of securities which the Company may issue and secure under sections 111 to 115, both inclusive, of *The Railway Act*, 1903, shall, with respect to the lines hereby authorized, be twenty thousand dollars per mile of such lines, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Time for construction limited.

4. The respective times for commencement and completion of the lines mentioned in section 2 of chapter 97 of the statutes of 1903, and of the lines authorized by this Act, are hereby fixed at two years and five years respectively from the passing of this Act.

Agreements with other companies.

5. Subject to the provisions of sections 281 to 283, both inclusive, of *The Railway Act*, 1903, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 281 and, in addition, for acquiring leases of any lines leased by any of such companies and acquiring running powers thereover, such companies being the Great Northern Railway of Canada, the Chateauguay and Northern Railway Company, the Irondale Bancroft and Ottawa Railway Company, the Quebec, New Brunswick and Nova Scotia Railway Company and the James Bay Railway Company.

No. 58.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Canadian Northern Railway Company.

First reading, February 14, 1905.

(PRIVATE BILL.)

MR. LAMONT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 59.] **BILL.** [1905.

An Act to amend the Act respecting the Jurisdiction of the Exchequer Court as to Railway Debts.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1903, c. 21, s. 1 amended.

1. Section 1 of chapter 21 of the statutes of 1903, is amended by adding thereto the following subsection:—

Effect of sale in Province of Quebec.

"3. Any sale ordered by the Exchequer Court, or a judge thereof, under this Act shall, in the Province of Quebec, have the same effect for all purposes as a sale by a sheriff."

No. 59.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Act respecting the Jurisdiction of the Exchequer Court as to Railway Debts.

First reading, February 14, 1905.

MR. GEOFFRION.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 60.] **BILL.** [1905.

An Act to incorporate the Algoma Copper Range Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Robert Davy Perry, of the city of Toronto, George Kemp and Frank Perry, both of the city of Sault Ste. Marie, in the State of Michigan, and Frank Mortimer Perry and John McKay, both of the town of Sault Ste. Marie, in the District of Algoma, and Province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Algoma Copper Range Railway Company," hereinafter called "the Company."

Corporate name.

Declaratory.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada.

Provisional directors.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company.

Capital stock.

4. The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office.

5. The head office of the Company shall be in the town of Sault Ste. Marie, in the District of Algoma, in the Province of Ontario.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the first Wednesday in February.

Number of directors.

7. The number of directors shall be five, one or more of whom may be paid directors.

Line of railway described.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, from a point in or near Batchewana Bay, in the District of Algoma, thence easterly to the Superior Copper Mines, thence easterly a distance of about one hundred and twenty miles by the most feasible route to a point on the main line of the Canadian Pacific Railway between Cartier and Biscotasing station in the District of Algoma, in the Province of Ontario.

Powers of Company.

Lands, water powers.

Electricity.

Shares in similar companies.

Shares in mining and lumber companies.

Docks, etc.

9. The Company may, for the purpose of its undertaking,—

(*a.*) acquire, utilize and develop lands, water powers, rights, easements and privileges in the vicinity of its railway, and construct, maintain and operate such dams, reservoirs, buildings and works for the generation, transmission and distribution of electricity for light, heat, power, or any other purpose in connection with its undertaking ; and may dispose of surplus water, electricity, and power so developed or generated, and not required for the purposes of the Company ; and may acquire and dispose of shares in, and enter into agreements with, any company incorporated for any of the purposes aforesaid ;

(*b.*) acquire and dispose of shares in any incorporated company authorized to acquire, develop, work and dispose of mines, minerals, mining rights, timber and timber lands in the vicinity of its railway, or to crush, smelt reduce, amalgamate or otherwise treat and dispose of the ores and products of any such lands, or to engage in the manufacture and sale of the products thereof;

(*c.*) erect and maintain ore and other docks, dock yards, wharfs, slips and piers at any point on its railway.

Issue of paid-up stock.

10. The directors elected by the shareholders may make and issue as paid-up stock, shares in the Company, whether subscribed for or not, and may allot and hand over such stock in payment for right of way, lands, privileges, plant, rolling stock, docks, wharfs, materials or property of any kind which the Company is authorized to acquire, and also for the services of contractors and engineers, and such issue and allotment of stock shall be binding on the Company, and such stock shall not be assessable for calls.

Aid to Company.

11. The Company may receive, in aid of the construction, purchase, equipment or maintenance of its railway or of the works authorized by this Act, grants of real and personal property, sums of money, debentures and subsidies, or the guarantee of bonds or other securities, either in payment or as subventions for services, or as gifts by way of bonus.

Mining companies may acquire shares in the Company.

12. Incorporated mining companies owning mining lands within ten miles of the Company's railway may subscribe for, acquire and purchase shares in the Company, provided that a by-law giving such authority is passed by a vote of not less than two-thirds in value of the shareholders of each such mining company present or represented by proxy at a special general meeting of such company duly called for considering the subject of such by-law.

Issue of securities.

13. The securities issued by the Company shall not exceed twenty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

No. 60.

1st Session, 10th Parliament, 4-5 Edward V

BILL.

An Act to incorporate the Copper Range Railway Compa

First reading, February 17, 19

(PRIVATE BILL.)

MR. DY

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Maje
1905

No. 61.] **BILL.** [1905.

An Act to incorporate the Lebonk and Thunder Bay Railway Company.

Preamble. WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation. **1.** Robert Henry Flaherty and Harry Edward Knobel, both of the town of Port Arthur, in the Province of Ontario, and George Andrew Elliott, of the city of Winnipeg, in the Province of Manitoba, together with such persons as become shareholders in the company, are incorporated under the name of "The Lebonk and Thunder Bay Railway Company," hereinafter called "the Company." Corporate name.

Declaratory. **2.** The undertaking of the Company is declared to be a work for the general advantage of Canada.

Provisional directors. **3.** The persons named in section 1 of this Act are constituted provisional directors of the Company.

Capital stock. **4.** The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office. **5.** The head office of the Company shall be in the town of Port Arthur, in the Province of Ontario.

Annual meeting. **6.** The annual meeting of the shareholders shall be held on the first Thursday in September.

Number of directors. **7.** The number of directors shall be not less than three nor more than nine, one or more of whom may be paid directors.

Line of railway described. **8.** The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point on Thunder Bay, Lake Superior, following the course of the Blende River in a generally northerly direction to the Lebonk Mine, on lot number 1, Herricks Survey, township of McTavish, in the Province of Ontario, and thence in a generally westerly direction to a point on the south shore of Loon Lake in the said township.

Issue of securities.

9. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements with other companies.

10. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Thunder Bay, Nipigon and St. Joe Railway Company and the Grand Trunk Pacific Railway Company.

No. 61.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Lebonk and Thunder Bay Railway Company.

First reading, February 17, 1905.

(PRIVATE BILL.)

MR. BOLE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 62.] **BILL.** [1905.

An Act respecting the Edmonton, Yukon and Pacific Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1896 (1st Sess.) c. 117; 1898, c. 63; 1899, c. 64; 1901, c. 57; 1903, c. 116.

1. The Edmonton, Yukon and Pacific Railway Company may, within five years after the passing of this Act, construct the railways which have been authorized by the Acts relating to the said company, and if the said railways are not constructed within the said period the powers granted for such construction shall cease and be null and void with respect to so much of the said railways as then remains uncompleted. Time for construction of railways extended.

2. Chapter 116 of the statutes of 1903 is repealed. 1903, c. 116 repealed.

No. 62.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Edmonton, Yukon and Pacific Railway Company.

First reading, February 17, 1905.

(PRIVATE BILL.)

MR. LAMONT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 63.] **BILL.** [1905.

An Act to incorporate the Brantford and Woodstock Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Charles Horatio Waterous, Lloyd Harris, Christopher Cook, John Muir, James Harley and Edmund Sweet, all of the city of Brantford, and Malcolm Douglas, Dennis Weston Karn and William Tiffany Parke, all of the city of Woodstock, together with such persons as become shareholders in the company, are incorporated under the name of "Brantford and Woodstock Railway Company," hereinafter called "the Company."

Corporate name.

Declaratory.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada.

Provisional directors.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company.

Capital stock.

4. The capital stock of the Company shall be five hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office.

5. The head office of the Company shall be in the city of Brantford.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the first Wednesday in September.

Number of directors.

7. The number of directors shall be seven, one or more of whom may be paid directors.

Line of railway described.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point at or near the city of Brantford, through the townships of Brantford, Burford East, Oxford and Blandford, to a point at or near the city of Woodstock.

Issue of securities.

9. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

No. 63.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Brantford and Woodstock Railway Company.

First reading, February 17, 1905.

(PRIVATE BILL.)

MR. SCHELL,
(Oxford.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 64.] **BILL.** [1905.

An Act respecting the Central Counties Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The Central Counties Railway Company, hereinafter called "the Company," may lay out, construct and operate a railway of a gauge of four feet eight and one-half inches from its present terminus at or near Point Fortune, on or near the boundary line between the Province of Ontario and the Province of Quebec, thence crossing the Ottawa River to a point at or near the village of Carillon, in the county of Argenteuil, and thence to the city of Montreal, passing through the counties of Argenteuil, Two Mountains, Laval and Jacques Cartier. Line of railway authorized.

2. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the said railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities for railway.

3. The capital stock of the Company may be increased to one million dollars. Capital may be increased.

4. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Jacques Cartier Union Railway Company, the Canada Atlantic Railway Company, the Carillon and Grenville Railway Company, the Ottawa Valley Railway Company, the Great Northern Railway of Canada, the Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, the Chateauguay and Northern Railway Company, the Montreal Park and Island Railway Company, and the Montreal Terminal Railway Company. Agreements with other companies.

5. The Company may— Powers of Company.

(*a.*) acquire and use water powers and operate electrical works for the use and transmission of electric power for the use of its railway and undertaking, and may sell or lease any surplus power not required for the purposes of its undertaking; Electric power.

(*b.*) acquire and maintain hotels, parks and places of amusement along the line of its railway. Hotels, parks, etc.

Telegraphs and telephones.

6. The Company may construct and operate telegraph and telephone lines upon its railway, and, for the purpose of operating such lines or exchanging or transmitting messages, may enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of such companies, or may lease its own lines.

Rates and charges.

2. The Company may transmit messages for the public and collect rates or charges therefor, but no rate or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Governor in Council, who may also revise such rates or charges from time to time.

R.S.C., c. 132.

3. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company.

Docks and terminal facilities.

7. The Company may erect and maintain docks, dock-yards, wharfs, slips, piers, warehouses and other terminal facilities at any point on or in connection with its railway, and at all the termini thereof on navigable waters, for the convenience and accommodation of vessels and elevators; and may also acquire, own, hold, charter, work and run steam and other vessels for cargo and passengers upon any navigable water which the railway of the Company reaches or connects with.

Vessels.

Bond issue on docks, terminal property and vessels.

8. The Company may issue bonds upon any of the properties mentioned in section 7 of this Act, and upon its terminal property in the city of Montreal and vicinity, and such bonds shall be a first lien and charge on the properties specified in the said bonds; provided that in no case shall the amount of bonds issued exceed the cost of the property with respect to which such bonds are issued.

Buildings on company's land not to be subject to liens.

2. The Company may grant to any person the right to erect, on land belonging to the Company, warehouses, elevators or other buildings or works for the purpose of giving greater facilities to the public in doing business with the Company; and the buildings so erected shall not be bound by, or subject to, any mortgage or lien on the property of the Company without the consent of the owner of such buildings.

Bridges.

9. The Company may construct, maintain, and use bridges for railway and other purposes, with the necessary approaches thereto, over the Ottawa River and the branches thereof, and over the Carillon and Grenville Canal from a point near the village of Point Fortune, in the Province of Ontario, to a point between the villages of Carillon and Grenville, in the county of Argenteuil, in the Province of Quebec, and may connect the said bridges with its line of railway; and the Company may extend or divert its main line of railway, in as direct a route as possible, to connect with each of the said bridges.

Lights on bridges.

2. From sundown until sunrise, during the season of navigation, suitable lights shall always be maintained by the Company on the piers of the said bridges to guide vessels approaching from either direction.

When bridge construction may be commenced.

10. The Company shall not commence the construction of any of the said bridges, or any work thereunto appertaining,

until it has submitted to the Governor in Council plans of the said bridge and of all the intended works thereunto appertaining, nor until the plans and site of such bridge have been approved of by the Governor in Council, and such conditions as he thinks fit for the public good to impose touching the said bridge and the said works have been complied with; nor shall any such plans be altered, or any deviation therefrom allowed, except upon the permission of the Governor in Council, and upon such conditions as he imposes. Plans of bridges.

11. The Company may construct the said bridges for the use of foot passengers and carriages, or either, as well as for railway purposes, and may, for such use, charge tolls approved of by the Board of Railway Commissioners for Canada. Use of bridges for general purposes. Tolls.

12. So soon as the said bridges are completed and ready for traffic, all trains and cars of all railways connecting therewith, and also the trains and cars of all companies whose lines connect with the line of any company so connecting with the said bridges and approaches, shall have the same and equal rights and privileges in the passage of the said bridges, so that no discrimination or preference in the passage of the said bridges and approaches, or in tariff rates for transportation, shall be made in favour of or against any railway whose business or trains pass over the said bridges. Equal rights over bridges to all railways. Discrimination prohibited.

13. In case of any disagreement as to the rights of any railway company whose business or trains pass over the said bridges, or as to the tariff rates to be charged in respect thereof, the same shall be determined by the Board of Railway Commissioners for Canada, as provided in *The Railway Act*, 1903. Settlement of disputes.

14. The said bridges shall be commenced within three years and completed within five years from the passing of this Act; otherwise the powers granted under section 9 of this Act shall cease and be null and void as respects such of the said bridges as then remain uncompleted. Time for construction of bridges limited.

15. The Company may issue securities for an amount not exceeding four hundred thousand dollars, in aid of the construction of the said bridges. Issue of securities for bridges.

2. The said bonds shall be called "bridge bonds," and shall be the first preferential claim and charge upon the said bridges, but shall not constitute a charge upon any other part of the railway of the Company. "Bridge bonds."

3. The mortgage deed securing the said bonds may contain a provision, among others, that all tolls and revenues derived from the use of the said bridges shall be specially charged and pledged as security for the said bonds and the interest thereon. Mortgage securing bonds.

16. The construction of the railway authorized by this Act shall be commenced within two years after the passing of this Act, and the railways authorized by this Act and by the other Acts relating to the Company shall be completed and put in operation within five years after the passing of this Act, otherwise the powers of construction shall cease and be null and void as respects so much of the said railways as then remains uncompleted. Time for construction of railways extended.

No. 64.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Central Counties Railway Company.

First reading, February 20, 1905.

(PRIVATE BILL.)

MR. STEWART.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 65.] **BILL.** [1905.

An Act respecting the James Bay Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1895, c. 50; 1897, c. 47; 1899, c. 71; 1902, c. 65; 1904, c. 88.

Title of Act.

1. This Act may be cited as "The James Bay Railway Act, 1905."

Power to change name.

2. The James Bay Railway Company, hereinafter called "the Company," may, with the consent of the Governor in Council, change its name to any other name approved of by the Governor in Council; but such change of name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in anyway affect any suit or proceeding now pending, or judgment existing either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

Lines of railway authorized.

3. The Company may construct the following lines of railway:—

(*a.*) from a point on the Company's line south of Lake Muskoka, thence easterly to Ottawa;

(*b.*) from a point on or near the French River, thence easterly, passing through or near Ottawa and Hawkesbury, to Montreal, branching on Montreal Island to enter Montreal from both the north-east and south-west;

(*c.*) from a point on the Company's line at or near Sudbury, thence westerly and south of Lake Nepigon to a point on the Canadian Northern Railway west of Port Arthur, passing through or near Port Arthur or with a branch to Port Arthur.

Issue of securities for vessels, hotels, properties, etc.

4. The Company may, from time to time, issue securities for the purposes of the acquisition by purchase, construction or otherwise, of vessels, hotels, terminals, parks and other properties required or used in connection with the undertaking of the Company, and secure them by mortgage on the properties so acquired; provided that the limit to the amount of securities which the Company may issue and secure under sections 111 to 115, both inclusive, of *The Railway Act*, 1903, in respect of the said purposes and the construction of the Company's authorized lines of railway shall be fixed at thirty thousand dollars per mile of such lines of railway, and such securities

may be issued only in proportion to the length of such lines of railway constructed or under contruct to be constructed.

Time for construction of railway extended.

5. Unless the Company commences within two years, and completes and puts in operation within five years, after the passing of this Act, the lines of railway which the Company is authorized to construct, the powers granted for construction shall cease with respect to so much of the said lines as then remains uncompleted.

Agreements with other companies.

6. Subject to the provisions of sections 281 to 283, both inclusive, of *The Railway Act*, 1903, the Company may enter into agreements with the Quebec, New Brunswick and Nova Scotia Railway Company for any of the purposes specified in the said section 281, and the Company may lease its lines or leased lines, or any of them, to the Canadian Northern Railway Company, or give that company running powers thereover.

No. 65.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the James Bay Railway Company.

First reading, February 20, 1905.

(PRIVATE BILL.)

MR. WATSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 66.] **BILL.** [1905.

An Act to amend the Criminal Code, 1892, with respect to appeals from certain Summary Convictions.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 582 of the said Code is amended by adding after the word "service," in the seventh line thereof, the following words:—"and that such person has been paid or tendered his proper witness fees and travelling expenses as provided by section 871 of this Code." 1892, c. 29, s. 582 amended.

2. Section 879 of the said Code, is amended by adding after the word "Ontario," in the seventh line thereof, the words "when the conviction adjudges imprisonment only," and by inserting after the word "Peace," in the eighth line thereof, the words "and in all other cases to the Division Court of the division of the county in which the cause of the information or complaint arose." Section 879 amended.

3. Subsection 2 of the said section 879 is amended by adding after the word "Renfrew," in the third line thereof, the words "when the conviction adjudges imprisonment only, and in all other cases to the Division Court of the county of Renfrew held nearest to the place where the cause of the information or complaint arose." Section 879 amended.

4. Paragraph (*b*) of section 880 of the said Code is repealed and the following is substituted therefor: Section 880 amended.

"(*b.*) The appellant shall give notice of his intention to appeal by filing in the office of the clerk of the court appealed to, and serving the respondent with a copy thereof, a notice in writing setting forth with reasonable certainty the conviction appealed against and the court appealed to, within ten days after the conviction complained of, and shall, at least five days before the hearing of such appeal, serve upon the respondent or his solicitor a notice setting forth the grounds of such appeal."

5. Paragraph (*c*) of the said section is amended by striking out the word "justice" in the fifth line thereof, and inserting in lieu thereof the words "county judge, clerk of the peace, or justice of the peace for the county in which such conviction has been made," and by striking out all the words in said subsection after the word "court" in the eighth line thereof Section 880 amended.

down to and including the word "appeal" in the seventeenth line thereof, and by striking out the words "or such deposit being made" in the eighteenth line thereof.

Section 880 amended.

6. The said section 880 is further amended by inserting the following paragraph immediately after paragraph (*c*) :—

"(*cc.*) Either party to such appeal may have it tried by jury by giving a notice therefor and by service of such notice upon the opposite party or his solicitor and filing the same with the clerk of the court appealed to not less than ten days before the hearing of such appeal, and upon paying such fees and subject to such rules as are prescribed by the court appealed to respecting trials by jury."

No. 66.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Criminal Code, 1892, with respect to appeals from certain Summary Convictions.

First reading, February 20, 1905.

MR. PORTER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 67.] **BILL.** [1905.

An Act to amend the Criminal Code, 1892.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 523 of *The Criminal Code*, 1892, is amended by inserting after the word "conviction," in the second line thereof, the words " at the option of the accused." 1892, c. 29, s. 523 amended.

No. 67.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Criminal Code, 1892.

First reading, February 21, 1905.

Mr. Guthrie.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 68.] **BILL.** [1905.

An Act respecting a patent of the Paper Goods Company, Limited.

Preamble.

WHEREAS The Paper Goods Company, Limited, having its head office at the city of Toronto, in the Province of Ontario, has, by its petition, represented that it is the holder of letters patent issued under the seal of the Patent Office, and dated the fourth day of June, one thousand eight hundred and ninety-eight, for patent number sixty thousand two hundred and twenty-nine, for improvements in cigar pockets; and whereas the said company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Commissioner of Patents may extend term of patent.

R.S.C., c. 61.

1. Notwithstanding anything in *The Patent Act*, or in the letters patent mentioned in the preamble, the Commissioner of Patents may receive from The Paper Goods Company, Limited, the application for a certificate of payment and the usual fees for an extension of the duration of the said patent for the remainder of the term of eighteen years from the date of the said letters patent, and may grant and issue to the said company the certificate of payment of fees provided by *The Patent Act*, and an extension of the duration of the said patent to the full term of eighteen years.

Rights of third persons saved.

2. Any person who has, within the period between the fourth day of June, one thousand nine hundred and four, and the extension hereunder of the duration of the said patent, acquired by assignment, user, manufacture or otherwise, any interest or right in respect of such improvement or invention, shall continue to enjoy such interest or right to the same extent as if this Act had not been passed.

No. 68.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting a patent of the Paper Goods Company, Limited.

First reading, February 21, 1905.

(PRIVATE BILL.)

MR. MACDONELL.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 69.] **BILL.** [1905.

An Act to establish and provide for the Government of the Province of Alberta.

WHEREAS in and by *The British North America Act*, 1871, being chapter 28 of the Acts of the Parliament of the United Kingdom passed in the session thereof held in the 34th and 35th years of the reign of Her late Majesty Queen Victoria, it is enacted that the Parliament of Canada may from time to time establish new provinces in any territories forming for the time being part of the Dominion of Canada, but not included in any province thereof, and may, at the time of such establishment, make provision for the constitution and administration of any such province, and for the passing of laws for the peace, order and good government of such province, and for its representation in the said Parliament of Canada; Preamble.

And whereas it is expedient to establish as a Province the territory hereinafter described, and to make provision for the government thereof and the representation thereof in the Parliament of Canada: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The territory comprised within the following boundaries, that is to say,—commencing at the intersection of the international boundary dividing Canada from the United States of America by the fourth meridian in the system of Dominion lands surveys; thence westerly along the said international boundary to the eastern boundary of the Province of British Columbia; thence northerly along the said eastern boundary of the Province of British Columbia to the north-east corner of the said Province; thence easterly along the parallel of the sixtieth degree of north latitude to the fourth meridian in the system of Dominion lands surveys as the same may be hereafter defined in accordance with the said system; thence southerly along the said fourth meridian to the point of commencement,—is hereby established as a Province of the Dominion of Canada, to be called and known as the Province of Alberta. Province of Alberta formed; its boundaries.

2. The provisions of *The British North America Acts*, 1867 to 1886, shall apply to the Province of Alberta in the same way and to the like extent as they apply to the provinces heretofore comprised in the Dominion, as if the said Province of Alberta had been one of the provinces originally united, except in so far as varied by this Act and except such provisions as are in terms made, or by reasonable intendment may be held B. N. A. Acts, 1867 to 1886, to apply.

to be, specially applicable to or only to affect one or more and and not the whole of the said Provinces.

Representation in the Senate.

3. The said Province shall be represented in the Senate of Canada by four members: provided that such representation may, after the completion of the next decennial census, be from time to time increased to six by the Parliament of Canada.

Representation in the House of Commons.

Readjustment.

4. Subject to the provisions of the next following section, the said Province shall be represented in the House of Commons by five members, each of the electoral districts defined in Schedule A to this Act returning one member, such representation to be readjusted from time to time according to the provisions of the fifty-first section of *The British Lorth America Act*, 1867: Provided that, upon the completion of the next quinquennial census for the said Province, the representation thereof shall be readjusted by the Parliament of Canada in such a manner that there shall be assigned to the said Province such a number of members as will bear the same proportion to the number of its population ascertained at such quinquennial census as the number sixty-five bears to the number of the population of Quebec as ascertained at the last decennial census, and in the computation of the number of members for the said Province a fractional part not exceeding one-half of the whole number requisite for entitling the Province to a member shall be disregarded and a fractional part exceeding one-half of that number shall be deemed equivalent to the whole number.

When readjustment shall take effect.

5. If there is at the time this Act comes into force a subsisting Parliament of Canada, the readjustment authorized or provided for by the proviso to the next preceding section shall not have effect until the dissolution or expiry of such Parliament, but the said Province, and the Province of Saskatchewan, also established by an Act of the present session, shall, until such dissolution or expiry, continue to be represented in the House of Commons as provided by chapter 60 of the statutes of 1903, each of the electoral districts defined in that part of the schedule to the said Act which relates to the North West Territories, whether such district is wholly in one of the said Provinces, or partly in one and partly in the other of them, being represented by one member.

Election of members of House of Commons.

6. Until the Parliament of Canada otherwise provides the qualifications of voters for the election of members of the House of Commons and the proceedings at and in connection with elections of such members shall, *mutatis mutandis*, be those prescribed by law at the time this Act comes into force with respect to such elections in the North West Territories.

Executive Council.

7. The Executive Council of the said Province shall be composed of such persons, under such designations, as the Lieutenant Governor from time to time thinks fit.

Seat of Government.

8. Unless and until the Lieutenant Governor in Council of the said Province otherwise directs, by proclamation under the Great Seal, the seat of government of the said Province shall be at Edmonton.

Powers of Lieutenant Governor and Council.

9. All powers, authorities and functions which under any law were before the coming into force of this Act vested in or exercisable by the Lieutenant Governor of the North West Territories, with the advice, or with the advice and consent, of the Executive Council thereof, or in conjunction with that Council or with any member or members thereof, or by the said Lieutenant Governor individually, shall, so far as they are capable of being exercised after the coming into force of this Act in relation to the government of the said Province, be vested in and shall or may be exercised by the Lieutenant Governor of the said Province, with the advice or with the advice and consent of, or in conjunction with, the Executive Council of the said Province or any member or members thereof, or by the Lieutenant Governor individually, as the case requires, subject nevertheless to be abolished or altered by the Legislature of the said Province.

Great Seal.

10. The Lieutenant Governor in Council shall, as soon as may be after this Act comes into force, adopt and provide a Great Seal of the said Province, and may, from time to time, change such seal.

Legislature.

11. There shall be a Legislature for the said Province consisting of the Lieutenant Governor, and one House to be styled the Legislative Assembly of Alberta.

Legislative Assembly.

12. Until the said Legislature otherwise provides, the Legislative Assembly shall be composed of twenty-five members, to be elected to represent the electoral divisions defined in Schedule B to this Act, having due regard to the distribution of population and existing local divisions.

Election of members of Assembly.

13. Until the said Legislature otherwise determines, all the provisions of the law with regard to the constitution of the Legislative Assembly of the North West Territories and the election of members thereof shall apply, *mutatis mutandis*, to the Legislative Assembly of the said Province and the elections of members thereof respectively.

Writs for first election.

14. The writs for the election of the members of the first Legislative Assembly of the said Province shall be issued by the Lieutenant Governor and made returnable within six months after this Act comes into force.

Laws, courts and officers continued.

15. Until otherwise provided by competent authority, and subject to the provisions of this Act, all laws and ordinances not inconsistent with this Act in force in the territory comprised in the said Province on the thirtieth day of June, one thousand nine hundred and five, and all courts of civil and criminal jurisdiction and all commissions, powers and authorities and all officers, judicial, administrative and ministerial, existing or holding office at that time shall continue therein as if such territory had not been established as a province.

Legislation respecting education.

16. The provisions of section 93 of *The British North America Act*, 1867, shall apply to the said Province as if, at the date upon which this Act comes into force the territory com-

prised therein were already a Province, the expression "the Union" in the said section being taken to mean the said date.

Separate schools.

2. Subject to the provisions of the said section 93, and in continuance of the principle heretofore sanctioned under *The North West Territories Act*, it is enacted that the Legislature of the said Province shall pass all necessary laws in respect of education, and that it shall therein always be provided (*a*) that a majority of the ratepayers of any district or portion of the said Province, or of any less portion or subdivision thereof, by whatever name it is known, may establish such schools therein as they think fit, and make the necessaay assessments and collection of rates therefor, and (*b*) that the minority of the ratepayers therein, whether Protestant or Roman Catholic, may establish separate schools therein, and make the necessary assessment and collection of rates therefor, and (*c*) that in such case the ratepayers establishing such Protestant or Roman Catholic separate schools shall be liable only to assessment of such rates as they impose upon themselves with respect thereto.

Moneys for support of schools.

3. In the appropriation of public moneys by the Legislature in aid of education, and in the distribution of any moneys paid to the Government of the said Province arising from the school fund established by *The Dominin Lands Act*, there shall be no discrimination between the public schools and the separate schools, and such moneys shall be applied to the support of public and separate schools in equitable shares or proportion.

Subsidy to province.

17. The following amounts shall be allowed as an annual subsidy to the Province of Saskatchewan and shall be paid by the Government of Canada, by half-yearly instalments in advance, to the said Province, that is to say :—

For government.

(*a*) for the support of the Government and Legislature, fifty thousand dollars;

In proportion to population.

(*b.*) on an estimated population of two hundred and fifty thousand, at eighty cents per head, two hundred thousand dollars, subject to be increased as hereinafter mentioned, that is to say :—a census of the said Province shall be taken in every fifth year, reckoning from the general census of one thousand nine hundred and one, and an approximate estimate of the population shall be made at equal intervals of time between each quinquennial and decennial census ; and whenever the population, by any such census or estimate, exceeds two hundred and fifty thousand, which shall be the minimum on which the said allowance shall be calculated, the amount of the said allowance shall be increased accordingly, and so on until the population has reached eight hundred thousand souls.

Interest to be paid to province on a certain sum.

18. Inasmuch as the said Province is not in debt, it shall be entitled to be paid and to receive from the Government of Canada, by half-yearly payments in advance, interest at the rate of five per cent per annum on the sum of eight million one hundred and seven thousand five hundred dollars.

Compensation to province for public lands.

19. Inasmuch as the public lands in the said Province are to remain the property of Canada, there shall be paid by Canada to the said Province annually by way of compensation therefor a sum based upon the estimated value of such lands,

namely, $37,500,000, the said lands being assumed to be of an area of 25,000,000 acres and to be of the value of $1.50 per acre, and upon the population of the said Province, as from time to time ascertained by the quinqueunial census thereof, such sum to be arrived at as follows :—

The population of the said Province being assumed to be at present 250,000, the sum payable until such population reaches 400,000 is to be one per cent on such estimated value, or $375,000 ;

Thereafter, until such population reaches 800,000, the sum payable is to be one and one-half per cent on such estimated value, or $562,500 ;

Thereafter, until such population reaches 1,200,000, the sum payable is to be two per cent on such estimated value, or $750,000 ;

And thereafter such payment is to be three per cent on such estimated value, or $11,12,500.

Further compensation.

2. As additional compensation for such lands there shall be paid by Canada to the said Province annually for five years from the time this Act comes into force, to provide for the construction of necessary public buildings, one-quarter of one per cent on such estimated value, or $94,500.

Lands vested in the Crown

20. The Dominion lands in the said Province shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, subject to the provisions of *The North West Territories Act*, as amended, with respect to road allowances and roads or trails as in force on the thirtieth day of June, one thousand nine hundred and five, which shall apply to the said Province with the substitution therein of the said Province for the North West Territories.

Division of assets and liabilities between Saskatchewan and Alberta.

Arbitration.

21. All properties and assets of the North West Territories shall be divided equally between the said Province and the Province of Saskatchewan, and the two provinces shall be jointly and equally responsible for all debts and liabilities of the North West Territories: Provided that, if any difference arises as to the division and adjustment of such properties, assets, debts and liabilities, such difference shall be referred to the arbitrament of three arbitrators, one of whom shall be chosen by the Lieutenant Governor in Council of each Province, and the third by the Governor in Council. The selection of such arbitrators shall not be made until the Legislatures of the Provinces have met, and the arbitrator chosen by Canada shall not be resident of either Province.

Rights of H. B. Co. saved.

22. Nothing in this Act shall in any way prejudice or affect the rights of properties of the Hudson's Bay Company acquired, held or existing under and by virtue of the conditions of the deed under which that company surrendered Rupert's Land to the Crown.

Provision as to C.P.R. Co.

23. The powers hereby granted to the said Province shall be exercised subject to the provisions of section 16 of the con-

tract set forth in the schedule to chapter 1 of the statutes of 1881, being an Act respecting the Canadian Pacific Railway Company.

Commencement of Act.

24. This Act shall come into force on the first day of July, one thousand nine hundred and five.

No. 69.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act to establish and provide for the Government of the Province of Alberta.

First reading, February 21, 1905.

SIR WILFRID LAURIER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 69.] **BILL.** [1905.

An Act to establish and provide for the Government of the Province of Alberta.

(*Reprinted as amended, and proposed to be further amended, in Committee of the Whole.*)

Preamble.

WHEREAS in and by *The British North America Act*, 1871, being chapter 28 of the Acts of the Parliament of the United Kingdom passed in the session thereof held in the 34th and 35th years of the reign of Her late Majesty Queen Victoria, it is enacted that the Parliament of Canada may from time to time establish new provinces in any territories forming for the time being part of the Dominion of Canada, but not included in any province thereof, and may, at the time of such establishment, make provision for the constitution and administration of any such province, and for the passing of laws for the peace, order and good government of such province, and for its representation in the said Parliament of Canada;

And whereas it is expedient to establish as a Province the territory hereinafter described, and to make provision for the government thereof and the representation thereof in the Parliament of Canada: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Province of Alberta formed; its boundaries.

1. The territory comprised within the following boundaries, that is to say,—commencing at the intersection of the international boundary dividing Canada from the United States of America by the fourth meridian in the system of Dominion lands surveys; thence westerly along the said international boundary to the eastern boundary of the Province of British Columbia; thence northerly along the said eastern boundary of the Province of British Columbia to the north-east corner of the said Province; thence easterly along the parallel of the sixtieth degree of north latitude to the fourth meridian in the system of Dominion lands surveys as the same may be hereafter defined in accordance with the said system; thence southerly along the said fourth meridian to the point of commencement,—is hereby established as a Province of the Dominion of Canada, to be called and known as the Province of Alberta.

B. N. A. Acts, 1867 to 1886, to apply.

2. The provisions of *The British North America Acts*, 1867 to 1886, shall apply to the Province of Alberta in the same way and to the like extent as they apply to the provinces heretofore comprised in the Dominion, as if the said Province of Alberta had been one of the provinces originally united, except in so far as varied by this Act and except such provisions as are in terms made, or by reasonable intendment may be held

to be, specially applicable to or only to affect one or more and and not the whole of the said Provinces.

Representation in the Senate.

3. The said Province shall be represented in the Senate of Canada by four members: provided that such representation may, after the completion of the next decennial census, be from time to time increased to six by the Parliament of Canada.

Representation in the House of Commons.

4. The said province and the province of Saskatchewan shall, until the termination of the Parliament of Canada existing at the time of the first readjustment hereinafter provided for, continue to be represented in the House of Commons as provided by chapter 60 of the statutes of 1903, each of the electoral districts defined in that part of the schedule to the said Act which relates to the North-West Territories, whether such district is wholly in one of the said provinces, or partly in one and partly in the other of them, being represented by one member.

Readjustment after next quinquennial ceusus.

5. Upon the completion of the next quinquennial census for the said Province, the representation thereof shall forthwith be readjusted by the Parliament of Canada in such manner that there shall be assigned to the said Province such a number of members as will bear the same proportion to the number of its population ascertained at such quinquennial census as the number sixty-five bears to the number of the population of Quebec as ascertained at the then last decennial census; and in the computation of the number of members for the said Province a fractional part not exceeding one-half of the whole number requisite for entitling the Province to a member shall be disregarded, and a fractional part exceeding one-half of that number shall be deemed equivalent to the whole number, and such readjustment shall take effect upon the termination of the parliament then existing.

Subsequent readjustments.

2. The representation of the said Province shall thereafter be readjusted from time to time according to the provisions of section 51 of *The British North America Act*, 1867.

Election of members of House of Commons.

6. Until the Parliament of Canada otherwise provides the qualifications of voters for the election of members of the House of Commons and the proceedings at and in connection with elections of such members shall, *mutatis mutandis*, be those prescribed by law at the time this Act comes into force with respect to such elections in the North West Territories.

Executive Council.

7. The Executive Council of the said Province shall be composed of such persons, under such designations, as the Lieutenant Governor from time to time thinks fit.

Seat of Government.

8. Unless and until the Lieutenant Governor in Council of the said Province otherwise directs, by proclamation under the Great Seal, the seat of government of the said Province shall be at Edmonton.

Powers of Lieutenant Governor and Council.

9. All powers, authorities and functions which under any law were before the coming into force of this Act vested in or exercisable by the Lieutenant Governor of the North West

Territories, with the advice, or with the advice and consent, of the Executive Council thereof, or in conjunction with that Council or with any member or members thereof, or by the said Lieutenant Governor individually, shall, so far as they are capable of being exercised after the coming into force of this Act in relation to the government of the said Province, be vested in and shall or may be exercised by the Lieutenant Governor of the said Province, with the advice or with the advice and consent of, or in conjunction with, the Executive Council of the said Province or any member or members thereof, or by the Lieutenant Governor individually, as the case requires, subject nevertheless to be abolished or altered by the Legislature of the said Province.

Great Seal.

10. The Lieutenant Governor in Council shall, as soon as may be after this Act comes into force, adopt and provide a Great Seal of the said Province, and may, from time to time, change such seal.

Legislature.

11. There shall be a Legislature for the said Province consisting of the Lieutenant Governor and one House to be styled the Legislative Assembly of Alberta.

Legislative Assembly.

12. Until the said Legislature otherwise provides, the Legislative Assembly shall be composed of twenty-five members, to be elected to represent the electoral divisions defined in the Schedule to this Act, having due regard to the distribution of population and existing local divisions.

Election of members of Assembly.

13. Until the said Legislature otherwise determines, all the provisions of the law with regard to the constitution of the Legislative Assembly of the North West Territories and the election of members thereof shall apply, *mutatis mutandis*, to the Legislative Assembly of the said Province and the elections of members thereof respectively.

Writs for first election.

14. The writs for the election of the members of the first Legislative Assembly of the said Province shall be issued by the Lieutenant Governor and made returnable within six months after this Act comes into force.

Laws, courts and officers continued.

15. Except as otherwise provided by this Act, all laws (including the provisions of *The North West Territories Act* and the amendments thereto, notwithstanding the repeal thereof by this Act), and all orders and regulations made thereunder, and all courts of civil and criminal jurisdiction, and all commissions, powers, authorities and functions, and all officers and functionaries, judicial, administrative and ministerial, existing immediately before the coming into force of this Act in the territory hereby established as the Province of Alberta, shall continue in the said Province as if this Act and the Act to establish and provide for the government of the Province of Saskatchewan had not been passed ; subject, nevertheless, except with respect to such as are enacted by or existing under Acts of the Parliament of Great Britain, or of the Parliament of the United Kingdom of Great Britain and Ireland, to be repealed, abolished or altered by the Parliament of Canada, or

by the legislature of the said Province, according to the authority of the Parliament, or of the said legislature under this Act: Provided that all powers, authorities and functions which, under any law, order or regulation were, before the coming into force of this Act, vested in or exercisable by any public officer or functionary of the North West Territories shall be vested in and exercisable in and for the said Province by like public officers and functionaries of the said Province when appointed by competent authority.

Proviso.

Province may abolish Supreme Court of N. W.T.

2. The legislature of the Province may, for all purposes affecting or extending to the said Province, abolish the Supreme Court of the North West Territories, and the offices, both judicial and ministerial, thereof, and the jurisdiction, powers and authority belonging or incident to the said court.

As to certain corporations in N.W.T.

3. All societies or associations incorporated by or under the authority of the legislature of the North West Territories existing at the time of the coming into force of this Act which include within their objects the regulation of the practice of or the right to practice any profession or trade in the North West Territories, such as the legal or the medical profession, dentistry, pharmaceutical chemistry and the like, shall continue, subject, however, to be dissolved and abolished by order of the Governor in Council, and each of such societies shall have power to arrange for and effect the payment of its debts and liabilities, and the division, disposition or transfer of its property.

As to joint-stock companies.

4. Every joint stock company lawfully incorporated by or under the authority of any ordinance of the North West Territories shall be subject to the legislative authority of the Province of Alberta if—

(*a.*) the head office or the registered office of such company is at the time of the coming into force of this Act situate in the Province of Alberta; and

(*b.*) the powers and objects of such company are such as might be conferred by the legislature of the said Province and not expressly authorized to be executed in any part of the North West Territories beyond the limits of the said Province.

Legislation respecting education.

16. The provisions of section 93 of *The British North America Act*, 1867, shall apply to the said Province as if, at the date upon which this Act comes into force the territory comprised therein were already a Province, the expression "the Union" in the said section being taken to mean the said date.

Separate schools.

2. Subject to the provisions of the said section 93, and in continuance of the principle heretofore sanctioned under *The North West Territories Act*, it is enacted that the Legislature of the said Province shall pass all necessary laws in respect of education, and that it shall therein always be provided (*a*) that a majority of the ratepayers of any district or portion of the said Province, or of any less portion or subdivision thereof, by whatever name it is known, may establish such schools therein as they think fit, and make the necessary assessments and collection of rates therefor, and (*b*) that the minority of the ratepayers therein, whether Protestant or Roman Catholic, may establish separate schools therein, and make the necessary assessment and collection of rates therefor, and (*c*) that in such

case the ratepayers establishing such Protestant or Roman Catholic separate schools shall be liable only to assessment of such rates as they impose upon themselves with respect thereto.

Moneys for support of schools.

3. In the appropriation of public moneys by the Legislature in aid of education, and in the distribution of any moneys paid to the Government of the said Province arising from the school fund established by *The Dominion Lands Act*, there shall be no discrimination between the public schools and the separate schools, and such moneys shall be applied to the support of public and separate schools in equitable shares or proportion.

[*Section proposed to be substituted in Committee of the Whole for section* 16 :—

16. Section 93 of *The British North America Act*, 1867, shall apply to the said Province, with the substitution for paragraph 1 of the said section 93, of the following paragraph :—

1. Nothing in any such law shall prejudicially affect any right or privilege with respect to separate schools which any class of persons have at the date of the passing of this Act, under the terms of chapters 29 and 30 of the Ordinances of the North-west Territories, passed in the year 1901.

(*a.*) In the appropriation by the Legislature or distribution by the Government of the Province of any moneys for the support of schools organized and carried on in accordance with the said chapter 29 or any Act passed in amendment thereof, or in substitution therefor, there shall be no discrimination against schools of any class described in the said chapter 29.

(*b.*) Where the expression "by law" is employed in subsection 3 of the said section 93, it shall be held to mean the law as set out in the said chapters 29 and 30, and where the expression "at the Union," is employed, in the said subsection 3, it shall be held to mean the date at which this Act comes into force.]

Subsidy to province.

17. The following amounts shall be allowed as an annual subsidy to the Province of Alberta and shall be paid by the Government of Canada, by half-yearly instalments in advance, to the said Province, that is to say :—

For government.

(*a*) for the support of the Government and Legislature, fifty thousand dollars;

In proportion to population.

(*b.*) on an estimated population of two hundred and fifty thousand, at eighty cents per head, two hundred thousand dollars, subject to be increased as hereinafter mentioned, that is to say :—a census of the said Province shall be taken in every fifth year, reckoning from the general census of one thousand nine hundred and one, and an approximate estimate of the population shall be made at equal intervals of time between each quinquennial and decennial census ; and whenever the population, by any such census or estimate, exceeds two hundred and fifty thousand, which shall be the minimum on which the said allowance shall be calculated, the amount of the said allowance shall be increased accordingly, and so on until the population has reached eight hundred thousand souls.

Annual payment to Province.

18. Inasmuch as the said Province is not in debt, it shall be entitled to be paid and to receive from the Government of Canada, by half-yearly payments in advance, an annual sum

of four hundred and five thousand three hundred and seventy-five dollars, being the equivalent of interest at the rate of five per cent per annum on the sum of eight million one hundred and seven thousand five hundred dollars.

Compensation to province for public lands.

19. Inasmuch as the said Province will not have the public land as a source of revenue, there shall be paid by Canada to the Province by half-yearly payments, in advance, an annual sum based upon the population of the Province as from time to time ascertained by the quinquennial census thereof, as follows :—

The population of the said Province being assumed to be at present two hundred and fifty thousand, the sum payable until such population reaches four hundred thousand, shall be three hundred and seventy-five thousand dollars ;

Thereafter, until such population reaches eight hundred thousand, the sum payable shall be five hundred and sixty-two thousand five hundred dollars;

Thereafter, until such population reaches one million two hundred thousand, the sum payable shall be seven hundred and fifty thousand dollars ;

And thereafter the sum payable shall be one million one hundred and twenty-five thousand dollars.

Further compensation.

2. As an additional allowance in lieu of public lands, there shall be paid by Canada to the Province annually by half-yearly payments, in advance, for five years from the time this Act comes into force, to provide for the construction of necessary public buildings, the sum of ninety-three thousand seven hundred and fifty dollars.

Lands vested in the Crown

20. The Dominion lands in the said Province shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, subject to the provisions of any Act of the Parliament of Canada with respect to road allowances and roads or trails as in force on the thirtieth day of June, one thousand nine hundred and five, which shall apply to the said Province with the substitution therein of the said Province for the North West Territories.

Rocky Mountains Park.

2. The Rocky Mountains Park shall continue to be subject to the provisions of the Acts of the Parliament of Canada applying thereto, and to regulations made or to be made under any such Act: Provided that the provincial laws shall apply to and be operative within the said park so far as they are not inconsistent with such Acts and regulations.

Division of assets and liabilities between Saskatchewan and Alberta.

Arbitration.

21. All properties and assets of the North West Territories shall be divided equally between the said Province and the Province of Saskatchewan, and the two Provinces shall be jointly and equally responsible for all debts and liabilities of the North West Territories: Provided that, if any difference arises as to the division and adjustment of such properties, assets, debts and liabilities, such difference shall be referred to the arbitrament of three arbitrators, one of whom shall be chosen by the Lieutenant Governor in Council of each Pro-

vince, and the third by the Governor in Council. The selection of such arbitrators shall not be made until the Legislatures of the Provinces have met, and the arbitrator chosen by Canada shall not be resident of either Province.

Rights of Government and of H. B. Co.

22. Nothing in this Act shall in any way prejudice or affect the rights or properties of the Hudson's Bay Company as contained in the conditions under which that company surrendered Rupert's Land to the Crown; and all rights, privileges and properties conferred on the Canadian Government by the said conditions shall, in so far as they relate to matters within the legislative authority of the Province, belong to and be vested in the government of the said Province.

Provision as to C.P.R. Co.

23. The powers hereby granted to the said Province shall be exercised subject to the provisions of section 16 of the contract set forth in the schedule to chapter 1 of the statutes of 1881, being an Act respecting the Canadian Pacific Railway Company.

Commencement of Act.

24. This Act shall come into force on the first day of July, one thousand nine hundred and five.

SCHEDULE.

(*Section* 12.)

The Province of Alberta shall be divided into twenty-five electoral divisions which shall respectively comprise and consist of the parts and portions of the province hereinafter described.

In the following descriptions where "meridians between ranges" and "boundaries of townships" or "boundaries of sections" are referred to as the boundaries of electoral divisions, these expressions mean the meridians, boundaries of townships or boundaries of sections, as the case may be, in accordance with the Dominion Lands system of surveys, and include the extension thereof in accordance with the said system.

Names and Descriptions of Divisions.

(1) The electoral division of Medicine Hat bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Alberta by the north boundary of the 38th township; thence westerly along the north boundary of the 38th townships to the meridian between the 10th and 11th ranges, west of the 4th meridian; thence southerly along the meridian between the 10th and 11th ranges to the southern boundary of the said province of Alberta; thence easterly along the said southern boundary of the province of Alberta to the south-east corner thereof; thence northerly along the eastern boundary of the said province of Alberta to the point of commencement.

(2) The electoral division of Cardston bounded as follows:—

Commencing at the southern boundary of the said province of Alberta where it is intersected by the meridian between the 10th and 11th ranges, west of the 4th meridian; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 5th township; thence westerly along the north boundary of the 5th township to the St. Mary river; thence along the St. Mary river up stream to the south boundary of the Blood Indian Reserve; thence westerly along the said south boundary of the Blood Indian Reserve to the Belly river; thence along the Belly river up stream to the north boundary of the 2nd township; thence westerly along the north boundary of the 2nd township to the western boundary of the said province of Alberta; thence in a southerly direction and along the said western boundary of the province of Alberta to the south-west corner thereof; thence easterly along the southern boundary of the said province of Alberta to the point of commencement.

(3) The electoral division of Lethbridge bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 5th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 14th township; thence westerly along the north boundary of the 14th townships to the Bow river; thence along the Bow river up stream to the north boundary of the 19th township; thence westerly along the north boundary of the 19th townships to the meridian between the 22nd and 23rd ranges, west of the 4th meridian; thence southerly along the said meridian between the 22nd and 23rd ranges to the Belly river; thence along the Belly river down stream to the St. Mary river; thence along the St. Mary river up stream to the north boundary of the 5th township; thence easterly along the north boundary of the 5th townships to the point of commencement.

(4) The electoral division of Macleod bounded as follows:—

Commencing at the south boundary of the Blood Indian Reserve where it is intersected by the St. Mary river; thence along the said St. Mary river down stream to the Belly river; thence along the said Belly river up stream to its most northerly intersection with the meridian between the 22nd and 23rd ranges, west of the 4th meridian; thence northerly along the said meridian between the 22nd and 23rd ranges to the north boundary of the 14th township; thence westerly along the north boundary of the 14th townships to the meridian between the 1st and 2nd ranges, west of the 5th meridian; thence southerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th township to the 5th meridian; thence southerly along the said 5th meridian to the north boundary of the 10th township; thence easterly along the said north boundary of tho 10th township to the meridian between the 29th and 30th ranges, west of the 4th meridian; thence southerly along the said meridian between the 29th and 30th ranges to the north boundary of the 9th township; thence

easterly along the said north boundary of the 9th township to the meridian between the 28th and 29th ranges, west of the 4th meridian; thence southerly along the said meridian between the 28th and 29th ranges and along the west boundary of the Peigan Indian Reserve to the south-west corner of the said Peigan Indian Reserve; thence easterly along the south boundary of the said Peigan Indian Reserve to the meridian between the 27th and 28th ranges west of the 4th meridian; thence southerly along the said meridian between the 27th and 28th ranges to the north boundary of the 3rd township; thence easterly along the said north boundary of the 3rd township to the Belly river; thence along the Belly river up stream to the south boundary of the said Blood Indian Reserve; thence easterly along the said south boundary of the Blood Indian Reserve to the point of commencement.

(5) The electoral division of Pincher to be bounded as follows:—

Commencing at the meridian between the 27th and 28th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 2nd township; thence northerly along the said meridian between the 27th and 28th ranges to the south boundary of the Blood Indian Reserve; thence westerly along the said south boundary of the Blood Indian Reserve to the Belly river; thence along the said Belly river down stream to the north boundary of the 3rd township; thence westerly along ehe said north boundary of the 3rd township to the meridian between the 27th and 28th ranges, west of the 4th meridian; thence northerly along the said meridian between the 27th and 28th ranges to the south boundary of the Peigan Indian Reserve; thence westerly along the said south boundary of the Peigan Indian Reserve to the south-west corner of the said Indian reserve; thence northerly along the west boundary of the said Indian reserve and along the meridian between the 28th and 29th ranges, west of the 4th meridian to the north boundary of the 9th township; thence westerly along the said north boundary of the 9th township to the meridian between the 29th and 30th ranges west of the 4th meridian; thence northerly along the said meridian between the 29th and 30th ranges to the north boundary of the 10th township; thence westerly along the said north boundary of the 10th township to the 5th meridian; thence northerly along the said 5th meridian to the north boundary of the 11th township; thence westerly along the said north boundary of the 11th township to the meridian between the 1st and 2nd ranges, west of the 5th meridian; thence northerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 14th township; thence westerly along the said north boundary of the 14th townships to the western boundary of the province of Alberta; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 2nd township; thence easterly along the said north boundary of the 2nd townships to the point oi commencement.

(6) The electoral district of Gleichen bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the

north boundary of the 14th township ; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 27th township ; thence westerly along the said north boundary of the 27th townships to the meridian between the 2nd and 3rd ranges, west of the 5th meridian ; thence southerly along the said meridian between the 2nd and 3rd ranges, to the north boundary of the 22nd township ; thence easterly along the said north boundary of the 22nd townships to the Bow river ; thence along the said Bow river down stream to the north boundary of the 14th township ; thence easterly along the said north boundary of the 14th townships to the point of commencement, excepting and reserving out of the said electoral division the city of Calgary, as incorporated by ordinance of the North-west Territories.

(7) The electoral division of Calgary City comprising the city of Calgary as incorporated by ordinance of the North-west Territories.

(8) The electoral division of Rosebud bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 27th township ; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 32nd township ; thence westerly along the said north boundary of the 32nd townships to the meridian between the 3rd and 4th ranges west of the 5th meridian ; thence southerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 29th township ; thence easterly along the said north boundary of the 29th township to the meridian between the 2nd and 3rd ranges, west of the 5th meridian ; thence southerly along the said meridian between the 2nd and 3rd ranges to the north boundary of the 27th township ; thence easterly along the said north boundary of the 27th townships to the point of commencement.

(9) The electoral division of High River bounded as follows :—

Commencing at the meridian between the 22nd and 23rd ranges, west of the 4th meridian, where it is intersected by the north boundary of the 14th township ; thence northerly along the said meridian between the 22nd and 23rd ranges to the north boundary of the 19th township ; thence easterly along the said north boundary of the 19th townships to the Bow river ; thence along the said Bow river up stream to the north boundary of the 22nd township ; thence westerly along the said north boundary of the 22nd townships to the western boundary of the province of Alberta ; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 14th township ; thence easterly along the said north boundary of the 14th townships to the point of commencement.

(10) The electoral division of Banff bounded as follows :—

Commencing at the meridian between the 2nd and 3rd ranges, west of the 5th meridian, where it is intersected by the north boundary of the 22nd township ; thence northerly along the said meridian between the 2nd and 3rd ranges to the north boundary of the 29th township ; thence westerly along the said north boundary of the 29th township to the meri-

dian between the 3rd and 4th ranges, west of the 5th meridian ; thence northerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 32nd township, thence westerly along the said north boundary of the 32nd townships to the western boundary of the province of Alberta ; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 22nd township ; thence easterly along the said north boundary of the 22nd townships to the point of commencement.

(11) The electoral division of Innisfail bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 32nd township ; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of section twenty-four in the 36th township ; thence westerly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the 36th townships to the Red Deer river, in the 28th range, west of the 4th meridian ; thence along the said Red Deer river down stream to the north boundary of section twenty-two, in the 37th township ; thence westerly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the 37th townships to the western boundary of the province of Alberta ; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 32nd township ; thence easterly along the said north boundary of the 32nd townships to the point of commencement.

(12) The electoral division of Red Deer bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of section 24, in the 36th township ; thence northerly along the said meridian between the 10th and 11th ranges to the said north boundary of the 38th township ; thence westerly along the said north boundary of the 38th townships to where the said north boundary of the 38th townships is intersected by the Red Deer river in the 26th range, west of the 4th meridian ; thence along the said Red Deer river up stream to the Blindman river ; thence along the said Blindman river up stream to the north boundary of the 39th township ; thence westerly along the said north boundary of the 39th townships to the North Saskatchewan river ; thence along the North Saskatchewan river up stream to the section line which bounds on the north the sections comprising the most southerly two-thirds of the 37th townships ; thence easterly along the said section line which bounds on the north the sections comprising the most southerly two-thirds of the 37th townships to the Red Deer river ; thence along the Red Deer river up stream to the north boundary of section twenty, in the 36th township ; thence easterly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the said 36th townships to the point of commencement.

(13) The electoral division of Vermilion bounded as follows:—

Commencing at the eastern boundary of the province of Alberta where it is intersected by the north boundary of the 38th township; thence northerly along the said eastern boundary of the province of Alberta to the North Saskatchewan river; thence along the North Saskatchewan river up stream to the meridian between the 10th and 11th ranges, west of the 4th meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 54th township; thence westerly along the said north boundary of the 54th townships to the meridian between the 19th and 20th ranges, west of the 4th meridian; thence southerly along the said meridian between the 19th and 20th ranges to the north boundary of section twenty-four, in the 47th township; thence easterly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships to the meridian between the 10th and 11th ranges, west of the 4th meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 38th township; thence easterly along the said north boundary of the 38th townships to the point of commencement.

(14) The electoral division of Lacombe bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 38th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 41st township; thence westerly along the said north boundary of the 41st townships to the North Saskatchewan river; thence along the said North Saskatchewan river; up stream to the north boundary of the 39th township; thence easterly along the said north boundary of the 39th townships to the Blindman River; thence along the said Blindman river down stream to the Red Deer river; thence along the said Red Deer river down stream to the north boundary of the 38th township; thence easterly along the said north boundary of the 38th townships to the point of commencement.

(15) The electoral division of Ponoka bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 41st township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 44th township; thence westerly along the north boundary of the 44th townships to the north Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 41st township; thence easterly along the said north boundary of the 41st townships to the point of commencement.

(16) The electoral division of Wetaskiwin bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is interested by the north boundary of the 44th township; thence northerly along

the said meridian between the 10th and 11th ranges to the section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th township; thence westerly along the said section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships to the North Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 44th township; thence easterly along the said north boundary of the 44th townships to the point of commencement.

(17) The electoral division of Leduc bounded as follows:—

Commencing at the meridian between the 19th and 20th ranges, west of the 4th meridian, where it is intersected by the section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 50th township; thence westerly along the said north boundary of the 50th townships to where the said north boundary of the 50th townships first intersects the North Saskatchewan river; thence along the North Saskatchewan river up stream to the section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th township; thence easterly along the said section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships to the point of commencement.

(18) The electoral division of Strathcona bounded as follows:—

Commencing at the meridian between the 19th and 20th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 50th township; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 53rd township; thence westerly along the said north boundary of the 53rd townships to the North Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 50th township; thence easterly along the said north boundary of the 50th townships to the point of commencement.

(19) The electoral division of Stony Plain bounded as follows:—

Commencing at the meridian between the 24th and 25th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 53rd township; thence westerly along the said north boundary of the 53rd township to the rear line of lots fronting on the east side of the Sturgeon river in the Saint Albert Settlement; thence in a southerly and westerly direction and along the said rear line to Big Lake; thence in a westerly direction and along the southerly, westerly and northerly shores of Big Lake to the south-west corner of lot D in the Saint Albert Settlement; thence westerly and along the southerly limit of lots E, F, G, H and I in the said Saint Albert Settlement to the south-east corner of the Indian Reserve Chief Michel Calahoo; thence westerly along the south boundary of the said Indian Reserve to the south-west corner thereof; thence northerly along the west boundary of the said Indian Reserve to the north boundary of the 54th township; thence westerly along the said north boundary of the 54th

townships to the 5th meridian; thence northerly along the said 5th meridian to the south boundary of the Indian Reserve Chief Alexander; thence westerly along the south boundary of the Indian Reserve Chief Alexander to the south-west corner of the said Reserve; thence northerly along the west boundary of the said Reserve Chief Alexander to the north boundary of the 55th township; thence westerly along the north boundary of the 55th townships to the western boundary of the province of Alberta; thence in a southerly direction and along the said western boundary of the province of Alberta to the section line which forms the north boundary of the sections comprising the most southerly two-thirds of the 37th township; thence easterly along the said section line which forms the north boundary of the sections comprising the most southerly two-thirds of the 37th townships to the North Saskatchewan river; thence along the said North Saskatchewan river down stream to its most northerly intersection with the meridian between the 24th and 25th ranges west of the 4th meridian; thence northerly along the said meridian beween the 24th and 25th ranges to the point of commencement.

(20) The electoral division of Edmonton City comprising the city of Edmonton as incorported by ordinance of the North-west Territories.

(21) The electoral division of Saskatchewan bounded as follows:—

Commencing at the 4th meridian where it is intersected by the North Saskatchewan river; thence northerly along the said 4th meridian to the north boundary of the 70th township; thence westerly along the said north boundary of the 70th townships to the meridian between the 10th and 11th ranges west of the 4th meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 58th township; thence westerly along the said north boundary of the 58th townships to the North Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 53rd township; thence easterly along the said north boundary of the 53rd township to the meridian between the 19th and 20th ranges west of the 4th meridian; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 54th township; thence easterly along the said north boundary of the 54th townships to the meridian between the 10th and 11th ranges, west of the 4th meridian; thence northerly along the said meridian between the 10th and 11th ranges to the North Saskatchewan river; thence along the said North Saskatchewan river down stream to the point of commencement.

(22.) The electoral division of Sturgeon bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 58th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 70th township; thence westerly along the said north boundary of the 70th townships to the meridian between the 24th and 25th ranges, west of the 4th meridian; thence southerly along the said meridian between the 24th and 25th ranges to the North Saskatchewan river;

thence along the said North Saskatchewan river down stream to the north boundary of the 58th township ; thence easterly along the said north boundary of the 58th townships to the point of commencement. Excepting and reserving out of the said electoral division the city of Edmonton as incorporated by ordinance of the North West Territories.

(23) The electoral division of Saint Albert bounded as follows :—

Commencing at the meridian between the 24th and 25th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 53rd township; thence northerly along the said meridian between the 24th and 25th ranges west of the 4th meridian to the north boundary of the 70th township ; thence westerly along the said north boundary of the 70th townships to the western boundary of the province of Alberta; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 55th township ; thence easterly along the said north boundary of the 55th township to the Indian Reserve Chief Alexander ; thence southerly along the western boundary of the said Indian Reserve Chief Alexander to the south-west corner of the said reserve; thence easterly along the south boundary of the said Indian Reserve Chief Alexander to the 5th meridian; thence southerly along the said 5th meridian to the north boundary of the 54th township ; thence easterly along the said north boundary of the 54th township to the west boundary of the Indian Reserve Chief Michel Calahoo ; thence southerly along the west boundary of the said Indian Reserve Chief Michel Calahoo to the south-west corner thereof; thence easterly along the south boundary of the said Indian Reserve Chief Michel Calahoo to the south-east corner thereof; thence in an easterly direction and along the southern limit of lots I, H, G, F, and E, in the Saint Albert Settlement to the south-west corner of lot D in the said Settlement; thence along the westerly and southerly shores of Big Lake in a westerly, southerly and easterly direction to the rear line of lot 55 in the said Saint Albert Settlement; thence in an easterly direction and along the rear line of lots fronting on the east side of the Sturgeon river in the said Saint Albert Settlement to the north boundary of the 53rd township; thence easterly along the north boundary of the 53rd township to the point of commencement.

(24) The electoral division of Peace River bounded as follows :—

Commencing at the meridian between the 19th and 20th ranges, west of the 5th meridian, where it is intersected by the north boundary of the 70th township ; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 80th township ; thence easterly along the said north boundary of the 80th townships to the meridian between the 13th and 14th ranges, west of the 5th meridian ; thence northerly along the said meridian between the 13th and 14th ranges to the north boundary of the 92nd township; thence easterly along the said north boundary of the 92nd townships to the meridian between the 20th and 21st ranges, west of the 4th meridian; thence northerly along the said

meridian between the 20th and 21st ranges to the northern boundary of the province of Alberta; thence westerly along the said northern boundary of the province of Alberta to the north-west corner of the said province; thence in a southerly direction and along the western boundary of the said province of Alberta to the north boundary of the 70th township; thence easterly along the said north boundary of the 70th townships to the point of commencement.

(25) The electoral division of Athabasca bounded as follows:—

Commencing at the eastern boundary of the province of Alberta where it is intersected by the north boundary of the 70th township; thence northerly along the said eastern boundary of the province of Alberta to the northern boundary of the said province; thence westerly along the said northern boundary of the province of Alberta to the meridian between the 20th and 21st ranges, west of the 4th meridian; thence southerly along the said meridian between the 20th and 21st ranges to the north boundary of the 92nd township; thence westerly along the said north boundary of the 92nd townships to the meridian between the 13th and 14th ranges, west of the 5th meridian; thence southerly along the said meridian between the 13th and 14th ranges, west of the 5th meridian to the north boundary of the 80th township; thence westerly along the said north boundary of the 80th townships to the meridian between the 19th and 20th ranges, west of the 5th meridian; thence southerly along the said meridian between the 19th and 20th ranges to the north boundary of the 70th township; thence easterly along the said north boundary of the 70th townships to the point of commencement.

No. 69.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act to establish and provide for the Government of the Province of Alberta.

(Reprinted as amended, and proposed to be further amended, in Committee of the Whole.)

SIR WILFRID LAURIER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

SCHEDULE.

The province of Alberta shall be divided into twenty-five electoral divisions which shall respectively comprise and consist of the parts and portions of the province hereinafter described.

In the following descriptions where "meridians between ranges" and "boundaries of townships" or "boundaries of sections" are referred to as the boundaries of electoral divisions, these expressions mean the meridians, boundaries of townships or boundaries of sections, as the case may be, in accordance with the Dominion Lands system of surveys, and include the extension thereof in accordance with the said system.

Names and Descriptions of Divisions.

(1) The electoral division of Medicine Hat bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Alberta by the north boundary of the 38th township; thence westerly along the north boundary of the 38th townships to the meridian between the 10th and 11th ranges, west of the 4th meridian; thence southerly along the meridian between the 10th and 11th ranges to the southern boundary of the said province of Alberta; thence easterly along the said southern boundary of the province of Alberta to the south-east corner thereof; thence northerly along the eastern boundary of the said province of Alberta to the point of commencement.

(2) The electoral division of Cardston bounded as follows:—

Commencing at the southern boundary of the said province of Alberta where it is intersected by the meridian between the 10th and 11th ranges, west of the 4th meridian; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 5th township; thence westerly along the north boundary of the 5th township to the St. Mary river; thence along the St. Mary river up stream to the south boundary of the Blood Indian Reserve; thence westerly along the said south boundary of the Blood Indian Reserve to the Belly river; thence along the Belly river up stream to the north boundary of the 2nd township; thence westerly along the north boundary of the 2nd township to the western boundary of the said province of Alberta; thence in a southerly direction and along the said western boundary of the province of Alberta to the south-west corner thereof; thence easterly along the southern boundary of the said province of Alberta to the point of commencement.

(3) The electoral division of Lethbridge bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 5th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 14th township; thence westerly

along the north boundary of the 14th townships to the Bow river; thence along the Bow river up stream to the north boundary of the 19th township; thence westerly along the north boundary of the 19th townships to the meridian between the 22nd and 23rd ranges, west of the 4th meridian; thence southerly along the said meridian between the 22nd and 23rd ranges to the Belly river; thence along the Belly river down stream to the St. Mary river; thence along the St. Mary river up stream to the north boundary of the 5th township; thence easterly along the north boundary of the 5th townships to the point of commencement.

(4) The electoral division of Macleod bounded as follows:—

Commencing at the south boundary of the Blood Indian Reserve where it is intersected by the St. Mary river; thence along the said St. Mary river down stream to the Belly river; thence along the said Belly river up stream to its most northerly intersection with the meridian between the 22nd and 23rd ranges, west of the 4th meridian; thence northerly along the said meridian between the 22nd and 23rd ranges to the north boundary of the 14th township; thence westerly along the north boundary of the 14th townships to the meridian between the 1st and 2nd ranges, west of the 5th meridian; thence southerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th township to the 5th meridian; thence southerly along the said 5th meridian to the north boundary of the 10th township; thence easterly along the said north boundary of tho 10th township to the meridian between the 29th and 30th ranges, west of the 4th meridian; thence southerly along the said meridian between the 29th and 30th ranges to the north boundary of the 9th township; thence easterly along the said north boundary of the 9th township to the meridian between the 28th and 29th ranges, west of the 4th meridian; thence southerly along the said meridian between the 28th and 29th ranges and along the west boundary of the Peigan Indian Reserve to the south-west corner of the said Peigan Indian Reserve; thence easterly along the south boundary of the said Peigan Indian Reserve to the meridian between the 27th and 28th ranges west of the 4th meridian; thence southerly along the said meridian between the 27th and 28th ranges to the north boundary of the 3rd township; thence easterly along the said north boundary of the 3rd township to the Belly river; thence along the Belly river up stream to the south boundary of the said Blood Indian Reserve; thence easterly along the said south boundary of the Blood Indian Reserve to the point of commencement.

(5) The electoral division of Pincher to be bounded as follows:—

Commencing at the meridian between the 27th and 28th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 2nd township; thence northerly along the said meridian between the 27th and 28th ranges to the south boundary of the Blood Indian Reserve; thence westerly along the said south boundary of the Blood Indian Reserve to the Belly river; thence along the said Belly river down stream to the north boundary of the 3rd township; thence westerly along ehe said north boundary of the 3rd township to the meri-

dian between the 27th and 28th ranges, west of the 4th meridian; thence northerly along the said meridian between the 27th and 28th ranges to the south boundary of the Peigan Indian Reserve; thence westerly along the said south boundary of the Peigan Indian Reserve to the south-west corner of the said Indian reserve; thence northerly along the west boundary of the said Indian reserve and along the meridian between the 28th and 29th ranges, west of the 4th meridian to the north boundary of the 9th township; thence westerly along the said north boundary of the 9th township to the meridian between the 29th and 30th ranges west of the 4th meridian; thence northerly along the said meridian between the 29th and 30th ranges to the north boundary of the 10th township; thence westerly along the said north boundary of the 10th township to the 5th meridian; thence northerly along the said 5th meridian to the north boundary of the 11th township; thence westerly along the said north boundary of the 11th township to the meridian between the 1st and 2nd ranges, west of the 5th meridian; thence northerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 14th township; thence westerly along the said north boundary of the 14th townships to the western boundary of the province of Alberta; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 2nd township; thence easterly along the said north boundary of the 2nd townships to the point oi commencement.

(6) The electoral district of Gleichen bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 14th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 27th township; thence westerly along the said north boundary of the 27th townships to the meridian between the 2nd and 3rd ranges, west of the 5th meridian; thence southerly along the said meridian between the 2nd and 3rd ranges, to the north boundary of the 22nd township; thence easterly along the said north boundary of the 22nd townships to the Bow river; thence along the said Bow river down stream to the north boundary of the 14th township; thence easterly along the said north boundary of the 14th townships to the point of commencement, excepting and reserving out of the said electoral division the city of Calgary, as incorporated by ordinance of the North-west Territories.

(7) The electoral division of Calgary City comprising the city of Calgary as incorporated by ordinance of the North-west Territories.

(8) The electoral division of Rosebud bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 27th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 32nd township; thence westerly along the said north boundary of the 32nd townships to the meridian between the 3rd and 4th ranges west of the 5th meridian; thence southerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 29th township;

thence easterly along the said north boundary of the 29th township to the meridian between the 2nd and 3rd ranges, west of the 5th meridian ; thence southerly along the said meridian between the 2nd and 3rd ranges to the north boundary of the 27th township ; thence easterly along the said north boundary of the 27th townships to the point of commencement.

(9) The electoral division of High River bounded as follows :—

Commencing at the meridian between the 22nd and 23rd ranges, west of the 4th meridian, where it is intersected by the north boundary of the 14th township ; thence northerly along the said meridian between the 22nd and 23rd ranges to the north boundary of the 19th township ; thence easterly along the said north boundary of the 19th townships to the Bow river ; thence along the said Bow river up stream to the north boundary of the 22nd township ; thence westerly along the said north boundary of the 22nd townships to the western boundary of the province of Alberta ; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 14th township ; thence easterly along the said north boundary of the 14th townships to the point of commencement.

(10) The electoral division of Banff bounded as follows :—

Commencing at the meridian between the 2nd and 3rd ranges, west of the 5th meridian, where it is intersected by the north boundary of the 22nd township ; thence northerly along the said meridian between the 2nd and 3rd ranges to the north boundary of the 29th township ; thence westerly along the said north boundary of the 29th township to the meridian between the 3rd and 4th ranges, west of the 5th meridian ; thence northerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 32nd township, thence westerly along the said north boundary of the 32nd townships to the western boundary of the province of Alberta ; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 22nd township ; thence easterly along the said north boundary of the 22nd townships to the point of commencement.

(11) The electoral division of Innisfail bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 32nd township ; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of section twenty-four in the 36th township ; thence westerly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the 36th townships to the Red Deer river, in the 28th range, west of the 4th meridian ; thence along the said Red Deer river down stream to the north boundary of section twenty-two, in the 37th township ; thence westerly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the 37th townships to the western boundary of the province of Alberta ; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 32nd

township ; thence easterly along the said north boundary of the 32nd townships to the point of commencement.

(12) The electoral division of Red Deer bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of section 24, in the 36th township ; thence northerly along the said meridian between the 10th and 11th ranges to the said north boundary of the 38th township ; thence westerly along the said north boundary of the 38th townships to where the said north boundary of the 38th townships is intersected by the Red Deer river in the 26th range, west of the 4th meridian ; thence along the said Red Deer river up stream to the Blindman river ; thence along the said Blindman river up stream to the north boundary of the 39th township ; thence westerly along the said north boundary of the 39th townships to the North Saskatchewan river ; thence along the North Saskatchewan river up stream to the section line which bounds on the north the sections comprising the most southerly two-thirds of the 37th townships ; thence easterly along the said section line which bounds on the north the sections comprising the most southerly two-thirds of the 37th townships to the Red Deer river ; thence along the Red Deer river up stream to the north boundary of section twenty, in the 36th township ; thence easterly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the said 36th townships to the point of commencement.

(13) The electoral division of Vermilion bounded as follows :—

Commencing at the eastern boundary of the province of Alberta where it is intersected by the north boundary of the 38th township ; thence northerly along the said eastern boundary of the province of Alberta to the North Saskatchewan river ; thence along the North Saskatchewan river up stream to the meridian between the 10th and 11th ranges, west of the 4th meridian ; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 54th township ; thence westerly along the said north boundary of the 54th townships to the meridian between the 19th and 20th ranges, west of the 4th meridian ; thence southerly along the said meridian between the 19th and 20th ranges to the north boundary of section twenty-four, in the 47th township ; thence easterly along the section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships to the meridian between the 10th and 11th ranges, west of the 4th meridian ; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 38th township ; thence easterly along the said north boundary of the 38th townships to the point of commencement.

(14) The electoral division of Lacombe bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 38th township ; thence northerly along the said meridian between the 10th and 11th ranges to the

north boundary of the 41st township; thence westerly along the said north boundary of the 41st townships to the North Saskatchewan river; thence along the said North Saskatchewan river; up stream to the north boundary of the 39th township; thence easterly along the said north boundary of the 39th townships to the Blindman River; thence along the said Blindman river down stream to the Red Deer river; thence along the said Red Deer river down stream to the north boundary of the 38th township; thence easterly along the said north boundary of the 38th townships to the point of commencement.

(15) The electoral division of Ponoka bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 41st township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 44th township; thence westerly along the north boundary of the 44th townships to the north Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 41st township; thence easterly along the said north boundary of the 41st townships to the point of commencement.

(16) The electoral division of Wetaskiwin bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is interested by the north boundary of the 44th township; thence northerly along the said meridian between the 10th and 11th ranges to the seetion line which bounds on the north the sections comprising the most southerly two-thirds of the 47th township; thence westerly along the said section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships to the North Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 44th township; thence easterly along the said north boundary of the 44th townships to the point of commencement.

(17) The electoral division of Leduc bounded as follows:—

Commencing at the meridian between the 19th and 20th ranges, west of the 4th meridian, where it is intersected by the section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 50th township; thence westerly along the said north boundary of the 50th townships to where the said north boundary of the 50th townships first intersects the North Saskatchewan river; thence along the North Saskatchewan river up stream to the section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th township; thence easterly along the said section line which bounds on the north the sections comprising the most southerly two-thirds of the 47th townships to the point of commencement.

(18) The electoral division of Strathcona bounded as follows:—

Commencing at the meridian between the 19th and 20th ranges, west of the 4th meridian, where it is intersected by the

north boundary of the 50th township ; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 53rd township ; thence westerly along the said north boundary of the 53rd townships to the North Saskatchewan river ; thence along the said North Saskatchewan river up stream to the north boundary of the 50th township ; thence easterly along the said north boundary of the 50th townships to the point of commencement.

(19) The electoral division of Stony Plain bounded as follows :—

Commencing at the meridian between the 24th and 25th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 53rd township ; thence westerly along the said north boundary of the 53rd township to the rear line of lots fronting on the east side of the Sturgeon river in the Saint Albert Settlement ; thence in a southerly and westerly direction and along the said rear line to Big Lake ; thence in a westerly direction and along the southerly, westerly and northerly shores of Big Lake to the south-west corner of lot D in the Saint Albert Settlement ; thence westerly and along the southerly limit of lots E, F, G, H and I in the said Saint Albert Settlement to the south-east corner of the Indian Reserve Chief Michel Calahoo ; thence westerly along the south boundary of the said Indian Reserve to the south-west corner thereof ; thence northerly along the west boundary of the said Indian Reserve to the north boundary of the 54th township ; thence westerly along the said north boundary of the 54th townships to the 5th meridian ; thence northerly along the said 5th meridian to the south boundary of the Indian Reserve Chief Alexander ; thence westerly along the south boundary of the Indian Reserve Chief Alexander to the south-west corner of the said Reserve ; thence northerly along the west boundary of the said Reserve Chief Alexander to the north boundary of the 55th township ; thence westerly along the north boundary of the 55th townships to the western boundary of the province of Alberta ; thence in a southerly direction and along the said western boundary of the province of Alberta to the section line which forms the north boundary of the sections comprising the most southerly two-thirds of the 37th township ; thence easterly along the said section line which forms the north boundary of the sections comprising the most southerly two-thirds of the 37th townships to the North Saskatchewan river ; thence along the said North Saskatchewan river down stream to its most northerly intersection with the meridian between the 24th and 25th ranges west of the 4th meridian ; thence northerly along the said meridian beween the 24th and 25th ranges to the point of commencement.

(20) The electoral division of Edmonton City comprising the city of Edmonton as incorported by ordinance of the North-west Territories.

(21) The electoral division of Saskatchewan bounded as follows :—

Commencing at the 4th meridian where it is intersected by the North Saskatchewan river ; thence northerly along the said 4th meridian to the north boundary of the 70th township ; thence westerly along the said north boundary of the 70th townships to the meridian between the 10th and 11th ranges

west of the 4th meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 58th township; thence westerly along the said north boundary of the 58th townships to the North Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 53rd township; thence easterly along the said north boundary of the 53rd township to the meridian between the 19th and 20th ranges west of the 4th meridian; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 54th township; thence easterly along the said north boundary of the 54th townships to the meridian between the 10th and 11th ranges, west of the 4th meridian; thence northerly along the said meridian between the 10th and 11th ranges to the North Saskatchewan river; thence along the said North Saskatchewan river down stream to the point of commencement.

(22.) The electoral division of Sturgeon bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 58th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 70th township; thence westerly along the said north boundary of the 70th townships to the meridian between the 24th and 25th ranges, west of the 4th meridian; thence southerly along the said meridian between the 24th and 25th ranges to the North Saskatchewan river; thence along the said North Saskatchewan river down stream to the north boundary of the 58th township; thence easterly along the said north boundary of the 58th townships to the point of commencement. Excepting and reserving out of the said electoral division the city of Edmonton as incorporated by ordinance of the North West Territories.

(23) The electoral division of Saint Albert bounded as follows:—

Commencing at the meridian between the 24th and 25th ranges, west of the 4th meridian, where it is intersected by the north boundary of the 53rd township; thence northerly along the said meridian between the 24th and 25th ranges west of the 4th meridian to the north boundary of the 70th township; thence westerly along the said north boundary of the 70th townships to the western boundary of the province of Alberta; thence in a southerly direction and along the said western boundary of the province of Alberta to the north boundary of the 55th township; thence easterly along the said north boundary of the 55th township to the Indian Reserve Chief Alexander; thence southerly along the western boundary of the said Indian Reserve Chief Alexander to the south-west corner of the said reserve; thence easterly along the south boundary of the said Indian Reserve Chief Alexander to the 5th meridian; thence southerly along the said 5th meridian to the north boundary of the 54th township; thence easterly along the said north boundary of the 54th township to the west boundary of the Indian Reserve Chief Michel Calahoo; thence southerly along the west boundary of the said Indian Reserve Chief Michel Calahoo to the south-west corner thereof; thence

easterly along the south boundary of the said Indian Reserve Chief Michel Calahoo to the south-east corner thereof; thence in an easterly direction and along the southern limit of lots I, H, G, F, and E, in the Saint Albert Settlement to the south-west corner of lot D in the said Settlement; thence along the westerly and southerly shores of Big Lake in a westerly, southerly and easterly direction to the rear line of lot 55 in the said Saint Albert Settlement; thence in an easterly direction and along the rear line of lots fronting on the east side of the Sturgeon river in the said Saint Albert Settlement to the north boundary of the 53rd township; thence easterly along the north boundary of the 53rd township to the point of commencement.

(24) The electoral division of Peace River bounded as follows:—

Commencing at the meridian between the 19th and 20th ranges, west of the 5th meridian, where it is intersected by the north boundary of the 70th township; thence northerly along the said meridian between the 19th and 20th ranges to the north boundary of the 80th township; thence easterly along the said north boundary of the 80th townships to the meridian between the 13th and 14th ranges, west of the 5th meridian; thence northerly along the said meridian between the 13th and 14th ranges to the north boundary of the 92nd township; thence easterly along the said north boundary of the 92nd townships to the meridian between the 20th and 21st ranges, west of the 4th meridian; thence northerly along the said meridian between the 20th and 21st ranges to the northern boundary of the province of Alberta; thence westerly along the said northern boundary of the province of Alberta to the north-west corner of the said province; thence in a southerly direction and along the western boundary of the said province of Alberta to the north boundary of the 70th township; thence easterly along the said north boundary of the 70th townships to the point of commencement.

(25) The electoral division of Athabasca bounded as follows:—

Commencing at the eastern boundary of the province of Alberta where it is intersected by the north boundary of the 70th township; thence northerly along the said eastern boundary of the province of Alberta to the northern boundary of the said province; thence westerly along the said northern boundary of the province of Alberta to the meridian between the 20th and 21st ranges, west of the 4th meridian; thence southerly along the said meridian between the 20th and 21st ranges to the north boundary of the 92nd township; thence westerly along the said north boundary of the 92nd townships to the meridian between the 13th and 14th ranges, west of the 5th meridian; thence southerly along the said meridian between the 13th and 14th ranges, west of the 5th meridian to the north boundary of the 80th township; thence westerly along the said north boundary of the 80th townships to the meridian between the 19th and 20th ranges, west of the 5th meridian; thence southerly along the said meridian between the 19th and 20th ranges to the north boundary of the 70th township; thence easterly along the said north boundary of the 70th townships to the point of commencement.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

SCHEDULE

To accompany Bill No. 69 of 1905 to establish and provide for the government of the Province of Alberta.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majest
1905

Executive Council.

7. The Executive Council of the said Province shall be composed of such persons, under such designations, as the Lieutenant Governor from time to time thinks fit.

Seat of Government.

8. Unless and until the Lieutenant Governor in Council of the said Province otherwise directs, by proclamation under the Great Seal, the seat of government of the said Province shall be at Regina.

Powers of Lieutenant Governor and Council.

9. All powers, authorities and functions which under any law were before the coming into force of this Act vested in or exercisable by the Lieutenant Governor of the North West Territories, with the advice, or with the advice and consent, of the Executive Council thereof, or in conjunction with that Council or with any member or members thereof, or by the said Lieutenant Governor individually, shall, so far as they are capable of being exercised after the coming into force of this Act in relation to the government of the said Province, be vested in and shall or may be exercised by the Lieutenant Governor of the said Province, with the advice or with the advice and consent of, or in conjunction with, the Executive Council of the said Province or any member or members thereof, or by the Lieutenant Governor individually, as the case requires, subject nevertheless to be abolished or altered by the legislature of the said Province.

Great Seal.

10. The Lieutenant Governor in Council shall, as soon as may be after this Act comes into force, adopt and provide a Great Seal of the said Province, and may, from time to time, change such seal.

Legislature.

11. There shall be a Legislature for the said Province, consisting of the Lieutenant Governor, and one House to be styled the Legislative Assembly of Saskatchewan.

Legislative Assembly.

12. Until the said Legislature otherwise provides, the Legislative Assembly shall be composed of twenty-five members, to be elected to represent the electoral divisions defined in Schedule B to this Act, having due regard to the distribution of population and existing local divisions.

Election of members of Assembly.

13. Until the said Legislature otherwise determines, all the provisions of the law with regard to the constitution of the Legislative Assembly of the North West Territories and the election of members thereof shall apply, *mutatis mutandis*, to the Legislative Assembly of the said Province and the elections of members thereof respectively.

Writs for first election.

14. The writs for the election of the members of the first Legislative Assembly of the said Province shall be issued by the Lieutenant Governor and made returnable within six months after this Act comes into force.

Laws, courts, and officers continued.

15. Until otherwise provided by competent authority, and subject to the provisions of this Act, all laws and ordinances not inconsistent with this Act in force in the territory comprised in the said Province on the thirtieth day of June, one

thousand nine hundred and five, and all courts of civil and criminal jurisdiction, and all commissions, powers and authorities and all officers, judicial, administrative and ministerial, existing or holding office at that time shall continue therein as if such territory had not been established as a Province.

Legislation respecting education.

16. The provisions of section 93 of *The British North America Act*, 1867, shall apply to the said Province as if, at the date upon which this Act comes into force, the territory comprised therein were already a Province, the expression "the Union" in the said section being taken to mean the said date.

Separate schools.

2. Subject to the provisions of the said section 93, and in continuance of the principles heretofore sanctioned under *The North West Territories Act*, it is enacted that the Legislature of the said Province shall pass all necessary laws in respect of education, and that it shall therein always be provided (*a*) that a majority of the ratepayers of any district or portion of the said Province or of any less portion or subdivision thereof, by whatever name it is known, may establish such schools therein as they think fit, and make the necessary assessments and collection of rates therefor, and (*b*) that the minority of the ratepayers therein, whether Protestant or Roman Catholic, may establish separate schools therein, and make the necessary assessment and collection of rates therefor, and (*c*) that in such case the ratepayers establishing such Protestant or Roman Catholic separate schools shall be liable only to assessment of such rates as they impose upon themselves with respect thereto.

Moneys for support of schools.

3. In the appropriation of public moneys by the Legislature in aid of education, and in the distribution of any moneys paid to the Government of the said Province arising from the school fund established by *The Dominion Lands Act*, there shall be no discrimination between the public schools and the separate schools, and such moneys shall be applied to the support of public and separate schools in equitable shares or proportion.

Subsidy to Province.

17. The following amounts shall be allowed as an annual subsidy to the Province of Alberta, and shall be paid by the Government of Canada, by half-yearly instalments in advance, to the said Province, that is to say :—

For government.

(*a.*) for the support of the Government and Legislature, fifty thousand dollars ;

In proportion to population.

(*b.*) on an estimated population of two hundred and fifty thousand, at eighty cents per head, two hundred thousand dollars, subject to be increased as hereinafter mentioned, that is to say :—a census of the said Province shall be taken in every fifth year reckoning from the general census of one thousand nine hundred and one, and an approximate estimate of the population shall be made at equal intervals of time between each quinquennial and decennial census ; and whenever the population, by any such census or estimate, exceeds two hundred and fifty thousand, which shall be the minimum on which the said allowance shall be calculated, the amount of the said allowance shall be increased accordingly, and so on until the population has reached eight hundred thousand souls.

18. Inasmuch as the said Province is not in debt, it shall be entitled to be paid and to receive from the Government of of Canada, by half-yearly payments in advance, interest at the rate of five per cent per annum on the sum of eight million one hundred and seven thousand five hundred dollars. Interest to be paid to Province on a certain sum.

19. Inasmuch as the public lands in the said Province are to remain the property of Canada, there shall be paid by Canada to the said Province annually by way of compensation therefor a sum based upon the estimated value of such lands, namely, $37,500,000, the said lands being assumed to be of an area of 25,000,000 acres and to be of the value of $1.50 per acre, and upon the population of the said Province, as from time to time ascertained by the quinquennial census thereof, such sum to be arrived at as follows:— Compensation to province for public lands.

The population of the said Province being assumed to be at present 250,000, the sum payable until such population reaches 400,000 is to be one per cent on such estimated value, or $375,000;

Thereafter, until such population reaches 800,000, the sum payable is to be one and one-half per cent on such estimated value, or $562,500;

Thereafter, until such population reaches 1,200,000, the sum payable is to be two per cent on such estimated value, or $750,000;

And thereafter such payment is to be three per cent on such estimated value, or $1,112,500.

2. As additional compensation for such lands there shall be paid by Canada to the said Province annually for five years from the time this Act comes into force, to provide for the construction of necessary public buildings, one quarter of one per cent on such estimated value, or $94,500. Further compensation.

20. The Dominion lands in the said Province shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, subject to the provisions of *The North-west Territories Act*, as amended, with respect to road allowances and roads or trails as in force on the thirtieth day of June, one thousand nine hundred and five, which shall apply to the said Province with the substitution therein of the said Province for the North West Territories. Lands vested in the Crown.

21. All properties and assets of the North West Territories shall be divided equally between the said Province and the Provinee of Alberta, and the two Provinces shall be jointly and equally responsible for all debts and liabilities of the North West Territories: Provided that, if any difference arises as to the division and adjustment of such properties, assets, debts and liabilities, such difference shall be referred to the arbitrament of three arbitrators, one of whom shall be chosen by the Lieutenant Governor in Council of each Province, and the third by the Governor in Council. The selection of such arbitrators shall not be made until the legislatures of the Provinces have met, and the arbitrator chosen by Canada shall not be a resident of either Province. Division of assets and liabilities between Alberta and Saskatchewan. Arbitration.

Rights of H. B. Co. saved.

22. Nothing in this Act shall in any way prejudice or affect the rights of properties of the Hudson's Bay Company acquired, held or existing under and by virtue of the conditions of the deed under which that company surrendered Rupert's Land to the Crown.

Provision as to C. P. R. Co.

23. The powers hereby granted to the said Province shall be exercised subject to the provisions of section 16 of the contract set forth in the schedule to chapter 1 of the statutes of 1881, being an Act respecting the Canadian Pacific Railway Company.

Repeal.

24. *The North West Territories Act*, being chapter 50 of the Revised Statutes, and all Acts in amendment thereof, are hereby repealed, except with respect to, and in so far as they apply to, the Yukon Territory.

Commencement of Act.

25. This Act shall come into force on the first day of July, one thousand nine hundred and five.

No. 70.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to establish and provide for the government of the Province of Saskatchewan.

First reading, February 21, 1905.

SIR WILFRID LAURIER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

SCHEDULE.

The province of Saskatchewan shall be divided into twenty-five electoral divisions which shall respectively comprise and consist of the parts and portions of the province hereinafter described.

In the following descriptions where "meridians between ranges" and "boundaries of townships" or "boundaries of sections" are referred to as the boundaries of electoral divisions, these expressions mean the meridians, boundaries of townships or boundaries of sections, as the case may be, in accordance with the Dominion lands system of surveys, and include the extension thereof in accordance with the said system.

Names and Descriptions of Divisions.

(1) The electoral division of Souris bounded as follows:—

Commencing at the south-east corner of the said province of Saskatchewan; thence northerly along the east boundary of the said province of Saskatchewan to the north boundary of the 6th township; thence westerly along the said north boundary of the 6th townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(2) The electoral division of Cannington bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 6th township; thence northerly along the said eastern boundary of the province of Saskatchewan to the north boundary of the 11th township; thence westerly along the said north boundary of the 11th townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 6th township; thence easterly along the said north boundary of the 6th townships to the point of commencement.

(3) The electoral division af Moosomin bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 11th township; thence northerly along the said eastern boundary of the province of Saskatchewan to the north boundary of the 19th township; thence westerly along the said north boundary of the 19th townships to the 2nd meridian; thence southerly along the said 2nd meridian to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(4) The electoral division of Whitewood bounded as follows:—

Commencing at the 2nd meridian where it is intersected by the north boundary of the 11th township; thence northerly along the said 2nd meridian to the north boundary of the 20th township; thence westerly along the said north boundary of the 20th townships to the meridian between the 4th and 5th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 4th and 5th ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(5) The electoral division of Grenfell bounded as follows:—

Commencing at the meridian between the 4th and 5th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 11th township; thence northerly along the said meridian between the 4th and 5th ranges to the north boundary of the 20th township; thence westerly along the said north boundary of the 20 townships to the meridian between the 6th and 7th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 6th and 7th ranges to the north boundary of the 21st township; thence westerly along the said north boundary of the 21st township to the meridian between the 7th and 8th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 7th and 8th ranges to the north boundary of the 22nd township; thence westerly along the said north boundary of the 22nd township to the meridian between the 8th and 9th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 8th and 9th ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(6) The electoral division of Wolseley bounded as follows:—

Commencing at the meridian between the 8th and 9th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 11th township; thence northerly along the said meridian between the 8th and 9th ranges to the north boundary of the 22nd township; thence westerly along the said north boundary of the 22nd townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 19th township; thence westerly along the said north boundary of the 19th township to the meridian between the 11th and 12th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 11th and 12th ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(7) The electoral division of Saltcoats bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 19th township; thence northerly along the said eastern boundary of the province of Saskatchewan to the north boundary of the 34th township; thence westerly along the

said north boundary of the 34th townships to the meridian between the 3rd and 4th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 20th township; thence easterly along the said north boundary of the 20th townships to the 2nd meridian; thence southerly along the said 2nd meridian to the north boundary of the 19th township; thence easterly along the said north boundary of the 19th townships to the point of commencement.

(8) The electoral division of Yorkton bounded as follows :—

Commencing at the meridian between the 3rd and 4th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 20th township; thence northerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 22nd township; thence easterly along the said north boundary of the 22nd townships to the meridian between the 7th and 8th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 7th and 8th ranges to the north boundary of the 21st township; thence easterly along the said north boundary of the 21st township to the meridian between the 6th and 7th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 6th and 7th ranges to the north boundary of the 20th township; thence easterly along the said north boundary of the 20th townships to the point of commencement.

(9) The electoral division of South Qu'Appelle bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 11th township; thence westerly along the said north boundary of the 11th township to the meridian between the 11th and 12th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 11th and 12th ranges to the north boundary of the 19th township; thence westerly along the said north boundary of the 19th townships to the meridian between the 16th and 17th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 16th and 17th ranges to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(10) The electoral division of North Qu'Appelle bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 19th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th townships to the

meridian between the 16th and 17th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 16th and 17th ranges to the north boundary of the 19th township; thence easterly along the said north boundary of the 19th townships to the point of commencement.

(11) The electoral division of South Regina bounded as follows:—

Commencing at the meridian between the 16th and 17th ranges, west of the 2nd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 16th and 17th ranges to where it is intersected by the centre of the track of the main line of the Canadian Pacific Railway; thence westerly along the said centre of the track of the main line of the Canadian Pacific Railway to where it is first intersected by the north boundary of the 17th township; thence westerly along the said north boundary of the 17th townships to the meridian between the 23rd and 24th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 23rd and 24th ranges to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement. Excepting and reserving out of the said electoral division of South Regina all that portion thereof comprised within the limits of the city of Regina as incorporated by ordinance of the North-west Territories.

(12) The electoral division of Regina city comprising:—

The city of Regina as incorporated by ordinance of the North-west Territories.

(13) The electoral division of Lumsden bounded as follows:—

Commencing at the meridien between the 16th and 17th ranges, west of the 2nd meridian, where it is intersected by the centre of the track of the main line of the Canadian Pacific Railway; thence northerly along the said meridian between the 16th and 17th ranges to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th townships to the meridian between the 23rd and 24th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 23rd and 24th ranges to the north boundary of the 17th township; thence easterly along the said north boundary of the 17th townships to where it is first intersected by the centre of the track of the main line of the Canadian Pacific Railway; thence easterly along the said centre of the trank of the main line of the Canadian Pacific Railway to the point of commencement.

(14) The electoral division of Moosejaw bounded as follows:—

Commencing at the meridian between the 23rd and 24th ranges, west of the 2nd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 23rd and 24th ranges to the north boundary of the 30th township; thence westerly along the said north boundary of the 30th townships to the meridian between the 7th and 8th ranges, west of the 3rd meridian; thence southerly along the said meridian between the 7th and 8th ranges to the southern

boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(15) The electoral division of Maple Creek bounded as follows:—

Commencing at the meridian between the 7th and 8th ranges, west of the 3rd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 7th and 8th ranges to the north boundary of the 30th township; thence westerly along the said north boundary of the 30th townships to the western boundary of the said province of Saskatchewan; thence southerly along the said western boundary of the province of Saskatchewan to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(16) The electoral division of Greenwood bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 34th township; thence northerly along the said eastern boundary of the province of Saskatchewan to the north-east corner of the said province; thence westerly along the northern boundary of the said province of Saskatchewan to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 34th township; thence easterly along the said north boundary of the 34th townships to the point of commencement.

(17) The electoral division of Humboldt bounded as follows:-

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridan, where it is intersected by the north boundary of the 34th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 40th township; thence westerly along the said north boundary of the 40th townships to the meridian between the 24th and 25th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 24th and 25th ranges to the north boundary of the 34th township; thence easterly along the said north boundary of the 34th townships to the point of commencement.

(18) The electoral division of Kinistino bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 40th township; thence northerly along the said meridian between the 10th and 11th ranges to the northern boundary of the said province of Saskatchewan; thence westerly along the said northern boundary of the province of Saskatchewan to the meridian between the 24th and 25th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 24th and 25th ranges to the north limit of the Indian Reserve Chief Muskoday: thence easterly along the said north limit of the Indian Reserve Chief Muskoday to the South Saskatchewan river; thence along the South Saskatchewan river up stream to the north

boundary of the 45th township; thence easterly along the said north boundary of the 45th townships to the meridian between the 24th and 25th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 24th and 25th ranges, to the north boundary of the 40th township; thence easterly along the said north boundary of the 40th townships to the point of commencement.

(19) The electoral division of Prince Albert bounded as follows:—

Commencing at the meridian between the 24th and 25th ranges, west of the 2nd meridian, where it is intersected by the northern boundary of the said province of Saskatchewan; thence westerly along the said northern boundary of the province of Saskatchewan to the meridian between the 5th and 6th ranges, west of the 3rd meridian; thence southerly along the said meridian between the 5th and 6th ranges to the north boundary of the 47th township; thence easterly along the said north boundary of the 47th townships to the meridian between the first and 2nd ranges, west of the 3rd meridian; thence southerly along the said meridian between the first and 2nd ranges to the north boundary of the 46th township; thence easterly along the said north boundary of the 46th townships to the 3rd meridian; thence southerly along the said 3rd meridian to the South Saskatchewan river; thence along the said South Saskatchewan river down stream to the north limit of the Indian Reserve Chief Muskoday; thence westerly along the said north limit of the Indian Reserve Chief Muskoday to the meridian between the 24th and 25th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 24th and 25th ranges to the point of commencement; excepting and reserving out of the said electoral division all those portions described as follows:—

Firstly, the city of Prince Albert as incorporated by ordinance of the North-west Territories; and

Secondly, those portions of lots 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 of the Prince Albert Settlement which lie to the south of the said city of Prince Albert as incorporated and that portion of the Hudson Bay reserve outside of and adjoining the said city on the east and south and which lies to the north of the production in a straight line easterly of the southern boundary of the said lot 82 in the Prince Albert Settlement; and

Thirdly, fractional sections 13 and 24 in the 48th township in the 26th range west of the 2nd meridian.

(20) The electoral division of Prince Albert City comprising:—

Firstly, the City of Prince Albert as incorporated by ordinance of the North-west Territories; and

Secondly, those portions of lots 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 of the Prince Albert Settlement which lie to the south of the said city of Prince Albert as incorporated and that portion of the Hudson Bay reserve outside of and adjoining the said city on the east and south and which lies to the north of the production in a straight line easterly of the southern boundary of the said lot 82 in the Prince Albert Settlement; and

Thirdly, fractional sections 13 and 24 in the 48th township in the 26th range west of the 2nd meridian.

(21) The electoral division of Batoche bounded as follows :—

Commencing at the meridian between the 23rd and 24th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 30th township ; thence northerly along the said meridian between the 23rd and 24th ranges to the north boundary of the 34th township ; thence westerly along the said north boundary of the 34th township to the meridian between the 24th and 25th ranges, west of the 2nd meridian ; thence northerly along the said meridian between the 24th and 25th ranges to the north boundary of the 45th township ; thence westerly along the said north boundary of the 45th townships to where it first intersects the South Saskatchewan river ; thence along the said South Saskatchewan river up stream to the north boundary of the 40th township ; thence easterly along the said north boundary of the 40th townships to the meridian between the 1st and 2nd ranges, west of the 3rd meridian ; thence southerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 30th townships ; thence easterly along the said north boundary of the 30th townships to the point of commencement.

(22) The electoral division of Saskatoon bounded as follows :—

Commencing at the meridian between the 1st and 2nd ranges, west of the 3rd meridian, where it is intersected by the north boundary of the 30th township ; thence northerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 40th township ; thence westerly along the said north boundary of the 40th townships to the South Saskatchewan river ; thence along the said South Saskatchewan river down stream to the north boundary of the 41st township ; thence westerly along the said north boundary of the 41st townships to the North Saskatchewan river ; thence along the said North Saskatchewan river up stream to the meridian between the 13th and 14th ranges west of the 3rd meridian ; thence southerly along the said meridian between the 13th and 14th ranges to the north boundary of the 30th township ; thence easterly along the said north boundary of the 30th townships to the point of commencement.

(23) The electoral division of Rosthern bounded as follows :—

Commencing at the north boundary of the 41st township where it is intersected by the South Saskatchewan river ; thence along the said South Saskatchewan river down stream to the 3rd meridian ; thence northerly along the said 3rd meridian to the north boundary of the 46th township ; thence westerly along the said north boundary of the 46th township to the meridian between the 1st and 2nd ranges, west of the 3rd meridian ; thence northerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 47th township ; thence westerly along the said north boundary of the 47th townships to the meridian between the 5th and 6th ranges, west of the 3rd meridian ; thence southerly along the said meridian between the 5th and 6th ranges to the North Saskatchewan river ; thence along the said North Saskatchewan river up stream to the north boundary of the 41st town-

ship ; thence easterly along the said north boundary of the 41st townships to the point of commencement.

(24) The electoral division of Redberry bounded as follows :—

Commencing at the meridian between the 5th and 6th ranges, west of the 3rd meridian, where it is intersected by the North Saskatchewan river ; thence northerly along the said meridian between the 5th and 6th ranges, to the northern boundary of the said province of Saskatchewan ; thence westerly along the said northern boundary of the province of Saskatchewan to the meridian between the 13th and 14th ranges, west of the 3rd meridian ; thence southerly along the said meridian between the 13th and 14th ranges, to the North Saskatchewan river ; thence along the said North Saskatchewan river down stream to the point of commencement.

(25) The electoral division of Battleford bounded as follows :—

Commencing at the meridian between the 13th and 14th ranges, west of the 3rd meridian, where it is intersected by the north boundary of the 30th township ; thence northerly along the said meridian between the 13th and 14th ranges, to the northern boundary of the said province of Saskatchewan ; thence westerly along the said northern boundary of the province of Saskatchewan to the western boundary of the said province of Saskatchewan ; thence southerly along the said western boundary of the province of Saskatchewan to the north boundary of the 30th township ; thence easterly along the said north boundary of the 30th townships to the point of commencement.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

SCHEDULE

To accompany Bill No. 70 of 1905, to establish and provide for the government of the Province of Saskatchewan.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

[*Sections proposed to be substituted in Committee of the Whole for sections* 4 *and* 5 :—

Representation in the House of Commons.

4. The said Province and the Province of Alberta shall, until the termination of the Parliament of Canada existing at the time of the first readjustment hereinafter provided for, continue to be represented in the House of Commons as provided by chapter 60 of the statutes of 1903, each of the electoral districts defined in that part of the schedule to the said Act which relates to the North-West Territories, whether such district is wholly in one of the said Provinces, or partly in one and partly in the other of them, being represented by one member.

Readjustment after next quinquennial census.

5. Upon the completion of the next quinquennial census for the said Province, the representation thereof shall forthwith be readjusted by the Parliament of Canada in such manner that there shall be assigned to the said Province such a number of members as will bear the same proportion to the number of its population ascertained at such quinquennial census as the number sixty-five bears to the number of the population of Quebec as ascertained at the then last decennial census ; and in the computation of the number of members for the said Province a fractional part not exceeding one-half of the whole number requisite for entitling the Province to a member shall be disregarded, and a fractional part exceeding one-half of that number shall be deemed equivalent to the whole number, and such readjustment shall take effect upon the termination of the parliament then existing.

Subsequent readjustments.

2. The representation of the said Province shall thereafter be readjusted from time to time according to the provisions of section 51 of *The British North America Act*, 1867.]

Election of members of House of Commons.

6. Until the Parliament of Canada otherwise provides, the qualifications of voters for the election of members of the House of Commons and the proceedings at and in connection with elections of such members shall, *mutatis mutandis*, be those prescribed by law at the time this Act comes into force with respect to such elections in the North-west Territories.

Executive Council.

7. The Executive Council of the said Province shall be composed of such persons, under such designations, as the Lieutenant Governor from time to time thinks fit.

Seat of Government.

8. Unless and until the Lieutenant Governor in Council of the said Province otherwise directs, by proclamation under the Great Seal, the seat of government of the said Province shall be at Regina.

Powers of Lieutenant Governor and Council.

9. All powers, authorities and functions which under any law were before the coming into force of this Act vested in or exercisable by the Lieutenant Governor of the North West Territories, with the advice, or with the advice and consent, of the Executive Council thereof, or in conjunction with that Council or with any member or members thereof, or by the said Lieutenant Governor individually, shall, so far as they are capable of being exercised after the coming into

force of this Act in relation to the government of the said Province, be vested in and shall or may be exercised by the Lieutenant Governor of the said Province, with the advice or with the advice and consent of, or in conjunction with, the Executive Council of the said Province or any member or members thereof, or by the Lieutenant Governor individually, as the case requires, subject nevertheless to be abolished or altered by the legislature of the said Province.

Great Seal.

10. The Lieutenant Governor in Council shall, as soon as may be after this Act comes into force, adopt and provide a Great Seal of the said Province, and may, from time to time, change such seal.

Legislature.

11. There shall be a Legislature for the said Province consisting of the Lieutenant Governor and one House, to be styled the Legislative Assembly of Saskatchewan.

Legislative Assembly.

12. Until the said Legislature otherwise provides, the Legislative Assembly shall be composed of twenty-five members, to be elected to represent the electoral divisions defined in the Schedule to this Act, having due regard to the distribution of population and existing local divisions.

Election of members of Assembly.

13. Until the said Legislature otherwise determines, all the provisions of the law with regard to the constitution of the Legislative Assembly of the North West Territories and the election of members thereof shall apply, *mutatis mutandis*, to the Legislative Assembly of the said Province and the election of members thereof respectively.

Writs for first election.

14. The writs for the election of the members of the first Legislative Assembly of the said Province shall be issued by the Lieutenant Governor and made returnable within six months after this Act comes into force.

Laws, courts and officers continued.

15. Until otherwise provided by competent authority, and subject to the provisions of this Act, all laws and ordinances not inconsistent with this Act in force in the territory comprised in the said Province on the thirtieth day of June, one thousand nine hundred and five, and all courts of civil and criminal jurisdiction, and all commissions, powers and authorities, and all officers, judicial, administrative and ministerial, existing or holding office at that time, shall continue therein as if such territory had not been established as a Province.

[*Section proposed to be substituted in Committee of the Whole for section* 15 :—

Laws, courts and officers continued.

15. Except as otherwise provided by this Act, all laws and all orders and regulations made thereunder, and all courts of civil and criminal jurisdiction, and all commissions, powers, authorities and functions, and all officers and functionaries, judicial, administrative and ministerial, existing immediately before the coming into force of this Act in the territory hereby established as the Province of Saskatchewan, shall continue in the said Province as if this Act and *The Alberta Act* had

not been passed; subject, nevertheless, except with respect to such as are enacted by or existing under Acts of the Parliament of Great Britain, or of the Parliament of the United Kingdom of Great Britain and Ireland, to be repealed, abolished or altered by the Parliament of Canada, or by the legislature of the said Province, according to the authority of the Parliament or of the said legislature under this Act: Provided that all powers, authorities and functions which under any law, order or regulation were, before the coming into force of this Act, vested in or exercisable by any public officer or functionary of the North West Territories shall be vested in and exercisable in and for the said Province by like public officers and functionaries of the said Province when appointed by competent authority. Proviso.

Province may abolish Supreme Court of N.W.T.

2. The legislature of the Province may, for all purposes affecting or extending to the said Province, abolish the Supreme Court of the North West Territories, and the offices, both judicial and ministerial, thereof, and the jurisdiction, powers and authority belonging or incident to the said court.

As to certain corporations in N.W.T.

3. All societies or associations incorporated by or under the authority of the legislature of the North West Territories existing at the time of the coming into force of this Act which include within their objects the regulation of the practice of, or the right to practice, any profession or trade in the North West Territories, such as the legal or the medical profession, dentistry, pharmaceutical chemistry and the like, shall continue, subject, however, to be dissolved and abolished by order of the Governor in Council, and each of such societies shall have power to arrange for and effect the payment of its debts and liabilities, and the division, disposition or transfer of its property.

As to joint-stock companies.

4. Every joint-stock company lawfully incorporated by or under the authority of any ordinance of the North West Territories shall be subject to the legislative authority of the Province of Saskatchewan if—

(*a.*) the head office or the registered office of such company is at the time of the coming into force of this Act situate in the Province of Saskatchewan; and

(*b.*) the powers and objects of such company are such as might be conferred by the legislature of the said Province and not expressly authorized to be executed in any part of the North West Territories beyond the limits of the said Province.]

Legislation respecting education.

16. The provisions of section 93 of *The British North America Act*, 1867, shall apply to the said Province as if, at the date upon which this Act comes into force, the territory comprised therein were already a Province, the expression "the Union" in the said section being taken to mean the said date.

Separate schools.

2. Subject to the provisions of the said section 93, and in continuance of the principles heretofore sanctioned under *The North West Territories Act*, it is enacted that the Legislature of the said Province shall pass all necessary laws in respect of education, and that it shall therein always be provided (*a*) that a majority of the ratepayers of any district or portion of the said Province or of any less portion or subdivision

thereof, by whatever name it is known, may establish such schools therein as they think fit, and make the necessary assessments and collection of rates therefor, and (*b*) that the minority of the ratepayers therein, whether Protestant or Roman Catholic, may establish separate schools therein, and make the necessary assessment and collection of rates therefor, and (*c*) that in such case the ratepayers establishing such Protestant or Roman Catholic separate schools shall be liable only to assessment of such rates as they impose upon themselves with respect thereto.

Moneys for support of schools.

3. In the appropriation of public moneys by the Legislature in aid of education, and in the distribution of any moneys paid to the Government of the said Province arising from the school fund established by *The Dominion Lands Act*, there shall be no discrimination between the public schools and the separate schools, and such moneys shall be applied to the support of public and separate schools in equitable shares or proportion.

[*Section proposed to be substituted in Committee of the Whole for section* 16 :—

16. Section 93 of *The British North America Act*, 1867, shall apply to the said Province, with the substitution for paragraph (1) of the said section 93, of the following paragraph :—

"(1) Nothing in any such law shall prejudicially affect any right or privilege with respect to separate schools which any class of persons have at the date of the passing of this Act, under the terms of chapters 29 and 30 of the Ordinances of the North West Territories, passed in the year 1901."

2. In the appropriation by the Legislature or distribution by the Government of the Province of any moneys for the support of schools organized and carried on in accordance with the said chapter 29, or any Act passed in amendment thereof or in substitution therefor, there shall be no discrimination against schools of any class described in the said chapter 29.

3. Where the expression "by law" is employed in paragraph (3) of the said section 93, it shall be held to mean the law as set out in the said chapters 29 and 30 ; and where the expression "at the Union," is employed, in the said paragraph (3), it shall be held to mean the date at which this Act comes into force.]

Subsidy to Province.

17. The following amounts shall be allowed as an annual subsidy to the Province of Saskatchewan, and shall be paid by the Government of Canada, by half-yearly instalments in advance, to the said Province, that is to say :—

For government.

(*a.*) for the support of the Government and Legislature, fifty thousand dollars ;

In proportion to population.

(*b.*) on an estimated population of two hundred and fifty thousand, at eighty cents per head, two hundred thousand dollars, subject to be increased as hereinafter mentioned, that is to say :—a census of the said Province shall be taken in every fifth year reckoning from the general census of one thousand nine hundred and one, and an approximate estimate of the population shall be made at equal intervals of time between each quinquennial and decennial census ; and whenever the population,

by any such census or estimate, exceeds two hundred and fifty thousand, which shall be the minimum on which the said allowance shall be calculated, the amount of the said allowance shall be increased accordingly, and so on until the population has reached eight hundred thousand souls.

Interest to be paid to Province on a certain sum.

18. Inasmuch as the said Province is not in debt, it shall be entitled to be paid and to receive from the Government of of Canada, by half-yearly payments in advance, interest at the rate of five per cent per annum on the sum of eight million one hundred and seven thousand five hundred dollars.]

[*Section proposed to be substituted in Committee of the Whole for section* 18:—

Annual payment to Province.

18. Inasmuch as the said Province is not in debt, it shall be entitled to be paid and to receive from the Government of Canada, by half-yearly payments in advance, an annual sum of four hundred and five thousand three hundred and seventy-five dollars, being the equivalent of interest at the rate of five per cent per annum on the sum of eight million one hundred and seven thousand five hundred dollars.]

Compensation to province for public lands.

19. Inasmuch as the public lands in the said Province are to remain the property of Canada, there shall be paid by Canada to the said Province annually by way of compensation therefor a sum based upon the estimated value of such lands, namely, $37,500,000, the said lands being assumed to be of an area of 25,000,000 acres and to be of the value of $1.50 per acre, and upon the population of the said Province, as from time to time ascertained by the quinquennial census thereof, such sum to be arrived at as follows:—

The population of the said Province being assumed to be at present 250,000, the sum payable until such population reaches 400,000 is to be one per cent on such estimated value, or $375,000;

Thereafter, until such population reaches 800,000, the sum payable is to be one and one-half per cent on such estimated value, or $562,500;

Thereafter, until such population reaches 1,200,000, the sum payable is to be two per cent on such estimated value, or $750,000;

And thereafter such payment is to be three per cent on such estimated value, or $1,125,000.

Further compensation.

2. As additional compensation for such lands there shall be paid by Canada to the said Province annually for five years from the time this Act comes into force, to provide for the construction of necessary public buildings, one quarter of one per cent on such estimated value, or $93,750.]

[*Section proposed to be substituted in Committee of the Whole for section* 19:

Compensation to province for public lands.

19. Inasmuch as the said Province will not have the public land as a source of revenue, there shall be paid by Canada to the Province by half-yearly payments, in advance, an annual

sum based upon the population of the Province as from time to time ascertained by the quinquennial census thereof, as follows:—

The population of the said Province being assumed to be at present two hundred and fifty thousand, the sum payable until such population reaches four hundred thousand, shall be three hundred and seventy-five thousand dollars;

Thereafter, until such population reaches eight hundred thousand, the sum payable shall be five hundred and sixty-two thousand five hundred dollars;

Thereafter, until such population reaches one million two hundred thousand, the sum payable shall be seven hundred and fifty thousand dollars;

And thereafter the sum payable shall be one million one hundred and twenty-five thousand dollars.

Further compensation.

2. As an additional allowance in lieu of public lands, there shall be paid by Canada to the Province annually by half-yearly payments, in advance, for five years from the time this Act comes into force, to provide for the construction of necessary public buildings, the sum of ninety-three thousand seven hundred and fifty dollars.]

Lands vested in the Crown.

20. The Dominion lands in the said Province shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, subject to the provisions of *The North-west Territories Act*, as amended, with respect to road allowances and roads or trails as in force on the thirtieth day of June, one thousand nine hundred and five, which shall apply to the said Province with the substitution therein of the said Province for the North West Territories.

[*Section proposed to be substituted in Committee of the Whole for section* 20 :—

Property in lands, &c.

20. All Crown lands, mines and minerals and royalties incident thereto shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, subject to the provisions of any Act of the Parliament of Canada with respect to road allowances and roads or trails as in force on the thirtieth day of June, one thousand nine hundred and five, which shall apply to the said Province with the substitution therein of the said Province for the North West Territories.]

Division of assets and liabilities between Alberta and Saskatchewan.

21. All properties and assets of the North West Territories shall be divided equally between the said Province and the Province of Alberta, and the two Provinces shall be jointly and equally responsible for all debts and liabilities of the North West Territories: Provided that, if any difference arises as to the division and adjustment of such properties, assets, debts and liabilities, such difference shall be referred to the arbitrament of three arbitrators, one of whom shall be chosen by the Lieutenant Governor in Council of each Province, and the third by the Governor in Council. The selection of such arbitrators shall not be made until the legislatures of the Provinces have met, and the arbitrator chosen by Canada shall not be a resident of either Province.

Arbitration.

22. Nothing in this Act shall in any way prejudice or affect the rights or properties of the Hudson's Bay Company acquired, held or existing under and by virtue of the conditions of the deed under which that company surrendered Rupert's Land to the Crown. Rights of H. B. Co. saved.

[*Section proposed to be substituted in Committee of the Whole for section* 22:—

22. Nothing in this Act shall in any way prejudice or affect the rights or properties of the Hudson's Bay Company as contained in the conditions under which that company surrendered Rupert's Land to the Crown.] Rights of Government and of H. B. Co.

23. The powers hereby granted to the said Province shall be exercised subject to the provisions of section 16 of the contract set forth in the schedule to chapter 1 of the statutes of 1881, being an Act respecting the Canadian Pacific Railway Company. Provision as to C. P. R. Co.

24. *The North West Territories Act*, being chapter 50 of the Revised Statutes, and all Acts in amendment thereof, are hereby repealed, except with respect to, and in so far as they apply to, the Yukon Territory. Repeal.

[*Section proposed to be substituted in Committee of the Whole for section* 24:—

24. *The North West Territories Act*, being chapter of the Revised Statutes, and all Acts in amendment thereof, are hereby repealed as respects the said Province: Provided that notwhichstanding such repeal so much of the said Acts and of any orders or regulations made thereunder as was in force immediately before the coming into force of this Act, and is inconsistant with anything contained in this Act, or as to which this Act contains no provision intended as a substitute therefor, shall continue in force in the said Province in pursuance of, and for the purposes of, section 15 of this Act.].

25. This Act shall come into force on the first day of July, one thousand nine hundred and five. Commencement of Act.

SCHEDULE.

The province of Saskatchewan shall be divided into twenty-five electoral divisions which shall respectively comprise and consist of the parts and portions of the province hereinafter described.

In the following descriptions where "meridians between ranges" and "boundaries of townships" or "boundaries of sections" are referred to as the boundaries of electoral divisions, these expressions mean the meridians, boundaries of townships or boundaries of sections, as the case may be, in accordance with the Dominion lands system of surveys, and include the extension thereof in accordance with the said system.

Names and Descriptions of Divisions.

(1) The electoral division of Souris bounded as follows:—

Commencing at the south-east corner of the said province of Saskatchewan; thence northerly along the east boundary of the said province of Saskatchewan to the north boundary of the 6th township; thence westerly along the said north boundary of the 6th townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(2) The electoral division of Cannington bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 6th township; thence northerly along the said eastern boundary of the province of Saskatchewan to the north boundary of the 11th township; thence westerly along the said north boundary of the 11th townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 6th township; thence easterly along the said north boundary of the 6th townships to the point of commencement.

(3) The electoral division af Moosomin bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 11th township; thence northerly along the said eastern boundary of the province of Saskatchewan to the north boundary of the 19th township; thence westerly along the said north boundary of the 19th townships to the 2nd meridian; thence southerly along the said 2nd meridian to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(4) The electoral division of Whitewood bounded as follows:—

Commencing at the 2nd meridian where it is intersected by the north boundary of the 11th township; thence northerly along the said 2nd meridian to the north boundary of the 20th township; thence westerly along the said north boundary of the 20th townships to the meridian between the 4th and 5th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 4th and 5th ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(5) The electoral division of Grenfell bounded as follows:—

Commencing at the meridian between the 4th and 5th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 11th township; thence northerly along the said meridian between the 4th and 5th ranges to the north boundary of the 20th township; thence westerly along the

said north boundary of the 20 townships to the meridian between the 6th and 7th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 6th and 7th ranges to the north boundary of the 21st township; thence westerly along the said north boundary of the 21st township to the meridian between the 7th and 8th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 7th and 8th ranges to the north boundary of the 22nd township; thence westerly along the said north boundary of the 22nd township to the meridian between the 8th and 9th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 8th and 9th ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(6) The electoral division of Wolseley bounded as follows:—

Commencing at the meridian between the 8th and 9th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 11th township; thence northerly along the said meridian between the 8th and 9th ranges to the north boundary of the 22nd township; thence westerly along the said north boundary of the 22nd townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 19th township; thence westerly along the said north boundary of the 19th township to the meridian between the 11th and 12th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 11th and 12th ranges to the north boundary of the 11th township; thence easterly along the said north boundary of the 11th townships to the point of commencement.

(7) The electoral division of Saltcoats bounded as follows:—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 19th township; thence northerly along the said eastern boundary of the province of Saskatchewan to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th townships to the meridian between the 3rd and 4th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 20th township; thence easterly along the said north boundary of the 20th townships to the 2nd meridian; thence southerly along the said 2nd meridian to the north boundary of the 19th township; thence easterly along the said north boundary of the 19th townships to the point of commencement.

(8) The electoral division of Yorkton bounded as follows:—

Commencing at the meridian between the 3rd and 4th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 20th township; thence northerly along the said meridian between the 3rd and 4th ranges to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th townships to the meridian between the 10th and 11th ranges, west of the 2nd meridian; thence southerly along the said meridian between

the 10th and 11th ranges to the north boundary of the 22nd township; thence easterly along the said north boundary of the 22nd townships to the meridian between the 7th and 8th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 7th and 8th ranges to the north boundary of the 21st township; thence easterly along the said north boundary of the 21st township to the meridian between the 6th and 7th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 6th and 7th ranges to the north boundary of the 20th township; thence easterly along the said north boundary of the 20th townships to the point of commencement.

(9) The electoral division of South Qu'Appelle bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 11th township; thence westerly along the said north boundary of the 11th township to the meridian between the 11th and 12th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 11th and 12th ranges to the north boundary of the 19th township; thence westerly along the said north boundary of the 19th townships to the meridian between the 16th and 17th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 16th and 17th ranges to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(10) The electoral division of North Qu'Appelle bounded as follows:—

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 19th township; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th townships to the meridian between the 16th and 17th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 16th and 17th ranges to the north boundary of the 19th township; thence easterly along the said north boundary of the 19th townships to the point of commencement.

(11) The electoral division of South Regina bounded as follows:—

Commencing at the meridian between the 16th and 17th ranges, west of the 2nd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 16th and 17th ranges to where it is intersected by the centre of the track of the main line of the Canadian Pacific Railway; thence westerly along the said centre of the track of the main line of the Canadian Pacific Railway to where it is first intersected by the north boundary of the 17th township; thence westerly along the said north boundary of the 17th townships to the meridian between the 23rd and 24th ranges, west of the 2nd meridian;

thence southerly along the said meridian between the 23rd and 24th ranges to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement. Excepting and reserving out of the said electoral division of South Regina all that portion thereof comprised within the limits of the city of Regina as incorporated by ordinance of the North-west Territories.

(12) The electoral division of Regina city comprising :—

The city of Regina as incorporated by ordinance of the North-west Territories.

(13) The electoral division of Lumsden bounded as follows :—

Commencing at the meridien between the 16th and 17th ranges, west of the 2nd meridian, where it is intersected by the centre of the track of the main line of the Canadian Pacific Railway; thence northerly along the said meridian between the 16th and 17th ranges to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th townships to the meridian between the 23rd and 24th ranges, west of the 2nd meridian; thence southerly along the said meridian between the 23rd and 24th ranges to the north boundary of the 17th township; thence easterly along the said north boundary of the 17th townships to where it is first intersected by the centre of the track of the main line of the Canadian Pacific Railway; thence easterly along the said centre of the trank of the main line of the Canadian Pacific Railway to the point of commencement.

(14) The electoral division of Moosejaw bounded as follows :—

Commencing at the meridian between the 23rd and 24th ranges, west of the 2nd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 23rd and 24th ranges to the north boundary of the 30th township; thence westerly along the said north boundary of the 30th townships to the meridian between the 7th and 8th ranges, west of the 3rd meridian; thence southerly along the said meridian between the 7th and 8th ranges to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(15) The electoral division of Maple Creek bounded as follows :—

Commencing at the meridian between the 7th and 8th ranges, west of the 3rd meridian, where it is intersected by the southern boundary of the said province of Saskatchewan; thence northerly along the said meridian between the 7th and 8th ranges to the north boundary of the 30th township; thence westerly along the said north boundary of the 30th townships to the western boundary of the said province of Saskatchewan; thence southerly along the said western boundary of the province of Saskatchewan to the southern boundary of the said province of Saskatchewan; thence easterly along the said southern boundary of the province of Saskatchewan to the point of commencement.

(16) The electoral division of Greenwood bounded as follows :—

Commencing at the intersection of the eastern boundary of the said province of Saskatchewan by the north boundary of the 34th township ; thence northerly along the said eastern boundary of the province of Saskatchewan to the north-east corner of the said province ; thence westerly along the northern boundary of the said province of Saskatchewan to the meridian between the 10th and 11th ranges, west of the 2nd meridian ; thence southerly along the said meridian between the 10th and 11th ranges to the north boundary of the 34th township ; thence easterly along the said north boundary of the 34th townships to the point of commencement.

(17) The electoral division of Humboldt bounded as follows :-

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridan, where it is intersected by the north boundary of the 34th township ; thence northerly along the said meridian between the 10th and 11th ranges to the north boundary of the 40th township ; thence westerly along the said north boundary of the 40th townships to the meridian between the 24th and 25th ranges, west of the 2nd meridian ; thence southerly along the said meridian between the 24th and 25th ranges to the north boundary of the 34th township ; thence easterly along the said north boundary of the 34th townships to the point of commencement.

(18) The electoral division of Kinistino bounded as follows :—

Commencing at the meridian between the 10th and 11th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 40th township ; thence northerly along the said meridian between the 10th and 11th ranges to the northern boundary of the said province of Saskatchewan ; thence westerly along the said northern boundary of the province of Saskatchewan to the meridian between the 24th and 25th ranges, west of the 2nd meridian ; thence southerly along the said meridian between the 24th and 25th ranges to the north limit of the Indian Reserve Chief Muskoday ; thence easterly along the said north limit of the Indian Reserve Chief Muskoday to the South Saskatchewan river ; thence along the South Saskatchewan river up stream to the north boundary of the 45th township ; thence easterly along the said north boundary of the 45th townships to the meridian between the 24th and 25th ranges, west of the 2nd meridian ; thence southerly along the said meridian between the 24th and 25th ranges, to the north boundary of the 40th township ; thence easterly along the said north boundary of the 40th townships to the point of commencement.

(19) The electoral division of Prince Albert bounded as follows :—

Commencing at the meridian between the 24th and 25th ranges, west of the 2nd meridian, where it is intersected by the northern boundary of the said province of Saskatchewan ; thence westerly along the said northern boundary of the province of Saskatchewan to the meridian between the 5th and 6th ranges, west of the 3rd meridian ; thence southerly along the said meridian between the 5th and 6th ranges to the north boundary of the 47th township ; thence

easterly along the said north boundary of the 47th townships to the meridian between the first and 2nd ranges, west of the 3rd meridian; thence southerly along the said meridian between the first and 2nd ranges to the north boundary of the 46th township; thence easterly along the said north boundary of the 46th townships to the 3rd meridian; thence southerly along the said 3rd meridian to the South Saskatchewan river; thence along the said South Saskatchewan river down stream to the north limit of the Indian Reserve Chief Muskoday; thence westerly along the said north limit of the Indian Reserve Chief Muskoday to the meridian between the 24th and 25th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 24th and 25th ranges to the point of commencement; excepting and reserving out of the said electoral division all those portions described as follows:—

Firstly, the city of Prince Albert as incorporated by ordinance of the North-west Territories; and

Secondly, those portions of lots 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 of the Prince Albert Settlement which lie to the south of the said city of Prince Albert as incorporated and that portion of the Hudson Bay reserve outside of and adjoining the said city on the east and south and which lies to the north of the production in a straight line easterly of the southern boundary of the said lot 82 in the Prince Albert Settlement; and

Thirdly, fractional sections 13 and 24 in the 48th township in the 26th range west of the 2nd meridian.

(20) The electoral division of Prince Albert City comprising:—

Firstly, the City of Prince Albert as incorporated by ordinance of the North-west Territories; and

Secondly, those portions of lots 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 of the Prince Albert Settlement which lie to the south of the said city of Prince Albert as incorporated and that portion of the Hudson Bay reserve outside of and adjoining the said city on the east and south and which lies to the north of the production in a straight line easterly of the southern boundary of the said lot 82 in the Prince Albert Settlement; and

Thirdly, fractional sections 13 and 24 in the 48th township in the 26th range west of the 2nd meridian.

(21) The electoral division of Batoche bounded as follows:—

Commencing at the meridian between the 23rd and 24th ranges, west of the 2nd meridian, where it is intersected by the north boundary of the 30th township; thence northerly along the said meridian between the 23rd and 24th ranges to the north boundary of the 34th township; thence westerly along the said north boundary of the 34th township to the meridian between the 24th and 25th ranges, west of the 2nd meridian; thence northerly along the said meridian between the 24th and 25th ranges to the north boundary of the 45th township; thence westerly along the said north boundary of the 45th townships to where it first intersects the South Saskatchewan river; thence along the said South Saskatchewan river up stream to the north boundary of the 40th township; thence easterly along the said north boundary of the 40th townships to the

meridian between the 1st and 2nd ranges, west of the 3rd meridian; thence southerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 30th townships; thence easterly along the said north boundary of the 30th townships to the point of commencement.

(22) The electoral division of Saskatoon bounded as follows:—

Commencing at the meridian between the 1st and 2nd ranges, west of the 3rd meridian, where it is intersected by the north boundary of the 30th township; thence northerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 40th township; thence westerly along the said north boundary of the 40th townships to the South Saskatchewan river; thence along the said South Saskatchewan river down stream to the north boundary of the 41st township; thence westerly along the said north boundary of the 41st townships to the North Saskatchewan river; thence along the said North Saskatchewan river up stream to the meridian between the 13th and 14th ranges west of the 3rd meridian; thence southerly along the said meridian between the 13th and 14th ranges to the north boundary of the 30th township; thence easterly along the said north boundary of the 30th townships to the point of commencement.

(23) The electoral division of Rosthern bounded as follows:—

Commencing at the north boundary of the 41st township where it is intersected by the South Saskatchewan river; thence along the said South Saskatchewan river down stream to the 3rd meridian; thence northerly along the said 3rd meridian to the north boundary of the 46th township; thence westerly along the said north boundary of the 46th township to the meridian between the 1st and 2nd ranges, west of the 3rd meridian; thence northerly along the said meridian between the 1st and 2nd ranges to the north boundary of the 47th township; thence westerly along the said north boundary of the 47th townships to the meridian between the 5th and 6th ranges, west of the 3rd meridian; thence southerly along the said meridian between the 5th and 6th ranges to the North Saskatchewan river; thence along the said North Saskatchewan river up stream to the north boundary of the 41st township; thence easterly along the said north boundary of the 41st townships to the point of commencement.

(24) The electoral division of Redberry bounded as follows:—

Commencing at the meridian between the 5th and 6th ranges, west of the 3rd meridian, where it is intersected by the North Saskatchewan river; thence northerly along the said meridian between the 5th and 6th ranges, to the northern boundary of the said province of Saskatchewan; thence westerly along the said northern boundary of the province of Saskatchewan to the meridian between the 13th and 14th ranges, west of the 3rd meridian; thence southerly along the said meridian between the 13th and 14th ranges, to the North Saskatchewan river; thence along the said North Saskatchewan river down stream to the point of commencement.

(25) The electoral division of Battleford bounded as follows:—

Commencing at the meridian between the 13th and 14th ranges, west of the 3rd meridian, where it is intersected by

the north boundary of the 30th township; thence northerly along the said meridian between the 13th and 14th ranges, to the northern boundary of the said province of Saskatchewan; thence westerly along the said northern boundary of the province of Saskatchewan to the western boundary of the said province of Saskatchewan; thence southerly along the said western boundary of the province of Saskatchewan to the north boundary of the 30th township; thence easterly along the said north boundary of the 30th townships to the point of commencement.

No. 70.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to establish and provide for the government of the Province of Saskatchewan.

(Reprinted as proposed to be amended in Committee of the Whole.)

SIR WILFRID LAURIER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 71.] **BILL.** [1905.

An Act respecting the Great Northern Railway of Canada.

Preamble.

WHEREAS the Great Northern Railway of Canada has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Title of Act.

1. This Act may be cited as "Great Northern Railway Act, 1905."

Line of railway authorized.

2. The Great Northern Railway of Canada, hereinafter called "the Company," may construct and operate a line of railway from a point on its constructed line at or near Grand Mère to its terminals in the city of Quebec, with a branch line from the line or location hereby authorized to the bridge of the Quebec Bridge Company.

1887, c. 98.

Issue of securities.

3. The limit to the amount of securities which the Company may issue and secure under sections 111 to 115, both inclusive, of *The Railway Act*, 1903, shall, with respect to the lines hereby authorized, be twenty thousand dollars per mile of such lines, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Time for construction of railways limited.

4. Unless the Company commences within two years, and completes and puts in operation within five years, after the passing of this Act, the lines of railway which the Company is authorized to construct, the powers granted for construction shall cease with respect to so much of the said lines as then remains uncompleted.

Agreements with other companies.

5. Subject to the provisions of sections 281 to 283, both inclusive, of *The Railway Act*, 1903, the Company may enter into agreements, for any of the purposes mentioned in the said section 281, with the Chateauguay and Northern Railway Company and the Quebec, New Brunswick and Nova Scotia Railway Company, or either of them, and may also enter into agreements with the Canadian Northern Railway Company and the James Bay Railway Company, or either of them, to lease its lines and leased lines or any of them, and to give the said companies running powers thereover.

Mortgage in schedule confirmed.

6. The mortgage set out in the schedule to this Act, and the securities issued or to be issued thereunder, are hereby confirmed and declared to be valid and effectual according to the terms thereof.

Power to issue additional bonds.

Proviso.

7. The Company may, pursuant to clause 13 of the said mortgage, increase the issue of bonds authorized by such mortgage by the issue of additional bonds to the amount of five hundred thousand dollars par value of principal, provided that such additional bonds shall be issued only from time to time as expenditure is made by the Company for right of way within the limits of the city of Quebec to connect with its terminals there, and upon its terminals in the said city, including the acquisition of additional property for the said terminals, and then only to the amount of the said bonds at par of principal which would equal the sum so expended, and such additional bonds shall be deemed to be bonds secured under the said mortgage as if they formed part of the issue therein provided for.

SCHEDULE.

THIS INDENTURE made the day of in the year of Our Lord one thousand nine hundred and five.

Between Great Northern Railway of Canada, a body politic and corporate, having its head office or principal place of business at the city of Quebec, hereinafter called the Company, of the first part: and The Central Trust Company of New York, a corporation created under the laws of the State of New York, U.S.A., hereinafter called the Trustee, of the second part: and The Canadian Northern Railway Company, a company incorporated by Acts of the Parliament of Canada, hereinafter called the Canadian Northern, of the third part;

Whereas the Company was duly incorporated by the Legislature of the Province of Quebec under the name of The Great Northern Railway Company, and subsequently by Act of the Parliament of Canada its work was declared to be a work for the general advantage of Canada, and by a subsequent Act of the Parliament of Canada its name was changed from The Great Northern Railway Company to Great Northern Railway of Canada.

And whereas pursuant to the powers conferred upon it, the Company under its former name made a bond issue designated Series "A" at the rate of $20,000 per mile of its lines of railway and secured the same by indenture of mortgage dated first January, 1900, made to The Central Trust Company of New York, above mentioned, as trustee;

And whereas in further pursuance of the powers conferred upon it, the Company, under its former name, made a bond issue designated Series "B" for the sum of $500,000 and secured the same upon its bridge over the Ottawa River by indenture of mortgage dated first January, 1900, made to the said The Central Trust Company of New York, as trustee;

And whereas by chapter 62 of the statutes of Canada for the year 1901 it was enacted that the said bonds series "A" and series "B" issued by the Company should all rank equally

pari passu both upon the railway of the company and the bridge over the Ottawa River, and that the revenues of both the railway and bridge should be treated and considered as one security for all bonds of both series "A" and "B."

And whereas in futher pursuance of the powers conferred upon it the Company under its present name made a bond issue designated Terminal and Postal Bonds for the sum of $300,000, and secured the same upon its terminal property in the city of Quebec and upon certain mail and colonization subsidies, by indenture of mortgage dated the eighth day of December, 1900, made to The Royal Trust Company of Montreal, as trustee;

And whereas there were actually issued and are now outstanding of the bonds above mentioned the following, viz.:

Series "A" to the amount of $4,162,000.

Series "B" to the amount of $500,000.

Terminal and postal bonds to the amount of $173,000.

And whereas the Company, being desirous of readjusting its financial situation and consolidating the said bond issues and the securities therefor, has determined to provide for a new issue of bonds to take the place of those above mentioned and to be exchanged therefor in the manner hereinafter set forth: the amount of such new issue to be limited as hereinafter mentioned, and the bonds of the new issue to be certified and issued as below provided;

And whereas the payment of the principal and interest of the bonds hereby secured to an amount not exceeding $4,962,000 is to be guaranteed by The Canadian Northern Railway Company.

And whereas all necessary and requisite resolutions of the directors and shareholders of the Company have been duly passed, so as to make the issue of bonds hereby secured and the execution of these presents legal and valid in accordance with the requirements of the statutes relating to the Company, and of all other statutes and laws in that behalf;

Now this indenture witnesseth—

1. Whenever in these presents the Company is mentioned or referred to such mention or reference shall extend to and include its successors and assigns, and wherever the Trustee is mentioned or referred to, such mention or reference shall extend to and include its successors and assigns or any other new trustee or trustees who may be appointed or succeed to the trusts hereof, and wherever the Canadian Northern is mentioned or referred to such mention or reference shall extend to and include its successors and assigns. Persons shall include corporations, and the singular number shall include more than one.

2. For value received and for the purpose of securing the bonds to be certified and issued under the provisions of this indenture, and subject to the terms and conditions hereinafter contained, the Company does hereby grant, convey, assign, transfer and set over unto the Trustee the railways, properties and assets, rights, franchises and powers, tolls and incomes of the Company mentioned or referred to in the Schedule "A" hereto annexed, which schedule is hereby made part of this indenture; the said railways, properties and assets, rights, franchises and powers, tolls and incomes being hereafter called or referred to as the mortgaged premises.

Provided always, and it is hereby declared that any sudsidies or bonuses or assistance in land, money or otherwise which may be given by the Government of Canada or of the Province of Quebec, or by any municipality, in aid of the construction or acquisition of any lines of railway hereafter constructed or acquired by the Company and any such lines not included among the lines in respect of the mileage of which bonds secured hereby may be issued as below mentioned, and the properties, equipments, tolls, incomes, revenues, privileges, franchises and powers of the Company in connection with such lines and in connection with operating, repairing and maintaining the same are hereby expressly excepted and reserved from this indenture and from the charges hereby created.

3. The total amount of bonds, par value of principal, secured hereby shall not exceed in all the total sum represented by the following, viz.:

The sum of $4,962,000, being

(*a*) $4,162,000 in lieu of bonds series "A."

(*b*) $500,000 in lieu of bonds series "B."

(*c*) $300,000 in lieu of the Terminal and Postal bonds.

And the sum represented by $20,000 per mile of the Company's lines of railway and branches hereafter constructed or acquired: provided always that the bonds to be issued with respect to such lines or branches hereafter constructed or acquired shall be issued only with the written consent of the Canadian Northern, and shall be limited to one hundred and fifty miles in all of such lines and branches.

4. The bonds secured by these presents are and shall be all bonds certified by the Trustee and issued from time to time, forming part of said total issue, and whether first certified and issued, or hereafter certified and issued, from time to time; and all such bonds shall be secured hereby in accordance with the terms hereof, but until so certified no bond shall be entitled to the security hereof or be binding upon the Company.

5. The bonds secured hereby shall be dated the first day of October, 1904; the principal money thereof shall be payable on the first day of October, A.D. 1934, with interest at the rate of four per cent per annum, payable half-yearly on the first days of April and October in each year during the currency of said bonds; the interest to be represented by coupons to be attached to the bonds. The place of payment of principal shall be at the office of the Central Trust Company of New York in the city of New York. The places of payment of interest shall be at the office of the Canadian Bank of Commerce in New York or at the chief office of the said bank in Toronto, Canada, at the option of the holder. Some of the bonds may be for $1,000 each, some for $750 each, some for $500 each, and some for $250 each, so as to provide for the convenient exchange thereof for outstanding bonds of series "A" and series "B", and terminal and postal bonds as hereinafter provided for. Bonds of denominations less than $1,000, which together amount to $1,000, or any multiple of said sum, may be exchanged for bonds aggregating the same amount each of the par value of $1,000, upon the surrender of the said bonds, the denominations of which are less than $1,000, to the Trustee for cancellation.

6. The form of bond shall be as follows or to the like effect:

GREAT NORTHERN RAILWAY OF CANADA.

Incorporated under Acts of the Parliament of Canada.

No..... $.....

First Mortgage Guaranteed Gold Bond.

Great Northern Railway of Canada for value received hereby promises to pay to the bearer, or if registered, to the registered holder hereof, the sum of
dollars in lawful money of Canada, or if demanded, in gold coin of or equal to the present standard of weight and fineness in the United States of America on the first day of October, A.D. 1934, at the office of the Central Trust Company of New York, in New York City, with interest thereon at the rate of four per cent per annum, payable half yearly at the office of the Canadian Bank of Commerce in New York City or at the chief office of the said bank in Toronto, Canada, at the holder's option, and at the holder's option in like money, on the first days of April and October in each year on presentation and surrender of the interest coupons hereto annexed as they severally become due and payable. This bond is one of a series of bonds some for $1,000, some for $750, some for $500 and some for $250, and each of like date, tenor and effect, issued and to be issued, and limited in the aggregate to the sum of $4,962,000, in respect of the Company's existing railways, bridges, terminals and property, and to the sum of $20,000 per mile of the Company's railways hereafter constructed or acquired, and not exceeding in all one hundred and fifty miles. The payment of the principal and interest of the said series of bonds is secured by a mortgage to The Central Trust Company of New York, as trustee, covering the Company's existing railways, bridges, terminals and property, and the railways, bridges, terminals and property hereafter constructed or acquired and in respect of which bonds of the said series may be hereafter issued, including in each case the present and future equipment, revenues, tolls, income, real and personal property thereof, the whole as appears by the terms of the said mortgage.

This series of bonds may be increased by the issue of additional bonds to the amount not exceeding five hundred thousand dollars ($500,000) par value of principal if such increase be authorized by the Parliament of Canada, as provided in said mortgage.

The whole of the issue of which this bond forms a part which may be then outstanding may be redeemed by the Company on any first of April or first of October on or prior to October 1st, 1914, upon payment of the principal and accrued interest upon notice of the intention to redeem being given in the manner provided in the said mortgage.

This bond shall pass by delivery, but it may be registered in a book to be kept by the Trustee at its office in New York, after which no transfer except upon such book at the place of registry will be valid, but it is not to be deemed registered

until the name of the holder is registered on the back of the bond as well as in the said book. A transfer in favour of the bearer may subsequently be registered, after which this bond shall be transferable by delivery alone until again registered in the name of the holder. Notwithstanding registration the interest coupons shall continue payable to bearer.

This bond is subject to the terms of said mortgage, and shall not become obligatory until it shall be certified by the Trustee for the time being under the said mortgage by the certificate provided hereon.

In witness whereof Great Northern Railway of Canada has caused its seal to be hereto affixed, and these presents to be signed by its President or one of its Vice-Presidents and countersigned by its Secretary, this first day of October, one thousand nine hundred and four.

.....

[SEAL.] President.

.....

Secretary.

INTEREST COUPON.

No..... $.....

Great Northern Railway of Canada will pay to the bearer on the day of at the office of The Canadian Bank of Commerce, New York City, or at the chief office of the said bank, Toronto, Canada, at holder's option, the sum of either in lawful money of Canada or gold coin of the United States, as the bearer may elect, being half-yearly interest on Bond No.....

.....

Secretary.

TRUSTEE'S CERTIFICATE.

This bond is certified to be one of the series therein mentioned.

THE CENTRAL TRUST COMPANY OF NEW YORK,

....

Vice-President.

GUARANTEE.

The Canadian Northern Railway Company hereby guarantees to the holder for the time being of this bond, the payment of the principal and the interest thereof according to the tenor of this bond and of the interest coupons annexed.

THE CANADIAN NORTHERN RAILWAY COMPANY.

By.....

7. The whole of the bonds hereby secured as may be then outstanding may be called for redemption by the Company on any first day of April or first day of October on or prior to

October 1, 1914, on payment of the principal and accrued interest, upon the Company giving notice by letter or circular, posted to all registered bondholders addressed to their last addresses appearing upon the registry book at least sixty days before the day specified for redemption. Such notice shall also be published once a week for three successive weeks prior to the date specified for redemption in *The Canada Gazette* and in one newspaper in each of the cities of Toronto, Montreal and New York, and thereupon after the date so specified, interest on the whole series of bonds shall cease, unless payment thereof with accrued interest to the date of redemption shall not be made on presentation at the office of The Central Trust Company of New York in New York city on or after the day so specified for redemption. Upon payment the bonds and all unpaid interest coupons thereof shall be surrendered. Upon presentation to the Trustee, cancelled, of all the bonds and unpaid coupons hereby secured which at the time shall have been issued and are outstanding, or upon presentation of a portion thereof, cancelled (all of said bonds having been duly called for payment in accordance with the terms hereof), and a deposit with the Trustee by the Company of a sum of money sufficient to pay all of the said bonds and accrued interest, which have not been presented in accordance with the call therefor, and upon payment also of all reasonable charges and expenses of the Trustee and its counsel, the Trustee shall cancel and discharge this mortgage or deed of trust as fully and to the same effect as if the total issue of said bonds and coupons had been duly paid by the Company at the maturity thereof. The bonds called and redeemed under this paragraph, together with the coupons thereto belonging, shall be forthwith cancelled by the Trustee, and upon written demand delivered with the coupons attached to the Company.

8. The signature of the Secretary holding office at the date of this indenture may be engraved upon the coupons to the bonds hereby secured and such engraved signature shall be valid and binding upon the Company notwithstanding that such person may not be Secretary when the bonds are delivered.

The said bonds or any of them may be signed by the President or a Vice-President of the Company and by the Secretary holding office at the time of signing, and nothwistanding any change in any of the persons holding office between the time of actual signing and the delivery of the bonds, and notwithstanding that the President or Vice-President or Secretary signing may not have held office at the date of said bonds, the bonds so signed and delivered shall be valid and binding upon the Company.

9. Provided always and these presents are upon this express condition, that if the Company shall well and truly pay to the lawful holders of the said bonds and of the coupons thereto attached the amount of such bonds and coupons as the same shall respectively become due and payable, and also do pay all rates, taxes and charges whatsoever payable, upon or in respect of the said mortgaged premises, and shall observe and perform the covenants herein contained, then the mortgaged premises shall revert to and revest in the Company without any acknowledgement of satisfaction, release, acquittances, reconveyance, re-entry or other act or formality whatever, and

the Company shall thereupon become entitled to possession of the said bonds, but in such case and whenever the moneys mentioned in the said bonds and interest thereon as aforesaid are paid, and satisfactory evidence shall be given to the Trustee of such payment, and upon payment also of the reasonable charges and expenses of the Trustee and its counsel, it shall nevertheless be the duty of such Trustee, at the expense of the Company, to execute, acknowledge, and deliver to the Company, on demand, a full release, acquittance and discharge of all the liabilities aforesaid and a full release and reconveyance of all and singular the mortgaged premises. Provided also that until default for the periods hereinafter specified in that behalf shall be made in the payment of the principal or interest of the said bonds hereby secured, or of some one or more of them, or in respect of something herein required to be done, or some condition or covenant to be performed by it, the Company and its assigns shall be suffered and permitted to possess, manage and enjoy the mortgaged premises and to take and use the rents, incomes, profits, tolls and issues thereof, in the same manner and with the same effect as if this deed had not been made, but subject or to be subject nevertheless to the lien of these presents, and to the express provisions hereof.

10. Bonds secured hereby to the amount of $4,962,000 being the total amount of said Series "A" and Series "B" and Terminal and Postal Bonds, are to be made ready for issue and delivery, and the Canadian Northern is to guarantee the payment thereof. Such bonds to the amount at par of principal of $4,962,000 with the guarantee thereon executed by The Canadian Northern Railway Company shall be deposited with the Trustee.

11. Pending the preparation of engraved bonds the Company may issue and the Canadian Northern may guarantee and the Trustee may certify and deliver printed bonds without coupons for such amounts each as may be deemed convenient, but not exceeding in the whole the total amount above mentioned, such printed bonds to be exchanged for engraved bonds with coupons when ready, but to be cancelled or destroyed before or contemporaneously with the exchange for the engraved bonds.

12. The bonds secured hereby are to be certified and delivered by the Trustee as follows :—

(A) Bonds to the amount of $4,835,000 which sum equals the amount of the outstanding bonds of Series "A" and Series "B" and outstanding Terminal and Postal Bonds, shall be certified by the Trustee, and delivered as follows :—

(1) For each $1,000 par value of the outstanding bonds of Series "A" and Series "B" there shall be delivered in exchange $750 par value of the bonds hereby secured.

(2) For each $1,000 par value of the outstanding Terminal and Postal Bonds there shall be delivered $1,000 par value of the bonds hereby secured.

To entitle the holders of the bonds of Series "A" and Series "B" and of the Terminal and Postal bonds to recive bonds hereby secured in exchange therefor as above mentioned, the said bonds of Series "A" and Series "B" and Terminal and Postal Bonds shall be surrendered to the Trustee in negotiable form, and shall be accompanied by all the interest coupons

thereof, except those maturing prior to December, 1904. All the interest coupons of the bonds secured hereby and so given in exchange shall accompany such bonds.

(3) After retaining on hand $3,669,500 of bonds hereby secured ready for exchange in accordance with the foregoing terms, the balance of said $4,962,000 of bonds shall to the extent of $1,165,500 be certified by the Trustee, and delivered to the Company or to its order from time to time; and the Company covenants with the Trustee that such bonds shall be used by the Company for the following purposes, viz. :

(*a*) To pay and discharge the claims and liens upon rolling stock and equipment of the Company.

(*b*) To pay and discharge the claims and liens for balance of purchase money of its Louise Wharf property, forming part of its terminal property in the city of Quebec.

(*c*) To pay the half-year's interest which matured July 1st, 1904, on the said bonds Series "A" and "B" and Terminal and Postal Bonds which are received in exchange for bonds hereby secured in accordance with the foregoing provisions.

(*d*) To pay, secure or otherwise adjust and arrange the general indebtedness of the Company.

(*e*) After the foregoing then for other proper purposes of the Company and for no other purposes.

(B) The remaining $127,000 of bonds shall be certified and delivered to the Company or its order from time to time as expenditure is made by the Company upon its terminals in the city of Quebec, including the acquisition of additional property for such terminals and the amount paid in discharge of the said claim for balance of purchase money of Louise Wharf property, and then only to the amount which at 90 would equal the sum so expended; the trustee may act upon the certificate of the president or a vice-president and treasurer of the Company, and such certificate shall be conclusive in favour of the Trustee in respect to the truth of all statements therein set forth and required to exist prior to the certification and delivery of bonds under this subdivision.

(C) Bonds representing $20,000 per mile of the Company's lines of railway and branches hereafter constructed or acquired from any other railway company and not exceeding in all one hundred and fifty miles shall from time to time upon the written consent of the Canadian Northern to be certified by the Trustee hereunder, and delivered to the Company or to its order as follows:—With respect to lines constructed such bonds shall be delivered as the work of construction is proceeded with, and in such proportions from time to time as said Trustee may decide, having regard to the proportion of work done as compared with the whole work done and to be done, and the balance shall be certified and delivered on the completion of the said lines. In deciding upon the proportion of bonds to be delivered from time to time in accordance with this clause, the said Trustee may act upon the certificate of the Company's engineer in charge of the works and the treasurer of the Company; and the said lines shall be deemed to have been completed within the meaning of the foregoing if the Board of Railway Commissioners for Canada has given leave

that the same may be opened for the carriage of traffic under the terms of *The Railway Act*, 1903, in that behalf. With respect to lines acquired from another railway company, such bonds shall be delivered upon such lines being acquired, and upon the written consent of the Canadian Northern consenting to such delivery being deposited with the Trustee.

13. The Company may with the consent of the Canadian Northern apply to the Parliament of Canada for authority to increase the issue of bonds authorized by this indenture by the issue of additional bonds to the amount of $500,000, par value of principal, provided that such additional bonds shall be issued only from time to time as expenditure is made by the Company for right of way within the limits of the city of Quebec to connect with its terminal there and expenditure upon its terminals in said city, including the acquisition of additional property for said terminals, and then only to the amount of said bonds at par of principal which would equal the sum so expended; and such additional bonds if authorized by Parliament shall be deemed to be bonds hereby secured as if the same formed part of the issue herein provided for.

14. Save as otherwise provided coupons for interest matured at the date of delivery by the Trustee of bonds hereunder, shall be detached from the same and cancelled before delivery.

15. To the extent of the outstanding bonds of series "A" and series "B" and of the outstanding terminal and postal bonds, the bonds hereby secured are a consolidation of such bonds, and to the same extent this mortgage is a consolidation of the mortgages securing such outstanding bonds. The bonds of said series "A" and series "B" and Terminal and postal bonds received in exchange shall not be redissued, but shall be cancelled: provided however that any bonds being part of said series "A" and series "B" and of said terminal and postal bonds which are received in exchange shall be retained by the Trustee until the outstanding bonds of said series "A" and series "B" and of said terminal and postal bonds respectively have been respectively received in exchange as aforesaid. The Trustee, however, may upon request of the Canadian Northern cancel and surrender all of the said series "A" or series "B" or terminal and postal bonds for the purpose of obtaining the satisfaction of the mortgage securing the the issue of bonds so surrendered. The bonds so received shall in the hands of the Trustee until cancelled inure to the benefit of the holders of the bonds hereby secured: provided further that no further bonds of said series "A" and "B" or of said terminal and postal bonds than those now outstanding shall be issued under the terms of the mortgage securing the same or shall be certified by the Trustee of such mortgages.

16. The security hereby constituted shall become enforceable in each and every of the events following, hereinafter called the events of default, that is to say:

(*a*) If default shall be made in the payment of the interest or any instalment of interest on any of the said bonds when and as the same shall become payable, as therein and herein expressed, and such default shall continue for the space of three months;

(*b*) If default shall be made in the payment of the principal of any of the said bonds when and as the same shall

become due and payable by their terms, or by any declaration or otherwise;

(*c*) If default shall be made by the Company in the observance or performance of any other of the covenants, conditions and agreements in this indenture contained, and the Company shall not within three months after written notice specifying such default and requiring the Company to remedy the same shall have been served upon the Company by the Trustee comply with the covenant, condition or agreement not observed or performed if then capable of being complied with, or otherwise make good the breach to the satisfaction of the Trustee.

(*d*) If an order shall be made or an effective resolution passed for the winding up or liquidation of the business of the Company.

(*e*) If the Company shall, without the consent in writing of the Trustee, cease to carry on its operations or threaten to cease to carry on the same.

17. Upon this security becoming enforceable, the Trustee may by writing appoint a receiver or receivers of the mortgaged premises or any part thereof, or any section of the undertaking of the Company, or of any line or lines of railway thereof, and the Trustee may from time to time remove any receiver or receivers, so appointed, and appoint another or others in his or their stead, and the following provisions shall, in all cases, have effect:

(*a*) Such appointment may be made either before or after the Trustee shall have entered into or taken possession of the mortgaged premises or any part thereof;

(*b*) Such receiver or receivers may be invested by the Trustee with such powers and discretions as the Trustee may think expedient, and may be given full power to delegate any such powers or discretions;

(*c*) Unless otherwise directed by the Trustee such receiver or receivers may exercise all the powers and anthorities vested in the Trustee by paragraph 25 of this Indenture;

(*d*) Every such receiver shall be entitled to receive the gross receipts, revenues and income of the property of which he shall be so appointed receiver, and shall be entitled to pay thereout all outgoings of said property;

(*e*) Every such receiver shall in the exercise of his powers, authorities and discretions, conform to the regulations and directions from time to time made and given by the Trustee.

(*f*) The Trustee may, from time to time, fix the remuneration of every such receiver, and direct payment thereof out of the mortgaged premises;

(*g*) Save so far as otherwise directed by the Trustee all moneys received from time to time by every such receiver shall be paid over to the Trustee to be held by it upon the trusts declared by this Indenture;

(*h*) The Trustee may pay over to any such receiver, or to any other receiver of the whole or any part of the mortgaged premises, whether appointnd by the Trustee, or by any Court exercising jurisdiction over the mortgaged premises, any moneys constituting part of the mortgaged premises, to the intent that the same may be applied for the purposes hereof by such receiver or receivers, and the Trustee may from time

to time determine what funds any such receiver shall be at liberty to keep in hand with a view to the performance of his duties.

18. Upon this security becoming enforceable, the Trustee shall, upon being requested by one-third in amount of the bondholders in the manner hereinafter provided for declare the principal sum of each of the said bonds to be due and payable, and the same shall, upon such declaration, become due and payable accordingly, but such declaration shall not be made by the Trustee unless holders of said bonds then outstanding and representing not less than one-third in amount of bonds, shall have requested the Trustee so to do by an instrument in writing under their hands at any time before such default shall have been cured: Provided also that upon this security becoming enforceable and upon being requested so to do by the Canadian Northern, the Trustee may declare the said principal to be due and payable; and holders of said bonds representing more than one-half of the amount of bonds outstanding may by an instrument in writing under their hands cancel any declaration already made to that effect or waive the right so to declare on such terms and conditions as thay may prescribe; provided always that no act or omission either of the Trustee or of the bondholders in the premises shall entend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

19. The Trustee shall on the happening of any such event of default as is mentioned in clause (*c*) of paragraph 16 of this indenture, on the request of the holder of any of the said bonds, give written notice to the Company of any default mentioned in such request.

20. Upon this security becoming enforceable and upon a requisition in writing, signed by the holder or holders of bonds to an aggregate amount of not less than one-fifth of the amount of bonds then outstanding, and upon adequate and proper indemnification of the Trustee against the costs, expenses and liabilities to be by it incurred, it shall be the duty of the Trustee to proceed to enforce its rights and the rights of the bondholders under these presents by such proceedings, authorized by these presents or by law as the Trustee shall in requisition be directed to take, or in such manner or manners as the Trustee shall deem expedient and be advised by counsel learned in the law. The right of appointment of a receiver and of entry and sale hereinbefore granted are declared to be cumulative remedies additional to all other remedies allowed by law for the execution and enforcement of the trusts hereof: Provided nevertheless that it shall be lawful for bondholders holding a majority of the bonds then outstanding prior to any sale of the mortgaged property and premises by an instrument under their hands, proved as hereinafter provided and filed with the Trustee, and upon payment of the reasonable compensation and expenses of the Trustee and its counsel, to direct the Trustee to waive any default or stay or abandon any proceedings upon such terms as may be directed in such instrument.

21. Upon this security becoming enforceable, then and from thenceforth and in any such case, except as hereinafter mentioned, it shall be lawful for but not obligatory upon the

Trustee itself, or by its attorneys or agents, to enter into and upon the mortgaged premises or any part thereof, and from thenceforth to have, hold, possess, and use the mortgaged premises and all or any parts thereof.

22. Upon this security becoming enforceable, it shall be lawful for but not obligatory upon the Trustee after such entry as aforesaid or after other entry, or without entry, and whether in or out of possession and after advertisement of notice of such sale twice a week for four successive weeks preceding such sale in three newspapers, one published in Toronto, one in Quebec, and one in the borough of Manhattan, city of New York, and such additional advertisements and notices (if any) as the Trustee deems proper, to sell and dispose of the mortgaged premises subject to the provisions of paragraph 32 hereof, at public auction, or by private sale, at such time and place and in such manner as it may think best, and to make such sale with or under special conditions as to upset price, reserve bid or otherwise, or as to receiving the price or consideration in whole or in part in bonds or interest coupons secured hereunder. The Trustee may also rescind or vary any contract of sale that may have been entered into, and re-sell with or under any of the powers herein. The Trustee may also stop, suspend or adjourn any sale from time to time, and may make such sale at the time and place to which the same may be so adjourned without further notice. The Trustee may also, if it sees fit so to do, make any lease or leases of the whole or any part of the mortgaged premises, or of any line of railroad then subject to the lien of this Indenture or the appurtenances thereof, reserving such rent and containing such covenants, agreements and provisoes as may, in the opinion of the Trustee be reasonable or usual in leases of like property, provided that no such lease shall be for a longer period than twenty-one years, and shall reserve the best rent that can be reasonably obtained, which rent shall be incident to the immediate reversion, and shall be made payable half-yearly or oftener, and shall contain a condition for re-entry on non-payment of rent for a period of twenty-eight days after it becomes due, or for some less period to be therein specified. A copy of every such lease shall be mailed within ten days after the execution thereof to the Company.

23. It is hereby declared and agreed that the receipt of the trustee shall be a sufficient discharge to any purchaser or purchasers at any sale for the purchase money and that after payment of such purchase money and having such receipt, the purchaser or purchasers shall not be obliged to inquire into the application of the purchase money upon or for the trusts or purposes hereof, or be in any manner whatsoever answerable for any loss, misapplication or non-application of such purchase money or any part thereof, nor shall such purchaser or purchasers at any time be obliged to inquire into the regularity of any such sale.

24. Upon any sale of the mortgaged premises, or of any part thereof, the purchaser, in making payment therefor, shall be entitled after paying in cash so much as shall be necessary to cover the costs and expenses of the sale and of the proceedings incident thereto and any other moneys payable to the

Trustee to appropriate and use toward the payment of the remainder of the purchase price, any of the bonds or coupons issued hereunder and entitled to participate in the proceeds of such sale, reckoning each bond or coupon so appropriated and used at such sum as shall be payable thereon out of the net proceeds of the sale; and proper receipts shall thereupon be given to the holders of such bonds or coupons for the amount so payable thereon, and the bonds and coupons, if the net proceeds of the sale shall be sufficient to pay them in full, shall be delivered up for cancellation; or, if the proceeds of the sale shall not be sufficient to pay such bonds or coupons in full, the proper endorsement shall be made thereon of the amount so paid, and they shall then be returned to the holders.

25. Upon every entry into possession of the mortgaged premises, either by the Trustee its attorney or agent, or by any receiver appointed by the Trustee or by any court of competent jurisdiction, it shall and may be lawful for every such person so in possession from time to time until the sale and delivery of the same as hereinafter provided, at the expense of the trust estate to construct, repair, maintain and restore the railway, buildings bridges, structures, rolling stock machinery and other property of the Company, and to insure and keep insured the same, in the same manner, and to the same extent as is usual with railway companies, and likewise, from time to time, at the expense of the trust estate, to make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon as may seem judicious.

The Trustee by itself or any such receiver or receivers by himself or themselves or by any such superintendents, manager, servants, attorneys or agents as may be thought fit, may operate, manage and conduct the business of the Company, and exercise all the rights and powers of the Company either in the name of the Company or otherwise, and shall be entitled to collect and receive all tolls, earnings, incomes, rents, issues and profits of the mortgaged premises and every part thereof.

26. If any moneys shall, from time to time, be required by the Trustee for the purpose of carrying out or enforcing the trusts hereof, or if any moneys shall be required from time to time by any receiver of the whole or any part of the property of the Company, whether appointed by the Trustee or by any court or otherwise, the Trustee, upon certifying the amount of such requirement by any instrument under its corporate seal and duly executed by its proper officers in that behalf, which execution shall, for all purposes, be conclusive upon the Company and upon the holders of said bonds, may issue certificates, hereinafter called receiver's certificates, for such amount as will, in the opinion of the Trustee, be sufficient for obtaining upon the security of the mortgaged premises, the amount so certified, and such certificates may be payable either to order or to bearer, and may be payable at such time or times as to the Trustee may appear expedient, and shall bear such interest as shall be therein declared, and the Trustee may sell and dispose of the same in such manner as to it may seem advisable, and shall be authorized to pay such reasonable commission upon the sale thereof as to it may seem fit, and the amounts from time to time payable by virtue of such receiver's certifi-

cates shall form a first charge upon the mortgaged premises in priority to the said bonds. The Trustee shall not be liable for any error of judgment nor for any action taken or suffered by it in good faith under the provisions of this paragraph.

27. The Trustee may for its individual benefit make advances upon or acquire any of the said receiver's certificates.

28. After deducting the expenses of operating the mortgaged premises and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements and all other payments which may be made for taxes, assessments, insurance and prior or other proper charges upon the mortgaged premises or any part thereof, as well as just and reasonable compensation for the services of the Trustee and of any receiver or receivers and of all counsel, agents and employees, properly engaged and employed and all other costs, charges and expenses incurred in and about the execution of the trusts or powers in this indenture contained, and after reserving sufficient to indemnify the Trustee for and on account of any liability which it may have incurred in taking possession of or operating the mortgaged premises or otherwise in connection with the trust estate, the Trustee shall apply the remainder of the moneys received by it in connection with the operation and conduct of the said business and the mortgaged premises, as follows :—

(*a*) In case the principal of the said bonds shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest thereon at the rate of five per cent per annum, such payments to be made rateably to the persons entitled thereto, without any discrimination or preference.

(*b*) Any surplus moneys remaining not required for the payment of matured interest, shall be reserved to be applied to the payment of subsequently accruing interest, or to the payment of principal upon a sale of the mortgaged premises as hereinafter provided.

(*c*) In case the principal of the said bonds shall have become due by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue instalments thereof at the rate of five per cent per annum in the order of the maturity of the instalments) and next, if any surplus remains, towards the payment of the principal of all the said bonds, such payments, in every instance, to be made rateably to the persons entitled thereto without any discrimination or preference.

29. The Company, upon the security becoming enforceable, shall and will, upon demand, deliver, surrender and yield up the mortgaged premises to the Trustee or to any receiver or receivers appointed by virtue hereof.

30. A certificate from the Trustee of the happening of any one or more of the events of default together with the production of this Indenture shall be sufficient evidence of such default, and no purchaser shall be bound to inquire into the correctness of such certificate, or whether any default has happened, or whether any sum remains secured by this indenture.

31. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, sale, appointment

of receiver, entry of action, suit, or otherwise, and such proceedings shall be discontinued or abandoned because of waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder in respect of the mortgaged premises, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

32. In the event of any sale by virtue of the power of sale herein contained, or by virtue of judicial proceedings or any judgment for sale, the whole of the mortgaged premises shall be sold in one parcel, and as an entirety, unless the holders of a majority in amount of the bonds then outstanding shall in writing or at a meeting of the bondholders called for the purpose request the Trustee to cause such premises and property to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in the request, and in the order therein set forth.

33. In case of sale of the mortgaged premises or any part thereof, by virtue hereof, the principal of the bonds, if not previously due, shall immediately become due and payable, anything in said bonds or in this Indenture contained to the contrary notwithstanding.

34. Upon the completion of any sale or sales, the Trustee shall execute and deliver to the purchaser or purchasers, such good and sufficient conveyances, assurances and transfers as may be expedient.

35. The Trustee is hereby appointed the true and lawful attorney irrevocable of the Company, in its name and stead to execute all such conveyances, assurances and transfers as may by counsel learned in the law be reasonably devised or required, with full power to appoint any person or corporation as its substitute, nevertheless the Company shall, if so requested by the Trustee, ratify and confirm all sales by executing and delivering to the Trustee or to such purchaser or purchasers all proper conveyances, assurances, transfers and releases as may be designated in such request.

36. In case of any sale of the mortgaged premises whether under the power of sale hereby granted or pursuant to judicial proceedings, the purchase money, proceeds or avails, together with any other sum which may be then held by the Trustee or be payable to it under any of the provisions of this indenture as a part of the mortgaged premises shall be applied as follows :—

(*a*) To the payment of the costs, expenses, fees and other charges of such sale, and a reasonable compensation to the Trustee, its agents and attorneys, for their services and for the services of all counsel, receivers, solicitors, agents and employees engaged, retained, appointed or employed by them, and to the payment of all expenses and liabilities incurred, and advances or disbursements made by the Trustee, and to the payment of all penalties, working expenses, taxes, rates, duties, levies, assessments, charges or other liens prior to the lien of this indenture, except any taxes, rates, duties, levies, assessments, charges or other separate liens, subject to which such sale shall have been made.

(*b*) To the payment of the amount owing or unpaid for principal and interest upon the bonds, with interest on the overdue instalments of interest at the rate of five per cent per annum and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the bonds then to the payment of such principal and interest ratable according to the aggregate of such principal and the accrued and unpaid interest without preference or priority of principal over interest or of interest over principal, or of any instalment of interest over any other instalment of interest.

(*c*) Any surplus remaining shall be paid to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

37. No purchaser or other person or Company dealing with the Trustee or any receiver or receivers appointed by it, or with its attorneys or agents, shall be concerned to inquire whether the power exercised or purporting to be exercised, has become exercisable, or whether any money remains due under the security of these presents, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of such sale or other dealing with the mortgaged premises, or to see to the application of any money paid to the Trustee or such receiver or receivers, and in the absence of *mala fides* on the part of such purchaser, person or Company such dealings shall be deemed, so far as regards the safety and protection of such purchaser, person or Company, to be within the powers hereby conferred, and to be valid and effectual accordingly, and the remedy of the Company and its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such trusts shall be in damages only.

38. It is hereby declared and agreed that no holder of bonds or coupons shall have the right to institute any suit or proceedings for foreclosure or sale under this mortgage, or for the execution of the trusts hereof except upon and after the refusal and neglect of the Trustee to proceed to act in the premises upon requisition and indemnification as aforesaid ; it shall, however, be lawful for the holders of bonds, representing a majority of the outstanding bonds for the time being, to direct the party bringing any such suit or proceeding to waive the default or defaults on which it is founded in like manner as is hereinbefore provided for a direction to the Trustee to waive default, and such direction shall be complied with. It is further declared and agreed that no action taken by the Trustee or by bondholders under this clause shall prejudice or in any manner affect the powers or rights of the Trustee or of bondholders in the event of any subsequent default or breach of condition or covenant herein.

39. Except during default in the performance by the Company of its agreements in said bonds and coupons and in these presents contained, the Trustee shall have power in its discretion, upon the written request of the Company, to convey by way of release or otherwise, to parties designated by the Company, any of the mortgaged premises covered hereby which, in the judgment of the Trustee, it has become inex-

pedient or unnecessary to hold or use for the purpose of the undertaking and business of the Company : provided however that in each case other property (which may consist of money or security for money, lands, buildings, machinery, equipment or plant) of value equal in the Trustee's opinion to the value of the property released, shall be substituted for the released property and subjected to the lien of these presents, so that such release herefrom shall not in the opinion of the Trustee impair the security hereby provided ; and except during default as aforesaid, the Company may, free from the lien hereof, sell, exchange or otherwise dispose of such equipment, plant, machinery, materials or other movable property, as may have become worn out, disused or undesirable for use by the Company, provided, however, that it shall substitute therefor other property which is of equal or greater value ; and all renewals or substituted materials and property shall be covered by and subjected to these presents. The Trustee may act under this paragraph on the certificate of the President or a Vice-President and the Secretary of the Company under its corporate seal, and shall be protected in all action taken or suffered by it in good faith in reliance upon the statements in such certificate contained, and the Trustee may but shall not be bound to make further inquiry.

40. The bonds hereby secured shall be negotiable and pass by delivery unless registered for the time being in the name of the holder in the manner herein provided, and the Trustee shall keep at its office in the city of New York a bond register to be furnished by the Company in which the holder of a bond shall be entitled to have his name and address and the number of the bond entered upon presenting a written statement of the said particulars and verifying his title to such bond by the production thereof. Every such registration shall be certified on the bond. A suitable transfer book shall be kept at the office of the Trustee in New York ; and after such registration so certified no transfer shall be made or shall be valid except in writing in the said transfer book, signed by the party registered as the holder for the time being, or his legal representatives, or his agent or attorney thereunto duly authorized in writing filed with the Trustee. The fact of every such transfer shall be entered upon the said transfer book. Every such transfer shall be noted on the bond, and if the last transfer be to bearer it shall restore to the bond transferability by delivery, and every such bond shall be subject to successive registrations and transfers to bearer as aforesaid at the option of the holder. Notwithstanding registration the interest coupons shall continue to be payable to bearer. The Trustee shall not be bound to take notice of any trusts appearing on or referred to in any transfer of the said bonds or otherwise with respect thereto, and may transfer the same on the direction of the person registered as the holder thereof whether named as trustee or otherwise, as though that person were the beneficial owner thereof: all expense of registration and transfer of bonds shall be borne by the bondholders requiring the same.

4 . The Company for itself, its successors and assigns, covenants, promises and agrees with the trustee as hereinafter in this article set forth :

(*a*) The Company will well and truly pay unto the lawful holders thereof the interest and principal of the bonds when and as the same shall become due and payable, according to the tenor and effect of said bonds and coupons without any deduction from either principal or interest of any tax which the Company might be required to pay or retain therefrom under any present or future law of the Dominion of Canada or of any county, state, province or municipality.

(*b*) The Company will, until the said bonds are fully paid and satisfied, pay or cause to be paid, when and as the same shall become due and payable, all taxes, rates, levies, duties, assessments or charges which may be lawfully imposed on the mortgaged premises, and on the interest of the trustee therein. Provided, however, that the Company shall not be required to pay any such tax, rate, levy, duty, assessment or charge, so long as it shall in good faith and by appropriate legal proceeding contest the validity thereof. Should the Company fail to pay any such tax, rate, levy, duty, assessment or charge, the trustee may, without prejudice to any of its rights under this indenture by reason of such default, pay and discharge the same, and have a lien upon the mortgaged premises for its advance for that purpose, together with interest thereon prior to the lien of its indenture.

(*c*) The Company will pay and discharge all claims or obligations which may now be or hereafter become due to labourers or mechanics, and which may by law be given a prior right to the lien of these presents.

(*d*) The company will keep all wooden bridges and trestles forming part of the main line of railway, and all buildings, rolling stock and persoual property at any time covered by this indenture insured against loss or damage by fire to such amounts as will reasonably protect the same, and will exhibit the policies and receipts for the payment of premiums to the trustee on request. Should the company fail to effect or keep in force such insurance, or produce evidence thereof at a reasonable time before the expiration of any contract for insurance from time to time in force, the trustee may insure such property in like manner, but any moneys paid by the trustee in respect thereof shall be immediately repaid by the company with interest; but no duty with respect to effecting or maintaining insurance shall rest upon the trustee, and it shall not be responsible for any loss by reason of want thereof. All insurance moneys payable by virtue of any such insurance shall be used only for the purpose of rebuilding or reinstating the property damaged or destroyed, or of building or procuring others in lieu thereof; but should the company decide not to rebuild or restore the property damaged, destroyed or part thereof, or procure other property in lieu thereof, or in case the company shall not take steps to rebuild or restore the property damaged or destroyed or part thereof, or to procure other property in lieu thereof, within one year from the date of the damage or destruction or such further time as the trustee may in writing allow, the moneys shall be paid over to the trustee and may be applied by the trustee to the redemption or purchase in open market of any of the bonds

as such price as it may deem proper or otherwise as it in its direction may see fit. The Trustee shall be under no duty to see to the collection of the insurance moneys or any part of thereof.

(*e.*) The Company will keep each piece of rolling stock equipment from time to time subject to the lien of this Indenture plainly lettered on each side with the name or initials of the Company.

(*f.*) The Company will indemnify and save harmless the Trustee against all loss and damage to which it may be subjected by the execution of the trusts hereof, or by the operation or management of the mortgaged premises, not caused by the personal misconduct or neglect of the Trustee.

42. No delay or omission of the Trustee, or of any holder of the said bonds, to exercise any right or power accruing upon any default, shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this indenture to the Trustee or to the bondholders may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the bondholders, and the Trustee may, except as herein otherwise provided, from time to time and at any time waive on such terms and conditions as to it shall seem expedient any breach by the Company of any of the covenants in these presents contained without prejudice to the rights of the Trustee in case of any subsequent like breach.

43. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the exerecise of the trust hereby created, and such compensation, as well as the reasonable compensation of its counsel and all such persons as it may employ in the administration or management of the trust and all other reasonable expenses necessarily incurred or actually disbursed hereunder, the Company agrees to pay, and for such payment thereof the Trustee shall have the benefit of the lien of this Indenture, and shall be entitled to payment thereof in full prior to any payment of or on account of the bonds and coupons out of the trust estate.

44. Unless and until the Trustee shall have received written notice to the contrary from a bondholder or from the Canadian Northern, the Trustee may for all the purposes of this Indenture conclusively assume that no event of default has happened.

45. The Trustee may employ solicitors, agents or attorneys in fact, and shall not be responsible for the default or misconduct of any solicitor, agent, attorney or receiver appointed by it in pursuance hereof if such solicitor, agent, attorney or receiver shall have been selected with reasonable care, nor for anything whatever in connection with the trusts hereof except willful misconduct or gross negligence.

46. The Trustee may advise with legal counsel, and shall not be liable for any action under this indenture taken or suffered in good faith by the Trustee in accordance with the opinion of counsel which shall be conclusive on the Company and on all holders of the said bonds.

47. The Company further covenants to do, execute and deliver all such further acts, deeds, conveyances and assurances

in the law, for the purpose of record or otherwise for the better assuring, conveying and confirming unto the Trustee the mortgaged premises, and every part thereof as the Trustee shall reasonably require for the better accomplishing and effectuating the intentions and provisions of these presents; and whenever and as often as the Company shall hereafter acquire any additional property (real or personal) rights, franchises, powers or things whatsoever not excepted herefrom under the proviso to paragraph No. 2 hereof the Company shall acquire, possess and hold the same upon and subject to the trusts of these presents until conveyance, assignment, transfer or assurance thereof shall be duly made and delivered to the Trustee for the benefit of the trusts by these presents created, and the Company will on demand repay to the Trustee all premiums of insurance. taxes, legal expenses or charges, or other expenditure which the Trustee may reasonably incur in and about the execution of the trusts hereof, and all such moneys together with interest thereon shall be a first charge upon the security hereby created in preference to the said bonds and interest.

48. The Company irrevocably appoints the Trustee to be the attorney of the Company, and in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do under the covenants herein contained, and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Trustee or any receiver appointed by it.

49. The Trustee shall not, nor shall any receiver or receivers as aforesaid by reason of the Trustee or such receiver or receivers entering into possession of the mortgaged premises or any part thereof be liable to account as mortgagee or mortgagees in possession, or for anything except actual receipts, or be liable for any loss upon realization or for any default or omission for which a mortgagee in possession might be liable, and every receiver appointed under these presents shall be deemed, as regards responsibility for loss or misconduct, to be the agent of the Company.

The Trustee and every receiver, attorney, manager, agent or other person appointed by the Trustee hereunder shall be entitled to be indemnified out of the mortgaged premises in respect of all liabilities and expenses incurred by them or any of them in the exercise or purported exercise of the trusts hereof, or of any powers, authorities or discretions vested in them or any of them pursuant to these presents, including liabilities and expenses consequent on any mistake, oversight, error of judgment, forgetfulness, or want of prudence on the part of the Trustee, or any such appointee, and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any wise relating to the premises, and the Trustee may retain and pay out of any moneys in its hands from the trusts of these presents, the amount of any such moneys, and also the remuneration of the Trustee as herein provided for, and also the reasonable remuneration of the Trustee for its own services hereunder.

51. The Trustee may delegate to any person or persons all or any of the trusts, powers and discretions vested in it by these presents, and any such delegation may be made upon such terms and conditions, and subject to such regulations, in-

cluding power to sub-delegate as the Trustee may think fit, and the Trustee shall not be in any wise responsible for any loss incurred by any mistake or default on the part of any such delegate or sub-delegate.

52. Any notice required to be given to the Company shall be sufficiently given if left with some grown up person at the head office of the Company, or served upon the president, a vice-president, the treasurer, the secretary, the manager or other superintending officer thereof, or deposited in the mail in a securely sealed post-paid wrapper addressed to the Company at its Head Office.

53. The Trustee shall not be liable for or by reason of any failure or defect of title to or any encumbrance upon the mortgaged premises, or for or by reason of the statement of facts or recitals in this indenture or in the bonds contained or be required to verify the same; but all such statements and recitals are and shall be deemed to have been made by the Company only, and it shall not be the duty of the Trustee and nothing herein contained shall in any wise cast any obligation upon the Trustee to see to the application by the Company of any bonds or their proceeds delivered to the Company in accordance with the terms of this indenture, or to see to the registration of filing or renewal of this or any other deed or writing by way of mortgage or bill of sale upon the mortgaged premises, or any part thereof, or upon any other property of the Company, or to procure further other or additional instruments of further assurance, or to do any other act for the continuance of the lien hereof, or for giving notice of such lien or for extending or supplementing the same; or to keep itself informed or advised as to the payment by the Company of any taxes, or assessments, or premiums of insurance, or other payments which the Company should make, or to require such payments to be made; it being hereby agreed and declared that as to all the matters and things in this clause referred to the duty and responsibility shall rest upon the Company and not upon the Trustee, and the failure of the Company to discharge such duty and responsibility shall not in any way render the Trustee liable or cast upon it any duty or responsibility for breach of which it would be liable.

54. Notwithstanding anything herein contained it is hereby declared that the Trustee shall be chargeable and liable only for that which it shall actually receive in administering the trusts hereof (notwithstanding its joining in any receipt for the sake of conformity), and shall be answerable and accountable only for its own acts, receipts, neglects or defaults, and not for those of any banker, broker or other person with whom any trust moneys or securities may be deposited, nor for any loss unless same shall happen through its own wilful default. The Company is solely responsible for the truth of the recitals herein contained.

55. The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder after giving three months' notice in writing to the Company. Provided that such shorter notice may be given as the Company shall accept as sufficient. In case of resignation, removal from office, or incapacity to act on the part of the Trustee a successor shall be at once appointed by a Judge of the Supreme Court of Justice

for Quebec, upon the application of the Company upon such notice (if any) to the bondholders and given in such manner as the said judge may direct or upon the application of bondholders upon notice to the Company. On any new appointment the new Trustee shall be vested with the same powers, rights, interests, duties and responsibilites as if such Trustee had been originally named as Trustee hereunder, without any further assurance, conveyance, act or deed ; but there shall be immediately executed all such conveyances or other instruments as may be necsssary or suitable for the purpose of assuring to the new Trustee a full estate in the premises.

Any successor Trustee appointed hereunder shall execute and deliver to the Company an instrument accepting such appointment hereunder, and thereupon all the estate, right, title and interest of the succeeded Trustee shall wholly cease and determine. Nevertheless, such Trustee shall, at the request of the Company, or of the successor Trustee, make and execute such deeds, conveyances or assurances to its successor as may be necessary or suitable for the purposes aforesaid. All the expenses incidental to the resignation or renewal of a Trustee, and to the appointment of a new Trustee and of all the deeds, conveyances and assurances incident thereto shall be borne by the Company.

57. Nothing contained in these presents, or in any bond hereby secured, shall prevent any consolidation, amalgamation, or merger of the Company with any other corporation, or any conveyance, transfer or lease of all or part of the mortgaged premises to any corporation lawfully entitled to acquire the same, provided however, that such consolidation, amalgamation, merger, sale or lease shall be upon such terms as to preserve and not to impair the lien and security of these presents.

58. In case any bond issued under this indenture, or the coupons thereto appertaining, shall become mutilated or be destroyed, the Company in its discretion may issue and thereupon the Trustee shall certify and deliver a new bond of like date and tenor, bearing the same serial number as the one mutilated or destroyed, and having only the proper coupons attached, in exchange for and in place and upon cancellation of the mutilated bond or coupons or in lieu of and substitution for the same, if destroyed. In case of destruction the applicant for a substituted bond shall furnish to the Company and the Trustee evidence of the destruction of such bond or coupon destroyed, which evidence shall be satisfactory to the Company and Trustee in their discretion, and such applicant shall also furnish indemnity satisfactory to both of them in their discretion.

59. It is hereby declared that the last day of any term of years, reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company, and whether falling within a general or specific description of property hereunder, is hereby excepted out of the assignment or transfer of such lease or agreement hereby made, and does not and shall not form any portion of the mortgaged premises, and it is further hereby declared and agreed that after any lease or sale made under the powers herein contained of any leasehold interest forming part of the mortgaged premises, the Company shall stand possessed of the premises sold for the

last day of the term granted by the lease thereof or agreement therefor in trust for the purchaser or purchasers, their executors, administrators and assigns, to be assigned and disposed of as he or they may direct.

60. The Trustee may, whenever and so often as it shall desire, and shall at any time upon the request of holders of bonds to the amount of at leaat one-fifth of the bonds then outstanding call a meeting of the bondholders, provided the Trustee shall at the time of such request be paid in cash sufficient to cover the costs and expenses of calling and holding the meeting specified in such request. Such meeting, until other regulations shall be established, shall be sufficiently called by notice mailed to each of the registered bondholders at their registered addresses at least ten days before the meeting, and also in case any bonds shall not be then registered, by advertisement once a week for three consecutive weeks in one newapaper publiahed in the cities of New York, Montreal and Toronto respectively. Each meeting shall be held at New York, Montreal or Toronto, as may be determined by the Trustee, and may without publication be adjourned from time ta time, and to such place as the meeting shall determine. Each such meeting shall be held, presided over and conducted in the manner usual with deliberative bodies. The rights and status of each bondholder shall be ascertained by the Trustee and certified to the chairman of the meeting by reference to the register in the case of registered bonds, and by the production of unregistered bonds to the Trustee or by such evidence of the holding thereof as would be sufficient to establish, under paragraph 61 hereof, the right of the holder to join in a requisition or consent. Any bondholder may be represented by proxy, provided the appointment of such proxy be in writing, and be deposited with the Trustee. Each bondholder shall have one vote for each full $1,000 of bonds held by him, but not in respect of a fraction of $1,000. The Trustee shall have the right to require the proceedings at or any requisition passed by any such meeting to be authenticated by the signature of all persons whether bondholders or proxies entitled to vote thereat. By resolution passed at any such meeting, a quorum may be defined, and other regulations or by-laws governing meetings of bondholders may be established, altered or repealed, but until a meeting defines the quorum or makes such regulations or by-laws governing meetings the same may be defined and made by the Trustee.

61. Any request or other instrument required by this Indenture to be signed and executed by bondholders may be in any number of concurrent instruments of a similar tenor or effect, and may be executed by such bondholders in person or by an agent or attorney. Proof of the execution of any such request or other instrument, or of the due appointment of any such agent or attorney, or of the holding by any person of bonds transferable by delivery shall be sufficient for any purpose of this indenture, and shall be conclusive in favour of the Trustee with regard to any action taken or suffered by the Trustee under such request or other instrument if made in the following manner, namely:

(*a*) The fact and date of the execution by any person of any such request or of any other instrument in writing may be

proved by the certificate of any notary public certifying that the person signing such request or other instrument acknowledged to him the execution thereof, or by the affidavit or statutory declaration of a witness to such execution.

(*b*) The amount of bonds transferable by delivery held by any person executing such request or other instrument as bondholder, and the issue and number of bonds held by such person and the date of his holding the same may be proved by a certificate issued by any trust company, bank, or other depository, whose certificate the Trustee may think to be satisfactory shewing that at the date therein mentioned, such person had on deposit with or exhibited to such depository, the bonds numbered and described in such certificate, and such bonds, for the purpose of action by the Trustee on the faith of such certificate shall be conclusively deemed to be held as certified during two calendar months ensuing the date of such certificate, and the Trustee shall not be required to take cognizance of any notice to the contrary.

(*c*) The ownership of registered bonds shall be proven by the book for the registry of such bonds as provided in this indenture.

(*d*) Any written demand, request, notice, designation, direction or nomination to be made by the Company under any of the provisions hereof shall, unless othewise provided, be deemed sufficiently made and executed if executed under the corporate seal of the Company, by the President or by a Vice-President of the Company. The Trustee may receive a certificate signed by the Secretary of the Company as sufficient evidence of the passage of any resolution of the board of directors of the Company, or of the shareholders thereof.

62. A meeting of bondholders shall in addition to all other powers have the following powers exerciseable only by extraordinary resolution approved by the Canadian Northern, viz. :

(*a*) Power to sanction any scheme for the reconstruction of the Company or for the amalgamation of the Company with any other Company or for the leasing of the undertakings or part thereof of The Company to any other Company where the conseni of bondholders to such reconstruction or amalgamation or leasing may be required.

(*b*) Power to authorize the Trustee to accept in satisfaction or part satisfaction for the sale or transfer of all or any part of the mortgaged premises, any shares, whether preference, ordinary, or otherwise, debentures, bonds, debenture stock or any other securities of any company formed or to be formed.

(*c*) Power to sanction the exchange of the bonds hereby secured and the conversion of such bonds into shares, debentures, bonds, debenture stock or any other securities of the Company or any other company formed or to be formed.

(*d*) Power to distribute in specie any shares or securities received under sub-sections (*b*) and (*c*) hereof.

(*e*) Power to sanction any modification or compromise of the rights of the bondholders agaiust the Company or against its property, whether such rights shall arise under this indenture or otherwise.

(*f*) Power to assent to any modification of the provisions contained int his indenture which shall be preposed by the

Company and to authorize the Trustee to concur in and execute any deed supplemental to this indenture embodying such modification.

(*g*) Power to authorize the Trustee or any of its receivers, agents or attorneys where they shall have entered into possession of the mortgaged premises to give up possession of the premises to the Company, whether unconditionally or upon any conditions.

(*h*) Power to declare that the security constituted by this indenture has not become enforceable, notwithstanding the happening of any of the events of default.

The expression "extraordinary resolution" means a resolution passed at a meeting of bondholders duly convened and held in accordance with the provisions herein contained by a vote representing not less than three-fourths in amount of the outstanding bonds.

63. The Canadian Northern shall be entitled to the benefit of the lien of this Indenture for all moneys which it may pay in pursuance of its said or any additional guarantee of the payment of the principal and interest of bonds issued in pursuance of the terms hereof, but it shall not be entitled to any payment out of the trust estate on account of any moneys so paid by it, unless and until the entire principal and interest, with interest on past due instalments of interest, of such bonds so guaranteed shall have been first paid in full. The Canadian Northern may for the purposes of this indenture from time to time waive the default of the Company in respect of the moneys so paid by the Canadian Northern. In any event of default the Trustee may from time to time be called upon by the Canadian Northern to exercise and upon being properly indemnified against costs, expenses and liabilities the Trustee shall then exercise all the powers and remedies herein provided in the event of default in payment on the part of the Company, or such of them as the Canadian Northern may from time to time specify.

64. The Trustee hereby accepts the trusts of this indenture and agrees to carry out and discharge the same unless and until discharged therefrom by resignation or in some other lawful way.

In witness whereof this indenture has been duly executed by the parties hereto under their respective corporate seals.

GREAT NORTHERN RAILWAY OF CANADA.

In the presence of R. P. ORMSBY.

D. B. HANNA,
President.

[Seal.]

J. G. SCOTT,
Secretary.

THE CENTRAL TRUST COMPANY OF NEW YORK.

J. N. WALLACE,
President.

[Seal.]

GEORGE BERTINE,
Secretary.

THE CANADIAN NORTHERN RAILWAY COMPANY.

D. D. MANN,
President,

W. H. MOORE,

[Seal.]

Secretary.

SCHEDULE A.

referred to in the hereto annexed indenture, dated the day of AD. 1905, between Great Northern Railway of Canada, of the first part, the Central Trust Company of New York, of the second part, and the Canadian Northern Railway Company, of the third part.

Part one.

The main line of the railway commencing at Rivière à Pierre, Province of Quebec, where it connects with the Quebec & Lake St. John Railway, thence in a generally westerly direction to the town of Hawkesbury, Province of Ontario, a distance of about 169 miles. A branch line of railway from Shawinigan Junction to the town of Shawinigan Falls, on the St. Mourice River, a distance of about 4.5 miles. A branch line of railway from St. Jerome Junction to St. Jerome in the county of Terrebonne, a distance of about 1.7 miles. A line of railway called the Montfort and Gatineau branch or division, commencing at Montfort Junction, where it connects with the Canadian Pacific Railway in the county of Terrebonne, thence running in a generally north-westerly direction to Arundel and Huberdeau, a distance of about 33 miles.

Part two.

1. A certain lot of land now known as lot number two thousand and eighty-five (2,085), upon the official cadastral plan and in the book o reference thereto for St. Peters Ward of the said City of Quebec, being a beach lot bounded towards the north-west by the line of the Harbour Commissioners of Quebec, to the south-east by a projected street called Carcy street, to the north-east by the projected prolongation of Bell's lane, otherwise called Ste. Catherine street, and to the south-west by the projected prolongation of St. Peter street, with the wharves thoreon erected, circumstances and dependencies.

And all that part of the lot of land known as lot number two thousand and eighty-six (2,086), upon the official cadastral plan and in the book of reference thereto for St. Peter's Ward of the said City of Quebec, being a beach lot included in the following limits, to wit :—

To the north by the line of the Harbour Commissioners of Quebec ; to the north-east, by Dalhousie street ; to the south-west, by the projected prolongation of Bell's lane, otherwise called Ste. Catherine street ; to the south-east, by the right of way of the North Shore Railway Company belonging to the Canadian Pacific Railway Company, with the wharves erected, circumstances and dependencies.

Which said above described two lots of land are marked block " A " and block " C " and part of " D " respectively, on a certain plan thereof made by Alex Sewell, provincial land surveyor, in the month of February, eighteen hundred and eighty-three (1883), a copy of which is annexed to a deed of agreement and transfer between Messrs. Hall, Price, Dobell *et al.*, passed before E. G. Meredith, Notary Public, at Quebec, on the eighth day ot November, eighteen hundred and ninety-two (1892), and which said lots of land contain a superficial

area of sixty thousand five hundred and sixty-nine feet, more or less, English measure, and are known to the said parties as follows :

The first lot above described as the Convey Wharf property and the second lot above described as the St. Charles Wharf property.

2. And also those six lots or emplacements situated in the lower town of Quebec, St. Peter's Wharf, described and designated on the cadastral plan and book of reference for St. Peter's Ward of the said City of Quebec, under the number two thousand and seventy-three (2,073), two thousand and seventy-four (2,074), two thousand and seventy-five (2,075), two thousand and seventy-six (2,076), two thousand and seventy-seven (2,077) and two thousand and seventy-eight (2,078), the six lots together forming one block or square which is bounded towards the south by Leadenhall street, to the north by Aylmer street, to the west by St. Peter's street and to the east by St. Catherine street.

3. Three lots or emplacements or beach lots situate in St. Peter's Ward aforesaid, and described on the cadastral plan and book of reference for St. Peter's Ward aforesaid, under the number two thousand and seventy-nine (2,079), two thousand and eighty-three (2,083) and two thousand and eighty-four (2,084), the said lots being contiguous and forming together a piece of ground bounded to the south partly by Aylmer street and partly by the lot number two thousand and eighty (2,080), to the west by St. Peter's street and to the east by lots numbers two thousand and eighty (2,080), and two thousand and eighty-two (2,082).

4. And three other emplacements or beach lots situate in St. Peter's Ward aforesaid, contiguous to the lots hereinabove secondly described, the said three lots being designated on the cadastral plan and book of reference for St. Peter's Ward aforesaid, under the numbers two thousand and eighty (2,080), two thousand and eighty-one (2,081) and two thousand and eighty-two (2,082), forming together a piece of ground which is bounded to the south by Aylmer street, to the north partly by Carcy street and partly by lot number two thousand and eighty-three (2,083), to the east by St. Catherine street and to the west by lots numbers two thousand and seventy-nine (2,079), and two thousand and eighty-three (2,083), together with the wharves and buildings erected and being on part of the lots hereinabove firstly described, circumstances and dependencies.

Which said hereinabove secondly, thirdly and fourthly described lots of land contain together a superficies of thirty-nine thousand eight hundred and twenty-five square feet, English measure, more or less, and include the land forming the projected streets called Aylmer Street, Carcy Street, St. Catherine Street, and the continuation of St. Peter Street, but without any warranty of any kind in case of eviction, as regards the said streets ; which projected streets contain an area of about thirty-eight thousand feet, English measure.

5. The immovable property which they, the Company, hold in virtue of the lease which was granted them on the sixteenth

of May last (1900) by the Quebec Harbour Commissioners before Cy. F. Délage, Notary, which immovable property is described thus in said deed of lease :

A lot of ground situate at the western end of the Louise embankment, of a superficies of about thirty-nine thousand square feet (39,000), for the erection of workshops, and another space, being a beach lot, situate at the same place, contiguous to the preceding, containing a superficies of about sixty-one thousand (61,000) square feet, outside of the crib work of the Quebec Harbour Commissioners, for the erection of other work-shops of the said Company, as the whole is more fully described on a plan of said property made by the Quebec Harbour Commissioners' Engineer, and comprising all the space within the letters B, C, D, F, B, and outlined in red on said plan, annexed to the original hereof and signed by the parties hereto and the said notary *ne varietur*, with the buildings thereon erected and machinery affixed to such buildings.

6. The railway tracks, the property of the Company, now laid in St. Andrew Street, in the City of Quebec, from the tracks of the Quebec & Lake St. John Railway, near the Gas Works, to the Great Northern Elevator Company's grain elevator, near the Custom House, and also the tracks connecting the latter with the car shops of the Great Northern Railway on the Louise Dock, together with in each case all rights of way, station grounds, stations, freight houses and other buildings, bridges (including among all others the bridge over the Ottawa River, from a point between the Villages of Carillon and Grenville, Province of Quebec, to the Village of Hawkesbury, Province of Ontario, together with all approaches to the said bridge), and culverts, water tanks, bridge houses, engine houses, turntables, wharves, docks and all other property real and personal now existing or hereafter acquired in connection with the said lines of railway and branches or any of them, and the said properties or any of them in parts 1 and 2 of this Schedule ; also all present and future rolling stock, equipment, plant, machinery, tools, implements, etc., thereof ; also all present and future tolls, revenues, incomes, rights, franchises and powers of the Company in connection with the said lines of railway and branches and properties and each of them and the operation thereof.

Part three.

Also the lease made by The Chateauguay and Northern Railway Company, called the Lessor, to Great Northern Railway of Canada, called the Lessee, dated the 23rd day of October, A.D. 1903, and all covenants, powers, rights and benefits therein contained and the Lessee's interest in the real and personal property thereby demised—by which said lease the Lessor demised and leased to the Lessee the following, that is to say, the line of railway of the Lessor from the junction of the Great Northern Railway of Canada at or near Joliette to a point in Hochelaga Ward, Montreal, being about thirty-seven (37) miles more or less, and including the railway bridge across the Rivière des Prairies, and also the branch to L'Assomption,

being about one-third mile in length. The property in Montreal fronting on St. Catherine Street, bounded by Chicago Avenue on the west and Moreau Street on the east, and extending back to the Canadian Pacific Railway Company's property, also a strip of land on the west side of Chicago Avenue and fronting for about sixty (60) feet on St. Catherine Street, and extending back along Chicago Avenue to the rear of Lot 98 and the said lot 98, together with all rights of way, stations, station grounds, buildings, freight houees, warehouses, docks, wharves, engine houses, water tanks, turntables, shops, telegraph and telephone lines, sidings, structures, erections and improvements and real and personal property of every kind owned and controlled by the Lessor or to which the Lessor is or may be entitled and used or for use upon or in connection with the said railway, etc., together with all appurtenances to the said railway, etc., belonging or appertaining ; also all the rights, powers, privileges and franchises of the Lessor in connection with the foregoing or any part thereof, and in connection with the construction and operation of any extensions or branches of the railway above referred to or in connection with the construction and operation of any additional lines of railway or branches which under the charter of the Lessor it is authorized to construct or operate.

Part four.

Also the lease made by Charles Eusebe Martel snd Victor Chateauvert therein and hereinafter called the Lessor, acting for the Renaud Estate and Great Northern Railway of Canada, therein and hereinafter called the Lessee, and all the covenants, powers, rights and benefits therein contained and the Lessee's interest in the property thereby demised, by which said lease the Lessor leased and demised to the Lessee the following, that is to say : A strip or piece of land of an irregular shape forming part of lots numbers two thousand and eleven (2,011) and two thousand and twelve (2,012) of the official plan and book of reference of the Cadaster of St. Peter's Ward of the City of Qnebec, situate on the north side of St. Andrew Street, comprised within the letters A, C, H, D, E, F, G, B, A, on said plan, bounded on the north by the concave line from A to D, measuring two hundred and ninety-three feet, on the north-east by the line running southwards from D to E along St. Peter's Street, measuring forty-three feet, thence by a line running westward from E to F fifty-four feet, thence southwards from F to G sixty-nine feet, thence by a line running westward along the line of the Canadian Pacific Railway on St. Andrew Street from G to the starting point A two hundred and forty-eight feet, more or less, without guarantee as to precise measurements ; the space of ground leased measuring thirteen thousand seven hundred and fifty-two feet in superficies.

Part Five.

Fully paid shares in the capital stock of the Great Northern Elevator Company, amounting at par to $149,000.

Approved :

GREAT NORTHERN RAILWAY OF CANADA,

[Seal,] D. B. HANNA,
President.
J. G. SCOTT,
Secretary.

THE CENTRAL TRUST COMPANY OF NEW YORK.

[Seal.] J. N. WALLACE,
Vice-President.
GEORGE BERTINE,
Secretary.

THE CANADIAN NORTHERN RAILWAY COMPANY.

[Seal.] D. D. MANN,
Vice-President.
W. H. MOORE,
Secretary.

No. 71.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Great Northern Railway of Canada.

First reading, February 22, 1905.

(PRIVATE BILL.)

MR. SCHELL,
(Oxford.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 72.] **BILL.** [1905

An Act to incorporate the Canadian Canals Corporation.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

Interpretation. "Canals." **1.** In this Act, unless the context otherwise requires,—

(*a.*) the word "canals" means "canal, waterway or portage railway and any branch canal, waterway or portage railway," and includes every kind or work necessary or done in respect of the waterways or portage railways hereby authorized for the purpose of carrying out the objects of this Act;

"Land." (*b.*) the word "land" wherever used in *The Railway Act*, 1903, or in this Act, includes land covered by water;

"Vessel." (*c.*) the word "vessel" includes any ship, barge, boat or other craft passing through any of the canals hereby authorized, or plying upon any lake or river connecting therewith;

"Goods." (*d.*) the word "goods" includes any goods, merchandise and commodities of whatsoever description, passing through any of the canals hereby authorized.

Incorporation. **2.** Henry C. Spalding of the city of New York, John I. Davidson, Peleg Howland, Richard C. Steele and Andrew T. Drummond, all of the city of Toronto, Trevannion W. Hugo, of the city of Duluth, and Telford Burnham, of the city of Chicago, together with such persons as become shareholders in the corporation, are incorporated under the name of "The Canadian Canals Corporation," hereinafter called "the Corporation." Corporate name.

Declaratory. **3.** The undertaking of the Corporation is declared to be a work for the general advantage of Canada.

Provisional directors. **4.** The persons named in section 2 of this Act shall be the first or provisional directors of the Corporation.

Powers. 2. In addition to all other powers as such they may acquire from the said Henry C. Spalding the patent hereinafter mentioned, and the right in Canada to all improvements thereon.

Capital stock. **5.** The capital stock of the Corporation shall be fifteen million dollars.

Head office. **6.** The head office of the Corporation shall be in the city of Toronto, in the Province of Ontario.

Annual meeting.

7. The annual meeting of the shareholders shall be held on the third Wednesday in January.

Election of directors.

Notice of meeting.

8. When shares to the amount of one hundred thousand dollars of the capital stock have been subscribed, the provisional directors shall call a general meeting of the shareholders of the Corporation, at which meeting, and at each annual meeting thereafter, the shareholders shall elect seven persons to be directors of the Corporation. Notice in writing of the date and place of holding such meeting, signed by the provisional directors and mailed postage prepaid to the post office address of each shareholder not less than ten days previous to such meeting, shall be deemed sufficient notice of such meeting.

Nationality of directors.

9. The majority of the directors, including the president, shall be British subjects.

Powers of Company.

Waterways and railways.

10. The Corporation may construct, maintain and operate navigable waterways, with or without portage railways, for ships, vessels and other craft (*a*) from some point on the Georgian Bay between Waubaushene and Port Severn, or on Nottawasaga Bay, to Lake Simcoe and thence to some point on Lake Ontario, the terminus to be either in the county of York or in the county of Ontario, (*b*) from some point on Nottawasaga Bay thence along the valley of the Nottawasaga River and thence to Lake Ontario, in the county of York.

Consent of Toronto City Council.

2. The said waterways or railways may not be constructed within the limits of the city of Toronto without the consent of the municipal council thereof.

Time for construction limited.

3. The works hereby authorized, or some of them, shall be commenced within four years, and one of the said routes shall be completed within twelve years, after the passing of this Act, and if the said works are not so commenced, or one of the said routes is not so completed, the powers granted by this Act shall cease and be null and void as respects so much of the undertaking of the Company as then remains uncompleted.

Business of Company.

Basins and reservoirs.

11. The Corporation may—

(*a.*) make and maintain basins and reservoirs for the storage of water and for slack-water navigation in connection with the said works; and may utilize the surplus waters of the said works for operating the said portage railways or other purposes; the slopes of cuttings and the widths of the embankments of the said works to be of such widths as are expedient for the safety thereof;

Locks, tow-paths, etc.

(*b.*) construct and operate locks, dams, tow-paths, branches, basins, feeders to supply water from the said lakes or from any rivers or creeks, reservoirs, cuttings, apparatus, appliances and machinery for the construction and operation of the canals;

Expropriation of lands.

(*c.*) enter upon and take such lands as are necessary and proper for the making, maintaining, operating and using the canal and other works of the Corporation; dig, cut, trench, get, remove, take, carry away, and lay earth, clay, stone, soil, rubbish, trees, roots of trees, beds of gravel or sand or any other matters or things which may be dug or got in making

the canals and other works, on or out of any lands adjoining or lying convenient thereto, and which are necessary for making or repairing the canals or the works incidental thereto or connected therewith, or which may hinder, prevent or obstruct the making, using or completing, extending or maintaining the same, respectively;

Passages.

(*d.*) make, maintain and alter any places or passages over, under or through the canals or their connections;

Water supply.

(*e.*) obtain, take and use, during the construction and operation of the canals, from the rivers, lakes, brooks, streams, watercourses, reservoirs and other sources of water supply adjacent or near to the canal, water sufficient for the purposes of constructing, maintaining, operating and using the canals and works hereby authorized, and sufficient to establish and maintain a current, at the rate on the average of three miles per hour, through the navigable channels of the canals, and the Corporation shall, in the exercise of the powers granted by this paragraph, do as little damage as possible, and shall make full compensation to all persons interested for all damage by them sustained by reason of the exercise of such powers, and such damage in case of disagreement shall be settled in the manner provided for fixing compensation under the provisions of *The Railway Act*, 1903;

Compensation for damages.

Harbours, warehouses, etc.

(*f.*) acquire, construct, operate, lease, or otherwise dispose of, terminals, harbours, wharfs, docks, piers, elevators, warehouses, dry docks and other structures, and building and repairing yards, and all works incidental thereto, upon the canals or upon lands adjoining or near the same;

Water and steam power.

(*g.*) acquire and utilize water and steam power for the purpose of compressing air or generating electricity for lighting, heating and motor purposes in connection with the canals, vessels and works of the Corporation; and may sell or otherwise dispose of surplus power generated by the Corporation's works, and not required for operating its canals or other works, and propel vessels in and through the canals by any kind of force, and sell, lease or otherwise dispose of the said works;

Surplus power.

Vessels.

(*h.*) acquire, construct, navigate and dispose of vessels to ply on the canals and the lakes, rivers and canals connecting therewith, and may also make agreements for vessels to ply upon the said canals, lakes and rivers;

Certain patent rights.

(*i.*) acquire by purchase or otherwise from the said Henry C. Spalding the patent granted to him under *The Patent Act* for new and useful appliances in transportation, and the right in Canada to all improvements thereon to be used in connection with the said works, and any rights in letters patent, franchises, or patent rights, for the purposes of the works hereby authorized, and again dispose of such rights;

Water powers along canals.

(*j.*) along the routes of the canals, acquire, develop and use water powers, and erect, maintain and operate works and appurtenances for the use and transmission of power.

Telegraphs and telephones.

12. The Corporation may construct and operate telegraph and telephone lines along the whole length of its canals, and, for the purpose of operating such lines or exchanging and transmitting messages, may enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Rates and charges.

2. The Corporation may transmit messages for the public and collect rates or charges therefor; but no rate or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Corporation, until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time.

R.S.C., c. 132.

3. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Corporation.

Interference with drainage systems.

13. The Corporation shall make due provision for, take care and dispose of, all water and drainage, to the extent to which it disturbs or interferes with artificial drains, natural streams or watercourses which the canals cross, touch or interfere with, and which are in existence at the time of the construction of the canals.

Disputes to be determined by Board of Railway Commissioners.

2. All subsequent questions, disputes or complaints as to the construction of new drains, and as to the alterations, enlargement and change of existing drains and of natural streams or watercourses, and as to who shall make such alterations, enlargement and change, and by whom the expense thereof shall be paid, and also any complaint or dispute as to the sufficiency of compliance with the provisions of subsection 1 hereof shall be inquired into, heard and determined by the Board of Railway Commissioners for Canada in the same manner as is provided for other matters to be inquired into, heard and determined by the said commissioners under *The Railway Act*, 1903.

Arbitration in case of disagreements.

14. When the Corporation and the owners or occupiers of private property entered upon cannot agree as to the compensation for the lands required for the construction or maintenance of any works authorized under this Act, or for damages to lands injured by the Corporation, the matter shall be settled in the manner provided for obtaining title and fixing compensation under *The Railway Act*, 1903, so far as it is applicable; provided that the Governor in Council may vary or modify the provisions of the said Act in this regard, so far as they apply to the works under this Act, in such manner as experience may prove to be expedient.

"Lands" defined.

2. In sections 11, 14, 15 and 19 of this Act, the expression "lands" means the lands the acquiring, taking or using of which is incident to the exercise of the powers given by this Act.

Urgent repairs to works.

15. In case of any accident requiring immediate repair on the canals the Corporation may enter upon the adjoining land, provided such land is not an orchard or garden, and may dig for, work, get and carry away and use such gravel, stone, earth, clay or other materials, as are necessary for the repair of the accident aforesaid, doing as little damage as possible to such land, and making compensation therefor, and in case of dispute or difference regarding the amount to be so paid the same shall be decided by arbitration as provided in *The Railway Act*, 1903; but before entering upon any land for the purposes aforesaid the Corporation shall, in case the consent of the owner is not obtained thereto, pay into the Supreme Court

Arbitration in case of disputes.

of Judicature for Ontario such sum, with interest thereon for six months, as is fixed, on the ex parte application of the Corporation by a judge of the said court.

Basins for laying up vessels.

16. The Corporation may open, cut and erect such ponds and basins for the laying up and turning of vessels using the canals at such points thereon as it deems expedient, and may also build and erect such dry docks, slips and machinery for the hauling out and repairing of vessels as it thinks proper, or may lease or hire the same.

Dry docks.

Bridges to be constructed.

17. The Corporation shall, at every place where the canals cross any railway, highway, or public road (unless exempted from the provisions of this section, as far as any highway or public road is concerned, by the municipality having jurisdiction over such highway or public road), construct and maintain, to the satisfaction of the Governor in Council, bridges for passage over or passes under the canals or the portage railways so that such railway, highway or public road may be as little impeded as possible, and the Corporation shall not, in making the canals, cut through or interrupt the passage on any highway or public road until it has made a convenient road past its works for the use of the public; and for every day on which it neglects to comply with the requirements of this section, the Corporation shall incur a penalty of one hundred dollars.

Penalty for impeding traffic.

Extent of land which may be expropriated.

18. None of the said waterways shall be less than twenty-two feet deep, except on the miter sills of gates, where they may be twenty-one feet deep, or less than one hundred and twenty-five feet or more than two hundred feet wide at the bottom, and the land, ground or property which may be taken or used without the consent of the proprietors for the canals and works shall be sufficient for but shall not exceed the quantity which shall be required for waterways of such dimensions for the said cuttings and slopes thereof, the said embankments and slopes thereof, the said basins, reservoirs and slack water navigation and the said portage railways and other works and a distance of fifty feet on either side.

Line on adopted plan to be followed.

19. The Corporation may make, carry or place the canals or works into, across and upon the lands of any person in the line shown on the plan adopted, or within a distance of five hundred yards from such line.

Plans to be approved by Governor in Council.

20. Before the Corporation breaks ground or commences the construction of any of the canals or works hereby authorized the plans, locations, dimensions and all necessary particulars of such canals and works shall be submitted to and be approved of by the Governor in Council.

Examination and repairing of apparatus.

21. The Corporation may examine and repair all the apparatus which is used to distribute water, hydraulic power and electricity; and its employees may, when necessary so to do, enter upon private property for such purposes only, doing no avoidable injury.

By-laws.

22. In addition to the general powers to make by-laws under *The Railway Act*, 1903, the Corporation may, subject to the approval of the Governor in Council, make by-laws, rules or regulations for the following purposes, that is to say :—

Speed.

(*a.*) for regulating the speed at which, and the mode by which, vessels using the Corporation's works are to be propelled ;

Hours of arrival and departure of vessels.

(*b.*) for regulating the hours of the arrival and departure of such vessels ;

Loading and draught.

(*c.*) for regulating the loading or unloading of such vessels and the draught thereof ;

Travel.

(*d.*) for regulating the travelling and transportation upon and the using and the working of the canals ;

Use of canal.

(*e.*) for the maintaining, preserving and using the canals and all other works hereby authorized to be constructed, or connected therewith, and for the governing of all persons and vessels passing through the said canals.

Bond issue.

23. The Corporation may issue bonds, debentures, perpetual or terminal debenture stock, or other securities to an amount not exceeding in the whole double the amount of its paid-up capital stock, and may secure the same by mortgage deed as provided by *The Railway Act*, 1903.

Issue of paid-up stock.

24. The directors may issue, as paid-up stock, shares of the capital stock of the Corporation and may allot and hand over the same in payment of and for the services of engineers, promoters and other persons who may be employed by the directors for the purpose of making the surveys, plans and estimates of the works authorized by this Act, and for the purpose of assisting the directors and furthering the undertaking whether such engineers, promoters or other persons be provisional or elected directors or not, and in payment of and for right of way, lands, properties, materials, vessels, contracts, rights, powers, privileges, letters patent, franchises, patent rights, including the said patent and the right in Canada to all improvements thereon to be acquired from the said Henry C. Spalding, and other property which the Corporation may acquire by virtue of this Act at the true and actual price at which the same shall have been *bona fide* purchased, and in payment of and for making, equipping, completing or maintaining the works authorized by this Act, or any of them, and any such issue and allotment of stock shall be binding on the Corporation, and such stock shall not be assessable for calls, nor shall the holders thereof be liable in any way thereon, and the Coporation may pay for any such services, property, or work wholly or partly in paid-up shares, or wholly or partly in bonds or debentures, as the directors deem proper.

Denomination of securities.

25. The securities issued by the Corporation under the provisions of this Act may be in the denomination of dollars, pounds sterling, or francs, or any and all of them, and may be made payable, both as to principal and interest, in Canada, the United States, or Europe, and the coupons attached repre-

senting the interest on such securities may correspond to the denomination of the bond or other security to which they are attached. Where payable.

26. The Corporation may make such arrangements and regulations respecting the conversion and exchange of its bonds and debentures into and for debenture stock, as may be deemed expedient by the respective holders thereof, and the Corporation may, with the consent of the said holders, exchange and reconvert the same. The Corporation may also mortgage or pledge the bonds which it is authorized to issue. Conversion of bonds. Mortgage of bonds.

27. The Corporation may take and collect tolls for all traffic on the canals, and may regulate the tolls to be charged therefor as provided by *The Railway Act*, 1903. Tolls.

2. In all cases where there is a fraction of a mile in the distance which vessels, goods, wares, merchandise or other commodities or passengers are conveyed or transported on the canals, such fraction shall, in ascertaing the rate of charge, be deemed and considered as a whole mile; and in all cases where there is a fraction of a ton in the weight of any such goods, wares, merchandise and other commodities, a proportion of the said rate shall be demanded and taken by the Corporation calculated upon the number of quarters of a ton contained therein; and in all cases where there is a fraction of a quarter of a ton, such fraction shall be deemed and considered as a whole quarter of a ton. Rates of charge.

28. Every owner or master of a vessel navigating the canals shall permit it to be gauged and measured, and every such owner or master who refuses to permit the same shall forfeit and pay the sum of two hundred dollars; and the proper officer of the Corporation may gauge and measure all vessels using the canals, and he may mark the tonnage or measurement on every vessel using the canals. Measurement of vessels.

29. Any Act passed by Parliament, or any order of the Governor in Council, with regard to the exclusive use of the canals by the Government at any time, or the carriage of His Majesty's mails or His Majesty's forces, and other persons or articles, or the rates to be paid for carrying the same, or in any way respecting the use of any electric telegraph or telephone, or any service to be rendered by the Corporation to the Government, shall not be deemed an infringement of the privileges conferred by this Act. Use of canal by Government.

30. The Corporation shall, within six months after any land shall be taken for the use of the canals, divide and separate, and shall keep constantly divided and separated, the land so taken, from the lands and grounds adjoining thereto, with a sufficient post and rail, hedge, ditch, bank or fence sufficient to keep off hogs, sheep and cattle, to be set and made on the lands purchased by, conveyed to, or vested in the Corporation, as aforesaid, and shall, at its own cost and charges, from time to time, maintain, support and keep in sufficient repair the said posts, rails, hedges, ditches, banks and fences so set up or made as aforesaid. Time for division and separation of lands taken limited.

Sunken vessels.

31. If any vessel is sunk or grounded in any part of the canals or in any approach thereto, and if the owner or master thereof neglects or refuses to remove it forthwith, the Corporation may forthwith proceed to have it raised or removed, and may retain possession of it until the charges and expenses necessarily incurred by the Corporation in so raising and removing it are paid and satisfied; and the Corporation may sue for and recover in any court of competent jurisdiction such charges and expenses from the owner or master of such vessel.

Recovery of expenses.

Crown may take over canal.

32. His Majesty may, at any time. assume the possession and property of the canals and works, and the rights, privileges and advantages of the Corporation all of which shall, after such assumption be vested in His Majesty, on giving to the Corporation six months' notice thereof, and on paying to the Corporation the value thereof, to be fixed by three arbitrators or the majority of them, one to be chosen by the Government, another by the Corporation, and a third arbitrator by the two arbitrators; and the arbitrators may, in such valuation, take into account the expenditure of the Corporation, its property, the business of the canals and other works hereby authorized, and their past, present and prospective business, with interest from the time of the investment thereof.

Notice to Corporation.

1903, c. 58.

33. *The Railway Act*, 1903, shall so far as applicable, and when not inconsistent with this Act, and except sections 3 to 50, both inclusive, 56, 57, 58, 117, 138, 140, 177 to 191, both inclusive, 196 to 204, both inclusive, 211 to 232, both inclusive, 237 to 241, both inclusive, 243, 246, 247, 248, 252 to 279, both inclusive, 281 to 296, both inclusive, 299 to 301, both inclusive, and 309, apply to the Corporation and to its canals and works.

"Railway" to mean "canals or other works."

2. Wherever in *The Railway Act*, 1903, the expression "railway" occurs, it shall, unless the context otherwise requires, and in so far as it applies to the provisions of this Act, or to the Corporation, mean the "canals or other works" hereby authorized to be constructed; and in any section of *The Railway Act*, 1903, relating to the collection of tolls, where the expressions "passengers" and "goods" or either of them occur, such expressions shall be held to include any vessel passing through the canals, whether laden or otherwise.

R.S.C., c. 118.

34. *The Companies Clauses Act* shall apply to the Corporation when not inconsistent with this Act or with those provisions of *The Railway Act*, 1903, which are made applicable to the Corporation.

No. 72.

1st Session, 10th Parliament, 4-5 Edward VII.,

BILL.

An Act to incorporate the Canadian Canals Corporation.

First reading, February 23, 1905.

(PRIVATE BILL.)

MR. CALVERT

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 73.] **BILL.** [1905.

An Act to incorporate *La compagnie du chemin de fer Montréal, Québec et du Sud.*

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Paul Galibert, Ucal H. Dandurand, Thomas Gauthier and Edward A. D. Morgan, all of the city of Montreal, in the Province of Quebec, and Jules Allard, of the village of St. François du Lac, in the Province of Quebec, together with such persons as become shareholders in the company, are incorporated under the name of "*La compagnie du chemin de fer Montréal, Québec et du Sud*," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be one hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the city of Montreal, in the Province of Quebec. Head office.

5. The annual meeting of the shareholders shall be held on the first Wednesday in September. Annual meeting.

6. The number of directors shall be five, one or more of whom may be paid directors. Number of directors.

7. The Company may construct and operate a railway of the gauge of four feet eight and one-half inches from the St. Guillaume station of the Montreal and Atlantic Railway, in the county of Yamaska, to the city of Sorel, in the county of Richelieu. Line of railway described.

8. The securities issued by the Company shall not exceed ten thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed, or under contract to be constructed, or acquired, as hereinafter provided, and the Company may further issue its own bonds to an amount not exceeding one hundred thousand dollars for the erection of warehouses and elevators in the city of Sorel, or guarantee to a like extent the bonds of any company erecting such terminal facilities. Issue of securities.

Agreements with other companies.

9. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the South Shore Railway Company, the Montreal-Longueuil Bridge Company, the Quebec Southern Railway Company and the East Richelieu Valley Railway Company, and the Company may also purchase all or any of the railways of the said companies at judicial or other public sale; and in the event of such acquisition by agreement or purchase the railways and works of the companies mentioned in this section may be completed within four years after the passing of this Act, and at the end of the said period the Company's powers of constructing the said railways and works shall cease and determine as to so much thereof as then remains uncompleted.

No. 73.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Montreal, Quebec and Southern Railway Company.

First reading, February 23, 1905.

(PRIVATE BILL.)

MR. GERVAIS.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 74.] **BILL.** [1905.

An Act respecting the Medicine Hat and Northern Alberta Railway Company.

Preamble. 1902, c. 74; 1903, c. 152.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Repeal of sections extending time.

1. Section 11 of chapter 74 of the statutes of 1902, and section 2 of chapter 152 of the statutes of 1903, are repealed.

Time for construction of railway extended.

2. The Medicine Hat and Northern Alberta Railway Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the fifteenth day of May, one thousand nine hundred and five, and may finish the said railway and put it in operation within five years after the said fifteenth day of May, one thousand nine hundred and five; and if the said railway is not so commenced, and such expenditure is not so made, or if the said railway is not finished and put in operation within the said periods respectively, the powers of construction conferred upon the said company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

No. 74.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Medicine Hat and Northern Alberta Railway Company.

First reading, February 24, 1905.

(PRIVATE BILL.)

MR. TALBOT.
(Strathcona.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 75.] **BILL.** [1905.

An Act respecting the Battleford and Lake Lenore Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1902, c. 39.

1. Section 8 of chapter 39 of the statutes of 1902 is repealed, and the following is substituted therefor:— New s. 8.

"**8.** The Company may lay out, construct and operate a railway, of the gauge of four feet eight and one-half inches, from a point at or near Hobbema station on the railway of the Calgary and Edmonton Railway Company, in the District of Alberta, thence in a generally easterly direction to or near the town of Saskatoon, thence by a convenient route to Lake Lenore, thence in a north-easterly direction to a point on the railway of the Canadian Northern Railway Company at or near Crooked River, in the District of Saskatchewan; and also a branch line from a point on the Company's railway in township forty or forty-one in range twenty-four west of the second meridian, in the District of Saskatchewan to a point at or near Yorkton, in the District of Assiniboia." Line of railway described.

2. Section 12 of the said Act is repealed. S. 12 repealed.

3. The Battleford and Lake Lenore Railway Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may finish the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation, within the said periods respectively, the powers of construction conferred upon the said company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Time for construction of railway extended.

No. 75.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Battleford and Lake Lenore Railway Company.

First reading, February 24, 1905.

(PRIVATE BILL.)

MR. LAMONT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 76.] **BILL.** [1905.

An Act respecting the Red Deer Valley Railway and Coal Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1889, c. 52; 1891, c. 76; 1897, c. 60; 1900, c. 77; 1903, c. 181.

1. Notwithstanding anything in the Acts relating to the Red Deer Valley Railway and Coal Company, the said company may commence the construction of its lines of railway within two years after the passing of this Act, and shall complete them within five years after the passing of this Act, otherwise the powers of construction granted to the said company by Parliament shall cease and be null and void with respect to so much of the said railway as then remains uncompleted. Time for construction of railways extended.

No. 76.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Red Deer Valley Railway and Coal Company.

First reading, February 24, 1905.

(PRIVATE BILL.)

MR. CAMPBELL.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 77.] **BILL.** [1905.

An Act respecting the Canadian Agency.

Preamble.

WHEREAS the Canadian Agency has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1903, c. 132.

Section 5 amended.

Amount to be paid in before business commenced.

1. Section 5 of chapter 132 of the statutes of 1903 is amended by striking out the words "twenty-five" in the second line of the English version of the said section, and substituting therefor the word "ten," and by striking out the word "cinquante" in the third line of the French version and substituting therefor the word "dix."

Section 12 amended.

Time for commencement of business.

2. Section 12 of the said Act is amended by striking out the words "one year" in the tenth line thereof and substituting therefor the words "three years."

No. 77.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Canadian Agency.

First reading, February 24, 1905.

(PRIVATE BILL.)

MR. BICKERDIKE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 77.] **BILL.** [1905.

An Act respecting the Canadian Agency.

(*Reprinted as proposed to be amended by the Banking and Commerce Committee.*)

Preamble.

WHEREAS a Petition has been presented praying that chapter 132 of the statutes of 1903, incorporating the Canadian Agency, be re-enacted as hereinafter set forth, and it is expedient to grant the prayer of the said Petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1903, c. 132 re-enacted.

1. Chapter 132 of the statutes of 1903 is hereby re-enacted.

New s. 1.

2. Section 1 of the said Act is repealed and the following is substituted therefor:—

Incorporation.

"**1.** Henry William Raphael, George James Crowdy, Hon. Alfred A. Thibaudeau and Frederick George Raphael, all of the city of Montreal, and Archibald Campbell, of the town of Toronto Junction, together with such persons as become shareholders in the company, are incorporated under the name of "The Canadian Agency," hereinafter called "the Company," and the persons above named shall be the provisional directors of the Company and shall hold office until the first general meeting of the Company."

Corporate name.

Provisional directors.

Section 5 amended.

Amount to be paid in before business commenced.

3. The French version of section 5 of the said Act amended by striking out the word "cinquante" in the third line and substituting therefor the word "vingt-cinq."

Section 12 amended.

Time for commencement of business.

4. Section 12 of the said Act is amended by striking out the words "one year" in the tenth line thereof and substituting therefor the words "three years from the date of the passing of this Act."

No. 77.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act respecting the Canadian Agency.

(*Reprinted as proposed to be amended by the Banking and Commerce Committee.*

MR. BICKERDIKE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 78.] **BILL.** [1905.

An Act respecting the Macleod, Cardston and Montana Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 147.

1. Section 11 of chapter 147 of the statutes of 1903 is repealed. Section 11 repealed.

2. The construction of the railway of the Macleod, Cardston and Montana Railway Company may be commenced, and fifteen per cent on the amount of the capital stock expended thereon, within two years after the passing of this Act, and the railway finished and put in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation within the said respective periods, then the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted. Time for construction extended.

No 78.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Macleod, Cardston and Montana Railway Company.

First reading, February 24, 1905.

(PRIVATE BILL.)

MR. TURRIFF.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 79.] **BILL.** [1905.

An Act respecting the Toronto, Hamilton and Buffalo Railway Company.

WHEREAS the Toronto, Hamilton and Buffalo Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1891, c. 86; 1893, c. 62; 1895, c. 66; 1896 (1st Sess.) c. 39; 1903, c. 197.

1. The Toronto, Hamilton and Buffalo Railway Company may, by by-law, increase the number of its directors. Power to increase number of directors.

No. 79.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Toronto, Hamilton and Buffalo Railway Company.

First reading, February 24, 1905.

(PRIVATE BILL.)

MR. ZIMMERMAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 80.] **BILL.** [1905.

An Act to incorporate the Woodstock and Lake Huron Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. S. G. McKay, John White, E. W. Nesbitt, John A. Bain, A. J. McIntosh, A. Beverly Welford, John Butler and James Scarff, all of the city of Woodstock, in the county of Oxford, D. A. Maxwell, R. W. Dillon and P. S. Armstrong, all of the town of St. Mary's, in the county of Perth, together with such persons as become shareholders in the company, are incorporated under the name of "The Woodstock and Lake Huron Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada. Declaratory.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

4. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

5. The head office of the Company shall be in the city of Woodstock, in the province of Ontario. Head office.

6. The annual meeting of the shareholders shall be held on the first Wednesday in September. Annual meeting.

7. The number of directors shall be seven, one or more of whom may be paid directors. Number of directors.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point in or near the city of Woodstock in the county of Oxford, to a point on Lake Huron between Kettle Point and Kincardine. Line of railway described.

9. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

No. 80.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act to incorporate the Woodstock and Lake Huron Railway Company.

First reading, February 24, 1905.

(PRIVATE BILL.)

MR. CLAKE,
(Essex.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No 81.] **BILL.** [1905.

An Act respecting the Ottawa River Railway Company, and to change its name to "The Central Trunk Railway Company."

WHEREAS the Ottawa River Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 172; 1904, c. 112.

1. The name of the Ottawa River Railway Company, hereinafter called "the Company," is changed to "The Central Trunk Railway Company," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed. Name changed. Existing rights saved.

2. The agreement dated the fourteenth day of January, one thousand nine hundred and five, between the Company and the Ottawa River Railway Company, incorporated by chapter 85 of the statutes of 1904 of the Province of Ontario, and hereinafter called "the Ontario Company," which agreement is set forth in the schedule to this Act, is ratified and confirmed, and declared to be valid and binding on the parties thereto; and upon the passing of this Act the franchises or charter of the Ontario Company, with all its powers, authorities, rights and privileges, and its railway and undertaking, are transferred to and vested in the Company, to the intent that the Ontario Company and its undertaking shall be merged in and form part of the undertaking of the Company. Agreement in schedule confirmed. Ont., 1904, c. 85. Merger of Ontario Company in Dominion Company.

3. Upon the passing of this Act the Company shall, subject to *The Railway Act*, 1903, possess and may exercise and enjoy all the franchises, powers, authorities, rights and privileges of the Ontario Company. Exercise of powers of Ontario Company.

4. The undertaking of the Ontario Company is declared to be a work for the general advantage of Canada. Declaratory.

5. Section 9 of chapter 172 of the statutesof 1903, as amended by section 3 of chapter 112 of the statutes of 1904, is further amended by adding at the end of the said section 3 the words "the Ottawa Valley Railway Company, 1903, c. 172, s. 9 amended.

Agreements with other companies.

the Quebec Southern Railway Company and any company whose railway or part thereof is included in or connects with the railway of the Quebec Southern Railway Company."

Section 9 amended.

6. The said section 9 is further amended by adding thereto the following subsection:—

Power to acquire undertakings of other companies.

"4. The Company may acquire or lease from any one or more of the companies mentioned in subsection 1 hereof the railway and undertaking of each of such companies, in whole or in part, and the rights, powers, privileges and franchises thereof; and each of such companies is hereby authorized to enter into the necessary agreements for such purpose."

Time extended for construction of railways of companies acquired or amalgamated with.

7. If the Company should amalgamate with any of the companies named in the said section 9, or should acquire the railways, undertakings, rights, powers, privileges and franchises thereof, it may complete any uncompleted authorized portion of the railways of such companies within five years after the passing of this Act, and if the said railways are not completed within the said period the powers conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

Purchase of securities of other companies.

8. The Company may purchase the shares or securrities of, and claims of all kinds against, any company with which it is authorized to enter into an agreement, and may pay therefor partly or wholly in bonds and fully paid-up shares of the Company.

Repeal of sections extending time.

9. Section 13 of chapter 172 of the statutes of 1903, and section 4 of chapter 112 of the statutes of 1904, are repealed.

Branch lines authorized.

10. The Company may construct branch lines to Terrebonne and St. Geneviève, Quebec, and to St. Thomas and Radnor Mine, Ontario.

SCHEDULE.

THIS INDENTURE made the fourteenth day of January, 1905, between, the Ottawa River Railway Company, incorporated by an Act of the Legislature of Ontario, hereinafter called the Ottawa River Railway Company (Ontario), of the first part; and the Ottawa River Railway Company, incorporated by an Act of the Parliament of Canada, hereinafter called the Ottawa River Railway Company (Canada), of the second part.

Whereas it has been agreed between the above-named companies that the Ottawa River Railway Company (Ontario) should sell and the Ottawa River Railway Company (Canada) should buy all the assests, rights, credits, effects and property real, personal and mixed of the Ottawa River Railway Company (Ontario) in consideration of certain paid-up shares in the Ottawa River Railway Company (Canada) to be allotted to the shareholders of the Ottawa River Railway Company (Ontario).

Now therefore this indenture witnesseth that in pursuance of the premises, and in consideration of one thousand fully paid up shares in the capital stock of the Ottawa River Railway Company (Canada) which have been allotted and issued to the shareholders of the Ottawa River Railway Company (Ontario) in the proportions set out in the schedule hereto annexed, and in consideration of the convenant by the Ottawa River Railway Company (Canada) hereinafter contained, the Ottawa River Railway Company (Ontario) hereby grant, assign, transfer and set over unto the Ottawa River Railway Company (Canada) their successors and assigns for ever, all the assets, rights, credits, effects and property, real, personal and mixed of whatever kind and wheresoever situated belonging to the Ottawa River Railway Company (Ontario) or to which they are, or may be, or may become entitled. To have and to hold unto the Ottawa River Railway Company (Canada) their successors and assigns, to and for their sole and only use for ever.

And the Ottawa River Railway Company (Ontario) covenant with the Ottawa River Railway Company (Canada) to excute and deliver at the expense of the Ottawa River Railway Company (Canada) all such further and other separate and formal assurances, assignments, transfers and conveyances for registration purposes, or otherwise as may be required to vest in the Ottawa River Railway Company (Canada) their successors and assigns, the full legal, equitable and beneficial title and interest to and in the said assets, rights, credits, effects and property and each and every part thereof.

And in consideration of the foregoing, the Ottawa River Railway Company (Canada) covenant with the Ottawa River Railway Company (Ontario) their successors and assigns, that they shall and will pay, discharge, carry out and perform all debts, liabilities, obligations, contracts and duties for or in respects of which the Ottawa River Railway Company (Ontario) are now liable, or which they should pay, discharge, carry out or perform, and the Ottawa River Railway Company (Canada) shall and will indemnify and save harmless the Ottawa River Railway Company (Ontario) in respect thereof.

This indenture is entered into and executed by the parties hereto subject to the ratification thereof by Parliament.

In witness whereof the parties hereto have hereunto affixed their respective corporate seals attested by the proper officers respectively in that behalf, the day and year first written.
(In duplicate)

THE OTTAWA RIVER RAILWAY COMPANY
(CANADA.)

[Seal.]

EDGAR MCMULLEN,
President.
CLAUD WILKINSON,
Secretary-Treasurer.

THE OTTAWA RIVER RAILWAY COMPANY
(ONTARIO.)

[Seal.]

W. OWENS,
President.

Attest:

W. D. HOGG,
Secretary-Treasurer.

SCHEDULE TO INDENTURE.

Name.	Number of shares.	Amount.	Amount paid thereon.
Edgar McMullen	Two hundred.	$20,000	$20,000
J. Douglas Wells	Two hundred.	20,000	20,000
William Owens	Four hundred.	40,000	40,000
Henry W. Raphael	One hundred.	10,000	10,000
William Drummond Hogg	One hundred.	10,000	10,000

No. 81.

1st Session, 10th Parliament, 4-5 Edward VII.,

BILL.

An Act respecting the Ottawa R
Railway Company, and to chang
name to "The Central Trunk Rai
Company."

First reading, February 24, 190

(PRIVATE BILL.)

MR. PRO

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majest
1905

No. 81.] **BILL.** [1905.

An Act respecting the Ottawa River Railway Company, and to change its name to "The Central Trunk Railway Company."

(Reprinted as amended by the Sub-Committee to which it was referred.)

WHEREAS the Ottawa River Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 172; 1904, c. 112.

1. The name of the Ottawa River Railway Company, hereinafter called "the Company," is changed to "The Central Railway Company of Canada," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed. Name changed. Existing rights saved.

2. Section 1 of chapter 112 of the statutes of 1904 is amended by adding after the word "Ottawa," in the third line, the following words: "and thence to some point on the Georgian Bay, at or near Midland, passing through the counties of Russell, Carleton, Lanark, Frontenac, Lennox and Addington, Renfrew, Hastings and Haliburton, the districts of Muskoka and Parry Sound, and the county of Simcoe." 1904, c. 112, s. 2, amended. Line of railway.

3. Section 9 of chapter 172 of the statutes of 1903, as amended by section 3 of chapter 112 of the statutes of 1904, is further amended by adding at the end of the said section 3 the words "the Ottawa Valley Railway Company, the Ottawa River Railway Company, and the Quebec Southern Railway Company." 1903, c. 172, s. 9 amended. Agreements with other companies.

4. The said section 9 is further amended by adding thereto the following subsection:— Section 9 amended.

"4. The Company may acquire or lease from any one or more of the companies mentioned in subsection 1 hereof the railway and undertaking of each of such companies, in whole or in part, and the rights, powers, privileges and franchises thereof; and each of such companies is hereby authorized to enter into the necessary agreements for such purpose." Power to acquire undertakings of other companies.

Time extended for construction of railways of companies acquired or amalgamated with.

5. If the Company should amalgamate with any of the companies named in the said section 9, or should acquire the railways, undertakings, rights, powers, privileges and franchises thereof, it may complete any uncompleted authorized portion of the railways of such companies within five years after the passing of this Act, and if the said railways are not completed within the said period the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

Purchase of securities of other companies.

6. The Company may purchase the shares or securities of, and claims of all kinds against, any company with which it is authorized to enter into an agreement, and may pay therefor partly or wholly in bonds and fully paid-up shares of the Company.

Repeal of sections extending time.

7. Section 13 of chapter 172 of the statutes of 1903, and sections 4 and 5 of chapter 112 of the statutes of 1904, are repealed.

Deposit of security.

8. The Company shall deposit with the Government, within six months from the passing of this Act, the sum of twenty-five thousand dollars as a guarantee for the commencement of the construction of the line, otherwise this charter shall become null and void; and the said sum shall be repaid to the Company as the work progresses.

Branches.

9. The Company may construct a branch line from St. Eustache to Terrebonne, in the county of Terrebonne, and another branch line from a point on its main line on the Island of Montreal to Ste. Geneviève, in the county of Jacques-Cartier.

Time for construction of railway extended.

10. The construction of the railway of the Ottawa River Railway Company may be commenced, and fifteen per cent on the amount of the capital stock expended thereon, within two years after the passing of this Act, and the railway finished and put in operation within five years after the passing of this Act; and if the railway is not so commenced and such expenditure is not so made, or if the railway is not finished and put in operation, within the said respective periods, the powers granted to the said Company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

No. 81.

1st Session, 10th Parliament, 4-5 Edward VII.,

BILL.

An Act respecting the Ottawa River Railway Company, and to change its name to "The Central Trunk Railway Company."

(Reprinted as amended by the Sub-Committee to which it was referred.)

(PRIVATE BILL.)

MR. PIC

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 82.] **BILL.** [1905.

An Act to incorporate the Dominion Annuity Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Andrew Strang, Robert Muir, J. D. McArthur, George D. Wood, Kenneth Mackenzie, James Tees, James Y. Griffin, John McKecknie, H. E. Sharpe, George J. Lovell, William Frederick Hull, together with such persons as become shareholders in the company, are incorporated under the name of "Dominion Annuity Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act shall be provisional directors of the Company, a majority of whom shall be a quorum, and they may forthwith open stock books, procure subscriptions of stock for the undertaking, make calls on stock subscribed, receive payments thereon, deposit in any chartered bank in Canada all moneys received by them on account of stock subscribed or otherwise received by them on account of the Company, and withdraw such moneys for the purposes only of the Company, and may do generally what is necessary to organize the Company. Provisional directors. Powers.

3. The capital stock of the Company shall be one million dollars, divided into shares of one hundred dollars each. Capital stock.

2. The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors appoint; no instalment shall exceed ten per cent, and not less than thirty days' notice thereof shall be given. Payment of calls.

4. The head office of the Company shall be in the city of Winnipeg, in the Province of Maninoba, but branches, subboards or agencies may be established, either within Canada or elsewhere, in such manner as the directors from time to time appoint. Head office. Branch offices.

5. So soon as two hundred and fifty thousand dollars of the capital stock of the Company has been subscribed, and ten per cent of that amount paid into some chartered bank in Canada, the provisional directors shall call a meeting of the shareholders of the Company at some place to be named in the city of Winnipeg, in the Province of Manitoba, at which meeting First meeting of Company.

Election of directors.

the shareholders present or represented by proxy, who have paid not less than ten per cent on the amount of shares subscribed for by them, shall elect a board of not less than seven nor more than twenty directors, a majority of whom shall be a quorum.

Qualification of directors.

2. No person shall be a director unless he holds in his own name and for his own use at least twenty shares of the capital stock of the Company, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Annual meeting.

6. A general meeting of the Company shall be called once in each year after the organization of the Company and commencement of business at its head office, and at such meeting a statement of the affairs of the Company shall be submitted.

Business of Company.

7. The Company may, throughout Canada and elsewhere, effect contracts of annuities and pensions on lives, may grant, sell or purchase annuities, and generally carry on the business of annuity and pension insurance in all its branches.

When insurance business may be commenced.

2. The Company shall not commence the business of annuity and pension insurance until sixty thousand dollars of capital stock have been paid in cash into the funds of the Company, to be appropriated only for the purposes of the Company under this Act.

Investment of funds.

8. The Company may invest its funds in the manner provided for in section 50 of *The Insurance Act.*

Power to hold real estate.

9. The Company may acquire, hold, alienate, convey and mortgage any real estate required in part or wholly for the use and accommodation of the Company, but the annual value thereof in any province of Canada shall not exceed five thousand dollars, except in the Province of Manitoba where it shall not exceed ten thousand dollars.

R.S.C., c. 124.

10. *The Insurance Act* shall apply to the Company.

R.S.C., c. 118.

11. Notwithstanding anything contained therein, *The Companies Clauses Act*, except sections 18 and 39 thereof, shall apply to the Company.

No. 82.

1st Session, 10th Parliament, 4-5 Edward VII

BILL.

An Act to incorporate the Dom Annuity Company.

First reading, February 27, 190

(PRIVATE BILL.)

MR. B

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majes
1905

No. 83.] **BILL.** [1905.

An Act respecting the Alberta Railway and Irrigation Company.

Preamble.

WHEREAS the Alberta Railway and Irrigation Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1904, c. 43.

Agreement with Western Alberta Ry. Co.

1. Subject to the provisions of sections 281 to 283, both inclusive, of *The Railway Act*, 1903, the Alberta Railway and Irrigation Company may enter into an agreement with the Western Alberta Railway Company for purchasing from that company its railway and undertaking, in whole or in part, and also its rights, franchises, powers, privileges, assets and properties, real and personal, or for an amalgamation with the said company under the name of the Alberta Railway and Irrigation Company.

No. 83.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Alberta Railway and Irrigation Company.

First reading, February 28, 1905.

(PRIVATE BILL.)

MR. TURRIFF.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 84.] **BILL.** [1905.

An Act respecting the Huron and Erie Loan and Savings Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1896 (1st Sess.) c. 49; 1899, c. 115.

1. Section 1 of chapter 115 of the statutes of 1899 is repealed, and the following is enacted as section 2 of chapter 49 of the statutes of 1896 (First Session):— 1899, c. 115, s. 1 repealed. 1896 (1st Sess.) c. 49.

"**2.** The aggregate amount of the said company's liabilities to the public outstanding from time to time shall not exceed the amount of its subscribed, fixed and permanent capital stock added to thrice the amount paid thereon, nor shall such liabilities exceed four times the amount paid upon the said company's capital stock and its then actual reserve fund, but the amount of cash on hand or deposited in chartered banks and belonging to the said company shall be deducted from such total liabilities for the purposes of this section. New s. 2. Amount of liabilities limited.

"2. The amount held on deposit by the said company shall not at any time exceed the aggregate amount of its subscribed, fixed and permanent capital and of its cash actually on hand or deposited in chartered banks and belonging to the said company, nor shall it exceed the aggregate amount paid upon such capital stock, the then actual reserve fund of the said company and its cash on hand or in banks as aforesaid. Amount held on deposit limited.

"3. The extent to which the borrowing power conferred by this section is exercised by the said company in any year shall bear no greater proportion to the whole borrowing power of the said company than the amount of the debentures paid off or renewed during such year bears to the whole present debenture debt." Extent of borrow ng power.

No. 84.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Huron and Erie Loan and Savings Company.

First reading, February 28, 1905.

(PRIVATE BILL.)

MR. CALVERT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 85.] **BILL.** [1905.

An Act respecting the Bay of Quinté Railway Company.

Preamble.

1881, c. 46; 1896 (1st Sess.) c. 15; 1900, c. 51; 1902, c. 40.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Branch line authorized.

1. The Bay of Quinté Railway Company may construct and operate a branch line of its railway from a point at or near the village of Bridgewater, in the township of Elzevir, in the county of Hastings, a distance of fifteen miles more or less, in a north-easterly direction, to a point at or near the actinolite mines, in the township of Kaladar, in the county of Addington.

Time for construction limited.

2. The said branch line shall be commenced within two years after the passing of this Act, and if not so commenced the power to construct it shall cease and be null and void.

Time for construction of railway extended.

2. The railway of the said company shall be finished and put in operation within five years after the passing of this Act, otherwise the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

Repeal of sections extending time for construction.

3. Section 7 of chapter 15 of the statutes of 1896 (First Session), section 4 of chapter 50 of the statutes of 1900, and section 5 of chapter 40 of the statutes of 1902, are repealed.

No. 85.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Bay of Quinté Railway Company.

First reading, February 28, 1905.

(PRIVATE BILL.)

Mr. Harty.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 86.] **BILL.** [1905.

An Act respecting the Ontario and Minnesota Power Company (Limited).

Preamble.

WHEREAS the Ontario and Minnesota Power Company, Limited, has by its petition represented that it was incorporated by letters patent under the great seal of the Province of Ontario dated the thirteenth day of January, one thousand nine hundred and five, under "The Ontario Companies Act," being chapter 191 of the Revised Statutes of Ontario, 1897; and whereas the said company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

R.S.C., c. 191.

Declaratory.

1. The works of the Ontario and Minnesota Power Company (Limited), hereinafter called "the Company," are declared to be for the general advantage of Canada.

Capital stock.

2. The capital stock of the Company shall be three million dollars, divided into shares of one hundred dollars each.

Head office.

3. The head office of the Company shall be at the city of Toronto.

Provisional directors.

4. The provisional directors of the Company shall be Edward Wellington Backus, of the city of Minneapolis, in the State of Minnesota, one of the United States, Robert Alexander Grant and Alexander McKenzie, of the city of Toronto, and William Johnston and Thomas Bremner Rankin, of the city of Ottawa, in the Province of Ontario.

Power to develop water power on Rainy River.

5. The Company may construct, develop, acquire, own, use and operate the water power on the Rainy River at or near the town of Fort Francis, in the district of Rainy River, in the Province of Ontario, and construct, develop, operate and maintain works, canals, raceways, water-courses, dams, piers, booms, dykes, sluices, conduits and buildings, in connection with the said powers: Provided that no work authorized by this section shall be commenced until the plans thereof have first been submitted to and approved of by the Governor in Council.

Approval of plans.

General powers.

Water and other powers.

6. The Company may—

(*a*.) acquire by lease, purchase orotherwise and maintain, utilize and developwater-powers and other powers for the pro-

duction of electricity and of electric, pneumatic, hydraulic and other power or force for any purpose for which electricity or power can be used;

Electric works.

(*b.*) construct or acquire by lease, purchase or otherwise and maintain and operate works and appliances for the production of electricity and of electric, pneumatic, hydraulic or other power or force, and lines of wire, poles, tunnels, conduits, conductors, motors, devices, works and appliances for the sale, distribution, delivery and transmission under or above ground of electricity and electric, pneumatic, hydraulic or other power or force, and therewith convey, conduct, furnish or receive such electricity, current, power or force to or from any place through, over or under any lands or waters;

Electricity and power.

(*c.*) acquire by lease, purchase or otherwise electricity, electric, pneumatic, hydraulic or other current, power or force, and store, use, supply, furnish, distribute, sell, lease or otherwise dispose thereof, as well as electricity, current, power or force produced by the Company;

Telegraphs and telephones.

(*d.*) construct or acquire by lease, purchase or otherwise and operate in connection with the works, lines and business of the Company and for the purposes thereof, lines of telegraph or telephone or other works and means of communication;

Pulp and paper.

(*e.*) carry on the business of manufacturing pulp wood, pulp and paper, and other businesses incident thereto, and also the business of general merchants and manufacturers;

Warehouses, Manufactures, Mills.

(*f.*) erect, acquire and operate, saw mills, factories, elevators, flour mills, woollen mills and pulp and paper mills, and buy, deal in and dispose of the products of the said mills and factories, and acquire materials of all kinds for the manufacture of such products;

Aid to companies using power.

(*g.*) aid by way of bonus, loan, guarantee or otherwise any industry or enterprise using or agreeing to use power supplied by the Company or supplying or agreeing to supply power to the Company, and acquire stock, securities or obligations of any corporation carrying on or having power to carry on any such industry or enterprise, and act as agent or manager of any such industry, enterprise or corporation;

Agreements with other power companies.

(*h.*) make agreements with any power company having powers similar to those of the Company, for the purchase of the rights, powers, franchises, assets, property, business and undertakings of such other company, and for the assumption and payment by the Company of the whole or parts of the contracts, obligations and liabilities of such other company; provided that such agreement shall not be entered into unless

Approval of shareholders.

it has been first approved of by the votes of two-thirds of the shareholders of the Company present or represented by proxy at a special general meeting of the Company called for considering such agreement, and provided that the rights of creditors of such other company and of all persons having any claims or demands against such company, or any lien, charge, or security upon any of its properties or assets shall not be prejudiced by the said agreement;

Issue of paid-up stock.

(*i.*) issue as paid up and non-assessable stock shares in the Company as consideration for any such purchase, or in payment of any contract, franchise, property, undertaking, privilege, right or power which may be assigned or transferred to it or which it may acquire, or to be engineers or contractors,

or for rights of way, material, plant, buildings or lands or the construction or equipment of the works or any part thereof, or for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares or other securities of the Company, or in or about the promotion of the Company or the conduct of its business;

Power to acquire rights and property under a certain agreement.

(*j.*) acquire and hold all the rights, powers, privileges, franchises, benefits, water powers, contracts or other property under a certain agreement dated the ninth day of January, one thousand nine hundred and five, between His Majesty the King, represented by the Honourable the Commissioner of Crown Lands for the Province of Ontario, of the one part, and the said Edward Wellington Backus and his associates of the other part, and may assume the obligations, liabilities, conditions and undertaking by the said agreement assumed by the said Edward Wellington Backus.

Amalgamation with companies having similar powers.

7. The directors may enter into an agreement for amalgamation and for the consolidation of the capital stock, franchises and powers of the Company with any other company having like objects and powers and incorporated under the laws of the State of Minnesota, or under the laws of the United States, on such terms and conditions, in such manner, under such name, with such capital and with such powers, not inconsistent with the laws of Canada, and with such board of directors as shall be provided in the agreement for such amalgamation: Provided however that no such agreement shall be valid or binding unless and until it has been submitted to and approved of by two-thirds in value of the shareholders of the Company present or represented by proxy at a special general meeting called for the purpose of considering such agreement, and of which meeting, and the purpose for which it is called, one month's notice shall be given in *The Canada Gazette* and in one newspaper published in the city of Toronto, and in one newspaper published in the city of Minneapolis, in the State of Minnesota, in the United States.

Approval of shareholders.

How amalgamation to be completed.

8. Upon the said agreement being so approved of, a copy thereof under the seals of the companies, parties thereto, shall be deposited in the office of the Secretary of State for Canada, and a copy so sealed shall be deposited in the office of the Secretary of State for the State of Minnesota, and notice of the said deposit shall be given by the secretary of the Company in *The Canada Gazette*, and the amalgamation shall thereupon become complete and the amalgamated companies shall have, possess and enjoy all the powers, rights and franchises which, before the said amalgamation, were held, possessed and enjoyed by each of the said companies, including the powers herein granted.

Borrowing powers.

9. If authorized by a by-law sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering such by-law, the directors may, from time to time,

(*a.*) borrow money on the credit of the Company;

(*b.*) limit or increase the amount to be borrowed;

(*c.*) issue bonds, debentures or other securities of the Company, and pledge or sell them for such sums as are deemed expedient, but no such bonds, debentures or other securities shall be for a less sum than one hundred dollars each.

Expropriation of lands.

10. Lands actually required for the construction, maintenance or operation of the works mentioned in section 2 hereof may be taken and acquired as soon as the plans of such works and lands have been approved of by the Governor in Council, and all the provisions of *The Railway Act*, 1903, which are applicable to the taking and using of lands shall, so far as they are applicable thereto, apply as if such provisions were included in this Act, and all the provisions of *The Railway Act*, 1903, which are applicable shall, in like manner, apply to the valuation and payment of the compensation for, or damages to, lands arising out of such acquisition, or the construction, maintenance or operation of the works and undertaking of the Company or the exercise of any of the powers of the Company.

Time for construction of works limited.

11. If the construction of the works hereby authorized are not commenced within two years and completed within six years after the date when the said plans are approved of by the Governor in Council and the proper authorities of the State of Minnesota or of the United States, then all the powers conferred upon the Company by this Act shall cease and determine.

1903, c. 58, s. 195.

12. Section 195 of *The Railway Act*, 1903, shall apply to the works and undertaking of the Company.

R.S.C., c. 118.

13. Sections 18, 39 and 41 of *The Companies Clauses Act* shall not apply to the Company.

No. 86.

1st Session, 10th Parliament, 4-5 Edward VII, 1905

BILL.

An Act respecting the Ontario Minnesota Power Company, Limited

First reading, March 2, 1905.

(PRIVATE BILL.)

MR. CAMPBELL.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 87.] **BILL.** [1905.

An Act to incorporate the International Terminal and Bridge Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Edward Wellington Backus, of the city of Minneapolis, in the State of Minnesota, John P. Stanton, of the city of Hamilton, Robert Alexander Grant and Alexander McKenzie, of the city of Toronto, and William Johnson, of the city of Ottawa, together with such persons as become shareholders in the company, are incorporated under the name of "The International Terminal and Bridge Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act shall be the first or provisional directors of the Company, of whom three shall be a quorum, and they shall have all the powers which are conferred upon directors by *The Companies Act*, 1902, and by this Act. Provisional directors.

3. The capital stock of the Company shall be one hundred thousand dollars, divided into shares of one hundred dollars each, and may be called up by the directors from time to time, but no one call shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be at the city of Toronto, in the Province of Ontario, or at such other place as the directors determine by by-law. Head office.

5. As soon as twenty-five per cent of the capital stock has been subscribed, and ten per cent of that amount has been paid into some chartered bank in Canada, the provisional directors shall call a meeting of the shareholders at the head office of the Company, at which meeting the shareholders present or represented by proxy, shall elect a board of five directors. First general meeting. Election of directors.

2. Notice of such meeting may be given by mailing it, postage prepaid, to each shareholder at his post office address shown in the books of the Company, at least ten days previous to the date of such meeting, and like notice may be given for all general meetings of the Company. Notice of meetings.

Annual meeting.

6. The annual meeting of the Company shall be held on the second Tuesday in January in each year, and at each such meeting five persons shall be elected directors of the Company, one or more of whom may be paid directors.

Powers of Company.

Bridge.

7. The Company may—

(*a.*) construct, maintain and operate a bridge, with the necessary or proper approaches and terminal facilities, over the Rainy River from a point in or near the town of Fort Francis, in the Province of Ontario, to a point in or near the town of International Falls, in the State of Minnesota, and may construct and arrange the bridge for the passage of pedestrians, cars andvehicles propelled or drawn by any power, and for general traffic purposes, and may lay tracks on the bridge and on its terminal property in or near the said towns for the passage of railway and other cars, and may charge tolls for the passage of cars, vehicles, pedestrians and general traffic over the bridge, approaches and terminal property, or for the use thereof;

Tolls.

Vessels.

(*b.*) construct, acquire and navigate steam and other vessels for the conveyance of passengers, goods and merchandise between the ports of Canada, and to and from any port of Canada and any port of any other country ; and may carry on the business of common carriers of passengers and goods, and of forwarders, wharfingers and warehousemen ; and may sell and dispose of the said vessels ;

Carriers.

Lands, buildings, etc.

(*c*) purchase, rent, erect and hold, so far as is necessary for any of the purposes aforesaid, lands, wharfs, piers, docks, warehouses, offices, elevators and other terminal facilities or buildings, to an amount not exceeding five hundred thousand dollars, and may sell, lease, or dispose thereof.

When bridge may be commenced.

8. The Company shall not commence the said bridge or any work thereunto appertaining until the plans thereof and of the proposed site of the bridge, have been submitted to and approved of by the Governor in Council, and such conditions as he thinks fit to impose touching the said bridge and works are complied with, nor shall any such plans be altered, nor any deviation therefrom allowed, except upon the permission of the Governor in Council, and upon such conditions as he imposes.

Tolls to be approved.

9. The directors may fix and regulate the tolls to be charged ; provided that such tolls shall be equal to all persons and companies using the said bridge, its machinery, approaches, terminals and appurtenances, and the tolls from time to time charged by the Company shall first be approved of by the Board of Railway Commissioners for Canada, but so long as all companies and persons are charged equal rates and are given equal terms and facilities, the directors may, if they think proper, charge less than the said rates.

Agreement with United States company respecting bridge.

10. The Company may unite with any other company incorporated under the laws of the State of Minnesota, or of the United States, in building, working, managing, maintaining and using the said bridge, terminals and approaches, and may make agreements with such company respecting the construction,

maintenance and management and use of the said bridge and its appurtenances, and may make agreements with any other company for conveying or leasing the said bridge to such company, in whole or in part, or any rights or powers acquired by it, as also the franchises, surveys, plans, works, plant, machinery and other property to it belonging, or for an amalgamation with such company, on such terms and conditions as are agreed upon, and subject to such restrictions as to the directors seem fit: Provided that such agreement has been first approved by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering it, at which meeting shareholders representing at least two-thirds in value of the stock are present or represented by proxy, and that such agreement has also received the sanction of the Governor in Council.

Issue of securities.

11. The directors may, in the manner prescribed by sections 111 and 112 of *The Railway Act*, 1903, issue, sell or pledge and secure bonds, debentures and other securities to an amount not exceeding two hundred and fifty thousand dollars. The mortgage deed securing such bonds shall be deposited in the office of the Secretary of State for Canada, of which deposit notice shall be given in *The Canada Gazette*, and no other registration or filing of such mortgage shall be required, and should the Company unite with another company in constructing the bridge and works, as authorized by section 10 hereof, the Company may join with such other company in issuing, selling, pledging and securing bonds, debentures and other securities; provided that the total thereof jointly issued shall not exceed five hundred thousand dollars.

Mortgage securing bonds.

Issue of paid-up stock.

12. The directors may issue as paid up stock, shares in the Company as consideration for or in payment for any contract, franchise, property, undertaking, privilege, right or power which may be assigned or transferred to it, or which it may acquire, or to engineers or contractors, or for rights of way, material, plant, buildings or lands for the construction or equipment of the Company's works, or for placing or guaranteeing the placing of any of the shares or securities of the Company, and such issue and allotment of the stock shall be binding on the Company, and such stock shall not be assessable for calls, or the Company may therefor wholly or partly in paid up shares, or wholly or partly in debentures, as agreed upon, provided that the powers hereby granted shall not be exercised unless or until the directors have been first authorized by a by-law to that effect passed by them and duly approved by the votes of shareholders representing at least two-thirds in value of all the subscribed stock of the Company at a special general meeting of the Company duly called for considering such by-law.

Joint commission for managing bridge.

13. In case the State of Minnesota or the United States shall, at any time after the final completion of the bridge, provide for the appointment of a commission for regulating the working of the said bridge, the use thereof, and the compensation to be made therefor and for settling any dispute in respect thereof, the Governor in Council may join in the ap-

pointment of the said commission on such terms as he thinks proper, and appoint one or more persons as members of the said commission; and in the event of any such appointment the said commissioners shall have the power hereby conferred on the Governor in Council; and the decisions of the said commissioners shall be final and conclusive to the extent to which they are final and conclusive by virtue of the provisions which may be made by the State of Minnesota or the United States.

Time for construction of bridge limited.

14. If the construction of the said bridge is not commenced within two years and completed within six years after the date when the said plans are approved by the Governor in Council and the proper authorities of the State of Minnesota or of the United States, then all rights conferred by this Act shall cease and determine, but the said construction shall not be commenced until the proper authorities of the State of Minnesota or of the United States have authorized the construction and maintenance of that part of the said bridge which shall occupy that portion of the said Rainy River which is under the jurisdiction of the United States.

Agreement with another company.

15. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the International Terminal and Bridge Company, a company incorporated under the laws of the United States or of the State of Minnesota.

"Bridge" defined.

16. Wherever in this Act the expression "the said bridge" occurs, it shall mean the bridge, approaches, lands and works hereby authorized.

R.S.C., c. 118.

18. Sections 18, 39 and 41 of *The Companies Clauses Act* shall not apply to the Company.

1903, c. 58.

17. Sections 51 to 195 inclusive of *The Railway Act*, 1903, shall, so far as applicable and except as they are extended, limited or qualified hereby, apply to the works and undertaking of the Company, and wherever in the said sections the word "railway" occurs it shall, for the purposes of the Company and unless the context otherwise requires, mean the said bridge.

No. 87.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the International Terminal and Bridge Company.

First reading, March 2, 1905.

(PRIVATE BILL.)

Mr. JOHNSTON, (Lambton)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 88.] **BILL.** [1905.

An Act to incorporate the Athabaska Northern Railway Company.

Preamble.

WHEREAS a petitition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Frederick H. Markey, of the city of Montreal, in the Province of Quebec, John K. McKenzie of the town of Selkirk, in the Province of Manitoba, Oscar E. Fleming of the city of Windsor and Martin Burton of the town of Barrie, both in the Province of Ontario, and Herbert E. Smith of the said city of Montreal, together with such persons as become shareholders in the company, are incorporated under the name of "Athabaska Northern Railway Company," hereinafter called "the Company."

Corporate name.

Declaratory.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada.

Provisional directors.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company.

Capital stock.

4. The capital stock of the Company shall be two million dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office

5. The head office of the Company shall be at the city of Montreal, in the Province of Quebec.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the first Wednesday in February.

Number of directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Line of railway described.

8. The Company may construct and operate a railway of the gauge of four feet eight and one-half inches from a point at or near the town of Edmonton in the North-West Territories, thence northerly to a point at or near Athabaska Landing on the Athabaska River.

Powers of Company.

9. The Company may, in connection with its railway and for the purposes of its business,—

Vessels.

(*a.*) construct, acquire and navigate vessels upon and across any lakes and rivers connecting with or adjacent to the pro-

Transportation.

posed line of railway; and may carry on generally the business of transportation in connection with the said railway and vessels;

Buildings.

(*b.*) construct, acquire, lease and sell elevators, warehouses, hotels, tramways and other works for the transportation of

Tramways.

passengers, express or freight upon and across its railway or tramways, and the said rivers, lakes and streams.

Expropriation of lands.

2. If the Company requires land for wharfs, docks, elevators, tramways, warehouses or other works authorized by this Act, and cannot agree with the owner of such land for the purchase thereof, the provisions of section 139 of *The Railway Act*, 1903, shall apply to the subject-matter of this section and to the obtaining of such lands and determining the compensation therefor.

Powers of Company.

10. The Company may, for the purposes of its business,—

Water powers.

(*a.*) acquire and utilize water-powers, and dispose of surplus

Electricity.

power either directly or by converting it into electricity;

Electric plant.

(*b.*) acquire lands, and erect, use and manage works and manufacture machinery and plant for the generation, transmission and distribution of electric power and energy;

Power houses.

(*c.*) build and maintain power-houses and stations for the development of electric force and energy;

Patent rights.

(*d.*) acquire rights in letters patent, franchises and patent rights for the purposes of the undertaking of the Company, and again dispose thereof.

Telegraphs and telephones.

11. The Company may, in the North-West Territories, construct, acquire and operate telegraph and telephone lines upon its railway, and for the purpose of operating such lines or exchanging and transmitting such messages may enter into contracts with any companies having telegraph or telephone powers, and may connect its own line with the lines of, or may lease its own lines to, any such companies.

Rates and charges.

2. The Company may transmit messages for the public, and collect rates or charges therefor, but no rate or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time.

R.S.C., c. 132.

3. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company.

Aid to Company.

12. The Company may receive, in aid of the construction, maintainance and accommodation of its railway and of any vessels or tramways in connection therewith, or otherwise, any voluntary grants and donations of lands or other property, or any bonus, loan, debenture or other benefit of any sort, and may alienate, sell or dispose thereof when no longer required for the purposes of the Company.

Issue of securities.

13. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

No. 88.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Athabaska Northern Railway Company.

First reading, March 2, 1905.

(PRIVATE BILL.)

MR. TURRIFF.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 89.] **BILL.** [1905.

An Act respecting Monterey Electric and Gas Company, Limited, and to change its name to "Monterey Railway, Light and Power Company."

WHEREAS Monterey Electric and Gas Company, Limited, has, by its petition, represented that it is incorporated under the provisions of *The Companies Act*, 1902, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1902, c. 15.

1. The name of Monterey Electric and Gas Company, Limited, hereinafter called "the Company," is changed to "Monterey Railway, Light and Power Company," but such change of name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed. Name changed. Existing rights not affected.

2. Subject to the laws in force in the Republic of Mexico, and with such legislative, governmental, municipal or other authority, concession, license or consent as is necessary, the Company may, within the Republic of Mexico, survey, lay out, construct, complete, maintain and operate, and from time to time extend, remove and change as required, double or single, iron or steel railways and branches, side tracks, turn outs and tramways for the passage of cars, carriages and other vehicles adapted thereto, upon and along streets, highways and other public places, and upon and along lands purchased, leased or otherwise acquired by the Company, also telegraph and telephone lines and works in connection therewith, and allow the use of the said railways and other works by lease, license or otherwise for reward, and take, transmit and carry for reward telegrams, messages, passengers and freight, including mails, express and other freight upon or by means thereof, by force or power of animals, or by steam, pneumatic, electric or mechanical power, or by a combination of them or any of them, and also may there acquire by purchase, lease or otherwise. upon such terms and conditions as are agreed upon, and maintain and operate for reward any existing or future lines of railway, tramway, telegraph and telephone; and for all or any of the purposes aforesaid the Company may enter into and carry out such contracts, concessions and agreements as it thinks necessary. Powers of Company in Republic of Mexico. Railways. Tramways. Telegraphs. Telephones. Carriers. Acquisition of properties of other companies.

No. 89.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting Monterey Electric and Gas Company, Limited, and to change its name to "Monterey Railway, Light and Power Company."

First reading, March 3, 1905.

(PRIVATE BILL.)

MR. MACDONELL.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 90.] **BILL.** [1905.

An Act respecting the Esquimalt and Nanaimo Railway Company.

Preamble.

1884, c. 6; 1886, c. 15; 1888, c. 89.

WHEREAS the Esquimalt and Nanaimo Railway Company and the Canadian Pacific Railway Company have, by their petitions, represented that the said Esquimalt and Nanaimo Railway Company and the said Canadian Pacific Railway Company have entered into the agreement set forth in the schedule to this Act, and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petitions: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

"Railway" defined.

1. The expression "railway" in this Act shall have the meaning given to that expression in the interpretation clause of *The Railway Act*, 1903.

Declaratory.

2. The railway of the Esquimalt and Nanaimo Railway Company is declared to be a work for the general advantage of Canada.

Amalgamation agreement in schedule confirmed.

3. The Esquimalt and Nanaimo Railway Company may amalgamate its railway with the railways of the Canadian Pacific Railway Company by means of the agreement set out in the schedule to this Act, which said agreement is hereby ratified and confirmed and declared to be valid and binding upon the parties thereto according to the terms thereof as fully and effectually as if the said terms were embodied in this Act.

When railway to become vested.

4. Upon payment of the purchase money mentioned in the said agreement, the said railway and the franchises necessary for the operation and working thereof, and all the right, title and interest of the Esquimalt and Nanaimo Railway Company therein and thereto and in the properties in the agreement described, shall become vested in and shall be amalgamated with the Canadian Pacific Railway Company, and the said railway shall be considered and deemed to be an integral part of the Canadian Pacific Railway Company.

C. P. R. may operate any of Company's railways.

5. The Canadian Pacific Railway Company may equip, maintain and operate the said railway, and may construct and operate any railways which the Esquimalt and Nanaimo Railway Company has power to construct and operate.

Issue of debenture stock.

6. The Canadian Pacific Railway Company, being first authorized so to do by the votes of at least two-thirds of the

shareholders present or represented by proxy at an annual meeting or at a special meeting of shareholders duly called for the purpose may, from time to time, issue consolidated debenture stock for the purpose of acquiring the said railway, for improving it and adding to the equipment thereof, and for the construction and equipment of branches and extensions; provided that the capital of such consolidated debenture stock shall not exceed the rate of fifteen thousand dollars per mile of the railway as now constructed and twenty-five thousand dollars per mile of the railway and branches hereafter constructed or under contract to be constructed.

Amount limited.

Currency in which debenture stock payable.

7. The said consolidated debenture stock may be made payable either in Canadian currency or in sterling money of Great Britain, and may bear interest at a rate not exceeding four per cent per annum.

Rights of holders.

8. The holders of consolidated debenture stock issued under the authority of this Act shall have equal rights in all respects and shall rank *pari passu* with holders of consolidated debenture stock issued or to be issued under any previous Acts relating to the Canadian Pacific Railway Company.

Powers and franchises of Company, other than those connected with railways, not affected.

9. Notwithstanding anything in this Act, the Esquimalt and Nanaimo Railway Company shall not, for or by reason of entering into the said agreement or selling its said railway thereunder, be held or deemed or taken to have waived or lost or prejudiced or affected in anywise howsoever any of the franchises, rights, powers, authorities, exemptions, grants and privileges held or possessed by the Esquimalt and Nanaimo Railway Company at the time of entering into the said agreement and selling the said line of railway, but all such franchises, rights, powers, authorities, exemptions, grants and privileges shall, notwithstanding the entering into of such agreement and the completion of such sale, remain, exist and continue in full force and effect unprejudiced and unimpaired for the benefit, profit and advantage of the Esquimalt and Nanaimo Railway Company.

SCHEDULE.

Memorandum of agreement made the second day of February A.D. 1905, between The Esquimalt and Nanaimo Railway Company, hereinafter called "the vendor," of the one part and the Canadian Pacific Railway Company, hereinafter called "the purchaser," of the other part, witnesseth that it is agreed as follows:—

1. This agreement shall only take effect if and when the provisions thereof have been rendered lawful, binding and effectual by authority conferred by an Act of the Parliament of Canada containing (inter alia) the provision in paragraph 2 hereof set forth.

2. The purchaser shall forthwith duly and properly present a petition praying for the enactment by His Majesty by and with the advice and consent of the Senate and House of Commons of Canada of an Act authorizing and confirming this

agreement and containing (inter alia) the provision following, and containing no provision qualifying or derogating therefrom, that is to say :

"The Esquimalt and Nanaimo Railway Company shall not for or by reason of entering into the said agreement or selling its said line of railway thereunder be held or deemed or taken to have waived or lost or prejudiced or affected in anywise howsoever any of the franchises rights powers authorities exemptions grants and privileges held or possessed by the Esquimalt and Nanaimo Railway Company at the time of entering into the said agreement and selling the said line of railway but all such franchises rights powers authorities exemptions grants and privileges shall notwithstanding the entering into of such agreement and the completion of such sale remain exist and continue in full force and effect unprejudiced and unimpaired for the benefit profit and advantage of the Esquimalt and Nanaimo Railway Company."

3. Forthwith upon and after the enactment of said Act and if the same contain the said above set forth provision but not otherwise the vendor shall sell and the purchaser shall purchase the line of railway of the vendor lying between the city of Victoria and the town of Wellington, British Columbia, as a going concern free from all liabilities charges and encumbrances whatsoever but subject to all outstanding traffic arrangements and supply contracts and orders whatsoever which are hereby assumed and taken over by the purchaser as part of the going concern and including also but so as not to restrict the generality of the foregoing description :

(*a.*) All stations, terminals, right of way and buildings and everything appurtenant thereto and to the said line of railway: Provided that this agreement shall not extend to or include any of the lines of railway owned or operated by the Wellington Colliery Company and connecting with or intersecting the said line of railway and shall not extend to or include that part of the main line and yard at Ladysmith station in respect whereof the diversion and new work hereinafter provided for are to be substituted, or any lines or parts of railway or works erections or wharves to the east of the main line at Ladysmith aforesaid all of which are declared and acknowledged to be the property of the said the Wellington Collery Company : Subject to a right to the Wellington Colliery Company to cross upon plans approved by the Railway Commission the said main line at or near Ladysmith by a line of railway from the Extension mine connecting the works of the Colliery Company at Ladysmith by railway with the Extension mines and subject also upon plans to be approved by the Railway Commission to a diversion of the said main line at and near Ladysmith including yard, sidings, and station building, to a new right of way and yard and station site to be designated selected designed and carried out and furnished by and at the cost of the vendor the present station building to be removed to the new site, facilities and accommodation to be furnished equal to those at present existing and all the work done to be equal to and to conform to the present standard and class of work and materials in existence and used on said main line and subject also to the right now had and exercised by the Wellington Colliery Company of running coal and

workmen's trains over the said main line from Fiddick's Junction to Ladysmith until completion of the line of railway now in course of construction by the Wellington Colliery Company between the Extension mines and Ladysmith :

(*b.*) All the rolling stock equipment and stores of the said line of railway including all shewn upon the records and inventories thereof now on file in the office of the accountant of the vendor and all other rolling stock equipment and stores if any :

(*c.*) All plans profiles and engineers' records :

(*d.*) The steam-ships "Joan" and "City of Nanaimo" and "Czar" and the car-transfer "Transfer No. 1" and everything appurtenant thereto :

(*e.*) All telegraph and telephone lines along said line of railway and franchises in connection with or relating thereto :

(*f.*) The ballast pit at Langford Lake having an area of thirty (30) acres more or less being part of sections seventy (70) and eighty five (85) Esquimalt District :

(*g.*) All the rights privileges claims and demands whatsoever of the vendor in, to, out of or upon or in connection with the lands included within the limits of ths Songhees Indian Reserve at the city of Victoria aforesaid :

(*h.*) All the provisions and benefit of contract and lease of right of way for telephone and electrical power wires between the vendor as Lessor and the B. C. Electric Railway Company as Lessee, and also all the provisions and benefit of the lease or agreement for a lease between the vendor as Lessor and the Capital City Canning Company, Limited, as Lessee of a Cannery site at Esquimalt :

(*i.*) Thirteen (13) acres of land more or less abutting on or near the said line of railway near Esquimalt station and now in course of transfer and conveyance from the Puget Sound Improvement Company to the vendor :

At and for the price and sum of one million dollars of lawful money of Canada to be paid to the vendor by the purchaser at the office of the vendor number 26 Store street, Victoria, B.C., within thirty (30) days after the passing of the said Act; in this respect time shall be of the essence of the contract and upon any default in such payment the rights of the purchaser hereunder shall instantly and absolutely cease and determine.

4. The vendor warrants and guarantees to the purchaser uninterrupted and continuous peaceable possession of the said line of railway and the right of way thereof and all other property hereby agreed to be conveyed and undertakes and agrees to procure so soon as possibly and reasonably may be conveyances to the purchaser of any and all parts or portions of the said right of way not now vested in the vendor but no default in the obtaining of any such conveyance of any such parts or portions shall give rise to any liability on the part of the vendor to any claim or action at the instance of the purchaser unless the peaceable possession of the purchaser of the parts or portions intended to be conveyed under and by virtue of said conveyance be interrupted or interfered with.

5. Upon receiving payment of the said price and sum of one million dollars the vendor shall and will lawfully and effectually grant convey and assure with a good and sufficient title the said line of railway and all the other property hereby

agreed to be conveyed unto the purchaser, its successors and assigns, subject always to the passing of said Act: And the vendor also shall and will, subject to said Act from time to time and at all times hereafter at the request and cost of the purchaser make do and execute all such further and other grants deeds and assurances as may be necessary or expedient for the purpose of further or better assuring all and singular the said line of railway and all the other property hereby agreed to be conveyed or any part or parts thereof unto and to the use of the purchaser as may by the purchaser, its counsel or agents be reasonably advised or required.

6. Subject to the passing of said Act as aforesaid and upon payment of the said purchase price the vendor will also grant and assure unto the purchaser all franchises rights powers and privileges of the vendor relating to the said line of railway and premises and every part thereof and every of them in so far as and to the full extent that such grant and assurance may be necessary or expedient in order to empower and enable the purchaser to have hold keep operate maintain and use all and singular the said line of railway and premises and every part thereof and every of them and all franchises and charters (if any) permitting or providing for any extension or extensions of the said line of railway in the name of the vendor or in the name of the Comox and Cape Scott Railway Company or otherwise howsoever whether Dominion or Provincial.

7. Unless a petition for the Act aforesaid be presented at the present session of the Parliament of Canada this agreement shall be void and of no effect.

In witness whereof on the day and year first above written the corporate seal of the vendor hath been hereunto affixed and delivery of these presents made as the act deed and contract of the vendor and the corporate seal of the purchaser hath been hereunto affixed and delivery hereof made as the act deed and contract of the purchaser.

The corporate seal of the Esquimalt and Nanaimo Railway Company was hereunto affixed in our presence and delivery of these presents made as the act deed and contract of said Company:
Which we attest:
JAMES DUNSMUIR,
JOSEPH HUNTER,
J. A. LINDSAY,
CHAS. E. POOLEY,
Directors.
CHAS. E. POOLEY,
Secretary.

JAMES DUNSMUIR,
President.
{ Corporate seal. }

The corporate seal of the Esquimalt and Nanaimo Railway Company was hereunto affixed in the presence of
W. D. MACKINTOSH.

THE CANADIAN PACIFIC RAILWAY COMPANY.

{ Corporate seal. }

T. G. SHAUGHNESSY,
President.
A. R. G. HEWARD,
Assistant-Secretary.

No. 90.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Esquimalt and Nanaimo Railway Company.

First reading, March 3, 1905.

(PRIVATE BILL.)

MR. SMITH,
(Nanaimo.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 91.] **BILL.** [1905.

An Act respecting the Timagami Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1898, c. 87; 1900, c. 84; 1902, c. 106; 1904, c. 134.

Line of railway authorized.

1. The Timagami Railway Company may lay out, construct and operate an extension of its line of railway from a point in or near the town of Sturgeon Falls, or at or near Verner station on the Canadian Pacific Railway, or between Sturgeon Falls station and Verner station on the Canadian Pacific Railway, south-westerly to a point on Georgian Bay at or near the mouth of the French River, at or near Byng Inlet.

Preference stock.

2. The said company may, under the authority of the ordinary shareholders given by consent in writing, or at a special general meeting duly called for that purpose, at which meeting shareholders representing at least two-thirds in value of the subscribed capital stock are present or represented by proxy, issue any portion of its capital stock as preference stock, upon such terms and conditions, and having such preference and priority as respects dividends and otherwise over ordinary stock, as are declared by the by-law.

1898, c. 87, new s. 10.

3. Section 10 of chapter 87 of the statutes of 1898 is repealed, and the following is substituted therefor:—

Issue of securities.

"**10.** The securities issued by the Company shall not exceed thirty thousand dollars per mile of its railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed."

1898, c. 87, s. 14, and 1902, c. 106 repealed.

4. Section 14 of chapter 87 of the statutes of 1898, and chapter 106 of the statutes of 1902, are repealed.

No. 91.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Timagami Railway Company.

First reading, March 3, 1905.

(PRIVATE BILL.)

Mr. McCool.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 92.] **BILL.** [1905.

An Act respecting the Ottawa and New York Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1897, c. 57; 1898, c. 82.

1904, c. 32, s. 5 not to apply to Company.

1. Section 5 of chapter 32 of the statutes of 1904 shall not apply to the Ottawa and New York Railway Company.

No. 92.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Ottawa and New York Railway Company.

First reading, March 3, 1905.

(PRIVATE BILL.)

MR. BELCOURT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 93.] **BILL.** [1905.

An Act respecting the Grand Council of the Catholic Mutual Benefit Association of Canada.

Preamble. 1893, c. 90.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Section 1 amended.

1. Section 1 of chapter 90 of the statutes of 1893 is amended by adding thereto the following paragraph:—

Sick benefits.

"(*d.*) To establish, manage and disburse a fund for the payment of sick benefits."

Sections added.

2. The said Act is further amended by adding thereto the following sections:—

Sick benefit fund.

"**16.** The sick benefit fund provided for by paragraph (*d.*) of section 1 hereof shall never be less than the legal reserve based upon such standard sickness tables as are used by the Association in the construction of its table of rates, and a rate of three and one-half per cent interest.

Amount.

Assessments.

"2. The assessments or contributions payable to the sick benefit fund by a member in order to entitle him to the payment of sick benefits shall be payable monthly in advance.

Amount of benefits.

"3. No sick benefits shall be paid exceeding five dollars per week, nor for a term exceeding twelve weeks in twelve months.

Accounts to be kept.

"4. Separate and distinct registers and books of account shall be kept by the Association, showing the members entitled to participate in the sick benefit fund, the receipts and payments in respect thereof, the amounts from time to time chargeable against it, and every other matter and detail of which an account ought to be kept.

Funds to be appropriated to sick benefits only.

"5. The sick benefit fund and securities representing it shall alone be available for the payment of sick benefits, and no other assets or securities of the Association shall be available for that purpose.

By-laws.

"6. For the purpose of carrying out the provisions of this section, the Association, or the trustees thereof under the authority of the Association, may make such by-laws, not contrary to law, as are deemed necessary or expedient.

When deposit may be required.

"**17.** Notwithstanding anything contained in *The Insurance Act*, the Association shall not be required to make any deposit in order to entitle it to commence and carry on the business of collecting and paying sick benefits by this Act authorized; provided that the Treasury Board may require a deposit not exceeding ten thousand dollars to be made from the said fund so soon as the required amount is available for such purposes."

No. 93.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Grand Council of the Catholic Mutual Benefit Association of Canada.

First reading, March 3, 1905.

(PRIVATE BILL.)

MR. HUGHES,
(King's.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 94.] **BILL.** [1905.

An Act respecting the Brockville, Westport and North-western Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 88.

1. The Brockville, Westport and North-western Railway Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may finish the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation within the said periods respectively, the powers of construction conferred upon the said company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Time for construction of railway extended.

2. Section 14 of chapter 88 of the statutes of 1903 is repealed. Section 14 repealed.

No. 94.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Brockville, Westport and North-western Railway Company.

First reading, March 3, 1905.

(PRIVATE BILL.)

MR. DERBYSHIRE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 95.] **BILL.** [1905.

An Act respecting Gillies Brothers, Limited.

WHEREAS Gillies Brothers, Limited, has, by its petition, represented that it is incorporated by letters patent under the great seal of Canada dated the twenty-eighth day of December, one thousand eight hundred and ninety-three, and by supplementary letters patent dated the twenty-second day of May, one thousand nine hundred, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. R.S.C., c.

1. Gillies Brothers, Limited, hereinafter called "the Company," may exercise its powers throughout Canada and elsewhere. Scope of powers.

2. The capital stock of the Company shall be one million dollars, divided into shares of one hundred dollars each, and such capital may be increased from time to time to any amount not exceeding two million five hundred thousand dollars: Provided that each such increase shall be subscribed and fifty per cent paid up thereon before any further increase may be made; and provided further that no such increase of capital stock shall be made without the authority of the shareholders at an annual or at a special general meeting called for the purpose of increasing the capital stock and representing at least two-thirds in value of the issued capital stock of the Company. Capital increased. Proviso as to further increases.

3. In addition to the powers conferred by the letters patent mentioned in the preamble, the Company may carry on the business of,— Business of Company.

(*a.*) general merchants and general manufacturers and millers, including the growing and conserving of timber, and the manufacturing of and dealing in timber and lumber of all kinds, pulpwood, pulp, paper and all articles of which wood forms a component part;

(*b.*) manufacturing and dealing in building materials and fuels of all kinds, and their by-products;

(*c.*) mining and treating ores, and working oil and salt wells, clay, sand, marl, peat, or other deposits, and their products;

(*d.*) farming, fruit growing and stock raising;

(*e.*) general builders and contractors, engineers, foundry men, machinists and workers in metals;

(*f.*) owners and operators of flour and cereal mills, woollen mills and other mills or works;

(*g.*) owning, developing and working of water powers, steam and other powers, and may buy, deal in and dispose of the materials required for, and the products of, the said undertakings;

(*h.*) common carriers, wharfingers and warehousemen;

(*i.*) acquiring and building steam and other vessels, and chartering and navigating them between any place in Canada and any other place in Canada or elsewhere.

Powers of Company.

4. For all or any of the said purposes the Company may—

(*a.*) acquire, construct, use, maintain, aid and dispose of roads, tramways, docks, piers, wharfs, viaducts, flumes, aqueducts, bridges and similar works, hotels, restaurants, boarding houses, hospitals, schools, churches, reading rooms or recreation buildings and grounds for the use and benefit of workmen employed by the Company, or others;

(*b.*) acquire, use, develop and dispose of letters patent of invention, patent rights and processes, lands and buildings, timber berths and timber licenses, water powers and privileges, mining rights, hydraulic properties, fishing and hunting licenses, and other privileges, and acquire, aid, use, deal in and dispose of, manufacture, construct, and maintain all mills and factories, works, ways, buildings, appliances, machinery and plant of any kind or nature whatever required by, or conducive to, the undertakings of the Company;

(*c.*) acquire, construct, operate and dispose of telegraph, telephone and electric light lines for the purpose of its undertakings only;

(*d.*) acquire, sell and deal in the shares, bonds and debentures of any company whose powers are wholly or in part similar to those of the Company, and may enter into any agreement for sharing profits, joint adventure, reciprocal concession, or other such arrangement with any person having objects wholly or in part similar to those of the Company, and may acquire and hold shares in, or bonds or debentures of, any navigation company, railway company, bank or municipal or other corporation, and dispose thereof in the usual course of business.

Electricity and other power.

Works.

Approval of municipal councils.

5. The Company may manufacture and use electricity, water and gas and electric, hydraulic, compressed air or other power and supply and dispose thereof for the purpose of light, heat and power or other purpose for which the same may be used, by means of poles, wires, cables, pipes, conduits, machinery, or other appliances, and construct, maintain and operate works, machinery and plant for the production, storage, sale and distribution thereof, and for the purpose aforesaid may acquire lands by purchase, lease or otherwise; provided that the Company shall not exercise the power granted by this section to sell electricity, water or gas for any purpose until it has first obtained the consent and approval of the municipal council of the city, town, village or other local municipality or district within which the powers hereby given are to be exercised by the Company, such consent to be by-law, and to be on such terms and conditions as such by-law provides.

Power to open highways.

6. For the purpose of laying and maintaining its pipes and conduits for the conveyance of gas or other agent for heat, light and power, the Company may enter upon and open up any highway or public place and may supply gas and other agents through the said pipes and conduits; provided that the Company shall not exercise the powers granted by this section until it has first obtained the consent and approval of the municipal council of the city, town, or local municipality within which the powers hereby given are to be exercised by the Company, such consent to be by-law and to be on such terms and conditions as such by-law provides.

Approval of municipal councils.

Approval of Governor in Council in certain cases.

2. In any case where the Company desires to use the powers conferred by this section in any district or place where there is no municipal council, the consent and approval in writing of the Governor in Council on other proper authority must be first obtained.

Dams and buildings may be constructed.

7. For the purpose of collecting, holding, protecting, driving, rafting, towing, separating, sorting, storing, delivering, and all other purposes incidental to the reception, safe-keeping and transmission of timber, saw-logs, pulpwood and other lumber coming down or through any navigable stream or lake, its branches or tributaries along which any of the Company's operations may be carried on, the Company may, from time to time, construct, acquire, hold, maintain, use and operate all dams, slides, wharfs, docks, piers, booms, lands, buildings and other works necessary or incidental to the said purposes, or any of them, and may remove or lessen obstructions or impediments to, or hindrances of, navigation; provided that nothing herein contained shall authorize the exercise of any power conferred by this Act so as to interfere with the free navigation of any stream or lake, its branches or tributaries.

Proviso.

Timber dues and tolls may be taken.

2. The Company may, so long as the works are maintained in an efficient state (such efficient state to be, in the event of dispute, settled by the Minister of Public Works) levy and collect tolls, dues and charges on timber, saw-logs, pulpwood, and other lumber, if the services for which such tolls, dues and charges may be levied and the tariff thereof have been first approved of by the Governor in Council, and upon publication thereof in *The Canada Gazette;* and the Governor in Council may, from time to time, alter and amend such tariff of dues, tolls and charges; and the Company shall have a lien for such tolls, dues and charges upon the said logs, timber and lumber in respect of which they are chargeable.

Tramways and spur lines.

8. The Company may, for the purpose of any of its undertakings, or for the promotion thereof, construct and operate all such railway sidings, tramways, switches, or spur lines, not exceeding ten miles in length, as are necessary to connect any property of the Company with its factories and mills, or with the line of any railway company.

Expropriation of lands.

9. Lands actually required for the construction, maintenance and operation of the Company's roads, tramways, railway sidings, switches and spur lines may be taken and used by the Company upon a plan of such lands having been approved of by the Governor in Council, and thereupon all the

provisions of *The Railway Act*, 1903, which apply to taking or using lands and the ascertainment and payment of compensation and damages therefor shall, so far as they are applicable, apply to such lands.

Issue of paid-up stock.

10. The directors may, by by-law, issue, allot and hand over as paid up stock, shares of the capital stock of the Company in payment for any business, franchise, letters patent, patent rights, undertaking or property of any kind whatsoever which the Company is empowered to acquire or hold, and any right, privilege and interest therein, and may pay therefor either wholly or partly in cash or in paid up shares of the Company or in its bonds or debentures, and any such issue or allotment of stock shall be binding upon the Company, and shall not be assessable for calls, nor shall the holder thereof be liable in any way thereon ; provided that any such allotment and issue of stock shall be approved of by the holders of at least two-thirds in value of the stock of the Company then issued.

Aid to Company.

11. The Company may receive as aid in the construction of, or for carrying on, any of its works or operations any lands, properties, franchises, sums of money or debentures, as gifts or by way of bonus or otherwise, and may dispose thereof, or alienate the same in promoting any of its affairs, businesses and operations, and may receive exemptions from taxation and all other exemptions which may be lawfully granted by municipal or other authorities by by-law, resolution or otherwise.

1903, c. 58, s. 195.

12. Section 195 of *The Railway Act*, 1903, shall apply to the Company.

No. 95.

1st Session, 10th Parliament, 4-5 Edward VII.

BILL

An Act respecting Gillies Brothe Limited.

First reading, March 3, 1905.

(PRIVATE BILL.)

MR. WRIGHT, (Renfre

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majest
1905

No. 96.] **BILL.** [1905.

An Act respecting the Montreal and Southern Counties Railway Company.

Preamble.

1897, c. 56; 1898, c. 78; 1902, c. 78.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Power to acquire another company.

1. The Montreal and Southern Counties Railway Company, hereinafter called "the Company," may acquire the whole of the assets of the Montreal and South Shore Auto Car Company, Limited, and in payment of the purchase price thereof may issue paid up stock of the Company therefor.

1897, c. 56, s. 6 repealed. Capital increased.

2. Section 6 of chapter 56 of the statutes of 1897 is repealed, and in lieu thereof it is enacted that the capital stock of the Company shall be one million dollars.

Time for construction of railway extended.

3. The Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may finish the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation, within the said periods respectively, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Sections extending time repealed.

4. Section 12 of chapter 56 of the statutes of 1897, section 3 of chapter 78 of the statutes of 1898, and section 4 of chapter 78 of the statutes of 1902, are repealed.

No 96.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Montreal and Southern Counties Railway Company.

First reading, March 3, 1905

(PRIVATE BILL.)

MR. GEOFFRION.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 97.] **BILL.** [1905.

An Act respecting the Kingston and Dominion Central Railway Company, and to change its name to "The Montreal, Ottawa, Kingston and Georgian Bay Railway Company."

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1904, c. 90.

Name changed.

1. The name of the Kingston and Dominion Central Railway Company, hereinafter called "the Company," is changed to "The Montreal, Ottawa, Kingston and Georgian Bay Railway Company," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending or judgment existing either by, or in favour of, or against, the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

Existing rights not affected.

Branch lines authorized.

2. The Company may construct and operate the following branch lines:—

Newboro' to Montreal.

(*a.*) from a point at or near the village of Newboro', in the county of Leeds, thence in a generally easterly direction to the city of Montreal, passing through the counties of Leeds, Grenville, Dundas, Stormont, Glengarry, Soulanges, Vaudreuil, Jacques Cartier and Hochelaga;

Newboro' to Ottawa.

(*b.*) from a point at or near the village of Newboro', thence in a generally northerly direction to the city of Ottawa, passing through the counties of Leeds, Lanark and Carleton.

Time for construction limited.

3 Each of the said branch lines shall be commenced within two years and completed within five years after the passing of this Act, otherwise the powers hereby granted for its construction shall cease and be null and void as to so much thereof as is not commenced and completed within the said periods respectively.

No. 97.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Kingston and Dominion Central Railway Company, and to change its name to "The Montreal, Ottawa, Kingston and Georgian Bay Railway Company."

First reading, March 3, 1905.

(PRIVATE BILL.)

MR. HARTY.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 98.] **BILL.** [1905.

An Act to incorporate the Imperial Guarantee and Accident Insurance Company of Canada.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

Corporate name.

1. Elias Talbot Malone, Robert Armstrong, Ernest Henry Bisset, Anthony L'Estrange Malone, and William Sefton Hodgens, all of the city of Toronto, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Imperial Guarantee and Accident Insurance Company of Canada," hereinafter called "the Company."

Provisional directors.

Powers.

2. The persons named in section 1 of this Act, together with such persons not exceeding six as they associate with them, shall be the provisional directors of the Company, a majority of whom shall be a quorum for the transaction of business, and they may forthwith open stock books, procure subscriptions of stock for the undertaking, make calls on stock subscribed and receive payments thereon, and shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed or otherwise received by them on account of the Company, and may withdraw the same for the purposes of the Company only, and may do generally whatever is necessary to organize the Company.

Head office.

Branches.

3. The head office of the Company shall be in the city of Toronto, in the province of Ontario.

2. The directors may establish branches, sub-boards or agencies, either within Canada or elsewhere, at such times and in such manner as they deem expedient.

Capital stock.

Increase of capital.

4. The capital stock of the Company shall be one million dollars, divided into shares of one hundred dollars each.

2. The directors may, after the whole capital stock has been subscribed and fifty per cent paid thereon in cash, increase the amount of the capital stock from time to time to an amount not exceeding one million five hundred thousand dollars, but the stock shall not be increased until a resolution of the board of directors authorizing such increase has been first submitted to and confirmed by two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders duly called for that purpose.

First general meeting.

5. So soon as one hundred and fifty thousand dollars of the capital stock has been subscribed, and ten per cent of that amount paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders at some place to be named in the city of Toronto, at which meeting the shareholders present or represented by proxy who have paid not less then ten per cent on the amount of shares subscribed for by them shall elect a board of not less than seven nor more than twenty directors, of whom a majority shall be a quorum.

Election of directors.

Qualification of directors.

2. No person shall be a director unless he holds in his own name and for his own use at least ten shares of the capital stock, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Calls on stock.

6. The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors appoint; the first instalment shall not exceed twenty-five per cent and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice shall be given of any call. Provided that the whole amount so paid in by any shareholder shall not be less than ten per cent of the amount subscribed by such shareholder.

When business may be commenced.

2. The Company shall not commence business until two hundred and fifty thousand dollars of the capital stock have been subscribed and one hundred thousand dollars have been paid in cash into the funds of the Company, to be appropriated only for the purposes of the Company under this Act.

General meetings.

7. A general meeting of the Company shall be called at its head office once in each year after the organization of the Company and commencement of business, and at such meeting a statement of the affairs of the Company shall be submitted; and special general meetings may at any time be called by any five of the directors, or by requisition of any twenty-five shareholders, specifying in the notice the object of such meeting.

Notice of meetings.

2. Notice of each such meeting shall be sufficiently given by printed or written notice to each of the shareholders mailed at least ten days before the day for which the meeting is called, and addressed to the addresses of the shareholders respectively given in the books of the Company.

Accident insurance.

8. The Company may make contracts of insurance against any accident or casualty of whatsoever nature or from whatsoever cause arising to individuals, whereby the insured may suffer loss or injury or be disabled, including sickness not

Sickness insurance.

ending in death, or in case of death from any accident or casualty not including sickness, securing to the representative of the person assured the payment of a certain sum of money upon such terms and conditions as are agreed upon, and in like manner may also make contracts of indemnity against claims and demands of the workmen and employees of any person or of the legal representatives of such workmen and employees with respect to accidents or casualties of whatever nature or from whatever cause arising whereby the insured

suffers pecuniary loss or damage, or incurs costs and expenses, and generally carry on the business of accident and sickness insurance as defined by *The Insurance Act*.

Surety insurance.

9. The Company may—

(*a.*) guarantee the fidelity of persons filling or about to fill situations of trust or confidence, and the due performance and discharge by such persons of all or any of the duties and obligations imposed upon them by contract or otherwise ;

(*b.*) guarantee the due performance and discharge by receivers, official and other liquidators, committees, guardians, executors, administrators, trustees, attorneys, brokers and agents, of their respective duties and obligations ;

(*c.*) guarantee persons filling or about to fill situations of trust or confidence against liabilities in connection therewith, and in particular against liabilities resulting from the misconduct of any co trustee, co-agent, sub-agent or other person ;

(*d.*) generally carry on the business of guarantee insurance as defined by *The Insurance Act*.

Power to hold real property limited.

10. The Company may acquire and hold any real property required for its use and accommodation, and may dispose thereof, but the annual value of such property held in any province of Canada shall not exceed three thousand dollars, except in the Province of Ontario where it shall not exceed ten thousand dollars.

R.S.C., c. 118.

11. Notwithstanding anything contained therein, *The Companies Clauses Act*, except sections 18 and 39 thereof, shall apply to the Company in so far as the said Act is not inconsistent with any of the provisions of *The Insurance Act* or of this Act.

R.S.C., c. 124.

No. 98.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Imperial Guarantee and Accident Insurance Company of Canada.

First reading, March 6, 1905.

(PRIVATE BILL.)

MR. BELCOURT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 99.] **BILL.** [1905.

An Act to incorporate the Title Guarantee and Trust Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Thomas Jenkins, James Hardy, William James Clark, Samuel John Frame and Arthur James Hardy, all of the city of Toronto, together with such persons as become shareholders in the company, are incorporated under the name of "The Title Guarantee and Trust Company" hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company, a majority of whom shall be a quorum. Provisional directors.

3. The capital stock of the Company shall be one million dollars, divided into shares of one hundred dollars each. Capital stock.

4. The head office of the Company shall be in the city of Toronto, but the directors may establish branch offices and local directorates at such other places as they determine. Head office.

5. The business of the Company shall be managed by a board of not less than five nor more than twenty directors, of whom a majority shall be a quorum. Directors.

2. No shareholder shall be eligible for election as a director unless he holds in his own right at least ten shares upon which all calls have been paid; and if any director makes any assignment for the benefit of creditors or comes within the operation of any insolvent law then in force, or ceases to hold ten shares in his own right, he shall, *ipso facto*, cease to be a director. Qualification of directors.

6. So soon as one hundred thousand dollars of the capital stock has been subscribed, and twenty per cent thereof has been paid in cash into some chartered bank in Canada, to be withdrawn only for the purposes of the Company, the directors shall call a general meeting of the shareholders, for the purpose of passing by-laws and electing directors, to be held at such place and time, in the city of Toronto, as the directors appoint, of which meeting not less than one week's notice shall be given by advertisement in one newspaper published in the First general meeting.

city of Toronto, and by circular addressed and registered to each shareholder at his last known address.

Calls on stock.

7. Calls on stock and of any premium payable thereon, may be made by the directors at such times and in such proportions as they deem proper, but not more than twenty-five per cent of such subscription shall be called up within any one year.

When business may be commenced.

8. The Company shall not commence business until thirty thousand dollars of the capital stock has been paid up, and a further sum of twenty-five thousand dollars shall be paid in within two years after such commencement of business.

Business of Company.

9. The Company may—

Title guarantee.

(*a.*) guarantee owners, mortgagees and others interested in real estate against loss by reason of defective titles, liens and encumbrances, and more particularly guarantee the title to, or quiet enjoyment of, real property, either absolutely or subject to any qualifications and conditions; guarantee any person, interested or about to become interested in or owning or about to purchase or acquire any real property, against any losses, actions, proceedings, claims or demands by reason of any insufficiency or imperfections or deficiency of title, or in respect of encumbrances, burdens or outstanding rights; and may guarantee any person against loss or damage by reason of failure on the part of any person to make due payment of the whole or any part of any loan, advance, mortgage or claim, hypothecary or otherwise, or the interest thereon, and may issue its guarantee certificates or policies in such form and for such remuneration as it determines;

Fidelity guarantee.

(*b.*) make contracts of insurance for the fidelity of persons holding positions of responsibility and of trust; act as surety for the faithful performance of contracts, and receive upon deposit for safe keeping all kinds of personal property on such terms as are agreed upon, and may make loans on such property;

Trusts moneys.

(*c.*) receive money in trust and otherwise for the purposes herein specified, and invest and accumulate it at such rates of interest as may be obtained therefor;

Trustee.

(*d.*) accept and execute all such trusts of every description as are entrusted to it or which are committed or transferred to it by any order, judgment or decree of any court, and may execute the office of executor, administrator, trustee, accountant, arbitrator, adjuster, auditor, receiver, assignee, liquidator, sequestrator, guardian, curator, or committee of a lunatic, and perform the duties of such offices or trusts; and in all cases where application is made to any court, judge or prothonotary for an appointment to any such office or trust, such court, judge or prothonotary may appoint the Company, with its consent, to hold such office or trust, and may substitute, if necessary, for any obligations required from a private person appointed to such offices such usual obligations as are applicable to corporations, and may fix the remuneration of the Company; take, hold and accept by grant, assignment, transfer, deed, will, devise, bequest or otherwise, any real or personal estate upon any lawful trusts, and perform and execute them according to the terms and for the purposes declared, estab-

lished or agreed upon; accept from and execute trusts for married women in respect of their separate property, real or personal, and act as agent for them in the management of such separate property; guarantee repayment of the principal or payment of the interest, or both, of any moneys entrusted to the Company for investment, on such terms and conditions as are agreed upon; act as agent for countersigning, registering or otherwise ascertaining and certifying to the genuineness of any issue of stock, bonds, debentures or other securities for money of any government or corporation duly authorized to issue and make the same, and hold the same as agent or trustee; and may guarantee the payment thereof, both of principal and interest, and may act generally as fiscal or other agent for any such government or corporation;

Agent.

(*e.*) act as agent or attorney for winding up estates, receiving or collecting any principal, debts, debentures or other securities or evidences of debt or demands of any nature, and in the sale or purchase of any real or personal property, and generally act in all matters in the nature of a trust or general agency;

Safe deposit.

(*f.*) be the custodian, on such terms as are agreed upon, of any jewellery, plate and other valuable property, and of deeds, wills, debentures, and other evidences of title or indebtedness, and for that purpose establish and operate safe deposit vaults;

Management of estates.

(*g.*) act as investing and managing agent of estates and properties for and on behalf of executors, administrators and trustees, or other persons;

Trustee of bonds, etc.

(*h.*) act as trustee in respect of any debenture, bond, mortgage, hypothec or other security issued according to law by any municipal or other corporation wherever incorporated;

Loans.

(*i.*) borrow money at such rate of interest as is agreed upon, and secure such loans by any mortgages, hypothecs, stocks, bonds or other securities belonging to the Company;

Auditing.

(*j.*) examine, report upon and audit the books, accounts, conditions and standing of corporations, partnerships and individuals when requested or authorized so to do by such corporations, partnerships and individuals, and also when required by an order of a court of competent jurisdiction;

Money on deposit.

(*k.*) receive money on deposit and allow interest thereon;

Guarantee of investment.

(*l.*) guarantee any investment made by the Company as agent or otherwise;

Surety.

(*m.*) become surety upon any bond required in any judicial proceeding and, subject to the discretion of the court, judge or official receiving such bond, the surety of the Company shall suffice in all cases where two sureties are required;

Surety bonds.

(*n.*) execute the surety bond by the manager or secretary signing it for the Company and affixing the Company's seal thereto, and a complete record of all such bonds shall be kept at the head office of the Company;

Remuneration.

(*o.*) generally charge for, collect and receive all agreed or reasonable remuneration, legal, usual and customary costs, charges and expenses for all or any of the services, duties, trusts, or things, rendered, observed, executed or done in pursuance of any of the powers of the Company.

Investment of trust moneys.

10. The Company shall invest trust moneys as follows, and may manage sell or dispose of such investments as the terms of the trust require,—

Mortgages of real estate.

(*a.*) upon first mortgages, privileges and hypothecs of improved freehold property of ample value in Canada, and may accept personal property or covenants by way of collateral security thereto;

Stock and securities.

(*b.*) in the stock, funds or government securities of Canada, or of any former, present or future province of Canada, or of the United States, or guaranteed thereby respectively, or in bonds or debentures of any municipal corporation in any such province, (other than municipal corporations having a population of less than two thousand or an annual rate of assessment exceeding two cents on the dollar,) or in the bonds and debentures of any school district in any such province, or in the public stock, funds, or government securities of the United Kingdom, or any of the colonies or dependencies thereof;

R.S.C., c. 124, s. 50.

(*c.*) in any securities or stocks mentioned in section 50 of *The Insurance Act*;

Securities specified by a court.

(*d.*) in such securities as are specified by the terms of any trust, or by the order, judgment or decree of a court, judge or prothonotary.

Existing securities.

2. Nothing in this section shall prevent the Company from holding securities of any other kind which form or are part of any trust estate which comes into its hands, and it may hold such securities subject to the trusts and legal obligations attached thereto, but in case of the realization of any portion thereof the proceeds shall be invested as herein directed unless the will, deed, order or instrument creating the trust has provided otherwise.

Trust funds to be kept separate.

11. The moneys and securities of any such trust shall always be kept distinct from those of the Company, and in separate accounts, and so marked for each particular trust as always to be distinguished from any other in the registers and other books of account to be kept by the Company, so that at no time shall trust moneys form part of or be mixed with the general assets of the Company; and the Company shall, in the receipt of rents and in the overseeing and management of trusts and other property, keep distinct records and accounts of all operations connected therewith; provided that in the management of the money and property held by the Company as trustee, or in any other official capacity, under the powers conferred by this Act, the Company may, unless the authority making the appointment otherwise directs, invest the trust money in the manner provided by section 10 of this Act in a general trust fund of the Company; provided, however, that the total amount of money of any one trust invested in the said general trust fund shall not, at any time exceed three thousand dollars.

Proviso.

Trust property not liable for debts of Company.

12. Moneys, properties and securities received or held by the Company upon trust or as agent shall not be liable for the debts or obligations of the Company.

Accounts to be rendered by Company when made trustee by a court.

13. In case of the appointment of the Company to any trust or office by any court in Canada, or any judge or prothonotary thereof, such court, judge or prothonotary may, from time to time, require the Company to render an account of its administration of the particular trust or office to which it has been

appointed, and may from time to time appoint a suitable person to investigate the affairs and management of the Company, and as to the security afforded to those by or for whom its engagements are held, and such persons shall report thereon to such court, judge or prothonotary, and the expenses of such investigation shall be borne as ordered by such court, judge or prothonotary.

Real estate which may be held.

14. The Company may hold such real estate as is necessary for the transaction of its business, not exceeding the net yearly value of twenty thousand dollars, and any further real estate of whatever value which, being mortgaged or hypothecated to it, is required by it for the protection of its investments, and may, from time to time sell, mortgage, lease or otherwise dispose thereof; but the Company shall sell any real estate acquired in satisfaction of any debt due to itself, other than as trustee or in an official capacity, within seven years after such acquisiton, unless such time shall be extended by order of the Governor in Council.

Investment of moneys of Company.

15. The Company may invest any moneys forming part of its own capital, or reserve or accumulated profit thereon, in any of the securities mentioned in section 10 of this Act, or, in the bonds or debentures of any incorporated building society or loan company, or on the security of real estate in Canada or of any interest in such real estate, or on the security of the debentures, bonds, stock and other securities of any chartered bank or company incorporated by or under the authority of the Parliament of Canada, or of the legislature of any former, present or future province of Canada, as the directors deem expedient.

Note issue prohibited.

Banking prohibited.

16. Nothing in this Act shall be construed to authorize the Company to issue any note payable to the bearer thereof, or any promissory note intended to be circulated as money or as the note of a bank, or to engage in the business of banking.

Provincial laws not affected.

17. The powers and authority hereby granted to the Company shall not have any force or effect in any province in any respect in which they are inconsistent with the laws of such province.

Annual statement to be given to Minister of Finance.

18. The Company shall prepare and annually transmit to the Minister of Finance a statement in duplicate, verified by the oath of the president, vice-president, manager or secretary, setting forth the capital stock of the Company, the proportion thereof paid up, the assets and liabilities of the Company, and the trust property held by it, and such other details as the said Minister requires; and such statement shall be made up to the thirty-first day of December in each year.

R.S.C., c. 118.

19. *The Companies Clauses Act*, except sections 7, 9, 16, 18 and 39 thereof, shall apply to the Company.

R.S.C., c. 124.

20. *The Insurance Act* shall apply to the Company.

No. 99.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Title Guarantee and Trust Company.

First reading, March 7, 1905.

(PRIVATE BILL.)

MR. CAMPBELL.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 99.] **BILL.** [1905.

An Act to incorporate the Title Guarantee and Trust Company.

(*Reprinted as proposed to be amended in the Banking and Commerce Committee.*)

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

Corporate name.

1. Thomas Jenkins, James Hardy, William James Clark, Samuel John Frame and Arthur James Hardy, all of the city of Toronto, together with such persons as become shareholders in the company, are incorporated under the name of "The Title Guarantee and Trust Company" hereinafter called "the Company."

Provisional directors.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company, a majority of whom shall be a quorum.

Capital stock.

3. The capital stock of the Company shall be one million dollars, divided into shares of one hundred dollars each.

Head office.

4. The head office of the Company shall be in the city of Toronto, but the directors may establish branch offices and local directorates at such other places as they determine.

Directors.

5. The business of the Company shall be managed by a board of not less than five nor more than twenty directors, of whom a majority shall be a quorum.

Qualification of directors.

2. No shareholder shall be eligible for election as a director unless he holds in his own right at least ten shares upon which all calls have been paid; and if any director makes any assignment for the benefit of creditors or comes within the operation of any insolvent law then in force, or ceases to hold ten shares in his own right, he shall, *ipso facto*, cease to be a director.

First genera meeting.

6. So soon as one hundred thousand dollars of the capital stock has been subscribed, and twenty per cent thereof has been paid in cash into some chartered bank in Canada, to be withdrawn only for the purposes of the Company, the directors shall call a general meeting of the shareholders, for the purpose of passing by-laws and electing directors, to be held at such place and time, in the city of Toronto, as the directors appoint, of which meeting not less than one week's notice shall be given by advertisement in one newspaper published in the

city of Toronto, and by circular addressed and registered to each shareholder at his last known address.

Calls on stock.

7. Calls on stock and of any premium payable thereon, may be made by the directors at such times and in such proportions as they deem proper, but not more than twenty-five per cent of such subscription shall be called up within any one year.

When business may be commenced.

8. The Company shall not commence business until two hundred and fifty thousand dollars of the capital stock has been subscribed and seventy-five thousand dollars paid thereon ; and a further sum of twenty-five thousand dollars shall be paid in within two years after such commencement of business.

Business of Company.

9. The Company may guarantee the title to, or the quiet enjoyment of, property, either absolutely or subject to qualifications and conditions, and may guarantee any person interested in or about to become interested in, or owning, or about to purchase or acquire any real property, against any losses, actions, proceedings, claims or demands by reason of any insufficiency or imperfections or deficiency of title or in respect of encumbrances, burdens or outstanding rights ; and may guarantee the due payment of the whole or part of any loan, advance, mortgage or claim, hypothecary or otherwise, or the interest thereon ; and may issue its guarantee certificates or policies in such form as it determines and for such remuneration as it fixes.

Guarantee of titles to property.

"Title insurance."

2. The business described in subsection 1 of this section is hereinafter called and may be known as "title insurance."

Other business.

10. The Company, in connection with and as ancillary to its business of title insurance, may also :—

Auditing.

(*a.*) examine, report upon and audit the books, accounts, conditions and standing of corporations, partnerships and individuals when requested or authorized so to do by such corporations, partnerships and individuals, and also when required by an order of a court of competent jurisdiction ;

Trusts moneys.

(*b.*) receive money in trust and otherwise for the purposes herein specified, and invest and accumulate it at such rates of interest as may be obtained therefor ;

Trustee.

(*c.*) accept and execute all such trusts of every description as are entrusted to it or which are committed or transferred to it by any order, judgment or decree of any court, and may execute the office of executor, administrator, trustee, accountant, arbitrator, adjuster, auditor, receiver, assignee, liquidator, sequestrator, guardian, curator, or committee of a lunatic, and perform the duties of such offices or trusts ; and in all cases where application is made to any court, judge or prothonotary for an appointment to any such office or trust, such court, judge or prothonotary may appoint the Company, with its consent, to hold such office or trust, and may substitute, if necessary, for any obligations required from a private person appointed to such offices such usual obligations as are applicable to corporations, and may fix the remuneration of the Company ; take, hold and accept by grant, assignment, transfer, deed, will, devise, bequest or otherwise, any real or personal estate upon any lawful trusts, and perform and execute them

according to the terms and for the purposes declared, established or agreed upon; accept from and execute trusts for married women in respect of their separate property, real or personal, and act as agent for them in the management of such separate property; guarantee repayment of the principal or payment of the interest, or both, of any moneys entrusted to the Company for investment, on such terms and conditions as are agreed upon; act as agent for countersigning, registering or otherwise ascertaining and certifying to the genuineness of any issue of stock, bonds, debentures or other securities for money of any government or corporation duly authorized to issue and make the same, and hold the same as agent or trustee; and may guarantee the payment thereof, both of principal and interest, and may act generally as fiscal or other agent for any such government or corporation;

Agent.

(*d.*) act as agent or attorney for winding up estates, receiving or collecting any principal, debts, debentures or other securities or evidences of debt or demands of any nature, and in the sale or purchase of any real or personal property, and generally act in all matters in the nature of a trust or general agency;

Safe deposit.

(*e.*) be the custodian, on such terms as are agreed upon, of any jewellery, plate and other valuable property, and of deeds, wills, debentures, and other evidences of title or indebtedness, and for that purpose establish and operate safe deposit vaults;

Management of estates.

(*f.*) act as investing and managing agent of estates and properties for and on behalf of executors, administrators and trustees, or other persons;

Guarantee of investment.

(*g.*) guarantee any investment made by the Company as agent or otherwise.

Investment of trust moneys.

11. The Company shall invest trust moneys as follows, and may manage sell or dispose of such investments as the terms of the trust require,—

Mortgages of real estate.

(*a.*) upon first mortgages, privileges and hypothecs of improved freehold property of ample value in Canada, and may accept personal property or covenants by way of collateral security thereto;

Stock and securities.

(*b.*) in the stock, funds or government securities of Canada, or of any former, present or future province of Canada, or of the United States, or guaranteed thereby respectively, or in bonds or debentures of any municipal corporation in any such province, (other than municipal corporations having a population of less than two thousand or an annual rate of assessment exceeding two cents on the dollar,) or in the bonds and debentures of any school district in any such province, or in the public stock, funds, or government securities of the United Kingdom, or any of the colonies or dependencies thereof;

R.S.C., c. 124, s. 50.

(*c.*) in any securities or stocks mentioned in section 50 of *The Insurance Act*;

Securities specified by a court.

(*d.*) in such securities as are specified by the terms of any trust, or by the order, judgment or decree of a court, judge or prothonotary.

Existing securities.

2. Nothing in this section shall prevent the Company from holding securities of any other kind which form or are part of any trust estate which comes into its hands, and it may hold such securities subject to the trusts and legal obligations attached thereto, but in case of the realization of any portion

thereof the proceeds shall be invested as herein directed unless the will, deed, order or instrument creating the trust has provided otherwise.

Trust funds to be kept separate.

12. The moneys and securities of any such trust shall always be kept distinct from those of the Company, and in separate accounts, and so marked for each particular trust as always to be distinguished from any other in the registers and other books of account to be kept by the Company, so that at no time shall trust moneys form part of or be mixed with the general assets of the Company; and the Company shall, in the receipt of rents and in the overseeing and management of trusts and other property, keep distinct records and accounts of all operations connected therewith; provided that in the management of the money and property held by the Company as trustee, or in any other official capacity, under the powers conferred by this Act, the Company may, unless the authority making the appointment otherwise directs, invest the trust money in the manner provided by section 11 of this Act in a general trust fund of the Company; provided, however, that the total amount of money of any one trust invested in the said general trust fund shall not, at any time exceed three thousand dollars.

Proviso.

Trust property not liable for debts of Company.

13. Moneys, properties and securities received or held by the Company upon trust or as agent shall not be liable for the debts or obligations of the Company.

Accounts to be rendered by Company when made trustee by a court.

14. In case of the appointment of the Company to any trust or office by any court in Canada, or any judge or prothonotary thereof, such court, judge or prothonotary may, from time to time, require the Company to render an account of its administration of the particular trust or office to which it has been appointed, and may from time to time appoint a suitable person to investigate the affairs and management of the Company, and as to the security afforded to those by or for whom its engagements are held, and such persons shall report thereon to such court, judge or prothonotary, and the expenses of such investigation shall be borne as ordered by such court, judge or prothonotary.

Real estate which may be held.

15. The Company may hold such real estate as is necessary for the transaction of its business, not exceeding the net yearly value of ten thousand dollars, and any further real estate of whatever value which, being mortgaged or hypothecated to it, is required by it for the protection of its investments, and may, from time to time sell, mortgage, lease or otherwise dispose thereof; but the Company shall sell any real estate acquired in satisfaction of any debt due to itself, other than as trustee or in an official capacity, within seven years after such acquisiton, unless such time shall be extended by order of the Governor in Council.

Investment of moneys of Company.

16. The Company may invest any moneys forming part of its own capital, or reserve or accumulated profit thereon, in any of the securities mentioned in section 11 of this Act, or, in the bonds or debentures of any incorporated building

society or loan company, or on the security of real estate in Canada or of any interest in such real estate, or on the security of the debentures, bonds, stock and other securities of any chartered bank or company incorporated by or under the authority of the Parliament of Canada, or of the legislature of any former, present or future province of Canada, as the directors deem expedient.

Note issue prohibited.

17. Nothing in this Act shall be construed to authorize the Company to issue any note payable to the bearer thereof, or any promissory note intended to be circulated as money or as the note of a bank, or to engage in the business of banking or insurance, except as provided in section 9 hereof.

Banking prohibited.

Provincial laws not affected.

18. The powers and authority hereby granted to the Company shall not have any force or effect in any province in any respect in which they are inconsistent with the laws of such province.

R.S.C., c. 124.

19. The provisions of *The Insurance Act* shall apply to the Company with respect to its business of title insurance.

Deposit with Receiver General.

2. The initial deposit with the Receiver General for a license for the said business shall be fifty thousand dollars, provided that within two years from the issue of such license the said deposit shall be increased to the sum of at least seventy-five thousand dollars; provided further that the Treasury Board may from time to time require such further increases in the said deposit as may be deem expedient.

Security for losses and expenses.

3. The said deposit shall be regarded as security for the payment of losses and expenses incurred in respect of the title insurance business of the Company.

Annual statement to be given to Minister of Finance.

20. In addition to the statement required by virtue of subsection 1 of section 19 of this Act, the Company shall prepare and annually transmit to the Minister of Finance a statement in duplicate, verified by the oath of the president, vice-president, manager or secretary, setting forth the capital stock of the Company, the proportion thereof paid up, the assets and liabilities of the Company other than such as appertain exclusively to its title insurance business, and the trust property held by it, and such other details as the said Minister requires, and such statement shall be made up to the thirty-first day of December in each year.

R.S.C., c. 118.

21. *The Companies Clauses Act*, except sections 7, 18 and 39 thereof, shall apply to the Company.

No. 99.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Title Guarantee and Trust Company.

Reprinted as proposed to be amended in the Banking and Commerce Committee.)

(PRIVATE BILL.)

MR. CAMPBELL.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 100.] **BILL.** [1905.

An Act respecting the Guelph and Georgian Bay Railway Company.

Preamble.

1903, c. 125.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for construction of railway extended.

1. The Guelph and Georgian Bay Railway Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may finish the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced, and such expenditure is not so made, or if the said railway is not finished and put in operation within the said periods respectively, the powers of construction conferred upon the said company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Section 14 repealed.

2. Section 14 of chapter 125 of the statutes of 1903 is repealed.

No. 100.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Guelph and Georgian Bay Railway Company.

First reading, March 7, 1905.

(PRIVATE BILL.)

MR. GUTHRIE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 101.] **BILL.** [1905.

An Act to incorporate the Winding Ledges Power and Boom Company, Limited.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. The Honourable John Costigan, of the city of Ottawa, Ontario; Thomas J. Cochran, Thomas Malcolm and Frederick C. Dayton, of Edmundston, New Brunswick; G. G. Grundy, of Rivière du Loup, Quebec; M. Gauvreau, of Stanfold, Quebec; John M. Stevens, of Edmundston, New Brunswick; Thomas Clair, of Clair, New Brunswick; the Honourable Albert A. Burleigh, of Houlton, Maine; the Honourable Redfield Proctor, of Proctor, Vermont; the Honourable Charles A. Milliken, of Augusta, Maine; Abner W. Hayford, of Boston, Massachusetts; the Honourable Peter C. Keegan, of Van Buren, Maine, and such persons as become shareholders in the company, are incorporated under the name of the "Winding Ledges Power and Boom Company, Limited," hereinafter called "the Company."

Corporate name.

Provisional directors.

2. The persons named in section 1 of this Act shall be the first or provisional directors of the Company, a majority of whom shall constitute a quorum, and they shall have all the powers which are conferred upon directors by *The Companies Clauses Act.*

Powers.

Capital stock.

3. The capital stock of the Company shall be two hundred thousand dollars, divided into shares of one hundred dollars each, and may be called up by the directors from time to time as they deem necessary, but no call subsequent to the allotment of shares shall exceed ten per cent, nor be made at less intervals than two months.

Increase of capital.

2. The directors may, after the whole capital stock has been subscribed, and the whole has been paid thereon in cash, increase the amount of the capital stock, from time to time, to an amount not exceeding one million dollars, but the stock shall not be increased until a resolution of the board of directors authorizing such increase has been first submitted to and confirmed by a majority of the shareholders representing at least two-thirds in value of the subscribed stock of the Company present at a special meeting of the shareholders duly called for the purpose of considering such by-law.

Head office.

4. The head office of the Company shall be at Edmundston, in the county of Madawaska, in the Province of New Brunswick, at which all meetings of the shareholders shall be held; but the directors may meet elsewhere, as provided by the by-laws of the Company.

"Logs" defined.

5. In this Act, unless the context otherwise requires, the expression, "logs" shall mean logs, timber and wood of any kind, and the expression "local logs" shall mean logs, timber and wood of any kind in respect to the holding, collecting, securing, separating, sorting out, rafting or driving of which above the Grand Falls, the owners thereof have requested the Company to take charge.

Power to construct dam in St. John River.

6. The Company may construct, equip, maintain and operate a dam, with the right of flowage, in the Saint John River, at or near the Winding Ledges, in the parish of St. Francis, in the county of Madawaska, in the Province of New Brunswick, from any point along the bank or shore of the said river to the boundary line in the said river between Canada and the United States, and may connect the said dam with a dam to be built from the opposite shore of the said river in the State of Maine, and may build, maintain and operate all such other dams, wing dams, sluices, conduits, booms, sheer booms, piers, wharfs, slips, buildings and other works above the said dam to the mouth of the Saint Francis River and below the said dam to the Grand Falls, in the county of Victoria, in the Province of New Brunswick, in the said St. John River, or in any of its tributaries, necessary for the purposes of the Company.

Booms, wharfs, buildings, etc.

Construction and maintenance of dam.

2. The said dam shall be constructed in such manner as will permit of the safe passage or transmission of all logs, and shall be maintained free of charge for the use of all persons (except to the owner or owners of local logs) who may desire to pass or transmit their logs, and the Company shall be liable to pay damages to any owners of property injured by any overflowing of the waters of the said Saint John River, caused by the said dam.

Compensation for damages.

3. The Company shall be liable to pay to any persons injured (except to the owners of local logs) compensation for any loss, damage, expense, detention, obstruction, or any unnecessary delay caused by the said dams, wing dams, sluices, conduits, booms, shear booms, side booms, piers, wharfs, slips, buildings or other works of the Company, or by the erection and maintenance of the said dams and other works, in the driving and floating down the Saint John River of any logs (except local logs).

Fish-ways.

4. The Company shall, without delay, build and maintain in the said dams such fish-ways and of such design as may be prescribed by law.

Management of logs.

7. The Company may, by means of and through the works aforesaid, hold, collect, secure, separate, sort out, raft and drive over the said dam all logs, including local logs, that may come into or be driven within the Company's booms above the said dam; and may, in addition to its own logs, contract to hold, collect, secure, separate, sort out, raft and drive to their destin-

ation, all local logs coming over the said dam or into the Saint John River out of any river or stream, or in any other manner whatsoever below the said dam and above the Grand Falls that may be intended for any and all saw or pulp mills or other manufactories that are now or may be hereafter built and operate along the Saint John River, below the said dam and above the Grand Falls, provided, however, all logs, except local logs, which shall come into or be driven within the Company's booms shall, without any unnecessary delay, be separated by the Company from the Company's logs and from local logs, and be driven out of the said booms into the river at the cost and expense of the Company.

Rights of Madawaska Log Driving Company.

2. The Madawaska Log Driving Company may place one or more men if necessary at the said booms, and at the expense of the Company hereby incorporated, to see that all logs, except the Company's logs and local logs, are all and properly passed by, and if not passed by to the satisfaction of the Madawaska Log Driving Company, may itself take charge of and pass by all logs, except local logs and the logs of the Company hereby incorporated.

Prize and unmarked logs.

8. Subject to the provisions of any Act of the Legislature of the Province of New Brunswick, the Company shall not take or hold within its booms any prize or unmarked logs, and any person interested may go upon the property of the Company at any reasonable time and in any reasonable manner, and search for such prize or unmarked logs, but the Company shall have its proper proportion of the proceeds of the sale thereof; provided, however, the Company may, by and with the consent in writing of all owners of logs operating on the said Saint John River, or any of its tributaries above the said dam, which consent must be served upon the Company at least two months before the driving season opens, hold the said prize or unmarked logs in its booms to be disposed of as hereinafter provided; and provided also the holding of the said prize or unmarked logs in the Company's booms shall be optional with the Company unless a bond satisfactory to the Company shall have been given to the Company to indemnify it against any damages which may arise by reason of the holding in its booms of the said prize or unmarked logs.

Passage of logs not to be interrupted.

9. Such piers, booms and other works authorized to be placed in the Saint John River by the Company shall be so constructed and maintained by the Company as to not unnecessarily obstruct, hinder or delay the free aud uninterrupted passage down the said river to and below the said dam all logs except the local logs and logs of the Company.

Registration of marks.

10. The Company shall keep at its office at or near the said dam a book in which shall be registered, as soon as possible, the mark or marks now in use and registered or which may be hereafter registered with the Fredericton Boom Company, together with the name or names of the owner or owners thereof, and the said book shall be open, at all reasonable times, to the inspection of all persons interested; and it shall be the duty of all owners of local logs, by notice in writing to the Company hereby incorporated to register with this Com-

pany, in proper season, their marks, which marks must be in some respect plainly different and easily distinguishable from the marks registered in the name or names of any other person or persons either with the Fredericton Boom Company or with this Company, otherwise this Company may refuse to register the said marks; and the persons in whose names the said marks have been registered with this Company, shall, so far as affects this Company, be deemed to be the owner or owners of all logs bearing the said marks, and this Company may refuse to take charge of any local logs not bearing the registered mark of the owner thereof, except with the consent in writing of the owner of the registered marks on the said local logs; and the Fredericton Boom Company shall permit this Company, or its authorized agent, at all reasonable times, to have access to and inspect the books and records of the Fredericton Boom Company, containing the registered marks and the owners thereof, and to make true copies thereof, free of charge to this Company.

Proceedings respecting local logs.

11. The Company shall hold, collect, secure, separate and sort out within its booms above its dams, and, when requested so to do, drive over the said dam, all local logs which shall come into or be driven within the Company's booms at any time between the opening of the spring and the river being entirely free from ice and the first day of November in each year while this Act remains in force, providing the owner or owners of the said local logs shall have furnished the Company with the marks of the said local logs a reasonable time before the opening of the spring and at least fifteen days before the said local logs come into the Company's booms, and after so furnishing the said marks all logs bearing any of the said marks shall be considered local logs so soon as they come within the said booms and shall be under the full control of, and be liable to boomage charges and other charges of, the Company.

Charges for handling local logs.

12. The Company may charge a reasonable compensation for holding, collecting, securing, separating, sorting out, booming and for any other work done in connection with the said local logs, within its booms above the said dam, and may by by-laws, from time to time, fix uniform tolls and charges therefor on the different kinds of logs, which said by-laws shall be subject to the approval of the Governor in Council; and the Company may also fix by contract with the owner or owners of the said local logs, the charges to be made by the Company for all local logs contracted for by and with the Company to be driven or rafted and driven to their destination above the Grand Falls and below the said dam; and the Company shall have a lien on the said local logs, whether manufactured or not, in respect to which boomage and other charges (including those for driving or rafting and driving) of the Company have not been paid for a period of two months after the said logs have reached their destination; and, if the said logs have not gone out of the possession of the Company, the Company may retain the said local logs or a sufficient part thereof to pay the said charges, and all other expenses afterwards incurred in connection therewith, until they are paid:

and if the owner or owners of the said local logs shall not within ten days after the said local logs have been surveyed by the Company, pay the said charges and expenses, the Company shall be entitled to a reasonable compensation for the keeping of the said local logs, which shall be deemed to be at the risk of the owners thereof, and the Company may, if default in the payment of all the said charges against the said local logs continue for a further ten days, sell the said logs, or so much thereof as shall be sufficient to pay all of the said charges and expenses, at public auction on giving ten days notice of the time and place of sale to be published in the Royal Gazette of the Province of New Brunswick, or by sending a notice of the time and place of sale by registered letter to the person or persons who furnished the mark or marks on the said local logs, at least ten days before such sale, and after deducting from the proceeds of such sale all of the said charges, and also the expenses of keeping the said local logs, and the expenses of such sale, as well as all other incidental expenses, shall pay over the surplus, if any, to the owners of the said local logs.

Measurement of local logs.

13. All local logs shall be measured by a competent surveyor, duly sworn, who shall be employed and paid by the Company, whose survey shall be conclusive upon the parties, unless the owners of such local logs shall give notice to the Company, within three days after the said local logs have been surveyed, of their dissent to such survey, then and in such case the differences shall be settled and determined in the manner prescribed by section 16 of this Act.

Sale of prize and unmarked logs.

14. Under the authority which may be conferred upon the Company by section 8 of this Act, and subject to the provisions contained in the said section, the Company may, from time to time as the directors deem expedient, between the hours of ten o'clock in the forenoon and two o'clock in the afternoon, sell by public auction at a public place in Edmundston, aforesaid, first giving fifteen days' notice, by advertisement in the Royal Gazette of the Province of New Brunswick, all such prize or unmarked logs, except such as may be in joints or shackle booms, as may have been found within the booms of the Company during the season, and shall at the time of such sale exhibit and post for the information of purchasers, a survey bill of all such prize or unmarked logs in the said booms and so offered for sale as aforesaid, and after deducting the costs and charges of selling the same, together with the boom fees, which are hereby authorized to be charged according to the scale fixed for local logs, shall, at the winding up of the year's operation, distribute the net proceeds of such sales among the several persons having marked logs in the said booms, or who may have had marked logs therein previous to the time of such sale during the season, and on which boomage charges have been paid to the Company, in fair and just proportion according to the quantity of marked logs such persons may have coming through the said booms; provided nothing herein contained shall give to the Company the right to sell any logs which at the time of

such sale shall be in the cnstody of the law, or shall have been adjudged the property of any person claiming them.

Liability of Company for loss of logs.

15. The Company shall not be liable for the loss of any local logs which may pass out of or by the said booms, or escape therefrom, unless such loss is occasioned by the neglect or default of the Company, its agents or servants; provided that the Company shall be bound to follow and use due diligence to collect together and pick up and secure and raft all such local logs which may pass out of, or escape from, or run below the said booms, before such logs go over the Grand Falls, the expense of such following, picking up, securing, ratting and delivering to be a charge on the said local logs and be paid by the owners thereof, when such escape is not the result of the negligence or default of the Company.

Arbitration of disputes.

16. All questions of difference or dispute of any kind relating to the quantity of up river logs, or to the mode of ratting or other work done in connection with the said local logs, shall be submitted to the arbitrament and award of three persons indifferently chosen by the parties; and the award of such arbitrators, or any two of them, shall be final and conclusive between the parties, and the said arbitrators, or any two of them, shall also determine and award by whom and how the expenses of such reference shall be paid; provided that such reference may be made to one person, if the parties can agree upon such one, who shall be vested with the like powers herein assigned to the three arbitrators.

Lumbering.

17. The Company, by means of and through the works aforesaid, may carry on the business of lumberers and manufacturers of lumber and lumber products in all its branches, including the manufacture of pulp and paper and other business incident thereto or connected therewith, and may erect and operate lumber mills and pulp and paper mills on or near the Saint John River or any of its tributaries above the Grand Falls, and may, for all or any of the said purposes, purchase, hold, lease, or otherwise acquire, lands and limits and rights to cut logs, and other property real and personal, movable and immovable, and may get, and manufacture logs, and may improve, extend, manage, develop, lease, exchange, sell and deal in any other way in lumber and lumber products of all kinds, including pulp and paper.

Pulp and paper.

Property.

Purchase of other businesses.

18. The Company may purchase or otherwise acquire any business within the objects of the Company, and any lands, property, privileges, water powers, rights, contracts, and liabilities appertaining thereto, and may let or sublet any property of the Company, and may sell or otherwise dispose of the business, property or undertaking of the Company, or any part thereof, for such considerations as the Company thinks fit, and in particular for shares, debentures or securities of any other company.

Tramways.

19. The Company may construct, maintain and operate, for its own use or otherwise, tramways, to be worked by electricity or otherwise, above the Grand Falls, and for such purpose may erect poles and do all other things necessary therefor.

Water and electric power.

20. The Company may supply water, hydraulic, electric or other power for any purpose by means of wires, cables, machinery, or other appliances, including the said dam and appliances connected therewith, at such rates and upon such conditions as are agreed upon, and may construct, maintain and operate works for the production, sale and distribution of electricity and pneumatic power for the purposes of power light, heat and driving logs or lumber.

1903, c. 58, s. 195.

21. Section 195 of *The Railway Act*, 1903, shall apply to the Company.

Expropriation powers.

22. Lands actually required for the construction, maintenance and operation of the Company's mills, dams, wing dams, sluices, conduits, booms, side booms, shear booms, piers, wharfs, slips, buildings, roads, tramways and other works of the Company, may be taken and used by the Company; and to this end, after a plan of such lands has been approved of by the Governor in Council, all the provisions of *The Railway Act*, 1903, which are applicable to such taking and using shall, so far as they are applicable thereto, apply as if they were included in this Act; and all the provisions of *The Railway Act*, 1903, which are applicable shall, in like manner, apply to the ascertainment and the payment of the compensation for, or damages to, lands arising out of such taking and using, or the construction or maintenance of the works of the Company or the exercise of any of the powers of the Company under this section.

Power to acquire property of the incorporators.

23. The Company may purchase, lease and acquire timber and other lands, including the property of the incorporators or any of them, and the whole or any of the good will, stock in trade, assets and property real and personal, movable or immovable of the incorporators or other persons in connection with the said business, subject to the obligations, if any, affecting the same, and may pay the price thereof wholly in cash or wholly or partly in fully paid up or partly paid up shares of the Company or wholly or partly in debentures of the Company, or otherwise, and may mortgage, sell or otherwise dispose thereof.

Borrowing powers.

24. The directors, under the authority of a resolution of the shareholders passed at any special meeting called for the purpose, or at any annual meeting at which shareholders representing at least two-thirds in value of the issued capital stock of the Company are present or represented by proxy, may from time to time at their discretion borrow moneys for the purposes of the Company and secure the repayment thereof in such manner and upon such terms and conditions as they see fit, and for this purpose may mortgage, pledge, hypothecate or charge the assets and property of the Company; provided that the aggregate amount so borrowed shall not, at any time, be greater than seventy-five per cent of the actual paid up stock of the Company; but this limitation shall not apply to commercial paper discounted by the Company.

Joint operation or amalgamation with St. John River Dam Company.

25. The Company may construct, maintain and operate any of its franchises and works jointly, and may amalgamate with the St. John River Dam Company, a company incorporated under the laws of the State of Maine, one of the United States, and, whenever it is deemed advisable or becomes necessary, may connect its works with the works of such other company.

Passage for boats.

26. The Company shall provide a suitable passage, for or means of transporting, boats and other water-craft of all kinds by the dam, for all persons having occasion to use the same to pass the said point, or in lieu thereof shall convey the said boats or water-craft by the said dam free of expense to the owner or person using or in possession thereof.

Time for construction of works limited.

27. The construction of the said works shall be commenced within three years and completed within six years from the passing of this Act, otherwise the powers hereby granted shall cease and be null and void as respects so much of the said works as then remains uncompleted.

No. 101.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Winding Ledges Power and Boom Company.

First reading, March 7, 1905.

(PRIVATE BILL.)

MR. COSTIGAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 102.] **BILL.** [1905.

An Act respecting a patent of the Gold Medal Furniture Manufacturing Company, Limited.

Preamble.

WHEREAS the Gold Medal Furniture Manufacturing Company, Limited, of Toronto, has, by its petition, represented that it is the holder of letters patent issued under the seal of the Patent Office, and dated the sixteenth day of June, one thousand eight hundred and ninety-one, for patent number thirty-six thousand eight hundred and thirty-one, for improvements in wire fabrics; and whereas the said company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Commissioner of Patents may extend term of patent.

1. Notwithstanding anything in *The Patent Act*, or in the letters patent mentioned in the preamble, the Commissioner of Patents may receive from the Gold Medal Furniture Manufacturing Company, Limited, the application for a certificate of payment and the usual fees for an extension of the duration of the said patent for the term of six years, and may grant and issue to the said company the certificate of payment of fees provided by *The Patent Act*, and an extension of the duration of the said patent for the term of six years from the sixteenth day of June, one thousand nine hundred and six.

No. 102

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting a patent of the Gold Medal Furniture Manufacturing Company, Limited.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. CAMPBELL.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 103.] **BILL.** [1905.

An Act respecting the Richmond and Drummond Fire Insurance Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 183.

1. Notwithstanding the provisions of section 24 of *The Insurance Act*, the time limited therein for obtaining a license from the Minister authorizing the Richmond and Drummond Fire Insurance Company to carry on the business of fire insurance, is extended for two years from the twenty-fifth day of June, one thousand nine hundred and five. Time for obtaining license extended.

No. 103.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Richmond and Drummond Fire Insurance Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. TOBIN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 104.] **BILL.** [1905.

An Act respecting the Northern Bank.

Preamble. 1903, c. 168; 1904, c. 105.

WHEREAS the Northern Bank has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for obtaining certificate of Treasury Board extended.

1. Notwithstanding the provisions of section 15 of *The Bank Act*, the time limited therein for granting the certificate therein mentioned by the Treasury Board to the Northern Bank, is hereby extended for one year from the fifteenth day of June, one thousand nine hundred and five.

Powers of Bank extended for one year.

2. Notwithstanding the provisions of section 16 of *The Bank Act*, the limit of one year for obtaining a certificate from the Treasury Board shall be one year from the fifteenth day of June, one thousand nine hundred and five.

No. 104.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Northern Bank.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. BOLE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 105.] **BILL.** [1905.

An Act to incorporate the Ontario Fire Insurance Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. William Robinson, of the city of Halifax, Nova Scotia, Robert Thomson, of the city of St. John, New Brunswick, Walter V. Eastmure, of the city of Montreal, Quebec, William S. Holland, of the city of Vancouver, British Columbia, Arthur L. Eastmure, Bertram G. Walker, William H. Hedges, Edmund T. Lightbourn, George W. Monk, Goldwin L Smith, His Honour Judge F. M. Morson and Francis J. Lightbourn, all of the city of Toronto, in the Province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Ontario Fire Insurance Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company, a majority of whom shall be a quorum, and they may forthwith open stock books, procure subscriptions of stock for the undertaking, make calls on stock subscribed and receive payments thereon, and shall deposit in a chartered bank in Canada all moneys received by them on account of the Company, and shall withdraw the same for the purposes of the Company only, and may do generally what is necessary to organize the Company. Provisional directors.

3. The capital stock of the Company shall be five hundred thousand dollars, divided into shares of one hundred dollars each. Capital stock.

2. The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors determine; the first instalment shall not exceed twenty-five per cent and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice of the calling of each subsequent instalment shall be given, and every shareholder shall have the right to pay in full for any stock subscribed for by him, or any portion of subscribed stock not less than ten per cent or any multiple thereof, or uncalled instalment or balances of payments in respect of any subscription at any time. Payment of calls.

3. The directors may, after the whole capital stock has been subscribed and fifty per cent paid thereon in cash, increase the Increase of capital,

amount of the capital stock from time to time to an amount not exceeding one million dollars, but the stock shall not be increased until a resolution of the directors authorizing such increase has first been submitted to and confirmed by two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders duly called for that purpose.

Head office.

4. The head office of the Company shall be in the city of Toronto, in the county of York, and Province of Ontario, but branch offices, sub-boards or agencies may be established elsewhere in such manner as the directors from time to time direct.

Branch offices.

First general meeting.

5. So soon as two hundred and fifty thousand dollars of the capital stock have been subscribed and twenty-five per cent of that amount paid into some chartered bank in Canada, the provisional directors shall call a meeting of the shareholders at some place to be named in the said city of Toronto, at which meeting the shareholders present or represented by proxy who have paid not less than ten per cent on the amount of shares subscribed for by them shall elect a board of not more than fifteen and not less than nine directors, of whom a majority shall form a quorum.

Election of directors.

Qualification of directors.

2. No person shall be a director unless he holds in his own name and for his own use at least twenty shares of the capital stock of the Company, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Annual meeting.

6. A general meeting of the Company shall be held at the head office, annually on the third Wednesday in February after the organization of the Company and commencement of business; and at such meeting a statement of the affairs of the Company shall be submitted.

Special general meetings.

2. Special general meetings may at any time be called by any five of the directors or by requisition of any twenty-five shareholders, specifying in the notice the object of such meeting.

Notice of meetings.

3. Notice of each such meeting shall be sufficiently given by printed or written notice to each of the shareholders mailed at least twenty days before the day for which the meeting is called, and addressed to the addresses of the shareholders respectively given in the books of the Company.

Business of Company.

7. The Company may make contracts of insurance against loss or damage by fire or lightning in or to any house, dwelling, store or other building, and to any goods, merchandise, chattels, bridges, railway plant or personal estate for such time and for such premiums or considerations, and under such modifications and restrictions and upon such conditions as are agreed upon between the Company and the insured, and the Company may generally carry on the business of fire insurance in all its branches, including the right to cause itself to be insured against any risk it may have undertaken, and to re-insure any other person against any risks that such person may have undertaken.

Re-insurance.

8. Before obtaining the license required by *The Insurance Act* at least sixty-five thousand dollars of the capital stock shall be paid into the funds of the Company to be appropriated only for the purposes of the Company under this Act, and thereafter in each succeeding year for three years a further sum of fifteen thousand dollars shall be paid annually in cash upon the capital stock of the Company. Amount to be paid in before license obtainable.

9. This Act, and the Company, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act.* R.S.C., c. 124.

10. *The Companies Clauses Act*, except sections 18 and 39 thereof, shall apply to the Company, in so far as it is not inconsistent with any of the provisions of *The Insurance Act.* R.S.C., c. 118

No. 105.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Ontario Fire Insurance Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. BOYCE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 106.] **BILL.** [1905.

An Act respecting the Dominion Atlantic Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Power to purchase Midland Ry. Co. of Nova Scotia.

1. The Dominion Atlantic Railway Company, hereinafter called "the Company," may purchase the undertaking, property, assets, rights, privileges and franchises of the Midland Railway Company, Limited, a company incorporated by chapter 85 of the statutes of 1896 of Nova Scotia.

To be known as Midland Division of Dominion Atlantic Ry. Co.

2. The said undertaking, property, assets, rights, privileges and franchises of the Midland Railway Company, Limited, comprising, amongst other property, the railway of the said company as constructed from Windsor, in the county of Hants, to a point at or near Truro, in the county of Colchester, and the rolling stock, equipment, sidings, branches, terminals and other property appurtenant to the said railway when acquired by the Company, shall be operated by the Company and be designated and known as the "Midland Division of the Dominion Atlantic Railway Company."

Issue of securities thereon.

3. The Company may issue securities upon the said Midland Division of its railway for an amount not exceeding five thousand pounds sterling per mile of the said division as now constructed or hereafter to be constructed.

No. 106.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Dominion Atlantic Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. BLACK.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 107.] **BILL.** [1905.

An Act respecting a certain patent of Celeste Joly.

Preamble.

WHEREAS Celeste Joly, of the city of London, England, has, by his petition, represented that on the sixteenth day of February, one thousand nine hundred and three, he obtained letters patent of the Kingdom of Belgium for an invention relating to "Monorail Railways or Trams;" that on the thirteenth day of May, one thousand nine hundred and three, the said Joly obtained letters patent of the Republic of France for the same invention; that on the fourteenth day of October, one thousand nine hundred and three, the said Joly obtained letters patent of the United Kingdom for the same invention; and that on the sixth day of September, one thousand nine hundred and four, the said Joly obtained letters patent of the United States for the same invention; that in accordance with section 7 of *The Patent Act* an application for a patent of Canada should have been made to the Commissioner of Patents on or before the sixteenth day of February, one thousand nine hundred and four; that such application was not made until after the said date when the Commissioner of Patents could not, because of the provisions of *The Patent Act*, cause letters patent for the said invention to issue; and whereas the said Joly has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Commissioner of Patents may issue letters patent.

1. Notwithstanding anything in *The Patent Act*, the Commissioner of Patents may grant and issue to the said Celeste Joly letters patent for the said invention in pursuance of the said application as if the said application had been duly received by the Commissioner of Patents prior to the sixteenth day of February, one thousand nine hundred and four.

Existing rights saved.

2. If any person has, within the period between the sixteenth day of February, one thousand nine hundred and three, and the date of the issue of the letters patent herein authorized to be issued, commenced to manufacture, use and sell such invention, such person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed.

No. 107.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting a certain patent of Celeste Joly.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. SMITH,
(Nanaimo.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 108.] **BILL.** [1905.

An Act to incorporate the Western Life Insurance Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Frederick William Jones, of the town of Golden, in the Province of British Columbia, Alan Joseph Adamson, of Rossthern, in the North-West Territories, Henry Healy Williams, Edward Seybold, John Gillanders Turriff and William Clark Perkins, all of the city of Ottawa, in the Province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Western Life Insurance Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act, together with such persons, not exceeding nine, as they associate with them, shall be the provisional directors of the Company, a majority of whom shall be a quorum, and they may forthwith open stock books, procure subscriptions of stock for the undertaking, make calls on stock subscribed, and receive payment thereon, and shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed, or otherwise received by them on account of the Company, and shall withdraw the same for the purposes only of the Company, and may do generally what is necessary to organize the Company. Provisional directors. Powers.

3. The capital stock of the company shall be one million dollars, divided into shares of one hundred dollars each. Capital stock.

4. The head office of the Company shall be in the city of Winnipeg, in the province of Manitoba, or in such other place in Canada as the directors from time to time determine Head offices.

2. The directors may, from time to time, establish branches, sub-boards or agencies, either within Canada or elsewhere, as they deem expedient. Branch office.

5. So soon as two hundred and fifty thousand dollars of the capital stock of the Company have been subscribed, and ten per cent of that amount paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders of the Company at some place to be named in the city of Winnipeg, at which meeting the shareholders present or represented by proxy, who have paid not less than First general meeting. Election of directors.

ten per cent on the amount of shares subscribed for by them, shall elect a board of not less than seven nor more than twenty-five directors, of whom a majority shall be a quorum.

Qualification.

2. No person shall be a director unless he holds in his own name and for his own use at least fifty shares of the capital stock of the Company, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Powers of directors.

Remuneration.

6. The directors may pay all expenses incurred in connection with this Act, and, in addition to any other powers possessed by them, the directors may, if authorized by the Company in general meeting, determine the remuneration, if any, of the directors, and of all boards and local boards which they may establish.

President and vice-presidents.

7. The directors shall elect from among themselves a president of the Company and one or more vice-presidents.

Calls on stock.

When business may be commenced.

8. The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors appoint; the first instalment shall not exceed twenty-five per cent, and no subsequent instalment shall exceed ten per cent, and not less than thirty days notice of any call shall be given; provided that the Company shall not commence the business of insurance until sixty-two thousand five hundred dollars of the capital stock have been paid in cash into the funds of the Company, to be appropriated only for the purposes of the Company under this Act; provided further that the amount so paid in by any shareholder shall not be less than ten per cent of the amount subscribed by such shareholder.

Annual meeting.

9. A general meeting of the Company shall be called once in each year after the organization of the Company and commencement of business, at its head office, and at such meeting a statement of the affairs of the Company shall be submitted.

Voting.

Proxies.

10. At all general meetings of the Company each shareholder present or represented by proxy shall have one vote for each share held by him. Every proxy must be himself a shareholder and entitled to vote.

Business of Company.

11. The Company may effect contracts of life insurance with any person, and may grant, sell or purchase life annuities, grant endowments depending upon the contingency of human life, and generally carry on the business of life insurance in all its branches and forms.

Real property.

12. The Company may acquire and dispose of any real property required in part or wholly for the use and accommodation of the Company; but the annual value of such property held in any province of Canada shall not exceed five thousand dollars, except in the province of Manitoba where it shall not exceed ten thousand dollars.

Distribution of profits.

13. The directors may, from time to time, set apart such portion of the net profits as they deem safe and proper for distribution as dividends or bonuses to shareholders and

holders of participating policies, ascertaining the part thereof which has been derived from participating policies, and distinguishing such part from the profits derived from other sources; and the holders of participating policies shall be entitled to share in that portion of the profits so set apart which has been so distinguished as having been derived from participating policies to the extent of not less than ninety per cent thereof; but no dividend or bonus shall at any time be declared or paid out of estimated profits, and the portion of such profits which remains undivided upon the declaration of a dividend shall never be less than one-fifth of the dividend declared.

Participating policy-holders.

14. All persons who are actual holders of policies from the Company for one thousand dollars or upwards, whether such persons are shareholders of the Company or not, and who are by the terms of their policies entitled to participate in profits, and are referred to in this Act as holders of participating policies, shall be members of the Company and be entitled to attend and vote in person or by proxy at all general meetings of the Company, and every holder of a participating policy of the Company for a sum not less than one thousand dollars shall be entitled to one vote for each one thousand dollars in his policy.

Husband or father.

2. A husband or father holding a participating policy on his life for the benefit of his wife or children shall be deemed a member of the Company.

Paid up policies issued in certain cases.

15. Whenever any holder of a policy other than a term or natural premium policy has paid three or more annual premiums thereon and fails to pay any further premium, or desires to surrender the policy, the premiums paid shall not be forfeited, but he shall be entitled to receive a paid-up and commuted policy for such sum as the directors ascertain and determine, or to be paid in cash such sum as the directors fix as the surrender value of the policy, such sum in either case to be ascertained upon principles to be adopted by by-law applicable generally to all such cases as may occur; provided that if such paid up and commuted policy or such cash payment is not demanded while such original policy is in force or within twelve months after default has been made in payment of a premium thereon, the Company shall, without any demand therefor, either issue such paid-up and commuted policy, or pay to, or place to the credit of, the policyholder such cash surrender value.

R.S.C., c. 118.

16. *The Companies Clauses Act*, except sections 7, 18, 39 and 41 thereof, shall apply to the Company in so far as the said Act is not inconsistent with any provisions of this Act or of *The Insurance Act*; provided, however, that the Company may make loans to its shareholders or policy holders, not being directors, on the securities mentioned in *The Insurance Act*.

Proviso as to loans.

R.S.C., c. 124.

17. This Act, and the Company, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*.

No. 108.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Western Life Insurance Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. ADAMSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 109] **BILL.** [1905

An Act respecting the Hudson's Bay and Pacific Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1896 (2nd Sess) c. 7; 1898, c. 65; 1901, c. 65; 1903, c. 129.

Time for construction of railway extended.

1. The construction of the railway of the Hudson's Bay and Pacific Railway Company may be commenced, and fifteen per cent on the amount of the capital stock expended thereon, within two years after the first day of October, one thousand nine hundred and five; and the railway finished and put in operation within five years after the first day of October, one thousand nine hundred and five, and if the railway is not so commenced and such expenditure is not so made, or if the railway is not finished and put in operation, within the said respective periods, the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

Sections extending time repealed.

2. Section 3 of chapter 65 of the statutes of 1898, section 1 of chapter 65 of the statutes of 1901, and section 1 of chapter 129 of the statutes of 1903, are repealed.

No. 109.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act respecting the Hudson's Bay and Pacific Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. CALVERT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No 110.] **BILL.** [1905.

An Act respecting the Toronto and Hamilton Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition : Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble. 1903, c. 196. 1904, c. 135.

1. Notwithstanding anything in chapter 196 of the statutes of 1903, or in *The Railway Act*, 1903, the Toronto and Hamilton Railway Company may construct its railway upon or along Burlington Beach in the county of Wentworth without the consent of the townships of Saltfleet and Nelson, upon the plans, profile and book of reference being sanctioned and approved of by the Board of Railway Commissioners for Canada as provided by *The Railway Act*, 1903. Construction of railway on Burlington Beach. Approval of Board of Railway Commissioners.

No. 110.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Toronto and Hamilton Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. CALVERT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 111.] **BILL.** [1905.

An Act to incorporate the Saskatchewan Bridge Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Charles M. Hays, Hugh A. Allan, William Wainwright, Joseph Hobson, H. A. Woods, Henry Phillips and William H. Biggar, all of the city of Montreal, and Frank Oliver and K. W. Mackenzie, both of the city of Edmonton, together with such persons as become shareholders in the company, are incorporated under the name of "The Saskatchewan Bridge Company," hereinafter called "the Company."

Corporate name.

Declaratory.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada.

Provisional directors.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company. If any provisional director shall die or resign before the first election of directors, the vacancy may be filled by the remaining provisional directors.

Capital stock.

4. The capital stock of the Company shall be two hundred and fifty thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office.

5. The head office of the Company shall be in the city of Montreal, or in such other place in Canada as the Company determines by by-law.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the third Tuesday in September.

Number of directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid officers of the Company.

Construction of bridge.

8. The Company may lay out, construct, maintain, work, manage and use a bridge for railway and general traffic purposes over the Saskatchewan River from a point at or near Strathcona to a point on the opposite side of the said river at or near Edmonton, both in the province of Alberta, with the necessary approaches and all tracks, machinery and appliances

For railway.

For passengers and vehicles.

Power to acquire real property.

required to enable any railway companies whose lines shall connect therewith to use the said bridge and approaches, and may construct and arrange the said bridge and approaches for the use of foot passengers and vehicles, or either, as well as for railway purposes, and may do and execute all other things necessary or convenient for the construction, working, maintenance and support of the said bridge and approaches, and may purchase, acquire and hold real estate, including land for terminals, sidings and other accommodation for the construction of the said bridge and approaches and for the convenient working of the traffic to, from and over the said bridge, as the Company deems necessary for any of the said purposes.

Construction of piers in Saskatchewan River.

9. The Company may, subject to the provisions of *The Railway Act*, 1903, erect and sink such piers, abutments, blocks and structures in the Saskatchewan River as are deemed necessary or desirable for the construction of the said bridge or to efficiently protect it from the effects of ice and freshets or for any other purposes in connection with the said bridge that the Company sees fit.

Expropriation of lands.

10. Subject to the provisions of *The Railway Act*, 1903, as to the taking of lands and the compensation to be made therefor, the Company may, from time to time, take and use such lands on either side of the said river as shall be required for the purpose of building, maintaining and supporting the said bridge and approaches and for terminal facilities and sidings in connection with the said bridge.

Bridge tolls.

11. So soon as the said bridge and approaches are completed and ready for traffic, all trains and cars using any railway then or thereafter constructed and connecting therewith shall, subject to the payment of tolls and compliance with the rules and regulations for the time being in force respecting the use of the said bridge and approaches, have and be entitled to the same and equal rights and privileges in the passage of the said bridge, so that no discrimination or preference shall be made in favour of or against any railway company whose trains pass over the said bridge.

Board of Railway Commissioners to determine disputes.

12. In case of any disagreement as to the rights of any railway company whose trains or cars pass over the said bridge and approaches, or as to the tolls to be charged therefor, the same shall be determined by the Board of Railway Commissioners for Canada.

Approval of tolls.

13. The Company may fix, charge and collect tolls for the passage of locomotives, trains, cars, animals, vehicles, pedestrians and traffic over the said bridge and approaches and for the use of the terminals in connection therewith, and may, from time to time, by regulation or otherwise, direct where, to whom and in what manner the said tolls shall be payable, but only such tolls shall be charged and collected by the Company as have been approved by the Board of Railway Commissioners for Canada.

Recovery of tolls.

14. In case of refusal or neglect of payment on demand of any such tolls, they may be sued for and recovered in any court of competent jurisdiction, or the agents or employees of the Company may seize the goods, cars or engines for or in respect of which such tolls are payable and detain them until payment thereof, and in the meantime the said property shall be in all respects at the risk of the owners thereof.

Regulations respecting bridge.

15. The Company may, subject to the sanction and approval thereof by the Board of Railway Commissioners for Canada, make such by-laws, rules and regulations as it deems necessary and proper for the control, management, working and use of the said bridge, approaches and terminal facilities

Agreements with certain companies.

16. The Company may enter into agreements with any other company duly authorized for the placing, maintaining and operating of wires and appliances for the transmission of electric power and energy along, upon or across the said bridge and approaches, and also with any electric street railway or tramway company respecting the use of the said bridge and approaches.

Agreements with other companies.

17. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Grand Trunk Pacific Railway Company, the Canadian Pacific Railway Company, or the Canadian Northern Railway Company.

Issue of securities.

18. The securities issued by the Company shall not exceed one million dollars.

Mortgage securing securities, tolls and revenues.

2. The said securities shall be secured by a mortgage deed of trust covering the said bridge, approaches, terminals and other property of the Company or such portion thereof as the Company deems advisable, and the said mortgage deed of trust may contain a provision, among others, that all tolls and revenues derived from the use of the said bridge, approaches, terminals and other property of the Company shall be specially charged and pledged as security for the payment of the said bonds, debentures or other securities and the interest thereon

Time for construction of bridge limited.

19. The bridge shall be commenced within three years and completed within seven years after the passing of this Act, otherwise the powers hereby granted to the Company shall cease and be null and void as respects so much of the works of the Company as then remains uncompleted.

1903, c. 58.

20. The provisions of *The Railway Act*, 1903, shall, so far as they are applicable and not inconsistent with the provisions of this Act, apply to the Company and to the operation of any trains or cars of any other company over the said bridge and approaches, but nothing in *The Railway Act*, 1903, shall be construed so as to prevent a director of the Grand Trunk Pacific Railway Company from being a director of the Company.

Proviso.

R.S.C., c. 118 not to apply.

21. *The Companies Clauses Act* shall not apply to the Company.

No 111.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Saskatchewan Bridge Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. SCOTT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 112.] **BILL.** [1905.

An Act respecting the Hamilton, Galt and Berlin Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 126.

1. Section 3 of chapter 126 of the statutes of 1903 is repealed, and in lieu thereof it is enacted that James Walter Lyon and Charles L. Dunbar, of the city of Guelph, Charles D. Haines and Hillhouse Brown, both of the city of Hamilton, and Edward Robinson Dewart, of the town of Dunnville, shall be the provisional directors of the Hamilton, Galt and Berlin Railway Company. Section 3 repealed. Provisional directors.

2. Section 8 of the said Act is amended by adding thereto the words "and to some point in or near the city of Guelph, in the county of Wellington, and also in or near the town of Hespeler, in the county of Waterloo. Section 8 amended. Line of railway authorized.

3. Section 11 of the said Act is repealed. Section 11 repealed.

4. The construction of the railway of the said company may be commenced, and fifteen per cent on the amount of the capital stock expended thereon, within two years after the passing of this Act, and the said railway may be finished and put in operation within four years after the passing of this Act, and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation, within the said respective periods, the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Time for construction extended.

No. 112.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Hamilton, Galt and Berlin Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. GUTHRIE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 113.] **BILL.** [1905.

An Act respecting the Ontario, Hudson's Bay and Western Railways Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Ont. 1890, c. 124; Ont. 1899, c. 101. 1901, c. 78.

Time for construction of railway extended.

1. The construction of the railway of the Ontario, Hudson's Bay and Western Railways Company may be commenced within three years after the passing of this Act, and the railway may be finished and put in operation within ten years after the passing of this Act, and if the railway is not so commenced, or is not finished and put in operation, within the said respective periods, the powers of construction granted to the said company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

No. 113.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Ontario, Hudson's Bay and Western Railways Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. DYMENT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 114.] **BILL.** [1905.

An Act respecting the Manitoulin and North Shore Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1900, c. 64; 1901, c. 74; 1902, c. 72; 1903, c. 148.

Time for construction of certain lines extended.

1. The railways described in chapter 64 of the statutes of 1900, and in chapter 148 of the statutes of 1903, may be commenced within two years and completed within five years after the passing of this Act, otherwise the powers granted for such construction shall cease and be null and void as respects so much thereof as then remains uncompleted.

Sections limiting time repealed.

2. Section 12 of chapter 64 of the statutes of 1900, and section 3 of chapter 148 of the statutes of 1903, are repealed.

Bonds and mortgage in schedule confirmed.

3. The first mortgage bonds authorized and issued by the Manitoulin and North Shore Railway Company, and the mortgage set out in the schedule to this Act, made between the Manitoulin and North Shore Railway Company and the Central Trust Company of New York, and dated the first day of January, one thousand nine hundred and three, to secure the due payment of the said first mortgage bonds, are declared to be valid and binding according to the terms thereof, and may be enforced as therein provided as fully and effectually as if the said terms were embodied in this Act.

SCHEDULE.

THE MANITOULIN AND NORTH SHORE RAILWAY COMPANY TO CENTRAL TRUST COMPANY OF NEW YORK.

First Mortgage.

This Indenture, dated the first day of January, in the year one thousand nine hundred and three, made by and between the Manitoulin and North Shore Railway Company, hereinafter called the Manitoulin Company, of the first part, and Central Trust Company of New York, a corporation duly created and existing under and by virtue of the laws of the State of New York, hereinafter called the Trustee, of the second part:

Whereas the Manitoulin Company has been incorporated by act of the Parliament of Canada, being chapter 64 of the statutes of Canada, 63–64 Victoria (1900), as amended by chapter 74 of the statutes of Canada, 1 Edward VII (1901); and

Whereas the Manitoulin Company under and by virtue of said chapter 64 of the statutes of Canada, 63–64 Victoria (1900), is empowered to lay out, construct and operate a railway extending from a point in or near the town of Little Current, in the district of Manitoulin, in the Province of Ontario, thence northerly and easterly a distance of one hundred miles, crossing the main line of the Canadian Pacific Railway Company at or near Onaping or Cartier stations, and also from a point in or near the township of Drury or Hyman on its said line of railway, thence easterly to the town of Sudbury, in the district of Nipissing. and also from a point at or near the said town of Little Current, thence southeasterly to a suitable point on the south shore of Manitoulin Island or Fitzwilliam Island, and from a point near Tobermoray, in the county of Bruce, thence south and easterly to the town of Meaford, in the county of Grey, passing through or near the towns of Wiarton and Owen Sound; and

Whereas the Manitoulin Company, under and by virtue of chapter 74 of the statutes of Canada, 1 Edward VII (1901), is empowered to construct and operate a line of railway from the town of Sudbury, in the district of Nipissing, thence northeasterly a distance of about fifty miles to Lake Tamagaming, and from a point on the Railway Company's line of railway in the township of Drury or Hyman, thence northwesterly by the most feasible route to a point on Lake Superior between Michipicoten Harbour and Betchewana Bay; and

Whereas so much of the line of railway of the Manitoulin Company as extends from Sudbury to the Gertrude Nickel Mine, a distance of thirteen and one-half miles, has been completely constructed and is now in operation; and

Whereas under and by virtue of an Act of the Legislature of Ontario, being chapter 23 of the statutes of Ontario, 1 Edward VII (1901), it is provided that the Lieutenant-Governor-in-Council may set apart out of the ungranted lands of Ontario and within the District of Algoma and grant as subsidies to the Manitoulin Company ten thousand acres of land per mile of the Manitoulin Company's line of railway from Meaford to Owen Sound, a distance of twenty-one miles; ten thousand acres of land per mile of said railway from Wiarton passing through the town of Little Current, in the district of Manitoulin, to White Fish River, in the district of Algoma, but not including fifteen miles of water communication, a distance of one hundred and five miles of railway or thereabouts; ten thousand acres of land per mile for the Manitoulin Company's steel car ferry lines from Tobermoray or some other suitable harbour on the north shore of the county of Bruce to Fitzwilliam Island or to the southeast shore of Manitoulin Island, a distance of fifteen miles or thereabouts; seven thousand four hundred acres of land per mile of said line of railway from White Fish River to Onaping station on the Canadian Pacific Railway line, a distance of forty-five miles or thereabouts; seven thousand four hundred acres of land per

mile of said line of railway from a point on the said railway at or near the southeast corner of the township of Trill to Sudbury, a distance of thirty miles or thereabouts; and seven thousand four hundred acres of land per mile of the said line of railway from the said point at or near the southeast corner of the township of Trill to a point one hundred and thirty miles westerly towards Michipicoten or Betchewana Bay; and

Whereas for the purposes of the construction and equipment of said line of railway and in the conduct of its business and property, the Manitoulin Company has become largely indebted, and it is expedient, and the Manitoulin Company desires, to fund its indebtedness and to provide for making additions and extensions, and for such purposes, and for the purchase of additional equipment and property, to borrow money; and

Whereas the shareholders of the Manitoulin Company, at a special general meeting called in the manner provided by *The Railway Act*, have authorized the directors of the Manitoulin Company to issue its bonds, to be known as its first mortgage five per cent thirty-year gold bonds, to be limited to the aggregate principal amount at any one time outstanding of $8,820,000 and to $30,000 per mile of railway of the Manitoulin Company at the time of issue constructed, to be of the denomination of $1,000 each, in coupon form, with the privilege of registration as to principal, to bear interest from January 1, 1903, at the rate of five per cent per annum, payable semi-annually on the first days of July and January in each year, to mature on the first day of January, 1933, and to be payable, both as to principal and interest, at the office or agency of the Manitoulin Company in the City of New York, in the State of New York, in the United States of America, in gold coin of said United States of or equal to the present standard of weight and fineness, free of tax, and to be redeemable at the option of the Manitoulin Company at par on any half-yearly interest day on thirty days' notice; and

Whereas for the purposes aforesaid, and in further pursuance of said resolutions of its board of directors and of its shareholders, the Manitoulin Company, in order to secure the payment of said first mortgage five per cent thirty-year gold bonds, has determined to execute and deliver a mortgage and deed of trust on and of all said lines of railway of the Manitoulin Company now owned or hereafter to be acquired, constructed or to be constructed, and on the appurtenant property, equipment, rights and franchises, and on and of all other railroads and all property of every character owned by the Manitoulin Company at the date of the execution and delivery of this indenture and at any time thereafter by it acquired, including any lands set apart by the Lieutenant-Governor-in-Council of the province of Ontario, and granted as subsidies to the Manitoulin Company, and on and of the revenues of the mortgaged premises; and

Whereas said resolutions of the shareholders of the Manitoulin Company were adopted and passed by the unanimous vote of holders of the entire capital stock of the Manitoulin Company at a special general meeting of said holders, held at Sault Ste. Marie, Ontario, on the 10th day of February, 1903, pursuant to resolutions of the board of directors of the Mani-

toulin Company calling such meeting, and pursuant to notice duly given by publication in accordance with the provisions of *The Railway Act* of Canada ; and

Whereas the bonds so to be issued are to be substantially in the following form :

DOMINION OF CANADA.

Province of Ontario.

No. $1,000.

THE MANITOULIN AND NORTH SHORE RAILWAY COMPANY.

First Mortgage Five per cent Thirty Year Gold Bond.

The Manitoulin and North Shore Railway Company, hereinafter called the Manitoulin Company, for value received, promises to pay to bearer, or, if this bond be registered, to the registered holder hereof, the sum of one thousand dollars, in gold coin of the United States of America of or equal to the present standard of weight and fineness, on the first day of January, 1933, at the office or agency of the Manitoulin Company in the City of New York, in the State of New York, in the United States of America, and to pay interest thereon from the first day of January, 1903, at the rate of five per centum per annum, payable at said office or agency, in like gold coin, semi-annually, on the first days of July and January in each year, upon presentation and surrender of the interest coupons hereto annexed, as they severally mature. Both the principal and interest of this bond are payable without deduction for any tax or taxes which the Manitoulin Company may be required to pay thereon or retain therefrom under any present or future law of the Dominion of Canada or of any province or municipality thereof, or of the United States of America or of any state, county or municipality thereof.

This bond is one of a series of coupon bonds of the Manitoulin Company, known as its First Mortgage Five Per Cent Thirty Year Gold Bonds, limited to the principal amount of $8,820,000 at any one time outstanding and to $30,000 per mile of railway of the Manitoulin Company constructed at the time of issue, all of like tenor, date and amount, numbered from one consecutively upward, and all issued and to be issued under and equally secured by a mortgage and deed of trust, dated January 1. 1903, executed by the Manitoulin Company to Central Trust Company of New York, as trustee. For a description of the properties and franchises mortgaged, the nature and extent of the security, the rights of the holders of bonds, and the terms and conditions upon which the bonds may be issued and are secured, reference is made to said mortgage and deed of trust.

The bonds of this issue are subject to payment at par and accrued interest, at the option of the Manitoulin Company, on any half-yearly interest day on thirty days' notice, as provided in said mortgage and deed of trust. This bond is entitled to the benefits of the sinking fund created under said mortgage and deed of trust and is subject to redemption for the purposes of said sinking fund at a premium of five per cent.

This bond shall pass by delivery unless registered in the name of the owner on the books of the Manitoulin Company, such registry being noted on the bond by the Manitoulin Company. After such registry, no transfer shall be valid unless made on said books by the registered holder in person, or by his attorney duly authorized in writing, and similarly noted on the bond, but the same may be discharged from registry by a transfer thereon to bearer and thereupon transferability by delivery shall be restored; but this bond may again, from time to time, be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery.

If the Manitoulin Company shall make default in the payment of the principal of this bond or of the interest thereon when and as the same by the terms hereof or of said mortgage and trust deed securing this bond shall become due and payable, then at the next annual general meeting of the Manitoulin Company and at all subsequent meetings, the registered holder of this bond, the Manitoulin Company so being and remaining in default, shall in respect of this bond have and possess the same right and privilege and qualification for being elected a director and voting at general meetings as would attach to him as a shareholder if he held fully paid up shares in the Manitoulin Company to an amount corresponding to the amount then due upon this bond, but subject to the provisions of the Railway Act.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the certificate of the trustee under said mortgage and deed of trust hereon endorsed.

In witness whereof The Manitoulin and North Shore Railway Company has caused this bond to be signed by its president or one of its vice-presidents, and its corporate seal to be hereunto affixed and to be attested by its secretary or an assistant secretary, and coupons for said interest, with the engraved signature of its treasurer, to be attached hereto, as of the first day of January, 1903.

THE MANITOULIN AND NORTH SHORE RAILWAY COMPANY,

by

President.

Attest:

Secretary.

[FORM OF INTEREST COUPON.]

No. . $25.

On the first day of , 19 , unless the bond hereinafter mentioned shall theretofore have been redeemed, The Manitoulin and North Shore Railway Company will pay to bearer, at its office or agency in the City of New York, N. Y., U. S. A., twenty-five dollars, United States gold coin,

being six months' interest then due on its First Mortgage Five Per Cent Thirty-Year Gold Bond No.

Treasurer.

[FORM OF TRUSTEE'S CERTIFICATE.]

This is to certify that this bond is one of the bonds described in the within-mentioned mortgage and deed of trust.

CENTRAL TRUST COMPANY OF NEW YORK,

by

Vice-President.

Now therefore, this indendure witnesseth, that in consideration of the premises and in order to secure the payment of all said bonds, which are hereinafter called first mortgage bonds, at any time issued and outstanding under this indenture, according to their tenor, purport and effect, as well the interest as the principal thereof, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon which the first mortgage bonds are issued, received and held, and for and in consideration of the premises and of the acceptance or purchase of the first mortgage bonds by the holders thereof, and of the sum of one hundred dollars, lawful money, to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Manitoulin Company hath granted, bargained, sold, released, conveyed, confirmed, assigned, transferred and set over, and by these presents doth grant, bargain, sell, release, convey, confirm, assign, transfer, and set over unto the Trustee, its successors in the trust and its and their assigns forever:

I

All and singular the line of railroad of the Manitoulin Company, constructed and to be constructed, now owned and hereafter to be acquired: Extending from a point at or near the town of Little Current, in the district of Manitoulin, in the province of Ontario, thence northerly and easterly a distance of one hundred miles, crossing the main line of the Canadian Pacific Railway at or near Onaping or Cartier stations; and also from a point in or near the township of Drury or Hyman on its said line of railway, thence easterly to the town of Sudbury, in the district of Nipissing; and also from a point at or near the town of Little Current, thence southeasterly to a suitable point on the south shore of Manitoulin Island or Fitzwilliam Island; and from a point near Tobermoray, in the county of Bruce, thence south and easterly to the town of Meaford, in the county of Grey, passing through or near the towns of Wiarton and Owen Sound; and from the town of Sudbury, in the district of Nipissing, thence northeasterly a distance of about fifty miles to Lake Tamagaming; and from a point on the Manitoulin Company's line of railway, in the

township of Drury or Hyman, thence northeasterly by the most feasible route to a point on Lake Superior between Michipicoten Harbour and Betchewana Bay;

All other railroads which the Manitoulin Company now owns or which it may at any time hereafter acquire, and also all the estate, right, title and interest of the Manitoulin Company in and to all other railroads in which the Manitoulin Company now has, or may hereafter acquire, a right, title or interest, whether leasehold or by operating contract, or by the acquisition of shares of stock in the companies owning the same or the obligations of such companies, or otherwise howsoever, subject, however, as to any railroads or interests therein hereafter acquired, to any liens thereon at the time of such acquisition thereof by the Manitoulin Company and to any purchase money liens thereon created in the acquisition thereof;

All telegraph and telephone lines, including all poles, wires and instruments; all rights of way, stations and depot grounds; all tunnels, roadbeds, spurs, sidings, double tracks, turnouts, switches and turntables; all superstructures, bridges, stringers, ties, rails and frogs, chairs, bolts, splices and other railroad appurtenances; all station houses, warehouses, elevatorts, docks, wharves, harbours, freight houses, engine houses, car houses, water stations, water tanks, machine shops and other structures; all engines, tenders, cars and other rolling stock and equipment; all furniture, machinery, tools and implements; all materials and supplies; all leases, operating trackage and traffic agreements; all plans, profiles, specifications, books, title deeds, assurances, contracts, paper and documents; the interest of the Manitoulin Company as the hirer or tenant of any property, real or personal; and all property, real, personal and mixed, of every character, which the Manitoulin Company now owns or which it may hereafter acquire;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Manitoulin Company, of, in and to the above-described premises and property, and every part and parcel thereof, with the appurtenances and the franchises of the Manitoulin Company appertaining to the lines of railroad above described, and at any time subject to the lien of this indenture or hereafter to appertain thereto;

II

All and singular the said land grant and all lands which have been or may hereafter be granted, conveyed or patented to the Manitoulin Company or to which the Manitoulin Company may be entitled under and by virtue of the provisions of the said statute of the province of Ontario, chapter 23, 1 Edward VII., 1901, or any statute or Act that has been or may be passed amending, altering or varying the same, and all right, title and interest which the Manitoulin Company now has or may at any time hereafter have, to ask for, demand, take and receive the said lands or any part or parts thereof, a convey-

ance or patent or a transfer of the same or any part or parts thereof and all rights, claims and demands of every nature and kind whatsoever which the Manitoulin Company now has or at any time hereafter has or may or could or might have under and by virtue of the provisions of the said statute or any future statute amending, altering or varying the same or under the provisions of any contract or agreement with the said government of the province of Ontario and all the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever which the Manitoulin Company now has or is entitled to, or shall or may hereafter acquire, into or concerning the said lands and land grant and all and every part or parcel thereof with the appurtenances thereto, with the exception, however, of any of the said lands which are or shall be used in the construction of the railway and any branches or extensions thereof or for the operation thereof, and of the telegraph line or lines of the Manitoulin Company, or for roadway, track, yard, depot grounds, buildings, wharves, docks or other erections appertaining thereto;

III.

The undertaking of the Manitoulin Company and all tolls, revenues, earnings, income, rents, issues, profits and assets of the Manitoulin Company, present and future, and of all property at any time subject to this indenture;

To have and to hold all and singular the said railroads, equipment, franchises, rents, revenues, assets and property unto the Trustee, its successors in the trust, and its and their assigns forever:

But in trust, nevertheless, for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, bodies politic or corporate, who shall from time to time be holders of any of the first mortgage bonds or coupons, and without preference of any of said bonds over any of the others by reason of priority in the time of issue or negotiation thereof, or otherwise howsoever; subject to the terms, provisions and stipulations in the first mortgage bonds contained, and for the uses, and purposes and upon and subject to the terms, conditions, provisos and agreements hereinafter expressed and declared:

ARTICLE ONE.

Sec. 1. The first mortgage bonds shall be executed on behalf of the Manitoulin Company, and delivered to the Trustee for authentication by it. In case the officers who shall have signed and sealed any of said bonds shall cease to be such officers of the Manitoulin Company before the bonds so signed and sealed shall have been actually authenticated and delivered by the Trustee, such bonds may, nevertheless, be adopted by the Manitoulin Company, and be issued, authenticated and delivered, as though the persons who signed and sealed such bonds had not ceased to be officers of the Manitoulin Company. The coupons to be attached to such bonds shall be authenticated by the engraved signature of

the present treasurer or of any future treasurer of the Manitoulin Company, and the Manitoulin Company may adopt and use for that purpose the engraved signature of any person who shall have been such treasurer, notwithstanding the fact that he may have ceased to be such treasurer at the time when such bonds shall be actually authenticated and delivered. Only such bonds as shall bear thereon endorsed a certificate substantially in the form hereinbefore recited, executed by the Trustee, shall be secured by this indenture or entitled to any lien, right or benefit hereunder; and such certificate of the Trustee upon any such bond executed on behalf of the Manitoulin Company shall be conclusive evidence that the bond so authenticated has been duly delivered to the Manitoulin Company, or upon its order, in accordance with the provisions of this indenture. Before authenticating or delivering any first mortgage bond, all coupons thereon, then matured, shall be cut off, cancelled and delivered to the Manitoulin Company. The Manitoulin Company and the Trustee may deem and treat the bearer of any first mortgage bond which shall not at the time be registered as hereinafter authorized, and the bearer of any coupon for interest on any first mortgage bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Manitoulin Company and the trustee shall not be affected by any notice to the contrary.

Sec. 2. The Manitoulin Company will keep, at an office or agency to be maintained by it in the borough of Manhattan, in the city of New York, in the State of New York, U.S.A., or at some bank or trust company in said borough of said city, a sufficient register or registers of the first mortgage bonds, which shall at all reasonable times be open for inspection by the Trustee; and, upon presentation for such purpose, the Manitoulin Company will, under such reasonable regulations as it may prescribe, register therein any first mortgage bonds. The holder of any first mortgage bond may have the ownership thereof registered on said books, such registry being noted on the bond, after which no transfer shall be valid unless made on said books by the registered holder in person, or by his attorney duly authorized in writing, and noted on the bond; but the same may be discharged from registry by being in like manner transferred thereon to bearer, after which it shall be transferable by delivery. Such registration shall not affect the negotiability of the coupons belonging to any bond; but every such coupon shall continue to pass by delivery, and shall remain payable to bearer.

Sec. 3. Until the first mortgage bonds can be engraved and prepared, the Manitoulin Company may execute and deliver temporary bonds, substantially of the tenor of the bonds hereinbefore recited, except that no coupons shall be attached to said bonds, and the same may be for the payment of one thousand dollars or any multiple thereof, as the Manitoulin Company may determine. All such temporary bonds shall bear upon their face the words "Temporary first mortgage five per cent thirty-year gold bond, exchangeable for engraved bonds," and shall be duly authenticated by the Trustee in the

same manner as the bonds hereinbefore described, and such authentication shall be conclusive evidence that the bond so authenticated has been duly delivered to the Manitoulin Company or upon its order, in accordance with the provisions of this indanture. Such temporary bonds, duly issued and authenticated hereunder, shall be exchangeable for engraved bonds to be issued hereunder, and upon any such exchange said temporary bonds shall be forthwith cancelled by the Trustee and delivered to the Manitoulin Company. Until so exchanged, the said temporary bonds shall in all respects be entitled to the lien and security of this indenture, as bonds issued and authenticated hereunder; and interest, when and as payable, shall be paid and endorsed thereon.

Sec. 4. In case any first mortgage bond, with the coupons thereto appertaining, shall become mutilated or be destroyed or lost, the Manitoulin Company, in its discretion, may issue, and thereupon the Trustee shall authenticate and deliver a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated bond and its coupons, or in lieu of, and substitution for, the bond and its coupons so destroyed or lost. The applicant for such substituted bond shall furnish to the Manitoulin Company and the Trustee evidence of the destruction or loss of such bond and its coupons so destroyed or lost, which evidence shall be satisfactory to the Manitoulin Company and the Trustee in their discretion; and said applicant shall also furnish indemnity satisfactory to both of them in their discretion.

ARTICLE TWO.

The Trustee shall authenticate the first mortgage bonds and deliver the same as follows:

A. $405,000, face amount, of the first mortgage bonds shall be authenticated and delivered to the Manitoulin Company, or on its order, in respect of its line of railway already constructed between Sudbury and the Gertrude Nickel Mine, on filing with the Trustee a copy of a resolution of the board of directors of the Manitoulin Company, certified under the corporate seal thereof by a proper officer thereof, requesting such delivery.

B. The residue of the first mortgage bonds, to wit, $8,415,000 thereof, shall, in the discretion of the Manitoulin Company, be authenticatad and issued at the rate of $30,000 face amount of said first mortgage bonds per mile of additional main track of railway, hereinabove described, at the time of issue completely constructed.

The first mortgage bonds reserved under this subdivision shall be authenticated and delivered by the Trustee from time to time upon the delivery to the Trustee of a copy of a resolution or resolutions of the board of directors of the Manitoulin Company, under the corporate seal of the Manitoulin Company and certified by a proper officer thereof, requesting the authentication and delivery of said bonds and accompanied by a certificate or certificates stating the actual mileage of main track of said lines of railroad at the time completely constructed and owned by the Manitoulin Company and subject to this indenture.

Every such certificate, unless signed or purporting to be signed by the president or a vice-president and by an auditor, or by the treasurer or assistant treasurer or chief engineer of the Manitoulin Company, shall be accompanied by a written statement of two such officers that they believe such certificate to be true.

Such resolutions, certificates and statements shall be full and sufficient authority to the Trustee for its authentication and delivery of first mortgage bonds as herein provided.

ARTICLE THREE.

Sec. 1. If the said sums of money in the first mortgage bonds mentioned, as well the principal as the interest thereof, shall be well and truly paid at the times and in the manner therein and herein expressed, according to the tenor and effect thereof, then and in such case the estate, right, title and interest of the Trustee, its successors in the trust, and its and their assigns, shall cease, determine and become void; and upon proof being given, to the reasonable satisfaction of the Trustee, that all said bonds have been paid off or satisfied, and upon payment of all costs, charges and expenses incurred by the Trustee in relation thereto, the Trustee shall cancel and satisfy this indenture of record and shall assign and deliver to the Manitoulin Company or its assigns, all property in the hands of the Trustee.

Sec. 2. The Manitoulin Company shall have the right, upon the maturity of the first mortgage bonds, to deposit with the Trustee, to the credit of the holder or holders of any bonds which shall not be presented for payment, the amount due thereon for principal and interest, and thereupon, and on payment of all costs, changes and expenses incurred by the Trustee in relation thereto, the Trustee shall satisfy this indenture, and cancel the same of record and assign and deliver to the Manitoulin Company or its assigns all property in its hands; and in case the owner of any such bond shall not, within one year after such deposit, claim the amount so deposited for payment thereof, the Trustee shall upon demand, pay over to the Manitoulin Company the amount so deposited.

ARTICLE FOUR.

The entire issue of first mortgage bonds may be redeemed by the Manitoulin Company on any half-yearly interest day, at par, provided that notice of such election of the Manitoulin Company shall have been given in two daily newspapers in the city of New York, N.Y., twice a week for three successive weeks, commencing not less than thirty days nor more than three calendar months prior to the day on which such redemption is to be made, stating such election on the part of the Manitoulin Company and that the interest on the first mortgage bonds will cease on the date so fixed for the redemption thereof, and requiring that said bonds be then presented for redemption. Notice having been so given, interest on the first mortgage bonds shall cease on such day so fixed for the redemption thereof, and, on presentation in accordance with said notice, said bonds, on surrender thereof with the coupon maturing on said redempiton date and all subsequent coupons

shall be paid by the Manitoulin Company with accrued interest to such redemption date. If not so paid on presentation thereof, said bonds shall continue to bear interest at the rate aforesaid until payment.

On the deposit with the Trustee of the amount necessary so to redeem all outstanding first mortgage bonds, and on payment to the Trustee of all costs, charges and expenses incurred by the Trustee hereunder, the Trustee shall satisfy this indenture and discharge the same of record, and assign and deliver to the Manitoulin Company all securities and property in its hands.

ARTICLE FIVE.

Until the happening of one or more of the events of default hereinafter specified, the Manitoulin Company, its successors and assigns, shall be entitled to retain possession of the mortgaged railroads, equipment and appurtenant property, and to operate and use the same and receive and enjoy the earnings, income and profits thereof.

ARTICLE SIX.

Sec. 1. The Trustee shall cause to be transferred into its name as trustee under this indenture, or into the name or names of its nominee or nominees, all shares of the capital stock of any corporation the certificates for which shall be delivered to the Trustee hereunder, and may, in its discretion, cause to be registered in its name as Trustee any and all coupon bonds which the Trustee may receive under any of the provisions of this indenture, or may cause the same to be exchanged for registered bonds, without coupons, of any denomination.

Sec. 2. Unless some one or more of the events hereinafter denominated the events of default shall have happened and be continuing, the Trustee shall not collect, or be entitled to collect, except upon the request of the Manitoulin Company, the interest on any bonds that may be pledged with the Trustee under any of the provisions of this indenture or any of the dividends from time to time declared in respect of the stock of any company at the time pledged with the Trustee hereunder, and the Trustee shall at once pay over to the Manitoulin Company any such interest and dividends collected or received by the Trustee, and from time to time, upon the request of the Manitoulin Company, shall deliver to the Manitoulin Company the coupons for such interest in order that the Manitoulin Company may receive payment thereof for its own use, and shall deliver to the Manitoulin Company suitable orders in favour of the Manitoulin Company or its nominee for the payment of such dividends on any stock standing in the name of the Trustee or its nominee. If any such coupons delivered to it as aforesaid shall not be forthwith voluntarily paid as aforesaid and cancelled, the Manitoulin Company shall and will return the same to the Trustee, and, in case of the payment of such coupons, upon demand of the Trustee, furnish satisfactory evidence that the same have been cancelled.

Sec. 3. The Manitoulin Company shall have the right, the Manitoulin Company not being in default under this indenture or any of the covenants hereof, to vote, for all purposes not contrary to the covenants of the Manitoulin Company set forth in Article Eleven hereof, upon all shares of stock of any corporation at any time pledged with the Trustee hereunder, and the Trustee shall from time to time, on the demand of the Manitoulin Company, cause to be executed and delivered to the Manitoulin Company or its nominee suitable powers of attorney to vote on such shares.

Sec. 4. The Trustee may at any time do whatever may be necessary for the purpose of preserving the corporate existence of any corporation whose stock shall be pledged with the Trustee hereunder, and to that end, the Trustee may and, upon the request of the Manitoulin Company, shall assign and transfer, or cause to be assigned and transferred, so many shares of stock of any such corporation as may be necessary to qualify persons who may be chosen directors or officers thereof, but the Trustee may in such case, in its discretion, require the persons to whom such shares are transferred to agree to retransfer the same and deliver the certificates therefor under this indenture and may make such other arrangements as the Trustee may deem necessary for the protection of the trust under this indenture.

Sec. 5. If the Manitoulin Company shall make default in the payment of the principal or interest of any of the first mortgage bonds, or in the observance or performance of any of the covenants of this indenture on its part, then from and after such default and as long as such default shall continue, the Trustee shall exercise, in its absolute discretion, for the sole and exclusive benefit of the holders of the first mortgage bonds, all the rights of owner of the bonds and of the stock which may then be pledged with the Trustee hereunder, and shall collect the interest on said bonds and the dividends on said stock and apply the same as hereinafter, in Article Seven hereof, provided.

Sec. 6. The Trustee may at any time, in its discretion, and if requested by the Manitoulin Company (not being in default hereunder) shall consent to the extension or renewal of any of the bonds which may be pledged with the Trustee, and of the mortgages securing the same, and, in case of the renewal of any of said bonds, the Trustee may surrender the said bonds to the company issuing the same, or its successor, and receive in lieu thereof renewal bonds bearing such interest and maturing at such time as the Trustee may deem reasonable; provided that such extended or renewal bonds shall be secured by, and represent, an equal or superior lien and charge upon the same property as the bonds renewed or extended, of which fact the certificate of the counsel of the Manitoulin Company shall be sufficient evidence to warrant the Trustee in acting in accordance therewith. All bonds received in exchange for, or in renewal of, bonds which may be pledged with, or assigned to, the Trustee, shall be held by the Trustee subject to the lien and to all the terms and provisions of this indenture, in the same manner and to the same extent as the bonds in exchange for which, or in the renewal of which, they were received.

Sec. 7. The pledge or assignment hereunder of any shares of stock of any company or companies shall not prevent the consolidation or merger of any one or more of said companies with the Manitoulin Company, or with any other company of whose capital stock not less than ninety per cent shall then be owned by the Manitoulin Company and be pledged with the Trustee hereunder, or the sale of the property of any such company to the Manitoulin Company, or to any such other company of whose capital stock not less than ninety per cent shall then be owned by the Manitoulin Company and be pledged with the Trustee hereunder, but such consolidation, merger or sale may be made under any laws to which such companies may then be subject, anything in this indenture contained to the contrary notwithstanding. In the event of the consolidation or merger of any one or more of the said companies with, or its sale to, the Manitoulin Company, this indenture shall immediately become and be a lien upon the property of the company so consolidated or merged with the Manitoulin Company or on the property so sold to the Manitoulin Company, with the same force and effect as if expressly conveyed by this indenture, and the holders of the first mortgage bonds shall always have as full and complete a lien upon such property as that upon the stock and bonds of such constituent companies created by the pledge or assignment thereof to the Trustee hereunder.

In the event of the consolidation of any such companies with each other, the portion of the capital stock of the company formed by such consolidation or merger (but never less than ninety per cent thereof) issued for and in lieu of any stock previously pledged or assigned hereunder, shall always bear to the total capital stock a proportionate relation at least as high as that borne by such previously pledged stock to the total capital stock of such constituent companies. Such portion of such stock of such successor company shall be pledged with or assigned to the Trustee, and shall become and be subject to the lien of this indenture with the same force and effect as if expressly assigned by this indenture; and the holders of the first mortgage bonds shall always have a lien upon such portion of such stock of such successor company as full and complete as upon the stock of such constituent companies by reason of the pledge or assignment thereof hereunder.

Sec. 8. The Trustee, with the consent of the Manitoulin Company, at any time may take such steps as in its discretion shall be necessary to protect its interests hereunder in respect of any bonds, obligations or stock which may become subject to the lien hereof, and for that purpose it may join in any plan of reorganization in respect of any such bonds, obligations or stocks and may accept new securities issued in exchange therefor under such plan. In case the Manitoulin Company shall be in default in the payment of the principal or interest of any of the first mortgage bonds and such default shall have continued for the period of thirty days, the Trustee shall be entitled to take such steps without the consent of the Manitoulin Company. The Trustee shall have and, subject only as in this indenture specifically restricted, may exercise all the rights of owners in respect of any bonds, obligations or stock which may be held by the Trustee under this indenture.

Sec. 9. All lines of railroad and all property of every kind and character, and all interest therein, when and as and to the extent hereafter acquired, as herein provided, out of or from first mortgage bonds or the proceeds of first mortgage bonds or otherwise, shall, without any further conveyance or assignment, immediately upon such acquisition, become and be subject to the lien of this indenture as fully and completely as though now owned by the Manitoulin Company, and expressly and specifically conveyed by, and embraced in, the granting clause of this indenture; and the Manitoulin Company, shall and will execute and deliver any and all such further assurances or conveyances as the Trustee may reasonably direct or require for the purpose of expressly and specifically subjecting the same to the lien of this indenture.

ARTICLE SEVEN.

Sec. 1. No coupon belonging to any first mortgage bond, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of, or from, this indenture, except after the prior payment in full of the principal of the first mortgage bonds issued hereunder and of all coupons not so transferred or pledged.

Sec. 2. If one or more of the following events, hereinafter called the events of default, shall happen, that is to say:

(*a.*) default shall be made in the payment of any instalment of interest on any of the first mortgage bonds when and as the same shall become payable, as therein and herein expressed, and such default shall continue for the space of thirty days, or default shall be made in the payment of the principal of any of said bonds when the same shall become due and payable, by their terms, or by declaration or otherwise; or

(*b.*) default shall be made by the Manitoulin Company in the observance or performance of any other of the covenants, conditions and agreements in the first mortgage bonds or in this indenture expressed, and the Manitoulin Company shall not remedy such default within three months after written notice stating such default, and requiring the Manitoulin Company to comply with the covenant or condition so in default, shall have been served upon the Manitoulin Company by the Trustee; or

(*c.*) a receiver of the Manitoulin Company or of its lines of railway shall be appointed or an order made or effective resolution passed for the winding up or liquidation of the business of the Manitoulin Company; or

(*d.*) a distress or execution shall be levied or enforced upon or against any of the chattels or property of the Manitoulin Company, or any execution or other process be sued out against the mortgaged premises or any part thereof; or

(*e.*) the Manitoulin Company shall, without the consent in writing of the Trustee, cease to carry on its operations or threaten to cease to carry on the same; the Trustee, personally or by its attorneys or agents, with or without the leave of any court of competent jurisdiction, forthwith may appoint a receiver or receivers of the said premises

and property or any part or parts thereof, and every such receiver may enter into and upon all or any part of the mortgaged premises, and each and every part thereof, and may exclude the Manitoulin Company and its agents and servants wholly therefrom; and, having and holding the same, may use, operate, manage and control said railroad and other premises, or any section or part thereof, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by superintendents, managers, receivers, agents, servants or attorneys to the best advantage of the holders of the first mortgage bonds, to the fullest extent authorized by law. The Trustee may from time to time discharge any receiver and if it sees fit appoint another receiver or receivers in his place.

Sec. 3. Upon every such entry, every such receiver may from time to time at the expense of the trust estate, either by purchase, repair or construction, maintain and restore and may insure or keep insured, in the same manner and to the same extent as is usual with railroad companies, the rolling stock, tools, machinery and other property, buildings, bridges and structures erected or provided for use in connection with said railroad and other premises, and of which it shall become possessed as aforesaid; and likewise may from time to time, at the expense of the trust estate, make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon as to him may seem judicious. The receiver, in case of such entry, shall have the right to manage the mortgaged premises and to carry on the business and to exercise all the rights and powers of the Manitoulin Company, either in the name of the Manitoulin Company or otherwise, as the Trustee shall deem best, and shall be entitled to collect and receive all tolls, earnings, incomes, rents, issues and profits of the mortgaged premises and every part thereof, and every such receiver shall, as regards responsibility for his acts and defaults, be the agent of the Manitoulin Company.

Sec. 4. After deducting the expenses of operating said railroads and other premises, and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon the mortgaged premises or any part thereof, as well as just and reasonable compensation for his own services and for the services of the Trustee and all counsel, agents and employees by it properly engaged and employed, every such receiver shall pay over the moneys arising as aforesaid to the Trustee, which shall apply the same as follows:

(*a.*) in case the principal of the first mortgage bonds shall not have become due, to the payment of the interest in default in the order of the maturity of the instalments of such interest, with interest thereon at the rate of five per cent per annum, such payments to be made ratably to the persons entitled thereto, without any discrimination or preference;

(*b.*) In case the principal of the first mortgage bonds shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue

instalments thereof at the rate of five per cent per annum in the order of the maturity of the instalments) and next, if any surplus remain, toward the payment of the principal of all the first mortgage bonds; such payments in every instance to be made ratably to the persons entitled thereto, without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of section 1 of this Article, but are subject thereto.

Upon the payment in full of whatever may be due for principal and interest, or payable for other purposes, the mortgaged railroads and appurtenant property and lands shall be returned to the Manitoulin Company, its successors or assigns, to be held subject to the terms and conditions of this indenture, which shall, in like manner, apply in respect of all subsequent defaults.

Sec. 5. The Manitoulin Company, its successors and assigns, upon the happening of one or more of the events of default, shall and will immediately, upon demand made, deliver, surrender and yield up the mortgaged premises to the receiver or receivers appointed by virtue hereof, and every such receiver is hereby constituted its and their irrevocable attorney, with power to enter upon and take possession of the mortgaged premises immediately upon the happening of such event or events of default as aforesaid; such entry by the receiver or receivers into the trust property shall be by the full license of the Manitoulin Company, its successors and assigns, and the Trustee is hereby authorized to use all necessary and reasonable force and means to obtain and hold such possession without being compelled to resort to any action or other legal proceeding.

Sec. 6. No entry into the possession of the mortgaged premises or any part thereof, by the Trustee or any receiver or other person, shall render the Trustee liable as mortgagee in possession or accountable for any moneys except those actually remitted to it and received by it at its head office in New York.

ARTICLE EIGHT.

Sec. 1. If one or more of the events of default shall happen, the Trustee may, and, upon the requisition of the owners of a majority in amount of the first mortgage bonds then outstanding, shall, declare the principal of all the first mortgage bonds to be forthwith due and payable without notice to the Manitoulin Company, anything in said bonds or herein contained to the contrary notwithstanding. This provision is, however, subject to the condition that if at any time after the principal of the first mortgage bonds shall have been so declared due and payable, all arrears of interest upon such bonds (with interest on overdue instalments of interest at the rate of five per cent per annum), and the charges and expenses of the Trustee, shall be paid by the Manitoulin Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, then and in every such case, the holders of a majority in amount of the first mortgage bonds then out-

standing, by written notice to the Manitoulin Company and to the Trustee, may waive such default and its consequences, and obtain from the Trustee a rescission of such declaration of the maturity of the principal; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

Sec. 2. If the Manitoulin Company shall make default in the payment of the principal of any of the first mortgage bonds or of the interest thereon at the times when the same by the terms of the said bonds or of this indenture shall become due and payable, then at the next annual general meeting of the Manitoulin Company, and at all subsequent meetings, the registered holders of the first mortgage bonds, the Manitoulin Company so being and remaining in default, shall in respect of said bonds have and possess the same rights and privileges and qualifications for being elected directors and voting at general meetings as would attach to them as shareholders if they held fully paid up shares of the Manitoulin Company to an amount corresponding to the amount then due upon their respective bonds, but subject to the provisions of the Railway Act.

ARTICLE NINE.

Sec. 1. If one or more of the events of default shall happen, the Trustee may, after the appointment of any receiver as aforesaid and after his entry into possession as aforesaid or after other entry or without the appointment of a receiver and without entry or either of them, sell and dispose of the lines of railway and undertaking of the Manitoulin Company and all and singular the property, rights and franchises hereinbefore expressed to be conveyed or intended so to be or any of them, and the Trustee may sell any section or sections of the railway which is or are in its opinion capable of being sold and operated separately, and the Trustee may sell separately from time to time any part or parts of the property or assets of the Manitoulin Company, which it would be lawful for the Manitoulin Company to sell or dispose of, and every sale by this article authorized may be made either by public auction or private contract or by tender or in such other manner as to the Trustee shall seem expedient and either with or without giving any notice of the intention to make such sale or sales, and any such sale may be made with or under any special conditions as to upset price, reserve bid or otherwise, and every such sale may be carried out and completed without any further consent or concurrence of the Manitoulin Company.

Sec. 2. A certificate from the Trustee of the happening of any one or more of the events of default, together with the production of this indenture, shall be sufficient evidence of such default, and no purchaser shall be bound to inquire into the correctness of such certificate, or whether any default has happened, or whether any sum remains secured by this indenture.

Sec. 3. If one or more of the events of default shall happen, then, and in each and every such case, the Trustee may forthwith proceed to protect and enforce its rights and the rights of bondholders under this indenture by action, either for the

specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement, by foreclosure or sale, of this indenture for interest or for principal and interest, or for the enforcement of any other appropriate remedy, as the Trustee shall deem most effectual in support of any of its rights or duties hereunder.

Sec. 4. Upon commencement of judicial proceedings by the Trustee, to enforce any right under this indenture, the Trustee shall be entitled to exercise the right of entry herein conferred, and also any and all rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of an event of default as hereinbefore provided; and, as matter of right, the Trustee shall be entitled to the appointment of a receiver of the mortgaged premises and of the earnings, revenue, rents, issues, profits and other income thereof, with such powers as the court making such appointment shall confer.

Sec. 5. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to the holders of first mortgage bonds is intended to be exclusive of any other remedy, but every remedy herein provided shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute; and every power and remedy given by this indenture to the Trustee or to the bondholders may be exercised from time to time and as often as may be deemed expedient, but the Trustee shall at all times be entitled to continue to hold any stocks, bonds and other securities pledged or assigned to it hereunder.

Sec. 6. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Manitoulin Company and the Trustee shall severally and re spectively be restored to their former position and rights hereunder in respect of the mortgaged premises, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Sec. 7. In the event of any sale under and by virtue of the power of sale herein contained or by virtue of judicial proceedings or of any judgment or decree of sale, the whole of the mortgaged premises may be sold in one parcel and as an entirety, including all the rights, titles, estates, railroads, equipments, franchises, contracts, shares of stock, bonds and other real and personal property of every name and nature, or in percels, as the Trustee shall in its discretion determine, and, if in more than one parcel, in such parcels as the Trustee may deem expedient, unless the holders of a majority in amount of first mortgage bonds then outstanding shall in writing request the Trustee to cause such premises and property to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request. This provision shall bind the parties hereto and each and every of the holders of the first mortgage bonds and coupons, but shall not be deemed in

any wise to restrict the Trustee in disaffirming in its discretion any lease, or in surrendering any leasehold constituting part of the mortgaged premises, with the approval of the court, if any, in which proceedings may be pending for the enforcement of this indenture.

Sec. 8. Notice of any such sale, if intended to be made by auction, shall state the time when and the place where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficient if published once in each week for four successive weeks prior to such sale, in a newspaper published in Toronto, Ontario, and in a newspaper published in the city of New York, New York; and such notice shall also comply with any requirement of statute or rule or order of court. The Trustee may adjourn any such sale or cause the same to be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

Sec. 9. In case of sale of the trust estate, or of any part thereof, under the terms of this indenture, the principal of the first mortgage bonds, if not previously due, shall become immediately due and payable, anything in said bonds or in this indenture contained to the contrary notwithstanding.

Sec. 10. Upon the completion of any sale or sales, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds of conveyance, sale and transfer of the property sold. The Trustee and its successor or successors are hereby appointed the true and lawful attorney or attorneys irrevocable of the Manitoulin Company, in its name and stead to make all necessary deeds of conveyance, sale and transfer of such property, and for that purpose may execute all necessary acts of conveyance, assignment and transfer, and may substitute one or more persons or corporations with like power, the Manitoulin Company hereby ratifying and confirming all that its said attorney or attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless the Manitoulin Company shall, if so requested by the Trustee, ratify and confirm such sale by executing and delivering to the Trustee or to such purchaser or purchasers all proper deeds, conveyances and releases, as may be designated in such request.

Sec. 11. Any such sale or sales made under or by virtue of this indenture, either under the power of sale hereby granted and conferred or under and by virtue of judicial proceedings, shall divest all right, title, interest, estate, claim and demand whatsoever, either at law or in equity, of the Manitoulin Company of, in and to the property sold, and shall be a perpetual bar, both at law and in equity, against the Manitoulin Company, its successors and assigns, and against any and all persons claiming or to claim the property sold or any part thereof, from, through or under the Manitoulin Company, its successors or assigns.

Sec. 12. In case of any sale of the mortgaged premises, whether under the power of sale hereby granted or pursuant to judicial proceedings, the purchase money, proceeds or avails, together with any other sums which may then be held by the

Trustee or be payable to it under any of the provisions of this indenture as a part of the trust estate, shall be applied as follows:

(*a.*) to the payment of the costs, expenses, fees and other charges of such sale, and a reasonable compensation to the Trustee, its agents and attorneys, for its and their services, and for the services of all counsel, receivers, agents and employees, engaged, appointed or employed by it or them, and to the payment of all expenses and liabilities incurred and advances or disbursements made by the Trustee, and to the payment of all penalties, working expenditure, taxes, rates, levies, duties, assessments, charges or other liens prior to the lien of this indenture, except any taxes, rates, levies, duties, assessments, charges or other superior liens subject to which such sale shall have been made;

(*b.*) any surplus then remaining, to the payment of the whole amount owing or unpaid upon the principal and interest of the first mortgage bonds, with interest on the overdue instalments of interest at the rate of five per cent per annum, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the first mortgage bonds, then to the payment of such principal and interest, ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of principal over interest or of interest over principal, or of any instalment of interest over any other instalment of interest;

(*c.*) any surplus then remaining, to the Manitoulin Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

These provisions, however, are not intended in anywise to modify the provisions of section 1 of article seven hereof, but are subject thereto.

Sec. 13. In case of sale of the mortgaged premises or any part thereof, the purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in or apply towards the payment of the purchase price and to be credited with any first mortgage bonds and any matured and unpaid coupons to the extent of the value of such bonds and coupons upon a distribution among the bondholders of the net proceeds of such sale after making the deductions allowable under the terms hereof for the costs and expenses of the sale and otherwise. But such bonds and coupons so applied in payment by the purchaser shall be deemed to be paid only to the extent so applied. At any such sale by auction, the Trustee, without incurring responsibility, may buy in the property or any part thereof, and the Trustee may vary or rescind any contract of sale without being responsible for any loss occasioned thereby. The receipt of the Trustee or the payment into court of the purchase money if the sale be made under judgment or order of the court shall be a sufficient discharge for the purchase money to any purchaser of the property, or any part thereof, sold as aforesaid; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and upon receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or

purpose of this indenture, or be answerable in any manner whatsoever for any loss, misapplication or non-application of such purchase money or any part thereof.

Sec. 14. A receiver appointed by the Trustee may, in the discretion of the Trustee, accept possession of the mortgaged premises, although one of the events of default aforesaid shall not have happened, if the Manitoulin Company shall offer to give up possession thereof to a receiver appointed by the Trustee, and may thereupon manage and operate the mortgaged premises, into possession of which he shall so enter, and collect the income and earnings thereof, and apply the net income and earnings thereof as hereinbefore provided in case of an entry by a receiver into the mortgaged premises after the happening of an event of default, and the Trustee may, if thereunto requested by the holders of two-thirds in amount of the first mortgage bonds outstanding, to be evidenced by an instrument in writing under the hands of such holders or their attorneys thereunto duly authorized, accept at any time, after the happening of an event of default, a release of the property embraced in this indenture for no more than the sum remaining due on the security hereof, and thereafter, in that event, shall hold the mortgaged premises free from all the trusts hereof for the common benefit of all the owners of the first mortgage bonds then outstanding, in proportion to the respective interests of such owners.

Sec. 15. Upon application of the Trustee, and with the consent of the Manitoulin Company if an event of default shall not have happened, and without such consent if an event of default shall have happened, a receiver or receivers may be appointed to take possession of, and to operate and manage, the whole or any part of the mortgaged premises, wheresoever the same may be situated, with all the rights, powers and duties by this article conferred upon any receiver appointed under the provisions hereinbefore contained, and the Manitoulin Company shall transfer and deliver to such receiver or receivers all such premises and property wheresoever the same may be situated; and in every case in which a receiver or receivers of the whole or any part of the mortgaged premises shall be appointed under this article or otherwise, the trustee shall be entitled to receive all the surplus income and profits of such property for the benefit of the holders of the first mortgage bonds.

Sec. 16. A receiver may be appointed by the Trustee, with the consent of the Manitoulin Company if an event of default shall not have happened, and without such consent if an event of default shall have happened, to take possession of and to operate and maintain and manage the whole or any part of the mortgaged premises wheresoever the same may be situated; and the Maintoulin Company shall transfer and deliver to such receiver all such property wheresoever the same may be situated; and in every case when a receiver of the whole or part of the said property shall be appointed under this section the net income and profits of such property shall be paid over to and received by the Trustee for the benefit of the holders of the first mortgage bonds. Every such receiver may be invested with all or any of the powers and discretions of the Trustee and may exercise all or any of the powers conferred upon the Trustee by Article Seven thereof. The Trustee

may from time to time remove any receiver so appointed and appoint another or others in his stead, who shall each have the like powers and discretions. Every receiver shall, so far as regards responsibility for his acts, be deemed to be the agent of the Manitoulin Company or its assigns.

ARTICLE TEN.

Sec. 1. Upon the written request of the Manitoulin Company, by order of its board of directors, the Trustee shall from time to time, while the Manitoulin Company is in possession of the mortgaged railroads, release from the lien and operation of this indenture any part of the mortgaged premises then subject thereto, other than the lands granted by subdivision II of the granting clause hereof, the release of which shall be governed by the provisions of section 2 of this Article; provided that no part of the lines of main track or of the rights of way shall be released unless the same shall no longer be of use in the operation of any of the mortgaged lines of railroad, and that no part of such lines of track or rights of way shall be so released if thereby the continuity of the mortgaged lines of railroad shall be broken, and provided further that no part of the mortgaged premises shall be released hereunder unless at the time of such release it shall no longer be necessary or expedient to retain the same for the operation, maintenance or use of such railroads or for use in the business of the Manitoulin Company. No such release shall be made unless the Manitoulin Company shall have sold the property so to be released, or shall have contracted to sell or exchange the same for other property. The proceeds of any or all such sales and releases, and all moneys received as compensation for any property subject to this indenture taken by the exercise of any power of expropriation thereof, shall be deposited with the Trustee. The proceeds of any such sale or sales shall by the Trustee be set apart and held in trust and applied to the purchase of other property, real or personal, which shall be subject to the lien of this indenture, or in betterments of or additions to the mortgaged premises, or in rolling stock for use thereon, which shall likewise be subject to the lien of this indenture ; any such purchases shall be made or directed by the Manitoulin Company and paid for by the Trustee out of such proceeds, in pursuance of the written request of the Manitoulin Company by order of its board of directors, which request shall constitute a sufficient justification to the Trustee for the expenditure of such moneys; or, if not so applied, then said proceeds, to the extent aforesaid, may, on the request of the Manitoulin Company, be used by the Trustee in the manner hereinafter provided, for the redemption of the first mortgage bonds. Any new property acquired by the Manitoulin Company to take the place of any property released hereunder, shall, without further conveyance, become and be subject to the lien of this indenture as fully as if specifically mortgaged by this indenture; but, if reqnested by the Trustee, the Manitoulin Company shall convey the same to the Trustee, by appropriate deeds, upon the trusts and for the purposes of this indenture.

The Manitoulin Company may, from time to time, make surrender of, or changes or alterations in, or substitutions of, any and all leases, operating, trackage and traffic contracts, but no surrender shall be so made if thereby the continuity of the mortgaged lines shall be broken, nor without the approval of the Trustee; and leases or trackage rights so substituted, modified or altered shall forthwith become bound by and be subject to the terms of this indenture in the same manner as those previously existing.

The Manitoulin Company while in possession of the mortgaged railroads, shall also have full power, from time to time, in its discretion, to dispose of any portion of the equipment, machinery, tools and implements at any time held subject to the lien hereof, which may have become obsolete or otherwise unfit for such use; and agrees to replace the same by new equipment, machinery, tools or implements which shall become subject to this indenture.

Sec. 2. The Manitoulin Company shall and will, as soon as conveniently practicable, after the date hereof and from time to time, as the same shall be conveyed by the Province of Ontario, carefully value and appraise, or cause to be carefully valued and appraised, all and singular the lands authorized to be granted to the Manitoulin Company out of the ungranted lands of Ontario as aforesaid and to which the Manitoulin Company is now or shall hereafter become entitled, with the exception of such as may be required in the operation of the railway, in convenient sections, divisions or parcels for the sale thereof and shall cause a full and accurate list and description of said lands and premises containing, opposite each section, division or parcel, the value put upon the same, to be deposited with the Trustee certified by the Manitoulin Company; such appraisement shall be subject to the approval of the Trustee, which may accept such appraisement without independent examination unless and until thereunto requested by the holders of not less than ten per cent in amount of the first mortgage bonds at the time outstanding; and such statement and appraisement may, with the Trustee's consent, be from time to time revised, altered and corrected, a statement being in each case filed, as aforesaid; and the Manitoulin Company may at any time, in its discretion, contract for the sale of any section, division or parcel of said lands at the appraised value thereof, according to the last preceding statement of such value filed with the Trustee and approved by it, as aforesaid, and not otherwise, and shall be entitled to have such section, division or parcel of said lands conveyed to the person contracting for the purchase thereof, released from the lien hereof, upon payment to the Trustee of the purchase money, the same being not less than said appraised value thereof. In case the Manitoulin Company shall make sale of any such lands as aforesaid at a price equal to the appraised value thereof according to the last preceding statement filed with the Trustee, the purchaser or purchasers, upon payment of the full amount of their purchase money to the Trustee shall be entitled upon demand to a discharge of the lands, so purchased by them, from the lien hereof, the expense of such discharge to be paid and borne by the said purchasers. Until such appraisement has been made and approved

as aforesaid the Manitoulin Company may proceed with the sale of the hereinbefore-mentioned lands hereby conveyed, or intended so to be, at such prices as it shall deem reasonable and as shall be approved by the Trustee. The Trustee is authorized and empowered, and it shall be the duty of the Trustee upon any such sale as aforesaid of any parcel of such lands and the payment of the purchase money by the purchasers thereof as aforesaid, to release and convey or join in releasing or conveying to the purchaser or purchasers thereof or his or their heirs or assigns, by proper deed or conveyance, the premises so sold and to discharge the same from the lien and operation of this indenture and the trusts hereby created, and such release and conveyance when executed shall invest the grantee or grantees therein named with a full and complete title to the premises thereby granted, free from all incumbrances, which title shall include as well the title of the Manitoulin Company as of the Trustee; provided, always, that after the appraisal of the said lands, as hereinbefore provided for, shall have been made, no section, division, piece or parcel thereof shall at any time be sold, released or conveyed as aforesaid below the appraised value thereof without the previous consent in writing of the Trustee to such sale.

Any of the lands aforesaid may be contracted to be sold as above provided wholly or partly on credit, provided that in any and every case of a contract of sale wholly or partly on credit, with whomsover the contract may be made, the purchaser or purchasers shall not receive a conveyance of the premises agreed to be sold, or any part thereof, until the purchase money has been paid in full to the Trustee, but such party may have delivered to him a contract in evidence of his purchase, and such contract, if assented to in writing by the Trustee, shall, subject to the performance of the conditions thereof and to the payment of the purchase money, relieve the land therein comprised from the lien of this indenture; every such contract may, with the assent in writing of the Trustee, be rescinded or varied; provided that, in case for any reason deemed by it sufficient, the Trustee may release and convey, or join in releasing and conveying, the said premises to the said purchaser or purchasers upon receiving the cash portion of such purchase money with a proper mortgage upon the premises so released and conveyed to secure the unpaid balance of such purchase money. All proceeds or sale of land grant lands, received by the Trustee, shall be held by the Trustee as a sinking fund, and shall be applied by the Trustee toward the redemption of the first mortgage bonds, in the manner hereinafter provided.

For the purpose of assenting to contracts for the sale of, or any rescission or variation thereof, and of granting and releasing from the lien of this indenture such of the lands and premises aforesaid as shall or may be sold or contracted to be sold in conformity with this indenture, the Trustee may appoint some suitable person as its agent or attorney, and thereupon the Trustee may act, and it is hereby authorized to act, by such agent or attorney and all instruments executed, contracts executed, rescinded or varied, and acts done by such agent or attorney in respect of the lands which shall be sold or con

tracted to be sold in conformity herewith shall be as valid and effectual to all intents and purposes, if the same be within the scope of the authority so given to such agent or attorney, as if the same were executed by the Trustee, provided that any such power of attorney may be revoked at the pleasure of the Trustee giving the same and a new attorney or attorneys substituted. Every deed or instrument appointing any such agent or attorney or removing the same shall be executed in duplicate and one of such duplicates shall be filed in the office of the Provincial Secretary of the Province of Ontario.

The Manitoulin Company shall at all times keep at its principal office a record of all the sales of land which shall be made or contracted for as aforesaid and of the price paid for the same and the manner in which the purchase money shall have been paid or secured, and such record shall at all reasonable hours and times be open to the inspection of the Trustee, and the Manitoulin Company shall furnish from time to time, at intervals of not less than one year, to the Trustee a true and correct copy thereof.

All expenses of the Trustee in connection with the release of said land grant lands, including its own compensation and the compensation of any attorney appointed by it, shall be paid semi-annually by the Manitoulin Company, and shall be secured under this indenture by a lien prior to the lien of the first mortgage bonds.

Sec. 3. If any receiver or receivers shall be in possession of the mortgaged railroads or any section or sections, part or parts thereof under any provision of this indenture, then all the powers conferred upon and reserved to the Manitoulin Company by this article may be exercised by such receiver or receivers in his or their discretion. A certificate under the corporate seal of the Manitoulin Company, signed by the president or a vice-president of the Manitoulin Company, or under the hand of any receiver, may be received by the Trustee as conclusive evidence of any of the facts mentioned in this article which must be established in order to authorize the release of any property hereunder, and shall be full warrant and protection to the Trustee for its action on the faith thereof.

Sec. 4. In no event shall any purchaser of property sold or disposed of under any provision of this article be required to see to the application of the purchase money.

Sec. 5. Any amounts which may be received by the Trustee, and which may, under any of the provisions of this article, be applicable to the redemption of the first mortgage bonds, shall be held by the Trustee as a sinking fund and shall be applied by the Trustee toward such redemption by the purchase of said bonds in the open market if obtainable at a premium of not exceeding five per cent and accrued interest. To the extent to which, on each first day of June and of December, such amounts shall not have been so applied to such redemption, the Trustee shall apply the same to the redemption of said bonds at a premium of five per cent in the following manner. The Trustee shall, in any usual manner to be from time to time fixed by the Trustee, designate the bonds to be redeemed by the application of the moneys in its hands. The Trustee shall forthwith give notice of such designation for redemption by publishing notice thereof three

times a week for three successive weeks preceding the next half yearly interest day, in two newspapers of general circulation, published in the city of New York, in the State of New York. Such notice shall state the numbers of the bonds designated for redemption, shall require the holders thereof to present the same for redemption on such next half yearly interest day, and shall state that interest on said bonds will then cease. A similar notice shall also be mailed to the holder of each registered bond which may be so designated for redemption at his address upon the bond registry. Notice having been so given, interest on the first mortgage bonds so designated for redemption shall cease on such day, and, on presentation in accordance with said notice, said bonds, on surrender thereof, with all unmatured coupons, shall be purchased by the Trustee at a premium of five per cent.

All bonds redeemed under any of the provisions of this article shall forthwith be cancelled by the Trustee and, on demand of the Manitoulin Companp, delivered to it.

Sec. 6. The Trustee, however upon the written request from time to time of the holders of all the first mortgage bonds at the time ot any such request outstanding, may release from the lien of this indenture any portion of the mortgaged property at the time subject to the lien of this indenture, upon payment to the Manitoulin Company or the Trustee, as may be specified in such request, of such consideration as may be therein approved.

ARTICLE ELEVEN.

The Manitoulin Company, for itself, its successors and assigns, covenants, promises and agress as hereinafter in this article set forth, namely:

The Manitoulin Company will well and truly pay, unto the lawful owners and holders thereof, the interest and principal of the first mortgage bonds, when and as the same shall become due and payable, according to the tenor and effect of of said bonds and coupons, without deduction from either principal or interest for any tax or taxes imposed by the Dominion of Canada or by any province or municipality thereof or by the United States of America or by any state, county or municipality thereof, which the Manitoulin Company may be required to pay thereon or to retain therefrom under or by reason of any present or future law; and all coupons, when and as paid, shall forthwith be cancelled.

The Manitoulin Company shall, until all the first mortgage bonds are fully paid or satisfied, pay or cause to be paid, when the same shall become due and payable, all taxes, rates, levies, duties, assessments and charges which may be lawfully imposed on the mortgaged premises, and other the trust estate, and on the interest of the Trustee in the trust estate; provided, however, that the Manitoulin Company shall not be required to pay any such tax, rate, levy, duty, assessment or charge so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof. Should the Manitoulin Company fail to pay any such tax or assessment or government charge, the Trustee may, without prejudice to any of its rights under this indenture by reason of such default, pay and

discharge the same and have a lien upon the mortgaged premises for its advances for that purpose, prior to the lien of this indenture.

The Manitoulin Company shall properly maintain the mortgaged railro ds and all other property at any time covered by this indenture, repairing, renewing and replacing the same as may be necessary, and shall properly preserve the franchises, rights and privileges relating thereto, and shall keep all wooden bridges and trestles and all buildings, rolling stock and personal property at any time covered by this indenture properly insured against loss or damage by fire and shall exhibit the policies and the receipts for the payment of premiums to the Trustee on request. Should the Manitoulin Company fail to effect and keep in force such insurance, or to produce evidence thereof at a reasonable time before the expiration of any contract of insurance from time to time in force, the Trustee may insure such property in like manner. The proceeds of any policy of insurance shall be applied by the Manitoulin Company to the replacement or reconstruction of the destroyed or damaged property, or otherwise for the benefit of the mortgaged premises, or be paid to the Trustee and applied by the Trustee, in similar manner as prescribed in section 5 of article tenth toward the redemption of the first mortgage bonds.

The Manitoulin Company shall, until all the first mortgage bonds are fully paid and satisfied, keep each piece of equipment from time to time subject to the lien of this indenture plainly lettered on each side with the name of the Manitoulin Company.

The Manitoulin Company, its successors and assigns, shall and will, from time to time, and at all times hereafter, upon the reasonable request of the Trustee and its successors in the trust appointed according to the provisions hereof, make, do, execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances in the law for the better and more effectually conveying, assuring and confirming unto the Trustee and its successors in the trust by this indenture created, for the further security and satisfaction of the first mortgage bonds, upon the trusts and for the uses and purposes herein expressed or intended, all and singular the railroads, franchises and property hereby mortgaged, conveyed or pledged, or intended so to be, as by the Trustee or any successor in the trust, under the advice of counsel, shall be reasonably advised or required.

The Manitoulin Company, its successors and assigns, will indemnify and save harmless the Trustee and its successors in the trust against all loss and damage to which it or they may be subjected by the execution of this trust, or by the operation or management of the mortgaged premises, not caused by the personal misconduct or neglect of the Trustee or its successors in the trust.

Any and all stock dividends which may be declared and which may become payable upon any shares of stock which may be pledged or assigned to the Trustee hereunder shall be transferred and delivered to the Trustee, and be by it held for the benefit of the holders of the first mortgage bonds with the same effect and subject to all the conditions and provisions

hereof as if originally pledged hereunder. Should any of the companies, whose shares may be so held, pay dividends in the form of bonds or certificates of indebtedness, or in any form other than money, the Trustee shall also be entitled to receive and to hold such dividends and certificates of indebtedness. In the event of the payment of dividends in the form of certificates of indebtedness as aforesaid, the interest which may be paid upon such certificates of indebtedness shall be collected and paid over as above provided concerning cash dividends.

The Manitoulin Company will not, except subject to the prior lien of this indenture, sell any of the shares of the stock that may become subject thereto; nor, except subject as aforesaid, pledge or agree to pledge or hypothecate the same; nor except subject as aforesaid and except as otherwise in this indenture provided, by any voluntary act or omission part with the ownership of or title to such stock or any part thereof, or with its equity of redemption therein, or the voting power thereon, but will hold all and singular the said shares of stock in such manner that, save as in this indenture otherwise provided, it shall retain in itself all its rights and powers as the holder of such stock.

The Manitoulin Company, as such holder of such stock and except as in this indenture otherwise provided, will not by affirmative vote, or by abstaining from voting, or in any other manner, directly or indirectly, sanction or, holding a majority of the stock thereof, permit the guaranty of any bonds by such company, or sanction or permit any increase of the capital stock of any of said companies, or the creation of any additional mortgage or other lien upon any of their railroads, properties, rights, privileges or franchises, or the issue of any bonds under any such mortgage, unless effective provision shall be made that such proportion of such additional stock as the amount of capital stock so held by the Manitoulin Company shall bear to the total issued capital stock of such other company, and all of said bonds, shall, immediately upon their creation and issue, be received and pledged or assigned by the Manitoulin Company to the Trustee, subject to all the trusts of this indenture, and with the same effect as if at the date hereof and hereby such evidences of indebtedness, bonds and shares had been delivered and pledged or had been assigned to said Trustee. Any and all shares of stock so received and pledged or so assigned shall be fully paid up and be non-assessable.

ARTICLE TWELVE.

Sec. 1. No holder of any first mortgage, bond or coupon shall have the right to institute any suit, action or proceeding at law or in equity upon or in respect of this indenture, or for the execution of any trust or power hereof or for the appointment of a receiver, or for any other remedy under or upon this indenture, unless such holder shall previously have given to the Trustee written notice of any existing default and of the continuance thereof, as hereinbefore provided; nor unless also the holders of fifteen per cent in amount of the first mortgage bonds then outstanding shall have made written request upon the Trustee and shall have afforded to it reasonable oppor-

tunity to proceed itself to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name after such right of action shall have accrued to the Trustee; nor unless also such holder or holders shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred in or by reason of such action, suit or proceeding; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or sale, or for the appointment of a receiver, or for any other remedy hereunder; it being intended that no one or more holders of first mortgage bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons; but the foregoing provisions of this section are intended only for the protection of the Trustee, and shall not be construed to affect any discretion or power by any provision of this indenture given to the Trustee to determine whether or not it shall take action in respect of any default without such notice or request from bondholders, or to affect any other discretion or power given to the Trustee.

Sec. 2. No delay or omission of the Trustee, or of any holder of first mortgage bonds, to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this indenture to the Trustee or to the bondholders may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the bondholders.

ARTICLE THIRTEEN.

Sec. 1. The Trustee accepts the trusts of this indenture and agrees to execute them upon the following terms and conditions to which the parties and the holders of the first mortgage bonds agree:

The Trustee shall be under no obligation to see to the record, registry or filing of this indenture; or, while not in possession thereof, to see to the insurance of the mortgaged property, or to the payment of taxes, rates, levies, duties, assessments or charges thereon; or to the performance or observance of any of the covenants or agreements on the part of the Manitoulin Company; and the Trustee may and shall authenticate and deliver the first mortgage bonds in accordance with the provisions hereof on the execution and delivery of this indenture, and notwithstanding this indenture shall not have been filed, registered or recorded.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created and such compensation, as well as the reasonable com-

pensation of its counsel and of such persons as it may employ in the administration or management of the trust, and all other reasonable expenses necessarily incurred and actually disbursed hereunder, the Manitoulin Company agrees to pay, and for such payment the Trustee shall have a lien on the trust estate prior to the lien of this indenture.

The Trustee shall not be responsible in any manner whatsoever for the recitals herein contained as to the acts or powers of the Manitoulin Company or its stockholders or otherwise, all of which are made by the Manitoulin Company solely.

Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than fifteen per cent in amount of the first mortgage bonds outstanding, the Trustee may, for all the purposes of this indenture, assume that no default has been made in the payment of any of the first mortgage bonds or of the interest thereon; or in the observance or performance of any of the covenants contained in the first mortgage bonds or in this indenture; that no receiver has been appointed of the Manitoulin Company or of its lines of railroad; that no order has been made or effective resolutions passed for the winding up or for the liquidation of the Manitoulin Company; that the Manitoulin Company is not in default under this indenture; and that none of the events hereinbefore denominated events of default has happened.

The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trusts hereby created which, in its opinion, will be likely to involve it in expense or liability, unless one or more of the holders of the first mortgage bonds shall, as often as required by the Trustee, furnish reasonable security and indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereinunder unless notified in writing of such default by the holders of at least fifteen per cent in amount of the first mortgage bonds then outstanding; or to take any action in respect of any such default involving expense or liability unless requested by an instrument in writing signed by the holders of not less than fifteen per cent in amount of the first mortage bonds then outstanding and unless tendered reasonable security and indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not the Trustee shall take action in respect to such default, or to take action without such request.

The Trustee may employ agents or attorneys in fact, and shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, nor for anything whatever in connection with this trust, except wilful misconduct or gross negligence.

The Trustee shall be reimbursed and indemnified against any liability or damage it may sustain or incur in the premises, and shall have a lien upon the trust estate prior to the lien of first mortgage bonds for its compensation and expenses, and also for any such liability or damages.

The Trustee may advise with legal counsel, and any action under this indenture, taken or suffered in good faith by the Trustee in accordance with the opinion of counsel, shall be conclusive on the Manitoulin Company and on all holders of the first mortgage bonds.

Sec. 2. The Trustee may resign and be discharged from the trusts created by this indenture by giving to the Manitoulin Company notice in writing, and to the bondholders notice by publication, of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once, on a day not less than thirty days nor more than sixty days prior to the date so specified, in a daily newspaper of general circulation at that time published in the City of New York, N.Y. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any Trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee for the time being under this indenture and executed by the holders of two-thirds in amount of the first mortgage bonds then outstanding.

Sec. 3. In case at any time the Trustee shall resign or shall be removed, or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in amount of the first mortgage bonds then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys-in-fact duly authorized, but, until a new trustee shall be appointed by the bondholders as herein authorized, the Manitoulin Company may, by proper instrument in writing, executed by order of its board of directors, appoint a trustee to fill such vacancy. Any trustee in succession to the Trustee, appointed under any of the provisions of this article, shall always be a trust company having an office in the Borough of Manhattan, in the city of New York, N.Y., and having a capital and surplus aggregating at least two million dollars, if there shall be such a trust company willing and able to accept the trust upon reasonable or customary terms. The Trustee, and every such successor trustee, shall be exempt from giving any bond or surety in respect of the execution of the trusts or powers herein contained, or otherwise in respect of the premises.

After any such appointment by the Manitoulin Company it shall cause notice of such appointment to be published once a week in each of four successive weeks in two daily newspapers of general circulation published in the City of New York, N.Y., but any new trustee so appointed by the Manitoulin Company shall immediately and without further act be superseded by a trustee appointed in the manner as above provided by the holders of a majority in amount of the first mortgage bonds.

Sec. 4. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Manitoulin Company an instrument accepting such appointment hereunder, and thereupon such successor trustee without any further act, deed or conveyance shall be vested with the appropriate authority, rights, powers and duties herein provided in that

behalf, and, upon the death, resignation or removal of any trustee, all the estate, right, title and interest of such trustee in the trust estate shall wholly cease and determine; but nevertheless, the Manitoulin Company, its successors and assigns, will, in any and every such case, execute upon such request any such deeds, conveyances or assurances as shall, in the judgment of the trustee so appointed, be desirable or necessary to enable the trustee so appointed to execute the trusts by this indenture created as fully and completely as if such appointed trustee had been originally a trustee; and in every case of resignation by a trustee, or of removal of a trustee, the trustee so resigning or removal shall, at the request of the Manitoulin Company, its successors or assigns, or of the trustee so appointed, make and execute such deeds, conveyances or assurances to its successors. All the conveyances hereinbefore provided for shall be at the cost of the Manitoulin Company, its successors or assigns.

ARTICLE FOURTEEN.

Sec. 1. Nothing in this indenture, or in any of the first mortgage bonds, shall prevent the consolidation or merger with the Manitoulin Company, or the sale of the Manitoulin Company, of the railroads, property or franchises of any other company; provided, however, that such consolidation, merger or sale shall be upon such terms as to preserve and not to impair the lien of this indenture, or any of the rights and powers of the Trustee or the holders of the first mortgage bonds.

Sec. 2. Nothing in this indenture or in any of the first mortgage bonds shall prevent the consolidation or merger of the Manitoulin Company with any other corporation or the sale, subject to the continuing lien of this indenture, by the Manitoulin Company of its railroads, property and franchises as an entirety; provided that as a condition of such sale, or as a part of such consolidation or merger, the successor corporation formed in such consolidation or into which the Railway Company shall have been so merged, or to which such sale shall have been made, shall assume the due and punctual payment of the principal and interest of all of the first mortgage bonds and the performance of all the convenants and conditions of this indenture.

Sec. 3. In case any other company shall be so consolidated with the Manitoulin Company, or in case the Manitoulin Company shall be so consolidated or merged with any other corporation, or in case of the sale by the Manitoulin Company of its railroads, franchises and property, the successor corporation formed by such consolidation, or into which the Manitoulin Company shall have been merged, or to which such sale shall have been made, upon executing and causing to be recorded an indenture with the Trustee, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of all the first mortgage bonds, and the performance of all the covenants and conditions of this indenture, shall succeed to and be substituted for the Manitoulin Company, with the same effect as if it had been named herein as the party of the first part,

and such successor corporation may thereupon cause to be signed, and may issue, either in its own name or in the name of the Manitoulin Company, any or all of the bonds of this series, which shall not theretofore have been signed by the Manitoulin Company and delivered to the Trustee, and the Trustee, upon the order of such successor corporation in lieu of the Manitoulin Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate and deliver any and all bonds which shall have been previously signed by the officers of the Manitoulin Company and delivered to the Trustee for authentication, and any and all of such bonds which such successor corporation shall thereafter cause to be signed and delivered to the Trustees for that purpose. All the bonds so issued shall have the same lien and security as bonds theretofore or thereafter issued, in accordance with the terms of this indenture, as though all of said bonds has been actually issued by the Manitoulin Company as of the date of the execution hereof.

Sec. 4. For every purpose of this indenture, including the execution, issue and use of any and all said bonds, the term, the Manitoulin Company, includes and means not only The Manitoulin and North Shore Railway Company, but also any such successor corporation. Every such successor corporation shall possess, and from time to time may exercise, each and every right and power hereunder of The Manitoulin and North Shore Railway Company, in its name or otherwise, and any act or proceeding by any provision of this indenture required to be done or performed by any board or officer of the Manitoulin Company, may be done and performed with like force and effect by the like board or officer of any corporation that shall at the time be such lawful successor of the Manitoulin Company.

ARTICLE FIFTEEN.

No recourse under or upon any obligation, covenant or agreement contained in this indenture or any first mortgage bond or coupon, or under any judgment obtained against the Manitoulin Company or otherwise, shall be had against any incorporator, stockholder, officer or director of the Manitoulin Company, or of any successor corporation, either directly or through the Manitoulin Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise. This indenture and the first mortgage bonds are solely corporate obligations, and no personal liability whatever shall attach to or be incurred by the stockholders, directors or officers of the Manitoulin Company or of any successor corporation, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this indenture, or in any of the first mortgage bonds or coupons, nor shall any such personal liability be implied therefrom ; and any and all personal liability of every name and nature, whether at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this indenture and the execution and issue of such bonds and coupons.

ARTICLE SIXTEEN.

Any request or other instrument required by this indenture to be signed and executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be executed by such bondholders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of bonds transferable by delivery, shall be sufficient for any purpose of this indenture, and shall be conclusive in favour of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made in the following manner, viz.: (*a*) the fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the certificate of any notary public or other officer authorized to take, either within or without the State of New York, acknowledgments of deeds to be recorded in said State, certified that the person signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution; (*b*) the amount of bonds transferable by delivery held by any person executing any such request or other instrument as bondholder, and the issue numbers of the bonds held by such person and the date of his holding the same, may be proved by a certificate issued by any trust company, bank or other depositary (wheresoever situated) whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depositary or exhibited to it the bonds numbered and described in such certificate, and such holding shall be deemed to continue for two calendar months ensuing the date of such certificate; (*c*) the ownership of registered bonds shall be proved by the books for the registry of such bonds as provided in the first article hereof.

ARTICLE SEVENTEEN.

Any written demand, request, notice, designation, direction or nomination, to be made by the Manitoulin Company under any of the provisions hereof, shall be deemed sufficiently made and executed, if executed under the corporate seal of the Manitoulin Company by the president or by a vice-president of the Manitoulin Company. The Trustee may receive a certificate signed by the secretary or by an assistant-secretary of the Manitoulin Company as sufficient evidence of the passage of any resolution by the board of directors of the Manitoulin Company, or by the executive committee of said board.

The term Trustee, when herein used shall be held and construed to mean the trustee for the time being, original or successor; and the words trustee, bond, bondholder and holder shall include the plural as the singular number.

ARTICLE EIGHTEEN.

The Manitoulin Company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may

affect the covenants and terms of performance of or lien of this indenture, nor will it claim, take, or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the mortgaged premises or the trust estate, or of any of the securities or stock at any time forming part of the trust estate, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor will it, after any such sale or sales, claim or exercise any right, under any law or statute whenever enacted and now or at any time hereafter in force, to redeem the mortgaged premises or the trust estate, or any part thereof, or of any securities or stock so sold; and the Manitoulin Company hereby expressly waives all benefit or advantage os any such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

ARTICLE NINETEEN.

Nothing in this indenture expressed or implied is intended, or shall be construed, to confer upon, or to give to, any person or corporation, other than the parties hereto and the holders of the first mortgage bonds, any right, remedy or claim under or by reason of this indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this indenture contained by or on behalf of the Manitoulin Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the first mortgage bonds.

In witness whereof The Manitoulin and North Shore Railway Company has caused its corporate seal to be hereunto affixed and this indenture to be signed by its president or a vice-president and by its secretary or an assistant-secretary, and Central Trust Company of New York, in token of its acceptance of this trust, has caused its corporate seal to be hereunto affixed and this indenture to be signed by its president or a vice-president and by its secretary or an assistant-secretary.

THE MANITOULIN AND NORTH SHORE RAILWAY COMPANY,

by

Seal of The Manitoulin and North Shore Railway Company.

T. C. SEARCH,
Vice-President.

Attest

J. PARKE HOOD,
Secretary.

Executed, acknowledged and delivered by the Manitoulin and North Shore Railway Company in the presence of

E. H. SANBORN.

CENTRAL TRUST COMPANY OF NEW YORK.

by

Seal of Central Trust Company of New York.

J. N. WALLACE,
Fourth Vice-President.

Attest:
G. BERTINE,
Secretary.

Executed, acknowledged and delivered by Central Trust Company of New York in the presence of

WILLIAM D. EATON.

114—6

No. 114.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Manitoulin and North Shore Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. DYMENT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 115.] **BILL.** [1905.

An Act respecting the Grand Trunk Pacific Railway Company.

WHEREAS the Grand Trunk Pacific Railway Company, hereinafter called "the Company," has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 71; 1904, c. 80.

1. The deed of trust by way of mortgage dated the day of , one thousand nine hundred and five, set forth in schedule A to this Act, made by the Company to secure its issue of First Mortgage Bonds in respect of the Western Division of the Company's railway, is hereby ratified and confirmed and declared to be valid and binding, and the bonds issued and hereafter to be issued, as mentioned in the said deed, are hereby declared to be valid and binding as the First Mortgage Bonds of the Company issued in respect of the said Western Division, and the Company is hereby empowered to make the said deed and to issue the said bonds. This section is expressly declared to be binding upon His Majesty and his successors. Mortgage in schedule A confirmed.

2. The deed of trust by way of mortgage dated the fifteenth day of March, one thousand nine hundred and five, set forth in schedule B to this Act, made by the Company to secure its issue of Second Mortgage Bonds in respect of the said Western Division, is hereby ratified and confirmed and declared to be valid and binding, and the bonds issued and hereafter to be issued, as mentioned in the said deed, are hereby declared to be valid and binding as the Second Mortgage Bonds of the Company issued in respect of the said Western Division, and the Company is hereby empowered to make the said deed and to issue the said bonds. Mortgage in schedule B confirmed.

3. The deed of trust by way of mortgage dated the fifteenth day of March, one thousand nine hundred and five, set forth in schedule C to this Act, made by the Company to secure its issue of First Mortgage Bonds in respect of its branch line of railway from Port Arthur, Fort William or some other Canadian port on Lake Superior to the main line of the Eastern Division of the National Transcontinental Railway, designated in the said deed as the Lake Superior Branch of the Company's railway, is hereby ratified and confirmed and declared to be valid and binding, and the bonds issued and hereafter to be issued, as mentioned in the said deed, are hereby declared Mortgage in schedule C confirmed.

to be valid and binding as the First Mortgage Bonds of the Company issued in respect of the said Lake Superior Branch, and the Company is hereby empowered to make the said deed and to issue the said bonds.

Bond issue.

4. The power of the Company to issue the bonds for the amounts severally provided for by the deeds of trust respectively mentioned in this Act shall not be deemed to be limited by the provisions of section 13 of chapter 122 of the statutes of 1903.

SCHEDULE A.

THIS INDENTURE, made the day of , 1905, between The Grand Trunk Pacific Railway Company, a company duly incorporated by the Parliament of Canada (hereinafter called the "Pacific Company"), of the first part;

The Royal Trust Company, a Company duly incorporated under the laws of the Dominion of Canada (hereinafter called "the Trustee"), of the second dart;

And His Majesty King Edward the Seventh, acting in respect of the Dominion of Canada, (and represented herein by The Honourable William Stevens Fielding, Minister of Finance of the Dominion of Canada) hereinafter referred to as "the Government," of the third part;

Whereas the Pacific Company was incorporated by an Act of the Parliament of Canada, chapter 122 of the statutes of 1903, with authority, among other things, to construct and operate the line of railway hereinafter mentioned;

And whereas under date of the 29th day of July, 1903, an agreement was entered into between His Majesty the King, acting in respect of the Dominion of Canada (hereinafter called the "Government"), and Sir Charles Rivers Wilson, C.B., G.C.M.G., and others, representing therein and acting on behalf of The Grand Trunk Pacific Railway Company, a company to be incorporated by Act of the Parliament of Canada at the then present session thereof, respecting the construction and operation of a line of railway from Moncton, in the province of New Brunswick, and thence westerly across the continent to the Pacific Ocean (therein designated as "The National Transcontinental Railway"), which said agreement forms the schedule to an Act of the Parliament of Canada, chapter 71 of the statutes of 1903, and, subject to the provisions of said Act, is thereby ratified and confirmed;

And whereas the Pacific Company, under date of the 18th day of February, 1904, entered into a further and supplementary agreement with the Government respecting the construction and operation of the said railway, which said agreement forms the schedule to an Act of the Parliament of Canada, chapter 24 of the statutes of 1904, and, subject to the provisions of the said Act and of chapter 71 of the statutes of 1903, hereinbefore referred to, is also thereby ratified and confirmed. The said two respective agreements are hereinafter referred to as the Scheduled Agreements, and the said two Acts respectively confirming the same are, with their said Schedules, hereinafter referred to as the "Transcontinental Railway Acts;"

And whereas the Transcontinental Railway Acts provide in effect for the construction and operation of a line of railway between the city of Moncton, in the Province of New Brunswick, and the navigable waters of the Pacific Ocean, at or near Port Simpson or some other port in British Columbia, as may be agreed upon, comprising two divisions, to be called the "Eastern Division" and the "Western Division," respectively, the Eastern Division of which shall comprise the portion of said railway to be constructed from its eastern terminus through the central part of the Province of New Brunswick and through the Province of Quebec, by the shortest available line, to the city of Quebec; thence westerly through the northern part of the Provinces of Quebec and Ontario, and through the Province of Manitoba, to the city of Winnipeg; and the Western Division of which shall comprise the portion of the said railway between the said city of Winnipeg, or some point on the said Eastern Division, and the Pacific Ocean, extending westerly through the Province of Manitoba, the North-West Territories and the Province of British Columbia; the said Eastern Division to be constructed by and at the expense of the Government, and to be leased to the Pacific Company upon the terms and conditions provided in the "Transcontinental Railway Acts;" and the said Western Division to be constructed and operated by the Pacific Company;

And whereas the said Western Division has, for convenient reference, been divided into two sections, one extending from the eastern terminus thereof westerly to the eastern limit of the Rocky Mountains, to be established as hereinafter provided, to be designated the "Prairie Section," and the other extending westerly from the western terminus of the Prairie Section to the western terminus of the said Western Division, to be designated the "Mountain Section";

And whereas the said agreement of the 29th July, 1903, as amended by the said agreement of the 18th February, 1904, further provides that, for the purpose of aiding the Pacific Company in the construction of the Western Division, the Government shall guarantee payment of the principal and interest of an issue of bonds to be made by the Pacific Company, for a principal amount equal to 75 per centum of the cost of construction of the said Division as defined and ascertained in accordance with the provisions of paragraph 18 of the said agreement of 1903, but that such principal amount shall not, in respect of the Prairie Section, exceed $13,000 per mile of the mileage thereof, although 75 per centum of such cost of construction may have exceeded the said sum of $13,000 per mile;

And whereas the said agreement of the 18th February, 1904, further provides that notwithstanding anything in the said agreement of the 29th July, 1903, contained the Government may and shall, preserving always the proportions in said agreement provided as between the Prairie and the Mountain Sections of the Western Division, implement, for the purposes and subject otherwise to the provisions of said agreement, its guarantee of bonds of the Pacific Company to be issued for the cost of construction of the said Western Division in such manner as may be agreed upon, so as to make the proceeds of the said bonds so to be guaranteed a sum equal to 75 per centum of

the cost of construction of the Western Division ascertained as provided in the said agreement, but not exceeding, in respect of the Prairie Section, $13,000 per mile ;

And whereas the Transcontinental Railway Acts further provide that the mortgage to secure the payment of the issue of first mortgage bonds to be guaranteed by the Government shall be a first charge upon the railway, undertaking, equipment and property, tolls, rights and franchises of the Pacific Company, including all equipment and property to be thereafter acquired by the Pacific Company, (but not including branch lines exceeding six miles in length, or the revenues therefrom, or the franchises in connection therewith, or such additional rolling stock as may, with the assent of the Government, be designated and marked by the Pacific Company as constituting the equipment thereof, and not including ships, or any municipal or provincial grants of land, by way of bonus or subsidy, to the said Pacific Company, other than for railway purposes) ;

And whereas the Transcontinental Railway Acts further provide that the form of the bonds or other securities to be guaranteed by the Government pursuant to the terms of the Transcontinental Railway Acts and of the respective mortgages securing such bonds or other securities, and the form and manner of the guarantees to be given shall be subject to the approval of the Governor in Council, that the said guarantee may be signed by the Minister of Finance and Receiver General, or by such officer as may from time to time be designated by the Governor in Council to sign it, and that, upon such guarantee being so signed, the Government shall be liable as guarantors for the payment of the principal and interest of the bonds so guaranteed according to the terms of such guarantee, and that the payment thereof shall form a charge on the Consolidated Revenue Fund of Canada ;

And whereas the Transcontinental Railway Acts provide that any moneys paid by the Government of Canada under any of the guarantees thereby authorized (except moneys paid by the Government for interest which, according to the terms of the said Acts, the Government has agreed itself to pay), shall be deemed to be paid in discharge of the liability of the Government, but not in discharge of the liability of the Company, under the bonds or securities so guaranteed, or under the mortgage or mortgages securing them, and that all said moneys so paid (subject to the exception aforesaid) shall be deemed to be still secured by the said bonds or securities and mortgages, and that the Government in respect thereof shall be subrogated in and to all the rights of the holders of the said bonds, the interest upon or the principal of which has been so paid by the Government, and that the Government, in respect of all moneys so paid (subject to the exception aforesaid) and the interest thereon, shall be in all respects in the position of, and shall be entitled to the rights and remedies of holders of bonds in respect of which default has been made ; subject, however, to the restrictions and provisions contained in the proviso and exception to paragraph 32 of the said agreement of 1903, in respect of the interest moneys mentioned therein, and subject also to the restrictions and provisions set out in paragraphs 6, 7 and 8 of the said agreement of 1904 ;

And whereas the Pacific Company, under the powers conferred by the said several Acts hereinbefore recited and every other power in anywise vested in it, for the purpose of constructing the said Western Division, has determined to create and issue its three per cent first mortgage sterling bonds, due 1962, for the amount authorized by the Transcontinental Railway Acts to be guaranteed by the Government in accordance with the provisions of the scheduled agreements, which bonds shall be secured by a first mortgage upon the assets and property therein described, including the line of railway constituting the Western Division, and shall be issued from time to time in accordance with the terms of this mortgage;

And whereas the Government, acting by and through the Governor in Council, has approved the form and provisions of this mortgage and of the bonds intended to be secured thereby;

And whereas the form of the bonds, and of the coupons to be attached thereto, of the certificate to be signed by the Trustee and of the guarantee to be signed by the Government are to be substantially as follows:

(*Form of Bond.*)

No,..... £ .

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

Incorporated by Act of the Parliament of Canada, Cap. 122, Statutes of 1903.

Three Per Cent First Mortgage Sterling Bond, Due 1962. Guaranteed by the Government of the Dominion of Canada.

This bond is one of a series of bonds of the Grand Trunk Pacific Railway Company, known as its Three Per Cent First Mortgage Sterling Bonds, due 1962, issued and to be issued, for an aggregate principal amount not exceeding fourteen million pounds sterling, at any one time outstanding. The said bonds may be in the denomination of £100, or of any multiple thereof as the Directors shall determine, and shall bear interest at the rate of three per cent per annum, all of the bonds of said series ranking *pari passu*. The said bonds are authorized under Acts of the Parliament of the Dominion of Canada, being caps. 71 and 122, Statutes of 1903, and caps. 24 and 80, Statutes of 1904, and by resolutions of the Board of Directors of The Grand Trunk Pacific Railway Company, duly passed on the First day of May, 1905, which resolutions were duly ratified and confirmed at a meeting of the shareholders of the said Company, on the First day of May, 1905.

Know all men by these presents that The Grand Trunk Pacific Railway Company, a corporation hereinafter called the "Pacific Company," for value received, promises to pay to the bearer, or, if registered, to the registered holder of this bond, on the first day of January, 1962, at its office or agency in London, England, pounds sterling, and to pay interest thereon (but only upon presentation and surrender, as they severally mature, of the coupons therefor annexed hereto), at the rate of three per centum per annum from the first day

of July, 1905, semi-annually, on the first day of January and the first day in July in each year, at said office or agency, the first of said payments to become payable on the first day of January, 1906.

Both the principal and interest of this bond are payable without deduction for any tax or taxes which the Pacific Company may be required to pay or to retain therefrom, under any present or future law of the Dominion of Canada, or of any province, county, municipality or territory thereof, the Pacific Company hereby agreeing to pay all such tax or taxes.

At the option of the holder of this bond, the Pacific Company will pay the principal and interest thereof, at the respective maturities thereof, at its office or agency in the city of Montreal, Canada, in currency of the Dominion of Canada, at the fixed rate of exchange of four and 86-100 dollars ($4.86) to the pound sterling, or at its office or agency in the city of New York, in gold coin of the United States of America, of the present standard of weight and fineness, at the same fixed rate of exchange.

This bond is one of a series of bonds of the Pacific Company known as its Three Per Cent First Mortgage Sterling Bonds, due 1962, issued and to be issued for an aggregate principal amount not exceeding fourteen million pounds sterling at any one time outstanding, under and in pursuance of, and all equally secured by a mortgage or deed of trust, dated the day of 1905, executed by the Pacific Company to The Royal Trust Company, as Trustee, of the property and franchises of the Pacific Company, now owned or hereafter to be acquired conveyed in trust by said mortgage or deed of trust, to which reference is hereby made for a statement of the property and franchises mortgaged, the nature and extent of the security, the rights of the holders of said bonds under the same, and the terms and conditions upon which said bonds are to be issusd and secured.

This bond may, at the holder's option, be registered as to the principal thereof on the books of the Pacific Company at its head office in the city of Montreal, or at its office or agency in London, England, or at its office or agency in the city of New York, and be made payable, as to the principal thereof, only to the registered holder named therein, but such registration shall not affect the negotiability of the coupons by delivery. After such registration certified hereon, no transfer shall be valid, unless made by the registered holder hereof or his duly authorized attorney, on the Pacific Company's books at the office where such registration was made, and similarly noted on the bond, but the same may be discharged from registry by being transferred on the books at such office to bearer, such transfer being similarly noted on the bond which shall restore transferability by delivery, but this bond may again from time to time be registered or transferred to bearer at the option of each holder. The Pacific Company agrees that it will not at any time hereafter, so long as any of the said bonds shall be outstanding, create or suffer to be created any charge upon, or issue any bond or bonds which shall be a lien upon any of the property for the time being forming a part of the security for the repayment of the principal and interest due under said

bonds, in priority to the charge or lien securing the said bonds or any of them.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the certificate of the trustee hereon endorsed.

This bond is to have endorsed hereon the guarantee of the Government of the Dominion of Canada.

In witness whereof the Grand Trunk Pacific Railway Company has caused these presents to be signed by its president or one of its vice-presidents, and its corporate seal to be hereunto affixed, and to be attested by its secretary or an assistant secretary, and coupons for said interest with the engraved signature of its treasurer to be attached hereto, as of the day of 190 .

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

By

[L.S.]

.....
President.

.....
Secretary.

[*Form of Coupon.*]

No.... £ .

On the first day of
the Grand Trunk Pacific Railway Company will pay to the bearer at its office or agency in London, England, £ sterling, being six months' interest then due on its three per cent first mortgage sterling bond, due 1962, No. , guaranteed by the Government of the Dominion of Canada.

.....
Treasurer.

[*Statement to be Engraved on each Coupon.*]

Payable at $, in Montreal in Canadian currency, or in New York in U.S. gold coin.

[*Form of Trustee's Certificate.*]

This certifies that this bond is one of a series of three per cent first mortgage sterling bonds due 1962, guaranteed by the Government of the Dominion of Canada, described in the within-mentioned mortgage or deed of trust, executed by the Grand Trunk Pacific Railway Company to the undersigned as trustee.

THE ROYAL TRUST COMPANY.

Trustee.

By

.....
Secretary.

And whereas the Government, acting by and through His Excellency the Governor General in Council, has, by Order in Council, approved of the form and provisions of this mortgage, of the bonds to be secured thereby, and of the form of guarantee as hereinafter set forth, namely :

[*Form of Guarantee.*]

I, William Stevens Fielding, Minister of Finance and Receiver General of the Dominion of Canada, by virtue of the powers granted and conferred by the several Acts of the Parliament of Canada, relating thereto, and in pursuance of an Order in Council approved by His Excellency the Governor General in Council, do hereby, on behalf of His Majesty King Edward the Seventh, acting in respect of the Dominion of Canada, guarantee the payment of the principal and interest of the within bond, according to the tenor thereof.

And whereas the creation and issue of the said three per cent first mortgage sterling bonds, due 1962, and the execution of this mortgage to secure the same, have been duly authorized by the board of directors of the Pacific Company in terms of the resolution passed at a board meeting duly held on the First day of May, 1905, copies of which are as follows :—

Resolved that, for the purpose of providing in part for the payment of the cost of construction of the Western Division of the Company's railway, this Company shall create and issue its bonds as hereinafter provided, secured upon the railway, undertaking, equipment and property, tolls, rights and franchises of the Company, to be known as its three per cent first mortgage sterling bonds, due 1962, which shall not, in any event exceed the sum of £14,000,000 at any one time outstanding, inclusive of all bonds which may lawfully be issued by the Pacific Company and guaranteed by the Government under the provisions of the Transcontinental Railway Acts. Such bonds shall be payable in sterling on the first day of January, 1962, at the office or agency of the Company in London, England, and shall bear interest at the rate of three per cent per annum from the first day of July, 1905, payable in sterling semi-annually on the first day of January and the first day of July in each year, at said office or agency. Said bonds may be of the denomination of £100 sterling, or of any multiple thereof, in such proportions as the directors shall from time to time determine.

Resolved further that said bonds shall be payable at the option of the holder at the office or agency of the Company in the city of Montreal, Canada, in currency of the Dominion of Canada, at the fixed rate of exchange of four and 86-100 dollars ($4.86) to the pound sterling, or at its office or agency in the city of NewYork, in gold coin of the United States of America, of the present standard of weight and fineness, at the same fixed rate of exchange ;

Resolved, further, that, in order to secure payment of said bonds with the interest thereon, this company shall execute a mortgage or deed of trust to The Royal Trust Company, a company duly incorporated under the laws of the Dominion of Canada, as trustee, covering the railway, undertaking,

equipment and property, tolls, rights and franchises of this company, described in the draft of mortgage now submitted to this Board;

"And resolved, further, that said draft of mortgage and the form of bonds and coupons and of the guarantee of the Government of the Dominion of Canada, to be endorsed on said bonds, which are embodied in the said draft mortgage, be and the same are hereby approved, and that the president or one of the vice-presidents and the secretary of this company be and they are hereby authorized to execute the said mortgage and bonds on behalf of this company under its corporate seal.

"And resolved further, that, in case the officers who shall have signed and sealed any of such bonds shall cease to be officers of the company before the bonds so signed and sealed shall have been actually certified and delivered by the trustee, such bonds may nevertheless be issued, certified and delivered as though the persons who signed and sealed such bonds had not ceased to be officers of the company. The coupons to be attached to such bonds may be authenticated by the engraved signature of the present treasurer or any future treasurer of the company, and the company may adopt and use for that purpose the engraved signature of any person who shall have been such treasurer, notwithstanding the fact that such person may have ceased to be such treasurer at the time when such bonds shall be actually certified and delivered."

And whereas the said resolutions of the board of directors of the Pacific Company, together with said draft of mortgage and the form of bonds and coupons respectively and of the guarantee of the Government of the Dominion of Canada to be endorsed on said bonds, which are embodied in the said draft mortgage, were thereafter submitted to a meeting of the shareholders of the Pacific Company, duly called and held in conformity with the provisions of *The Railway Act*, 1903, at which shareholders representing at least two-thirds in value of the subscribed stock of the Pacific Company, and who had paid all calls due thereon, were present in person or represented by proxy, and the said resolutions of the said board of directors were, in all things, at the said meeting, duly ratified and confirmed;

And whereas this mortgage is substantially in the form of the said draft mortgage approved by the directors and the shareholders at the said meetings, respectively;

And whereas the form of bonds, coupons to be attached thereto, the trustee's certificate to be signed by the said trustee, and the guarantee to be endorsed thereon by the Government, as the same were approved by the directors and the shareholders as above set forth, are severally substantially set forth in this mortgage;

And whereas, in pursuance of such authority, and of all and every legal power and authority in it vested, the Pacific Company proposes now to issue and deliver the bonds hereby secured, and to execute this indenture to secure the said bonds and to declare the terms and conditions upon which every such bond is and shall be issued and secured;

Now, therefore, this indenture witnesseth as follows:—

ARTICLE ONE.

MEANING OF TERMS.

Section 1. His Majesty the King, acting in respect of the Dominion of Canada, by and through His Excellency the Governor General in Council, and represented herein by the Honourable William Stevens Fielding, Minister of Finance and Receiver General of the Dominion of Canada, is herein called the "Government," and the said Grand Trunk Pacific Railway Company, a company duly incorporated by the Parliament of Canada, is herein called the "Pacific Company," and the Royal Trust Company is herein called "the Trustee."

Section 2. Unless there is something in the subject or context inconsistent therewith, the words "the Trustee" shall be construed to refer to and describe the company which shall, for the time being, be charged with the execution of any of the trusts of these presents, whether such company shall be the company named herein as the Trustee or any successor of the said company in the said trusts.

Section 3. The expression "the mortgaged premises" shall include all the premises and franchises hereby mortgaged, or charged in any way with the payment of moneys intended to be secured by these presents.

Section 4. For the purposes of reference in this mortgage, the portion of the railway of the Pacific Company referred to in the Transcontinental Railway Acts as the Western Division shall be considered as being divided into two sections, namely, (1) extending from the eastern terminus thereof, at the city of Winnipeg, or at some point on the Eastern Division of the National Transcontinental Railway not east of the ninety-sixth meridian of longitude, thence westerly to a point at or near the eastern limit of the Rocky Mountains, to be designated the "Prairie Section," and (2) extending westerly from the western terminus of the said Prairie Section to the western terminus of the said Western Division, to be designated the "Mountain Section." The said eastern limit of the Rocky Mountains shall be established after the location of the line, and after actual surveys have determined the profile thereof upon such location, and shall be fixed and agreed upon by the chief engineer of the Pacific Company and the chief engineer of the Government, as the result of such surveys, having regard to the physical features of the country and to the cost of construction, and endeavouring as fairly as possible to determine where the more easy and less expensive work characteristic of prairie construction comes to an end, and the more difficult and expensive work characteristic of mountain construction begins, and in case the said engineers shall differ, the question shall be determined by the said engineers and a third arbitrator to be chosen by them, and, in the event of their inability to agree on a third arbitrator, the chief justice of the Supreme Court of Canada may appoint the said third arbitrator, and the decision of the majority shall be final.

Section 5. The expression "construction work" for the purposes of this mortgage generally, and of the securities issued

and to be issued hereunder, and more particularly for the purposes of section 4 of article three of this mortgage, shall mean and include all wages, materials and supplies for construction of the section of the railway in respect of which such expression is used, or any part thereof, material purchased or acquired for the purposes of such construction, machinery, plant, implements, tools, services and transportation required for, or entering into, the cost of such construction, expenditure for right of way and other lands required for the purposes of said section and for terminal facilities thereof, expenditure for compensation for lands injuriously affected, for accommodation works and damages, for compensation for injuries, accidents and casualties to persons and property incidental to or arising out of such construction, for preliminary expenses, surveys and engineering, maintenance, repairs and replacement of works and materials during construction, superintendence and management, book-keeping, legal and medical expenses, and, generally, all costs and expenditure occasioned by the construction of such section, whether of the same kind as, or differing in kind from, the classes of expenditure specially above-mentioned, including stamp duties, banking charges, exchange and interest upon the money expended. Provided however, that no materials or supplies shall be included in the expression "construction work" unless and until they shall have been delivered in Canada to the Pacific Company.

Where the work is done under contract, the expression "construction work" shall also include payments and obligations to contractors for construction of any part of such section. The expression "construction work" shall also include the material, supplies and labour expended in the construction of the telegraph and telephone lines reasonably required for the operation of the Western Division of the railway.

The said expression "construction work," in regard to the section in respect of which the same is used, shall also include any sum or sums of money paid or to be paid by the Pacific Company as interest accruing, or about to accrue, during the period of construction, as hereinafter defined, upon the bonds issued and to be issued by the Pacific Company and guaranteed by the Government under the mortgage, and also upon any bonds issued and to be issued by the Pacific Company and guaranteed by the Grand Trunk Railway Company of Canada for the purpose of constructing the said section less any sum or sums of money received by the Pacific Company from its net earnings in respect of said section, or as interest upon any proceeds of bonds issued in respect thereof.

Section 6. The expression "working expenditure," when used in respect of either section of the Western Division of said railway, for the purposes of this mortgage and of the securities issued and to be issued hereunder, shall mean and include all expenses of maintenance of each of the said sections, respectively, and of the stations, buildings, works and conveniences belonging thereto, and of the rolling and other stock and movable plant used in the working thereof, and all such tolls, rents or annual sums as are paid on account of property leased to or held by the Pacific Company in respect of the said section (apart from the rent of the Eastern Division or any other leased line), or in respect of the due proportion of

the hire of rolling stock let to the Pacific Company as part of the equipment of the said Western Division ; all rent, charges or interest on the purchase money of lands belonging to the Pacific Company, purchased for the use of such section, but not paid for, or not fully paid for ; all expenses of or incidental to working such section and the traffic thereon, including all stores and supplies and all necessary repairs and supplies to rolling stock thereof while on such section or elsewhere ; all rates, taxes, insurance and compensation for accidents or losses payable in respect of such section ; and all salaries and wages of persons employed in and about the working of the said section and the traffic thereon ; the due proportion of such tolls, rents or other sums as may be payable for the use of rolling stock used upon such section, of all office and management expenses, including director's fees, agency, legal, medical and other like expenses, and of any sums of money contributed to any fund for the benefit of the employees of the Pacific Company ; and all costs and expenses of and incidental to the compliance by the Pacific Company with any order of the Board of Railway Commissioners for Canada, or of any Board or authority which may hereafter be duly constituted by the Parliament of Canada for the regulation of railways, and made in reference to such section, and, generally, all such charges, if any, not above otherwise specified, as in all cases of English railway companies are usually carried to the debit of revenue as distinguished from capital account.

Section 7. The expression "period of construction" in section 5 of this article shall mean the period of time which shall elapse until the Western Division shall be completed under the provisions of the Transcontinental Railway Acts, or of any Act of Parliament extending the time for completion, and the Government shall fix the date of such completion by Order in Council accordingly.

ARTICLE TWO.

PROPERTY GRANTED IN TRUST.

In order to secure the payment of the principal and interest of all the bonds at any time hereafter issued and outstanding under this indenture according to their tenor and effect, and the performance of all covenants and conditions herein contained, and to declare the terms and conditions upon which such bonds are issued and received, the Pacific Company, in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, released, conveyed, assigned, transferred and set over and doth hereby grant, bargain, sell, release, convey, assign, transfer and set over unto the Trustee, its successors and assigns, for ever :

All and singular the railway, undertaking, equipment and property, tolls, rights and franchises of the Pacific Company, and all equipment and property, rights and franchises to be hereafter acquired by the Pacific Company, (but not including

branch lines exceeding six miles in length forming part of the Pacific Company's railway, or the revenues therefrom, or the rights and franchises in connection therewith, or such additional rolling stock as may, with the assent of the Government, be designated and marked by the Pacific Company as constituting the equipment thereof, and not including ships or any municipal or provincial grants of land by way of bonus or subsidy to the Pacific Company, other than lands required for right of way, station grounds, terminals or other like railway purposes, and not including any cash subsidies or bonuses) :

And all and singular the estates, leasehold or otherwise, rights, privileges and franchises belonging or appertaining to the said railway, undertaking, equipment and property, except as above provided, including (*a*) all terminals, wharfs, piers, docks and all other structures connected therewith, and all telegraph and telephone lines ; (*b*) all road-beds, superstructures, rights of way, rails, tracks, sidetracks, sidings, extensions, bridges, viaducts, terminals, buildings, depots, stations, tanks and water appliances, warehouses, car-houses, engine-houses, freight-houses, coal-houses, wood-houses, machine shops, and other shops, turn-tables, water stations, fences, structures, erections and fixtures, and any and all other property real or personal of every kind or description now or hereafter to be provided or acquired by the Pacific Company or its successors ; (*c*) all locomotives, engines, cars and other rolling stock, equipment, machinery, instruments, tools, implements, fuel, materials, furniture and other chattels of the Pacific Company now owned or hereafter held, acquired or provided by the Pacific Company, or its successors, including materials and supplies purchased or acquired for the purposes of construction, notwithstanding that the same may not have been actually delivered upon the work ; (*d*) all the rents, issues, profits, tolls and other revenues receivable by the Pacific Company from the said property, or any portion thereof ; and (*e*) all the rights, privileges, franchises, equipment and property which the Pacific Company now has, or which it or its successors shall hereafter acquire, possess or become entitled to, appertaining to the construction, maintenance, use or operation of the said railway, or of the terminals thereof, or of other property hereby mortgaged ; also including the leasehold interest in the Eastern Division of said railway ; Provided, however, that in respect of any leasehold or term of years included herein the interest of the trustee therein shall be subject to the provisions of Section 7 of Article nine hereof.

The foregoing description of the mortgaged premises is not intended to and shall not comprise or include any of the branch lines of the National Transcontinental Railway exceeding six miles in length, which may be hereafter constructed and for the construction of which authority may have been or may hereafter be obtained under any special Act of Parliament, nor any branch of such branch lines, whether the same shall or shall not exceed six miles in length, nor any of the classes or descriptions of property above described appertaining or belonging to the branch lines by this clause excepted, or any of them.

To have and to hold the mortgaged premises unto the trustee and to its successors and assigns, for ever, free from

incumbrances, in trust for the equal and proportionate benefit and security of all holders of the bonds and interest obligations to be issued hereunder, and secured by this indenture, and for the enforcement of the payment of said bonds and interest obligations when payable, and the performance of and compliance with the covenants and conditions of this indenture, without preference, priority or distinction of one bond over any other bond issued hereunder, by reason of priority in the issue or negotiation thereof, or otherwise howsoever.

And it is hereby covenanted and declared that all the bonds secured by these presents are to be issued and certified and delivered, and that the mortgaged premises are to be held by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth.

And it is covenanted between the parties hereto, and for the benefit of the respective holders, from time to time, of bonds issued hereunder, as follows, namely :—

ARTICLE THREE.

ISSUE, REGISTRATION AND APPROPRIATION OF BONDS AND THEIR PROCEEDS.

Section 1. All bonds to be secured hereby shall be completely signed and executed by the Pacific Company, and, the guarantee of the Government having been endorsed thereon, shall be delivered to the Trustee hereunder for certification, and the Trustee shall thereupon certify and deliver the same as hereinafter provided.

Section 2. The bonds to be issued under and secured by this indenture, together with the coupons appertaining thereto, shall be substantially of the tenor and purport above recited. In case the officers who shall have signed and sealed any of such bonds shall cease to be officers of the Pacific Company before the bonds so signed and sealed shall have been actually certified and delivered by the Trustee, such bonds may nevertheless be issued, certified and delivered subject to the provisions hereof, as though the persons who signed and sealed such bonds had not ceased to be officers of the Pacific Company. The coupons to be attached to such bonds shall be authenticated by the engraved signature of the treasurer of the Pacific Company, and said Company may adopt and use for that purpose the engraved signature of any person who shall have been such treasurer, notwithstanding the fact that such person may have ceased to be such treasurer at the time when such bonds shall be actually certified and delivered.

Section 3. All of the said bonds shall be so issued that the purchase price of any of such bonds (hereinafter referred to as the "proceeds" of the said bonds), shall be paid by the purchasers thereof from time to time into the Bank of Montreal, the Canadian Bank of Commerce, the Merchants Bank of Canada, or such other bank or banks as the Government may approve of (which are hereinafter collectively and distributively referred to as the "Bank.") The Bank shall receive and hold the said proceeds and any interest accruing thereon at the credit of the Minister of Finance and Receiver General of Canada,

in a special account in one of the offices of the said Bank, in accordance with and subject to the provisions of Section 4 of this Article.

Any bonds duly certified as aforesaid shall be delivered by the Trustee to the purchaser or purchasers thereof or on their order from time to time, as directed by the Pacific Company, but only upon the receipt by the Trustee from the Bank of a certificate in writing that it has received from such purchaser or purchasers the purchase price of such bonds.

Section 4. The Bank shall keep all such proceeds received by it as aforesaid at the credit of the said special account and interest upon the balances at the credit of the said account shall be credited at such times and at such rates as may be agreed upon between the Pacific Company and the Bank. In proportion as the construction of the Western Division is proceeded with to the satisfaction of the Government, according to the specifications agreed upon or to be agreed upon between the Government and the Pacific Company, the Government shall, out of the said proceeds and interest, pay to the Pacific Company or its nominees, in monthly payments as far as practicable, such sums as the chief engineer appointed by the Government or such other officer as the Government may appoint for that purpose, may certify are earned, having regard to the cost, at the date of such certificate, of construction work as hereinbefore defined, and having regard to the proportion of the cost of construction which, under the scheduled agreements, is to be met by the proceeds of bonds guaranteed by the Government.

Any proceeds remaining on deposit with the Bank and any interest payable on such proceeds pending the complete construction of the said Western Division, shall, subject to payments therefrom on account of construction work as hereinbefore provided, be deemed part of the mortgaged premises.

If, upon the complete construction and equipment of the said Western Division to the satisfaction of the Government, and the payment of all sums payable on account of construction work in respect thereof, there shall remain at the credit of the said account any balance of proceeds of the bonds issued hereunder, such balance and any interest payable thereon shall be applied on the order of the Pacific Company to the purchase of bonds issued hereunder; and upon receiving the bonds so purchased the Bank shall deliver the same to the Trustee, who shall forthwith cancel and destroy the same, and deliver to the Pacific Company an instrument in writing under its corporate seal, stating the numbers and amounts of the said bonds, and certifying that they have been cancelled and destroyed.

Section 5. Whatever the method of the implementing by the Government, in accordance with the provisions of the scheduled agreements in such manner as may be agreed upon as therein provided, of its guarantee of the bonds to be issued by the Pacific Company and guaranteed by the Government under the provisions of the scheduled agreements, the results of such implementing shall be paid into the said Bank and shall be dealt with by the said bank in the manner provided in Sections 3 and 4 of this Article.

Section 6. The principal of the bonds issued under and secured by this indenture shall not exceed the sum of fourteen million pounds sterling at any one time outstanding, inclusive of all bonds which may lawfully be issued by the Pacific Company and guaranteed by the Government under the provisions of the Transcontinental Railway Acts.

Section 7. The bonds issued under and secured by this indenture shall be payable on the first day of January, 1962, and shall be in the denomination of £100 each or of any multiple thereof as the directors of the Pacific Company shall from time to time determine.

Section 8. Only such bonds as shall bear thereon endorsed the certificate of the Trustee, by it duly executed under the hand of its secretary or assistant secretary, shall be secured by this indenture or shall be entitled to any lien or benefit thereunder; and every such certificate of the Trustee upon any bond executed on behalf of the Pacific Company shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to the benefits hereof. Before certifying or delivering any bond hereby secured, the Trustee shall cut off and cancel all coupons thereof then matured.

Section 9. The Pacific Company shall at all times keep at its head office in the city of Montreal, and at its office or agency in London, England, and at its office or agency in the city of New York, suitable and appropriate books for the registering of the holders of bonds to be issued hereunder; and every holder of one or more bonds hereby secured shall, subject to the provisions of Section 10 of this Article, be entitled, without charge, to have his name and address and the denomination and numbers of any of the said bonds held by him entered in such register, upon presenting at any one of the said offices a written statement of the said particulars, signed by himself, and producing the bonds; and every registration of the ownership of any bond shall be properly certified thereon, but no registration of a bond shall affect the negotiability by delivery of the coupons appertaining thereto. After such registration of any such bond certified thereon, no transfer shall be valid unless made by the registered holder thereof in person, or by his duly authorized attorney, on the Pacific Company's books at the office where such registration was made, and similarly noted on the bond, and each transfer thereof shall thereafter be recorded by endorsement upon the said bond, but the same may be discharged from registry by being transferred on the books at such office to bearer, such transfer being similarly noted on the bond, which shall restore the transferability of the bond by delivery. Any such bond may again from time to time be registered or transferred to bearer at the option of each holder thereof.

Section 10. After the first registration of any such bond the same shall continue to be registered only in the office in which the first entry of registration has been made.

Section 11. Each of the said registers shall be open at all reasonable hours to the inspection of the Trustee and of the Government, or any agent or officer duly appointed on behalf of the said Trustee or of the Government, and copies shall be furnished to the trustee or to the Government upon request.

Section 12. The Pacific Company shall be entitled to make a reasonable charge, not exceeding one dollar, for each transfer of a registered bond.

Section 13. In case any bond issued hereunder, with the coupons thereto appertaining, shall become mutilated or be destroyed, the Pacific Company, in its discretion, may issue and the Government shall guarantee, and thereupon the Trustee shall certify and deliver a new bond of like tenor and date, including coupons for unpaid interest thereon, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated bond and its coupons, or in lieu of and substitution for, the bond and its coupons so destroyed, upon receipt of evidence satisfactory to the Pacific Company and the Government of the destruction of such bond and its coupons, and upon receipt also of indemnity satisfactory to the Pacific Company and the Government, and the Pacific Company may charge for the issue of such new bond an amount sufficient to reimburse it for the expense incurred in the issue thereof.

Section 14. Nothing in this indenture, expressed or implied, is intended or shall be construed to give to any person or corporation, other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim, under or in respect of this indenture, or under any covenant, condition or provision herein contained; all its covenants, conditions and provisions being intended to be, and being, for the sole and exclusive benefit of the said parties and of the holders of the bonds hereby secured.

ARTICLE FOUR.

THE GUARANTEE OF THE GOVERNMENT OF CANADA.

Section 1. The Government hath, in the manner and in the terms set forth in the said Transcontinental Railway Acts, agreed to guarantee payment of the principal and interest of the bonds to be issued under this mortgage, and doth hereby agree to guarantee the same accordingly.

Section 2. The said guarantee may be signed by the Minister of Finance and Receiver General, and when so signed, shall be binding according to the tenor thereof. The signature of the Minister of Finance and Receiver General to the said guarantee may be engraved upon the said bonds, and the Government may adopt and use for that purpose the engraved signature of the present Minister of Finance and Receiver General, notwithstanding the fact that the present Minister of Finance and Receiver General may have ceased to be such Minister at the time when such bonds shall be actually certified and delivered.

Section 3. Notwithstanding anything herein contained, no liability shall attach to the Government as guarantor of bonds to be issued hereunder, except in respect of bonds upon which the Government shall have endorsed its guarantee as aforesaid.

Section 4. No extension, waiver or other modification, given or granted, pursuant to the provisions in this mortgage con-

tained, of the obligations of the Pacific Company under the provisions of said bonds, by the Trustee, or by all or any of the bondholders, or by such bondholders and Trustee acting together, shall release or discharge the Government from its obligation as guarantor of said bonds or upon its covenants herein contained.

Section 5. The provision made in the said agreement of the 18th day of February, 1904, in the words and figures following:—"Notwithstanding anything in the said contract contained, the Government may and shall, preserving always the proportions in the said agreement provided as between the Prairie and Mountain Sections of the Western Division, implement for the purposes and subject otherwise to the provisions of the said contract, its guarantee of the bonds of the said Company to be issued for the cost of construction of the said Western Division, in such manner as may be agreed upon, so as to make the proceeds of the said bonds so to be guaranteed a sum equal to seventy-five per centum of the cost of construction of the Western Division ascertained as provided in the said contract, but not exceeding in respect of the Prairie Section thirteen thousand dollars ($13,000.00) per mile" is brought into and made part of this mortgage, but no new or additional liability beyond such liability as the said provision may create or import, is intended to be, or is hereby imposed upon, or undertaken by the Government.

ARTICLE FIVE.

COVENANTS OF THE PACIFIC COMPANY.

The Pacific Company covenants with the other parties hereto as follows:—

Section 1. All the covenants, stipulations, promises and agreements in this indenture contained, by or on behalf of the Pacific Company, shall extend to and be binding upon the successors and assigns of the said company.

Section 2. That it will in every respect, in accordance with the provisions of the Transcontinental Railway Acts, lay out, construct and equip the said Western Division within the period prescribed by such Acts or any extension thereof duly authorized.

Section 3. That it will duly and punctually pay, or cause to be paid, to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at the dates and place and in the manner mentioned in such bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes which may hereafter be imposed, levied or assessed, and which the Pacific Company may be required to pay or to retain therefrom, under any present or future law of the Dominion of Canada, or of any Province, county, municipality or territory thereof, the Pacific Company hereby agreeing to pay all such tax or taxes.

Section 4. Whenever required by the Trustee, the Pacific Company shall grant, release, convey, confirm, assign, transfer and set over unto the Trustee the estate, right, title and interest

of the Pacific Company, in and to all the mortgaged premises, and also will do, suffer, execute, acknowledge and deliver, or will cause to be done, suffered, executed, acknowledged and delivered, all and every such further acts. deeds, conveyances, transfers and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the said mortgaged premises, as the Trustee shall reasonably require for better accomplishing the objects aud purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured, and especially will, if required by the Trustee, as soon as practicable execute, by way of further assurance, a supplementary deed or deeds of mortgage, containing, if necessary, a more definite description of the property intended to be covered by this mortgage or deed of trust.

Section 5. The Pacific Company shall, during construction and until the date of completion thereof which shall be the date fixed under section 7 of Article One hereof, pay all the interest upon the bonds issued by the Pacific Company and guaranteed by the Government hereunder on account of the construction of the Western Division and if default shall be made by the Pacific Company in the payment thereof, or of any part thereof the Government shall pay the same, and shall take up the coupons representing such interest; and any moneys so paid by the Government under its guarantee during the period of construction shall be held to have been paid in discharge of the liability of the Government, but not in discharge of the liability of the Pacific Company, and any moneys so paid by the Government shall continue to be a charge under this mortgage, and the Government shall be subrogated *pro tanto* to all the rights of the holders of the said bonds, the interest upon, or the principal of which shall have been paid in whole or in part by the Government, and shall, in respect of such bonds, be, in all respects, in the position of holders of bonds in respect of which default has been made, to the extent of the moneys so paid by the Government, and may exercise all the rights of such holders under this mortgage, and shall be entitled to be refunded moneys so paid during the period of construction out of the proceeds and interest thereon on deposit with the Bank.

Section 6. From the date of completion of the said Western Division, which shall be the date fixed under Section 7 of Article One hereof, the Pacific Company shall pay interest upon an amount of bonds equal to the principal of the bonds guaranteed by the Government on account of the construction of the Prairie Section, and if default shall be made by the Pacific Company in the payment thereof, or of any part thereof, the Government shall pay the same, and shall take up the coupons representing such interest; and any moneys so paid by the Government under its guarantee, whether for principal or interest, of the said bonds, shall be held to have been paid in discharge of the liability of the Government, but not in discharge of the liability of the Pacific Company with respect to the said bonds, and any moneys so paid by the Government shall continue to be a charge under this mortgage, and the Government shall be subrogated *pro tanto* to all the rights of the holders of the said bonds, the interest upon, or the principal of which shall have been paid in whole or in part by the Gov-

ernment, and shall, in respect of such bonds, be, in all respects, in the position of holders of bonds in respect of which default has been made, to the extent of the moneys so paid by the Government, and may exercise all the rights of such holders under this mortgage, so long as it shall continue to pay, according to the tenor and effect thereof, the interest upon bonds of which the principal is not due and in respect of which interest the Pacific Company shall have made default.

Section 7. During the first seven years from the date of completion of the said Western Division, which shall be the date fixed under Section 7 of Article One hereof, the Government shall pay the interest upon an amount of bonds equal to the principal of the bonds guaranteed by the Government on account of the construction of the Mountain Section and shall not have recourse against the Pacific Company for any interest so paid ; and, after the expiration of the said period of seven years, the Pacific Company shall be primarily liable to pay the said interest, and if default shall thereafter be made by the Pacific Company in payment thereof, or of any part thereof, the Government shall pay the same and take up the coupons representing such interest, and any moneys so paid by the Government under its guarantee, whether for principal or interest of the said bonds, shall be held to be paid in discharge of the liability of the Government, but not in discharge of the liability of the Pacific Company with respect to the said bonds, and any moneys so paid by the Government shall continue to be a charge under this mortgage, and the Government shall be subrogated *pro tanto* to all the rights of the holders of the said bonds, the interest upon or the principal of which shall have been paid in whole or in part by the Government, and the Government shall, in respect of all moneys which it may so pay, be, in all respects, in the position of holders of bonds in respect of which default has been made, to the extent of the moneys so paid by the Government, subject to the following proviso and exception, namely,—That the Government shall not, during the next succeeding period of three years following the period of seven years above mentioned, be entitled to exercise any rights of foreclosure or sale against the Pacific Company, or to take possession of the said mortgaged premises, if the default of the Pacific Company consists only in the failure to pay during the said period of three years, the interest upon an amount of bonds equal to the principal amount guaranteed by the Government on account of the construction of the said Mountain Section, but any moneys so paid by the Government shall be repaid by the Pacific Company to the Government in the following manner:—At the end of the said period of three years, the whole amount so paid by the Government shall be capitalized and shall be repaid by the Pacific Company to the Government, with interest at the rate or three per centum per annum, or the Pacific Company may, at its option, repay the same in forty equal annual instalments, with interest at the rate aforesaid, or may give to the Government bonds for the amount of the said interest so capitalized, payable the first day of January, 1962, with interest at the rate aforesaid; in any event, the interest so capitalized, and the bonds so to be given therefor, if any, shall continue to be secured by this mortgage.

After the said period of ten years immediately following after the date of completion of the said Western Division, which shall be the date fixed under Section 7 of Article One hereof, the Government shall not exercice any rights in respect of possession, foreclosure or sale by reason of non-payment of interest by the company under the provisions of this mortgage, unless and until there shall be such default to the extent in the whole of a sum equal to five years of such interest as the company is not relieved from payment of or permitted to defer or capitalize, under the provisions of paragraphs 31, 32 and 33 of the said agreement of the 29th day of July, 1903.

Section 8. In case of such default being made by the Pacific Company in respect of the interest on the said bonds so guaranteed by the Government as would, under the provisions of the scheduled agreements, entitle the Government to take possession of the Western Division or to foreclose or to sell the same, the remedy of the Government shall, notwithstanding anything in this indenture contained, be the taking possession thereof by and through an agent or manager, to be appointed by the Government with the concurrence of the Pacific Company, or if they are unable to agree, by a majority of the Supreme Court of Canada, whose powers and duties shall be to manage and operate the Western Division and to receive all the tolls and revenues thereof, to pay thereout working expenditure as hereinbefore defined, including the expenses of such management or agency, and to distribute the surplus tolls and revenues, after payment of such working expenditure, *pari passu* between the Government or other holders of the bonds secured by this mortgage, and the holders of Four Per Cent. Mortgage Sterling Bonds secured by a mortgage made by the Pacific Company to the National Trust Company as Trustee, constituting a second mortgage upon the said Western Division and other property of the Pacific Company therein described, in the proportion of seventy-five per centum of such surplus tolls or revenues to the holders of the former issue of bonds, and twenty-five per centum thereof to the holders of the latter issue of bonds.

Section 9. Should possession be taken as aforesaid, the right of the Government to such possession shall terminate if and when the application of the proportion of the said surplus tolls and revenues as in the last preceding section provided shall have paid off all arrears of the interest of the bonds secured by this mortgage.

Section 10. In the event of such default as aforesaid and the appointment of an agent or manager by the Government with the concurrence of the Pacific Company, or by the Supreme Court as hereinbefore provided, the trust hereby created shall not be terminated, but any duty or obligation of the said Trustee to take possession or otherwise enforce this security shall, in respect of the Western Division, merely be suspended during the possession of the said agent or manager.

Section 11. Notwithstanding anything herein contained, this mortgage is subject, in the first instance, to the payment of any penalty which may now or hereafter be imposed upon the Pacific Company for non-compliance, in respect of the said Western Division, with the requirements of *The Railway Act*,

1903, and to the payment of the working expenditure, as hereinbefore defined, of the said two Sections of the Western Division respectively.

Section 12. The Pacific Company shall acquire adequate terminals and terminal facilities for the proper operation of the Western Division, and shall operate the Western Division and keep the same and all rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects upon the same, covered by this mortgage, and every part thereof, in a good state of repair and in proper working order and condition, and shall, from time to time, provide such substituted or additional rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects as may be required for the proper and efficient operation of the Western Division, and all such substituted or additional rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects shall be subject in all respects to the trusts of this indenture; and the Pacific Company covenants and agrees that it will duly execute and deliver to the Trustee any and all instruments necessary or proper to subject such substituted or additional property to the lien of these presents.

Section 13. The Pacific Company shall, during the continuance of this security, carry on and conduct its business in a proper and efficient manner, keep proper books of account and, from time to time, give to the Government or to the Trustee any information which may reasonably be required relating to the affairs of the Pacific Company.

Section 14. The Pacific Company shall, during the continuance of this security, keep all structures, buildings, rolling stock and property at any time covered by this indenture insured against loss or damage by fire to such amounts as will reasonably protect the same, and shall pay all premiums and sums of money necessary for such purpose and exhibit the policies and receipts for the payment of premiums to the Trustee on request. If the Pacific Company fails to effect or keep in force such insurance, or produce evidence thereof at a reasonable time before the expiration of any contract for insurance from time to time in force, the Trustee may insure such property in like manner, and any moneys paid by the Trustee in respect thereof shall be immediately repaid by the Pacific Company with interest. No duty with respect to effecting or maintaining insurance shall rest upon the Trustee, and it shall not be responsible for any loss by reason of not insuring. All insurance moneys payable by virtue of any such insurance shall be used only for the purpose of rebuilding or reinstating the property damaged or destroyed, or of building or procuring other property in lieu thereof; but if the Pacific Company shall decide not to rebuild or restore the property damaged, destroyed, or part thereof, or to procure other property in lieu thereof, or if the Pacific Company shall not take steps to rebuild or restore the property damaged or destroyed, or part thereof, or to procure other property in lieu thereof, within one year from the date of the damage or destruction, or such further time as the Trustee may in writing allow, the moneys shall be paid over to the Trustee and may be applied by the Trustee on the order of the Pacific Company to the purchase in open market of any of the bonds hereby secured or in de-

fault of such order as the Trustee in its discretion may see fit, and the Trustee upon receiving the bonds so purchased shall forthwith cancel and destroy the same and deliver to the Pacific Company an instrument in writing under its corporate seal stating the numbers and amounts of the said bonds, and certifying that they have been cancelled and destroyed. The Trustee shall be under no duty to see to the collection of the insurance moneys or any part thereof.

Section 15. The Pacific Company covenants and agrees that it has not created or suffered to be created, and that it will not create or voluntarily suffer to be created any lien or charge having priority to or preference over, or ranking *pari passu* with the lien or charge of these presents upon the mortgaged premises, or any part thereof, or upon the income thereof; and that, if any lien or charge shall hereafter arise or be created or take effect upon the mortgaged premises, or any part thereof, contrary to the terms of this covenant, the Pacific Company will, within three months after the same shall have accrued, pay, or cause to be paid and discharged, or will make adequate provision for the satisfaction and discharge of every such lien or charge, and that it will punctually pay and discharge all lawful claims and demands of vendors, material men, mechanics, labourers, and others, which, if unpaid, might operate as a lien or charge upon the premises hereby mortgaged, or any part thereof, or the income thereof: provided, however, that nothing in this indenture contained shall be construed so as to prevent the Pacific Company from acquiring on credit rolling stock, subject to agreement that the property therein is not to pass until payment thereof is made in full, which agreement shall, according to the terms thereof, be valid, but the Pacific Company covenants and agrees that it will, itself, punctually pay all claims and demands upon such rolling stock, according to the terms of any such agreement.

This provision shall not relieve the Pacific Company in any way from or affect its obligation to the Government under paragraph 22 of the said agreement of the 29th day of July, 1903.

Section 16. The Pacific Company further covenants that it will from time to time pay and discharge all rates, taxes, levies, charges and assessments whatsoever, lawfully imposed upon the mortgaged premises, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such premises.

Section 17. The Pacific Company further covenants and agrees that it will not issue hereunder to be at any one time outstanding bonds secured by this indenture in excess of the said sum of fourteen million pounds sterling, and that it will not issue, negotiate, sell or dispose of any bonds hereby secured, otherwise than in accordance with the provisions of this indenture.

ARTICLE SIX.

POSSESSION UNTIL DEFAULT AND RELEASE.

Section 1. Until default shall have been made in the due and punctual payment of the interest or of the principal of the bonds hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Pacific Company, and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Pacific Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the mortgaged premises, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

Section 2. If, when the bonds hereby secured shall have become due and payable, the Pacific Company shall well and truly pay, or shall cause to be paid, the whole amount of the principal and interest due upon all of the said bonds then outstanding and the coupons for interest thereon, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount due thereon for principal and interest, then and in that case all the mortgaged premises shall revert to the Pacific Company, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee, on demand of the Pacific Company, and at its cost and expense, shall execute a release and discharge of this mortgage, and shall deliver to the Pacific Company, its successors and assigns, all the mortgaged premises and all securities, moneys, books, documents and other chattels and things held by it as Trustee hereunder.

ARTICLE SEVEN.

RELEASES OF MORTGAGED PROPERTY.

Section 1. Upon the written request of the Pacific Company, approved by resolution of its board of directors or executive committee and with the consent of the Government, the Trustee, from time to time, while the Pacific Company is in possession of the mortgaged premises, but subject to the conditions and limitations in this Article prescribed, and not otherwise, shall release from the lien and operation of this indenture any part of the mortgaged premises then subject thereto; provided (1) that no part of the line of railway or of the right of way of the Western Division shall be released, unless the same shall no longer be of use in the operation of any part of the mortgaged premises, and no part of such line of railway or of the right of way shall be so released if thereby the continuity of the railway between the several termini above-mentioned shall be broken; and (2) that no part of the mortgaged premises shall be released hereunder, unless at the time of such release it shall no longer be necessary or

expedient to retain the same for the operation, maintenance or use, of such railway, or for use in the business of the Pacific Company.

Section 2. No such release shall be made under this Article unless the Pacific Company shall have sold, or shall have contracted to exchange for other property, or to sell, the property so to be released, and the proceeds of any and all such sales shall be set apart and held in trust, and applied, with the consent or approval of the Trustee, to the purchase of other property, real or personal, or in betterments of or additions to the equipment or to the rolling stock, or otherwise in the improvement of some part of the mortgaged premises.

Section 3. Any new or additional property acquired by the Pacific Company in the place of any property released under this Article, shall immediately become and be subject to the lien of this indenture, as fully as the property specially described herein, and, if requested by the Trustee, the Pacific Company shall convey the same to the Trustee, by appropriate deed or deeds, upon the trusts and for the purposes of this indenture.

Section 4. The Pacific Company, while in possession of the mortgaged premises, shall also have full power, in its discretion, from time to time, to dispose of any portion of the machinery, implements, tools, plant and equipment at any time held subject to the lien hereof, which may have become unfit for use, replacing the same by new machinery, tools, plant and equipment, which shall forthwith becoms subject to the lien of this indenture.

Section 5. The purchaser or purchasers of any property sold or disposed of under any provision of this Article shall not be required to see to the application of the purchase money, or be responsible for the misapplication or non-application thereof.

Section 6. In case the mortgaged premises shall be in the possession of an agent or manager appointed on behalf of the Government under the power reserved and contained in the scheduled agreements, or of a receiver lawfully appointed under the provisions hereof, the powers in and by this Article conferred upon the Pacific Company may be exercised by such agent, manager or receiver, with the approval of the Trustee; and, if the Trustee shall be in possession of the mortgaged premises under the provisions hereof, then all such powers may be exercised by the Trustee in its discretion.

ARTICLE EIGHT.

REMEDIES OF TRUSTEE AND BONDHOLDERS.

Section 1. In case the Pacific Company and the Government shall make default in the payment of any interest on any bond or bonds hereby secured, or in case the Pacific Company shall make default in the performance of any of the covenants contained in section 15 of Article Five hereof, and any such default shall have continued for a period of six months, then and in every case of such continuing default, upon receiving from the chairman of a meeting of the bondholders a certified

copy of an extraordinary resolution, as hereinafter defined, making a request for such action by the Trustee, the Trustee, by notice in writing delivered to the Pacific Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upou all such bonds, with interest at the rate of three per centum per annum on overdue instalments of interest, and the expenses of the Trustee, shall either be paid by the Pacific Company, or be collected out of the mortgaged premises before any sale thereof shall have been made, then and in every such case such default and its consequences may be waived by the Trustee, with the consent of the bondholders expressed by an ordinary resolution, as hereinafter defined, but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

Section 2. (*a*) In case the Pacific Company and the Government shall make default in the payment of any interest on any bond or bonds secured by this indenture, or in case the Pacific Company shall make default in the performance of any of the covenants contained in section 15 of Article Five of this indenture, and any such default shall have continued for a period of six months:

(*b*) Or in case the Pacific Company shall make default in the due and punctual payment of the principal of any bond hereby secured:

(*c*) Or in case the Pacific Company shall make default in the due observance or performance of any other covenant or condition herein required to be observed, kept or performed by the Pacific Company, and any such default under this clause (*c*) hereof shall have continued for a period of six months after written notice thereof from the Trustee, then, and in each and every such case, the Trustee, by its officers, agents or attorneys, may exercise each and every of the remedies, trusts and powers following:

A. It may enter into and upon all or any part of the mortgaged premises, and may exclude the Pacific Company, its agents and servants, wholly therefrom, and, having and holding the same, may use, operate, manage and control the said mortgaged premises, and conduct the business thereof by its superintendents, managers, receivers, agents and servants or attorneys, to the best advantage of the holders of the bonds hereby secured, and upon every such entry the Trustee, subject to the payment of working expenditure, shall have the right to manage the mortgaged premises, and to carry on the business and exercise all the rights and powers of the Pacific Company in relation thereto, either in the name of the Pacific Company or otherwise, as the Trustee shall deem best; and the Trustee shall be entitled to collect aud to receive all tolls, earnings, income, rents, issues and profits of the same, and every part thereof; and after payment of working expenditure and any other proper prior charges upon the said mortgaged premises or any part thereof, as well as just and reasonable

compensation for its own services and for the services of all agents, clerks, servants and other employees by it necessarily and properly engaged and employed, it shall apply the moneys arising as aforesaid as follows:—

(1) In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest thereon at the rate of three per centum per annum, such payments to be made rateably to the persons entitled thereto, without discrimination or preference.

(2) In case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue instalments thereof at the rate of three per centum per annum) in the order of the maturity of the instalments, and then to the payment of the principal of all bonds hereby secured, such payments to be made rateably to the persons entitled thereto, without any discrimination or preference.

B. It may, with or without entry, by its officers, agents or attorneys, in its discretion, (*a*) sell to the highest and best bidder all and singular the mortgaged premises, and any such sale or sales shall be made at public auction in the city of Montreal, in the Dominion of Canada, or in such other place and at such time and upon such terms as the Trustee may fix and specify in the notice of sale to be given as herein provided; or (*b*) immediately upon the expiration of the six months in the two cases in which a continuance of default for six months is required before taking proceedings, and immediately upon default in payment of principal in the other case, may proceed to protect and enforce its rights and the rights of the bondholders under this indenture, by a suit or suits at law or in equity, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of such other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

C. It may, with or without entry, in its discretion, lease the whole or any part of the mortgaged premises for such term or terms as it may deem expedient.

Section 3. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of a waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Pacific Company and the Trustee shall severally and respectively be relegated to their former position and rights hereunder in respect of the mortgaged premises, and all the rights, remedies, and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 4. Upon receiving from the chairman of a meeting of the bondholders a certified copy of an ordinary resolution making a request therefor, it shall be the duty of the Trustee, upon being indemnified, as hereinafter provided, to take all proper and necessary steps for the protection and enforcement of its rights and the rights of the holders of the bonds hereby

secured, and to exercise the powers of entry or sale herein conferred, or both, or to take such appropriate proceedings by action, suit or otherwise as the Trustee, being advised by counsel learned in the law, shall deem most expedient.

Section 5. The bondholders shall have the right from time to time by extraordinary resolution to direct and control the method and place of conducting any and all proceedings for any sale of the mortgaged premises, or the foreclosure of this indenture, or the appointment of a Receiver, or any other proceeding hereunder, and in the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, to direct that the mortgaged premises shall be sold in one parcel and as an entirety, or in such parcels as the bondholders may deem best.

Section 6. Notice of any such sale pursuant to any provision of this indenture shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four consecutive weeks prior to such sale in *The Canada Gazette*, in a newspaper published in the city of Montreal, in a newspaper published in London, England, and in a newspaper published in the city of New York, respectively.

Section 7. The Trustee from time to time may adjourn any sale to be made by it under the provisions of this indenture, by announcement at the time and place appointed for such sale, or for such adjourned sale; and without further notice or publication, it may make such sale at the time and place to which the same shall be so adjourned.

Section 8. Upon the completion of any sale or sales under this indenture, the Trustee shall execute and deliver to the accepted purchase or purchasers a good and sufficient deed, or good and sufficient deeds of conveyance of the property and franchises sold. The Trustee and its successors are hereby appointed the true and lawful attorney or attorneys irrevocable of the Pacific Company, in its name and stead to make all necessary deeds of conveyance of property thus sold, the Pacific Company hereby ratifying and confirming all that its said attorney or attorneys shall lawfully do by virtue hereof.

Section 9. Any such sale or sales made under or by virtue of this indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Pacific Company of, in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Pacific Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold, or any part thereof, from, through or under the Pacific Company, its successors or assigns.

Section 10. The personal property and chattels conveyed or intended to be conveyed by or pursuant to this indenture, shall be deemed to be part of the realty for all the purposes of this indenture, and shall be held and taken to be fixtures and appurtenances of the Western Division and are to be sold therewith and not separate therefrom, execpt as herein otherwise provided.

Section 11. The receipt of the Trustee shall be a sufficient discharge to any purchaser of the property or any part thereof sold as aforesaid, for the purchase money, and no such purchaser, or his agents, grantees or assigns, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or shall, in any manner whatsoever, be answerable for any loss, mis-application or non-application of any purchase money, or any part thereof, or be bound to enquire as to the authorization, necessity, expediency, or regularity of any such sale.

Section 12. In case of such sale, whether under the power of sale hereby granted or pursuant to judicial proceedings, the principal of all the bonds hereby secured, if not previously due, shall immediately thereupon become and be due and payable, anything in said bonds or in this indenture contained to the contrary notwithstanding.

Section 13. The purchase money, proceeds and avails of any sale hereunder, whether under the power of sale hereby granted or pursuant to judicial proceedings, together with any other sums which may then be held by the Trustee under any of the provisions of this indenture, as part of the trust estate or of the proceeds thereof, shall be applied as follows :—

First. In the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances necessarily made or incurred by the Trustee, and of working expenditure, and in the payment of liens prior to the lien of these presents, except any taxes, assessments or other superior liens to which such sale shall have been made subject.

Second. In case the net proceeds of such sale shall be sufficient in the payment of the whole amount then owing or unpaid for principal and interest upon the bonds hereby secured, with interest at the rate of three per centum per annum on the overdue instalments of interests and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then in the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, rateably to the aggregate of such principal and of the accrued and unpaid interest.

Third. The surplus, if any, shall be paid to the Pacific Company, its successors or assigns, or to such person or company as may be lawfully entitled to receive the same.

Section 14. In case of any sale hereunder any bondholder who becomes a purchaser shall be entitled to tender in payment on account of such purchase any bonds hereby secured and any matured and unpaid coupons appertaining thereto, and shall be credit, on account of the purchase price of the property purchased, with the sum, if any, payable out of the net proceeds of such sale on the bonds and coupons so tendered, or on the overdue coupons as the case may be and the amount so credited shall be endorsed thereon.

Section 15.—In case there shall be any judgment outstanding against the Pacific Company then presently enforceable, or in case in any judicial proceeding by any party other than the Government or the Trustee, a receiver shall be appointed

in respect of the mortgaged premises, or a judgment be entered or order made for the sequestration of any part of the mortgaged premises, the Trustee shall thereupon be entitled forthwith to exercise the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided, and, as a matter of right, the Trustee shall thereupon be entitled to the appointment of a receiver and manager of the mortgaged premises with such powers as the court making such appointment shall confer. Provided that the right of entry and other rights and powers to be exercised by the Trustee hereunder shall not arise under this section by reason or on account of the taking possession of the mortgaged premises by an agent or manager appointed by the Government, pursuant to the provisions of the scheduled agreements.

Section 16. With the consent of the Trustee the Pacific Company may, at any time before the full payment of the principal and interest of the bonds hereby secured, and whenever it shall deem it expedient for the better protection and security of such bonds, although there may then be no default entitling the Trustee to enter into possession, surrender and deliver to the Trustee full possession of the whole or any part of the mortgaged premises, for any period fixed or indefinite. Upon such surrender and delivery to the Trustee, with its consent, the Trustee shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said mortgaged premises, or of any part thereof, the Trustee, from the time of its entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in section 2 of this Article.

Section 17. No holder of any bond or coupon hereby secured shall have any right to institute any action, suit, or proceeding, at law or in equity, for the foreclosure or sale of the mortgaged premises, or for the execution of any trust of this indenture, or for the appointment of a receiver, or for any other remedy hereunder, unless such holder shall have previously given to the Trustee written notice of such default and of the continuance thereof as hereinbefore provided; nor unless, also, an extraordinary resolution shall have been passed at a meeting of the bondholders requesting the Trustee to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, and after a copy of such resolution duly certified by the chairman of such meeting shall have been delivered to the Trustee, and it shall have had a reasonable opportunity thereafter to take such action; nor unless, also, there shall have been offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared,

in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture, and to any action or cause of action for foreclosure or sale, or for the appointment of a receiver or manager, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of such outstanding bonds.

Section 18. Except as herein expressly provided to the contrary, no remedy herein conferred upon, or reserved to the Trustee, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

Section 19. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power accruing upon any default continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given to the Trustee or to the bondholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders respectively.

Section 20. No remedy by the provisions of this Article given to the Trustee or to the bondholders or both shall be exerciseable without the consent of the Government expressed by Order in Council, so long as it shall continue to pay according to the tenor and effect thereof the interest upon bonds of which the principal is not due, and in respect of which interest the Pacific Company shall have made default.

ARTICLE NINE.

CONCERNING THE TRUSTEE.

Section 1. The Pacific Company shall pay all costs, charges and expenses necessarily and properly incurred by the Trustee in performing the trusts herein contained, including therein remuneration to the Trustee, and remuneration, salary or fees necessarily and properly paid by the Trustee to any counsel, solicitors, attorneys, agents or other persons employed by it, and also (in addition to any right of indemnity by law given to the Trustee) shall at all times keep indemnified the Trustee against all actions, proceedings, costs, claims and demands in respect of any matter or thing lawfully done or omitted, in any wise relating to the trusts hereby created. The Trustee may retain and pay to itself out of any moneys in its hands, subject to the trusts hereof, the amount of such remuneration as for the time being may be due to it, and of such costs, charges and expenses as aforesaid.

Section 2. All costs, charges and expenses incurred and payments made by the Trustee, or by its agents, attorneys or servants, in the lawful exercise of the powers hereby conferred, including all such remuneration, salary or fees as shall necessarily and properly be paid to any counsel, solicitor, attorney, agent or other person employed by it, shall be payable by the Pacific Company on demand, and all such costs, charges, expenses and payments, and any interest thereon, and all remuneration payable to the Trustee hereunder shall be a charge on the mortgaged premises.

Section 3. The Trustee shall not be bound to take any step to enforce the performance of any of the covenants on the part of the Pacific Company in these presents contained, unless upon request in writing by the Government or upon request of the bondholders evidenced by an extraordinary resolution passed at a meeting of the bondholders, and the delivery to the Trustee of a copy duly certified by the chairman of such meeting, and then only if it shall be indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable, and all costs, charges, damages and expenses which it may incur by so doing.

Section 4. The Trustee may, except as herein otherwise provided, from time to time and at any time, waive, on such terms and conditions as to it shall seem expedient, any breach by the Pacific Company of any of the covenants in these presents contained, and no waiver or license by the Trustee of any breach of any covenant or condition of this indenture shall affect or impair the right of the Trustee to enforce such covenant or condition in case of any subsequent breach thereof.

Section 5.—The Trustee shall not be liable for or by reason of any failure or defect of title to or any encumbrance upon the mortgaged premises, or for or by reason of the statements of fact or recitals in this mortgage or in the bonds contained, or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Pacific Company only.

Section 6. The Trustee shall not be responsible for any neglect or default on the part of any servant or agent appointed by it, if selected with reasonable care, nor for any error or mistake made in good faith.

Section 7. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now held or hereafter acquired by the Pacific Company, and whether falling within a general or specific description of property hereunder, is hereby excepted out of the assignment or transfer of such lease or agreement hereby made, and does not and shall not form part of the mortgaged premises.

And it is hereby further declared and agreed that after any sale made under the powers herein contained of any leasehold interest forming part of the mortgaged premises, the Pacific Company shall stand possessed of the premises sold for the last day of the term granted by the lease thereof or agreement therefor, in trust for the purchaser or purchasers, his or their executors, administrators and assigns, to be assigned and disposed of as he or they may direct.

Section 8. The Trustee or any trustee hereafter appointed may resign and be discharged from the trusts created by this indenture, by giving notice in writing of such resignation to the Pacific Company and to the Government, and by publication of such notice at least once a week for four successive weeks in *The Canada Gazette* and in a newspaper published in the city of Montreal.

The Trustee may be removed at any time by an extraordinary resolution duly passed at a meeting of the bondholders, and the delivery to it of a copy of such resolution duly certified by the chairman of such meeting, but no such removal shall be made before default hereunder, without the written consent of the Pacific Company and of the Government.

Section 9. In case the Trustee or any trustee hereafter appointed shall at any time resign or be removed, or otherwise become incapable of acting, a successor may, with the consent of the Government, be appointed by an extraordinary resolution passed at a meeting of the bondholders, and the delivery to such successor of a copy of such resolution duly certified by the chairman of such meeting ; provided, nevertheless, that in case there shall at any time be a vacancy in the office of Trustee hereunder, the Government and Pacific Company may by instrument in writing appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders, as herein authorized. The Pacific Company shall thereupon publish notice of the appointment of such trustee by the Government and the Pacific Company as aforesaid, once a week for four successive weeks in *The Canada Gazette* and in a newspaper published in London, England. Any new trustee so appointed by the Government and the Pacific Company shall immediately and without further act, be superseded by a trustee appointed as aforesaid, by extraordinary resolution, provided that such appointment be made by the bondholders within six months after the last publication of such last mentioned notice, otherwise the Trustee so appointed by the Government and the Pacific Company shall continue to act hereunder.

Any such new trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office, and also to the Pacific Company, an instrument acceptiug such appointment hereunder, and thereupon such new trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee under this indenture with like effect as if originally named as Trustee herein, but the Trustee ceasing to act shall, nevertheless, on the written request of the new trustee, execute and deliver an instrument transferring to such new trustee, upon the trusts herein expressed, all interest in the said estates, properties, rights, powers and trusts of the trustee so resigning or removed, and, upon the request of any such new trustee, the Government and the Pacific Company shall make, execute, acknowledge and deliver any and all deeds, conveyances or instruments in writing, for more fully and certainly vesting in and confirming to such new trustee all such estates, properties, rights, powers and trusts.

Upon every such appointment of a new trustee hereof, as aforesaid, the trust property shall, if and so far as the nature of the property and other circumstances shall require or admit, be deemed to be transferred so that the same, shall without further or other conveyance or assignment be vested in the Trustee hereof for the time being.

ARTICLE TEN.

CONCERNING MEETINGS OF BONDHOLDERS.

Section 1. Meetings of bondholders may be held as hereinafter provided, but, so long as the Government shall continue to pay, according to the tenor and effect of this indenture, the interest upon bonds of which the principal is not due and in respect of which interest the Pacific Company shall have made default, no meeting of bondholders shall be held without the consent of the Government, expressed by Order in Council, and neither the Pacific Company nor the Trustee shall convene such meeting until such consent shall have been first obtained.

In the following sections of this Article, wherever the word "bondholder" or "bondholders" is used, it shall be deemed to mean and include the Government, in every case where, under the provisions of this mortgage, the Government shall be entitled to represent and exercise the rights of holders of bonds of which as guarantor it shall have paid the interest in whole or in part, in which case the Government shall establish its rights of voting by the certificate of the Trustee, or of any bank or trust company approved by the Trustee, stating that the Government is the holder *pro tanto* of coupons representing an instalment or instalments of overdue interest.

Section 2. Subject to the provisions of section 1 of this Article, the Trustee or the Pacific Company may respectively, and the Trustee shall, at the request in writing of persons holding not less than one-fourth of the amount of the total vote as hereinafter defined at any time convene a meeting of the bondholders. Such meeting shall be held at such place in the city of Montreal, in London, England, or in the city of New York, as the Trustee shall determine.

Section 3. Notice of any meeting, specifying the place, day and hour of meeting and the general nature of the business to be transacted, shall be given to the bondholders by publication once a week for four successive weeks in *The Canada Gazette* and in a newspaper published in London, England, in a newspaper published in the city of New York and in a newspaper published in the city of Montreal. It shall not be necessary to specify in any such notice the terms of the resolutions to be proposed. A copy of such notice shall also be sent by post to the Trustee (unless the meeting shall be convened by it), at least two weeks before the day appointed for holding the meeting.

Section 4. At any such meeting, persons holding or representing by proxy one-fourth of the total vote as hereinafter defined shall form a quorum for the transaction of business other than business requiring the sanction of an extraordinary resolution as hereinafter provided. If within half an hour

from the time appointed for any meeting of the bondholders, a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same hour and place, and if at such adjourned meeting a quorum is not present, the meeting shall be dissolved.

Section 5. Some person nominated in writing by the Trustee shall be entitled to take the chair at every such meeting, and, if no such person is nominated, or if, at any meeting, the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the bondholders present shall choose one of their number to be chairman.

Section 6. Every question submitted to a meeting of the bondholders shall be decided, in the first instance, by a show of hands, and in case of an equality of votes, the chairman shall, both on a show of hands and at the poll, have a casting vote, in addition to the votes (if any) to which he may be entitled as a bondholder.

Section 7. At any such meeting of bondholders, unless a poll is demanded in writing by persons holding or representing by proxy one-twentieth of the total vote as hereinafter defined a declaration by the chairman that a resolution has been carried, or carried by any particular majority, or lost, shall be conclusive evidence of the fact.

Section 8. If at any meeting a poll is demanded as aforesaid, it shall be taken in such manner, and either at once or after an adjournment, as the chairman directs, and the result of such poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

Section 9. The chairman may, with the consent of any such meeting, adjourn the same from time to time.

Section 10. No poll shall be demanded on the election of a chairman, or on any question of adjournment.

Section 11. At any such meeting, the following persons and no others shall be entitled to vote :—

(1) Registered holders of bonds, or persons appointed as their proxies respectively, as hereinafter provided ;

(2) Bearers of bonds not registered ;

(3) Persons holding a certificate under the hand of the Trustee, or of any bank or trust company approved by the Trustee, stating that the holder of the certificate is entitled to the bonds described therein by their numbers respectively ;

(4) Persons representing the Government and holding its proxy in the cases provided for by section 1 of this Article.

Section 12. Each bondholder shall be entitled upon a poll to one vote in respect of each £100 of the principal amount of the bonds of which he is the registered holder, the bearer or the certificated holder as aforesaid, and the Government shall be entitled to such number of votes as shall bear to the number of votes held by the bondholders the same proportion as the moneys paid to bondholders by the Government for or on account of instalments of interest shall bear to the principal amount of such bonds, notwithstanding that under this provision the total amount of votes shall be thereby increased beyond the total number of bonds. And the words "total vote" when used in this Article shall mean the total vote which it is possible to cast under the provisions of this and the next preceding section.

Section 13. The instrument appointing a proxy shall be in writing under the hand of the appointor, or in the case of the Government under the hand of some officer duly authorized in that behalf, or if such appointor is a corporation, under its common seal, and any such instrument may be in the form following :—

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

I,
of
in the county of
being a holder of three per cent first mortgage sterling bonds, due 1962, of the above company, guaranteed by the Government of Canada, hereby appoint
as my proxy, to vote for me and on my behalf at the meeting of the said bondholders, to be held on the
day of and at any adjournment thereof.

Dated this day of

(Signed)

Section 14. Except where under the provisions of section 1 of this Article a proxy is appointed on behalf of the Government, no person or corporation (other than the Trustee) shall be appointed as a proxy, who is not a bondholder or a director of a corporation which is a bondholder.

Section 15. The instrument appointing a proxy shall be deposited at such place as the Trustee or the Pacific Company may, in the notice convening the meeting, direct, or in case there is no such place appointed, then at the head office of the Pacific Company in the city of Montreal, or at the office of the Pacific Company in London, England, or at the office of the Pacific Company in the city of New York, according as the meeting is convened to be held in Montreal, or London, or New York, respectively, not less than forty-eight hours before the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, and no proxy shall be used at any adjourned meeting which could not have been used at the original meeting.

Section 16. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal, or revocation of the proxy, or transfer of the bonds in respect of which the vote is given, unless notice in writing, of such death, insanity, revocation or transfer shall have been received at the office of the Pacific Company at the place where the meeting is appointed to be held, at least forty-eight hours before the time appointed for holding the meeting.

Section 17. Where there are joint registered holders of any bond or bonds, any one of such persons may vote at any such meeting either personally or by proxy in respect of such bond or bonds, as if he were solely entitled thereto, but, if more than one of such joint holders be present at any meeting, per-

sonally or by proxy, that one of such persons so present whose name stands first on the register in respect of such bond or bonds, shall alone be entitled to vote in respect thereof.

Section 18. A meeting of the bondholders shall, in addition to the powers in these presents hereinbefore specifically given, have the following powers, exercisable by extraordinary resolution as hereinafter defined, namely :—

(1) Power to sanction the surrender or release of any of the mortgaged premises.

(2) Power to sanction any modification or compromise of the rights of the bondholders against the Government or the Pacific Company, or against the property of said Company, whether such rights shall arise under these presents or otherwise.

(3) Power to assent to any modification of the provisions contained in these presents which shall be proposed by the Pacific Company and assented to by the Government and the Trustee.

Section 19. The expression "extraordinary resolution," when used in these presents, means a resolution passed by a majority of not less than three-fourths in value of the total vote as hereinafter defined represented and entitled to vote at a meeting of the bondholders duly convened and held in accordance with the provisions herein contained, at which there shall be present in person or by proxy, voters of not less than two-thirds in value of the total vote as hereinbefore defined. The expression "ordinary resolution" when used in these presents, means any other resolution duly passed at a meeting of bondholders duly convened and held in accordance with the provisions herein contained.

ARTICLE ELEVEN.

ACCEPTANCE OF TRUST, EXECUTION, AND DEPOSIT OF MORTGAGE.

Section 1. The Royal Trust Company party hereto of the Second Part, hereby accepts the trusts in this indenture declared and provided, as herein set forth.

Section 2. This indenture may be executed in six counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

Section 3. This indenture, when executed, shall be deposited by the Pacific Company in the office of the Secretary of State for the Dominion of Canada, and notice thereof shall be given by the Pacific Company in *The Canada Gazette* immediately after such deposit, and this indenture is not required to be registered elsewhere or in any other manner.

In Witness Whereof, the parties hereto of the first and second parts have duly caused these presents to be executed and their respective corporate seals to be hereunto affixed, and the said the Honourable William Stevens Fielding, Minister of Finance and Receiver General of the Dominion of Canada,

acting herein on behalf of and representing His Majesty King Edward the Seventh in respect of the said Dominion of Canada, hath hereunto set his hand and seal the day and year first above written.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY

By

Seal of Grand Trunk Pacific Ry. Co.

CHAS. M. HAYS,
President.

HENRY PHILIPS,
Secretary.

THE ROYAL TRUST COMPANY

By

Seal of Royal Trust Co.

GEO. A. DRUMMOND,
Vice-President.

H. ROBERTSON,
Manager.

.....

Minister of Finance and Receiver General.

SCHEDULE B.

This indenture, made the 15th day of March, 1905, Between :

The Grand Trunk Pacific Railway Company, a company duly incorporated by the Parliament of Canada (hereinafter called the "Pacific Company"), of the first part;

National Trust Company, Limited, a company duly incorporated under the laws of the province of Ontario in the Dominion of Canada (hereinafter called the "Trustee"), of the second part; and

The Grand Trunk Railway Company of Canada, a company duly incorporated by the Legislature of the late Province of Canada and now under the legislative jurisdiction of the Parliament of Canada (hereinafter called the "Grand Trunk Company"), of the third part;

Whereas, the Pacific Company was incorporated by an Act of the Parliament of Canada, chapter 122 of the statutes of 1903, with authority, among other things, to construct and operate the line of railway hereinafter mentioned;

And whereas, under date of the 29th day of July, 1903, an agreement was entered into between His Majesty the King, acting in respect of the Dominion of Canada (hereinafter called the "Government") and Sir Charles Rivers Wilson, C.B., G.C.M.G., and others, representing therein and acting on behalf of The Grand Trunk Pacific Railway Company, a company to be incorporated by Act of the Parliament of Canada at the then present session thereof, respecting the construction

and operation of a line of railway from Moncton, in the province of New Brunswick, and thence westerly across the continent to the Pacific Ocean, (therein designated as "The National Transcontinental Railway"), which said agreement forms the schedule to an Act of the Parliament of Canada, chapter 71 of the statutes of 1903, and, subject to the provisions of said Act, is thereby ratified and confirmed;

And whereas, the Pacific Company under date of the 18th day of February, 1904, entered into a further and supplementary agreement with the Government respecting the construction and operation of the said railway, which said agreement forms the schedule to an Act of the Parliament of Canada, chapter 24 of the statutes of 1904, and subject to the provisions of the said Act and of chapter 71 of the statutes of 1903 hereinbefore referred to, is also thereby ratified and confirmed. The said two respective agreements are hereinafter referred to as the Scheduled Agreements and the said two Acts, respectively confirming the same, are with their said schedules hereinafter referred to as the "Transcontinental Railway Acts;"

And whereas, the Transcontinental Railway Acts provide in effect for the construction and operation of a line of railway between the city of Moncton, in the province of New Brunswick, and the navigable waters of the Pacific Ocean, at or near Port Simpson or some other port in British Columbia, as may be agreed upon, comprising two Divisions, to be called the "Eastern Division" and the "Western Division," respectively, the Eastern Division of which shall comprise the portion of said railway to be constructed from its eastern terminus, through the central part of the province of New Brunswick and through the province of Quebec, by the shortest available line to the city of Quebec; thence westerly through the northern part of the provinces of Quebec and Ontario, and through the province of Manitoba to the city of Winnipeg; and the Western Division of which shall comprise the portion of the said railway between the said city of Winnipeg, or some point on the said Eastern Division, and the Pacific Ocean, extending westerly through the province of Manitoba, the North-west Territories and the province of British Columbia; the said Eastern Division to be constructed by, and at the expense of, the Government and to be leased to the Pacific Company upon the terms and conditions provided in the Transcontinental Railway Acts; and the said Western Division to be constructed and operated by the Pacific Company;

And whereas the said Western Division has, for convenient reference, been divided into two Sections, one extending from the eastern terminus thereof westerly to the eastern limit of the Rocky Mountains, to be established as hereinafter provided, to be designated the "Prairie Section," and the other extending westerly from the western terminus of the Prairie Section to the western terminus of the said Western Division, to be designated the "Mountain Section;"

And whereas the Transcontinental Railway Acts further provide that, for the purpose of aiding the Pacific Company in the construction of the Western Division, the Government shall guarantee payment of the principal and interest of an

issue of bonds to be made by the Pacific Company for a principal amount equal to 75 per centum of the cost of construction of the said division, as defined and ascertained in accordance with the provisions of paragraph 18 of the said Agreement of 1903, but that such principal amount shall not, in respect of the Prairie Section, exceed $13,000 per mile of the mileage thereof, although 75 per centum of such cost of construction may have exceeded the said sum of $13,000 per mile and shall preserving always the proportions in said Agreement provided as between the Prairie and the Mountain Sections of the Western Division, implement, for the purposes and subject otherwise to the provisions of said Agreement, its guarantee of bonds of the Pacific Company to be issued for the cost of construction of the said Western Division, in such manner as may be agreed upon, so as to make the proceeds of the said bonds so to be guaranteed a sum equal to 75 per centum of the cost of construction of the Western Division ascertained as provided in the said Agreement, but not exceeding, in respect of the Prairie Section, $13,000 per mile;

And whereas the Transcontinental Railway Acts further provide that the mortgage to secure the payment of the issue of first mortgage bonds to be guaranteed by the Government shall be a first charge upon the railway, undertaking, equipment and property, tolls, rights and franchises of the Pacific Company, including all equipment and property to be thereafter acquired by the Pacific Company (but not including branch lines exceding six miles in length or the revenues therefrom or the franchises in connection therewith, or such additional rolling stock as may, with the assent of the Government, be designated and marked by the Pacific Company as constituting the equipment thereof, and not including ships or any municipal or provincial grants of land, by way of bonus or subsidy, to the said Pacific Company other than for railway purposes);

And whereas by paragraph 34 of the said Agreement of 1903, the Pacific Company agrees that, inasmuch as the bonds to be guaranteed by the Government only make provision for a part of the cost of construction of the Western Division, the Grand Trunk Company shall guarantee bonds of the Pacific Company for the balance required for the construction of said Western Division, exclusive of the twenty million dollars required for first equipment which the Pacific Company is required to provide under paragraph 22 of said Agreement, and it is, by said paragraph 34, as amended by paragraph 14 of said Agreement of 1904, provided that the Pacific Company may issue a second series of bonds to be guaranteed as aforesaid by the Grand Trunk Company, to be a second charge upon the property referred to and described in paragraph 35 (*b*) of the said Agreement, and to be subject to, and to rank upon the said property next after the said bonds so to be issued and guaranteed by the Government;

And whereas by the said paragraph 35 (*b*) of the said Agreement of 1903 the mortgage to secure the issue of mortgage bonds to be so guaranteed by the Grand Trunk Company is to be a second charge upon the railway, undertaking, equipment and property, tolls, rights and franchises of the Pacific Company, including all equipment and property to be thereafter

acquired by the Pacific Company save and except the rolling stock constituting the equipment of the Eastern Division of said railway, (but not including branch lines exceeding six miles in length or the revenues therefrom or the franchises in connection therewith, or such additional rolling stock as may, with the assent of the Government, be designated and marked by the Pacific Company as constituting the equipment thereof, and not including ships or any municipal or provincial grants of land, by way of bonus or subsidy, to the Pacific Company other than for railway purposes), and by paragraph 35 of said agreement of 1903 it is further provided that the several mortgages and all bonds and securities required to carry the said Agreement into effect shall be in such form and contain such provisions not inconsistent with the terms of the said Agreement as the Government may approve ;

And whereas the Government acting by and through the Governor in Council has approved the form and provisions of this mortgage and of the bonds intended to be secured thereby ;

And whereas the said Pacific Company, under the powers conferred by the said several Acts hereinbefore recited, and every other power in any wise vested in it, has determined to create and issue bonds to be called Four Per Cent Mortgage Sterling Bonds, due 1955, Series A and Series B, respectively, for an amount of principal which shall not exceed £4,150,000 (the bonds of Series A to be in the aggregate for an amount of principal not exceeding £2,100,000 and the bonds of Series B to be in the aggregate for an amount of principal not exceeding £2,050,000) and which shall bear interest at the rate of four per centum per annum, payable semi-annually, to be secured by this mortgage upon the railway, undertaking, equipment and property, tolls, rights and franchises of the Pacific Company hereinafter described, with their appurtenances, and to be guaranteed as to principal and interest by the Grand Trunk Company pursuant to the terms of this mortgage ;

And whereas the form of the bonds, and of the coupons to be attached thereto, of the certificate to be signed by the Trustee and of the guarantee to be signed by The Grand Trunk Company are to be substantially as follows:

[*Form of Bond.*]

No..... £

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

Incorporated by Act of the Parliament of Canada, Cap. 122, Statutes of 1903.

Four Per Cent Mortgage Sterling Bond, Due 1955, (Series....).

Unconditionally Guaranteed by the Grand Trunk Railway Company of Canada.

This bond is one of Series....of an issue of bonds of The Grand Trunk Pacific Railway Company known as its Four Per Cent Mortgage Sterling Bonds, due 1955, consisting of

two series of such bonds designated as Series A and Series B, respectively, issued and to be issued, for an aggregate principal amount not exceeding four million one hundred and fifty thousand pounds sterling at any one time outstanding; the bonds of Series A issued and to be issued in respect of the Prairie Section of said Company's railway for an aggregate principal amount not exceeding two million one hundred thousand pounds sterling at any one time outstanding, and the bonds of Series B issued and to be issued in respect of the Mountain Section of said railway for an aggregate principal amount not exceeding two million and fifty thousand pounds sterling at any one time outstanding. Said bonds are in denominations of £100 and £200 (of which not more than £830,000 shall be in the denomination of £100 each), bearing interest at the rate of four per cent per annum, all of the bonds of each of said series respectively ranking *pari passu*. The said bonds are authorized under Acts of the Parliament of the Dominion of Canada, being Caps. 71 and 122, statutes of 1903, and Caps. 24 and 80, statutes of 1904, and by resolutions of the Board of Directors of the Grand Trunk Pacific Railway Company, duly passed on the 11th day of March, 1905, which resolutions were duly ratified and confirmed at a meeting of the shareholders of the said Company on the 11th day of March, 1905.

Know all men by these presents, that The Grand Trnnk Pacific Railway Company, a corporation hereinafter called the Pacific Company, for value received, promises to pay to the bearer, or if registered, to the registered holder, of this bond, on the first day of April, 1955, at its office or agency in London, England,..... hundred pounds sterling, and to pay interest thereon (but only upon presentation and surrender, as they severally mature, of the coupons therefor annexed hereto) at the rate of four per centum per annum from the first day of April, 1905, semi-annually on the first day of April and the first day of October in each year, at said office or agency, the first of said payments to become payable on the first day of October, 1905

Both the principal and interest of this bond are payable without deduction for any tax or taxes which the Pacific Company may be required to pay or to retain therefrom under any present or future law of the Dominion of Canada, or of any province, county, municipality or territory thereof, the Pacific Company hereby agreeing to pay all such tax or taxes.

This bond is one of Series..... of an issue of bonds of the Pacific Company known as its Four Per Cent Mortgage Sterling Bonds, due 1955, consisting of two series of such bonds designated as Series A and Series B, respectively, issued and to be issued, for an aggregate principal amount not exceeding four million one hundred and fifty thousand pounds sterling at any one time outstanding, under and in pursuance of, and all secured by, a mortgage or deed of trust dated the 15th day of March, 1905, executed by the Pacific Company to the National Trust Company, Limited, as Trustee, of the property and franchises of the Pacific Company now owned or hereafter to be acquired conveyed in trust by said mortgage or deed of trust, to which reference is hereby made for a statement of the property and franchises mortgaged, the nature and extent

of the security, the rights of the holders of said bonds of each of said series under the same, and the terms and conditions upon which said bonds are to be issued and secured. The bonds of Series A are issued and to be issued in respect of the Prairie Section of said Company's railway for an aggregate principal amount not exceeding two million one hundred thousand pounds sterling, at any one time outstanding, and the bonds of Series B are issued and to be issued in respect of the Mountain Section of said railway for an aggregate principal amount not exceeding two million and fifty thousand pounds sterling, at any one time outstanding.

The said mortgage or deed of trust is subject to a first mortgage or deed of trust executed by the Pacific Company to secure bonds of that Company, which are to be guaranteed by the Government of the Dominion of Canada.

This bond may, at the holder's option, be registered as to the principal thereof on the books of the Pacific Company at its head office in the city of Montreal, or at its office or agency in London, England, or at its office or agency in the city of New York and be made payable, as to the principal thereof, only to the registered holder named therein, but such registration shall not affect the negotiability of the coupons by delivery. After such registration, certified hereon, no transfer shall be valid, unless made by the registered holder or his duly authorized attorney on the Pacific Company's books at the office where such registration was made and similarly noted on the bond, but the same may be discharged from registry by being transferred on the books at such office to bearer, such transfer being similarly noted on the bond, and thereafter transferability by delivery shall be restored, but this bond may again, from time to time, be registered or transferred to bearer as before.

The Pacific Company agrees that it will not at any time hereafter, so long as any of the said bonds shall be outstanding, create or suffer to be created any charge upon, or issue any bond or bonds which shall be a lien upon, any of the property for the time being forming a part of the security for the repayment of the principal and interest due under said bonds, in priority to or *pari passu* with the charge or lien securing the said bonds or any of them, except so far as is provided by the said mortgage or deed of trust.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the certificate of the Trustee hereon endorsed.

This bond is to have endorsed hereon the guarantee of The Grand Trunk Railway Company of Canada.

In witness whereof, The Grand Trunk Pacific Railway Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or an Assistant Secretary, and coupons for said interest with the engraved signature of its Treasurer to be attached hereto as of the 1st day of April, 1905.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY,

By

.....

[L. S.] President.

.....

Secretary.

[*Statement to be stamped or engraved on the Bond.*]

At the option of the holder of this bond The Grand Trunk Pacific Railway Company will pay the principal and interest of said bond at the respective maturities thereof at its office or agency in the City of New York, in gold coin of the United States of America of the present standard of weight and fineness, at the fixed rate of exchange of four and $\frac{86}{100}$ dollars ($4.86) to the pound sterling, or at its office or agency in the city of Montreal, Canada, in currency of the Dominion of Canada at the same fixed rate of exchange.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY,

By

CHAS. M. HAYS,
President.

[*Form of Coupon.*]

No..... £

On the first day of ....., The Grand Trunk Pacific Railway Company will pay to the bearer at its office or agency in London, England,.....pounds sterling, being six months' interest then due on its Four Per Cent Mortgage Sterling Bond, due 1955 (Series.....), No. ..... guaranteed by The Grand Trunk Railway Company of Canada.

FRANK SCOTT,
Treasurer.

[*Statement to be stamped or engraved on each Coupon.*]

Payable at $..... ..... in New York in U. S. gold coin, or in Montreal in Canadian currency.

[*Form of Trustee's Certificate.*]

This certifies that this Bond is one of Series.....of an issue of Four Per Cent Mortgage Sterling Bonds, due 1955, described in the within-mentioned mortgage or deed of trust executed by The Grand Trunk Pacific Railway Company to the undersigned as Trustee.

NATIONAL TRUST COMPANY, LIMITED,
Trustee.

By

.....
Manager.

And whereas the Grand Trunk Company has approved of the form and provisions of this mortgage and of the bonds to be secured hereby, and of the form of guarantee as hereinafter set forth, namely :

[*Form of Guarantee.*]

For value received, The Grand Trunk Railway Company of Canada, having been thereunto duly authorized, hereby un-

conditionally guarantees the prompt payment of the principal and interest of the within bond according to the tenor thereof, and it agrees that if such payment is not made it will itself forthwith make such payment.

In witness whereof The Grand Trunk Railway Company of Canada has caused this guarantee to be signed on its behalf by its Treasurer thereunto authorized under the seal of the Company by a resolution of its Board of Directors dated the 21st day of December, 1904.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY OF CANADA,

By

.....

Treasurer.

And whereas the creation, and issue of the said Four Per Cent Mortgage Sterling Bonds, due 1955, and the execution of this mortgage to secure the same have been duly authorized by the Board of Directors of the Pacific Company in terms of the resolutions passed at a Board meeting duly held on the 11th day of March, 1905, copies of which are as follows :

" Resolved that, for the purpose of providing for the payment of the cost of construction of the Western Division of the Company's railway, this Company shall create and issue its bonds in two series, as hereinafter provided, secured upon the railway, undertaking, equipment and property, tolls, rights and franchises of the Company, to be known as its Four Per Cent Mortgage Sterling Bonds, due 195 , (Series A and Series B, respectively) for an aggregate principal amount which shall not in any event exceed the sum of £4,150,000 at any one time outstanding. Such bonds shall be issued in two series to be known as Series A and Series B, respectively, Series A to be issued in respect of the Prairie Section of said Western Division for an aggregate principal amount which shall not exceed the sum of £2,100,000 at any one time outstanding, and Series B to be issued in respect of the Mountain Section thereof for an aggregate principal amount which shall not exceed the sum of £2,050,000 at any one time outstanding, and shall be payable in sterling on the first day of April, 1955, at the office or agency of the Company, in London, England, and shall bear interest at the rate of four per centum per annum, from the first day of April, 1905, payable in sterling semi-annually, on the first day of April, and the first day of October, in each year, at said office or agency. Said bonds may be of such denominations as the Directors shall determine, provided that such bonds shall not be issued for any denonmination less than £100 sterling.

" Resolved further, that the proper officers of the Company may cause to be stamped or engraved on each of said bonds before the issue thereof a statement in the form following, to wit :

" ' At the option of the holder of this bond The Grand Trunk Pacific Railway Company will pay the principal and interest

thereof at its office or agency in the city of New York, in gold coin of the United States of America of the present standard of weight and fineness, at the fixed rate of exchange of four and $\frac{86}{100}$ dollars ($4.86) to the pound sterling, or at its office or agency in the City of Montreal, Canada, in currency of the Dominion of Canada at the same fixed rate of exchange.'

"And upon each coupon attached to said bonds a statement in form following, to wit:

"'Payable at $ in New York in U.S. gold coin, or in Montreal in Canadian currency.'

"Resolved further, that, in order to secure payment of said bonds issued and to be issued, with the interest thereon, this Company shall execute a mortgage or deed of trust to the National Trust Company, Limited, a company duly incorporated under the laws of the Province of Ontario, in the Dominion of Canada, as Trustee, covering the railway, undertaking, equipment and property, tolls, rights and franchises of this Company described in the draft of mortgage now submitted to this Board.

"And resolved further, that said draft of mortgage and the form of bonds and coupons and statements to be stamped or engraved thereon, respectively, and of the guarantee of The Grand Trunk Railway Company of Canada to be endorsed on said bonds, which are embodied in the said draft mortgage, be and the same are hereby approved, and that the President or one of the Vice-Presidents and the Secretary of this Company be and they are hereby authorized to execute the said mortgage and bonds on behalf of this Company under its corporate seal.

"Resolved, further, that the statement to be stamped or engraved on said bonds shall be authenticated by the engraved signature of the present President of the Company and the Company may adopt and use for that purpose the engraved signature of any person who shall have been such President, notwithstanding the fact that such person may have ceased to be such President at the time when such bonds shall be actually certified and delivered.

"And resolved further, that in case the officers who shall have signed and sealed any of such bonds shall cease to be officers of the Company before the bonds so signed and sealed shall have been actually certified and delivered by the Trustee, such bonds may nevertheless be adopted and used by the Company, and upon the written request of this Company may be issued, certified and delivered as though the persons who signed and sealed such bonds had not ceased to be officers of the Company. The coupons to be attached to such bonds may be authenticated by the engraved signature of the present Treasurer or any future Treasurer of the Company and said Company may adopt and use for that purpose the engraved signature of any person who shall have been such Treasurer, notwithstanding the fact that such person may have ceased to be such Treasurer at the time when such bonds shall be actually certified and delivered."

And whereas the said resolutions of the Board of Directors of the Pacific Company together with said draft of mortgage and the form of bonds and coupons and statements to be stamped

or engraved thereon, respectively, and of the guarantee of the Grand Trunk Company to be endorsed on said bonds, which are embodied in the said draft mortgage were thereafter submitted to a meeting of the shareholders of the Pacific Company duly called and held in conformity with the provisions of the Railway Act, 1903, at which shareholders representing at least two-thirds in value of the subscribed stock of the Pacific Company and who had paid all calls due thereon were present in person or represented by proxy, and the said resolutions of the said Board of Directors were in all things at the said meeting duly ratified and confirmed;

And whereas this mortgage is substantially in the form of the said draft mortgage approved by the directors and the shareholders at the said meetings, respectively;

And whereas the form of bonds, coupons to be attached thereto, the said statements thereon, the Trustee's certificate to be signed by the said Trustee, and the guarantee to be endorsed thereon by the Grand Trunk Company, as the same were approved by the directors and the shareholders as above set forth, are severally substantially set forth in this mortgage;

And whereas in pursuance of such authority and of all and every legal power and authority in it vested, the Pacific Company proposes now to issue and deliver the bonds hereby secured, and to execute this indenture to secure the said bonds and to declare the terms and conditions upon which every such bond is and shall be issued and secured.

Now, therefore, this indenture witnesseth as follows:

ARTICLE ONE.

MEANING OF TERMS.

Section 1. The Grand Trunk Pacific Railway Company, a company duly incorporated by the Parliament of Canada, is herein called the "Pacific Company"; The Grand Trunk Railway Company of Canada, a company duly incorporated by the Legislature of the late Province of Canada, and now under the legislative jurisdiction of the Parliament of Canada, is herein called the "Grand Trunk Company"; and the National Trust Company, Limited, a company duly incorporated under the laws of the Province of Ontario in the Dominion of Canada, is herein called the "Trustee."

Section 2. All the covenants, stipulations, promises and agreements in this indenture contained, by or on behalf of the Pacific Company, or of the Grand Trunk Company, shall extend to and be binding upon the successors and assigns respectively of each of the said Companies.

Section 3. Unless there is something in the subject or context inconsistent therewith, the words "the Trustee" shall be construed to refer to and describe the Company which shall, for the time being, be charged with the execution of any of the trusts of these presents whether such company shall be the Company named herein as the Trustee or any successor of the said company in the said trusts.

Section 4. The expression "the mortgaged premises" shall include all the premises and franchises hereby mortgaged or charged in any way with the payment of moneys intended to be secured by these presents.

Section 5. For the purposes of reference in this mortgage the portion of the railway of the Pacific Company, referred to in the said Transcontinental Railway Acts as the Western Division, shall be considered as being divided into two sections, namely (1) extending from the eastern terminus thereof, at the City of Winnipeg or at some point on the Eastern Division of the National Transcontinental Railway not East of the ninety-sixth meridian of longitude, thence westerly to a point at or near the eastern limit of the Rocky Mountains, to be designated the "Prairie Section," and (2), extending westerly from the western terminus of the said Prairie Section to the western terminus of the said Western Division, to be designated the "Mountain Section." The said eastern limit of the Rocky Mountains shall be established after the location of the line, and after actual surveys have determined the profile thereof upon such location, and shall be fixed and agreed upon by the Chief Engineer of the Pacific Company and the Chief Engineer of the Government as the result of such surveys, having regard to the physical features of the country and to the cost of construction, and endeavouring as fairly as possible to determine where the more easy and less expensive work characteristic of prairie construction comes to an end, and the more difficult and expensive work characteristic of mountain construction begins, and, in case the said Engineers shall differ, the question shall be determined by the said Engineers and a third arbitrator, to be chosen by them, and, in the event of their being unable to agree on a third arbitrator, the Chief Justice of the Supreme Court of Canada may appoint the said third arbitrator, and the decision of the majority shall be final.

Section 6. The expression "construction work," for the purposes of this mortgage generally, and of the securities issued and to be issued hereunder, and more particularly for the purposes of Section 5 of Article Three ot this mortgage, shall mean and include all wages, materials and supplies for construction of the Section of the Railway in respect of which such expression is used, or any part thereof, material purchased or acquired for the purposes of such construction, machinery, plant, implements, tools, services and transportation required for, or entering into, the cost of such construction, expenditure for right-of-way and other lands required for the purposes of said Section and for terminal facilities thereof, expenditure for compensation for lands injuriously affected, for accommodation works and damages, for compensation for injuries, accidents and casualties to persons and property incidental to or arising out of such construction, for preliminary expenses, surveys and engineering, maintenance, repairs and replacement of works and materials during construction, superintendence and management, bookkeeping, legal and medical expenses, and, generally, all costs and expenditure occasioned by the construction of such Section, whether of the same kind as, or differing from, the classes of expenditure especially above mentioned, including stamp duties, banking charges, exchange and interest upon the money expended: Provided, however, that no materials or supplies shall be included in the expression "construction work," unless and until they shall have been delivered in Canada to the Pacific Company.

Where the work is done under contract, the expression "construction work" shall also include payments and obligations to contractors for construction of any part of such Section.

The expression "construction work" shall also include the material, supplies and labour expended in the construction of the telegraph and telephone lines reasonably required for the operation of the Section of the Western Division of the Railway in respect of which such expression is used, or any part thereof.

The said expression "construction work" in regard to the Section in respect of which the same is used shall also include any sum or sums of money paid or to be paid by the Pacific Company as interest accruing, or about to accrue, during the period of construction, as hereinafter defined, upon the bonds issued and to be issued by the Pacific Company and guaranteed by the Government under the said first mortgage, and also upon any bonds issued hereunder in respect of said Section, less any sum or sums of money received by the said Company from its net earnings in respect of said Section, or as interest upon any proceeds of bonds issued in respect thereof.

Section 7. The expression "working expenditure" when used in respect of either Section of the Western Division of said railway for the purposes of this mortgage and of the securities issued and to be issued hereunder shall mean and includes all expenses of maintenance of each of the said Sections, respectively, and of the stations, buildings, works and conveniences belonging thereto, and of the rolling and other stock and movable plant used in the working thereof, and all such tolls, rents or annual sums as are paid on account of property leased to or held by, the Pacific Company in respect of the said Section (apart from the rent of the Eastern Division or any other leased line), or in respect of the due proportion of the hire of rolling stock let to the Pacific Company as part of the equipment of the said Western Division; all rent, charges or interest on the purchase money of lands belonging to the Pacific Company purchased for the use of such Section but not paid for, or not fully paid for; all expenses of or incidental to working such Section and the traffic thereon, including all stores and supplies and all necessary repairs and supplies to rolling stock thereof while on such Section or elsewhere; all rates, taxes, insurance and compensation for accidents or losses payable in respect of such Section; also all salaries and wages of persons employed in and about the working of the said Section and the traffic thereon; the due proportion of such tolls, rent or other sums as may be payable for the use of rolling stock used upon such Section, of all office and management expenses, including directors' fees, agency, legal, medical and other like expenses, and of any sums of money contributed to any fund for the benefit of the employees of the Pacific Company; and all costs and expenses of and incidental to the compliance by the Pacific Company with any order of the Board of Railway Commissioners for Canada or of any Board or authority which may hereafter be duly constituted by the Parliament of Canada for the regulation of railways, and made in reference to such Section, and generally all such charges, if any, not above otherwise specified as in all cases of English

railway companies are usually carried to the debit of revenue as distinguished from capital account.

Section 8. The expression "period of construction" in section 6 of this article shall mean the period of time, which shall elapse until the Western Division shall be completed under the provisions of the Transcontinental Railway Acts of any Act of Parliament extending the time for completion, and the date of such completion is to be fixed by the Government by Order in Council.

ARTICLE TWO.

PROPERTY GRANTED IN TRUST.

In order to secure the payment of the principal and interest of all the bonds at any time hereafter issued and outstanding under this indenture according to their tenor and effect, and the performance of all the covenants and conditions herein contained, and to declare the terms and conditions upon which such bonds are issued and received, the Pacific Company, in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, released, conveyed, assigned, transferred and set over and doth hereby grant, bargain, sell, release, convey, assign, transfer and set over unto the Trustee, its successors and assigns forever, All and Singular the railway, undertaking, equipment and property, tolls, rights and franchises of the Pacific Company, and all rights and franchises, equipment and property to be hereafter acquired by the Pacific Company save and except the rolling stock constituting the equipment of the Eastern Division of the National Transcontinental Railway, (but not including branch lines exceeding six miles in length forming part of the Pacific Company's railway, or the revenues therefrom, or the rights and franchises in connection therewith, or such additional rolling stock as may, with the assent of the Government, be desginated and marked by the Pacific Company as constituting the equipment thereof and not including ships or any municipal or provincial grants of land, by way of bonus or subsidy, to the said Pacific Company, other than lands required for right of way, station grounds, terminals or other like railway purposes, and not including any cash subsidies or bonuses).

And all and singular the estates, leasehold or otherwise rights, privileges and franchises belonging or appertaining to the said railway, undertaking, equipment and property, except as above provided, including (*a*) all terminals, wharves, piers, docks and all other structures connected therewith and all telegraph and telephone lines; (*b*) all roadbeds, superstructures, rights of way, rails, tracks, sidetracks, sidings, extensions, bridges, viaducts, terminals, buildings, depots, stations, tanks and water appliances, warehouses, car-houses, engine-houses, freight-houses, coal-houses, wood-houses, machine-shops and other shops, turn-tables, water stations, fences, structures, erections and fixtures, and any and all other property real or

personal of every kind or description now or hereafter to be provided or acquired by the Pacific Company or its successors; (*c*) all locomotives, engines, cars and other rolling stock, equipment (save as hereinbefore excepted in respect of the equipment of the Eastern Division), machinery, instruments, tools, implements, fuel, materials, furniture and other chattels of the Pacific Company now owned or hereafter held, acquired or provided by the Pacific Company, or its successors, including materials and supplies purchased or acquired for the purposes of construction, notwithstanding that the same may not have been actually delivered upon the work; (*d*) all the rents, issues, profits, tolls and other revenues receivable by the Pacific Company from the said property, or any portion thereof; and (*e*) and all the rights, privileges, franchises, equipment and property which the Pacific Company now has, or which it or its successors shall hereafter acquire, possess or become entitled to, appertaining to the construction, maintenance, use or operation of the said railway, or of the terminals thereof, or of other property hereby mortgaged; also including the leasehold interest in the Eastern Division of said railway; provided, however, that in respect of any leasehold or term of years included herein the interest of the Trustee therein shall be subject to the provisions of Section 7 of Article Nine hereof.

The foregoing description of the mortgaged premises is not intended to and shall not comprise or include any of the branch lines of the National Transcontinental Railway exceeding six miles in length which may be hereafter constructed and for the construction of which authority may have been or may hereafter be obtained under any special Act of Parliament, nor any branch of such branch lines whether the same shall or shall not exceed six miles in length, nor any of the classes or descriptions of property above described appertaining or belonging to the branch lines by this clause excepted, or any of them.

To have and to hold the mortgaged premises, unto the Trustee and to its successors and assigns, forever, in trust for the equal and proportionate benefit and security of all holders of the bonds and interest obligations to be issued hereunder, and secured by this indenture, and for the enforcement of the payment of said bonds and interest obligations when payable, and the performance of and compliance with the covenants and conditions of this indenture, without preference, priority or distinction of one bond over any other bond issued hereunder by reason of priority in the issue or negotiation thereof, or otherwise howsoever; except in so far as the holders of bonds of either of said series are entitled, under the provisions of this mortgage, to any preference, priority or distinction as against the holders of the bonds of the other series, subject, however, to any mortgages or deeds of trust executed to secure the said first mortgage bonds to be guaranteed by the Government as aforesaid, if and when issued, but otherwise free from incumbrances.

And it is hereby covenanted and declared that all the bonds, secured by these presents, are to be issued and certified and delivered, and that the mortgaged premises are to be held by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth.

And it is covenanted between the parties hereto and for the benefit of the respective holders, from time to time, of bonds issued hereunder, as follows, namely :—

ARTICLE THREE.

ISSUE, REGISTRATION AND APPROPRIATION OF BONDS AND THEIR PROCEEDS.

Section 1. All bonds to be secured hereby shall be completely signed and executed by the Pacific Company and, the guarantee of the Grand Trunk Company having being endorsed thereon, shall be delivered to the Trustee hereunder for certification, and the Trustee shall thereupon certify and deliver the same as hereinafter provided.

Section 2. The bonds to be issued under and secured by this indenture, together with the coupons appertaining thereto, shall be substantially of the tenor and purport above recited. In case the officers who shall have signed and sealed any of such bonds shall cease to be officers of the Pacific Company before the bonds so signed and sealed shall have been actually certified and delivered by the Trustee, such bonds may nevertheless be adopted and used by the Pacific Company, and, upon the written request of said Company, shall be issued, certified and delivered subject to the provisions hereof, as though the persons who signed and sealed such bonds had not ceased to be officers of the Pacific Company. The coupons to be attached to such bonds shall be authenticated by the engraved signature of the Treasurer of the Pacific Company, and said Company may adopt and use for that purpose the engraved signature of any person who shall have been such Treasurer, notwithstanding the fact that such person may have ceased to be such Treasurer at the time when such bonds shall be actually certified and delivered.

Section 3. The said statement to be stamped or engraved on said bonds shall be authenticated by the engraved signature of the President of the Pacific Company, and the said Company may adopt and use for that purpose the engraved signature of any person who shall have been such President, notwithstanding the fact that such person may have ceased to be such President at the time when such bonds shall be actually certified and delivered.

Section 4. The purchase price of the bonds of either of said series or of any of such bonds (hereinafter referred to as the "proceeds" of the said bonds respectively), shall be paid by the purchasers thereof from time to time to a Bank or Banking Company (hereinafter called "the Depositary") designated for that purpose by the Pacific Company, such designation, however, to be subject to the approval in writing of the Trustee which shall not be unreasonably withheld. The Depositary is to receive, hold and dispose of the said proceeds and any interest accruing thereon in accordance with and subject to the provisions of Section 5 of this Article, but shall not be authorized to act as such Depositary or to receive the said proceeds or any part thereof unless and until by an instrument in writing, duly executed, hereinafter referred to as the Deposit agreement, it shall have agreed with the Trustee and

the Pacific Company to receive, hold and dispose of said proceeds as herein provided.

The same Bank or Banking Company may be designated to receive the proceeds of the bonds of both Series A and Series B; but in that event the proceeds of the bonds of one series shall be kept separate and apart from those of the other series as is more particularly provided for in Section 5 of this Article.

Any bonds duly certified as aforesaid shall be delivered by the Trustee to the purchaser or purchasers thereof or on their order from time to time as directed by the Pacific Company, but only upon the receipt by the Trustee from the Depositary in respect of the proceeds of such bonds of a certificate in writing that it has received from such purchaser or purchasers an amount certified by the Pacific Company to be the purchase price of said bonds.

Section 5. The Depositary of the proceeds of the bonds of either of said series shall keep all such proceeds received by it as aforesaid to the credit of the Trustee and the Pacific Company jointly, and in case the same Bank or Banking Company shall be acting as Depositary in respect of the proceeds of bonds of both series, the proceeds of bonds of Series A (issued in respect of the Prairie Section) shall be kept separate and apart from the proceeds of bonds of Series B (issued in respect of the Mountain Section). The Depositary shall from time to time pay any such proceeds held by it and any interest accruing thereon from time to time to the Pacific Company upon the joint draft of the Trustee and the Pacific Company, signed by their duly authorized officers or agents, but only for the balance of the amounts to be stated as the actual cost of construction work or interest on bonds included as part of such cost in the certificates hereinafter provided for of the Chief Engineer or of the General Auditor or other chief accounting officer of the Pacific Company remaining after deducting therefrom the amount stated in such certificates, respectively, to have been paid or to be payable on account thereof out of the proceeds of first mortgage bonds, as provided in the mortgage securing the same; but the proceeds of bonds of Series A shall be so paid only in respect of construction work on the Prairie Section, for which payments shall be due and payable as herein before provided; and the proceeds of bonds of Series B shall be so paid only in respect of construction work on the Mountain Section for which payments shall be due and payable as hereinbefore provided. Such joint draft shall be accompanied by a certificate of the Chief Engineer of the Pacific Company (and the Depositary shall not make the payment until the same shall be furnished) stating the actual cost of the construction work on said Prairie Section or said Mountain Section on account of which such joint draft is made and the amount paid or payable on account thereof out of the proceeds of first mortgage bonds, as provided in the mortgage securing the same; that the price paid or agreed to be paid for such construction work is not in excess of the fair value thereof; and in each instance where any instalment shall theretofore have been paid out of the proceeds of said bonds, that the same has been actually used or expended for the purpose or purposes for which the payment thereof was made.

Whenever any such joint draft as aforesaid shall include any sum paid or to be paid on account of interest on bonds included as part of the cost of construction work as hereinbefore defined, the Pacific Company shall in each instance furnish to the said Depositary (and the Depositary shall not make the payment until the same shall be furnished) a certificate or certificates of its General Auditor or other chief accounting officer stating (*a*) the amount necessary to be paid in respect of interest due or accruing due upon bonds; (*b*) the amount of interest credited in respect of proceeds of bonds in the hands of the Depositary and not theretofore applied towards payment of such bond interest; (*c*) the amount of net earnings not theretofore applied towards payment of such bond interest; (*d*) when payments have theretofore been made by the Depositary to enable such bond interest to be paid, that the same have been so applied. The production of any such certificate of the said Chief Engineer, General Auditor, or other chief accounting officer, shall be conclusive evidence to the Trustee and the Depositary of the facts stated therein.

Any proceeds remaining on deposit with the Depositary, and any interest payable on such proceeds, pending the complete construction of the Section in respect of which such bonds were issued shall, subject to payments therefrom on account of construction work, as hereinbefore provided, be held by the Depositary as security for the payment of the said bonds.

If, upon the complete construction and equipment of either Section of said Western Division to the satisfaction of the Government, and the payment of all sums payable on account of construction work in respect thereof, there shall remain on deposit with the Depositary any balance of the proceeds of the bonds issued in respect of the Section the construction of which shall be so completed, such balance and any interest payable thereon shall be applied on the order of the Pacific Company to the purchase of bonds of the same series; and upon receiving the bonds so purchased the Depositary shall deliver the same to the Trustee, who shall forthwith cancel and destroy the same and deliver to the Pacific Company an instrument in writing under its corporate seal stating the numbers and series of the said bonds, and certifying that they have been cancelled and destroyed.

Section 6. In case any Bank or Banking Company appointed as Depositary, shall decline to act, resign or otherwise become incapable of acting as such Depositary, a Bank or Banking Company shall be appointed by the Pacific Company by an instrument in writing as a successor to such Depositary, such appointment, however, to be subject to the approval in writing of the Trustee, which shall not be unreasonably withheld; and upon the acceptance of said appointment by the Bank or Banking Company so appointed any funds, being the proceeds of bonds issued hereunder, with any accrued interest thereon remaining on deposit with the Depositary last acting shall be forthwith paid over to the new Depositary so appointed to succeed it; and the deposit agreement shall contain suitable provisions to that end.

The compensation and expenses of the Depositary shall be paid by the Pacific Company.

Section 7. The principal of said bonds issued in respect of the Prairie Section shall not exceed the sum of £2,100,000 sterling, and the principal of said bonds issued in respect of the Mountain Section shall not exceed the sum of £2,050,000 sterling, at any one time outstanding. The said bonds shall be payable on the first day of April, 1955, and shall be in denominations of £100 and £200, of which not more than £830,000 face value shall be in the denomination of £100 each and may be issued from time to time hereafter with the guarantee of the Grand Trunk Company endorsed thereon.

Section 8. Only such bonds as shall bear thereon endorsed the certificate of the Trustee, by it duly executed under the hand of its President, Vice-President or Manager, shall be secured by this indenture or shall be entitled to any lien or benefit thereunder; and every such certificate of the Trustee upon any bond executed on behalf of the Pacific Company shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to the benefits hereof. Before certifying or delivering any bond hereby secured, the Trustee shall cut off and cancel all coupons thereof then matured.

Section 9. The Pacific Company shall at all times keep at its head office in the City of Montreal, and at its office or agency in London, England, and at its office or agency in the City of New York, suitable and appropriate books for the registering of the holders of bonds to be issued hereunder; and every holder of one or more bonds hereby secured shall, subject to the provisions of Section 10 of this Article, be entitled without charge, to have his name and address and the denomination and numbers of any of the said bonds held by him entered in such register, upon presenting at any one of the said offices a written statement of the said particulars, signed by himself, and producing the bonds; and every registration of the ownership of any bond shall be properly certified thereon. Upon the registration of any such bond the same shall cease to be transferable by delivery and shall become transferable only by the registered holder thereof in person, or by attorney duly authorized, on the books of the Pacific Company at its head office in the City of Montreal, or at its office or agency in London, England, or at its office or agency in the City of New York, as the case may be, upon production of said bond, and each transfer thereof shall be recorded by endorsement upon the said bond, unless the last preceding transfer shall have been to bearer, which shall restore the transferability of the bond by delivery: but no registration of a bond shall affect the negotiability by delivery of the coupons appertaining thereto.

Section 10. After the first registration of any such bond the same shall continue to be registered only in the office in which the first entry of registration has been made.

Section 11. Each of the said registers shall be open at all reasonable hours to the inspection of the Trustee, and of the Grand Trunk Company, or any agent or officer duly appointed on behalf of the said Trustee or of the Grand Trunk Company, and copies shall be furnished to the Trustee or to the Grand Trunk Company, upon request.

Section 12. The Pacific Company shall be entitled to make a reasonable charge, not exceeding one dollar, for each transfer of a registered bond.

Section 13. In case any bond issued hereunder, with the coupons thereto appertaining, shall become mutilated or be destroyed, the Pacific Company, in its discretion, may issue, and thereupon the Grand Trunk Company shall guarantee and the Trustee shall certify and deliver a new bond of like tenor and date, including coupons for unpaid interest thereon, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated bond, and its coupons, or in lieu of, and substitution for, the bond and its coupons so destroyed, upon receipt of evidence satisfactory to the Pacific Company of the destruction of such bond and its coupons, and upon receipt also of indemnity satisfactory to the Pacific Company, and the Pacific Company may charge for the issue of such new bond an amount sufficient to reimburse it for the expense incurred in the issue thereof.

Section 14. Nothing in this Article, or any other Article of this indenture, expressed or implied, is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim, under or in respect of this indenture, or under any covenant, condition or provision herein contained ; all its covenants, conditions and provisions being intended to be, and being, for the sole and exclusive benefit of the said parties and of the holders of the bonds hereby secured.

ARTICLE FOUR.

THE GUARANTEE OF THE GRAND TRUNK COMPANY.

Section 1. The Grand Trunk Company hereby agrees with the Pacific Company and the Trustee and each of them to guarantee payment of the principal and interest of the bonds to be issued under this mortgage, by endorsing upon each of said bonds its guarantee in writing in the form hereinbefore set forth, but the principal of said bonds shall not exceed the sums hereinbefore limited in respect of the Prairie Section and the Mountain Section respectively at any one time outstanding.

Section 2. The guarantee of The Grand Trunk Company hereinbefore referred to shall constitute a liability of the said Company in priority to all the share capital of the said Company, whether guaranteed stock, preference stock, or ordinary stock.

Section 3. Notwithstanding anything herein contained, no liability shall attach to the Grand Trunk Company, as guarantor of bonds to be issued hereunder, except in respect of bonds upon which the Grand Trunk Company shall have endorsed its guarantee in writing as above provided.

Section 4. No extension, waiver or other modification, given or granted pursuant to the provisions in this mortgage contained, of the obligations of the Pacific Company under the provisions of said bonds by the Trustee, or by all or any of the bondholders, or by such bondholders and Trustee acting together, shall release or discharge the Grand Trunk Company from its obligation as guarantor of said bonds or upon its covenants herein contained.

ARTICLE FIVE.

COVENANTS OF THE PACIFIC COMPANY.

The Pacific Company covenants with the other parties hereto as follows :

Section 1. That it will in every respect in accordance with the provisions of the said Transcontinental Railway Acts lay out, construct and equip the said Western Division within the period prescribed by such Acts or any extension thereof duly authorized.

Section 2. That subject to the provisions of the Transcontinental Railway Acts it will duly and punctually pay or cause to be paid to the holder of any first mortgage bonds issued by the Pacific Company in respect of the Western Division and guaranteed by the Government, the principal and interest accruing thereon, at the dates and places and in the manner mentioned in such bonds, and will also duly observe all the obligations in relation thereto imposed on the Pacific Company by the Transcontinental Railway Acts, or by the said bonds, or by the mortgage or deed of trust or mortgages or deeds of trust to secure the same.

Section 3. That it will duly and punctually pay, or cause to be paid, to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at the dates and place and in the manner mentioned in such bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes which may hereafter be imposed, levied or assessed and which the Pacific Company may be required to pay or to retain therefrom under any present or future law of the Dominion of Canada or of any province, county, municipality or territory thereof, the Pacific Company hereby agreeing to pay all such tax or taxes.

Section 4. Whenever required by the Trustee, the Pacific Company shall grant, release convey, confirm, assign, transfer and set over unto the Trustee the estate, right, title and interest of the Pacific Company in and to all the mortgaged premises, and also will do, suffer, execute, acknowledge and deliver, or will cause to be done, suffered, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the said mortgaged premises, as the Trustee shall reasonably require for better accomplishing the objects and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured, subject, however, in all cases to the first mortgage of the Pacific Company made or to be made for the purpose of securing the issue of first mortgage bonds to be guaranteed by the Government, and especially will, if required by the Trustee, as soon as practicable, execute by way of further assurance a supplementary deed or deeds of morgtage, containing if necessary a more definite description of the property intended to be covered by this Mortgage or Deed of Trust.

Section 5. The Pacific Company shall be primarily liable to pay the interest as well as the principal upon all of the said bonds, but, if default shall be made by the Pacific Company in the payment thereof, or any part thereof, the Grand Trunk Company shall pay the same and shall take up the coupons representing such interest; and any moneys so paid by the Grand Trunk Company under its guarantee, whether for principal or interest of the said bonds, shall be held to have been paid in discharge of the liability of the Grand Trunk Company, but not in discharge of the liability of the Pacific Company with respect to the said bonds, and any money so paid by the Grand Trunk Company shall continue to be a charge under this mortgage, and the Grand Trunk Company shall be subrogated to all the rights of the holders of the said bonds, the interest upon or the principal of which shall have been paid by the Grand Trunk Company, and shall, in respect of such bonds, be, in all respects, in the position of holders of bonds in respect of which default has been made, and may exercise all the rights of such holders under this mortgage so long as it shall continue to pay, according to the tenor and effect thereof, the interest upon bonds of which the principal is not due, and so long as there shall not be any other default of the Pacific Company upon such bonds or in the performance of any of the covenants contained herein with respect to such holders of bonds continuing beyond any period of grace provided for in these presents.

Section 6. Notwithstanding anything herein contained, this mortgage is subject, in the first instance, to the payment of any penalty which may now or hereafter be imposed upon the Pacific Company for non-compliance in respect of the Western Division with the requirements of "The Railway Act, 1903," and to the payment of the working expenditure, as hereinbefore defined, of the said two Sections of the Western Division of the railway respectively.

Section 7. The Pacific Company shall acquire adequate terminals and terminal facilities for the proper operation of the Western Division and shall operate the Western Division and keep the same and all rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects upon the same covered by this mortgage and every part thereof, in a good state of repair and in proper working order and condition, and shall, from time to time, provide such substituted or additional rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects as may be required for the proper and efficient operation of the Western Division, and all such substituted or additional rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects shall be subject in all respects to the trusts of this indenture; and the Pacific Company covenants and agrees that it will duly execute and deliver to the Trustee any and all instruments necessary or proper to subject such substituted or additional property to the lien of these presents.

Section 8. The Pacific Company covenants and agrees that it has not created or suffered to be created, and that it will not create or voluntarily suffer to be created, any lien or charge having priority to or preference over or ranking *pari passu* with the lien or charge of these presents upon the mortgaged premises, or any part thereof, or upon the income thereof, save and

except the said first mortgage made or to be made for the purpose of securing the first mortgage bonds of the Pacific Company as authorized by paragraph 35*a* of the said Agreement of July 29th, 1903, and any mortgage which may be given and made for the purpose of securing any interim bonds which may or shall be issued during construction and guaranteed by the Government of Canada pursuant to the provisions contained in paragraph 36 of the said Agreement, and that, if any lien or charge shall hereafter arise or be created or take effect upon the mortgaged premises or any part thereof contrary to the terms of this covenant, the Pacific Company will, within three months after the same shall have accrued, pay or cause to be paid and discharged, or will make adequate provision for the satisfaction and discharge of every such lien or charge, and that it will punctually pay and discharge all lawful claims and demands of materialmen, mechanics, labourers and others, which, if unpaid, might operate as a lien or charge upon the premises hereby mortgaged, or any part thereof, or the income thereof.

Provided, however, that nothing in this indenture contained shall be construed so as to prevent the Pacific Company from acquiring on credit rolling stock subject to agreement that the property therein is not to pass until payment therefor is made in full, which agreement shall, according to the terms thereof, be valid, but the Pacific Company covenants and agrees that it will, itself, punctually pay all claims and demands upon such rolling stock, according to the terms of any such agreement.

Section 9. The Pacific Company further covenants that it will from time to time pay and discharge all rates, taxes, levies, charges and assessments whatsoever lawfully imposed upon the mortgaged premises, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such premises.

Section 10. The Pacific Company further covenants and agrees that there shall not be issued hereunder and at any one time outstanding bonds in excess of the amount authorized by the said Acts hereinbefore recited or by any Act authorizing or confirming this mortgage, and that it will not issue, negotiate, sell or dispose of any bonds hereby secured, in any manner other than in accordance with the provisions of this indenture.

ARTICLE SIX.

POSSESSION UNTIL DEFAULT AND RELEASE.

Section 1. Until default shall have been made in the due and punctual payment of the interest or of the principal of the bonds hereby secured, or of some part of such interest or principal or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Pacific Company, and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Pacific Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the mortgaged premises, and to manage, operate and use the same

and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

Section 2. If, when the bonds hereby secured shall have become due and payable, the Pacific Company shall well and truly pay, or shall cause to be paid, the whole amount of the principal and interest due upon all of the said bonds then outstanding, and the coupons for interest thereon, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount due thereon for principal and interest, then and in that case all the mortgaged premises shall revert to the Pacific Company, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee on demand of the Pacific Company and at its cost and expense, shall execute a release and discharge of this mortgage and shall deliver to the Pacific Company, its successors and assigns, all the mortgaged premises and all securities, moneys, books, documents and other chattels and things held by it as Trustee hereunder.

ARTICLE SEVEN.

RELEASES OF MORTGAGED PROPERTY.

Section 1. Upon the written request of the Pacific Company, approved by resolution of its Board of Directors (or Executive Committee), the Trustee from time to time while the Pacific Company is in possession of the mortgaged premises, but subject to the conditions and limitations in this Article prescribed and not otherwise, shall release from the lien and operation of this indenture any part of the mortgaged premises then subject thereto, provided (1) that no part of the line of railway or of the right of way of the Western Division shall be released unless the same shall no longer be of use in the operation of any part of the mortgaged premises, and no part of such line of railway or of the right of way shall be so released if thereby the continuity of the railway between the several termini above mentioned shall be broken; and (2) that no part of the mortgaged premises shall be released hereunder, unless at the time of such release it shall no longer be necessary or expedient to retain the same for the operation, maintenance, or use, of such railway, or for use in the business of the Pacific Company.

Section 2. No such release shall be made under this Article unless the Pacific Company shall have sold, or shall have contracted to exchange for other property or to sell the property so to be released, and the proceeds of any and all such sales shall be set apart and held in trust, and applied, with the consent or approval of the Trustee, to the purchase of other property, real or personal, or in betterments of or additions to the equipment or to the rolling stock, or otherwise in the improvement of some part of the mortgaged premises.

Section 3. Any new or additional property acquired by the Pacific Company in the place of any property released under this Article shall immediately become and be subject to the lien of this indenture as fully as the property specially described herein, and, if requested by the Trustee, the Pacific Company

will convey the same to the Trustee, by appropriate deed or deeds upon the trusts and for the purposes of this indenture.

Section 4. The Pacific Company, while in possession of the mortgaged premises, shall also have full power, in its discretion from time to time, to dispose of any portion of the machinery, implements, tools, plant and equipment at any time held subject to the lien hereof, which may have become unfit for use, replacing the same by new machinery, tools, plant and equipment, which shall forthwith become subject to the lien of this indenture.

Section 5. The purchaser or purchasers of any property sold or disposed of under any provision of this Article shall not be required to see to the application of the purchase money or be responsible for the misapplication or non-application thereof.

Section 6. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed under the provisions hereof, the powers in and by this Article conferred upon the Pacific Company may be exercised by such receiver with the approval of the Trustee ; and, if the Trustee shall be in possssion of the mortgaged premises under the provisions hereof, then all such powers may be exercised by the Trustee in its discretion.

ARTICLE EIGHT.

REMEDIES OF TRUSTEE AND BONDHOLDERS.

Section 1. In case the Pacific Company shall make default in the payment of any interest on any bond or bonds hereby secured, or in the performance of any of the covenants of the Pacific Company contained in Section 8 of Article Five hereof, and any such default shall have continued for a period of six months, then and in every case of such continuing default, upon receiving from the chairman of a meeting of the bondholders a certified copy of an extraordinary resolution, as hereinafter defined, making a request for such action by the Trustee, the Trustee, by notice in writing delivered to the Pacific Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, with interest at the rate of four per centum per annum on overdue instalments of interest, and the expenses of the Trustee, shall either be paid by the Pacific Company, or be collected out of the mortgaged premises before any sale thereof shall have been made, then and in every such case, such default and its consequences may be waived by the Trustee, with the consent of the bondholders, expressed by an ordinary resolution as hereinafter defined ; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

Section 2. (*a*) In case the Pacific Company shall make default in the payment of any interest on any bond or bonds

secured by this indenture, or in the performance of any of the covenants of the Pacific Company contained in Section 8 of Article Five of this indenture, and any such default shall have continued for a period of six months :

(*b*) or in case the Pacific Company shall make default in the due and punctual payment of the principal of any bond hereby secured :

(*c*) or in case the Pacific Company shall make default in the due observance or performance of any other covenant or condition herein required to be observed, kept or performed by the Pacific Company, and any such default under this clause (*c*) hereof shall have continued for a period of six months after written notice thereof from the Trustee :

Then, and in each and every such case, the Trustee by its officers, agents or attorneys, may [but if under clause (*a*) or (*b*), only with the consent of The Grand Trunk Company in case such Company shall have paid under its said guarantee of said bonds all interest and principal due thereunder] exercise each and every of the remedies, trusts and powers following :

A. It may enter into and upon all or any part of the mortgaged premises, and may exclude the Pacific Company, its agents and servants, wholly therefrom, and, having and holding the same, may use, operate, manage and control the said mortgaged premises, and conduct the business thereof by its superintendents, managers, receivers, agents and servants or attorneys, to the best advantage of the holders of the bonds hereby secured ; and upon every such entry the Trustee, subject to the payment of the working expenditure as hereinbefore defined, of the two sections of said Western Division shall have the right to manage the mortgaged premises, and to carry on the business and exercise all the rights and powers of the Pacific Company in relation thereto either in the name of the Pacific Company or otherwise, as the Trustee shall deem best ; and the Trustee shall be entitled to collect and to receive all tolls, earnings, income, rents, issues and profits of the same, and every part thereof, and shall keep separate accounts of all such tolls, earnings, income, rents, issues and profits received by it in respect (1) of the Prairie Section, (2) of the Mountain Section, and (3) of all the residue of the mortgaged premises, respectively ; and after payment of the said working expenditure as hereinbefore defined of the two sections of said Western Division (the said working expenditure of the Prairie Section to be paid from the receipts from said Prairie Section and the said working expenditure of the Mountain Section to be paid from the receipts from said Mountain Section) and any other proper prior charges upon the said mortgaged premises or any part thereof, as well as just and reasonable compensation for its own services and for the services of all agents, clerks, servants and other employees by it necessarily and properly engaged and employed, it shall apply the moneys arising as aforesaid as follows :

(1) In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest thereon at the rate of four per centum per annum, such payments to be made rateably to the persons entitled

thereto, without discrimination or preference, the moneys arising from the mortgaged premises, other than the Prairie Section and the Mountain Section, to be applied rateably to the payment of interest on all the bonds issued hereunder and the moneys arising from the Prairie Section to be applied first to the payment of the interest of the bonds of Series A, and the moneys arising from the Mountain Section to be applied first to the payment of the interest of the bonds of Series B, any surplus above the amount required to make such payment in respect of the interest of the bonds of either series to be applied to the payment of the interest of bonds of the other series so far as necessary;

(2) In case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue instalments thereof at the rate of four per centum per annum) in the order of the maturity of the instalments, and then to the payment of the principal of all bonds hereby secured, such payments to be made rateably to the persons entitled thereto, without any discrimination or preference, the moneys arising from the mortgaged premises, other than the Prairie Section and the Mountain Section, to be applied rateably to the payment of the interest and principal of all the bonds issued hereunder, and the moneys arising from the Prairie Section to be applied first to the payment of the interest and principal of the bonds of Series A, and the moneys arising from the Mountain Section to be applied first to the payment of the interest and principal of the bonds of Series B, any surplus above the amount required to make such payment in respect of the interest and principal of the bonds of either series to be applied to the payment of the interest and principal of bonds of the other series so far as necessary.

B. It may, with or without entry, by its officers, agents or attorneys, in its discretion, (*a*) sell to the highest and best bidder all and singular the mortgaged premises (subject to the trusts of the mortgage given to secure the said first mortgage bonds); and any such sale or sales shall be made at public auction in the city of Montreal, in the Dominion of Canada, or in such other place and at such time and upon such terms as the Trustee may fix and specify in the notice of sale to be given as herein provided; or (*b*) immediately upon the expiration of the six months in the two cases indicated, and immediately upon default in payment of principal in the other case, may proceed to protect and enforce its rights and the rights of the bondholders under this indenture, by a suit or suits at law or in equity, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of such other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

C. It may, with or without entry, in its discretion lease the whole or any part of the mortgaged premises for such term or terms as it may deem expedient.

Section 3. Any sum or sums received by the Trustee from any agent or manager appointed under the provisions of Section 7 of the said agreement of February 18, 1904, and any sum or sums received by him on account of net earnings in case of entry and possession of the mortgaged premises by the Trustee of the first mortgage or otherwise as provided therein, shall be received and applied by the Trustee in payment of the interest and principal due or which may become due on the bonds issued hereunder in the same manner as the moneys collected or received by the Trustee from the mortgaged premises upon entry by it thereon as provided in subdivision A of section 2 of this Article.

Section 4. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of a waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Pacific Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder in respect of the mortgaged premises and all the rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 5. Upon receiving from the chairman of a meeting of the bondholders a certified copy of an ordinary resolution making a request therefor, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all proper and necessary steps for the protection and enforcement of its rights and the rights of the holders of the bonds hereby secured, and to exercise the powers of entry or sale herein conferred, or both, or to take such appropriate proceedings by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most expedient.

Section 6. Anything in this indenture contained to the contrary notwithstanding, the bondholders shall have the right from time to time, by extraordinary resolution, to direct and control the method and place of conducting any and all proceedings for any sale of the mortgaged premises, or the foreclosure of this indenture, or the appointment of a receiver, or any other proceeding hereunder.

Section 7. In the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, the premises and the rights, franchises, interests and appurtenances and other real and personal property of every kind constituting and appurtenant to the Prairie Section as herein defined and subject to the lien and charge hereof, shall first be offered for sale; and the premises and the rights, franchises, interests and appurtenances and other real and personal property of every kind constituting and appurtenant to the Mountain Section as herein defined and subject to the lien and charge hereof, shall next be offered for sale; and all the residue of the mortgaged premises shall next be offered for sale. The said two Sections and the said residue of the mortgaged premises having been so offered for sale separately, and the highest bids having been obtained therefor respectively, the mortgaged premises, including both of said sections and said residue, shall

immediately thereafter be offered for sale as one parcel and as an entirety. If the highest bid received and accepted for the said property so last offered for sale (the entire mortgaged premises) shall exceed the aggregate amount of the highest bids respectively made for the said Prairie and Mountain Sections and the said residue of said mortgaged premises, when offered separately, then the whole mortgaged premises so last offered shall be declared to be sold as an entirety to the person making such bid ; and the proceeds shall be divided into three separate parts in proportion to the amounts bid separately on the said three portions of the mortgaged premises when offered separately, of which the amount so divided or set apart in respect of the said residue of said mortgaged premises shall be applied in payment of all the bonds of both series issued hereunder rateably in proportion to the amount unpaid thereon without preference to the holder of any bond of either series over the holder of any bond of the other series, and then so much of the amount so divided or set apart in respect of the Prairie Section as may be necessary shall be first applied in payment of bonds of Series A, and so much of the amount so divided or set apart in respect of the Mountain Section as may be necessary shall be first applied in payment of bonds of Series B, and any surplus remaining after the distribution of the amount due on either series of said bonds shall be applicable to the payment of the amount due on the other series of bonds in the manner more fully set forth in the second subdivision of Section 15 of this Article. In case the amount so offered for the whole of said mortgaged premises shall be less than the total of the highest amounts bid separately for the three portions thereof offered separately, then the said portions shall be declared to be sold to the persons respectively making the highest and best bids therefor, and the proceeds of the sale of the said residue of said mortgaged premises (aside from the Prairie Section and the Mountain Section) shall be applied rateably in payment of all the bonds issued hereunder, the proceeds of the sale of the Prairie Section to be so applied in payment of bonds of Series A and the proceeds of the sale of the Mountain Section to be so applied in payment of the bonds of Series B, and any surplus remaining after the payment of the amount due on either series of said bonds shall be applicable to the payment of the amount due on the other series of bonds in the manner more fully set forth in the second subdivision of Section 15 of this Article.

Section 8. Notice of any such sale, pursuant to any provision of this indenture, shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold and shall be sufficiently given if published once in each week for four consecutive weeks prior to such sale in the " Canada Gazette," in a newspaper published in the city of Montreal, in a newspaper published in London, England, and in a newspaper published in the city of New York, respectively.

Section 9. The Trustee from time to time may adjourn any sale to be made by it under the provisions of this indenture by announcement at the time and place appointed for such sale, or for such adjourned sale, and without further notice or pub-

lication it may make such sale at the time and place to which the same shall be so abjourned.

Section 10. Upon the completion of any sale or sales under this indenture, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds of conveyance of the property and franchises sold. The Trustee and its successors are hereby appointed the true and lawful attorney or attorneys, irrevocable, of the Pacific Company, in its name and stead to make all necessary deeds of conveyance of property thus sold, the Pacific Company hereby ratifying and confirming all that its said attorney or attorneys shall lawfully do by virtue hereof.

Section 11. Any such sale or sales made under or by virtue of this indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Pacific Company of in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Pacific Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold, or any part thereof, from, through or under the Pacific Company, its successors or assigns, subject, however, to the first mortgage made or to be made by the Pacific Company to secure the bonds of the Pacific Company above referred to.

Section 12. The personal property and chattels conveyed, or intended to be conveyed, by or pursuant to this indenture, shall be deemed to be part of the realty for all the purposes of this indenture, and shall be held and taken to be fixtures of that section of the Western Division to which they may be appurtenant, respectively, and are to be sold therewith, and not separate therefrom, except as herein otherwise provided.

Section 13. The receipt of the Trustee shall be a sufficient discharge to any purchaser of the property, or any part thereof sold as aforesaid, for the purchase money, and no such purchaser, or his agents, grantees or assigns, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or shall in any manner whatsoever be answerable for any loss, misapplication or non-application of any purchase money, or any part thereof, or be bound to enquire as to the authorization, necessity, expediency or regularity of any such sale.

Section 14. In case of such sale, whether under the power of sale hereby granted or pursuant to judicial proceedings, the principal of all the bonds hereby secured, if not previously due, shall immediately thereupon become and be due and payable, anything in said bonds or in this indenture contained to the contrary notwithstanding.

Section 15. The purchase money, proceeds and avails of any sale hereunder, whether under the power of sale hereby granted or pursuant to judicial proceedings, together with any other sums which may then be held by the Trustee under any of the provisions of this indenture, as part of the trust estate or of the proceeds thereof, shall be applied as follows:

First. In the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and

advances necessarily made or incurred by the Trustee and of the "working expenditure" herein defined and in the payment of liens prior to the lien of these presents except any taxes, assessments or other superior liens to which such sale shall have been made subject.

Second. The remainder of such purchase money, proceeds and avails of sale shall be divided into three portions in respect of the Prairie Section and the Mountain Section and of the said residue of said mortgaged premises, severally in accordance with the provisions of Section 7 of this Article. The proceeds of the sale in respect of the said residue of said mortgaged premises shall be applied rateably, as in said Section 7 provided, in the payment of the whole amount then owing or unpaid upon all the bonds issued hereunder for principal and interest, with interest at the rate of four per centum per annum on the overdue instalments of interest. The proceeds of the sale of the Prairie Section and of the Mountain Section, respectively, shall then be applied in the payment of the whole amount then owing or unpaid upon the bonds of each such series respectively hereby secured for principal and interest, with interest at the rate of four per centum per annum on the overdue instalments of interest, and in case such proceeds distributable to the holders of either series of bonds shall be insufficient to pay in full the whole amount so due and unpaid upon the bonds of such series, then in the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, rateably to the aggregate of such principal and of the accrued and unpaid interest; and any surplus remaining after payment in full of the principal and interest of the bonds of either series shall be applied, so far as may be necessary, to the payment of the principal and interest of the bonds of the other series.

Third. The surplus, if any, shall be paid to the Pacific Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 16. In case of any sale hereunder, any bondholder who becomes a purchaser shall be entitled to tender in payment on account of such purchase any bonds hereby secured and any matured and unpaid coupons appertaining thereto, and shall be credited, on account of the purchase price of the property purchased, with the sum payable out of the net proceeds of such sale on the bonds and coupons so tendered or on the overdue coupons as the case may be, and the amount so credited shall be endorsed thereon; provided, however, that in case there shall be a separate sale of said Prairie and Mountain Sections a purchaser shall be entitled to receive credit on bonds issued in respect only of the section purchased by him and the coupons appertaining to such bonds, or on overdue coupons, as the case may be.

Section 17. In case there shall be any judgment outstanding against the Pacific Company then presently enforceable, or in case in any judicial proceeding by any party other than the Government or the Trustee, a receiver shall be appointed in respect of the mortgaged premises or a judgment be entered or order made for the sequestration of any part of the mortgaged premises the Trustee shall thereupon be entitled forth-

with to exercise the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided, and, as a matter of right, the Trustee shall thereupon be entitled to the appointment of a receiver and manager of the mortgaged premises, with such powers as the court making such appointment shall confer. Provided that the right of entry and other rights and powers to be exercised by the Trustee hereunder shall not arise under this section by reason or on account of the taking possession of the mortgaged premises by an agent or manage appointed by the Government pursuant to the provisions of the Scheduled Agreements.

Section 18. With the consent of the Trustee the Pacific Company may, at any time before the full payment of the principal and interest of the bonds hereby secured, and whenever it shall deem it expedient for the better protection and security of such bonds, although there may then be no default entitling the Trustee to enter into possession, surrender and deliver to the Trustee full possession of the whole or any part of the mortgaged premises, for any period fixed or indefinite. Upon such surrender and delivery to the Trustee with its consent, the Trustee shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said mortgaged premises, or of any part thereof, the Trustee, from the time of its entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article.

Section 19. No holder of any bond or coupon hereby secured shall have any right to institute any action, suit or proceeding at law or in equity for the foreclosure or sale of the mortgaged premises, or for the execution of any trust of this indenture, or for the appointment of a receiver, or for any other remedy hereunder, unless such holder shall have previously given to the Trustee written notice of such default and of the continuance thereof as hereinbefore provided; nor unless, also, an extraordinary resolution shall have been passed at a meeting of the bondholders requesting the Trustee to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, and after a copy of such resolution duly certified by the chairman of such meeting shall have been delivered to the Trustee, and it shall have had a reasonable opportunity thereafter to take such action; nor unless, also, there shall have been offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of

this indenture and to any action or cause of action for foreclosure or sale, or for the appointment of a receiver, or manager, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the benefit of all holders of such outstanding bonds.

Section 20. Except as herein expressly provided to the contrary, no remedy herein conferred upon, or reserved to the Trustee, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

Section 21. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given to the Trustee or to the bondholders may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the bondholders respectively.

ARTICLE NINE.

CONCERNING THE TRUSTEE.

Section 1. The Pacific Company shall pay all costs, charges and expenses necessarily and properly incurred by the Trustee in performing the trusts herein contained, including therein remuneration to the Trustee and remuneration, salary or fees necessarily and properly paid by the Trustee to any counsel, solicitors, attorneys, agents or other persons employed by it, and also (in addition to any right of indemnity by law given to the Trustee), shall, at all times keep indemnified the Trustee against all actions, proceedings, costs, claims and demands in respect of any matter or thing lawfully done or omitted in anywise relating to the trusts hereby created. The Trustee may retain and pay to itself out of any moneys in its hands, subject to the trusts hereof, the amount of such remuneration as for the time being may be due to it and of such costs, charges and expenses as aforesaid.

Section 2. All costs, charges and expenses incurred and payments made by the Trustee or by its agents, attorneys or servants in the lawful exercise of the powers hereby conferred, including all such remuneration, salary or fees as shall necessarily and properly be paid to any counsel, solicitor, attorney, agent or other persons employed by it shall be payable by the Pacific Company on demand, and all such costs, charges, expenses and payments and any interest thereon and all remuneration payable to the Trustee hereunder shall be a charge on the mortgaged premises.

Section 3. The Trustee shall not be bound to take any step to enforce the performance of any of the covenants on the part of the Pacific Company in these presents contained, unless, upon request in writing by the Grand Trunk Company or upon request of the bondholders evidenced by an extraordinary resolution passed at a meeting of the bondholders and the delivery to the Trustee of a copy duly certified by the chairman of such meeting, and then only if it shall be indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable, and all costs, charges, damages and expenses which it may incur by so doing.

Section 4. The Trustee may, except as herein otherwise provided, from time to time and at any time, waive, on such terms and conditions as to it shall seem expedient, any breach by the Pacific Company of any of the covenants in these presents contained, and no waiver or license by the Trustee of any breach of any covenant or condition of this indenture shall affect or impair the right of the Trustee to enforce such covenant or condition in case of any subsequent breach thereof.

Section 5. The Trustee shall not be liable for or by reason of any failure or defect of title to or any encumbrance upon the mortgaged premises, or for or by reason of the statements of fact or recitals in this mortgage or in the bonds contained, or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Pacific Company only.

Section 6. The Trustee shall not be responsible for any neglect or default on the part of any servant or agent appointed by it if selected with reasonable care, nor for any error or mistake made in good faith.

Section 7. It is hereby declared that the last three days of any term of years reserved by any lease, verbal or written, or any agreement therefor now held or hereafter acquired by the Pacific Company, and whether falling within a general or specific description of property hereunder, are hereby excepted out of the assignment or transfer of such lease or agreement hereby made, and do not and shall not form part of the mortgaged premises.

And it is hereby further declared and agreed that after any sale made under the powers herein contained of any leasehold interest forming part of the mortgaged premises, the Pacific Company shall stand possessed of the premises sold for the last three days of the term granted by the lease thereof or agreement therefor, in trust for the purchaser or purchasers, his or their executors, administrators and assigns, to be assigned and disposed of as he or they may direct.

Section 8. The Trustee or any Trustee hereafter appointed may resign and be discharged from the trusts created by this indenture by giving notice in writing of such resignation to the Pacific Company and the Grand Trunk Company and by publication of such notice at least once a week for four successive weeks in the "Canada Gazette" and in a newspaper published in the City of Montreal.

The Trustee may be removed at any time by an extraordinary resolution passed at a meeting of the bondholders and the delivery to it of a copy of such resolution duly certi-

fied by the chairman of such meeting; but no such removal shall be made before default hereunder without the written consent of the Pacific Company and the Grand Trunk Company.

Section 9. In case the Trustee or any trustee hereafter appointed shall at any time resign or be removed, or otherwise become incapable of acting, a successor may be appointed by an extraordinary resolution passed at a meeting of the bondholders and the delivery to such successor of a copy of such resolution duly certified by the chairman of such meeting: Provided, nevertheless, that in case there shall at any time be a vacancy in the office of trustee hereunder, the Pacific Company and the Grand Trunk Company may by an instrument executed by order of their respective Boards of Directors appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders, as herein authorized. The Pacific Company shall thereupon publish notice of the appointment of such trustee by the said companies once a week for four successive weeks in the "Canada Gazette" and in a newspaper published in London, England. Any new trustee so appointed by the Pacific Company and the Grand Trunk Company shall immediately and without further act be superseded by a trustee appointed as aforesaid by an extraordinary resolution; provided that such appointment be made by the bondholders within six months after the last publication of such last mentioned notice; otherwise the trustee so appointed by the Pacific Company and the Grand Trunk Company shall continue to act hereunder.

Any such new trustee appointed hereunder shall execute, acknowledge and deliver to the trustee last in office, and also to the Pacific Company, an instrument accepting such appointment hereunder, and thereupon such new trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of the trustee nnder this indenture with like effect as if originally named as trustee herein, but the trustee ceasing to act shall, nevertheless, on the written request of the new trustee, execute and deliver an instrument transferring to such new trustee, upon the trusts herein expressed, all its interest in the estates, properties, rights, powers and trusts of the trustee so resigning or removed and, upon the request of any such new trustee, the Pacific Company and the Grand Trunk Company shall make, execute, acknowledge and deliver any and all deeds, conveyances or instruments in writing for more fully and certainly vesting in and confirming to such new trustee all such estates, properties, rights, powers and trusts.

Upon every such appointment of a new trustee hereof, as aforesaid, the trust property shall, if and so far as the nature of the property and other circumstances shall require or admit, be deemed to be transferred so that the same shall without further or other conveyance or assignment be vested in the Trustee hereof for the time being.

ARTICLE TEN.

CONCERNING MEETINGS OF BONDHOLDERS.

Section 1. Meetings of bondholders may be held as hereinafter provided, but, so long as the Grand Trunk Company shall continue to pay, according to the tenor and effect of this indenture, the interest upon bonds of which the principal is not due, and so long as there shall not be any other default of the Pacific Company upon such bonds or in the performance of any of the covenants contained herein with respect to such holders of bonds, continuing beyond any period of grace provided for by this indenture, no meeting of bondholders shall be held without the consent of the Grand Trunk Company, expressed by an instrument in writing, and neither the Pacific Company nor the Trustee shall convene such meeting until such consent shall have been first obtained.

In the following sections of this Article, wherever the word "bondholder" or "bondholders" is used it shall be deemed to mean and include the Grand Trunk Company, in every case where, under the provisions of this Mortgage, the Grand Trunk Company shall be entitled to represent and exercise the rights of holders of bonds of which as guarantor it shall have paid the interest, in which case the Grand Trunk Company shall establish its right of voting by the certificate of the Trustee or of any Bank or Trust Company approved by the Trustee stating that the Grand Trunk Company is the holder of the coupons representing an instalment, or instalments, of overdue interest in respect of the bonds, describing them by their numbers respectively.

Section 2. Subject to the provisions of Section 1 of this Article the Trustee or the Pacific Company may respectively, and the Trustee shall, at the request in writing of persons holding not less than one-fourth of the amount of the bonds at the time outstanding, at any time convene a meeting of the bondholders. Such meeting shall be held at such place in the city of Montreal, in London, England, or in the city of New York, as the Trustee shall determine.

Section 3. Notice of any meeting specifying the place, day and hour of meeting and the general nature of the business to be transacted, shall be given to the bondholders by publication once a week for four successive weeks in the *Canada Gazette* and in a newspaper published in London, England, in a newspaper published in the city of New York and in a newspaper published in the city of Montreal. It shall not be necessary to specify in any such notice the terms of the resolutions to be proposed. A copy of such notice shall also be sent by post to the Trustee (unless the meeting shall be convened by it) at least two weeks before the day appointed for holding the meeting.

Section 4. At any such meeting, persons holding or representing by proxy one-fourth of the amount of the bonds for the time being outstanding, shall form a quorum for the transaction of business other than business requiring the sanction of an extraordinary resolution as hereinafter provided. If within half an hour from the time appointed for any meeting of the bondholders a quorum is not present, the meeting

shall stand adjourned to the same day in the next week, at the same hour and place, and if at such adjourned meeting a quorum is not present, the meeting shall be dissolved.

Section 5. Some person nominated in writing by the Trustee shall be entitled to take the chair at every such meeting, and, if no such person is nominated, or if, at any meeting, the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting the bondholders present shall choose one of their number to be Chairman.

Section 6. Every question submitted to a meeting of the bondholders shall be decided, in the first instance, by a show of hands, and in case of an equality of votes, the Chairman shall, both on a show of hands and at the poll, have a casting vote, in addition to the vote or votes (if any) to which he may be entitled as a bondholder.

Section 7. At any such meeting of bondholders, unless a poll is demanded in writing by one or more of the bondholders holding, or representing by proxy one-twentieth of the amount of the bonds for the time being outstanding, a declaration by the Chairman that a resolution has been carried, or carried by any particular majority, or lost, shall be conclusive evidence of the fact.

Section 8. If, at any meeting, a poll is demanded as aforesaid, it shall be taken in such manner, and either at once or after an adjournment, as the Chairman directs, and the result of such poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

Section 9. The Chairman may, with the consent of any such meeting, adjourn the same from time to time.

Section 10. No poll shall be demanded on the election of a chairman, or on any question of adjournment.

Section 11. At any such meeting each bondholder shall be entitled upon a poll, to one vote in respect of every principal sum of £100 sterling, secured by the bonds registered in his name in the books of the Pacific Company, or of which he is the bearer, and no person shall be entitled to vote or shall be recognized as the legal holder of bonds, except

(1) registered holders of bonds or persons appointed as their proxies respectively, as hereinafter provided ;

(2) bearers of bonds not registered ;

(3) persons holding a certificate under the hand of the Trustee or of any Bank or Trust Company approved by the Trustee, stating that the holder of the certificate is entitled to the bonds described therein by their numbers respectively ;

(4) persons representing the Grand Trunk Company and holding its proxy in the cases provided for by Section 1 of this article.

Section 12. The instrument appointing a proxy shall be in writing under the hand of the appointor, or, if such appointor is a corporation, under the common seal or under the hand of

some officer duly authorized in that behalf, and any such instrument may be in the form following :—

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

I,
of
in the County of
being a holder of Four Per Cent Mortgage Sterling Bonds, due 1955, of the above Company, guaranteed by the Grand Trunk Railway Company of Canada, hereby appoint

as my proxy, to vote for me and on my behalf at the meeting of the said bondholders, to be held on the
day of and at any adjournment thereof.
Dated this day of
(Signed)

Section 13. Except where under the provisions of Section 1 of this Article a proxy is appointed on behalf of the Grand Trunk Company, no person or corporation other than the Trustee shall be appointed as a proxy who is not a bondholder or a director of a corporation which is a bondholder.

Section 14. The instrument appointing a proxy shall be deposited at such place as the Trustee or the Pacific Company may in the notice convening the meeting direct, or in case there is no such place appointed then at the head office of the Pacific Company in the city of Montreal, or at the office of the Pacific Company in London, England, or at the office of the Pacific Company in the city of New York, according as the meeting is convened to be held in Montreal, or London, or New York, respectively, not less than forty-eight hours before the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, and no proxy shall be used at any adjourned meeting which could not have been used at the original meeting.

Section 15. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal, or revocation of the proxy, or transfer of the bonds in respect of which the vote is given, unless notice, in writing, of such death, insanity, revocation or transfer shall have been received at the office of the Pacific Company at the place where the meeting is appointed to be held, at least forty-eight hours before the time appointed for holding the meeting.

Section 16. Where there are joint registered holders of any bond or bonds, any one of such persons may vote at any such meeting either personally or by proxy in respect of such bond or bonds, as if he were solely entitled thereto, but, if more than one of such joint holders be present at any meeting personally or by proxy, that one of such persons so present whose name stands first on the register in respect of such bond or bonds shall alone be entitled to vote in respect thereof.

Section 17. A meeting of the bondholders shall, in addition to the powers in these presents hereinbefore specifically given,

have the following powers, exercisable by extraordinary resolution as hereinafter defined, namely:

(1) Power to sanction the surrender or release of any of the mortgaged premises.

(2) Power to sanction any modification or compromise of the rights of the bondholders against the Pacific Company or the Grand Trunk Company or against the property of either, whether such rights shall arise under these presents or otherwise.

(3) Power to assent to any modification of the provisions contained in these presents which shall be proposed by the Pacific Company and assented to by the Grand Trunk Company and the Trustee.

Section 18. The expression "extraordinary resolution," when used in these presents, means a resolution passed by a majority consisting of holders of not less than three-fourths in value of the bonds held by those present in person or by proxy and entitled to vote, at a meeting of the bondholders duly convened and held in accordance with the provisions herein contained, at which there shall be present in person or by proxy holders of not less than two-thirds in value of the bonds for the time being outstanding.

The expression "ordinary resolution" when used in these presents means any other resolution duly passed at a meeting of bondholders duly convened and held in accordance with the provisions herein contained.

ARTICLE ELEVEN.

ACCEPTANCE OF TRUST, EXECUTION AND DEPOSIT OF MORTGAGE.

Section 1. The National Trust Company, Limited, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, as herein set forth.

Section 2. This indenture may be executed in five counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

Section 3. This indenture when executed shall be deposited by the Pacific Company in the office of the Secretary of State for the Dominion of Canada and notice thereof shall be given by the Pacific Company in the *Canada Gazette* immediately after such deposit, and this indenture is not required to be registered elsewhere or in any other manner.

In witness whereof the parties hereto of the first, second and third parts have duly caused these presents to be ex-

ecuted and their respective corporate seals to be hereunto affixed the day and year first above written.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.
by
CHAS. M. HAYS,
President.
HENRY PHILIPS,
Secretary.

Seal of Grand Trunk Pacific Ry. Co.

NATIONAL TRUST COMPANY, LIMITED,
by
Z. A. LASH,
Vice-President.
W. E. RUNDLE,
Secretary.

Seal of National Trust Co., Ltd.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA,
by
CHAS. M. HAYS,
Second Vice-President and General Manager.

Seal of Grand Trunk Ry. Co. of Canada.

SCHEDULE C.

LAKE SUPERIOR BRANCH.

This Indenture made the 15th day of March, 1905, between :

The Grand Trunk Pacific Railway Company, a company duly incorporated by the Parliament of Canada (hereinafter called the "Pacific Company"), of the first part ;

National Trust Company Limited, a company duly incorporated under the laws of the Province of Ontario, in the Dominion of Canada (hereinafter called the "Trustee") of the second part, and

The Grand Trunk Railway Company of Canada, a company duly incorporated by the Legislature of the late Province of Canada, and now under the legislative jurisdiction of the Parliament of Canada (hereinafter called the "Grand Trunk Company") of the third part.

Whereas the Pacific Company was incorporated by an Act of the Parliament of Canada, chapter 122 of the statutes of 1903, with authority, among other things, to construct and operate a line of railway from a point at or near the city of Moncton in the Province of New Brunswick, through the central portion of the said Province and through the Province of Quebec to a point at or near the city of Quebec, thence in a north-westerly and westerly direction to a point on the boundary line between the Provinces of Quebec and Ontario within fifty miles of Lake Abittibi ; thence in a north-westerly and westerly direction passing to the north of Lake Nepigon, in

the Province of Ontario, to a point at or near the city of Winnipeg; thence westerly and north-westerly through a pass in the Rocky Mountains to Port Simpson or Bute Inlet, or to such other port on the Pacific Coast between the said points as may be considered more accessible and better adapted for the purposes of the Company: and also branch lines, including among others, a branch line from the main line south-easterly to Port Arthur, Fort William or any other Canadian port on Lake Superior approved by the Governor in Council;

And whereas by said chapter 122 of the statutes of 1903, it is further provided that if the Government of Canada should undertake the construction of a line of railway from the city of Winnipeg to the city of Moncton, and if the Pacific Company should not exercise the powers conferred upon it in respect of the construction of that portion of its line of railway between the said points, the Pacific Company should nevertheless have power to build branch lines from points on the line of railway so to be constructed by the Government, and among others the said branch line from the said main line so to be constructed to a point at or near Port Arthur, Fort William or some other Canadian port on Lake Superior approved by the Governor in Council and that all the powers by said Act conferred upon the Pacific Company with respect to branch lines authorized to be constructed from its main line of railway to the said points respectively or any of them, should fully and in all respects apply to branch lines constructed to such points from the said line of railway to be constructed by the Government;

And whereas the Government has undertaken the construction of the said line of railway from the city of Winnipeg to the city of Moncton, designated as the Eastern Division of the National Transcontinental Railway, and the Pacific Company has determined to construct the said branch line from a point on the said main line about 230 miles east of Winnipeg to Port Arthur, Fort William, or some other Canadian port on Lake Superior, approved by the Governor in Council, the said branch line being hereinafter referred to as the Lake Superior Branch.

And whereas for the purpose of constructing the said branch line, the Pacific Company is authorized to issue bonds, debentures, or other securities upon the said branch line to the extent and to the amount hereinafter mentioned.

And whereas the Pacific Company has made and entered into a contract for the construction of the said Lake Superior Branch;

And whereas the length of the said Lake Superior Branch will be not less than 220 miles;

And whereas the said Pacific Company, under the powers conferred by the said several Acts hereinbefore recited, and every other power in any wise vested in it, has determined to create and issue bonds to be called Lake Superior Branch Four Per Cent First Mortgage Sterling Bonds, due 1955, for an amount of principal which shall not exceed £1,550,000, and which shall bear interest at the rate of four per centum per annum, payable semi-annually, to be secured by this mortgage upon the railway, undertaking, equipment and property, tolls, rights and franchises of the said Lake Superior Branch as hereinafter described, with their appurtenances, and

to be guaranteed as to principal and interest by the Grand Trunk Company pursuant to the terms of this mortgage ;

And whereas the Grand Trunk Company, in pursuance of a resolution of the board of directors duly passed at a meeting held on the 25th day of November, 1904, and subsequently confirmed at a meeting of shareholders held on the 21st day of December, 1904, has agreed to guarantee the principal and interest of an issue not exceeding £1,550,000 of the said Lake Superior Branch Four Per Cent First Mortgage Sterling Bonds, due 1955 ;

And whereas, the form of the bonds, of the coupons to be attached thereto, of the certificate to be signed by the Trustee, and of the guarantee to be signed by the Grand Trunk Company are to be substantially as follows :

[FORM OF BOND.]

No..... £.....

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

Incorporated by Act of the Parliament of Canada, Cap. 122 Statutes of 1903.

LAKE SUPERIOR BRANCH FOUR PER CENT FIRST MORTGAGE STERLING BOND, DUE 1955.

Unconditionally Guaranteed by the Grand Trunk Railway Company of Canada.

This bond is one of an issue of bonds of the Grand Trunk Pacific Railway Company known as its Lake Superior Branch Four Per Cent First Mortgage Sterling Bonds, due 1955, issued and to be issued, for an aggregate principal amount not exceeding one million five hundred and fifty thousand pounds sterling at any one time outstanding. Said bonds are in denominations of £100 and £200 (of which not more than £310,000 shall be in the denomination of £100 each), bearing interest at the rate of four per cent per annum, all of the bonds ranking *pari passu*. The said bonds are authorized under Acts of the Parliament of the Dominion of Canada, being Cap. 122, Statutes of 1903, and Cap. 80, Statutes of 1904, and by resolutions of the Board of Directors of the Grand Trunk Pacific Railway Company, duly passed on the 11th day of March, 1905, which resolutions were duly ratified and confirmed at a meeting of the shareholders of the said Company on the 11th day of March, 1905.

Know all men by these presents, that the Grand Trunk Pacific Railway Company, a corporation hereinafter called the Pacific Company, for value received, promises to pay to the bearer, or, if registered, to the registered holder, of this bond, on the first day of April, 1955, at its office or agency in London, England, ... hundred pounds sterling, and to pay interest thereon (but only upon presentation and surrender, as they severally mature, of the coupons therefor annexed hereto), at the rate of four per centum per annum from the first

day of April, 1905, semi-annually on the first day of April and the first day of October in each year, at said office or agency, the first of said payments to become payable on the first day of October, 1905.

Both the principal and interest of this bond are payable without deduction for any tax or taxes which the Pacific Company may be required to pay or to retain therefrom under any present or future law of the Dominion of Canada, or of any province, county, municipality or territory thereof, the Pacific Company hereby agreeing to pay all such tax or taxes.

This bond is one of an issue of bonds of the Pacific Company known as its Lake Superior Branch Four Per Cent First Mortgage Sterling Bonds, due 1955, issued and to be issued for an aggregate principal amount not exceeding one million five hundred and fifty thousand pounds sterling at any one time outstanding, under and in pursuance of, and all secured by, a mortgage or deed of trust dated the 15th day of March, 1905, executed by the Pacific Company to the National Trust Company, Limited, as Trustee, of the property and franchises of the Pacific Company, now owned or hereafter to be acquired, appertaining to the said Lake Superior Branch conveyed in trust by said mortgage or deed of trust, to which reference is hereby made for a statement of the property and franchises mortgaged, the nature and extent of the security, the rights of the holders of said bonds under the same, and the terms and conditions upon which said bonds are to be issued and secured.

This bond may, at the holder's option, be registered as to the principal thereof on the books of the Pacific Company at its head office in the city of Montreal, or at its office or agency in London, England, or at its office or agency in the city of New York and be made payable, as to the principal thereof, only to the registered holder named therein, but such registration shall not affect the negotiability of the coupons by delivery. After such registration, certified hereon, no transfer shall be valid, unless made by the registered holder or his duly authorized attorney on the Pacific Company's books at the office where such registration was made and similarly noted on the bond, but the same may be discharged from registry by being transferred on the books at such office to bearer, such transfer being similarly noted on the bond, and thereafter transferability by delivery shall be restored, but this bond may again, from time to time, be registered or transferred to bearer as before.

The Pacific Company agrees that it will not at any time hereafter, so long as any of the said bonds shall be outstanding, create or suffer to be created any charge upon, or issue any bond or bonds which shall be a lien upon, any of the property for the time being forming a part of the security for the repayment of the principal and interest due under said bonds, in priority to or *pari passu* with the charge or lien securing the said bonds or any of them.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the certificate of the Trustee hereon endorsed.

This bond is to have endorsed hereon the guarantee of The Grand Trunk Railway Company of Canada.

In witness whereof, The Grand Trunk Pacific Railway Company has caused these presents to be signed by its president or one of its vice-presidents, and its corporate seal to be hereunto affixed, and to be attested by its secretary or an assistant secretary, and coupons for said interest with the engraved signature of its treasurer to be attached hereto as of the first day of April, 1905.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

By

....
President.

[L. S.]

....
Secretary.

[STATEMENT TO BE STAMPED OR ENGRAVED ON THE BOND.]

At the option of the holder of this bond The Grand Trunk Pacific Railway Company will pay the principal and interest of said bond at the respective maturities thereof at its office or agency in the city of New York, in gold coin of the United States of America of the present standard of weight and fineness, at the fixed rate of exchange of four and $\frac{86}{100}$ dollars ($4.86) to the pound sterling, or at its office or agency in the city of Montreal, Canada, in currency of the Dominion of Canada at the same fixed rate of exchange.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.
by
CHAS. M. HAYS,
President.

[FORM OF COUPON.]

No..... £.....

On the first day of....., The Grand Trunk Pacific Railway Company will pay to the bearer at its office or agency in London, England,.....pounds sterling, being six months' interest then due on its Lake Superior Branch Four Per Cent, First Mortgage Sterling Bond, due 1955, No....., guaranteed by The Grand Trunk Railway Company of Canada.

FRANK SCOTT,
Treasurer.

[STATEMENT TO BE STAMPED OR ENGRAVED ON EACH COUPON.]

Payable at $.....in New York in U.S. gold coin, or in Montreal in Canadian currency.

[FORM OF TRUSTEE'S CERTIFICATE.]

This certifies that this bond is one of an issue of Lake Superior Branch Four Per Cent First Mortgage Sterling

Bonds, due 1955, described in the within-mentioned mortgage or deed of trust executed by The Grand Trunk Pacific Railway Company to the undersigned as Trustee.

NATIONAL TRUST COMPANY, LIMITED,

Trustee.

By

.....

Manager.

And whereas the Grand Trunk Company has approved of the form and provisions of this mortgage and of the bonds to be secured hereby and of the form of guarantee as hereinafter set forth, namely:

[FORM OF GUARANTEE.]

For value received, The Grand Trunk Railway Company of Canada, having been thereunto duly authorized, hereby unconditionally guarantees the prompt payment of the principal and interest of the within bond according to the tenor thereof, and it agrees that if such payment is not made it will itself forthwith make such payment.

In witness whereof The Grand Trunk Railway Company of Canada has caused this guarantee to be signed on its behalf by its Treasurer thereunto authorized under the seal of the Company by a resolution of its Board of Directors dated the 21st day of December, 1904.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA,

By

.....

Treasurer.

And whereas the creation and issue of the said Lake Superior Branch Four Per Cent First Mortgage Sterling Bonds, due 1955, and the execution of this mortgage to secure the same have been duly authorized by the Board of Directors of the Pacific Company in terms of the resolutions passed at a board meeting duly held on the 11th day of March, 1905, copies of which are as follows:

"Resolved that, for the purpose of providing for the payment of the cost of construction of the Lake Superior Branch of the Company's railway, this Company shall create and issue its bonds, as hereinafter provided, secured upon the railway, undertaking, equipment and property, tolls, rights and franchises of the Lake Superior Branch of this Company's railway, to be known as its Lake Superior Branch Four Per Cent First Mortgage Sterling Bonds, due 1955, for an aggregate principal amount which shall not in any event exceed the sum of £1,550,000, at any one time outstanding and shall be payable in sterling on the first day of April, 1955, at the office or agency of the Company, in Lon-

don, England, and shall bear interest at the rate of four per centum per annum, from the first day of April, 1905, payable in sterling semi-annually, on the first day of April and the first day of October, in each year, at said office or agency. Said bonds may be of such denominations as the Directors shall determine, provided that such bonds shall not be issued for any denomination less than £100 sterling.

"Resolved further, that the proper officers of the Company may cause to be stamped or engraved on each of said bonds before the issue thereof a statement in the form following, to wit:

"'At the option of the holder of this bond The Grand Trunk Pacific Railway Company will pay the principal and interest thereof at its office or agency in the city of New York, in gold coin of the United States of America of the present standard of weight and fineness, at the fixed rate of exchange of four and $\frac{86}{100}$ dollars ($4.86) to the pound sterling, or at its office or agency in the city of Montreal, Canada, in currency of the Dominion of Canada at the same fixed rate of exchange.'

"And upon each coupon attached to said bonds a statement in form following, to wit:

"'Payable at $.....in New York in U. S. gold coin, or in Montreal in Canadian currency.'

"Resolved further, that, in order to secure payment of said bonds issued and to be issued, with the interest thereon, this Company shall execute a mortgage or deed of trust to the National Trust Company, Limited, a company duly incorporated under the laws of the province of Ontario in the Dominion of Canada, as Trustee, covering the railway, undertaking, equipment and property, tolls, rights and franchises of the Lake Superior Branch of this Company's railway described in the draft of mortgage now submitted to this Board.

"And resolved further, that said draft of mortgage and the form of bonds and coupons and statements to be stamped or engraved thereon, respectively, and of the guarantee of The Grand Trunk Railway Company of Canada to be endorsed on said bonds, which are embodied in the said draft mortgage, be and the same are hereby approved, and that the President or one of the Vice-Presidents and the Secretary of this Company be and they are hereby authorized to execute the said mortgage and bonds on behalf of this Company under its corporate seal.

"Resolved further, that the statement to be stamped or engraved on said bonds shall be authenticated by the engraved signature of the present President of the Company and the Company may adopt and use for that purpose the engraved signature of any person who shall have been such President, notwithstanding the fact that such person may have ceased to be such President at the time when such bonds shall be actually certified and delivered.

"And resolved further, that in case the officers who shall have signed and sealed any of such bonds shall cease to be officers of the Company before the bonds so signed and sealed shall have been actually certified and delivered by the Trustee, such bonds may nevertheless be adopted and used by the Company, and upon the written request of said Company may

be issued, certified and delivered as though the persons who signed and sealed such bonds had not ceased to be officers of the Company. The coupons to be attached to such bonds may be authenticated by the engraved signature of the present Treasurer or any future Treasurer of the Company and said Company may adopt and use for that purpose the engraved signature of any person who shall have been such Treasurer, notwithstanding the fact that such person may have ceased to be such Treasurer at the time when such bonds shall be actually certified and delivered."

And whereas the said resolutions of the Board of Directors of the Pacific Company together with said draft of mortgage and the form of bonds and coupons and statements to be stamped or engraved thereon, respectively, and of the guarantee of the Grand Trunk Company to be endorsed on said bonds, which are embodied in the said draft mortgage, were thereafter submitted to a meeting of the shareholders of the Pacific Company duly called and held in conformity with the provisions of the Railway Act, 1903, at which shareholders representing at least two-thirds in value of the subscribed stock of the Pacific Company, and who had paid all calls due thereon were present in person or represented by proxy, and the said resolutions of the said Board of Directors were in all things at the said meeting duly ratified and confirmed;

And whereas this mortgage is substantially in the form of the said draft mortgage approved by the directors and the shareholders at the said meeting, respectively;

And whereas the form of bonds, coupons to be attached thereto, the said statements thereon, the Trustee's certificate to be signed by the said Trustee, and the guarantee to be endorsed thereon by the Grand Trunk Company, as the same were approved by the directors and the shareholders as above set forth, are severally substantially set forth in this mortgage;

And whereas, in pursuance of such authority and of all and every legal power and authority in it vested, the Pacific Company proposes now to issue and deliver the bonds hereby secured, and to execute this indenture to secure the said bonds and to declare the terms and conditions upon which every such bond is and shall be issued and secured,

Now, therefore, this indenture witnesseth as follows:

ARTICLE I.

MEANING OF TERMS.

Section 1. The Grand Trunk Pacific Railway Company, a company duly incorporated by the Parliament of Canada, is herein called the "Pacific Company"; The Grand Trunk Railway Company of Canada, a company duly incorporated by the Legislature of the late Province of Canada, and now under the legislative jurisdiction of the Parliament of Canada, is herein called the "Grand Trunk Company"; and the National Trust Company, Limited, a company duly incorporated under the laws of the Province of Ontario in the Dominion of Canada, is herein called the "Trustee".

Section 2. All the covenants, stipulations, promises and agreements in this indenture contained, by or on behalf of the Pacific Company, or of the Grand Trunk Company, shall extend to and be binding upon the successors and assigns respectively of each of the said Companies.

Section 3. Unless there is something in the subject or context inconsistent therewith, the words "the Trustee" shall be construed to refer to and describe the Company which shall, for the time being, be charged with the execution of any of the trusts of these presents whether such company shall be the Company named herein as the Trustee or any successor of the said company in the said trusts.

Section 4. The expression "the mortgaged premises" shall include all the premises and franchises hereby mortgaged or charged in any way with the payment of moneys intended to be secured by these presents.

Section. 5. The expression "construction work," for the purposes of this mortgage generally, and of the securities issued and to be issued hereunder, and more particularly for the purposes of Section 5 of Article three of this mortgage, shall mean and include all wages, materials and supplies for construction of the Lake Superior Branch, or any part thereof, material purchased or acquired for the purposes of such construction, machinery, plant, implements, tools, services and transportation required for, or entering into, the cost of such construction; expenditure for right-of-way and other lands required for the purposes of the said Branch and for terminal facilities thereof, expenditure for compensation for lands injuriously affected, for accommodation works and damages, for compensation for injuries, accidents and casualties to persons and property incidental to or arising out of such construction, for preliminary expenses, surveys and engineering, maintenauce, repairs and replacement of works and materials during construction, superintendence and management, bookkeeping, legal and medical expenses, and, generally, all costs and expenditure occasioned by the construction of such Branch, whether of the same kind as, or differing in kind from, the classes of expenditure especially above mentioned, including stamp duties, banking charges, exchange and interest upon the money expended. Provided, however, that no materials or supplies shall be included in the expression "construction work" unless and until they shall have been delivered in Canada to the Pacific Company.

Where the work is done under contract, the expression "construction work" shall also include payments and obligations to contractors for construction of any part of the said Branch.

The expression "construction work" shall also include the material supplied and labour expended in the construction of telegraph and telephone lines reasonably required for the operation of the said Branch.

The said expression "construction work" shall also include any sum or sums of money paid or to be paid by the Pacific Company as interest accruing, or about to accrue, during the period of construction upon any bonds issued hereunder, less any sum or sums of money received by the said Company,

from its net earnings in respect of the said Branch or as interest upon any proceeds of bonds issued in respect thereof.

Section 6. The expression "working expenditure" for the purposes of this mortgage and of the securities issued and to be issued hereunder shall mean and include all expenses of maintenance of the said Branch and of the stations, buildings, works and conveniences belonging thereto, and of the rolling and other stock and movable plant used in the working thereof, and all such tolls, rents or annual sums as are paid on account of property leased to, or held by, the Pacific Company in respect of the said Branch (apart from the rent of the Eastern Division or any other leased line) or in respect of the hire of rolling stock let to the Company as part of the equipment of the said Branch; all rent, charges or interest on the purchase money of lands belonging to the Pacific Company purchased for the use of the said Branch but not paid for, or not fully paid for; all expenses of or incidental to working such Branch and the traffic thereon, including all stores and supplies and all necessary repairs and supplies to rolling stock while on such Branch or elsewhere; rates, taxes, insurance and compensation for accidents or losses payable in respect of such Branch; also all salaries and wages of persons employed in and about the working of the said Branch and the traffic thereon; the due proportion of such tolls, rent or other sums as may be payable for the use of rolling stock used upon such Branch, of all office and management expenses, including directors' fees, agency, legal, medical and other like expenses, and of any sums of money contributed to any fund for the benefit of the employees of the Pacific Company; and all costs and expenses of and incidental to the compliance by the Pacific Company with any order of the Board of Railway Commissioners for Canada or of any Board or authority which may hereafter be duly constituted by the Parliament of Canada for the regulation of railways, and made in reference to such Branch, and generally all such charges, if any, not above otherwise specified as in all cases of English railway companies are usually carried to the debit of revenue as distinguished from capital account.

ARTICLE TWO.

PROPERTY GRANTED IN TRUST.

Section 1. In order to secure the payment of the principal and interest of all the bonds at any time hereafter issued and outstanding under this indenture, according to their tenor and effect, and the performance of all the covenants and conditions herein contained, and to declare the terms and conditions upon which such bonds are issued and received, the Pacific Company, in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, released, conveyed, assigned, transferred and set over and doth hereby grant, bargain, sell, release, convey, assign, transfer and set over to

the Trustee, its successors and assigns, for ever, all and singular the railway, undertaking, equipment and property, tolls, rights and franchises of the Pacific Company, hereinafter described, comprising the line of railway to be constructed from a point about 230 miles east of Winnipeg on the Eastern Division of the National Transcontinental Railway above referred to, and extending from the said point on the said Eastern Division south-easterly to Port Arthur or Fort William or some other Canadian port, on Lake Superior, approved by the Governor in Council, a distance of about 220 miles, but not including any other section or division of the railway of the Pacific Company nor the rolling stock or equipment of or any property appurtenant to such other section or division, nor the rolling stock or equipment constituting the equipment of the said Eastern Division of the National Transcontinental Railway, and not including ships or any municipal or provincial grants of land by way of bonus or subsidy to the Pacific Company (other than municipal or provincial grants of land made to the Pacific Company for right of way, station grounds, terminals or other like railway purposes), nor any cash subsidies or bonuses nor any other line of railway or property whatsoever except the railway and property herein expressly described :

And all and singular the estates, leasehold or otherwise, rights, privileges and franchises belonging or appertaining to the said Lake Superior Branch of the said railway, undertaking, equipment and property, tolls, rights and franchises, except as above provided, including (*a*) all terminals, wharves, piers, docks, telegraph and telephone lines and all other structures connected therewith belonging to the Pacific Company and used in connection with the said Lake Superior Branch ; (*b*) all roadbeds, superstructures, rights of way, rails, tracks, sidetracks, sidings, extensions, bridges, viaducts, terminals, buildings, depots, stations, tanks and water appliances, warehouses, car houses, engine houses, freight houses, coal houses, wood houses, machine shops and other shops, turntables, water stations, fences, structures, erections and fixtures, and any and all other property, real or personal, of every kind or description now or hereafter to be provided for use upon or acquired by the Pacific Company or its successors as appurtenant to the said branch of the said railway or for terminals thereof ; (*c*) all locomotives, engines, cars and other rolling stock, equipment, machinery, instruments, tools, implements, fuel, materials, furniture and other chattels of the Pacific Company now owned or hereafter held, acquired or provided by the Pacific Company, or its successors, constituting the equipment of the said Lake Superior Branch, or of the terminals thereof or of other property hereby mortgaged, including materials and supplies purchased or acquired for the purposes of construction, notwithstanding that the same may not have been actually delivered upon the work ; (*d*) all the rents, issues, profits, tolls and other revenues receivable by the Pacific Company from the said Branch ; and (*e*) all the rights, privileges, franchises, equipment and property which the Pacific Company now has or which it or its successors shall hereafter acquire, possess, or become entitled to, appertaining to the construction, maintenance, use or operation

of the said Lake Superior Branch, or of the terminals thereof or of other property hereby mortgaged ; provided, however, that in respect of any leaseholds or terms of years included herein the interest of the Trustee therein shall be subject to the provisions of Section 7 of Article Nine hereof.

The foregoing description of the mortgaged premises is not intended to and shall not comprise or include any branch line exceeding six miles in length connecting with the said Lake Superior Branch which may be hereafter constructed and for the construction of which authority may have been or may hereafter be obtained under any special Act of Parliament, nor any branch of any such branch line whether the same shall or shall not exceed six miles in length, nor any of the classes or descriptions of property above described appertaining or belonging to the branch lines by this clause excepted or any of them.

To have and to hold the mortgaged premises unto the Trustee and to its successors and assigns forever, free from incumbrances, in trust, for the equal and proportionate benefit and security of all holders of the bonds and interest obligations to be issued hereunder and secured by this indenture, and for the enforcement of the payment of said bonds and interest obligations when payable, and the performance of and compliance with the covenants and conditions of this indenture, without preference, priority or distinction of one bond over any other bond issued hereunder by reason of priority in the issue or negotiation thereof, or otherwise howsoever.

And it is hereby covenanted and declared that all such bonds, with the coupons for interest thereon, are to be issued and certified and delivered, and that the mortgaged premises are to be held by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth.

And it is covenanted between the parties hereto and for the benefit of the respective holders, from time to time, of bonds issued hereunder, as follows, namely :—

ARTICLE THREE.

ISSUE, REGISTRATION AND APPROPRIATION OF BONDS AND THEIR PROCEEDS.

Section 1. All bonds to be secured hereby shall be completely signed and executed by the Pacific Company, and the guarantee of the Grand Trunk Company having been endorsed thereon shall be delivered to the Trustee hereunder for certification, and the Trustee shall thereupon certify and deliver the same as hereinafter provided.

Section 2. The bonds to be issued under and secured by this indenture, together with the coupons appertaining thereto, shall be substantially of the tenor and purport above recited. In case the officers who shall have signed and sealed any of such bonds shall cease to be officers of the Pacific Company before the bonds so signed and sealed shall have been actually certified and delivered by the Trustee, such bonds may, nevertheless, be adopted and used by the Pacific Company, and, upon the written request of said Company, shall be issued, certified and delivered subject to the provisions hereof, as

though the persons who signed and sealed such bonds had not ceased to be officers of the Pacific Company. The coupons to be attached to such bonds shall be authenticated by the engraved signature of the Treasurer of the Pacific Company, and the said Company may adopt and use for that purpose the engraved signature of any person who shall have been such treasurer, notwithstanding the fact that such person may have ceased to be such treasurer at the time when such bonds shall be actually certified and delivered.

Section 3. The said statement to be stamped or engraved on said bonds shall be authenticated by the engraved signature of the President of the Pacific Company, and the said Company may adopt and use for that purpose the engraved signature of any person who shall have been such president, notwithstanding the fact that such person may have ceased to be such president at the time when such bonds shall be actually certified and delivered.

Section 4. The purchase price of the bonds or of any of them (hereinafter referred to as the "proceeds" of the said bonds), shall be paid by the purchasers thereof from time to time to a Bank or Banking Company (hereinafter called "the Depositary") designated for that purpose by the Pacific Company, such designation, however, to be subject to the approval in writing of the Trustee which shall not be unreasonably withheld. The Depositary is to receive, hold and dispose of the said proceeds and any interest accruing thereon in accordance with and subject to the provisions of Section 5 of this Article; but it shall not be authorized to act as such Depositary or to receive the said proceeds or any part thereof unless and until by an instrument in writing, duly executed, hereinafter referred to as the deposit agreement, it shall have agreed with the Trustee and the Pacific Company to receive, hold and dispose of said proceeds as herein provided.

Any bonds duly certified as aforesaid shall be delivered by the Trustee to the purchaser or purchasers thereof or on their order from time to time as directed by the Pacific Company, but only upon the receipt by the Trustee from the Depositary of a certificate in writing that it has received from such purchaser or purchasers an amount certified by the Pacific Company to be the purchase price of said bonds.

Section 5. The Depositary shall keep all the said proceeds received by it as aforesaid to the credit of the Trustee and the Pacific Company jointly, and shall from time to time pay any such proceeds held by it and any interest accruing thereon from time to time to the Pacific Company upon the joint draft of the Trustee and the Pacific Company, signed by their duly authorized officers or agents, but only for such amounts as shall be stated in the certificates hereinafter provided for of the Chief Engineer or of the General Auditor or other chief accounting officer of the Pacific Company; but such proceeds shall be so paid only in respect of construction work on the said Lake Superior Branch for which payments shall be due and payable as hereinbefore provided. Such joint draft shall be accompanied by a certificate of the Chief Engineer of the Pacific Company (and the Depositary shall not make the payment until the same shall be furnished) stating the actual cost of the construction work

on account of which such joint draft is made ; that the price paid or agreed to be paid for such construction work is not in excess of the fair value of the obligation or expenditure on account of which payment is requested ; and in each instance where any instalment shall theretofore have been paid out of the proceeds of said bonds, that the same has been actually used or expended for the purpose or purposes for which the payment thereof was made.

Whenever any such joint draft as aforesaid shall include any sum paid or to be paid on account of interest on bonds included as part of the cost of construction work as hereinbefore defined, the Pacific Company shall in each instance furnish to the said Depositary (and the Depositary shall not make the payment until the same shall be furnished) a certificate or certificates of its General Auditor or other chief accounting officer stating (*a*) the amount necessary to be paid in respect of interest due or accruing due upon bonds ; (*b*) the amount of interest credited in respect of proceeds of bonds in the hands of the Depositary and not theretofore applied towards payment of such bond interest ; (*c*) the amount of net earnings not theretofore applied towards payment of such bond interest ; (*d*) when payments have theretofore been made by the Depositary to enable such bond interest to be paid, that the same have been so applied. The production of any such certificate of the said Chief Engineer, General Auditor or other chief accounting officer shall be conclusive evidence to the Trustee and the Depositary of the facts stated therein.

Any proceeds remaining on deposit with the Depositary, and any interest payable on such proceeds, pending the complete construction of the said Branch shall, subject to the further payments therefrom on account of construction work, as hereinbefore provided, be held by the Depositary as security for the payment of the said bonds.

If, upon the complete construction and equipment of the said Branch, and the payment of all sums payable on account of construction work in respect thereof, there shall remain on deposit with the Depositary any balance of the proceeds of the said bonds, such balance and any interest payable thereon shall be applied, on the order of the Pacific Company, to the purchase of bonds issued hereunder ; and upon receiving the bonds so purchased the Depositary shall deliver the same to the Trustee, who shall forthwith cancel and destroy the same and deliver to the Pacific Company an instrument in writing under its corporate seal stating the numbers of the said bonds, and certifying that they have been cancelled and destroyed.

Section 6. In case any Bank or Banking Company appointed as Depositary, shall decline to act, resign or otherwise become incapable of acting as such Depositary, a Bank or Banking Company shall be appointed by the Pacific Company by an instrument in writing as a successor to such Depositary, such appointment, however, to be subject to the approval in writing of Speyer Brothers and of the Trustee which shall not be unreasonably withheld ; and upon the acceptance of said appointment by the Bank or Banking Company so appointed any funds, being the proceeds of bonds issued hereunder, with any accrued interest thereon remaining on deposit with the

Depositary last acting shall be forthwith paid over to the new Depositary so appointed to succeed it; and the deposit agreement shall contain suitable provisions to that end.

The compensation and expenses of the Depositary shall be paid by the Pacific Company.

Section 7. The principal of said bonds issued in respect of the said Lake Superior Branch shall not exceed the sum of £1,550,000 sterling, at any one time outstanding. The said bonds shall be payable on the first day of April, 1955, and shall be in denominations of £100 and £200, of which not more than £310,000 face value shall be in the denomination of £100 each, and may be issued from time to time hereafter with the guarantee of the Grand Trunk Company endorsed thereon.

Section 8. Only such bonds as shall bear thereon endorsed the certificate of the Trustee, by it duly executed under the hand of its President or Vice-President, or Manager, shall be secured by this indenture or shall be entitled to any lien or benefit thereunder; and every such certificate of the Trustee upon any bond executed on behalf of the Pacific Company shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to the benefits hereof. Before certifying or delivering any bond hereby secured, the Trustee shall cut off and cancel all coupons thereof then matured.

Section 9. The Pacific Company shall at all times keep at its head office in the city of Montreal, and at its office or agency in London, England, and at its office or agency in the city of New York, suitable and appropriate books for the registering of the holders of bonds, to be issued hereunder; and every holder of one or more bonds hereby secured shall, subject to the provisions of Section 10 of this Article, be entitled without charge to have his name and address and the denomination and numbers of any of the said bonds held by him entered in such register upon presenting at any one of the said offices a written statement of the said particulars, signed by himself and producing the bonds; and every registration of the ownership of any bond shall be properly certified thereon. Upon the registration of any such bond the same shall cease to be transferable by delivery and shall become transferable only by the registered holder thereof in person, or by attorney duly authorized, on the books of the Pacific Company at its head office in the city of Montreal, or at its office or agency in London, England, or at its office or agency in the city of New York, as the case may be, upon production of said bond, and each transfer thereof shall be recorded by endorsement upon the said bond, unless the last preceding transfer shall have been to bearer, which shall restore the transferability of the bond by delivery; but no registration of a bond shall affect the negotiability by delivery of the coupons appertaining thereto.

Section 10. After the first registration of any such bond the same shall continue to be registered only in the office in which the first entry of registration has been made.

Section 11. Each of the said registers shall be open at all reasonable hours to the inspection of the Trustee, and of the Grand Trunk Company, or any agent or officer duly appointed on behalf of the said Trustee or of the Grand Trunk Company,

and copies shall be furnished to the Trustee or to the Grand Trunk Company, upon request.

Section 12. The Pacific Company shall be entitled to make a reasonable charge, not exceeding one dollar, for each transfer of a registered bond.

Section 13. In case any bond issued hereunder with the coupons thereto appertaining, shall become mutilated or be destroyed, the Pacific Company, in its discretion, may issue, and thereupon the Trustee shall certify and deliver a new bond of like tenor and date, including coupons for unpaid interest thereon, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated bond, and its coupons, or in lieu of, and substitution for, the bond and its coupons so destroyed, upon receipt of evidence satisfactory to the Pacific Company of the destruction of such bond and its coupons, and upon receipt also of indemnity satisfactory to the Pacific Company, and the Pacific Company may charge for the issue of such new bond an amount sufficient to reimburse it for the expense incurred in the issue thereof.

Section 14. Nothing in this Article, or any other Article of this indenture, expressed or implied, is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim, under or in respect of this indenture, or under any covenant, condition or provision herein contained; all its covenants, conditions and provisions being intended to be, and being, for the sole and exclusive benefit of the said parties and of the holders of the bonds hereby secured.

ARTICLE FOUR.

THE GUARANTEE OF THE GRAND TRUNK COMPANY.

Section 1. The Grand Trunk Company hereby agrees with the Pacific Company and the Trustee and each of them to guarantee payment of the principal and interest of the bonds to be issued under this mortgage, by endorsing upon each of said bonds its guarantee in writing in the form hereinbefore set forth, but the principal of said bonds shall not exceed the sum hereinbefore limited at any one time outstanding.

Section 2. The guarantee of the Grand Trunk Company hereinbefore referred to shall constitute a liability of the said Company in priority to all the share capital of the said Company, whether guaranteed stock, preference stock, or ordinary stock.

Section 3. Notwithstanding anything herein contained, no liability shall attach to the Grand Trunk Company, as guarantor of bonds to be issued hereunder, except in respect of bonds upon which the Grand Trunk Company shall have endorsed its guarantee in writing as above provided.

Section 4. No extension, waiver or other modification, pursuant to the provisions in this mortgage contained, of the obligations of the Pacific Company under the provisions of said bonds by the Trustee or by all or any of the bondholders, or by such bondholders and Trustee acting together shall release or

discharge the Grand Trunk Company from its obligation as guarantor of said bonds or upon its covenants herein contained.

ARTICLE FIVE.

COVENANTS OF THE PACIFIC COMPANY.

The Pacific Company covenants with the other parties hereto as follows:

Section 1. That it will cause the said Lake Superior Branch to be commenced, laid out, constructed and equipped in all respects in accordance with the said Acts and the provisions of the said construction contract so that the said branch may be wholly open for public traffic within five years from the date hereof or within any extension of such period duly authorized.

Section 2. That it will duly and punctually pay, or cause to be paid, to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at the dates and place and in the manner mentioned in such bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes which may hereafter be imposed, levied or assessed and which the Pacific Company may be required to pay or to retain therefrom under any present or future law of the Dominion of Canada or of any province, county, municipality or territory thereof, the Pacific Company hereby agreeing to pay all such tax or taxes.

Section 3. Whenever required by the Trustee, the Pacific Company shall grant, convey, release, confirm, assign, transfer and set over unto the Trustee the estate, right, title and interest of the Pacific Company in and to all the mortgaged premises, and also will do, suffer, execute, acknowledge and deliver, or will cause to be done, suffered, executed acknowledged and delivered, all and every such further acts, deeds, conveyance, transfers, and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the said mortgaged premises, as the Trustee shall reasonably require for better accomplishing the objects and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured, and especially will, if required by the Trustee, as soon as practicable, execute by way of further assurance a supplementary deed or deeds of mortgage, containing if necessary a more definite description of the property intended to be covered by this Mortgage or Deed of Trust.

Section 4. The Pacific Company shall be primarily liable to pay the interest as well as the principal upon all of the said bonds, but, if default shall be made by the Pacific Company in the payment thereof, or any part thereof, The Grand Trunk Company shall pay the same and shall take up the coupons representing such interest; and any moneys so paid by the Grand Trunk Company under its guarantee, whether for principal or interest of the said bonds, shall be held to have been paid in discharge of the liability of the Grand Trunk Company, but not in discharge of the liability of the Pacific Company with respect to the said bonds, and any money so paid

by the Grand Trunk Company shall continue to be a charge under this mortgage, and the Grand Trunk Company shall be subrogated to all the rights of the holders of the said bonds, the interest upon or the principal of which shall have been paid by the Grand Trunk Company, and shall, in respect of such bonds, be, in all respects, in the position of holders of bonds in respect of which default has been made, and may exercise all the rights of such holders under this mortgage so long as it shall continue to pay, according to the tenor and effect thereof, the interest upon bonds of which the principal is not due, and so long as there shall not be any other default of the Pacific Company upon such bonds or in the performance of any of the covenants contained herein with respect to such holders of bonds continuing beyond any period of grace provided for in these presents.

Section 5. Notwithstanding anything herein contained, this mortgage is subject, in the first instance, to the payment of any penalty which may now or hereafter be imposed upon the Pacific Company for non-compliance in respect of the said Branch with the requirements of "The Railway Act, 1903," and to the payment of the working expenditure, as hereinbefore defined, of the said Branch.

Section 6. The Pacific Company shall acquire adequate terminals and terminal facilities for the proper operation of the said Branch and shall operate the said Branch and keep the same and all rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects upon the same covered by this mortgage and every part thereof, in a good state of repair and in proper working order and condition, and shall, from time to time, provide such substituted or additional rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects as may be required for the proper and efficient operation of the said Branch, and all such substituted or additional rolling stock, plant, machinery, works, fixtures, fittings, implements, utensils and other effects shall be subject in all respects to the trusts of this indenture; and the Pacific Company covenants and agrees that it will duly execute and deliver to the Trustee any and all instruments necessary or proper to subject such substituted or additional property to the lien of these presents.

Section 7. The Pacific Company covenants and agrees that it has not created or suffered to be created, and that it will not create or voluntarily suffer to be created, any lien or charge having priority to or preference over or ranking *pari passu* with the lien or charge of these presents upon the mortgaged premises, or any part thereof, or upon the income thereof, and that, if any lien or charge shall hereafter arise or be created or take effect upon the mortgaged premises or any part thereof contrary to the terms of this covenant, the Pacific Company will within three months after the same shall have accrued, pay or cause to be paid and discharged, or will make adequate provision for the satisfaction and discharge of every such lien or charge, and that it will punctually pay and discharge all lawful claims and demands of materialmen, mechanics, labourers and others, which,

if unpaid, might operate as a lien or charge upon the premises hereby mortgaged, or any part thereof, or the income thereof.

Provided, however, that nothing in this indenture contained shall be construed so as to prevent the Pacific Company from acquiring on credit rolling stock subject to agreement that the property therein is not to pass until payment therefor is made in full, which agreement shall, according to the terms thereof, be valid, but the Pacific Company covenants and agrees that it will, itself, punctually pay all claims and demands upon such rolling stock according to the terms of any such agreement.

Section 8. The Pacific Company further covenants that it will from time to time pay and discharge all rates, taxes, levies, charges and assessments whatsoever lawfully imposed upon the mortgaged premises, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such premises.

Section 9. The Pacific Company further covenants and agrees that there shall not be issued hereunder and at any one time outstanding bonds in excess of the amount authorized by the said Acts hereinbefore recited or by any Act authorizing or confirming this mortgage, and that it will not issue, negotiate, sell or dispose of any bonds hereby secured in any manner other than in accordance with the provisions of this indenture.

ARTICLE SIX.

POSSESSION UNTIL DEFAULT AND RELEASE.

Section 1. Until default shall have been made in the due and punctual payment of the interest or of the principal of the bonds hereby secured, or of some part of such interest or principal or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Pacific Company, and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Pacific Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the mortgaged premises, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

Section 2. If, when the bonds hereby secured shall have become due and payable, the Pacific Company shall well and truly pay, or shall cause to be paid, the whole amount of the principal and interest due upon all of the said bonds then outstanding, and the coupons for interest thereon, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount due thereon for principal and interest, then and in that case all the mortgaged premises shall revert to the Pacific Company, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee, on demand of the Pacific Company and at its cost and expense, shall execute a release and

discharge of this mortgage and shall deliver to the Pacific Company, its successors and assigns, all the mortgaged premises and all securities, moneys, books, documents and other chattels and things held by it as Trustee hereunder.

ARTICLE SEVEN.

RELEASES OF MORTGAGED PROPERTY.

Section 1. Upon the written request of the Pacific Company, approved by resolution of its Board of Directors (or Executive Committee), the Trustee from time to time while the Pacific Company is in possession of the mortgaged premises, but subject to the conditions and limitations in this Article prescribed and not otherwise, shall release from the lien and operation of this indenture any part of the mortgaged premises then subject thereto, provided (1) that no part of the line of railway or of the right of way of the said Branch shall be released unless the same shall no longer be of use in the operation of any part of the mortgaged premises, and no part of such line of railway or of the right of way shall be so released if thereby the continuity of the railway between the termini above-mentioned shall be broken; and (2) that no part of the mortgaged premises shall be released hereunder, unless at the time of such release it shall no longer be necessary or expedient to retain the same for the operation, maintenance, or use, of such railway, or for use in the business of the Pacific Company.

Section 2. No such release shall be made under this Article unless the Pacific Company shall have sold, or shall have contracted to exchange for other property or to sell the property so to be released, and the proceeds of any and all such sales shall be set apart and held in trust, and applied, with the consent or approval of the Trustee, to the purchase of other property, real or personal, or in betterments of or additions to the equipment or to the rolling stock, or otherwise in the improvement of some part of the mortgaged premises.

Section 3. Any new or additional property acquired by the Pacific Company in the place of any property released under this Article shall immediately become and be subject to the lien of this indenture as fully as the property specially described herein, and, if requested by the Trustee, the Pacific Company will convey the same to the Trustee, by appropriate deed or deeds upon the trusts and for the purposes of this indenture.

Section 4. The Pacific Company, while in possession of the mortgaged premises, shall also have full power, in its discretion from time to time, to dispose of any portion of the machinery, implements, tools, plant and equipment at any time held subject to the lien hereof, which may have become unfit for use, replacing the same by new machinery, tools, plant and equipment, which shall forthwith become subject to the lien of this indenture.

Section 5. The purchaser or purchasers of any property sold or disposed of under any provision of this Article shall not be required to see to the application of the purchase money or be responsible for the misapplication or non-application thereof.

Section 6. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed under the pro-

visions hereof, the powers in and by this Article conferred upon the Pacific Company may be exercised by such receiver with the approval of the Trustee; and, if the Trustee shall be in possession of the mortgaged premises under the provisions hereof, then all such powers may be exercised by the Trustee in its discretion.

ARTICLE EIGHT.

REMEDIES OF TRUSTEE AND BONDHOLDERS.

Section 1. In case the Pacific Company shall make default in the payment of any interest on any bond or bonds hereby secured, or in the performance of any of the covenants of the Pacific Company contained in Section 7 of Article five hereof, and any such default shall have continued for a period of six months, then and in every case of such continuing default, upon receiving from the chairman of a meeting of the bondholders a certified copy of an extraordinary resolution as hereinafter defined, making a request for such action by the Trustee, the Trustee, by notice in writing delivered to the Pacific Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, with interest at the rate of four per centum per annum on overdue instalments of interest, and the expenses of the Trustee, shall either be paid by the Pacific Company, or be collected out of the mortgaged premises before any sale thereof shall have been made, then and in every such case such default and its consequences may be waived by the Trustee with the consent of the bondholders expressed by an ordinary resolution as hereinafter defined, but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

Section 2. (*a*) In case the Pacific Company shall make default in the payment of any interest on any bond or bonds secured by this indenture, or in the performance of any of the covenants of the Pacific Company, contained in Section 7 of Article Five of this indenture and any such default shall have continued for a period of six months;

(*b*) or in case the Pacific Company shall make default in the due and punctual payment of the principal of any bond hereby secured;

(*c*) or in case the Pacific Company shall make default in the due observance or performance of any other covenant or condition herein required to be observed, kept or performed by the Pacific Company, and any such default under this clause (*c*) hereof shall have continued for a period of six months after written notice thereof from the Trustee;

Then, and in each and every such case, the Trustee by its officers, agents or attorneys, may [but if under clause (*a*) or (*b*) only with the consent of the Grand Trunk Company in

case such company shall have paid under its said guarantee of said bonds all interest and principal due thereunder] exercise each and every of the remedies, trusts and powers following:

A. It may enter into and upon all or any part of the mortgaged premises and may exclude the Pacific Company, its agents and servants, wholly therefrom, and, having and holding the same, may use, operate, manage and control the said mortgaged premises and conduct the business thereof by its superintendents, managers, receivers, agents and servants or attorneys, to the best advantage of the holders of the bonds hereby secured; and upon every such entry the Trustee, subject to the payment of the working expenditure as hereinbefore defined, of the said Lake Superior Branch shall have the right to manage the mortgaged premises, and to carry on the business and exercise all the rights and powers of the Pacific Company in relation thereto either in the name of the Pacific Company or otherwise, as the Trustee shall deem best; and the Trustee shall be entitled to collect, and to receive all tolls, earnings, income, rents, issues and profits of the same, and every part thereof; and after payment of the said working expenditure as hereinbefore defined and any other proper prior charges upon the said mortgaged premises or any part thereof, as well as just and reasonable compensation for its own services and for the services of all agents, clerks, servants and other employees by it necessarily and properly engaged and employed, it shall apply the moneys arising as aforesaid as follows:

(1) In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest thereon at the rate of four per centum per annum, such payments to be made rateably to the persons entitled thereto, without discrimination or preference.

(2) In case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue instalments thereof at the rate of four per centum per annum) in the order of the maturity of the instalments, and then to the payment of the principal of all bonds hereby secured, such payments to be made rateably to the persons entitled thereto, without any discrimination or preference.

B. It may, with or without entry, by its officers, agents or attorneys, in its discretion (*a*) sell to the highest and best bidder all and singular the mortgaged premises; and any such sale or sales shall be made at public auction in the city of Montreal, in the Dominion of Canada, or in such other place and at such time and upon such terms as the Trustee may fix and specify in the notice of sale to be given as herein provided; or (*b*) immediately upon the expiration of the six months in the two cases indicated, and immediately upon default in payment of principal in the other case, may proceed to protect and enforce its rights and the rights of the bondholders under this indenture, by a suit or suits at law or in equity, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of

any power herein granted, or for the foreclosure of this indenture, or for the enforcement of such other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

C. It may with or without entry, in its discretion, lease the whole or any part of the mortgaged premises for such term or terms as it may deem expedient.

Section 3. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of a waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Pacific Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder in respect of the mortgaged premises and all the rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 4. Upon receiving from the chairman of a meeting of the bondholders a certified copy of an ordinary resolution making a request therefor, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all proper and necessary steps for the protection and enforcement of its rights and the rights of the holders of the bonds hereby secured, and to exercise the powers of entry or sale herein conferred, or both, or to take such appropriate proceedings by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most expedient.

Section 5. Anything in this indenture contained to the contrary notwithstanding, the bondholders shall have the right from time to time by extraordinary resolution to direct and control the method and place of conducting any and all proceedings for any sale of the mortgaged premises, or for the foreclosure of this indenture, or for the appointment of a receiver, or any other proceedings hereunder.

Section 6. In the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, the mortgaged premises shall be sold in one parcel and as an entirety unless the bondholders by an extraordinary resolution, (a copy of such resolution certified by the chairman of the meeting at which such resolution was passed being delivered to the Trustee) shall request the Trustee to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request.

Section 7. Notice of any such sale, pursuant to any provision of this indenture, shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four consecutive weeks prior to such sale in the "Canada Gazette," in a newspaper published in the city of Montreal, in a newspaper published in London, England, and in a newspaper published in the city of New York, respectively.

Section 8. The Trustee from time to time may adjourn any sale to be made by it under the provisions of this indenture,

by announcement at the time and place appointed for such sale or for such adjourned sale; and without further notice or publication it may make such sale at the time and place to which the same shall be so adjourned.

Section 9. Upon the completion of any sale or sales under this indenture, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, of conveyance of the property and franchises sold. The Trustee and its successors are hereby appointed the true and lawful attorney or attorneys, irrevocable, of the Pacific Company, in its name and stead to make all necessary deeds and conveyances of property thus sold, the Pacific Company hereby ratifying and confirming all that its said attorney or attorneys shall lawfully do by virtue hereof.

Section 10. Any such sale or sales made under or by virtue of this indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Pacific Company of, in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Pacific Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold, or any part thereof, from, through or under the Pacific Company, its successors or assigns.

Section 11. The personal property and chattels conveyed, or intended to be conveyed, by or pursuant to this indenture, shall be deemed to be part of the realty for all the purposes of this indenture, and shall be held and taken to be fixtures and appurtenances of the said Lake Superior Branch, and are to be sold therewith, and not separate therefrom, except as herein otherwise provided.

Section 12. The receipt of the Trustee shall be a sufficient discharge to any purchaser of the property, or any part thereof sold as aforesaid, for the purchase money, and no such purchaser, or his agents, grantees, or assigns, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or shall, in any manner whatsoever, be answerable for any loss, misapplication or non-application of any such purchase money, or any part thereof, or be bound to enquire as to the authorization, necessity, expediency, or regularity of any such sale.

Section 13. In case of such sale, whether under the power of sale hereby granted or pursuant to judicial proceedings, the principal of all the bonds hereby secured, if not previously due, shall immediately thereupon become and be due and payable, anything in the said bonds or in this indenture contained to the contrary notwithstanding.

Section 14. The purchase money, proceeds and avails of any sale hereunder, whether under the power of sale hereby granted or pursuant to judicial proceedings, together with any other sums which may then be held by the Trustee under any of the provisions of this indenture as part of the trust estate or of the proceeds thereof shall be applied as follows:—

First. In the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents,

attorneys and counsel, and of all expenses, liabilities, and advances necessarily made or incurred by the Trustee and of the working expenditure of the Lake Superior Branch as herein defined and in the payment of liens prior to the lien of these presents, except any taxes, assessments, or other superior liens to which such sale shall have been made subject.

Second. In case the net proceeds of such sale shall be sufficient in the payment of the whole amount then owing or unpaid for principal and interest, upon the bonds hereby secured, with interest at the rate of four per cent per annum on the overdue instalments of interest, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, rateably to the aggregate of such principal and of the accrued and unpaid interest.

Third. The surplus, if any, shall be paid to the Pacific Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 15. In case of any sale hereunder, any bondholder who becomes a purchaser shall be entitled to tender in payment on account of such purchase any bonds hereby secured, and any matured and unpaid coupons appertaining thereto, and shall be credited, on account of the purchase price of the property purchased, with the sum payable out of the net proceeds of such sale on the bonds and coupons so tendered or on the overdue coupons as the case may be; and the amount so credited shall be endorsed thereon.

Section 16. In case there shall be any judgment outstanding against the Pacific Company then presently enforceable, or in case in any judicial proceeding by any party other than the Grand Trunk Company or the Trustee a receiver shall be appointed in respect of the mortgaged premises or a judgment be entered or order be made for the sequestration of any part of the mortgaged premises, the Trustee shall thereupon be entitled forthwith to exercise the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided, and, as a matter of right, the Trustee shall thereupon be entitled to the appointment of a receiver and manager of the mortgaged premises, with such powers as the court making such appointment shall confer.

Section 17. With the consent of the Trustee the Pacific Company may, at any time before the full payment of the principal and interest of the bonds hereby secured, and whenever it shall deem it expedient for the better protection and security of such bonds, although there may then be no default entitling the Trustee to enter into possession, surrender and deliver to the Trustee full possession of the whole or any part of the mortgaged premises for any period fixed or indefinite. Upon such surrender and delivery to the Trustee with its consent the Trustee shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession

thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said mortgaged premises, or of any part thereof, the Trustee from the time of its entry shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article.

Section 18. No holder of any bond or coupon hereby secured shall have any right to institute any action, suit or proceeding at law or in equity for the foreclosure or sale of the mortgaged premises, or for the execution of any trust of this indenture, or for the appointment of a receiver, or for any other remedy hereunder, unless such holder shall have previously given to the Trustee written notice of such default and of the continuance thereof, as hereinbefore provided; nor unless also an extraordinary resolution shall have been passed at a meeting of the bondholders requesting the Trustee to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and after a copy of such resolution duly certified by the chairman of such meeting shall have been delivered to the Trustee and it shall have had a reasonable opportunity thereafter to take such action; nor unless also there shall have been offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action, for foreclosure or sale, or for the appointment of a receiver, or manager, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of such outstanding bonds.

Section 19. Except as herein expressly provided to the contrary, no remedy herein conferred upon, or reserved to, the Trustee, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

Section 20. No delay or omission of the Trustee, or of any holder of bonds hereby secured to exercise any right or power accruing upon any default continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given to the Trustee or to the bondholders, may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the bondholders respectively.

ARTICLE NINE.

CONCERNING THE TRUSTEE.

Section 1. The Pacific Company shall pay all costs, charges and expenses necessarily and properly incurred by the Trustee in performing the trusts herein contained, including therein remuneration to the Trustee and remuneration, salary or fees necessarily and properly paid by the Trustee to any counsel, solicitors, attorneys, agents or other persons employed by it, and, also (in addition to any right of indemnity by law given to the Trustee) shall, at all times keep indemnified the Trustee against all actions, proceedings, costs, claims and demands in respect of any matter or thing lawfully done or omitted in anywise relating to the trusts hereby created. The Trustee may retain and pay to itself out of any moneys in its hands, subject to the trusts hereof, the amount of such remuneration as for the time being may be due to it, and of such costs, charges and expenses as aforesaid.

Section 2. All costs, charges and expenses incurred and payments made by the Trustee or by its agents, attorneys or servants in the lawful exercise of the powers hereby conferred, including all such remuneration, salary or fees as shall necessarily and properly be paid to any counsel, solicitor, attorney, agent, or other persons employed by it, shall be payable by the Pacific Company on demand. and all such costs, charges, expenses and payments, and any interest thereon and all remuneration payable to the Trustee hereunder shall be a charge on the mortgaged premises.

Section 3. The Trustee shall not be bound to take any step to enforce the performance of any of the covenants on the part of the Pacific Company in these presents contained, unless, upon request in writing by the Grand Trunk Company or upon request of the bondholders evidenced by an extraordinary resolution passed at a meeting of the bondholders and the delivery to the Trustee of a copy duly certified by the chairman of such meeting, and then only if it shall be indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable, and all costs, charges, damages and expenses which it may incur by so doing.

Section 4. The Trustee may, except as herein otherwise provided, from time to time and at any time, waive, on such terms and conditions as to it shall seem expedient, any breach by the Pacific Company of any of the covenants in these presents contained, and no waiver or license by the Trustee of any breach of any covenant or condition of this indenture shall affect or impair the rights of the Trustee to enforce such covenant or condition in case of any subsequent breach thereof.

Section 5. The Trustee shall not be liable for or by reason of any failure or defect of title to or any encumbrance upon the mortgaged premises, or for or by reason of the statements of facts or recitals in this mortgage or in the bonds contained, or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Pacific Company only.

Section 6. The Trustee shall not be responsible for any neglect or default on the part of any servant or agent appointed by it if selected with reasonable care, nor for any error or mistake made in good faith.

Section 7. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now held or hereafter acquired by the Pacific Company, and whether falling within a general or specific description of property hereunder, is hereby excepted out of the assignment or transfer of such lease or agreement hereby made, and does not and shall not form part of the mortgaged premises.

And it is hereby further declared and agreed that after any sale made under the powers herein contained of any leasehold interest forming part of the mortgaged premises, the Pacific Company shall stand possessed of the premises sold for the last day of the term granted by the lease thereof or agreement therefor in trust for the purchaser or purchasers, his or their executors, administrators and assigns, to be assigned and disposed of as he or they may direct.

Section 8. The Trustee or any Trustee hereafter appointed may resign and be discharged from the trusts created by this indenture by giving notice in writing of such resignation to the Pacific Company and to the Grand Trunk Company and by publication of such notice at least once a week for four successive weeks in the "Canada Gazette" and in a newspaper published in the city of Montreal.

The Trustee may be removed at any time by an extraordinary resolution passed at a meeting of the bondholders and the delivery to it of a copy of such resolution duly certified by the chairman of such meeting; but no such removal shall be made before default hereunder without the written consent of the Pacific Company and the Grand Trunk Company.

Section 9. In case the trustee or any trustee hereafter appointed shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by an extraordinary resolution passed at a meeting of the bondholders and the delivery to such successor of a copy of such resolution duly certified by the chairman of such meeting: Provided, nevertheless, that in case there shal at any time be a vacancy in the office of trustee hereunder,l the Pacific Company and the Grand Trunk Company may by an instrument executed by order of their respective Boards of Directors appoint a Trustee to fill such vacancy, until a new Trustee shall be appointed by the bondholders, as herein authorized. The Pacific Company shall thereupon publish notice of the appointment of such trustee by the said companies once a week for four successive weeks in the "Canada Gazette" and in a newspaper published in London, England. Any new trustee so appointed by the Pacific Company and the Grand Trunk Company shall, immediately and without further act be superseded by a trustee appointed, as aforesaid, by an extraordinary resolution; provided that such appointment be made by the bondholders within six months after the last publication of such last mentioned notice; otherwise the trustee so appointed by the Pacific Company and the Grand Trunk Company shall continue to act hereunder.

Any such new trustee appointed hereunder shall execute, acknowledge and deliver to the trustee last in office, and also to the Pacific Company, an instrument accepting such appointment hereunder, and thereupon such new trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of the trustee under this indenture with like effect as if originally named as trustee herein, but the trustee ceasing to act shall, nevertheless, on the written request of the new trustee, execute and deliver an instrument transferring to such new trustee, upon the trusts herein expressed, all its interest in the estates, properties, rights, powers and trusts of the trustee so resigning or removed and, upon the request of any such new trustee, the Pacific Company and the Grand Trunk Company shall make, execute, acknowledge and deliver any and all deeds, conveyances or instruments in writing for more fully and certainly vesting in and confirming to such new trustee all such estates, properties, rights, powers and trusts.

Upon every such appointment of a new trustee hereof, as aforesaid, the trust property shall, if and so far as the nature of the property and other circumstances shall require or admit, be deemed to be transferred so that the same shall without further or other conveyance or assignment be vested in the Trustee hereof for the time being.

ARTICLE TEN.

CONCERNING MEETINGS OF BONDHOLDERS.

Section 1. Meetings of bondholders may be held as hereinafter provided, but, so long as the Grand Trunk Company shall continue to pay, according to the tenor and effect of this indenture, the interest upon bonds of which the principal is not due, and so long as there shall not be any other default of the Pacific Company upon such bonds or in the performance of any of the covenants contained herein with respect to such holders of bonds, continuing beyond any period of grace provided for by this indenture, no meeting of bondholders shall be held without the consent of the Grand Trunk Company, expressed by an instrument in writing, and neither the Pacific Company nor the Trustee shall convene such meeting until such consent shall have been first obtained.

In the following sections of this Article, wherever the word "bondholder" or "bondholders" is used, it shall be deemed to mean and include the Grand Trunk Company, in every case where, under the provisions of this mortgage, the Grand Trunk Company shall be entitled to represent and exercise the rights of holders of bonds of which as guarantor it shall have paid the interest, in which case the Grand Trunk Company shall establish its right of voting by the certificate of the Trustee or of any Bank or Trust Company approved by the Trustee stating that the Grand Trunk Company is the holder of the coupons representing an instalment or instalments, of overdue interest in respect of the bonds, describing them by their numbers respectively.

Section 2. Subject to the provisions of Section 1 of this Article the Trustee or the Pacific Company may respectively, and the Trustee shall, at the request in writing of persons holding not less than one-fourth of the amount of the bonds at the time outstanding, at any time convene a meeting of the bondholders. Such meeting shall be held at such place in the city of Montreal, in London, England, or in the city of New York, as the Trustee shall determine.

Section 3. Notice of any meeting, specifying the place, day and hour of meeting and the general nature of the business to be transacted shall be given to the bondholders by publication at least once a week for four successive weeks in the "Canada Gazette" and in a newspaper published in London, England, in a newspaper published in the city of New York and in a newspaper published in the city of Montreal. It shall not be necessary to specify in any such notice the terms of the resolutions to be proposed. A copy of such notice shall also be sent by post to the Trustee (unless the meeting shall be convened by it) at least two weeks before the day appointed for holding the meeting.

Section 4. At any such meeting persons holding or representing by proxy one-fourth of the amount of the bonds for the time being outstanding, shall form a quorum for the transaction of business other than business requiring the sanction of an extraordinary resolution as hereinafter provided. If within half an hour from the time appointed for any meeting of the bondholders a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same hour and place, and if at such adjourned meeting a quorum is not present, the meeting shall be dissolved.

Section 5. Some person nominated in writing by the Trustee shall be entitled to take the chair at every such meeting, and, if no such person is nominated, or if, at any meeting, the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the bondholders present shall choose one of their number to be chairman.

Section 6. Every question submitted to a meeting of the bondholders shall be decided, in the first instance, by a show of hands, and in case of an equality of votes, the chairman shall, both on a show of hands, and at the poll, have a casting vote, in addition to the vote or votes (if any) to which he may be entitled as a bondholder.

Section 7. At any such meeting of bondholders, unless a poll is demanded in writing by one or more of the bondholders holding, or representing by proxy one-twentieth of the amount of the bonds for the time being outstanding, a declaration by the Chairman that a resolution has been carried, or carried by any particular majority, or lost, shall be conclusive evidence of the fact.

Section 8. If, at any meeting, a poll is demanded as aforesaid, it shall be taken in such manner, and either at once or after an adjournment, as the chairman directs, and the result of such poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

Section 9. The chairman may, with the consent of any such meeting, adjourn the same from time to time.

Section 10. No poll shall be demanded on the election of a chairman, or on any question of adjournment.

Section 11. At any such meeting each bondholder shall be entitled upon a poll, to one vote in respect of every principal sum of £100 sterling, secured by the bonds registered in his name in the books of the Pacific Company, or of which he is the bearer, and no person shall be entitled to vote or shall be recognized as the legal holder of bonds, except

(1) registered holders of bonds or persons appointed as their proxies respectively, as hereinafter provided ;

(2) bearers of bonds not registered ;

(3) persons holding a certificate under the hand of the Trustee or of any Bank or Trust Company approved by the Trustee stating that the holder of the certificate is entitled to the bonds described therein by their numbers respectively;

(4) Persons representing the Grand Trunk Company and holding i's proxy in the cases provided for by section 1 of this Article.

Section 12. The instrument appointing a proxy shall be in writing under the hand of the appointor, or, if such appointor is a corporation, under the common seal or under the hand of some officer duly authorized in that behalf, and any such instrument may be in the form following :—

THE GRAND TRUNK PACIFIC RAILWAY COMPANY.

I,
of
in the county of
being a holder of Lake Superior Branch Four Per Cent First Mortgage Sterling Bonds, due 1955, of the above Company, guaranteed by the Grand Trunk Railway Company of Canada, hereby appoint
as my proxy, to vote for me and on my behalf at the meeting of the said bondholders, to be held on the
day of and at any adjournment thereof.
Dated this day of

(Signed)

Section 13. Except where under the provisions of section 1 of this Article a proxy is appointed on behalf of the Grand Trunk Company, no person or corporation other than the Trustee shall be appointed as a proxy who is not a bondholder or a director of a corporation which is a bondholder.

Section 14. The instrument appointing a proxy shall be deposited at such place as the Trustee or the Pacific Company may in the notice convening the meeting direct, or in case there is no such place appointed, then at the head office of the Pacific Company in the city of Montreal, or at the office of the Pacific Company in London, England, or at the office of the Pacific Company in the city of New York, according as the meeting is convened to be held in Montreal, or London, or New York, respectively, not less than forty-eight hours before the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve

months from the date of its execution, and no proxy shall be used at any adjourned meeting which could not have been used at the original meeting.

Section 15. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal, or revocation of the proxy, or transfer of the bonds in respect of which the vote is given, unless notice, in writing, of such death, insanity, revocation or transfer shall have been received at the office of the Pacific Company at the place where the meeting is appointed to be held, at least forty-eight hours before the time appointed for holding the meeting.

Section 16. Where there are joint registered holders of any bond or bonds, any one of such persons may vote at any such meeting either personally or by proxy in respect of such bond or bonds, as if he were solely entitled thereto, but, if more than one of such joint holders be present at any meeting, personally or by proxy, that one of such persons so present whose name stands first on the register in respect of such bond or bonds shall alone be entitled to vote in respect thereof.

Section. 17. A meeting of the bondholders shall, in addition to the powers in these presents hereinbefore specifically given, have the following powers, exercisable by extraordinary resolution as hereinafter defined, namely :—

(1) Power to sanction the surrender or release of any of the mortgaged premises.

(2) Power to sanction any modification or compromise of the rights of the bondholders against the Pacific Company or the Grand Trunk Company or against the property of either, whether such rights shall arise under these presents or otherwise.

(3) Power to assent to any modification of the provisions contained in these presents which shall be proposed by the Pacific Company and assented to by the Grand Trunk Company and the Trustee.

Section 18. The expression "extraordinary resolution," when used in these presents, means a resolution passed by a majority consisting of holders of not less than three-fourths in value of the bonds held by those present in person or by proxy and entitled to vote at a meeting of the bondholders duly convened and held in accordance with the provisions herein contained, at which there shall be present in person or by proxy holders of not less than two-thirds in value of the bonds for the time being outstanding. The expression "ordinary resolution," when used in these presents, means any other resolution duly passed at a meeting of bondholders duly convened and held in accordance with the provisions herein contained.

ARTICLE ELEVEN.

ACCEPTANCE OF TRUST, EXECUTION AND DEPOSIT OF MORTGAGE.

Section 1. The National Trust Company, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided as herein set forth.

Section 2. This indenture may be executed in five counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

Section 3. This indenture when executed shall be deposited by the Pacific Company in the office of the Secretary of State for the Dominion of Canada and notice thereof shall be given by the Pacific Company in the "Canada Gazette" immediately after such deposit, and this indenture is not required to be registered elsewhere or in any other manner.

In witness whereof the parties hereto of the first, second and third parts have duly caused these presents to be executed and their respective corporate seals to be hereunto affixed the day and year first above written.

Seal of Grand Trunk Pacific Ry. Co.

THE GRAND TRUNK PACIFIC RAILWAY COMPANY,
by
CHAS. M. HAYS,
President.
HENRY PHILIPS,
Secretary.

Seal of National Trust Co., Ltd.

NATIONAL TRUST COMPANY, LIMITED,
by
Z. A. LASH,
Vice-President.
W. E. RUNDLE,
Secretary.

Seal of Grand Trunk Ry. Co. of Canada.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA,
by
CHAS. M. HAYS,
Second Vice-President and General Manager.

D.R.E.C.

No. 115.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act respecting the Grand Trunk Pacific Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. MCCARTHY.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 116.] **BILL.** [1905.

An Act respecting the Algoma Central and Hudson Bay Railway Company.

Preamble.

WHEREAS a petition has been presented, praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1899, c. 50; 1900, c. 49; 1901, c. 46; 1902, c. 38.

Time extended for completion of undertaking.

1. The time limited for completing the undertaking of the Algoma Central and Hudson Bay Railway Company, hereinafter called "the Company," authorized by chapter 50 of the statutes of 1899, as amended by chapter 49 of the statutes of 1900, is extended for five years from the passing of this Act, and if the undertaking is not completed before the said date the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the undertaking as then remains uncompleted.

Time extended for construction of railway to James Bay.

2. The railway of the Company authorized by chapter 46 of the statutes of 1901 shall be commenced within three years and finished and put in operation within seven years after the passing of this Act, otherwise the powers of constructing the said railway shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Agreement with Algoma Commercial Company in schedule A. confirmed.

3. The agreement set out in schedule A to this Act, made between the Company and the Algoma Commercial Company, Limited, dated the second day of January, one thousand nine hundred and three, is hereby confirmed and declared to be valid and binding upon the parties thereto according to the terms thereof.

First mortgage bonds and mortgage in schedule B. confirmed.

4. The first mortgage bonds issued by the Company, and transferred to the Algoma Commercial Company, Limited, or its assigns, pursuant to the terms of the said agreement, are hereby declared to be valid and binding upon the Company, and the mortgage set out in schedule B to this Act, made between the Company and the Central Trust Company of New York, dated the first day of January, one thousand nine hundred and three, to secure the due payment of the said first mortgage bonds, is hereby declared to be valid and binding according to the terms thereof, and may be enforced as therein provided as fully and effectually as if the said terms were embodied in this Act.

Agreement in schedule C confirmed.

5. The agreement set out in schedule C to this Act, made between the Company and the Algoma Commercial Company, Limited, dated the second day of January, one thousand nine hundred and three, is hereby declared to be valid and binding according to the terms thereof.

SCHEDULE A.

An agreement made the second day of January, 1903, between the Algoma Central and Hudson Bay Railway Company, hereinafter called the Railway Company, of the one part, and the Algoma Commercial Company, Limited, a corporation organized under the laws of the Province of Ontario in the Dominion of Canada, hereinafter called the Commercial Company, of the other part:

The Railway Company has been created and organized under the laws of the Province of Ontario in the Dominion of Canada, and is a corporation validly existing under said laws. The Railway Company has been so organized with an authorized capital stock of $10,000,000, all of which has been issued fully paid, and is non-assessable. The Railway Company is entitled, upon fulfilment of the terms and conditions thereof, to a grant from the Province of Ontario of 7,400 acres of land for each mile of railway constructed by it, and is further entitled from the Dominion of Canada to a cash subsidy of $6,400 per mile of road so constructed.

By an agreement bearing date the 1st day of February, 1900, between the Railway Company, of the one part, and the Commercial Company, of the other part, to which reference is made for its contents, and which is hereinafter called the construction contract, the Railway Company agreed, in consideration of the construction and equipment by the Commercial Company of its line of railway, to deliver, transfer and pay to the Commercial Company.

(*a.*) the entire capital stock of the Railway Company;

(*b.*) the land grant of the Railway Company;

(*c.*) the cash subsidy to be received by the Railway Company from the Dominion of Canada to the extent of $3,200 per mile of road constructed.

By its charter the Railway Company is entitled to create mortgage indebtedness to the amount of $30,000 per mile of its line of railway constructed or under contract for construction.

It is desired to modify the construction contract as hereinafter set forth.

For a valuable consideration it is agreed as follows:

First. The obligation of the Railway Company under the construction contract to transfer and convey to the Commercial Company the land grant to which the Railway Company is or may become entitled, is waived.

Second. The Railway Company will on or before the 15th day of February, 1903, take all proper corporate action necessary for the issue of its first mortgage five per cent thirty-year gold bonds, and for the execution and delivery of a proper mortgage and deed of trust securing said bonds as a

first lien on the lines of railway of the Railway Company, now owned or hereafter acquired, constructed or to be constructed, on the appurtenant property, equipment, franchises and revenues, and on said land grant of the Railway Company. Said bonds shall be for $1,000 each, in coupon form, with privilege of registration as to principal, shall bear interest from January 1st, 1903, at the rate of five per cent per annum, payable semi-annually on the first days of July and January in each year, shall mature on the first day of January, 1933, shall be payable, both as to principal and interest, at the office or agency of the Railway Company in the city of New York, in United States gold coin of or equal to the present standard of weight and fineness, free of tax, and shall be redeemable at the option of the Railway Company, at par, on any half-yearly interest day on thirty days' notice.

Said first mortgage bonds shall be issued under a mortgage and deed of trust to such trust company in the city of New York as the Commercial Company may designate, and shall be secured as a first charge on the lines of railway of the Railway Company owned or hereafter to be acquired, constructed or to be constructed, on the appurtenant property, equipment, franchises and revenues and on said land grant. The form of said first mortgage and of said first mortgage bonds shall be subject to the approval of the Commercial Company, and said first mortgage and said first mortgage bonds shall contain such provisions as the Commercial Company may reasonably require. Said bonds shall be limited to the aggregate principal amount of $6,750,000, and to $30,000 per mile of railway of the Railway Company, at the time of issue constructed or under contract for construction.

Third. The Railway Company will

(*a.*) on or before the 15th day of February, 1903, having first taken the corporate action called for by the next preceding article of this agreement, deliver to the Commercial Company, or on its order, said first mortgage bonds of the Railway Company to an amount equal to $30,000 per mile of railway of the Railway Company on January 1st, 1903, constructed or under contract for construction, to wit: said first mortgage bonds to the face amount of $6,750,000;

(*b.*) from time to time as additional first mortgage bonds of the Railway Company shall become issuable and be issued in respect of road thereafter constructed deliver to the Commercial Company, or on its order, all said bonds, forthwith on the issue thereof;

(*c.*) pay to the Commercial Company the subsidy stipulated to be paid to the Railway Company by the Government of the Dominion of Canada, to the extent of $3,200 in cash per mile of road constructed, such payment to be made by the Railway Company immediately on the receipt by it of such subsidy from the Government of the Dominion of Canada.

All first mortgage bonds delivered by the Railway Company to the Commercial Company shall be so delivered without recourse to the Commercial Company.

Fourth. Said first mortgage bonds of the Railway Company to be delivered under this agreement, and otherwise the rights of the Commercial Company under this agreement, may presently be assigned by the Commercial Company, and for

any breach of this agreement by the Commercial Company, the remedy shall be in damages only.

Fifth. This agreement is made for the sole and exclusive benefit of the parties hereto and their successors, and shall not be construed to create any trust or obligation in favor of any other person, firm or corporation than the parties hereto and their successors.

In witness whereof each of the parties has caused its corporate seal to be hereunto affixed and this agreement to be signed in its corporate name and on its behalf by its president or a vice-president, and by its secretary or an assistant secretary the day and year first above written.

THE ALGOMA CENTRAL AND HUDSON BAY RAILWAY COMPANY,

by

President.

Secretary.

THE ALGOMA COMMERCIAL COMPANY, LIMITED,

by

President.

Secretary.

SCHEDULE B.

This indenture, dated the first day of January, in the year one thousand nine hundred and three, made by and between The Algoma Central and Hudson Bay Railway Company, hereinafter called the Railway Company, of the first part, and Central Trust Company of New York, a corporation duly created and existing under and by virtue of the laws of the State of New York, hereinafter called the Trustee, of the second part:

Whereas the Railway Company was incorporated by Act of the Parliament of the Dominion of Canada, 62-63 Victoria, chapter 50 (1899), under the name of Algoma Central Railway Company, and under said Act and the Act 63-64 Victoria, chapter 49 (1900) is empowered to lay out, construct and operate a railway from a point at or near the town of Sault Ste. Marie, in the district of Algoma, on the St. Mary River, to a point between Magpie and the Michipicoten Rivers, and thence to the main line of the Canadian Pacific Railway, and southerly to Michipicoten Harbour upon Lake Superior; and

Whereas by Act of the Parliament of the Dominion of Canada, 1 Edward VII, chapter 46 (1901), the name of the Railway Company was changed from Algoma Central Railway Com-

pany to The Algoma Central and Hudson Bay Railway Company, and by said Act the Railway Company was given additional power to lay out, construct and operate a railway from a point on the main line of the Canadian Pacific Railway, thence in a general direction northerly to some point on James Bay, not further north than Equam River ; the said line to be an extension of the line of railway which the Railway Company is authorized to build by the Acts relating to the Railway Company ; and

Whereas, under and by virtue of Act of the Legislature of Ontario, being chapter 30 of the statutes of Ontario, 63 Victoria (1899), it is provided that the Lieutenant-Governor-in-Council may set apart out of the ungranted lands of Ontario, and grant to the Railway Company 7,400 acres of land per mile of the Company's line of railway from a point at or near the town of Sault Ste. Marie to a point on the main line of the Canadian Pacific Railway between Dalton and White River Stations, being a distance of about one hundred and fifty miles, and from Michipicoten Harbour in an easterly direction intersecting the said line, a distance of about fifty miles ; and

Whereas the shareholders of the Railway Company at a special general meeting, called in the manner approved by the Railway Act, have authorized the directors of the Railway Company to issue its bonds, to be known as its First Mortgage Five Per Cent Thirty-Year Gold Bonds, to be limited to the aggregate principal amount at any one time outstanding of $6,750,000 and to $30,000 per mile of railway of the Railway Company at the time of issue constructed or under contract for construction, to be of the denomination of $1,000 each, in coupon form, with the privilege of registration as to principal, to bear interest from the first day of January, 1903, at the rate of five per cent per annum, payable semi-annually on the first days of July and January in each year, to mature on the first day of January, 1933, and to be payable, both as to principal and interest, at the office or agency of the Railway Company in the city of New York, in the State of New York, in the United States of America, in gold coin of said United States of or equal to the present standard of weight and fineness, free of tax, and to be redeemable at the option of the Railway Company at par on any half-yearly interest day on thirty days' notice ; and

Whereas for the purposes aforesaid, and in further pursuance of said resolutions of its board of directors and of its shareholders, the Railway Company, in order to secure the payment of said first mortgage five per cent thirty-year gold bonds, has determined to execute and to deliver a mortgage and deed of trust on and of said lines of railroad hereinafter described, owned or to be acquired, constructed or to be constructed, and on and of the appurtenant property, equipment and franchises, and on and of all other railroads and all property of every character owned by the Railway Company at the time of the execution and delivery of this indenture and at any time thereafter by it acquired, including said land grant of the Railway Company, and on and of the revenues of the mortgaged premises ; and

Whereas said resolutions of the shareholders of the Railway Company were adopted and passed by the unanimous

vote of holders of the entire capital stock of the Railway Company at a special general meeting of said holders held at Sault Ste. Marie, Ontario, on the 10th day of February, 1903, pursuant to resolutions of the board of directors of the Railway Company calling such meeting, and pursuant to notice duly given by publication in accordance with the provisions of the Railway Act of Canada; and

Whereas the bonds so to be issued are to be substantially in the following form:

DOMINION OF CANADA.

PROVINCE OF ONTARIO.

No. $1,000

THE ALGOMA CENTRAL AND HUDSON BAY RAILWAY COMPANY.

First Mortgage Five Per Cent Thirty-Year Gold Bond.

The Algoma Central and Hudson Bay Railway Company, hereinafter called the Railway Company, for value received, promises to pay to bearer, or, if this bond be registered, to the registered holder hereof, the sum of one thousand dollars, in gold coin of the United States of America, of or equal to the present standard of weight and fineness, on the first day of January, 1933, at the office or agency of the Railway Company in the City of New York, in the State of New York, in the United States of America, and to pay interest thereon from the first day of January, 1903, at the rate of five per centum per annum, payable at said office or agency, in like gold coin, semi-annually, on the first days of July and January in each year, upon presentation and surrender of the interest coupons hereto annexed, as they severally mature. Both the principal and interest of this bond are payable without deduction for any tax or taxes which the Railway Company may be required to pay thereon or retain therefrom under any present or future law of the Dominion of Canada or of any province or municipality thereof, or of the United States of America or of any state, county or municipality thereof.

This bond is one of a series of coupon bonds of the Railway Company, known as its First Mortgage Five Per Cent Thirty-Year Gold Bonds, limited to the principal amount of $6,750,000 at any one time outstanding, and to $30,000 per mile of railway of the Railway Company at the time of issue constructed or under contract for construction, all of like tenor, date and amount, numbered from one consecutively upward, and all issued and to be issued under and equally secured by a mortgage and deed of trust, dated January 1, 1903, executed by the Railway Company to Central Trust Company of New York, as trustee. For a description of the properties and franchises mortgaged, the nature and extent of the security, the rights of the holders of bonds, and the terms and conditions upon which the bonds may be issued and are secured, reference is made to said mortgage and deed of trust.

The bonds of this issue are subject to payment, at par and accrued interest, at the option of the Railway Company, on any half-yearly interest day on thirty days' notice, as provided in said mortgage and deed of trust. They are entitled to the benefits of the sinking fund created under said mortgage and deed of trust and are subject to redemption for the purpose thereof at a premium of five per cent.

This bond shall pass by delivery unless registered in the name of the owner on the books of the Railway Company, such registry being noted on the bond by the Railway Company. After such registry, no transfer shall be valid unless made on said books by the registered holder in person, or by his attorney duly authorized in writing, and similarly noted on the bond, but the same may be discharged from registry by a transfer thereon to bearer and thereupon transferability by delivery shall be restored; but this bond may again, from time to time, be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery.

If the Railway Company shall make default in the payment of the principal of this bond or of the interest thereon when and as the same by the terms hereof or of said mortgage and trust deed securing this bond shall become due and payable, then at the next annual general meeting of the Railway Company and at all subsequent meetings the registered holder of this bond, the Railway Company so being and remaining in default, shall in respect of this bond have and possess the same right and privilege and qualification for being elected a director and voting at general meetings as would attach to him as a shareholder if he held fully paid up shares in the Railway Company to an amount corresponding to the amount then due upon this bond, but subject to the provisions of the Railway Act.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the certificate of the trustee under said mortgage and deed of trust hereon endorsed.

In witness whereof The Algoma Central and Hudson Bay Railway Company has caused this bond to be signed by its president or one of its vice-presidents, and its corporate seal to be hereunto affixed and to be attested by its secretary or an assistant-secretary, and coupons for said interests, with the engraved signature of its treasurer, to be attached hereto, as of the first day of January, 1903.

THE ALGOMA CENTRAL AND HUDSON BAY RAILWAY COMPANY.

by

President.

Attest:

Secretary.

[FORM OF INTEREST COUPON.]

No. $25.

On the first day of , 19 , unless the bond hereinafter mentioned shall theretofore have beem redeemed, The Algoma Central and Hudson Bay Railway Company will pay to bearer, at its office or agency in the city of New York, N.Y., U.S.A., twenty-five dollars, United States gold coin, being six months' interest then due on its First Mortgage Five Per Cent Thirty Year Gold Bond No.

Treasurer.

[FORM OF TRUSTEE'S CERTIFICATE.]

This is to certify that this bond is one of the bonds described in the within-mentioned mortgage and deed of trust.

CENTRAL TRUST COMPANY OF NEW YORK.

by

Vice-President.

Now, therefore, this indenture witnesseth, that in consideration of the premises and in order to secure the payment of all said bonds, which are hereinafter called first mortgage bonds at any time issued and outstanding under this indenture, according to their tenor, purport and effect, as well the interest as the principal thereof, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon which the first mortgage bonds are issued, received and held, and for and in consideration of the premises and of the acceptance or purchase of the first mortgage bonds by the holders thereof, and of the sum of one hundred dollars, lawful money, to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Railway Company hath granted, bargained, sold, released, conveyed, confirmed, assigned, transferred and set over, and by these presents doth grant, bargain, sell, release, convey, confirm, assign, transfer and set over unto the Trustee, its successors in the trust and its and their assigns for ever:

All and singular the line of railroad of the Railway Company, constructed and to be constructed, now owned and hereafter to be acquired, extending from a point at or near the town of Sault Ste. Marie in the District of Algoma on the St.

Mary River to a point between the Magpie and Michipicoten Rivers; thence to the main line of the Canadian Pacific Railway, and southerly to Michipicoten Harbour upon Lake Superior, and from a point on the main line of the Canadian Pacific Railway, thence in a general direction northerly, to some point on James Bay not further north than Equam River;

All other railroads which the Railway Company now owns, or which it may at any time hereafter acquire, and also all the estate, right, title and interest of the Railway Company in and to all other railroads in which the Railway Company now has, or may hereafter acquire, a right, title or interest, whether leasehold or by operating contract, or by the acquisition of shares of stock in the companies owning the same or the obligations of such companies, or otherwise howsoever, subject, however, as to any railroads or interests therein hereafter acquired, to any liens thereon at the time of such acquisition thereof by the Railway Company and to any purchase money liens thereon created in the acquisition thereof;

All telegraph and telephone lines, including all poles, wires and instruments; all rights of way, stations and depot grounds; all tunnels, road-beds, spurs, sidings, double tracks, turnouts, switches and turntables; all superstructures, bridges, stringers, ties, rails and frogs, chairs, bolts, splices and other railroad appurtenances; all station houses, warehouses, elevators, docks, wharfs, harbours, freight houses, engine houses, car houses, water stations, water tanks, machine shops and other structures; all engines, tenders, cars and other rolling stock and equipment; all furniture, machinery, tools and implements; all materials and supplies; all leases, operating, trackage and traffic agreements; all plans, profiles, specifications, books, title deeds, assurances, contracts, papers and documents; the interest of the Railway Company as the hirer or tenant of any property, real or personal; and all property, real, personal and mixed, of every character (other than vessels and steamships) which the Railway Company now owns or which it may hereafter acquire;

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Railway Company, of, in and to the above described premises and property, and every part and parcel thereof with the appurtenances, and all franchises of the Railway Company appertaining to the lines of railroad above described, and at any time subject to the lien of this indenture or hereafter to appertain thereto;

II.

All and singular the said land grant and all lands which have been or may hereafter be granted, conveyed or patented to the Railway Company or to which the Railway Company may be entitled under and by virtue of the provisions of the

said Statute of the Province of Ontario, chapter 30, 63 Victoria (1899), or any Statute or Act that has been or may be passed amending, altering or varying the same, and all right, title and interest which the Railway Company now has or may at any time hereafter have to ask for, demand, take and receive the said lands or any part or parts thereof, a conveyance or patent or a transfer of the same or any part or parts thereof and all rights, claims and demands of every nature and kind whatsoever which the Railway Company now has or at any time hereafter has or may or could or might have under and by virtue of the provisions of the said Statute or any future Statute amending, altering or varying the same, or under the provisions of any contract or agreement with the said Government of the Province of Ontario, and all the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, which the Railway Company now has or is entitled to or shall or may hereafter acquire into or concerning the said lands and land grant and all and every part or parcel thereof, with the appurtenances thereto, with the exception, however, of any of the said lands which are or shall be used in the construction of the railway and any branches or extensions thereof, or for the operation thereof, and for the telegraph line or lines of the Railway Company, or for roadway, track, yard, depot, grounds, buildings, wharfs, docks or other erections appertaining thereto;

III

The undertaking of the Railway Company and all tolls, revenues, earnings, income, rents, issues and profits and assets (other than vessels and steamships) of the Railway Company, present and future, and of all property at any time subject to this indenture;

To have and to hold all and singular the said railroads, equipment, franchises, rents, revenues, assets and property unto the Trustee, its successors in the trust, and its and their assigns for ever;

But in trust, nevertheless, for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, bodies politic or corporate, who shall from time to time be holders of any of the first mortgage bonds or coupons, and without preference of any of said bonds over any of the others by reason of priority in the time of issue or negotiation thereof, or otherwise howsoever; subject to the terms, provisions and stipulations in the first mortgage bonds contained, and for the uses and purposes and upon subject to the terms, conditions, provisos and agreements hereinafter expressed and declared:

ARTICLE ONE.

Sec. 1. The first mortgage bonds shall be executed on behalf of the Railway Company, and delivered to the Trustee for authentication by it. In case the officers who shall have signed and sealed any of the said bonds shall cease to be such officers of the Railway Company before the bonds so signed and sealed

shall have been actually authenticated and delivered by the Trustee, such bonds may, nevertheless, be adopted by the Railway Company, and be issued, authenticated and delivered, as though the persons who signed and sealed such bonds had not ceased to be officers of the Railway Company. The coupons to be attached to such bonds shall be authenticated by the engraved signature of the present treasurer or any future treasurer of the Railway Company, and the Railway Company may adopt and use for that purpose the engraved signature of any person who shall have been such treasurer notwithstanding the fact that he may have ceased to be such treasurer at the time when such bonds shall be actually authenticated and delivered. Only such bonds as shall bear thereon endorsed a certificate substantially in the form hereinbefore recited, executed by the Trustee, shall be secured by this indenture or entitled to any lien, right or benefit hereunder; and such certificate of the Trustee upon any such bond executed on behalf of the Railway Company shall be conclusive evidence that the bond so authenticated has been duly delivered to the Railway Company or upon its order in accordance with provisions of this indenture. Before authenticating or delivering any first mortgage bond, all coupons thereon, then matured, shall be cut off, canceled and delivered to the Railway Company. The Railway Company and the Trustee may deem and treat the bearer of any first mortgage bond which shall not at the time be registered as hereinafter authorized, and the bearer of any coupon for interest on any first mortgage bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Railway Company and the Trustee shall not be affected by any notice to the contrary.

Sec. 2. The Railway Company will keep, at an office or agency to be maintained by it in the Borough of Manhattan, in the City of New York, in the State of New York, U.S.A., or at some bank or trust company in said borough of said city, a sufficient register or registers of the first mortgage bonds, which shall at all reasonable times be open for inspection by the Trustee; and, upon presentation for such purpose, the Railway Company will, under such reasonable regulations as it may prescribe, register therein any first mortgage bonds. The holder of any first mortgage bond may have the ownership thereof registered on said books, such registry being noted on the bond, after which no transfer shall be valid unless made on said books by the registered holder in person, or by his attorney duly authorized in writing, and noted on the bond; but the same may be discharged from registry by being in like manner transferred thereon to bearer, after which it shall be transferable by delivery. Such registration shall not affect the negotiability of the coupons belonging to any bond; but every such coupon shall continue to pass by delivery, and shall remain payable to bearer.

Sec. 3. Until the first mortgage bonds can be engraved and prepared, the Railway Company may execute and deliver temporary bonds, negotiable by delivery, and substantially of the tenor of the bonds hereinbefore recited, except that no coupons shall be attached to said bonds, and the same may be

for the payment of one thousand dollars or any multiple thereof, as the Railway Company may determine. All such temporary bonds shall bear upon their face the words "Temporary First Mortgage Five Per Cent Thirty-Year Gold Bond, Exchangeable for Engraved Bonds," and shall be duly authenticated by the Trustee in the same manner as the bonds hereinbefore described, and such authentication shall be conclusive evidence that the bond so authenticated has been duly delivered to the Railway Company or upon its order, in accordance with the provisions of this indenture. Such temporary bonds, duly issued and authenticated hereunder, shall be exchangeable for engraved bonds to be issued hereunder, and upon any such exchange such temporary bonds shall be forthwith cancelled by the Trustee and delivered to the Railway Company. Until so exchanged, the said temporary bonds shall in all respects be entitled to the lien and security of this indenture, as bonds issued and authenticated hereunder; and interest, when and as payable, shall be paid and endorsed thereon.

Sec. 4. In case any first mortgage bond, with the coupons thereto appertaining, shall become mutilated or be destroyed or lost, the Railway Company, in its discretion, may issue, and thereupon the Trustee shall authenticate and deliver a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated bond and its coupons, or in lieu of and substitution for the bond and its coupons so destroyed or lost. The applicant for such substituted bond shall furnish to the Railway Company and the Trustee evidence of the destruction or loss of such bond and its coupons so destroyed or lost, which evidence shall be satisfactory to the Railway Company and the Trustee in their discretion; and said applicant shall also furnish indemnity satisfactory to both of them in their discretion.

ARTICLE TWO.

The Trustee shall authenticate the first mortgage bonds and deliver the same to the Railway Company, or on its order, in respect of two hundred and twenty-five miles of the railway of the Railway Company, which at the date of this indenture is either constructed or under contract for construction, on filing with the Trustee a copy of a resolution of the board of directors of the Railway Company certified under the corporate seal thereof by a proper officer thereof, requesting such delivery. The Railway Company covenants that out of said first mortgage bonds, it, the Railway Company, will complete the construction and equipment of said line of railroad so under contract for construction.

ARTICLE THREE.

Sec. 1. If the said sums of money in the first mortgage bonds mentioned, as well the principal as the interest thereof, shall be well and truly paid at the times and in the manner therein and herein expressed, according to the tenor and effect thereof, then and in such case the estate, right, title and interest of the Trustee, its successors in the trust, and its and their assigns, shall cease, determine and become void; and

upon proof being given, to the reasonable satisfaction of the Trustee, that all said bonds have been paid off or satisfied, and upon payment of all costs, charges and expenses incurred by the Trustee in relation thereto, the Trustee shall cancel and satisfy this indenture of record and shall assign and deliver to the Railway Company, or its assigns, all property in the hands of the Trustee.

Sec. 2. The Railway Company shall have the right, upon the maturity of the first mortgage bonds, to deposit with the Trustee, to the credit of the holder or holders of any bonds which shall not be presented for payment, the amount due thereon for principal and interest, and thereupon, and on payment of all costs, charges and expenses incurred by the Trustee in relation thereto, the Trustee shall satisfy this indenture, and cancel the same of record, and assign and deliver to the Railway Company or its assigns all property in its hands; and in case the owner of any such bond shall not, within one year after such deposit, claim the amount so deposited for payment thereof, the Trustee shall, upon demand, pay over to the Railway Company the amount so deposited.

ARTICLE FOUR.

The entire issue of first mortgage bonds may be redeemed by the Railway Company on any half-yearly interest day, at par, provided that notice of such election of the Railway Company shall have been given in two daily newspapers in the city of New York, N.Y., twice a week for three successive weeks, commencing not less than thirty days nor more than three calendar months prior to the day on which such redemption is to be made, stating such election on the part of the Railway Company and that the interest on the first mortgage bonds will cease on the date so fixed for the redemption thereof, and requiring that said bonds be then presented for redemption. Notice having been so given, interest on the first mortgage bonds shall cease on such day so fixed for the redemption thereof, and, on presentation in accordance with said notice, said bonds, on surrender thereof with the coupon maturing on said redemption date and all subsequent coupons, shall be paid by the Railway Company with accrued interest to such redemption date. If not so paid on presentation thereof, said bonds shall continue to bear interest at the rate aforesaid until payment.

On the deposit with the Trustee of the amount necessary so to redeem all outstanding first mortgage bonds, and on payment to the Trustee of all costs, charges and expenses incurred by the Trustee hereunder, the Trustee shall satisfy this indenture and discharge the same of record, and assign and deliver to the Railway Company all securities and property in its hands.

ARTICLE FIVE.

Until the happening of one or more of the events of default hereinafter specified, the Railway Company, its successors and assigns, shall be entitled to retain possession of the mortgaged railroads, equipment and appurtenant property, and to operate

and use the same and receive and enjoy the earnings, income and profits thereof.

ARTICLE SIX.

Sec. 1. The Trustee shall cause to be tranferred into its name as trustee under this indenture, or into the name or names of its nominee or nominees, all shares of the capital stock of any corporation the certficates for which shall be delivered to the Trustee hereunder, and may, in its discretion, cause to be registered in its name as Trustee any and all coupon bonds which the Trustee may rceeive under any of the provisions of this indenture, or may cause the same to be exchanged for registered bonds, without coupons, of any denomination.

Sec. 2. Unless some one or more of the events hereinafter denominated the events of default shall have happened and be continuing, the Trustee shall not collect, or be entitled to collect, except upon the request of the Railway Company, the interest on any bonds that may be pledged with the Trustee under any of the provisions of this indenture or any of the dividends from time to time declared in respect of the stock of any company at the time pledged with the Trustee hereunder, and the Trustee shall at once pay over to the Railway Company any such interest and dividends collected or received by the Trustee, and from time to time, upon the request of the Railroad Company, shall deliver to the Railway Company the coupons for such interest in order that the Railway Company may receive payment thereof for its own use, and shall deliver to the Railway Company suitable orders in favour of the Railway Company or its nominee for the payment of such dividends on any stock standing in the name of the Trustee or its nominee. If any such coupons delivered to it as aforesail shall not be forthwith voluntarily paid as aforesaid and cancelled, the Railway Company shall and will return the same to the Trustee, and, in case of the payment of such coupons, upon demand of the Trustee, furnish satisfactory evidence that the same have been cancelled.

Sec. 3. The Railway Company shall have the right, the Railway Company not being in default under this indenture nor any of the covenants hereof, to vote, for all purposes not contrary to the covenants of the Railway Company set forth in article eleven hereof, upon all shares of stock of any corporation at any time pledged with the Trustee hereunder, and the Trustee shall from time to time, on the demand of the Railway Company, cause to be executed and delivered to the Railway Company or its nominees suitable powers of attorney to vote on such shares.

Sec. 4. The Trustee may at any time do whatever may be necessary for the purpose of preserving the corporate existence of any corporation whose stock shall be pledged with the Trustee hereunder, and to that end, the Trustee may and, upon the request of the Railway Company, shall assign and transfer, or cause to be assigned and transferred, so many shares of stock of any such corporation as may be necessary to qualify persons who may be chosen directors or officers thereof; but the Trustee may in such case, in its discretion, require the persons to whom such shares are transferred to agree to retransfer

the same and deliver the certificates therefor under this indenture, and may make such other arrangements as the Trustee may deem necessary for the protection of the trust under this indenture.

Sec. 5. If the Railway Company shall make default in the payment of the principal or interest of any of the first mortgage bonds, or in the observance or performance of any of the covenants of this indenture on its part, then from and after such default and as long as such default shall continue, the Trustee shall exercise, in its absolute discretion, for the sole and exclusive benefit of the holders of the first mortgage bonds, all the rights of owner of the bonds and of the stock which may be pledged with the Trustee hereunder, and shall collect the interest on said bonds and the dividends on said stock and apply the same as hereinafter, in Article Seven hereof, provided.

Sec. 6. The Trustee may at any time, in its discretion, and if requested by the Railway Company (not being in default hereunder) shall consent to the extension or renewal of any of the bonds which may be pledged with the Trustee, and of the mortgages securing the same, and, in case of the renewals of any of said bonds, the Trustee may surrender the said bonds to the company issuing the same, or its successor, and receive in lieu thereof renewal bonds bearing such interest and maturing at such time as the Trustee may deem reasonable ; provided that such extended or renewal bonds shall be secured by, and represent, an equal or superior lien and charge upon the same property as the bonds renewed or extended, of which fact the certificate of the counsel of the Railway Company shall be sufficient evidence to warrant the Trustee in acting in accordance therewith. All bonds received in exchange for, or in renewal of, bonds which may be pledged with, or assigned to, the Trustee, shall be held by the Trustee subject to the lien and to all the terms and provisions of this indenture, in the same manner and to the same extent as the bonds in exchange for which, or in the renewal of which, they were received.

Sec. 7. The pledge or assignment hereunder of any shares of stock of any company or companies shall not prevent the consolidation or merger of any one or more of said companies with the Railway Company, or with any other company of whose capital stock not less than ninety per cent shall then be owned by the Railway Company and be pledged with the Trustee hereunder, or the sale of the property of any such company to the Railway Company, or to any such other company of whose capital stock not less than ninety per cent shall then be owned by the Railway Company and be pledged with the Trustee hereunder, but such consolidation, merger or sale may be made under any laws to which such companies may then be subject, anything in this indenture contained to the contrary notwithstanding. In the event of the consolidation or merger of any one or more of the said companies with, or its sale to, the Railway Company, this indenture shall immediateiy become and be a lien upon the property of the company so consolidated or merged with the Railway Company, or on the property so sold to the Railway Company, with the same force and effect as if expressly conveyed by this indenture, and the holders of the first mortgage bonds shall always have as

full and complete a lien upon such property as that upon the stock and bonds of such constituent companies created by the pledge or assignment thereof to the Trustee hereunder.

In the event of the consolidation of any such companies with each other, the portion of the capital stock of the company formed by such consolidation or merger (but never less than ninety per cent thereof) issued for and in lieu of any stock previously pledged or assigned hereunder, shall always bear to the total capital stock a proportionate relation at least as high as that borne by such previously pledged stock to the total capital stock of such constituted companies. Such portion of such stock of such successor company shall be pledged with or assigned to the Trustee, and shall become and be subject to the lien of this indenture with the same force and effect as if expressly assigned by this indenture; and the holders of the first mortgage bonds shall always have a lien upon such portion of such stock of such successor company as full and complete as upon the stock and bonds of such constituent companies by reason of the pledge or assignment thereof hereunder.

Sec. 8. The Trustee, with the consent of the Railway Company, at any time may take such steps as in its discretion it shall deem necessary to protect its interests hereunder in respect of any bonds, obligations or stock which may become subject to the lien hereof, and for that purpose it may join in any plan of reorganization in respect of any such bonds, obligations or stocks and may accept new securities issued in exchange therefor under such plan. In case the Railway Company shall be in default in the payment of the principal or interest of any of the first mortgage bonds and such default shall have continued for the period of thirty days, the Trustee shall be entitled to take such steps without the consent of the Railway Company. The Trustee shall have and, subject only as in this indenture specifically restricted, may exercise all the rights of owners in respect of any bonds, obligations or stock which may be held by the Trustee under this indenture.

Sec. 9. All lines of railroad and property of every kind and character, and all interest therein, when and as and to the extent hereafter acquired, as herein provided, out of or from first mortgage bonds or the proceeds of first mortgage bonds or otherwise, shall, without any further conveyance or assignment, immediately upon such acquisition, become and be subject to the lien of this indenture as fully and completely as though now owned by the Railway Company, and expressly and specifically conveyed by, and embraced in, the granting clause of this indenture; and the Railway Company shall and will execute and deliver any all such further assurances or conveyances as the Trustee may reasonably direct or require for the purpose of expressly and specifically subjecting the same to the lien of this indenture.

ARTICLE SEVEN.

Sec. 1. No coupon belonging to any first mortgage bond, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in

case of a default hereunder, to any benefit of, or from, this indenture, except after the prior payment in full of the principal of the first mortgage bonds issued hereunder and of all coupons not so transferred or pledged.

Sec. 2. If one or more of the following events, hereinafter called the events of default, shall happen, that is to say:

(*a.*) default shall be made in the payment of any instalment of interest on any of the first mortgage bonds when and as the same shall become payable, as therein and herein expressed, and such default shall continue for the space of thirty days, or default shall be made in the payment of the principal of any of said bonds when the same shall become due and payable, by their terms, or by declaration or otherwise; or

(*b.*) default shall be made by the Railway Company in the observance or performance of any other of the covenants, conditions and agreements in the first mortgage bonds or in this indenture expressed, and the Railway Company shall not remedy such default within three months after written notice stating such default, and requiring the Railway Company to comply with the covenant or condition so in default, shall have been served upon the Railway Company by the Trustee; or

(*c.*) a receiver of the Railway Company or of its lines of railroad shall be appointed or an order made or effective resolutions passed for the winding up or liquidation of the business of the Railway Company; or

(*d.*) a distress or execution shall be levied or enforced upon or against any of the chattels or property of the Railway Company, or any execution or other process be sued out against the mortgaged premises or any part thereof; or

(*e.*) the Railway Company shall, without the consent in writing of the Trustee, cease to carry on its operations or threaten to cease to carry on the same; the Trustee, personally or by its attorneys or agents, may, with or without the leave of any court of competent jurisdiction, by writing, appoint a receiver or receivers of the said railway and property, or any part or parts thereof, and every such receiver may forthwith enter into and upon all or any part of the mortgaged premises, and may exclude the Railway Company and its agents and servants wholly therefrom; and, having and holding the same, may use, operate, manage and control said railroad and other premises, or any section or part thereof, and regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by superintendents, managers, receivers, agents, servants or attorneys, to the best advantage of the holders of the first mortgage bonds, to the fullest extent authorized by law. The Trustee may from time to time discharge any receiver and, if it sees fit, appoint another receiver or receivers in his place.

Sec. 3. Upon every such entry, every such receiver may from time to time at the expense of the trust estate, either by purchase, repair or construction, maintain and restore and may insure or keep insured, in the same manner and to the same extent as is usual with railroad companies, the rolling stock, tools, machinery and other property, buildings, bridges and structures erected or provided for use in connection with said

railroad and other premises, and of which it shall become possessed as aforesaid ; and likewise may from time to time, at the expense of the trust estate, make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon as to it may seem judicious. The receiver, in case of such entry, shall have the right to manage the mortgaged premises and to carry on the business and to exercise all the rights and powers of the Railway Company, either in the name of the Railway Company or otherwise, as the Trustee shall deem best, and shall be entitled to collect and receive all tolls, earnings, incomes, rents, issues and profits of the mortgaged premises and every part thereof, and every such receiver shall, as regards responsibility for his acts and default, be the agent of the Railway Company.

Sec. 4. After deducting the expenses of operating said railroads and other premises, and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assesments, insurance and prior or other proper charges upon the mortgaged premises or any part thereof, as well as just and reasonable compensation for his own services and for the services of the Trustee and of all counsel, agents and employees by it properly engaged and employed, every such receiver shall pay over the moneys arising as aforesaid to the Trustee, which shall apply the same as follows :

(*a.*) in case the principal of the first mortgage bonds shall not have become due, to the payment of the interest in default in the order of the maturity of the instalments of such interest, with interest thereon at the rate of five per cent per annum, such payments to be made ratably to the persons entitled thereto without any discrimination or preference ;

(*b.*) in case the principal of the first mortgage bonds shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue instalments thereof at the rate of five per cent per annum in the order of the maturity of the instalments) and next, if any surplus remain, towards the payment of the principal of all the first mortgage bonds ; such payments in every instance to be made ratably so the persons entitled thereto, without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of Section 1 of this Article, but are subject thereto.

Upon the payment in full of whatever may be due for principal and interest, or payable for other purposes, the mortgaged railroads and appurtenant property and lands shall be returned to the Railway Company, its successors or assigns, to be held subject to the terms and conditions of this indenture, which shall, in like manner, apply in respect of all subsequent defaults.

Sec. 5. The Railway Company, its successors and assigns, upon the happening of one or more of the events of default, shall and will immediately, upon demand made, deliver, surrender and yield up the mortgaged premises to the receiver or receivers appointed by virtue hereof, and every such receiver is hereby constituted its and their irrevocable attorney, with power

to enter upon and take possession of the mortgaged premises immediately upon the happening of such event or events of default as aforesaid; such entry by the receiver or receivers into the trust property shall be by the full license of the Railway Company, its successors and assigns, and the Trustee is hereby authorized to use all necessary and reasonable force and means to obtain and hold such possession without being compelled to resort to any action or other legal proceedings.

Sec. 6. No entry into the possession of the mortgaged premises, or any part thereof, by the Trustee or any receiver or other person, shall render the Trustee liable as mortgagee in possession or accountable for any moneys except those actually remitted to it and received by it at its head office in New York.

ARTICLE EIGHT.

Sec. 1. If one or more of the events of default shall happen, the Trustee may, and, upon the requisition of the owners of a majority in amount of the first mortgage bonds then outstanding, shall, declare the principal of all the first mortgage bonds to be forthwith due and payable without notice to the Railway Company, anything in said bonds or herein contained to the contrary notwithstanding. This provision is, however, subject to the condition that if at any time after the principal of the first mortgage bonds shall have been so declared due and payable, all arrears of interest upon such bonds (with interest on overdue instalments of interest at the rate of five per cent per annum), and the charges and expenses of the Trustee, shall be paid by the Railway Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, then and in every such case, the holders of a majority in amount of the first mortgage bonds then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default and its consequences, and obtain from the Trustee a recission of such declaration of the maturity of the principal; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

Sec. 2. If the Railway Company shall make default in the payment of the principal of any of the first mortgage bonds or of the interest thereon at the time when the same, by the terms of the said bonds or of this indenture, shall become due and payable, then at the next annual general meeting of the Railway Company, and at all subsequent meetings, the registered holders of the first mortgage bonds, the Railway Company so being and remaining in default, shall in respect of the first mortgage bonds have and possess the same rights and privileges and qualifications for being elected directors and voting at general meetings as would attach to them as shareholders if they held fully paid up shares of the Railway Company to an amount corresponding to the amount then due upon their respective bonds, but subject to the provisions of the Railway Act.

ARTICLE NINE.

Sec. 1. If one or more of the events of default shall happen it shall be lawful for the Trustee, after the appointment of any receiver as aforesaid, and after his entry into possession as aforesaid, or after other entry or without the appointment of a receiver, and without entry, or either of them, to sell and dispose of the line of railway and undertaking of the Railway Company, and all and singular the property, rights and franchises hereinbefore expressed to be conveyed, or intended so to be, or any of them, and the Trustee may sell any section or sections of the railroad which is or are, in its opinion, capable of being sold and operated separately and the Trustee may sell separately, from time to time, any part or parts of the property or assets of the Railway Company which it would be lawful for the Railway Company to sell or dispose of, and every sale by this article authorized may be made either by public auction or private contract, or by tender, or in such other manner as to the Trustee shall seem expedient, and either with or without giving any notice of the intention to make such sale or sales, and any such sale may be made with or under any special conditions as to upset price, reserve bid or otherwise, and every such sale may be carried out and completed without any further consent or concurrence of the Railway Company.

Sec. 2. A certificate from the Trustee of the happening of any one or more of the events of default, together with the production of this indenture, shall be sufficient evidence of such default and no purchaser shall be bound to inquire into the correctness of such certificate, or whether any default has happened or whether any sum remains secured by this indenture.

Sec. 3. If one or more of the events of default shall happen, then, and in each and every such case, the Trustee may forthwith proceed to protect and enforce its rights and the rights of bondholders under this indenture by action either for the specific performance of any convenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement, by foreclosure, or sale, of this indenture for interest or for principal and interest, or for the enforcement of any other appropriate remedy, as the Trustee shall deem most effectual in support of any of its rights or duties hereunder.

Sec. 4. Upon commencement of judicial proceeding by the Trustee, to enforce any right under this indenture, the Trustee shall be entitled to exercise the right of entry herein conferred, and also any and all rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of an event of default as hereinbefore provided; and, as matter of right, the Trustee shall be entitled to the appointment of a receiver of the mortgaged premises and of the earnings, revenue, rents, issues, profits and other income thereof, with such powers as the court making such appointment shall confer.

Sec. 5. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to the holders of first mortgage bonds is intended to be exclusive of any other remedy, but every remedy herein provided shall be cumulative, and shall be in addition to every

other remedy given hereunder or now or hereafter existing at law or in equity, or by statute ; and every power and remedy given by this indenture to the Trustee or to the bondholders may be exercised from time to time and as often as may be deemed expedient, but the Trustee shall at all times be entitled to continue to hold any stocks, bonds and other securities that may be pledged or assigned to it hereunder.

Sec. 6. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Railway Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder in respect of the mortgaged premises, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Sec. 7. In the event of any sale under and by virtue of the power of sale herein contained or by virtue of judicial proceedings or of any judgment or decree of sale, the whole of the mortgaged premises may be sold in one parcel and as an entirety, including all the rights, titles, estates, railroads, equipments, franchises, contracts, shares of stock, bonds and other real and personal property of every name and nature, or in parcels, as the Trustee shall in its discretion determine, and, if in more than one parcel, in such parcels as the Trustee may deem expedient, unless the holders of a majority in amount of first mortgage bonds then outstanding shall in writing request the Trustee to cause such premises and property to be sold in parcels, in which case the sale may be made in such parcels as may be specified in such request. This provision shall bind the parties hereto and each and every of the holders of the first mortgage bonds and coupons, but shall not be deemed in any wise to restrict the Trustee in disaffirming in its discretion any lease, or in surrendering any leasehold constituting part of the mortgaged premises, with the approval of the court, if any, in which proceedings may be pending for the enforcement of this indenture.

Sec. 8. Notice of any such sale, if intended to be made by auction, shall state the time when and the place where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be published once in each week for four successive weeks prior to such sale, in a newspaper published in Toronto, Ontario, and in a newspaper published in the City of New York, New York ; and such notice shall also comply with any requirement of statute or rule or order of court. The Trustee may adjourn any such sale or cause the same to be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales ; and, without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

Sec. 9. In case of sale of the trust estate, or of any part thereof, under the terms of this indenture, the principal of the first mortgage bonds, if not previously due, shall become immediately due and payable, anything in said bonds or in this indenture contained to the contrary notwithstanding.

Sec. 10. Upon the completion of any sale or sales, the Trustee shall execute and deliver to the accepted purshaser or purchasers a good and sufficient deed or deeds of conveyance, sale and transfer of the property sold. The Trustee and its successor or successors are hereby appointed the true and lawful attorney or attorneys irrevocable of the Railway Company, in its name and stead to make all necessary deeds of conveyance, sale and transfer of such property, and for that purpose may execute all necessary acts of conveyance, assignment and transfer, and may substitute one or more persons or corporations with like power, the Railway Company hereby ratifying and confirming all that its said attorney or attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless the Railway Company shall, if so requested by the Trustee, ratify and confirm such sale by executing and delivering to the Trustee or to such purchaser or purchasers all proper deeds, conveyances and releases, as may be designated in such request.

Sec. 11. Any such sale or sales made under or by virtue of this indenture, either under the power of sale hereby granted and conferred or under and by virtue of judicial proceedings, shall divest all right, title, interest, estate, claim and demand whatsoever, either at law or in equity of the Railway Company of, in and to the property sold, and shall be a perpetual bar, both at law and in equity, against the Railway Company, its successors and assigns, and against any and all persons claiming or to claim the property sold or any part thereof, from, through or under the Railway Company, its successors or assigns.

Sec. 12. In case of any sale of the mortgaged premises, whether under the power of sale hereby granted or pursuant to judicial proceedings, the purchase money, proceeds or avails, together with any other sums which may then be held by the Trustee or be payable to it under any of the provisions of this indenture as a part of the trust estate, shall be applied as follows:

(*a.*) to the payment of the costs, expenses, fees and other charges of such sale, and a reasonable compensation to the Trustee, its agents at attorneys, for its and their services and for the services of all counsel, receivers, agents, and employees engaged, appointed or employed by it or them, and to the payment of all expenses and liabilities incurred and advances or disbursements made by the Trustee, and to the payment of all penalties, working expenditures, taxes, rates, duties, levies, assessments, charges or other liens prior to the lien of this indenture, except any taxes, rates, duties, levies, assessments, charges or other superior liens subject to which such sale shall have been made;

(*b.*) any surplus then remaining, to the payment of the whole amount owing or unpaid upon the principal and interest of the first mortgage bonds, with interest on the overdue instalments of interest at the rate of five per cent per annum, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the first mortgage bonds, then to the payment of such principal and interest, ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of

principal over interest or of interest over principal, or of any instalment of interest over any other instalment of interest;

(*c.*) any surplus then remaining, to the Railway Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

These provisions, however, are not intended in anywise to modify the provisions of Section 1 of Article Seven hereof, but are subject thereto.

Sec. 13. In case of sale of the mortgaged premises or any part thereof, the purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in or apply towards the payment of the purchase price and to be credited with any first mortgage bonds and any matured and unpaid coupons to the extent of the value of such bonds and coupons upon a distribution among the bondholders of the net proceeds of such sale after making the deductions allowable under the terms hereof for the costs and expenses of the sale and otherwise. But such bonds and coupons so applied in payment by the purchaser shall be deemed to be paid only to the extent so applied. At any such sale by auction, the Trustee, without incurring responsibility, may buy in the property or any part thereof, and the Trustee may vary or rescind any contract of sale without being responsible for any loss occasioned thereby. The receipt of the Trustee or the payment into court of the purchase money, if the sale be made under judgment or order of the court, shall be a sufficient discharge for the purchase money to any purchaser of the property, or any part thereof, sold as aforesaid; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or be answerable in any manner whatsoever for any loss, misapplication or non-application of such purchase money or any part thereof.

Sec. 14. A receiver appointed by the Trustee may, in the discretion of the Trustee, accept possession of the mortgaged premises, although one of the events of default aforesaid shall not have happened, if the Railway Company shall offer to give up possession thereof to a receiver appointed by the Trustee, and may thereupon manage and operate the mortgaged premises, into possession of which he shall so enter, and collect the income and earnings thereof, and apply the net income and earnings thereof as hereinbefore provided in case of an entry by a receiver into the mortgaged premises after the happening of an event of default, and the Trustee may, if thereunto requested by the holders of two-thirds in amount of the first mortgage bonds outstanding, to be evidenced by an instrument in writing under the hands of such holders or their attorneys thereunto duly authorized, accept at any time, after the happening of an event of default, a release of the property embraced in this indenture for no more than the sum remaining due on the security hereof, and thereafter, in that event, shall hold the mortgaged premises free from all the trusts hereof for the common benefit of all the owners of the first mortgage bonds then outstanding, in proportion to the respective interests of such owners.

Sec. 15. Upon application of the Trustee, and with the consent of the Railway Company if an event of default shall not have happened, and without such consent if an event of default shall have happened, a receiver or receivers may be appointed to take possession of, and to operate and manage, the whole or any part of the mortgaged premises, wheresoever the same may be situated, with all the rights, powers and duties by this article conferred upon any receiver appointed under the provisions hereinbefore contained, and the Railway Company shall transfer and deliver to such receiver or receivers all such premises and property wheresoever the same may be situated; and, in every case in which a receiver or receivers of the whole or any part of the mortgaged premises shall be appointed under this article or otherwise, the Trustee shall be entitled to receive all the surplus income and profits of such property for the benefit of the holders of the first mortgage bonds.

Sec. 16. A receiver may be appointed by the Trustee, with the consent of the Railway Company if an event of default shall not have happened, and without such consent if an event of default shall have happened, to take possession of and to operate and maintain and manage the whole or any part of the mortgaged premises wheresoever the same may be situated, and the Railway Company shall transfer and deliver to such receiver all such property wheresoever the same may be situated, and in every case when a receiver of the whole or part of such property shall be appointed under this section the net income and profits of such property shall be paid over to and received by the Trustee for the benefit of holders of the first mortgage bonds. Every such receiver may be invested with all or any of the powers and discretions of the Trustee and may exercise all or any of the powers conferred upon the Trustee by Article Seven hereof. The Trustee may from time to time remove any receiver so appointed and appoint another or others in his stead, who shall each have the like powers and discretions. Every receiver shall, so far as regards responsibility for his acts, be deemed to be the agent of the Railway Company or its assigns.

ARTICLE TEN.

Sec. 1. Upon the written request of the Railway Company, by order of its board of directors, the Trustee shall from time to time, while the Railway Company is in possession of the mortgaged railroads, release from the lien and operation of this indenture any part of the mortgaged premises then subject thereto, other than the property described in subdivision II of the granting clause hereof, the release of which shall be governed by the provisions of section 2 of this article; provided that no part of the lines of main track or of the rights of way shall be released unless the same shall no longer be of use in the operation of any of the mortgaged lines of railroad, and that no part of such lines of track or rights of way shall be so released if thereby the continuity of the mortgaged lines of railroad shall be broken, and provided further that no part of the mortgaged premises shall be released hereunder unless at the time of such release it shall no longer be necessary or expedient to retain the same for the operation, maintenance or use of such

railroads or for use in the business of the Railway Company. No such release shall be made unless the Railway Company shall have sold the property so to be released, or shall have contracted to sell or exchange the same for other property. The proceeds of any or all such sales and releases, and all moneys received as compensation for any property subject to this indenture taken by the exercise of any power of expropriation thereof, shall be deposited with the Trustee. The proceeds of any such sale or sales shall by the Trustee be set apart and held in trust and applied to the purchase of other property, real or personal, which shall be subject to the lien of this indenture, or in betterments of or additions to the mortgaged premises, or in rolling stock for use thereon, which shall likewise be subject to the lien of this indenture; any such purchases shall be made or directed by the Railway Company and paid for by the Trustee out of such proceeds, in pursuance of the written request of the Railway Company by order of its board of directors, which request shall constitute a sufficient justification to the Trustee for the expenditure of such moneys; or, if not so applied, then said proceeds, to the extent aforesaid, may, on the request of the Railway Company, be used by the Trustee, in the manner hereinafter provided, for the redemption of the first mortgage bonds. Any new property acquired by the Railway Company to take the place of any property released hereunder, shall, without further conveyance, become and be subject to the lien of this indenture as fully as if specifically mortgaged by this indenture; but, if requested by the Trustee, the Railway Company shall convey the same to the Trustee, by appropriate deeds, upon the trusts and for the purposes of this indenture.

The Railway Company may, from time to time, make surrender of, or changes or alterations in, or substitutions of, any and all leases, operating, trackage and traffic contracts, but no surrender shall be so made if thereby the continuity of the mortgaged lines shall be broken, nor without the approval of the Trustee; and leases or trackage rights so substituted, modified or altered shall forthwith become bound by and be subject to the terms of this indenture in the same manner as those previously existing.

The Railway Company, while in possession of the mortgaged railroads, shall also have full power, from time to time, in its discretion, to dispose of any portion of the equipment, machinery, tools and implements at any time held subject to the lien hereof, which may have become obsolete or otherwise unfit for such use; and agrees to replace the same by new equipment, machinery, tools or implements which shall become subject to this indenture.

Sec. 2. The Railway Company shall and will as soon as conveniently practicable after the date hereof, and from time to time as the same shall be conveyed by the province of Ontario, carefully value and appraise, or cause to be carefully valued and appraised, all and singular the lands authorized to be granted to the Railway Company out of the ungranted lands of Ontario, as aforesaid, and to which the Railway Company is now or shall hereafter become entitled, with the exception of such as may be required in the operation of the

railway, in convenient sections, divisions or parcels for the sale thereof, and shall cause a full and accurate list and description of said lands and premises, containing, opposite each section, division or parcel, the value put upon the same, to be deposited with the Trustee certified by the Railway Company, such appraisement shall be subject to the approval of the Trustee, which may accept such appraisement without independent examination, unless and until thereunto requested by the holders of not less than ten per cent in amount of the first mortgage bonds at the time outstanding; and such statement and appraisement may with the consent of the Trustee be from time to time revised, altered and corrected, a statement being in each case filed as aforesaid, and the Railway Company may at any time in its discretion contract for the sale of any section, division or parcel of said lands at the appraised value thereof according to the last preceding statement of such value filed with the Trustee and approved by it as aforesaid and not otherwise, and shall be entitled to have such section, division or parcel of said lands conveyed to the person contracting for the purchase thereof, released from the lien hereof, upon payment to the Trustee of the purchase money the same being not less than said appraised value thereof. In case the Railway Company shall make sale of any such lands as aforesaid at a price equal to the appraised value thereof according to the last preceding statement filed with the Trustee, the purchaser or purchasers, upon payment of the full amount of their purchase money to the Trustee, shall be entitled upon demand to a discharge of the lands, so purchased by them, from the lien hereof, the expense of such discharge to be paid and borne by the said purchasers. Until such appraisement has been made and approved as aforesaid the Railway Company may proceed with the sale of the hereinbefore mentoned lands hereby conveyed, or intended so to be, at such prices as it shall deem reasonable and as shall be approved by the Trustee. The Trustee is authorized and empowered, and it shall be its duty upon any such sale as aforesaid of any parcel of such lands and the payment of the purchase money by the purchasers thereof as aforesaid, to release and convey or join in releasing or conveying to the purchaser or purchasers thereof, or his or their heirs or assigns, by proper deed or conveyance, the premises so sold and to discharge the same from the lien and operation of this indenture and the trusts hereby created, and such release and conveyance when executed shall invest the grantee or grantees therein named with a full and complete title to the premises thereby granted, free from all encumbrances, which title shall include as well the title of the Railway Company as of the Trustee; provided always that after the appraisal of the said lands, as hereinbefore provided for, shall have been made, no section, division, piece of parcel thereof shall at any time be sold, released or conveyed as aforesaid below the appraised value thereof without the previous consent in writing of the Trustee to such sale.

Any of the lands aforesaid may be contracted to be sold as above provided wholly or partly on credit, provided that in any and every case of a contract of sale wholly or partly on

credit, with whomsoever the contract may be made, the purchaser or purchasers shall not receive a conveyance of the premises agreed to be sold or any part thereof until the purchase money has been paid in full to the Trustee, but such party may have delivered to him a contract in evidence of his purchase, and such contract, if assented to by the Trustee in writing, shall, subject to the performance of the conditions thereof and to the payment of the purchase money, relieve the land therein comprised from the lien of this indenture; every such contract may, with the assent in writing of the Trustee, be rescinded or varied; provided that in case for any reason deemed by it sufficient the Trustee may release and convey or join in releasing and conveying the said premises to the said purchaser or purchasers upon receiving the cash portion of such purchase money with a proper mortgage upon the premises so released and conveyed to secure the unpaid balance of such purchase money. All proceeds of sale of land grant lands received by the Trustee shall be held by the Trustee as a sinking fund and shall be applied by the Trustee towards the redemption of the first mortgage bonds, in the manner hereinafter provided.

For the purpose of assenting to the contracts for the sale of, or any recission or variation thereof, and granting and releasing from the lien of this indenture, such of the lands and premises aforesaid as shall or may be sold or contracted to be sold in conformity with this indenture the Trustee may appoint some suitable person as its agent or attorney, and thereupon the Trustee may act, and it is hereby authorized to act, by such agent or attorney, and all instruments executed, contracts assented to, rescinded or varied, and acts done by such agent or attorney in respect of the lands which shall be sold or contracted to be sold in conformity herewith shall be as valid and effectual to all intents and purposes, if the same be within the scope of the authority so given to such agent or attorney, as if the same were executed by the Trustee, provided that any such power of attorney may be revoked at the pleasure of the Trustee giving the same and a new attorney or attorneys substituted. Every deed or instrument appointing any such agent or attorney or removing the same shall be executed in duplicate and one of such duplicates shall be filed in the office of the Provincial Secretary of the Province of Ontario.

The Railway Company shall at all times keep at its principal office a record of all the sales of land which shall be made or contracted for as aforesaid, and of the price paid for the same and the manner in which the purchase money shall have been paid or secured, and such record shall at all reasonable hours and times be open to the inspection of the Trustee, and the Railway Company shall furnish from time to time, at intervals of not less than one year, to the Trustee a true and correct copy thereof.

All expenses of the Trustee in connection with the release of land grant lands, including its own compensation and the compensation of any attorney appointed by it, shall be paid semi-annually by the Railway Company and shall be secured under this indenture by a lien prior to the lien of the first mortgage bonds.

Sec. 3. If any receiver or receivers shall be in possession of the mortgaged railroads or any section or sections, part or parts thereof, under any provision of this indenture, then all the powers conferred upon and reserved to the Railway Company by this article may be exercised by the receiver or receivers in his or their discretion. A certificate under the corporate seal of the Railway Company, signed by the president or a vice-president of the Railway Company, or under the hand of any receiver, may be received by the Trustee as conclusive evidence of any of the facts mentioned in this article which must be established in order to authorize the release of any property hereunder, and shall be full warrant and protection to the Trustee for its action on the faith thereof.

Sec. 4. In no event shall any purchaser of property sold or disposed of under any provision of this article be required to see to the application of the purchase money.

Sec. 5. Any amounts which may be received by the Trustee, and which may, under any of the provisions of this article, be applicable to the redemption of the first mortgage bonds, shall be held by the Trustee as a sinking fund and shall be applied by the Trustee towards such redemption by the purchase of said bonds in the open market if obtainable at a premium of not exceeding five per cent and accrued interest. To the extent to which, on the first days of June and December, such amounts shall not have been so applied for redemption, the Trustee shall apply the same to the redemption of said bonds at a premium of five per cent in the following manner. The Trustee shall, by lot, in any usual manner to be from time to time fixed by the Trustee, designate the bonds to be redeemed by the application of the moneys in its hands. The Trustee shall forthwith give notice of such designation for redemption by publishing notice thereof three times a week, for three successive weeks preceding the next half yearly interest day, in two newspapers of general circulation published in the city of New York, in the State of New York. Such notice shall state the numbers of the bonds designated for redemption, shall require the holders thereof to present the same on such next half-yearly interest day, and shall state that interest on said bonds will then cease. A similar notice shall also be mailed to the holder of each registered bond which may be designated for redemption, at his address upon such registry. Notice having been so given, interest on the first mortgage bonds so designated for redemption shall cease on such day, and, on presentation in accordance with said notice, said bonds, on surrender thereof with all unmatured coupons, shall be purchased by the Trustee at a premium of five per cent.

All bonds redeemed under any of the provisions of this article shall forthwith be cancelled by the Trustee, and on demand of the Railway Company surrendered to it.

Sec. 6. The Trustee, however, upon the written request from time to time of the holders of all the first mortgage bonds at the time of any such request outstanding, may release from the lien of this indenture any portion of the mortgaged property at the time subject to the lien of this indenture, upon payment to the Railway Company or the Trustee, as may be specified in such request, of such consideration as may be therein approved.

ARTICLE ELEVEN.

The Railway Company, for itself, its successors and assigns, covenants, promises and agrees as hereinafter in this article set forth, namely :

The Railway Company will well and truly pay, unto the lawful owners and holders thereof, the interest and principal of the first mortgage bonds, when and as the same shall become due and payable, according to the tenor and effect of said bonds and coupons, without deduction from either principal or interest for any tax or taxes imposed by the Dominion of Canada or by any province or municipality thereof, or by the United States of America or by any state, county or municipality thereof, which the Railway Company may be required to pay thereon or to retain therefrom under or by reason of any present or future law ; and all coupons, when and as paid, shall forthwith be cancelled.

The Railway Company shall, until all the first mortgage bonds are fully paid or satisfied, pay or cause to be paid, when the same shall become due and payable, all taxes, rates, levies, duties, assessments or charges which may be lawfully imposed on the mortgaged premises and other the trust estate and on the interest of the Trustee in the trust estate ; provided, however, that the Railway Company shall not be required to pay any such tax, rate levy, duty, assessment or charge so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof. Should the Railway Company fail to pay any such tax, rate, levy, duty, assessment or charge, the Trustee may, without prejudice to any of its rights under this indenture by reason of such default, pay and discharge the same and have a lien upon the mortgaged premises for its advances for that purpose, prior to the lien of this indenture.

The Railway Company shall properly maintain the mortgaged railroads and all other property at any time covered by this indenture, repairing, renewing and replacing the same as may be necessary, and shall properly preserve the franchises, rights and privileges relating thereto, and shall keep all wooden bridges and trestles and all buildings, rolling stock and personal property at any time covered by this indenture properly insured against loss or damage by fire, and shall exhibit the policies and the receipts for the payment of premiums to the Trustee on request. Should the Railway Company fail to effect or keep in force such insurance, or to produce evidence thereof at a reasonable time before the expiration of any contract for insurance from time to time in force, the Trustee may insure such property in like manner. The proceeds of any policy of insurance shall be applied by the Railway Company to the replacement or reconstruction of the destroyed or damaged property, or otherwise for the benefit of the mortgaged premises, or be paid to the Trustee and applied by the Trustee, in similar manner as prescribed in Section 5 of Article Ten, toward the redemption of the first mortgage bonds.

The Railway Company shall, until all the first mortgage bonds are fully paid and satisfied, keep each piece of equipment from time to time subject to the lien of this indenture plainly lettered on each side with the name of the Railway Company.

The Railway Company, its successors and assigns, shall and will, from time to time, and at all times hereafter, upon the reasonable request of the Trustee and its successors in the trust appointed according to the provisions hereof, make, do, execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances in the law for the better and more effectually conveying, assuring and confirming unto the Trustee and its successors in the trust by this indenture created, for the further security and satisfaction of the first mortgage bonds, upon the trusts and for the uses and purposes herein expressed or intended, all and singular the railroads, franchises and property hereby mortgaged, conveyed or pledged, or intended so to be, as by the Trustee or any successor in the trust, under the advice of counsel, shall be reasonably advised or required.

The Railway Company, its successors and assigns, will indemnify and save harmless the Trustee and its successors in the trust against all loss and damage to which it or they may be subjected by the execution of this trust, or by the operation or management of the mortgaged premises, not caused by the personal misconduct or neglect of the Trustee or its successors in the trust.

Any and all stock dividends which may be declared and which may become payable upon any shares of stock which may be pledged or assigned to the Trustee hereunder, shall be transferred and delivered to the Trustee, and be by it held for the benefit of the holders of the first mortgage bonds with the same effect and subject to all the conditions and provisions hereof as if originally pledged hereunder. Should any of the companies, whose shares may be so held, pay dividends in the form of bonds or certificates of indebtedness, or in any form other than money, the Trustee shall also be entitled to receive and so hold such dividends and certificates of indebtedness. In the event of the payment of dividends in the form of certificates of indebtedness as aforesaid, the interest which may be paid upon such certificates of indebtedness shall be collected and paid over as above provided concerning cash dividends.

The Railway Company will not, except subject to the prior lien of this indenture, sell any of the shares of stock that may be subject thereto; nor, exeept subject as aforesaid, pledge or agree to pledge or hypothecate the same; nor, except subject as aforesaid and except as otherwise in this indenture provided, by any voluntary act or omission part with the ownership of or title to such stock or any part thereof, or with its equity of redemption therein, or the voting power thereon, but will hold all and singular the said shares of stock in such manner that, save as in this indenture otherwise provided, it shall retain in itself all its rights and powers as the holder of such stock.

The Railway Company, as such holder of such stock and except as in this indenture otherwise provided, will not by affirmative vote, or by abstaining from voting, or in any other manner, directly or indirectly, sanction or, holding a majority of the stock thereof, permit the guaranty of any bonds by such company, or sanction or permit any increase of the capital stock of any of said companies, or the creation of any additional mortgage or other lien upon any of their railroads, properties, rights, privileges or franchises, or the issue of any bonds under any such mortgage, unless effective provision

shall be made that such proportion of such additioual stock as the amount of capital stock so held by the Railway Company shall bear to the total issued capital stock of such other company, and all of said bonds, shall, immediately upon their creation and issue, be received and pledged or assigned by the Railway Company to the Trustee, subject to all the trusts of this indenture, and with the same effect as if at the date hereof and hereby such evidences of indebtedness, bonds and shares had been delivered and pledged or had been assigned to said Trustee. Any and all shares of stock so received and pledged or so assigned shall be fully paid up and be non-assessable.

ARTICLE TWELVE.

Sec. 1. No holder of any first mortgage bond or coupon shall have the right to institute any suit, action or proceeding at law or in equity upon or in respect of this indenture, or for the execution of any trust or power hereof or for the appointment of a receiver, or for any other remedy under or upon this indenture, unless such holder shall previously have given to the Trustee written notice of any existing default and of the continuance thereof, as hereinbefore provided ; nor unless also the holders of fifteen per cent in amount of the first mortgage bonds then outstanding shall have made written request upon the Trustee and shall have afforded to it reasonable opportunity to proceed itself to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name after such right of action shall have accrued to the Trustee ; nor unless also such holder or holders shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred in or by reason of such action, suit or proceeding ; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure, or sale, or for the appointment of a receiver, or for any other remedy hereunder ; it being intended that no one or more holders of first mortgage bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons, but the foregoing provisions of this section are intended only for the protection of the Trustee, and shall not be construed to affect any discretion or power by any provision of this indenture given to the Trustee to determine whether or not it shall take action in respect of any default without such notice or request from bondholders, or to affect any other discretion or power given to the Trustee.

Sec. 2. No delay or omission of the Trustee, or of any holder of first mortgage bonds, to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein ; and every power and remedy given by

this indenture to the Trustee or to the bondholders may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the bondholders.

ARTICLE THIRTEEN.

Sec. 1. The Trustee accepts the trust of this indenture and agrees to execute them upon the following terms and conditions, to which the parties and the holders of the first mortgage bonds agree:

The Trustee shall be under no obligation to see to the record, registry or filing of this indenture; or, while not in possession thereof, to see to the insurance of the mortgaged property, or to the payment of taxes, rates, levies, duties, assessments or charges thereon; or to the performance or observance of any of the covenants or agreements on the part of the Railway Company; and the Trustee may and shall authenticate and deliver the first mortgage bonds in accordance with the provisions hereof on the execution and delivery of this indenture, and notwithstanding this indenture shall not have been filed, registered or recorded.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created and such compensation, as well as the reasonable compensation of its counsel and of such persons as it may employ in the administration or management of the trust, and all other reasonable expenses necessarily incurred and actually disbursed hereunder, the Railway Company agrees to pay, and for such payment the Trustee shall have a lien on the trust estate prior to the lien of this indenture.

The Trustee shall not be responsible in any manner whatsoever for the recitals herein contained as to the acts or powers of the Railway Company or its stockholders or otherwise, all of which are made by the Railway Company solely.

Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than fifteen per cent in amount of the first mortgage bonds outstanding, the Trustee may, for all the purposes of this indenture, assume that no default has been made in the payment of any of the first mortgage bonds or of the interest thereon; or in the observance or performance of any of the covenants contained in the first mortgage bonds or in this indenture; that no receiver has been appointed of the Railway Company or of its lines of railroad; that no order has been made or effective resolutions passed for the winding up or liquidation of the Railway Company; that the Railway Company is not in default under this indenture; and that none of the events hereinbefore denominated events of default has happened.

The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trusts hereby created which, in its opinion, will be likely to involve it in expense or liability, unless one or more of the holders of the first mortgage bonds shall, as often as required by the Trustee, furnish it reasonable security and indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder unless notified in writing of such default by the holders of at least fifteen per cent in

amount of the first mortgage bonds then outstanding; or to take any action in respect of any such default involving expense or liability unless requested by an instrument in writing signed by the holders of not less than fifteen per cent in amount of the first mortgage bonds then outstanding and unless tendered reasonable security and indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not the Trustee shall take action in respect to such default, or to take action without such request.

The Trustee may employ agents or attorneys in fact, and shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, nor for anything whatever in connection with this trust, except wilful misconduct or gross negligence.

The Trustee shall be reimbursed and indemnified against any liability or damage it may sustain or incur in the premises, and shall have a lien upon the trust estate prior to the lien of the first mortgage bonds for its compensation and expenses, and also for any such liability or damages.

The Trustee may advise with legal counsel, and any action under this indenture, taken or suffered in good faith by the Trustee in accordance with the opinion of counsel, shall be conclusive on the Railway Company and on all holders of the first mortgage bonds.

Sec. 2. The Trustee may resign and be discharged from the trusts created by this indenture by giving to the Railway Company notice in writing and to the bondholders notice by publication, of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once, on a day not less than thirty days nor more than sixty days prior to the date so specified, in a daily newspaper of general circulation at that time published in the City of New York, N. Y. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee for the time being under this indenture and executed by the holders of two-thirds in amount of the first mortgage bonds then outstanding.

Sec. 3. In case at any time the Trustee shall resign or shall be removed, or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in amount of the first mortgage bonds then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys-in-fact duly authorized, but, until a new trustee shall be appointed by the bondholders as herein authorized, the Railway Company may, by proper instrument in writing, executed by order of its board of directors, appoint a trustee to fill such vacancy. Any trustee in succession to the Trustee, appointed under any of the provisions of this article, shall always be a trust company having an office in the

Borough of Manhattan, in the City of New York, N. Y., and having a capital and surplus aggregating at least two million dollars, if there shall be such a trust company willing and able to accept the trust upon reasonable or customary terms. The Trustee and every such successor trustee, shall be exempt from giving any bond or surety in respect of the execution of the trusts or powers herein contained, or otherwise, in respect of the premises.

After any such appointment by the Railway Company it shall cause notice of such appointment to be published once a week in each of four successive weeks in two daily newspapers of general circulation published in the City of New York, N.Y., but any new trustee so appointed by the Railway Company shall immediately and without further act be superseded by a trustee appointed in the manner as above provided by the holders of a majority in amount of the first mortgage bonds.

Sec. 4. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Railway Company an instrument accepting such appointment hereunder, and thereupon such successor trustee without any further act, deed or conveyance shall be vested with the appropriate authority, rights, powers, duties herein provided, in that behalf, and, upon the death, resignation or removal of any trustee, all the estate, right, title and interest of such trustee in the trust estate shall wholly cease and determine; but, nevertheless the Railway Company, its successors and assigns, will, in any and every such case, execute upon such request any such deeds, conveyances or assurances as shall, in the judgment of the trustee so appointed, be desirable or necessary to enable the trustee so appointed to execute the trusts by this indenture created, as fully and completely as if such appointed trustee had been originally a trustee; and in every case of resignation by a trustee or of removal of a trustee, the trustee so resigning or removed shall, at the request of the Railway Company, its successors or assigns, or of the trustee so appointed, make and execute such deeds, conveyances or assurances to its successors. All the conveyances hereinbefore provided for shall be at the cost of the Railway Company, its successors or assigns.

ARTICLE FOURTEEN.

Sec. 1. Nothing in this indenture, or in any of the first mortgage bonds, shall prevent the consolidation or merger with the Railway Company, or the sale to the Railway Company, of the railroads, property or franchises of any other railroad company; provided, however, that such consolidation, merger, or sale shall be upon such terms as to preserve and not to impair the lien of this indenture or any of the rights and powers of the Trustee or the holders of the first mortgage bonds.

Sec. 2. Nothing contained in this indenture or in any of the first mortgage bonds shall prevent the consolidation or merger of the Railway Company with any other corporation, or the sale, subject to the continuing lien of this indenture, by the Railway Company of its railways, properties and franchises as an entirety; provided that as a condition of such sale or as a part of such consolidation or merger the successor corpora-

tion formed by such consolidation or into which the Railway Company shall have been merged, or to which such sale shall have been made, shall assume the due and punctual payment of the principal and interest of all the first mortgage bonds and the performance of all the convenants and conditions of this indenture.

SEC. 3. For every purpose of this indenture, the term, the Railway Company, includes and means not only The Algoma Central and Hudson Bay Railway Company, but also any such successor corporation. Every such successor corporation shall possess, and from time to time may exercise, each and every right and power hereunder of The Algoma Central and Hudson Bay Railway Company, in its name or otherwise, and any act or proceeding, by any provision of this indenture required to be done or performed by any board or officer of the Railway Company, may be done and performed with like force and effect by the like board or officer of any corporation that shall at the time be such lawful successor of the Railway Company.

ARTICLE FIFTEEN.

No recourse under or upon any obligation, covenant or agreement contained in this indenture or in any first mortgage bond or coupon, or under any judgment obtained against the Railway Company or otherwise, shall be had against any incorporator, stockholder, officer or director of the Railway Company, or of any successor corporation, either directly or through the Railway Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise. This indenture and the first mortgage bonds are solely corporate obligations, and no personal liability whatever shall attach to or be incurred by the stockholders, directors or officers of the Railway Company or of any successor corporation, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this indenture, or in any of the first mortgage bonds or coupons, nor shall any such personal liability be implied therefrom; and any and all personal liability of every name and nature, whether at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution and delivery of this indenture and the execution and issue of such bonds and coupons.

ARTICLE SIXTEEN.

Any request or other instrument required by this indenture to be signed and executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be executed by such bondholders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of bonds transferable by delivery, shall be sufficient for any purpose of this indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made

in the following manner, viz.: (*a*) the fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the certificate of any notary public or other officer authorized to take, either within or without the State of New York, acknowledgments of deeds to be recorded in said State, certifying that the person signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution; (*b*) the amount of bonds transferable by delivery held by any person executing any such request or other instrument as bondholder, and the issue numbers of the bonds held by such person and the date of his holding the same, may be proved by a certificate issued by any trust company, bank, or other depositary (wheresoever situated) whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depositary or exhibited to it the bond numbered and described in such certificate, and such holding for the purpose of action by the Trustee on the faith thereof shall be deemed to continue for two calendar months ensuing the date of such certificate; (*c*) the ownership of registered bonds shall be proved by the books for the registry of such bonds as provided in the first article hereof.

ARTICLE SEVENTEEN.

Any written demand, request, notice, designation, direction or nomination, to be made by the Railway Company under any of the provisions hereof, shall be deemed sufficiently made and executed, if executed under the corporate seal of the Railway Company by the president or by a vice-president of the Railway Company. The Trustee may receive a certificate signed by the secretary or by an assistant-secretary of the Railway Company as sufficient evidence of the passage of any resolution by the board of directors of the Railway Company, or by the executive committee of said board.

The term Trustee, when herein used, shall be held and construed to mean the trustee for the time being, original or successor; and the words trustee, bond, bondholder and holder shall include the plural as well as singular number.

ARTICLE EIGHTEEN.

The Railway Company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance or of lien of this indenture, nor will it claim, take, or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the mortgaged premises or the trust estate, or of any of the securities or stock at any time forming part of the trust estate, prior to any sale or sales thereof to be made pursuant to any provision herein contained or to the decree of any court of competent jurisdiction; nor will it, after any such sale or sales, claim or exercise any right, under any law or statute whenever enacted and now or at any

time hereafter in force, to redeem the mortgaged premises or the trust estate, or any part thereof, or of any securities or stock so sold; and the Railway Company hereby expressly waives all benefit or advantage of any such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

ARTICLE NINETEEN.

Nothing in this indenture expressed or implied is intended, shall be construed, to confer upon, or to give to, any person or corporation, other than the parties hereto and the holders of the first mortgage bonds, any right, remedy or claim, under or by reason of this indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this indenture contained by or on behalf of the Railway Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the first mortgage bonds.

In witness whereof The Algoma Central and Hudson Bay Railway Company has caused its corporate seal to be hereunto affixed and this indenture to be signed by its president or a vice-president and by its secretary or an assistant secretary, and Central Trust Company of New York, in token of its acceptance of this trust, has caused its corporate seal to be hereunto affixed and this indenture to be signed by its president or a vice-president and by its secretary or an assistant secretary.

THE ALGOMA CENTRAL AND HUDSON BAY RAILWAY COMPANY.

by

[SEAL] T. C. SEARCH,
Vice-President.

Attest:

J. PARKE HOOD,
Secretary.

Executed, acknowledged and delivered by The Algoma Central and Hudson Bay Railway Company, in the presence of

E. H. SANBORN.

CENTRAL TRUST COMPANY OF NEW YORK,

by

[SEAL] J. N. WALLACE,
Fourth Vice-President.

Attest:

GEO. BERTINE,
Secretary.

Executed, acknowledged and delivered by Central Trust Company of New York, in the presence of

WILLIAM D. EATON.

SCHEDULE C.

An agreement made the second day of January, 1903, between the Algoma Central and Hudson Bay Railway Company, hereinafter called the "Railway Company," of the first part, and the Algoma Commercial Company, Limited, a corporation organized under the laws of the province of Ontario in the Dominion of Canada, hereinafter called the "Commercial Company," of the second part:

The Railway Company has been created and organized under the laws of the province of Ontario in the Dominion of Canada, and is a corporation now validly existing under said laws.

The Commercial Company, at the request of the Railway Company, has advanced to the Railway Company the sum of upwards of $741,000 for the purchase by the Railway Company of the following steamers, to wit: *Minnie M.*, *Ossifrage*, *King Edward*, *Leafield*, *Monkshaven*, *Paliki* and *Theano;* of the following barges, to wit: *Agawa*, *H. A. Barr* and *Barlum;* of the tug *Philadelphia;* and of various lighters which collectively are of the present value of $800,000 and upwards.

In respect of the amount so advanced, the Railway Company is indebted to the Commercial Company in the sum of $710,000 and interest.

For a valuable consideration it is agreed as follows:—

1. The Railway Company, on or before the 20th day of January, 1903, will take all proper corporate action necessary for the execution and delivery of its note or bond in the sum of $725,000 and for the execution and delivery of a proper mortgage and deed of trust securing said note or bond as a first charge on said steamships and shipping property hereinabove recited. Said note or bond shall be negotiable in form, shall bear interest from January 1, 1903, at the rate of five per centum per annum, payable semi-annually on the first days of July and January in each year, shall mature on the first day of July, 1903, and shall be payable, both as to principal and interest, at the office or agency of the Railway Company in the city of New York, in United States gold coin of or equal to the present standard of weight and fineness, free of tax.

Said mortgage and deed of trust shall be made to such trustee or trustees as the Commercial Company shall designate, and by said mortgage the payment of said note or bond shall be charged as a first lien on said steamships and shipping property. The form of said note or bond and the form of said mortgage shall be subject to the approval of the Commercial Company, and said note or bond and said mortgage shall contain such provisions as the Commercial Company may require.

2. The Railway Company will, on or before the 20th day of January, 1903, having first taken all corporate action called for by the preceding article of this agreement, deliver to the Commercial Company said note or bond in satisfaction and discharge of said indebtedness from the Railway Company to the Commercial Company.

3. Pending the consummation of this agreement and the delivery of said note or bond, the Railway Company charges on the said steamships and shipping property, in favor of the Commercial Company and its assigns, the payment of said

sum of $725,000 and interest thereon from the first day of January, 1903, at the rate of five per centum per annum.

4. Said note or bond, and otherwise the rights of the Commercial Company under this agreement, may presently be assigned by the Commercial Company.

In witness whereof each of the parties has caused its corporate seal to be hereunto affixed and this agreement to be signed in its corporate name and on its behalf by its president or a president, and by its secretary or an assitant secretary, the day and year first above written.

THE ALGOMA CENTRAL AND HUDSON BAY RAILWAY COMPANY.

By F. S. LEWIS,
Vice-President.

E. H. SANBORN,
Assistant Secretary.

[Seal.]

THE ALGOMA COMMERCIAL COMPANY, LIMITED.

By T. C. SEARCH,
Vice-President.

E. H. SANBORN,
Assistant Secretay.

[Seal.]

No. 116.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Algoma Central and Hudson Bay Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. DYMENT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 117.] **BILL.** [1905.

An Act to incorporate the Athabasca Railway and Oil Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Alfred C. Dobell, of the city of Quebec, in the province of Quebec, Isaac Carling, of the village of Exeter, in the province of Ontario, Frederick Ross, James K. Cornwall and Philippe Roy, all of the city of Edmonton, in the district of Alberta, in the North-West Territories, together with such persons as become shareholders in the company, are incorporated under the name of "The Athabasca Railway and Oil Company," hereinafter called "the Company."

Corporate name.

Declaratory.

2. The undertaking of the Company is declared to be a work for the general advantage of Canada.

Provisional directors.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company, with power to increase their number.

Capital stock.

4. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office.

5. The head office of the Company shall be in the city of Edmonton.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the third Wednesday in September.

Directors.

7. The number of directors shall be not less than five, nor more than nine, one or more of whom may be paid directors.

Line of railway described.

8. The Company may construct and operate a railway of the gauge of four feet eight and one-half inches from a point within the corporate limits of the city of Edmonton north easterly, parallel to the course of the North Saskatchewan River on its north side, to a point in or near township fifty-nine in range nineteen west of the fourth principal meridian, in the District of Alberta; thence north easterly past the north westerly end of Smoky Lake to the westerly end of Lac La-

biche ; thence northerly to the Athabasca River at or near the junction of the Clearwater River.

Powers of Company.

9. The Company may, in connection with its business and for the purposes of its railway undertaking,—

Production of petroleum and by-products.

(*a.*) manufacture petroleum oil, distilled or refined oils, or by-products of petroleum, their products and by-products, also with the products of coal or any combination of coal and oil, salt and other mineral products of petroleum oil lands and other mineral lands, and oil refiners' supplies, and oil producers' supplies of all kinds ;

Other products.

(*b.*) purchase, sell and deal in manufactured goods and products of the character and description aforesaid, and in the substances and materials of which they or any of them can be manufactured or produced, and also in the waste material arising during the process of manufacture, and in oil refiners' and oil producers' supplies of all kinds ;

Land, buildings, patents, oil wells.

(*c.*) construct, purchase, rent, lease or otherwise acquire all real estate, land, timber limits, easements, buildings, machinery, motive power, letters patent of invention, patent rights, trade marks, plant, material and property necessary or conducive to the business of the Company, and may sell, lease, or otherwise dispose thereof and of any rights or interest therein ; and may sink and put down salt and oil wells and develop salt and petroleum oil lands ;

Acquire property of other companies.

(*d.*) purchase, lease or otherwise acquire the land, easements, buildings, plant, machinery, manufactured stock, materials, contracts, rights, good-will, property or assets of any other company, firm or person carrying on the same or a like business or engaged either wholly or partly in any business which the Company hereby incorporated has power to conduct or engage in under the powers aforesaid ;

Deal in petroleum.

(*e.*) produce, refine, store, transport, convey, sell and deal in petroleum and its products and by-products, and the products and by-products of coal or any combination of coal and oil, their products and by-products, and grant warehouse receipts therefor ;

Minerals.

(*f.*) produce, manufacture, mine, refine, store and convey any of the ores of iron, gold, silver, copper or other metals or metalloids of any products or by-products thereof, and manufacture them for use in any form ;

Refineries, tanks, buildings, etc.

(*g.*) erect, purchase, lease, maintain, operate and dispose of all such refineries, tanks, reservoirs, engines, machinery, salt works, saw mills, houses, erections, structures or buildings as are necessary or expedient for the business of the Company ;

Powers to lay pipes.

(*h.*) lay down at a suitable depth for protection, beneath the general surface of the ground, connected and continuous pipes as near as may be and as the surface of the country reasonably admits of, in a straight line or by deviations therefrom as circumstances make expedient, between the points of production, manufacture or distillation and the railway lines and navigable waters of Canada, and to such other points of Canada as the Company may wish to carry the same for the purpose of delivery and distribution to consumers thereof, as to the Company seems fit, for the purpose of carrying through the said pipes the crude oil, distilled or refined oils or by-products of petroleum, their products and by-products, together with the

products and by-products of coal or any combination of coal and oil, their products and by-products, from places of production to the works and delivery stations of the Company and from the works and delivery stations of the Company to all places in Canada where the Company may wish to deliver or distribute the same to consumers thereof, and to the points at or near the said water and railway lines;

Branch pipes.

(*i.*) lay down such branches or subsidiary pipes diverging from any of the points aforesaid as are deemed expedient for connecting, at the place of production or manufacture, the said oils, products, or by-products, and for delivering them to the consumers thereof, and to vessels on the said waters and to the said railways, for conveyance and delivery as the Company requires; provided that the pipes, the laying of which is provided for in this and the next preceding paragraphs, shall not be laid without the consent first obtained of the owners of the ground under the surface of which such pipes are to be laid;

Power to lay pipes in highway.

(*j.*) with the consent and approval previously obtained of the municipal council or other authority having jurisdiction over any highway, street, or any allowance for road, enter thereon for the purpose of laying the pipes authorized by this Act, and may from time to time renew and repair the same; provided that in the exercise of the power by this section conferred the Company shall in no case interfere with the public use of any such highway, street or road and shall be liable in damage to any person sustaining any injury in this behalf by reason of the default or negligence of the Company, and the Company shall, without delay, restore any highway, street or allowance of road which it breaks or digs up to the condition in which it was before the Company interfered therewith. If the said municipal council or other authority refuses to give its consent on reasonable terms, the Company may make an application to the Board of Railway Commissioners for Canada, and the said board is hereby empowered to give the Company the right to enter on the said highway for the purpose of laying the said pipes, on such terms and conditions as the said board may decide;

Stage roads, docks, elevators, etc.

(*k.*) construct, operate or acquire by purchase, lease or otherwise or aid in and subscribe towards the construction, operation, maintenance and improvement of stage or wagon roads, tramways, docks, piers, viaducts, flumes, ditches, mills, elevators or other buildings and works, which are necessary or convenient for the purposes of the Company;

Water powers.

(*l.*) acquire by purchase, lease or otherwise, operate and sell water powers, and dispose of surplus power, either directly or by converting it into electricity;

Steamboats.

(*m.*) acquire, construct and dispose of steamboats and operate them on the waters of the Athabasca River and its tributaries and connecting waters.

Telegraphs and telephones.

10. The Company may construct and operate telegraph and telephone lines upon its railway, and for the purpose of operating such lines, or exchanging or transmitting messages, may enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own line to, any such companies.

Rates and charges.

2. The Company may transmit messages for the public and collect rates or charges therefor, but no rate or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telephones or telegraphs of the Company, until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time.

R.S.C., c. 132.

3. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company.

Expropriation powers.

11. The powers contained in *The Railway Act*, 1903, respecting or incidental to the taking of lands without the consent of the owners thereof shall not apply to any works of the Company other than those relating to the construction, operation and maintenance of the railway.

Issue of securities.

12. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Bond issue for certain purposes.

13. In addition to the securities authorized by the next preceding section, the Company, being first authorized by resolution passed at a special general meeting of its shareholders duly called for that purpose, at which meeting shareholders representing at least two-thirds in value of the subscribed capital stock of the Company are present or represented by proxy, may from time to time issue bonds or debentures in aid of or for the acquisition of any vessels, mills, elevators, buildings, water-powers franchises, salt and pretoleum oil lands, and salt and petroleum oil works, plant, and machinery or other property other than the railway which the Company is authorized to acquire.

Mortgages securing bonds.

2. For the purpose of securing the issue of such bonds, the Company shall execute a mortgage or mortgages not inconsistent with law or with the provisions of this Act in such form and containing such provisions as are approved by resolution passed at the special general meeting of shareholders mentioned in the next preceding section.

Mortgages to be made to trustees.

3. The said mortgages shall be made to the trustees appointed for this purpose at the said special general meeting, and may contain provisions establishing the amount secured upon such vessels, mills, elevators, buildings, water powers, franchises, salt and petroleum oil lands and salt and petroleum oil works, plant and machinery or other property other than the railway to which such mortgages relate, the rank and privilege appertaining to the bonds intended to be secured thereby, the rights and remedies to be enjoyed by the respective holders of such bonds, the mode of assuring the application of the proceeds of such bonds to the purposes for which they are to be issued, the rate of interest thereon, the place and time of payment of such interest and of the capital thereof, the creation of a sinking fund for the redemption of such bonds, and all the conditions, provisions and restrictions, requisite for the effectual carrying out of the terms thereof and for the protection of the holders of such bonds.

4. Each issue of bonds intended to be secured by any of the mortgages referred to in the next preceding section shall entitle the respective holders of each such issue to rank with each other *pari passu*, and a duplicate of each mortgage shall be filed in the office of the Secretary of State of Canada. Ranking of bond-holders.

14. If the construction of the railway is not commenced, and fifteen per cent of the amount of the capital stock is not expended thereon, within three years after the passing of this Act, or if the railway is not finished and put in operation within seven years after the passing of this Act, the powers conferred upon the Company by Parliament shall cease and be null and void with respect to so much of the railway as then remains uncompleted. Time for construction of railway limited.

No. 117.

1st Session, 10th Parliament, 4-5 Edward VII., 190[illegible]

BILL.

An Act to incorporate the Athabasca Railway and Oil Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. OLIVER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majes[illegible]
1905

No. 118.] **BILL.** [1905.

An Act respecting the Alberta Central Railway Company.

Preamble. 1901, c. 44. 1903, c. 75.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for construction of railway extended.

1. The construction of the railway of the Alberta Central Railway Company may be commenced and fifteen per cent on the amount of the capital stock expended thereon within two years after the twenty-third day of May, one thousand nine hundred and five, and the railway finished and put in operation within five years after the twenty-third day of May, one thousand nine hundred and five; and if the railway is not so commenced and such expenditure is not so made or if the railway is not finished and put in operation within the said respective periods, the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

1903, c. 75, s. 1 repealed.

2. Section 1 of chapter 75 of the statutes of 1903 is repealed.

No. 118.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act respecting the Alberta Central Railway Company.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. OLIVER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 119.] **BILL.** [1905.

An Act respecting D. R. Fraser & Company, Limited.

Preamble.

WHEREAS D. R. Fraser & Company, Limited, have by their petition represented that they are incorporated by chapter 35 of the ordinances of the North-west Territories of 1904, and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

N.-W. T., 1904, c. 35.

Territorial incorporation confirmed.

Declaratory.

1. Chapter 33 of the ordinances of the North-west Territories incorporating D. R. Fraser & Company, Limited, hereinafter called "the Company," is ratified and confirmed, and the works which the Company has authority to undertake and operate are declared to be for the general advantage of Canada.

Power to maintain works for log driving business.

2. For the purposes of collecting, holding, protecting, driving, rafting, towing, separating, sorting, storing, delivering and all other purposes incidental to the reception, safe-keeping and transmission of timber, saw-logs, pulpwood and other lumber coming down the North Saskatchewan River and on the waters tributary thereto, in the North-west Territories, the Company may, subject to the provisions of its Act of incorporation, construct, acquire, maintain, use and operate the works authorized by this section, together with all such lands, buildings, structures, machinery and other appliances appurtenant to such works as are necessary or convenient for the said purposes or any of them, that is to say:—

(*a.*) on or in the waters of the North Saskatchewan River and on the waters tributary thereto, such dams, slides, wharfs, docks, piers, booms and other works as are necessary for or incidental to the said purposes;

(*b.*) in the waters of the North Saskatchewan River and on the waters tributary thereto, remove or lessen obstructions or impediments to or hindrances of navigation.

Navigation not to be interfered with.

3. Nothing in this Act shall authorize the exercise of any power conferred by this Act so as to interfere with the free navigation of the said river or any of the waters tributary thereto, or to the detriment of the free and uninterrupted passage of any timber, saw-logs, pulpwood or other lumber, belonging to persons other than the Company.

Booms to be opened when necessary.

2. Whenever a boom is so situated as in any way to interfere with the channel, the Company shall provide at its own cost and expense a sufficient number of men, and station them at the boom for the purpose of opening and closing the boom.

The opening in the boom shall be of such width as is determined by regulation made under this Act by the Governor in Council, and shall be opened promptly and so as to cause no delay; and the necessary steps shall be taken for keeping the channel clear for the passage of vessels and rafts, and of timber, saw-logs, pulp wood and other lumber belonging to persons other than the Company; and, in addition to any claims against the Company for damages, any officer or servant of the Company in charge of such boom who neglects to carry out the provisions of this section shall be liable to a penalty not exceeding thirty dollars, which may be recovered before any justice of the peace in a summary manner.

Damages.

3. The Company shall make full compensation for lands, works or improvements occupied or injuriously affected, and for any loss or damage caused by the construction, existence, maintenance or operation of any of the Company's works or improvements.

Plans of works to be filed.

4. Plans and specifications of such proposed works, alterations or enlargements, showing the site, location and character thereof, shall be filed in the office of the Minister of Public Works at Ottawa, and in the office of the Dominion Lands agent at the town of Edmonton, or in such other place in the town of Edmonton as is directed by the Minister of Public Works; and forthwith thereafter the Company shall give public notice for one month of such deposit in at least one newspaper published in the town of Edmonton, stating the date, hour and place at which an application will be made to the Governor in Council for his approval of such plans, and the Governor in Council, after hearing such application and determining all matters in relation thereto then brought before him by any person interested, may approve of such plans; and until such approval the Company shall have no authority to proceed with the construction, alteration or enlargement of such works.

Notice of filing.

Governor in Council may make regulations.

5. The Governor in Council may, from time to time, make such orders and regulations as he deems expedient for the maintenance and operation of the Company's works, and for carrying out the provisions of this Act.

Collection of tolls.

6. The Company may, so long as the works are maintained in an efficient state (such efficient state to be, in the event of dispute, determined by the Minister of Public Works) levy and collect tolls, dues and charges on timber, saw-logs, pulpwood and other lumber, if the services for which such tolls, dues and charges may be levied and the tariff thereof have been first approved of by the Governor in Council, and upon publication thereof in *The Canada Gazette*, and the Governor in Council may, from time to time, alter and amend such tariff of dues, tolls and charges, and the Company shall hold a lien for such tolls, dues and charges upon the logs, timber and lumber in respect of which they are chargeable.

Tariff to be approved.

Tugs, etc., for towing.

7. The Company may construct, acquire, charter, navigate and maintain tugs, boats and other craft for towing logs and for other use in and about the management of the said booms,

and also, for its own use only, construct, acquire, maintain and operate telegraph, telephone and electric lines in connection with its business and works upon the said river and waters tributary thereto. Telegraph, telephone and electric lines.

8. The Company may acquire and operate, on the Saskatchewan River and tributaries, the works of any company having powers wholly or in part similar to the powers of the Company, and may acquire the capital stock, bonds, rights, franchises, powers, privileges or property of any such company, and may enter into agreements for amalgamation with such company on such terms and conditions as are agreed upon, and subject to such restrictions as to the directors seem fit; provided, that every such agreement is first approved of by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering it, at which meeting shareholders representing at least two thirds in value of the stock are present or represented by proxy, and that such agreement has also received the sanction of the Governor in Council. Power to acquire property and stock of similar companies. Approval of agreement.

9. *The Companies Clauses Act* shall apply to the Company in so far as it is not inconsistent with "The Companies Ordinance," being chapter 20 of the ordinances of 1901 of the North-west Territories. R.S.C., c. 118.

No. 119.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting D. R. Fraser & Company, Limited.

First reading, March 9, 1905.

(PRIVATE BILL.)

MR. OLIVER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 119.] **BILL.** [1905.

An Act respecting D. R. Fraser & Company, Limited.

(Reprinted as proposed to be amended by Select Standing Committee on Miscellaneous Private Bills.)

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Daniel Robert Fraser, Alexander Fraser, John MacDonald, all of the city of Edmonton, John Walter, Robert Andrew Blain, and Algernon Egerton Mayall, all of the town of Strathcona, in the North-west Territories, and Theodore A. Burrows, of Winnipeg, Manitoba, together with such persons as become shareholders in the company, are incorporated under the name of "The Edmonton Boom Company," hereinafter called "the Company."

Corporate name.

Provisional directors.

Powers.

2. The said Daniel Robert Fraser, Alexander Fraser, John MacDonald, John Walter, Robert Andrew Blain, Algernon Egerton Mayall and Theodore A. Burrows are constituted provisional directors of the Company, a majority of whom shall form a quorum, and they may forthwith open stock books, procure subscriptions of stock for the undertaking of the Company, receive payment on account of stock subscribed, and generally carry on the business of the Company.

Capital stock.

3. The capital stock of the Company shall be fifty thousand dollars, divided into shares of one hundred dollars each, and may be called up by the directors from time to time as they deem necessary, but no one call shall exceed ten per cent of the shares subscribed.

Increase of capital.

4. The directors may, with the approval of the Governor in Council, after the whole of the capital stock has been subscribed, and fifty per cent paid thereon in cash, increase the amount of the capital stock from time to time to an amount not exceeding two hundred thousand dollars; but the capital stock shall not be so increased until a resolution of the board of directors authorizing such increase has first been submitted to and approved of by a vote of the shareholders who hold at least two-thirds in amount of the subscribed stock of the Company at a special general meeting of the shareholders duly called for that purpose.

Head office.

5. The head office of the Company shall be in the city of Edmonton, or in such other place in Canada as the directors from time to time determine by by-law.

Annual meeting.

6. The annual meeting of the Company shall be held on the second Monday in January in each year, at which meeting five persons shall be elected directors of the Company.

First general meeting.

7. So soon as twenty-five per cent of the capital stock has been subscribed, and ten per cent thereof has been paid into some chartered bank in Canada, the provisional directors shall call a meeting of the shareholders at the head office of the Company, at which meeting the shareholders present or represented by proxy who have paid in not less than ten per cent of the amount of shares subscribed for by them, shall elect a board of five directors.

Notice of meeting.

8. Notice of such meeting shall sufficiently be given by mailing it, postage prepaid, at least thirty days previous to the date of the meeting to each shareholder at his post office address shown in the books of the Company.

Business of Company.

9. For the purpose of collecting, holding, protecting, driving, rafting, towing, separating, sorting, storing, delivering, and all other purposes incidental to the reception, safe-keeping and transmission of timber, saw-logs, pulpwood, and other lumber coming down the North Saskatchewan River and on the waters tributary thereto, in the North-west Territories, the Company, from time to time, and subject to the other provisions of this Act, may, at and above Edmonton, construct, acquire, hold, maintain, use and operate the works authorized by this section, together with all such lands, buildings, structures, machinery and other appliances appurtenant to such works, as are necessary or convenient for the said purposes or any of them, that is to say :—

(*a.*) on or in the waters of the North Saskatchewan River and on the waters tributary thereto, at and above Edmonton, such dams, temporary dams, slides, wharfs, docks, piers, booms, and other works as are necessary for, or incidental to, the said purposes;

(*b.*) the Company may, in the waters of the North Saskatchewan River, at and above Edmonton, and on the waters tributary thereto, remove or lessen obstructions or impediments to or hindrances of navigation.

Navigation not to be interfered with.

10. Nothing in this Act contained shall authorize the exercise of any power conferred by this Act so as to interfere with free navigation on the said river or any of the waters tributary thereto, or to the detriment of the free and uninterrupted passage of any timber, saw-logs, pulpwood, or other lumber, belonging to persons other than the Company.

Regulations respecting booms.

2. Whenever a boom is so situated as in any way to interfere with the channel, the Company shall provide at its own cost and expense a sufficient number of men and station them at the boom for the purpose of opening and closing the boom. The opening in the boom shall be of such width as is determined by regulation made under this Act by the Governor in

Council, and shall be opened promptly and so as to cause no delay; and the necessary steps shall be taken for keeping the channel clear for the passage of vessels and rafts, and of timber, saw-logs, pulpwood and other lumber belonging to persons other than the Company; and, in addition to any claims against the Company for damages, any officer or servant of the Company in charge of such boom who neglects to carry out the provisions of this section shall be liable to a penalty not exceeding thirty dollars, which may be recovered before any justice of the peace in a summary manner.

Plans of works to be filed.

11. Plans and specifications of such proposed works, alterations or enlargements, showing the site, location and character thereof, shall be filed in the office of the Minister of Public Works of Canada, and in the office of the Dominion Lands agent at the city of Edmonton, or in such other place in the city of Edmonton as is directed by the said Minister of Public Works; and forthwith thereafter the Company shall give public notice for one month of such deposit in *The Canada Gazette* and at least one newspaper published in the city of Edmonton, stating the date, hour and place at which an application will be made to the Governor in Council for his approval to be given to such plans; and the Governor in Council, after hearing such application and determining all matters in relation thereto then brought before him by any person interested, may approve of such plans; and until such approval the Company shall have no authority to proceed with the construction, alteration or enlargement of such works or any of them.

Approval of plans.

Works may be regulated by Order in Council.

12. The Governor in Council may, from time to time, make such orders and regulations as he deems expedient for the maintenance and operation of the Company's works, and for carrying out the provisions of this Act.

Collection of tolls.

13. The Company may, so long as the works are maintained in an efficient state (such efficient state to be, in the event of dispute, settled by the said Minister of Public Works), levy and collect tolls, dues and charges on timber, saw-logs, pulpwood and other lumber, if the services are such for which tolls, dues and charges may be levied and the tariff thereof have been first approved of by the Governor in Council and upon publication thereof in *The Canada Gazette* and in one newspaper published in the city of Edmonton; and the Governor in Council may, from time to time, alter and amend such tariff of dues, tolls and charges; and the Company shall hold a lien for such tolls, dues and charges upon the said logs, timber and lumber in respect of which such dues are chargeable. Provided, however, that in fixing such tolls the Company shall not be permitted to take into consideration the cost of any permanent or temporary booms and piers constructed for the purpose of storage of logs at any mill.

Tariff to be approved.

Lien for tolls.

Public to have equal rights with Company.

14. The works of the Company shall be open to the use of the public at all reasonable times on equal terms.

Construction of tugs, etc., for towing.

15. The Company may construct, acquire, charter, navigate and maintain tugs, boats and other craft for towing logs and

for other use in and about the management of the said booms, and also, for its own use only, construct, maintain and operate telegraph, telephone and electric lines in connection with its business and works upon the said river and waters tributary thereto.

Telegraph, telephone and electric lines.

Time for construction of works limited.

16. If the construction of any of the said works and improvements is not commenced within two years after the passing of this Act, or if any such work or improvement is not finished and put in operation within ten years after the passing of this Act, the powers for the construction thereof granted by this Act shall cease and be null and void as respects so much of the said works or improvements as then remains uncompleted.

No. 119.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting D. R. Fraser & Company, Limited.

(Reprinted as proposed to be amended by Select Standing Committee on Miscellaneous Private Bills.)

(PRIVATE BILL.)

MR. OLIVER

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 120.] **BILL.** [1905.

An Act respecting false representations to induce immigration.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Every person who does, in Canada, anything for the purpose of causing or procuring the publication or circulation, by advertisement or otherwise, in a country outside of Canada, of false representations as to the opportunities for employment in Canada, or as to the state of the labour market in Canada, intended or adapted to encourage or induce the immigration into Canada of persons resident in that country, or who does anything in Canada for the purpose of causing or procuring the communication to any resident of such country of any such false representations, shall, if any such false representations are thereafter so published, circulated or communicated, be guilty of an offence, and liable, on summary conviction before two justices of the peace, to a penalty of not more than one thousand dollars and not less than fifty dollars for each offence. Offence described. Penalty.

No. 120.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting false representations to induce immigration.

First reading, March 13, 1905.

MR. LOGAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 121.] **BILL.** [1905.

An Act to amend the Act respecting the packing and sale of certain staple commodities.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. Chapter 26 of the statutes of 1901 is amended by inserting immediately after section 4 thereof the following sections :— 1901, c. 26, new sections.

"4A. When apples are packed in Canada for export for sale by the box they shall be packed in good and strong boxes of seasoned wood, the inside dimensions of which shall not be less than ten inches in depth, eleven inches in width, and twenty inches in length, representing as nearly as possible two thousand two hundred cubic inches. Dimensions of apple boxes.

"2. Every person who, for export, offers or exposes for sale, or packs, apples by the box otherwise than in accordance with the foregoing provisions of this section shall be liable, on summary conviction, to a penalty of twenty-five cents for each box of apples so offered or exposed for sale or packed. Penalty.

"4B. When apples are packed in boxes or barrels having trays or fillers wherein it is intended to have a separate compartment for each apple, then the provisions of sections 4 and 4A shall not apply." Certain packages excepted.

2. This Act shall come into force on the first day of January, one thousand nine hundred and six. Commencement of Act.

No. 121.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Act respecting the packing and sale of staple commodities.

First reading, March 14, 1905.

Mr. Fisher.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 122.] **BILL.** [1905.

An Act to incorporate the Grand River and Western Power Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Charles Horatio Waterous, Frank Cockshutt, John Muir, Lloyd Harris and Edmund Sweet, all of the city of Brantford, in the county of Brant, John A. Bain, of the city of Woodstock, in the county of Oxford, Martin N. Todd, of the town of Galt, in the county of Waterloo, George D. Forbes, of the town of Hespeler, in the county of Waterloo, Cecil B. Smith, of the city of Toronto, in the county of York, Alexander Fraser, of the city of Niagara Falls, in the county of Lincoln, and William Snider, of the town of Waterloo, in the county of Watertoo, together with such persons as become shareholders in the company, are incorporated under the name of "The Grand River and Western Power Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The works of the Company are declared to be for the general advantage of Canada. Declaratory.

3. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

4. The capital stock of the Company shall be ten million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

5. The head office of the Company shall be at the city of Brantford. Head office.

6. The annual meeting of the shareholders shall be held on the first Tuesday in July, or at such other date as is fixed by by-law of the Company. Annual meeting.

7. The number of directors shall be seven, one or more of whom may be paid directors, but the shareholders, whenever they deem it expedient, may, by by-law, increase the number of directors to not more than ten. Number of directors. Increase of.

2. The majority of the directors shall at all times be resident in Canada and British subjects. Majority to be British subjects.

Powers of Company.

8. The Company may construct, maintain and operate a watercourse and raceway from a point or points on the Grand River and the Dunnville feeder at or near Dunnville, thence

Water-course.

northerly using the natural watercourses where available to some suitable point on Lake Ontario at or near the village of Jordan; and may construct, maintain and operate all necessary works, dams, wing-dams, docks, pipe-lines, sluices and conduits, locks, accessories and buildings; and may construct a culvert of sufficient and necessary proportions to carry the said watercourse and raceway underneath the Welland Canal feeder, and may deepen the Grand River in the vicinity of the Dunnville dam, and may widen, deepen and maintain the Dunnville feeder from the Grand River easterly a distance not exceeding one half a mile; and may permanently close up the Welland Canal feeder from Stromness eastward, and may permanently close up the outlets from the feeder or dam at present existing supplying water power to mills, factories, power stations or other users at or near Dunnville; and may dredge, deepen and widen the Welland River between the point of intersection therewith of the inlet and outlet of the said watercourse and raceway; and may dredge, deepen and widen the Jordan River from the point of intersection with the said watercourse and raceway to Lake Ontario for the purposes of the Company; and may use the waters of Lake Erie, the Grand River, the Welland River and the Jordan River in such quantities as are requisite and necessary for the efficient and satisfactory running and operating of the said works and for the purposes aforesaid: Provided that nothing herein shall permit of any power given in this Act being exercised in such a way as to prevent the navigation of any navigable water: Provided further, that none of the works authorized, or privileges or rights granted, by this Act shall be commenced or enjoyed until the plans of such works have been submitted to the Governor in Council, and his sanction thereto has been obtained.

Navigation not to be interfered with.

Approval of plans.

Supply of power.

9. The Company may supply water and hydraulic, electric, water or other power for use for any purposes by means of cables, machinery or other appliances, and at such rates and upon such conditions as are agreed upon, and may construct, maintain and operate works for the production, sale and distribution of electricity and pneumatic power for the purpose of light, heat and power; and construct, maintain and operate dams, intakes, tunnels, conduits and other works in the manner and to the extent required for all the purposes of the Company; and conduct, store, sell and supply electricity and pneumatic power and, with such pneumatic, electric or other conductors or devices, convey, furnish or receive such electric power, and may construct, acquire, own, use or operate mills for any manufacturing purpose.

Mills.

Works for conveying power.

10. The Company may erect towers and poles, construct trenches or conduits and do all other things necessary for the transmission of power, heat or light; provided they are so constructed as not to incommode the public use of highways or public places, or to impede the access to any building erected in the vicinity thereof, or to interrupt the navigation of any

navigable waters, but the Company shall be responsible for all damage which it causes in carrying out or maintaining any of its works.

Use of canal for all vessels.

11. The Company may use, maintain and operate its canal and hydraulic raceway as a navigable stream or waterway for the passage of steam and other vessels, and for such purpose may construct, own, lease, charter, deal in and maintain all necessary wharfs, piers, docks, bridges, basins, locks, weirs, dams, ways, roads, warehouses, elevators and works of a like or similar nature, and steam and other vessels, necessary or expedient for the construction, use, operation and maintenance of the said canal and hydraulic raceway.

Construction of works and vessels.

Tramway.

12. The Company may lay out, construct and operate a tramway of the gauge of four feet eight and one-half inches on the Company's right of way, and may operate the said tramway by electricity or compressed air, and may construct it in sections if desired, and may connect it with any railway.

Steam may not be used as motive power.

2. Steam may be used for the purpose of constructing the said tramway, but shall not be used as motive power for its operation.

1903, c. 58.

3. *The Railway Act*, 1903, when not inconsistent with this Act, shall apply to the said tramway.

Stock in other companies.

13. The Company may hold stock in any corporation created for or engaged in the production or use of power, light or heat, and may hold stock in any corporation which contracts to purchase, lease or use any power or property of the Company, and its stock may also be held and voted on by any such corporation having the right to acquire it.

Issue of paid-up stock.

14. The directors may make and issue as paid up and non-assessable stock, shares in the company in payment for any contract, franchise, property, undertaking, privilege, right or power which may be assigned or transferred to it, or which it may acquire by virtue of this Act, at such rate as they deem expedient, to engineers or contractors, or for right of way, material, plant, buildings or lands, or the construction or equipment of the works or any part thereof, or for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares or other securities of the Company, or in or about the promotion of the Company or the conduct of its business.

Borrowing powers.

15. If authorized by by-law sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering the by-law, the directors may from time to time—

(*a.*) borrow money upon the credit of the Company ;

(*b.*) limit or increase the amount to be borrowed ;

(*c.*) issue bonds, debentures or other securities of the Company, and pledge or sell them for such sums and at such prices as may be deemed expedient ; but no such bonds, debentures or other securities shall be for a less sum than one hundred dollars each ;

(*d.*) hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any such debentures or other securities and any money borrowed for the purposes of the Company.

No restriction as to bills and notes.

2. The limitations and restrictions contained in this section shall not apply to the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.

Telephone and telegraph lines.

16. The Company may, subject to the provisions contained in section 10 of this Act, construct a telephone line and a telegraph line in connection with and for the purposes only of its watercourse and raceway and the works connected with and the business done by the Company.

Supply of electric light, etc., to municipalities.

17. The Company may make agreements with the council of the corporation of any municipality within a practical distance of the Company's works for a supply of electric heat, light, power and water upon such terms as are agreed upon, and for the purpose of supplying any municipality or inhabitant thereof with water or electric heat, light or power, and the Company may, with the approval of the Governor in Council, construct, lay down and operate overhead or underground wires, ways, mains, conduits or other conductors of water, electric heat, light or power through any other municipality after obtaining the consent of the last mentioned municipality by by-law duly passed by the council thereof.

Aid to Company.

18. The Company may receive aid toward the construction, equipment and maintenance of the works hereby authorized by way of gift, bonus, or loan of money or debentures or other securities for money, or by way of guarantee, or exemption from taxation or assessment.

Expropriation of lands.

19. Lands actually required for the construction, maintenance or operation of the power canals, watercourses, raceways, reservoirs, dams, booms, piers, dykes, transforming stations, wheel pits, storage plant, conduits, transmission lines or other necessary equipment and works of the Company may be taken and used by the Company, and to this end, after plans of such works and the lands required therefor have been approved of by the Governor in Council, all the provisions of *The Railway Act*, 1903, which are applicable to such taking and using shall, so far as they are applicable thereto, and *mutatis mutandis*, apply as if they were included in this Act; and all the provisions of *The Railway Act*, 1903, which are applicable shall, in like manner, *mutatis mutandis*, apply to the valuation and payment of the compensation for, or damages to, lands arising out of such taking and using, or the construction, maintenance and operation of the works and undertaking of the Company or the exercise of any of the powers of the Company.

1903, c. 58,

Compensation.

Limitation as to lands which may be taken.

2. This section shall apply only to lands situated within the limits of the town of Dunnville and the townships of Moulton, Wainfleet, Gainsborough, Clinton and Louth, and outside these limits shall be restricted to lands that may be required for the purposes of the transmission lines of the Company.

3. The word "lands" shall include any privilege or easement required by the Company for constructing or operating the works authorized by this Act over or along any land without the necessity of acquiring a title in fee simple. "Lands."

20. The construction of the works of the Company shall be commenced within three years and completed within six years after the passing of this Act, otherwise the powers hereby granted shall cease and be null and void as respects so much of the said works as then remains uncompleted. Time for construction of works limited.

21. Sections 51 to 116, both inclusive, and section 195, of *The Railway Act*, 1903, so far as applicable and when not inconsistent with this Act, shall apply to the Company. 1903, c. 58.

22. *The Companies Clauses Act* shall not apply to the Company. R.S.C., c. 118.

No. 122.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Grand River and Western Power Company.

First reading, March 17, 1905.

(PRIVATE BILL.)

MR. ZIMMERMAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 123.] **BILL.** [1905.

An Act respecting the Board of the Presbyterian College, Halifax.

Preamble.

WHEREAS the Board of the Presbyterian College, Halifax, has represented that, under the authority of chapter 92 of the statutes of 1902, it holds, manages and controls the moneys, securities and funds of a certain scheme of the Presbyterian Church in Canada, Eastern Section, known as "The Aged and Infirm Ministers' Fund, Eastern Section," and whereas the said board has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1902, c. 92

Transfer of Aged and Infirm Ministers' Fund to trustees of Presbyterian Church.

1. The Board of the Presbyterian College, Halifax, may assign, transfer and set over unto the Board of Trustees of the Presbyterian Church in Canada all funds now vested in, managed and controlled by the said The Board of the Presbyterian College, Halifax, of, forming part of, or belonging to the said fund known as "The Aged and Infirm Ministers' Fund, Eastern Section," hereinafter called "the said fund," and the Board of Trustees of the Presbyterian Church in Canada may receive, take over, hold, manage, invest and administer the property, securities and funds of the said fund.

Powers of trustees in relation to fund.

2. The Board of Trustees of the Presbyterian Church in Canada may—

(*a.*) adopt, enforce and reduce into possession any mortgage, bill, note or other security for money now outstanding in favour of the said Board of the Presbyterian College, Halifax, for the benefit of the said fund;

(*b.*) collect all rates and dues payable to the said fund, and pay and disburse such rates and dues according to the rules in force governing the payment and disbursement thereof;

(*c.*) exercise all the powers, rights and authority now held and enjoyed by the said Board of the Presbyterian College, Halifax, in relation to the said fund by virtue of the said chapter 92 of the statutes of 1902, subject nevertheless to any rules, regulations and directions of the General Assembly of the Presbyterian Church in Canada now in force with respect to the administration and management of the said fund, or which may hereafter be passed or enacted by the said Assembly with respect thereto.

No. 123.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Board of the Presbyterian College, Halifax.

First reading, March 17, 1905.

(PRIVATE BILL.)

MR. SINCLAIR.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 124.] **BILL.** [1905.

An Act respecting the Farmers Bank of Canada.

Preamble.

1904, c. 77.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for giving certificate of Treasury Board extended.

1890, c. 31.

1. Notwithstanding anything contained in *The Bank Act*, or in chapter 77 of the statutes of 1904 incorporating the Farmers Bank of Canada, the Treasury Board may, within two years after the eighteenth day of July, one thousand nine hundred and four, give to the said bank the certificate required by section 14 of *The Bank Act*.

Powers of Bank to cease if certificate not obtained.

2. In the event of the said bank not obtaining the said certificate from the Treasury Board within the time aforesaid, the rights, powers and privileges conferred on the said bank by the said Act of incorporation and by this Act shall thereupon cease and determine, but otherwise shall remain in full force and effect notwithstanding section 16 of *The Bank Act*.

Acts of provisional directors confirmed.

3. The acts lawfully done and agreements lawfully entered into by the provisional directors named in the said Act of incorporation shall be and remain valid and effectual to all intents and purposes.

No. 124.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Farmers Bank of Canada.

First reading, March 17, 1905.

(PRIVATE BILL.)

MR. MARTIN,
(Wellington.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 125.] **BILL.** [1905.

An Act to incorporate the Crown Casualty Company of Canada.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition : Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble.

1. Robert Alfred Ernest Greenshields, Alexander Wardrope Greenshields Macalister, Errol Languedoc, Alexander Campbell Calder and William Dalme Garland, all of the city of Montreal, together with such persons as become shareholders in the Company, are incorporated under the name of "The Crown Casualty Company of Canada," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act shall be the first or provisional directors of the Company, of whom a majority shall be a quorum. Provisional directors.

3. The head office of the Company shall be in the city of Montreal, but the Company may establish agencies or branches elsewhere. Head office. Branch offices.

4. The capital stock of the Company shall be fifty thousand dollars, divided into shares of one hundred dollars each. Capital stock.

2. The directors, with the consent of the majority in value of the shareholders present or represented by proxy at any meeting of shareholders called for the purpose, may increase the capital stock of the Company from time to time to an amount not exceeding in all the sum of two hundred thousand dollars, subject to the conditions in section 5 hereof. Increase of capital.

5. Ten per cent upon the stock subscribed shall be paid at the time of subscription; no subsequent call shall exceed ten per cent, nor be made at periods of less than two months interval : Provided that no instalment shall be payable, unless thirty days notice thereof has been given in one newspaper published in the city of Montreal, and by circular addressed to each shareholder at his last known address. Calls on stock.

2. If any shareholder refuses or neglects to pay any instalment due upon any share held by him at the time when he is required to do so, such shareholder shall forfeit such share, together with the amount previously paid thereon, and such Forfeitures of shares for non-payment.

Disposal thereof.

Proviso.

forfeited share may be sold at public sale by the directors, after such notice as they direct, and the moneys arising therefrom shall be applied for the purposes of this Act: Provided that in case the amount produced by any sale of shares is more than sufficient to pay all arrears and interest, together with the expenses of such sale, the surplus money shall be paid on demand to the owner, and no more shares shall be sold than are deemed necessary to pay such arrears and expenses.

First general meeting.

Notice.

Election of directors.

6. So soon as twenty-five thousand dollars of the capital stock has been subscribed, and ten per cent of that amount paid into some chartered bank in Canada, the directors may call a general meeting of the shareholders at some place to be named in the city of Montreal, giving at least ten days notice thereof by registered letter mailed to each shareholder to his address as then given in the books of the Company, at which meeting the shareholders present or represented by proxy shall elect a board of five directors, a majority of whom shall be a quorum.

Quorum and qualification of directors.

2. No person shall be a director unless he is the holder of at least ten shares of the capital stock of the Company and has paid all amounts due thereon.

Annual meeting.

Notice.

7. The annual general meeting of the shareholders for the election of directors and other purposes shall be held on the second Wednesday in March in each year at the city of Montreal, or at such other place in Canada as is appointed by by-law of the Company, and notice of the hour and place of such meeting shall be given in the manner required in the next preceding section, and by advertisement published at least twice within ten days prior thereto in some newsapaper published in the city of Montreal.

Business of Company.

Glass insurance.

Sprinkler insurance.

Boiler insurance.

Elevator liability.

Re-insurance.

8. The Company may make contracts of insurance against loss of, or damage to, plate or other glass ; against loss of, or damage to, property, and against liability for damage caused by the accidental discharge or leakage of water from automatic sprinklers ; against loss of, or damage to, property and against liability for damage for an accident resulting in loss of life or personal injury caused by the explosion, collapse or rupture of steam boilers ; against loss or liability for damages on account of bodily injuries fatal or non-fatal suffered by any person while in the car of an elevator or in an elevator or hoistway thereof, or while entering upon or alighting from such car; and the Company may cause itself to be insured against any loss by the risk it incurs in the course of its business.

Amount to be paid up before business commenced.

9. The Company shall not commence the business of insurance until at least ten thousand dollars have been paid into some chartered bank in Canada on account of the capital stock.

Investment of funds.

10. The Company may invest its funds in any of the public securities of Canada or of any province thereof, or the bonds or debentures of any incorporated city, town or municipality, and may change such investments from time to time.

11. Notwithstanding anything therein contained, *The Companies Clauses Act*, except sections 18 and 39 thereof, shall apply to the Company. R.S.C., c. 118.

12. This Act, and the Company, and the exercise of the powers hereby conferred, shall be subject to *The Insurance Act*. R.S.C., c. 124

No. 125.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to incorporate the Crown Casualty Company of Canada.

First reading, March 17, 1905

(PRIVATE BILL.)

MR. GERVAIS.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 128.] **BILL.** [1905.

An Act to amend to Canada Temperance Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts of follows:—

1. Subsection 2 of section 119 of *The Canada Temperance Act*, chapter 106 of the Revised Statutes, as amended by section 12 of chapter 34 of the statutes of 1888, is repealed. R.S.C., c. 106, s. 119 amended.

No. 128.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Canada Temperance Act.

First reading, March 29, 1905.

Mr. Gervais.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 131.] **BILL.** [1905.

An Act respecting the Vancouver and Coast-Kootenay Railway Company.

Preamble.

WHEREAS the Vancouver and Coast-Kootenay Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

B.C., 1902, c. 9.
1903, c. 199.

1903, c. 199, section 11 repealed.

1. Section 11 of chapter 199 of the statutes of 1903 is repealed.

Time for construction of railways extended.

2. The Vancouver and Coast-Kootenay Railway Company may commence the construction of its railways, and expend fifteen per cent of its capital stock thereon, within two years after the passing of this Act, and may finish the railways and put them in operation within five years after the passing of this Act, and if the railways are not so commenced and such expenditure is not so made, or if the railways are not finished and put in operation, within the said respective periods, the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railways as then remains uncompleted.

No. 131.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Vancouver and Coast-Kootenay Railway Company.

First reading April 7, 1905.

(PRIVATE BILL.)

Mr. Macpherson.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 132.] **BILL.** [1905.

An Act to amend the Government Railways Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

Running powers over G. T. R. between Montreal and Coteau Junction and over Canada Atlantic Ry.

1. The Minister shall, subject to the provisions of this Act, have, for the development of and in connection with the business of any Government railway in his charge or direction by virtue of *The Government Railways Act*, running powers over that portion of the line of the Grand Trunk Railway Company between Montreal and Coteau Junction, and over all the lines and tracks of the system known as the Canada Atlantic Railway System extending from Coteau Junction to Parry Sound and the Georgian Bay, as the said lines and tracks now exist or as they are hereafter extended.

R.S.C., c. 38.

Running powers defined.

2. Such running powers shall consist of the right, in perpetuity or for such period or periods from time to time as the Governor in Council determines, with the engines of any such Government railway, to run alone or with trains, passenger, freight or mixed, as frequently and at such times as the Minister sees fit, each way, daily or otherwise, over the said lines and tracks, and shall include the right, from time to time as the Minister deems desirable, to use any or all of the terminals, buildings, stations, tracks, sidings, fixtures and appurtenances in connection with, appertaining to or forming part of the said railways, lines and tracks to which such running powers extend as aforesaid, as they now exist or as they or any of them are hereafter extended, constructed or reconstructed, and any other terminals, buildings, stations, sidings, fixtures or appurtenances in addition thereto or in lieu thereof, now or hereafter owned, leased or used in connection with the said railways to which the said running powers extend, or by the Government for the purposes of any such Government railway.

What business may be done.

3. In exercising any such running powers, the Minister shall have the power to do a through freight and passenger business and a local passenger business.

Tariffs.

4. The Minister shall submit tariffs of the tolls to be charged for the carriage of traffic upon the said lines and tracks to which such running powers extend to the Board of Railway Commissioners for Canada, in the manner in *The Railway Act*, 1903, provided for the submission of tariffs by railway companies to such Board, and the said Board shall

1903, c. 58

have the like jurisdiction with regard to the approval, disallowance and substitution of tariffs so submitted by the Minister as it has under *The Railway Act*, 1903, in the case of the tariffs submitted by railway companies.

Conditions of running powers to be determined by Board of Railway Commissioners.

5. The terms and conditions, and the payment or compensation, upon, for or subject to which the said running powers may be so exercised shall, subject to this Act, be determined by the Board of Railway Commissioners for Canada upon the application of the Minister in accordance with the rules of procedure of the said Board, subject to the right of appeal to the Supreme Court of Canada.

No. 132.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Government Railways Act.

First reading, April 10, 1905.

MR. EMMERSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 134.] **BILL.** [1905.

An Act to incorporate the Provident Savings Association, Limited.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Louis Adolphe Mongenais, Joseph Duclos, Louis Octave Demers, Joseph Amédée Lamarche and Léon Joseph Mouton, all of the city of Montreal, together with such persons as become shareholders of the company, are incorporated under the name of "The Provident Savings Association, Limited," hereinafter called "the Company." Incorporation. Corporate name.

2. The Company may be described as and called in the French language "La Caisse de Prévoyance (Limitée)." Name in French language.

2. The persons named in section 1 of this Act shall be the first or provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be twenty-five thousand dollars, divided into shares of one hundred dollars each. Capital stock.

2. The capital stock of the Company may be increased, from time to time, to an amount not exceeding one hundred thousand dollars, by a vote of the majority of the shareholders present or represented by proxy at a meeting called for the purpose; and such stock shall be issued and allotted as the directors determine. Increase of capital.

4. The head office of the Company shall be in the city of Montreal, in the province of Quebec. Head office.

5. The first general meeting of the shareholders shall be held within twelve months after the passing of this Act, upon a date to be fixed by the provisional directors, and each subsequent annual meeting shall be held at such date, place and hour as is fixed by by-law of the Company, or by the directors in the absence of such a by-law. First general meeting. Annual meeting.

6. The number of directors shall be five, three of whom shall constitute a quorum. Directors.

7. The Company may— Powers of Company.

(*a.*) underwrite, buy, pledge and otherwise deal in, for cash or on the instalment plan, stocks, bonds, debentures or obliga- Dealing in stocks, etc.

tions of corporations, whether secured by mortgage or otherwise, and Dominion, Provincial, British, foreign or other public securities, with the privileges and rights thereto attached ;

Storage of property.

(*b.*) construct, lease and maintain buildings for the storage of personal property, and may act as agent, consignee and bailee thereof, and may take personal property for deposit and safekeeping, on such terms as are agreed upon ;

General agency.

(*c.*) act generally as agent or attorney for the transaction of business, the management of estates, and the investment and collection of moneys, rents, interests, dividends, mortgages, bonds and other securities ;

Agency respecting bonds, etc.

(*d.*) act as agent for issuing, pledging, selling or purchasing stocks, bonds, debentures and other obligations as aforesaid, and for registering and countersigning the transfers and certificates thereof;

Shares in other companies.

(*e.*) hold and own shares and bonds in any corporation carrying on business or operations similar to the business and operations of the Company;

Business of other companies.

(*f.*) acquire, hold and dispose of the properties, assets and business of any person carrying on any business or operation similar or incidental to those which the Company is hereby authorized to carry on, and may assume any liabilities connected therewith ;

Issue of paid-up shares.

(*g.*) issue paid up shares and bonds for the payment of the purchase price of any of the said property, assets and business, and for any other property which can be utilized in the operations of the Company, and for services rendered to it, and may issue paid up shares and bonds in payment of the purchase price of shares in any other company doing business or carrying on operations similar or incidental to the business which the Company is hereby authorized to carry on ;

Borrowing powers.

(*h.*) borrow money at such rates of interest as are agreed upon, and secure such money by mortgages, hypothecs, stocks, bonds or other securities belonging to the Company.

No. 134

1st Session, 10th Parliament, 4-5 Edward VII.,

BILL.

An Act to incorporate the Provi
Savings Association, Limited.

First reading, April 12, 1905.

(PRIVATE BILL.)

MR. GERVAIS

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 139.] **BILL.** [1905.

An Act respecting the Vancouver, Victoria and Eastern Railway and Navigation Company.

Preamble.

WHEREAS the Vancouver, Victoria and Eastern Railway and Navigation Company, incorporated by chapter 75 of the statutes of 1897, of the Province of British Columbia, and referred to in chapter 89 of the statutes of 1898, chapter 111 of the statutes of 1902 and chapter 137 of the statutes of 1904 of Canada, and hereinafter called "the Company," has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

B.C., 1897, c. 75. 1898, c. 89; 1902, c. 111; 1904, c. 137.

Declaratory.

1. The Company as now organized is hereby declared to be, and to have been since the passing of the Act, chapter 89, of the statutes of 1898, a body corporate and politic within the legislative authority of the Parliament of Canada, with power to lay out, construct, equip, maintain and operate the railway and other works described in chapter 75 of the statutes of 1897 of British Columbia and, so far as the legislative authority of the Parliament of Canada extends thereto, with all the other powers set forth in the said provincial Act except in so far as any provision of the said provincial Act granting such powers is inconsistent with *The Railway Act*, 1903; and this Act and the said Acts, chapter 89 of the statutes of 1898, chapter 111 of the statutes of 1902, chapter 137 of the statutes of 1904 and *The Railway Act*, 1903, shall hereafter, except as aforesaid, apply to the Company and to its undertaking instead of the said Provincial Act and "The British Columbia Railway Act."

1898, c. 89.

B.C., 1897, c. 75.

Statutes of Canada exclusively to apply to Company.

Existing proceedings not affected.

2. Nothing in this Act shall affect any suit, action or other proceeding now pending, or judgment rendered, or order made, before the date of the passing of this Act.

Line of railway authorized.

2. The Company may, in addition to the lines of railway already authorized, construct, and operate a railway from Olivers on the line of the Victoria Terminal Railway and Ferry Company to the south bank of the Fraser River near Liverpool, and to connect with the bridge over the Fraser River near Liverpool.

Present powers shall apply to.

2. All powers of the Company in relation to its railway already authorized shall apply to the railway authorized by sub-section 1 hereof.

Connection with railways in State of Washington.

3. The Company may, at such points on the International boundary line between the west bank of the Similkameen

River and the Columbia River as the Company deems expedient, for the purpose of avoiding difficulties in construction, make connections between the Company's railway and any railways in the State of Washington owned, controlled or operated by any railway company authorized to make such connections; and may enter into any agreements for the lease of any portion of such railways necessary to effect the purpose aforesaid or for the obtaining of running rights over such portion; and may construct, aid in the construction of, and, when constructed, maintain and operate such portion as part of the continuous line of the Company's railway instead of the line authorized by the Acts relating to the Company and by this Act.

Agreements with other companies.

4. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Vancouver, Westminister and Yukon Railway Company, the Victoria Terminal Railway and Ferry Company, and the New Westminister Southern Railway Company or any of them.

Declaratory as to railways of such companies.

2. Upon any such agreements being entered into the railway or portion thereof to which such agreements apply shall thereupon become and is hereby declared to be a work for the general advantage of Canada, and may be operated as a portion of the railway of the Company.

Time for construction of railways extended.

5. The construction of the railways authorized by the said Act of the Province of British Columbia and by this Act may be commenced within two years after the passing of this Act, and the said railways may be finished and put in operation within five years after the passing of this Act; and if the said railways are not so commenced, or are not finished and put in operation, within the said respective periods, the powers granted for such construction shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

1898, c. 89, s. 4, and 1904, c. 137, repealed.

6. Section 4 of chapter 89 of the statutes of 1898, and chapter 137 of the statutes of 1904, are repealed.

No. 139.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Vancouver, Victoria and Eastern Railway and Navigation Company.

First reading, April 14, 1905.

(PRIVATE BILL.)

Mr. Ross,
(Yale-Cariboo.)

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 140.] **BILL.** [1905.

An Act respecting the North-west Coal and Coke Railway Company, and to change its name to "The Great West Railway Company.

WHEREAS the North-west Coal and Coke Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 167.

1. The name of the North-west Coal and Coke Railway Company, hereinafter called "the Company," is changed to "The Great West Railway Company;" but such change of name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed. Name changed. Saving.

2. The construction of the Company's railway may be commenced and fifteen per cent on the amount of the capital stock expended thereon within two years after the twenty-fifth day of June, one thousand nine hundred and five, and the railway finished and put in operation within five years after the twenty-fifth day of June, one thousand nine hundred and five; and if the railway is not commenced and such expenditure is not made, or if the railway is not finished and put in operation, within the said respective periods, the powers granted to the Company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted. Time extended.

3. Section 11 of chapter 167 of the statutes of 1903 is repealed. 1903, c. 167, s. 11 repealed.

No. 140.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the North-west Coal and Coke Railway Company, and to change its name to "The Great West Railway Company."

First reading April 14, 1905.

(PRIVATE BILL.)

MR. GALLIHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 141.] **BILL.** [1905.

An Act respecting the Kaslo and Lardo-Duncan Railway Company.

Preamble.

WHEREAS the Kaslo and Lardo-Duncan Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1897, c. 48; 1900, c. 61.

1900, c. 61, new s. 2.

1. Section 2 of chapter 61 of the statutes of 1900 is repealed, and the following is substituted therefor:—

Time for completion of railway extended.

"**2.** The Kaslo and Lardo-Duncan Railway Company hereinafter called "the Company," may complete the railway which by its Act of incorporation it was authorized to construct, or any portion thereof, within five years after the seventh day of May, one thousand nine hundred and five, provided that as to so much thereof as is not completed within that period the powers of the Company shall cease and determine."

No. 141.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL

An Act respecting the Kaslo and Lardo-Duncan Railway Company.

First reading, April 14, 1905.

(PRIVATE BILL.)

MR. GALLIHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 142.] **BILL.** [1905.

An Act for the relief of Edward Norman Lewis, a Member of the House of Commons.

WHEREAS Edward Norman Lewis was, on the third day of November, one thousand nine hundred and four, elected a Member of the House of Commons of Canada for the Electoral District of the West Riding of Huron; and whereas the said Edward Norman Lewis duly took his seat as a Member of the said House of Commons on the eleventh day of January, one thousand nine hundred and five, and has since sat and voted therein as such Member; and whereas, by a bond dated on the thirteenth day of February, one thousand nine hundred and three, the said Edward Norman Lewis, with Thomas Gundry and Albert M. Polley, became bound to the Honourable the Postmaster General of Canada in the sum of four hundred dollars, to be paid to the said Postmaster General in case the said Thomas Gundry failed to carry out a contract made by the said Thomas Gundry with the said Postmaster General under which the said Thomas Gundry contracted to carry the mails between the post office and the Grand Trunk Railway station in Goderich in consideration of being paid the sum of seven and seven-tenths cents per double trip; and whereas the said Edward Norman Lewis was not in any way interested in the said contract and did not, directly or indirectly, alone or with any other, by himself or by the interposition of any trustee or third party, hold, enjoy, undertake or execute the same or any other contract or agreement, expressed or implied, for which any public money of Canada was or is to be paid; and whereas the said Edward Norman Lewis, since the said eleventh day of January, one thousand nine hundred and five, has been discharged and released from the said bond: Therefore, for the quieting of doubts, His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble

1. Edward Norman Lewis, a Member of the House of Commons for the Electoral District of the West Riding of Huron, is hereby indemnified and exonerated from all liability to any penalty or other responsibility, and from any suit, demand or judgment which may have been or may be hereafter brought or rendered against him, with respect to any penalty or responsibility for sitting or voting as aforesaid or hereafter while not otherwise disqualified. Edward Norman Lewis, indemnified.

2. This Act may be pleaded as a bar and discharge to any action or suit pending or which may be brought against Edward Norman Lewis for any matter, cause or thing mentioned in this Act, and shall also be a discharge of any judgment for any such penalty as is mentioned in the next preceding section and any costs on such judgment. This Act may be pleaded in bar.

No. 142.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act for the relief of Edward Norman Lewis, a member of the House of Commons.

First reading, April 14, 1905.

MR. FITZPATRICK.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 148.] **BILL.** [1905.

An Act to amend the Act respecting the incorporation of Live Stock Record Associations.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. Section 5 of the *Act respecting the incorporation of Live Stock Record Associations*, chapter 33 of the statutes of 1900, is amended by adding thereto the following paragraph :— 1900, c. 33, s. 5 amended.

"(*g.*) the exercise, in conjunction with any other association or associations incorporated under this Act, of any of its powers or functions through a common officer or officers to be appointed by such associations."

2. The said Act is further amended by adding thereto the following section :— Section added.

"**14.** At the request of any association incorporated under this Act, authorized at the annual meeting or at a meeting called for that purpose, the Minister of Agriculture may, through an officer of his Department, thereunto authorized by him, approve, under the hand of that officer and the seal of his Department, or such other seal as is adopted for that purpose, the certificates of registration issued by such association." Government approval of certificates of registration.

No. 148.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Act respecting the incorporation of Live Stock Record Associations.

First reading, April 28, 1905.

MR. FISHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 147.] **BILL.** [1905

An Act to amend the Seamen's Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada enacts as follows:—

R.S.C., c. 74, ss. 7, 16 and 18 not to apply to British Columbia.

1. Sections 7, 16 and 18 of *The Seamen's Act*, chapter 74 of the Revised Statutes, shall not apply to shipping masters or deputy shipping masters in British Columbia.

Special provision as to engaging seamen in that province.

2. In that province, every shipping master may appoint any person as deputy shipping master, and every shipping master and deputy shipping master may, until fees therefor are established by the Governor in Council, receive any remuneration agreed upon for hiring or supplying any seaman for any ship.

3. Notwithstanding the next preceding subsection, the sum which the owner or master of a ship engaging or discharging a seaman in a shipping office in British Columbia may deduct from the seaman's wages under section 17 of *The Seamen's Act*, shall not exceed what it would be if section 16 thereof were in force in that province.

No. 147.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Seamen's Act.

First reading, April 18, 1905.

MR. PRÉFONTAINE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

[CORRECTED.]

No. 148.] **BILL.** [1905.

An Act to amend the Act respecting the incorporation of Live Stock Record Associations.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1900, c. 33, s. 5 amended

1. Section 5 of the *Act respecting the incorporation of Live Stock Record Associations*, chapter 33 of the statutes of 1900, is amended by making the following addition thereto:—

"And may provide for—

"(*g.*) the exercise in conjunction with any other association or associations incorporated under this Act of any of its powers or functions through a common officer or officers to be appointed by such associations."

Section added.

2. The said Act is further amended by adding thereto the following section:—

Government approval of certificates of registration.

"**14.** At the request of any association incorporated under this Act, authorized at the annual meeting or at a meeting called for that purpose, the Minister of Agriculture may, through an officer of his Department, thereunto authorized by him, approve, under the hand of that officer and the seal of his Department, or such other seal as is adopted for that purpose, the certificates of registration issued by such association."

No. 148.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

[CORRECTED.]

BILL.

An Act to amend the Act respecting the incorporation of Live Stock Record Associations.

First reading, April 28, 1905.

MR. FISHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 151.] **BILL.** [1905.

An Act to incorporate *L'Union Saint-Joseph du Canada.*

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble

1. Olivier Durocher, F. R. E. Campeau, A. L. Pinard, A. Allard, L. A. E. St. Pierre, S. C. Larose, R. Chevrier, A. Dostaler, C. S. O. Boudreault, G. W. Séguin, G. L. Fink, J. N. Rattey, F. H. Laperrière and N. A. Belcourt, all of the city of Ottawa, in the province of Ontario; J. A. St. Denis, A. E. Brunet and J. A. Duhamel, all of the city of Montreal, in the province of Quebec; the Reverend J. Chatelain, of Thurso, P.Q.; D. Danis, of Cornwall, Ontario; the Reverend P. S. Hudon, of Rockland, Ontario; J. S. Tetreault, of Sherbrooke, P.Q.; T. Rochon, of Clarence Creek, Ontario; Art. Caron, of Hull, P.Q.; P. H. Bédard and Albert Boulet, of Quebec, P.Q.; and C. B. Major, of Hull, P.Q., members of the incorporated society called "The Saint Joseph Union Society of the city of Ottawa," together with such persons as are or become members of the said society or of the society hereby incorporated, are incorporated under the name of "L'Union Saint Joseph du Canada," hereinafter called "the Society," for the following purposes and objects:— Incorporation. Corporate name.

(*a.*) to unite fraternally all persons entitled to membership under the constitution and laws of the Society; and the word "laws" shall include general laws and by-laws; Objects.

(*b.*) to give all moral and material aid in its power to its members and those dependent upon them;

(*c.*) to educate its members socially, morally and intellectually;

(*d.*) to establish one or more funds for the relief of sick and distressed members.

(*e.*) to establish one or more benefit funds from which, on satisfactory evidence of the death of a member of the Society who has complied with all its lawful requirements, a sum not exceeding three thousand dollars shall be paid to the widow, orphans, dependents, or other beneficiaries whom the member has designated, or to the personal representatives of the member; or from which, upon the completion of the expectancy of life of a member, as laid down in the said constitution and laws, such sum shall be paid to himself;

(*f.*) to secure for its members such other advantages as are, from time to time, designated by the constitution and laws of the Society.

Head office.

2. The head office of the Society shall be in the city of Ottawa.

"District Council." "Local Councils."

"Receiving Offices."

3. Subject to the constitution and laws of the Society, branches, under the names of "District Councils" and "Local Councils," may from time to time be established under the title designated by the society constituting such branches, and offices under the name of "Receiving Offices" may also from time to time be established under the title designated by the Society; and the branches and offices of "The Saint Joseph Union Society of the city of Ottawa" already established, shall, subject to the constitution and laws of the Society, continue to be branches and offices of the Society under their present names, or such other names as may hereafter be given to them by the Society, with such powers and authority as the Society may confer upon or delegate to the said branches and offices.

Management of Society.

"Federal Council."

4. The affairs of the Society shall be administered by a council called "the Federal Council," composed of representatives whose number shall not exceed one hundred, in addition to the officers of the council called the Executive Council, the Censors, and the Superior Chancellors, who shall be *ex officio* members of the Federal Council, such representatives, officers, Censors and Superior Chancellors to hold office for the term of two years or more. Each District Council, subject to the limitation of the representatives to one hundred as aforesaid, shall be entitled to elect as many representatives to the Federal Council as there are units in the number which represents the proportion which the total number of members of the Society resident within such district bears to two per cent of the total number of members of the Society wherever resident, but no member of the Society who is not in good standing and the holder of a policy of the Society for at least one thousand dollars shall be eligible for election as an officer of the Federal Council.

Constitution and by-laws.

2. The Federal Council, subject to the provisions of this Act, shall have power to frame the constitution of the Society and enact such laws as are deemed necessary by such council for the carrying out of the objects of the Society.

Real property which may be held.

5. The value of the real property which the Society may hold shall not exceed in cities of over fifty thousand inhabitants one hundred thousand dollars, and in any other place in which a branch of the Society is established, ten thousand dollars; and the Society may, by by-law, determine the manner in which such real property shall be held and conveyed, subject always to the laws of the province in which real estate is situate; provided always that no part of the endowment funds shall be used for such purposes.

Investment of funds.

6. The funds of the Society shall be invested in mortgages which are a first charge on land held in fee simple, or in deposits with or registered debentures of loan and investment companies, or in debentures of municipal or school corporations, or in securities of the Dominion of Canada or any of the provinces thereof, or by way of loan to any of the Roman Catholic Epis-

copal corporations incorporated in Canada, or shall be deposited in a chartered bank in Canada; but the Society shall sell any real estate and property which it acquires by the foreclosure of any mortgage, hypothec or lien within seven years after it has been so acquired, otherwise it shall revert to the previous owner or to his heirs or assigns.

Insurance policies.

7. There shall be printed in legible type and in red ink upon every policy or certificate hereafter issued by the Society, as well as upon every application therefor, the following words: "The insurance undertaken by this Society comes under the exception contained in section 43 of *The Insurance Act* applicable to fraternal and benevolent associations, and is not subject to Government inspection."

Notice as to kind of insurance.

Penalty when notice not given.

8. Every officer of the Society and every other person who transacts business on behalf of the Society who issues, circulates or uses or who causes to be issued, circulated or used any policy of insurance or endowment certificate, or application for membership, on which the notice provided for in the next preceding section is not printed shall, on summary conviction thereof before any two justices of the peace or any magistrate having the powers of two justices of the peace, incur and be liable to the penalties mentioned in section 22 of *The Insurance Act*; and every pecuniary penalty so recovered shall be applied in the manner provided by the said section.

Existing constitution and officers continued.

9. Pending the adoption of a constitution by the Society, the enactment of laws for the governance of the Society and the election of officers of the Society, the constitution, laws and officers of the incorporated society known as "The St. Joseph Union Society of the City of Ottawa," in so far as the said constitution and laws are not inconsistent with this Act, shall be the constitution, laws and officers of the Society.

A copy of the constitution and laws to be deposited with Secretary of State and Superintendent of Insurance.

10. Within three months after the passing of this Act, a certified copy of the constitution and laws of the Society and of its form of insurance policy or contract shall be deposited with the Secretary of State of Canada and with the Superintendent of Insurance, and copies of any future changes or amendments thereto shall be so deposited within three months from their adoption by the Society, and in default of compliance with any provision of this section the Society shall incur a penalty of ten dollars for each day during which such default continues.

Property of incorporated society vested in the Society.

11. The property of the incorporated society called "The St. Joseph Union Society of the City of Ottawa" is hereby vested in the Society, and the Society is hereby subrogated to all the rights, privileges and interests of the said St. Joseph Union Society of the City of Ottawa of every nature and kind whatsoever, and the Society is hereby authorized to take over and assume all the contracts of insurance, obligations and liabilities of the said St. Joseph Union Society of the City of Ottawa.

4

Subsequent legislation respecting insurance.

12. Nothing herein contained shall be held to exempt the Society from the effect of any legislation hereafter passed by the Parliament of Canada with respect to any insurance powers exercised by friendly societies.

No. 151.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to incorporate *L'Union Saint-Joseph du Canada.*

First reading, May 11, 1905.

(PRIVATE BILL.)

MR. BELCOURT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 156.] **BILL.** [1905.

An Act to amend the North-west Territories Representation Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. Subsection 1 of section 4 of *The North-west Territories Representation Act*, chapter 7 of the Revised Statutes, as the said subsection is enacted by section 1 of chapter 11 of the statutes of 1895, is amended by adding at the end thereof the following proviso :—" Provided that except as hereinafter provided an elector may only vote at the polling station of the polling division in which he is a resident at the time of voting." R.S.C., c. 7, section 4 amended. Voting.

2. Section 30 of the said Act is amended by adding thereto the following subsections :— Section 30 amended.

" 2. One of the places where copies of the list are to be so posted up shall be the post office nearest to the place appointed as the polling station for the polling division, or, if there be no such post office, a conspicious place outside and adjoining the main entrance to such polling station. Posting of lists.

" 3. The enumerator shall attach to each of the two copies posted up by him, a written notice signed by him designating a place and time where and when electors may conveniently find him during at least two consecutive hours on every day, except Sunday, of the eight days next before the polling day." Notice by enumerator.

3. Section 48 of the said Act is amended by adding thereto the following subsection :— Section 48 amended.

" 2. In issuing such certificates every enumerator shall comply with the following requirements :— Issue of certificates to certain officers and agents.

" (*a.*) not more than three certificates shall be issued to the agents of any candidate ;

" (*b.*) the certificates shall show the date of issue and be signed by the enumerator ;

" (*c.*) the certificates issued by each enumerator shall be numbered consecutively in the order of issue ;

" (*d.*) the certificates shall not be issued in blank ;

" (*e.*) each certificate shall contain in writing the name of the person to whom it is issued, and shall state that he is a qualified elector, the polling division in which he is entitled to vote, and, if he is a deputy returning officer, agent or poll clerk, the polling station for which he is appointed."

New section 49.

4. Section 49 of the said Act is repealed and the following is substituted therefor:—

Filing of certificate.

"**49.** In case any vote is recorded, as provided in the next preceding section, in a polling division other than that in which the voter resides, the voter shall file with the deputy returning officer the certificate provided for in that section;

Entry in poll book.

and there shall be entered in the poll book opposite the voter's name in the column for "remarks" a memorandum stating that he has voted under such certificate, giving the number thereof, and stating also the particular office or position which the voter is filling at the polling station."

Form of oath amended.

5. Oath No. 1 in form P in the schedule to the said Act, as the said oath is enacted by section 3 of chapter 11 of the statutes of 1895, is amended by inserting after the word "election" in the sixth line thereof the following words: "and that you are now resident in this polling division:"—Provided that these words shall be omitted from the oath in the case of a person voting under section 48 of the said Act.

No. 156.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the North-west Territories Representation Act.

First reading, May 16, 1905.

MR. FITZPATRICK.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 157.] **BILL.** [1905.

An Act respecting the District of Mackenzie.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

SHORT TITLE.

1. This Act may be cited as *The District of Mackenzie Act.* Short title.

INTERPRETATION.

2. In this Act, unless the context otherwise requires,— Interpretation.

(*a.*) The expression "District" means the District of Mackenzie, as described in this Act; "District."

(*b.*) The expression "Commissionor" means the Commissioner of the District; "Commissioner."

(*c.*) The expression "this Act" includes all Acts which apply to the District; "This Act."

(*d.*) The expression "intoxicating liquor" means and includes all spirits, strong waters, spirituous liquors, wines, fermented or compounded liquors or intoxicating fluids; "Intoxicating liquor."

(*e.*) The expression "intoxicant" includes opium, or any preparation thereof, and any other intoxicating drug or substance, and tobacco or tea mixed, compounded, or impregnated with opium, or with any other intoxicating drug, spirit or substance, and whether the same or any of them are liquid or solid. "Intoxicant."

(*f.*) The expression "improved arm" means and includes all arms except smooth bore shot guns; "Improved arm."

(*g.*) The expression "ammunition" means fixed ammunition or ball cartridge. "Ammunition."

BOUNDARIES.

3. All that territory bounded as follows, that is to say, on the west by the Yukon Territory, an the south by the Provinces of British Columbia, Alberta and Saskatchewan, on the east by the second meridian in the system of Dominion lands surveys as the said meridian may hereafter be defined in accordance with the said system, and on the north by that part of the Arctic Ocean called Beaufort Sea and by the middle of the straits between the main land of the continent on the south and Baring, Prince Albert, Wollaston and Victoria Lands on the north, including the islands within twenty miles of the shore of Beaufort Sea as far west as the most westerly channel of the delta of the Mackenzie River,—is hereby established as a separate district or territory under the name of the District of Mackenzie. Boundaries of the District.

Lieutenant Governor.

4. The Lieutenant Governor of the Province of Alberta, or the person acting as such Lieutenant Governor, shall *ex-officio* be the Commissioner of the District of Mackenzie.

Council and its powers.

5. The Governor in Council may constitute and appoint, by warrant under his sign manual, not more than ten and not less than five persons, to be members of a Council to aid the Commissioner in the administration of the affairs of the District, and such Council shall have such powers as are, from time to time, conferred upon it by the Governor in Council.

Certain powers may be conferred by the Governor in Council.

6. The Governor in Council may, subject to such restrictions and conditions as to him seem meet, authorize and empower the Commissioner, by and with the advice and consent of the Council appointed to aid him as aforesaid, to make provision for the administration of justice in the District, and generally to make, ordain and establish all such laws, institutions and ordinances as he deems necessary for the peace, order and good government of His Majesty's subjects and others therein, and, from time to time, to repeal, alter or amend them in like manner; and any order of the Governor in Council, giving such authority to the Commissioner and his Council, shall be in force until repealed, altered or amended by the Governor in Council; but all such orders of the Governor in Council, and all laws and ordinances made by the Commissioner, with the advice and consent of his Council, shall be subject to the provisions hereinafter made.

Proviso.

Governor in Council may make certain laws.

7. Subject to the provisions of this Act, the Governor in Council may make laws for the peace, order and good government of the District, and of His Majesty's subjects and others therein, in relation to all matters and subjects in relation to which the Commissioner and his Council are not then empowered to make laws, and for that purpose may either make new laws or extend and apply and declare applicable to the District, with such amendments and modifications as he deems necessary, any Act or Acts of the Parliament of Canada, not then in force in the District or any parts thereof, and, from time to time, amend or appeal any laws so made and make others in their stead.

Power to modify certain Acts extended to the District.

8. The powers given in this Act to the Governor in Council, with respect to the Acts of the Parliament of Canada, shall belong also to the Commissioner and his Council, with respect to the subjects and matters in relation to which they are empowered to make laws, and shall extend to the modification, amendment or repeal, as to the District, of any Act of the Parliament of Canada which applies to the District, and to the vesting in any judge or judges of any court of Alberta, the power of hearing or determining in that Province, either in the first instance or in appeal, (but according to the laws in force in the District), any civil or criminal suit or case arising therein.

Restrictions as to such laws.

9. No such law, made either by the Governor in Council or by the Commissioner and his Council, shall—

(*a.*) be inconsistent with any provision of this Act or of any Act of the Parliament of Canada in force, referring to the District; or—

(*b.*) impose any tax or any duty of customs or excise, or any penalty exceeding one hundred dollars; or—

(c.) alter or repeal the punishment provided in any Act in force in the District, for any offence; or—

(*d.*) appropriate any public money, lands or property of Canada, without the authority of Parliament.

Copies to be transmitted to the Governor in Council.

10. A copy of every such law made by the Commissioner and his Council shall be transmitted by mail to the Governor in Council within ten days after the passing thereof and any such law may be disallowed by the Governor in Council at any time within two years after its passing.

Copies to be laid before Parliament.

11. A copy of every law made by the Governor in Council, or by the Commissioner and his Council, under the provisions of this Act, shall be laid before both Houses of Parliament as soon as conveniently may be after the making and passing thereof.

Laws applicable to the District.

Application of laws of England.

12. Subject to the provisions of this Act, the laws of England relating to civil and criminal matters, as they existed on the fifteenth day of July, one thousand eight hundred and seventy, shall be in force in the District, in so far as they are applicable thereto, and in so far as they have not been or are not hereafter repealed, altered, varied, modified, or affected by any Act of the parliament of the United Kingdom, or of the parliament of Canada, or any Ordinance of the Lieutenant Governor in Council or of the Legislative Assembly of the North-West Territories, applicable to the District, or by any law or ordinance af the Governor in Council or the Commissioner in Council made under the authority of this Act.

Laws, etc., continued.

13. Until otherwise provided by competent authority, and subject to the provisions of this Act, all other laws and ordinances, and all commissions, powers and authorities, in force in the territory comprised in the District when this Act comes into force shall continue in force therein.

Application of Acts of Parliament.

14. Every Act of the parliament of Canada, except in so far as otherwise therein provided, and except in so far as it is, by its terms, applicable to only one or more of the provinces of Canada, or is, for any reason, inapplicable to the District, shall, subject to the provisions of this Act, apply to and be in force in the District.

Application by Order in Council.

15. The Governor in Council may, by proclamation, from time to time direct that any Act of the parliament of Canada, or any part or parts thereof, not then in force in the District, shall be in force in the District generally, or in any part or parts thereof mentioned in such proclamation.

ADMINISTRATION OF JUSTICE.

Appointment of justice of the peace, etc.

16. The Commissioner may appoint justices of the peace and such other officers as are necessary for the administration of the laws in force in the District.

Stipendiary magistrates.

17. The Governor in Council may, from time to time, appoint, by commission under the Great Seal, one or more fit and proper persons as stipendiary magistrates within the District, who shall reside at such places as are prescribed by the Governor in Council; and the Governor in Council shall assign to any such stipendiary magistrate a yearly salary, not exceeding three thousand dollars, together with his actual travelling expenses.

Their powers.

18. Every such stipendiary magistrate shall hold office during pleasure, and shall have and exercise within the District, or within such limited portion of the same as is prescribed by the Governor in Council, the powers appertaining to any justice of the peace, or to any two justices of the peace, under the laws or ordinances from time to time in force in the District.

As to criminal matters.

19. Whenever any person is charged before a stipendiary magistrate—

Theft, etc.

(*a.*) with having committed theft, or obtained property by false pretenses, or unlawfully received stolen property, and the value of the whole property alleged to have been stolen, obtained or received, does not, in the opinion of the stipendiary magistrate, exceed one hundred dollars; or—

Attempt to commit theft.

(*b.*) with having attempted to commit theft; or—

Aggravated assault.

(*c.*) with having committed an aggravated assault; or—

Unlawfully wounding, etc.

(*d.*) with unlawfully wounding or inflicting any grievous bodily harm upon any other person, either with or without any weapon or instrument; or—

Assault on a female, etc.

(*e.*) with having committed an indecent assault upon any female whomsoever, or upon any male person whose age does not, in the opinion of the magistrate, exceed fourteen years, where such assault, if upon a female, does not, in his opinion, amount to an assault with intent to commit rape; or—

Resisting, etc., officers.

(*f.*) with having resisted or wilfully obstructed any public or peace officer in the execution of his duty, or any person acting in aid of such officer;

Punishment.

such magistrate may hear and determine the charge in a summary way, and without the intervention of a jury, and may sentence any person convicted of any such charge to such punishment as he thinks fit, by imprisonment for any term less than two years, in any jail or place of confinement, with or without hard labour, or by fine, or by both fine and imprisonment.

Trial without jury in certain cases.

20. When the maximum punishment for a crime which cannot be tried in a summary way under the section next preceding, or under any provision of the criminal law, does

ton exceed seven years' imprisonment, any such stipendiary magistrate—if the accused consents thereto—may try, in a summary way and without the intervention of a jury, any charge against any person for any such crime.

On trial for one offence conviction may be for another.

2. Whenever, upon such a trial in a summary way, the magistrate is not satisfied that the accused is guilty of the offence charged, but the circumstances are such that upon a trial before a jury under *The Criminal Code*, 1892, for the like offence, the jury might find the accused guilty of some other offence, the magistrate shall have the same power as to findings as a jury would have in the like circumstances under the said Code, and may convict the accused of such other offence, notwithstanding that such offence is one for which, under this section, the accused could not, without his own consent, have been tried in a summary way ; and the person so convicted shall be liable to the punishment by the said Code or otherwise by law prescribed for the offence of which he is so found guilty.

Trial by jury of six.

21. In the case of any such crime as in the next preceding section mentioned, when the accused does not so consent, or in the case of any crime the punishment for which is death, or the maximum punishment for which is imprisonment for more than seven years, any such stipendiary magistrate and a justice of the peace, with the intervention of a jury of six, may try any charge against any person for any such crime.

Procedure in such cases.

22. The procedure upon trials under the section next preceding shall, as far as possible, be similar to the procedure upon summary trials; but the stipendiary magistrate shall, upon every such trial, take, or cause to be taken, in writing, full notes of the evidence and other proceedings thereat, and all persons tried under the said section, shall be admitted, after the close of the case for the prosecution, to make full answer and defence by counsel learned in the law.

Death sentence to be reported.

23. When any person is convicted of a capital offence, and is sentenced to death, the stipendiary magistrate shall forward to the Minister of Justice full notes of the evidence, with his report upon the case, and the execution shall be stayed until such report is received and the pleasure of the Governor General thereon is communicated to the Commissioner.

Stay of execution.

Ordinance respecting jurors.

24. The Commissioner in Council may, from time to time, make any ordinance in respect to the summoning of juries, the enforcement of the attendance of juries, and all matters relating thereto; but no grand jury shall be called in the District.

Summoning jurors.

25. In default of any ordinance in that behalf, persons required as jurors for a trial under this Act shall be summoned by a stipendiary magistrate from among such male persons as he thinks suitable in that behalf; and the jury required on such trials shall be called from among the persons so summoned, and shall be sworn by the stipendiary magistrate who presides at the trial.

Peremptory challenges by prisoner.

26. Any person arraigned for an offence punishable with death, or an offence for which he may be sentenced to imprisonment for more than seven years may challenge, peremptorily and without cause, any number of jurors not exceeding six.

Void beyond six.

2. Every peremptory challenge beyond the number so allowed shall be void.

By the Crown.

3. The Crown may in any such case peremptorily challenge any number of jurors not exceeding six.

Challenges for cause.

4. Challenges for cause shall be the same as provided for under *The Criminal Code*, 1892.

If the list of jurors is exhausted.

27. If, from challenge or otherwise, the number of jurors summoned for the trial is exhausted, the stipendiary magistrate shall direct some constable or other person to summon, by word of mouth, from among the bystanders or from the

Tales.

neighbourhood, such number of persons as are necessary to make up a jury,—the persons so summoned being subject to challenge as those summoned by the magistrate in the first instance; and the like proceedings shall be repeated, if necessary, until a jury is obtained, competent to try the case; and

Fine for non-attendance.

any person summoned, as herein provided, to serve as a juror, who makes default or refuses to serve as such without lawful excuse to the satisfaction of the magistrate, may be fined by him a sum not exceeding ten dollars, and committed to prison until such fine is paid.

Powers of two stipendiary magistrates sitting together.

28. Any two stipendiary magistrates sitting together as a court, shall have power and authority to hear and determine within the District, in a summary way and without the intervention of a jury, any charge against any person for an offence alleged to have been committed within the District, the maximum punishment for which does not exceed seven years' imprisonment; and such court shall be a court of record; and if imprisonment in a penitentiary is awarded in any such case, the court may cause the prisoner to be conveyed to any penitentiary in the Province of ; and he shall undergo such punishment therein as if convicted in the Province of

Power of certain judges.

29. Any judge of the Supreme Court of the North West Territories, or of any Superior Court of criminal jurisdiction of the Province of Alberta or the Province of Saskatchewan, shall have the same power and authority for trying offences in the District as under this Act a stipendiary magistrate or two stipendiary magistrates, or a stipendiary magistrate and a justice of the peace, have in the District, and the provisions herein made as to trials shall, so far as applicable, apply to trials before any such judge sitting in the District; but no such judge shall proceed to any such trial unless requested by the Governor in Council so to do.

Certain offenders may be sent to Alberta or Saskatchewan for trial.

30. Any judge of the Supreme Court of the North West Territories, or of any Superior Court of criminal jurisdiction of the Province of Alberta or the Province of Saskatchewan, or any justice of the peace, or any stipendiary magistrate, shall have power and authority to commit and cause to be conveyed to jail in either of the said provinces, for trial by a Superior Court of criminal jurisdiction therein, according to the laws

of criminal procedure in force in such Province, any person at any time charged with the commission of any offence against any of the laws or ordinances in force in the District, punishable by death or by imprisonment in the penitentiary; and such Superior Court, and any judge thereof shall have power and authority to try any person arraigned before the said court on any such charge; and the jury laws and laws of criminal procedure in force in the said Province shall apply to any such trial; except that the punishment to be awarded, upon the conviction of any such person, shall be according to the laws in force in the District; and the sentence may be carried into effect in a penitentiary or other place of confinement in the said Province or elsewhere, as if it were in the District.

Conveyance of prisoners.

31. Whenever, under this Act, any prisoner or accused person is ordered to be conveyed to a jail or penitentiary outside of the District, any constable or other person in whose charge he is to be conveyed shall have the same power to hold and convey him, or to retake him in case of an escape, and the jailer or warden of such jail or penitentiary shall have the power to detain and deal with him, as if such jail or penitentiary were within the District, or as if the said prisoner or accused person had been ordered to be conveyed to such jail or penitentiary by some competent court or authority in the Province in which it is situate.

Custody by Mounted Police where there is no jail.

32. When it is impossible or inconvenient, on account of the absence or remoteness of any jail or other prison to carry out a sentence of imprisonment in a jail or prison, any judge of a superior court of criminal jurisdiction of either of the said provinces, or any two stipendiary magistrates sitting together as a court, or any stipendiary magistrate or justice of the peace, may sentence any person convicted before him or them, to be placed and kept in the custody of the Royal North West Mounted Police force, with or without hard labour—the nature and extent of which shall be determined by the judge or stipendiary magistrates, or stipendiary magistrate or justice of the peace, by or before whom such person is convicted.

Imprisonment for over two years.

33. If imprisonment in jail for a term of not less than two years, or in the penitentiary, is awarded in any case, the prisoner may be ordered to be imprisoned in the District or to be conveyed to the penitentiary in the Province of in which latter case he shall undergo such punishment therein as if convicted in the Province of , and shall be so conveyed by any constable or constables, and received and detained therein by the authorities of the penitentiary on the warrant of the convicting judge or magistrates or magistrate.

Places of detention may be erected.

34. The Governor in Council may cause to be erected in any part of the District, any building or enclosure, for the purposes of a jail or lock-up for the confinement of prisoners charged with the commission of offences or sentenced to imprisonment, and confinement or imprisonment therein shall be lawful and valid.

Returns of trials, etc., to be made to Lieutenant Governor.

35. Returns of all trials and proceedings in criminal matters shall be made to the Lieutenant Governor, in such form and at such times as he directs

CORONERS AND INQUESTS.

Who shall be coroners.

36. Every judge of the Supreme Court of the North West Territories, or of any Superior Court of the Province of Alberta on the Province of Saskatchewan, and every commissioned officer of the Royal North West Mounted Police, while such judge or officer is within the District, and every stipendiary magistrate appointed under this Act, and such other persons as the Commissioner, from time to time, appoints, shall be coroners in and for the District.

When inquest may be held.

37. Except as hereinafter provided, no inquest shall be held upon the body of any deceased person by any coroner, unless it has been made to appear to such coroner that there is reason to believe that the deceased died from violence or unfair means, or by culpable or negligent conduct either of himself or of others, under such circumstances as require investigation, and not through mere accident or mischance.

Deceased prisoners.

38. Upon the death of any prisoner, the jailer or officer in charge of the jail wherein such prisoner dies shall immediately give notice to the nearest resident coroner, and such coroner shall proceed forthwith to hold an inquest upon the body.

Number of jury.

39. It shall not be necessary in any case that a coroner's jury shall exceed six persons, but in every case of an inquest six jurors must agree in order to render the verdict valid.

Powers of coroners.

40. Coroners shall have the same powers to summon witnesses and to punish them for disobeying a summons to appear or for refusing to be sworn or to give evidence, as are enjoyed by justices of the peace.

Fees.

41. The fees of coroners, jurors and witnesses attending criminal trials and inquests may be fixed, from time to time, by the Governor in Council, and paid in such manner as he directs.

WILLS.

Wills may be made.

42. Every person may devise, bequeath or dispose of, by will, executed in manner hereinafter mentioned, all real property and personal property to which he is entitled, either at law or in equity, at the time of his death, and which, if not so devised, bequeathed or disposed of, would devolve upon his heir at law, or upon his executor or administrator.

Testator must be of age.

43. No will made by any person under the age of twenty-one years shall be valid.

Execution of wills.

44. No will shall be valid unless it is in writing, and executed in manner hereinafter mentioned, that is to say: it shall be signed at the foot or end thereof by the testator, or

by some other person in his presence, and by his direction; and such signature shall be made or acknowledged by the testator in the presence of two or more witnesses, present at the same time; and such witnesses shall attest and shall subscribe the will in the presence of the testator—but no form of attestation shall be necessary.

No other publication.

45. Any will executed in the manner hereinbefore required, shall not require any other publication.

Incompetency of witness not to affect will.

46. If any person who attests the execution of a will is, at the time of the execution thereof, or at any time afterwards, incompetent to be admitted as a witness to prove the execution thereof, such will shall not, on that account, be invalid.

Executor may be witness.

47. No person shall, on account of his being an executor of a will, be incompetent to be admitted as a witness to prove the execution of such will, or as a witness to prove the validity or invalidity thereof.

Devise to witness void, but such witness may prove execution.

48. If any person attests the execution of any will, to whom, or to whose wife or husband, any beneficial devise or legacy affecting any real or personal property, other than a charge for payment of a debt, is thereby given—such devise or legacy shall, so far only as concerns such person attesting the execution of such will, or the wife or husband of such person, or any person claiming under such person, wife or husband, be null and void; and such person so attesting shall be admitted to prove the execution of such will, or the validity or invalidity of such will, notwithstanding such devise or legacy.

Revocation of wills and codicils.

49. No will or codicil, or any part thereof, shall be revoked, otherwise than by marriage or by another will or codicil executed in manner hereinbefore required,—or by some writing declaring an intention to revoke the same, and executed in the manner in which a will is hereinbefore required to be executed,—or by the burning, tearing or otherwise destroying the same, by the testator, or by some person in his presence and by his direction, with the intention of revoking the same.

How will shall be construed.

50. Every will shall be construed, with reference to the real and personal property comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention appears by the will.

When no limitation, fee simple to pass.

51. If any real property is devised to any person without any words of limitation, such devise shall be construed to pass the fee simple, or other the whole estate or interest which the testator had power to dispose of by will, in such real property, unless a contrary intention appears by the will.

MARRIED WOMEN.

Earnings of married woman to be her own.

52. All the wages and personal earnings of a married woman, and any acquisitions therefrom, and all proceeds or profits from any occupation or trade which she carries on

separately from her husband, or derived from any literary, artistic or scientific skill, and all investments of such wages, earnings, moneys or property, shall be free from the debts or dispositions of the husband, and shall be held and enjoyed by such married woman, and disposed of without her husband's consent, as fully as if she were a *feme sole;* and no order for protection shall be necessary in respect of any such earnings or acquisitions; and the possession, whether actual or constructive, of the husband, of any personal property of any married woman, shall not render the same liable for his debts.

No order for protection necessary.

Suits by and against a married woman.

53. A married woman may maintain an action in her own name for the recovery of any wages, earnings, moneys or property declared by this Act, or which is hereafter declared to be her separate property, and shall have, in her own name, the same remedies, both civil and criminal, against all persons whomsoever for the protection and security of such wages, earnings, moneys and property, and of any chattels or other her separate property, for her own use, as if such wages, earnings, moneys, chattels and property belonged to her as an unmarried woman; and any married woman may be sued or proceeded against, separately from her husband, in respect of any of her separate debts, engagements, contracts or torts as if she were unmarried.

Deposits in banks.

54. A married woman may make deposits of money in her own name in any savings or other bank, and withdraw the same by her own cheque; and any receipt or acquittance of such depositor shall be a sufficient discharge to any such bank.

Fraudulent investment invalid.

55. Nothing hereinbefore contained in reference to moneys deposited, or investments by any married woman, shall, as against any creditor of the husband, give validity to any deposit or investment of moneys of the husband made in fraud of such creditor; and any money so deposited or invested may be followed as if this Act had not passed.

Liabilities for debts contracted before marriage.

56. A husband shall not, by reason of any marriage, be liable for the debts of his wife contracted before marriage; but the wife shall be liable to be sued therefor, and any property belonging to her for her separate use shall be liable to satisfy such debts as if she had continued unmarried; and a husband shall not be liable for any debts of his wife in respect of any employment or business in which she is engaged on her own behalf, or in respect of any of her own contracts.

PROHIBITION OF INTOXICANTS.

No intoxicant to be manufactured, etc., without permission.

57. No intoxicating liquor or other intoxicant shall be manufactured or made in the District, except by special permission of the Governor in Council,—nor shall any intoxicating liquor or intoxicant be imported or brought into the District from any Province of Canada, or elsewhere, or be sold, exchanged, traded or bartered, except by special permission, in writing, of the Commissioner.

58. Intoxicating liquors and intoxicants imported or brought from any place out of Canada into the District, by special permission, in writing, of the Commissioner, shall be subject to the customs and excise laws of Canada. Customs and excise laws to apply.

59. If any such intoxicating liquor or intoxicant is manufactured or made in the District, or imported or brought into it, or is sold, exchanged, traded or bartered, in violation of this Act, it shall be forfeited, and may be seized by any officer of the customs or excise, or by any constable or other duly qualified person wheresoever found; and, on complaint made before him, any judge, stipendiary magistrate or justice of the peace, may, on the evidence of one credible witness that any of the provisions of this Act have been violated in respect thereof, order the said intoxicating liquor or intoxicant so seized to be forthwith destroyed; or if the same has not been seized, such judge, stipendiary magistrate or justice of the peace, on complaint as aforesaid, may issue a search warrant, as in cases of stolen goods under *The Criminal Code*, 1892, and when the same is found, may cause it to be forthwith destroyed; and the still, machinery, keg, barrel, case, box, package or receptacle whence or in which any intoxicating liquor or intoxicant has been manufactured, imported or made, sold, exchanged, traded or bartered, and as well that in which the original supply was contained as the vessel wherein any portion of such original supply was supplied as aforesaid, and the remainder of the contents thereof, if such still, machinery, barrel, keg, case, box, package, receptacle or vessel aforesaid, respectively, can be identified, may be seized by any officer of the customs or excise, or by any constable or other duly qualified person, wheresoever found within the District; and, on complaint before any judge, stipendiary magistrate or justice of the peace, he may, on the evidence of any credible witness that any of the provisions of this Act have been violated in respect thereof, declare such intoxicating liquor or intoxicant, still, machinery, vessel or receptacle forfeited, and cause the same to be forthwith destroyed; and the person in whose possession any of them is found shall incur a penalty not exceeding two hundred dollars, and not less than fifty dollars, and the costs of the prosecution; and a moiety of such penalty shall belong to the informer, and the other moiety shall belong to His Majesty for the public uses of Canada. Forfeiture of intoxicant unlawfully manufactured, etc. Search warrant may be issued. Intoxicant, still, machinery and receptacle may be seized. Penalty and application thereof.

2. Every ship, vessel or boat, and every vehicle on which any such intoxicating liquor or intoxicant is imported or conveyed into or through or over any portion of the District, contrary to the provisions of this Act, shall, together with the horses or other cattle employed in drawing any such vehicle as aforesaid, be forfeited to His Majesty and may be seized and dealt with accordingly. Forfeiture of ships, vehicles, etc.

60. Every person who manufactures, makes, compounds, imports, sells, exchanges, trades or barters any intoxicating liquor or intoxicant, except by special permission as aforesaid, or in whose possession or on whose premises any intoxicating liquor or intoxicant is, without such special permission, shall Penalty for manufacturing, etc.

incur a penalty not exceeding two hundred dollars and not less than fifty dollars,—a moiety of which penalty shall belong to the informer.

Penalty for having articles exchanged for intoxicants.

61. Every person who knowingly has in his possession any article, chattel, commodity or thing purchased, acquired, exchanged, traded or bartered, either wholly or in part, for any intoxicating liquor or intoxicant, shall, for each offence, incur a penalty not exceeding two hundred dollars and not less than fifty dollars,—a moiety of which penalty shall belong to the informer.

Forfeiture of things accessory to offence.

62. Every article, chattel, commodity or thing, in the purchase, acquisition, exchange, trade or barter of which the consideration, either wholly or in part, is any intoxicating liquor or intoxicant, shall be forfeited to His Majesty, and shall be seized as hereinbefore provided in respect to any receptacle of any intoxicating liquor or intoxicant.

Recovery of penalties.

63. Every penalty incurred under any of the provisions of this Act relating to the prohibition of intoxicants shall be recoverable, with costs of prosecution, by summary conviction, on the evidence of one credible witness, before any judge, stipendiary magistrate or justice of the peace having jurisdiction in the District; and such judge, stipendiary magistrate or justice of the peace shall, on payment of the penalty, pay the informer his share thereof; and in case of non-payment of the penalty and costs immediately after conviction, the convicting judge, magistrate or justice may, in his discretion, levy the same by distress and sale, or commit the person so convicted and making default in payment of the said penalty and costs to any jail or lock-up within the district, for a term not exceeding six months, unless the said penalty and costs are sooner paid; and upon conviction for a subsequent offence, the offender shall be liable to a penalty not exceeding four hundred dollars and not less than two hundred dollars, and, in the discretion of the convicting judge, magistrate or justice, to imprisonment for a term not exceeding six months.

Imprisonment in default of payment.

Penalty for subsequent offence.

Penalty for refusing to assist officer, etc.

64. Every person who refuses or neglects to aid any constable, or other duly authorized person, in the execution of any act or duty required under any of the provisions of this Act relating to the prohibition of intoxicants, or who knowingly refuses to give information, or gives false information in respect to any matter arising therefrom, shall incur a penalty not exceeding two hundred dollars and not less than fifty dollars,—a moiety of which penalty shall belong to the informer.

PROHIBITION OF ARMS.

Sections 65 to 69 may be proclaimed in force.

65. This section and the four following sections may be brought into force by proclamation of the Governor in Council; and upon and after the date fixed by such proclamation they shall be in force in the District or in any place therein in such proclamation designated.

2. The Governor in Council may in like manner, from time to time, declare the said sections to be no longer in force in the district, or in any such place, and may again, from time to time, declare them to be in force therein. And proclamation may be revoked.

66. The provisions of the said sections respecting the possession of arms and ammunition shall not apply to any officer or man of His Majesty's forces, or of the militia force or of the Royal North West Mounted Police Force. Exemption.

67. Every person who, in the district, or in any such place as aforesaid,— Supplying arms and ammunition without a permit,

(*a.*) without the permission in writing,—the burden of proof of which shall be on him,—of the Commissioner, or of any officer or person appointed by the Commissioner to give such permission, has in his possession, or sells, exchanges, trades, barters, or gives to or with any person, any improved arm or ammunition, or—

(*b.*) having such permission, sells, exchanges, trades, barters, or gives any such arm or ammunition to any person not lawfully authorized to possess it,—shall, on summary conviction before two justices of the peace, be liable to a penalty not exceeding two hundred dollars, or to imprisonment for any term not exceeding six months, or to both. Or to unauthorized person. Penalty.

68. All arms and ammunition which are in the possession of any person, or which are sold, exchanged, traded, bartered, or given to or with any person in violation of the next preceding section, shall be forfeited to His Majesty, and may be seized by any constable or other peace officer; and any justice of the peace may issue a search warrant to search for and seize such arms and ammunition, as in the case of stolen goods. Forfeiture of arms and ammunitions.

69. The Governor in Council may make regulations respecting— Regulations by Governor in Council.

(*a.*) the granting of permission to sell, exchange, trade, barter, give or possess arms and ammunition;

(*b.*) the fees to be taken in respect thereof;

(*c.*) the returns to be made respecting permissions granted; and—

(*d.*) the disposition to be made of forfeited arms and ammunition.

GENERAL PROVISIONS.

70. Whenever in any Act of the Parliament of Canada in force in the District, any officer is designated for carrying out any duty therein mentioned, and there is no such officer in the District, the Commissioner in Council may order by what other person or officer such duty shall be performed; and anything done by such person or officer, under such order, shall be valid and legal in the premises; or if it is, in any such Act, ordered that any such document or thing shall be transmitted to any officer, court, territorial division or place, and there is in the District no such officer, court or territorial Provision when there are no such officers as are designated in Act of Parliament.

division or place, then the Commissioner in Council may order to what officer, court or place such transmission shall be made, or may dispense with the transmission thereof.

Evidence of laws.

71. Any copy of any law made by the Governor in Council, or by the Commissioner and his Council, printed in the *Canada Gazette*, or by the King's Printer, or by the printer to the Government of , shall be *prima facie* evidence of such law and of its being in force.

Application of Acts of Parliament to the District.

72. Every Act of the Parliament of Canada shall, subject to the provisions hereof, apply to and be in force in the District except in so far as such Act is for any reason inapplicable to the District or is by its terms applicable only to one or more of the provinces of Canada.

REPEAL.

Repeal.

73. *The North West Territories Act*, being chapter 50 of the Revised Statutes, and all Acts in amendment thereof, are hereby repealed in so far as they apply to the District.

COMMENCEMENT OF ACT.

Commencement of Act.

74. This Act shall come into force on the first day of July, one thousand nine hundred and five.

No. 157.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the District of Mackenzie.

First reading, May 17, 1905.

MR. FITZPATRICK.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 159.] **BILL.** [1905.

An Act to amend the Dominion Controverted Elections Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 2 of *The Dominion Controverted Elections Act*, chapter 9 of the Revised Statutes, is amended by inserting immediately after subparagraph (8) of paragraph (*j*) thereof the following subparagraphs:— R.S.C., c. 9, s. 2 amended.

"(9.) In the Province of Saskatchewan, the Supreme Court of the North West Territories, pending the abolition of the said court by the legislature of the said Province, and thereafter such superior court of justice as, in respect of the civil jurisdiction of the said court, is established for the said Province in lieu thereof. "The court" in Alberta and Saskatchewan.

"(10.) In the Province of Alberta, the Supreme Court of the North West Territories, pending the abolition of the said court by the legislature of the said Provinces, and thereafter such superior court of justice as, in respect of the civil jurisdiction of the said court, is established for the said Province in lieu thereof."

Provided, however, that in respect of proceedings relating to or affecting an election for an electoral district which is partly in the Province of Alberta "the court" shall be the Supreme Court of the North West Territories pending the abolition of that court by the legislature of the said Province of Alberta, and thereafter such superior court as, in respect of the civil jurisdiction of the said court, is established for the said Province of Alberta in lieu thereof. Proviso as to electoral district partly in one province and partly in the other.

2. Proceedings under the said Act which are pending in the Supreme Court of the North West Territories in the Province of Saskatchewan or the Province of Alberta at the time of the abolition of the said court in such Province may be continued in such superior court of justice as, in respect of the civil jurisdiction of the said court, is established for such Province in lieu thereof in all respects as if such proceedings had been instituted in such latter court: Provided that if such proceedings relate to or affect an election for an electoral district which is partly in one and partly in the other of the said Provinces, the proceedings shall be continued in the superior court as established in the Province of Alberta. Proceedings pending when Supreme Court of N.W.T. is abolished. Proviso.

No. 159.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Dominion Controverted Elections Act.

First reading, May 17, 1905.

MR. FITZPATRICK.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 160.] **BILL.** [1905.

An Act to amend the Act respecting the North-West Territories.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Short title.

1. This Act may be cited as *The North-West Territories Amendment Act*, 1905.

Definition.

2. The expression "the said Act" in this Act shall mean *The North-West Territories Act* and all amendments thereto.

Territories defined.

3. The North-West Territories shall hereafter comprise the territories formerly known as Rupert's Land and the North-western Territory, except such portions thereof as form the Provinces of Manitoba, Saskatchewan and Alberta, the District of Keewatin and the Yukon Territory, together with all British territories and possessions in North America and all islands adjacent to any such territories or possessions except the Colony of Newfoundland and its dependencies.

Commissioner.

4. The Governor in Council may appoint for the Territories a chief executive officer to be styled and known as the Commissioner of the North-West Territories; and the executive powers vested by the said Act in the Lieutenant-Governor of the North-West Territories or in the Lieutenant-Governor in Council shall be exercised by the Commissioner; and the Commissioner shall administer the government of the Territories under instructions from time to time given him by the Governor in Council or the Minister of the Interior.

Council.

5. The Governor in Council may from time to time constitute and appoint such and so many persons, not exceeding four in number, as are deemed desirable to be a Council to aid the Commissioner in the administration of the Territories; and a majority of the Council, including the Commissioner, shall form a quorum.

Ordinances by Commissioner in Council.

6. The Commissioner in Council shall have the same powers to make ordinances for the government of the Territories as are by the said Act vested in the Legislative Assembly of the Territories in relation to such subjects heretofore within the legislative authority of the said Assembly as are from time to time designated by the Governor in Council.

Disallowance of ordinances.

7. A copy of every such ordinance shall be transmitted to the Governor in Council within ten days after the passing thereof and shall be laid before both Houses of Parliament as soon as conveniently may be thereafter; and any such ordinance or any provision thereof may be disallowed by the Governor in Council at any time within two years after its passage.

Supreme Court disestablished.

8. The Supreme Court of the North-West Territories is hereby disestablished in the Territories, but the Governor in Council may appoint such number of persons as stipendiary magistrates, from time to time, as may be deemed expedient, who shall have and exercise the powers, authorities and functions by the said Act vested in a judge of the said Court: Provided, that when any person is convicted of a capital offence and sentenced to death the magistrate shall forward to the Minister of Justice full notes of the evidence with his report upon the case, and the execution shall be stayed until such report is received and the pleasure of the Governor General thereon is communicated to the Commissioner.

Stipendiary magistrates.

Sentence of death to be reported.

Stay of execution.

Trial by judge of provincial court.

9. The Governor in Council may vest in any judge of any court of any Province the power of hearing and determining, either in the first instance or on appeal, any civil or criminal proceeding arising within the Territories, and, in case of appeal, may prescribe the procedure in respect thereof.

Coroners.

10. Where in the opinion of a coroner it is impracticable to obtain six jurors, he may hold an inquest with a jury of a less number or without a jury, and in such case the inquisition shall state that the inquest has been so held, with the reasons therefor; and the verdict of the jury, if less than six in number, shall be unanimous; and if there is no jury the coroner may find such verdict as a jury might have found.

Wills.

11. A holograph will written and signed by the testator himself though not witnessed shall be valid.

Prohibition of intoxicants.

12. Every ship, vessel or boat on which any intoxicating liquor or intoxicant is imported or conveyed into or through or over any portion of the Territories contrary to the provisions of the said Act shall be forfeited to His Majesty and may be seized and dealt with accordingly.

Provision when there are no such officers, etc., as are designated by law.

13. Whenever in the said Act or in any other Act of the Parliament of Canada, or in any Ordinance of the Territories any officer is designated for performing any duty therein mentioned and there is no such officer in the Territories, the Commissioner may order by what other person or officer such duty shall be performed, and anything done by such person or officer under such order shall be valid and lawful in the premises; or if it is in any such Act or Ordinance ordered that any document or thing be transmitted to any officer, court, territorial division or place, and there is then in the Territories no such officer, court, territorial division or place, the Commissioner may order to what officer, court, territorial

division or place such transmission shall be made, or may dispense with the transmission thereof.

Provisional liquidator for N.-W. T.

14. In view of the establishment of the Provinces of Saskatchewan and Alberta by Acts of the present session, the Governor in Council may appoint a provisional liquidator whose duty it shall be, under the instructions and in accordance with the directions of the Governor in Council, (*a*) to take possession of the properties and assets of the Government of the North-West Territories; (*b*) to wind up the affairs of the said Govvernment; (*c*) to liquidate the liabilities of the said Government out of and to the extent of any moneys coming into his possession by virtue of his office; and (*d*) to distribute the balance of such moneys and other assets, including official records and documents, between or among the Governments of the Provinces of Saskatchewan and Alberta and the Government of Canada.

His duties.

His salary.

2. The salary and allowances of the provisional liquidator may be paid in the first instance out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada, but shall be a charge upon the properties and assets of the Government of the North-West Territories which come into his possession by virtue of his office.

Commencement of Act.

15. This Act shall come into force on the first day of July, one thousand nine hundred and five.

No. 160.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Act respecting the North-West Territories.

First reading, May 17, 1905.

Mr. Fitzpatrick.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 161.] **BILL.** [1905.

An Act to amend the North-west Irrigation Act, 1898.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Provision by Order in Council for administration of Act in new provinces.

1. Upon the establishment of a Province in any portion of the North-west Territories, the Governor in Council may, by order, make provision for the administration of *The North-west Irrigation Act*, 1898, within such Province, and for the appointment of such officers and persons, and the designation of such places for the filing or deposit of applications, memorials, maps, plans, books of reference and other documents and things, and for the recording of licenses, and for the designation of such other places as are deemed necessary for the purposes of such administration.

Publication of order.

2. Any such order shall by published in *The Canada Gazette.*

No. 161.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the North-west Irrigation Act, 1898.

First reading, May 17, 1905.

Mr. OLIVER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 162.] **BILL.** [1905.

An Act to amend the Land Titles Act, 1894.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Repeal by Order in Council of Act in new provinces.

1. Upon the establishment of a Province in any portion of the North-west Territories and the enactment by the legislature of that Province of an Act relating to the registration of land titles, the Governor in Council may, by order, repeal the provisions of *The Land Titles Act*, 1894, and of any of its amending Acts in so far as they apply to the said Province, and by such order, or by any subsequent order or orders, may adjust all questions arising between the Government of Canada and the Government of the Province by reason of the provisions of this section being carried into effect.

Publication of order.

2. No such repealing order shall take effect until it has been published in four consecutive weekly issues of *The Canada Gazette*.

Cancellation of forfeited rights affecting Crown lands.

2. Where there has been granted for the purposes of any work authorized or licensed under *The North-west Irrigation Act*, 1898, a right of way through or any other right affecting lands of His Majesty and such right is expressed to be granted for so long as the right of the grantee, his representatives or assigns, to maintain and operate such work continues, or to be subject to forfeiture in case such last-mentioned right ceases or determines, or in case of failure to construct or complete such work, or to maintain or operate it, a declaration, signed by the Minister of the Interior or his deputy, that the right so granted has determined or been forfeited, either entirely or in part, shall be final and conclusive for the purposes of *The Land Titles Act*, 1894, and shall operate as a cancellation, in whole or in part, of such grant; and if such grant has been registered, the registrar shall, upon receipt of such declaration, cancel, in whole or in part, as the case may be, the registration of such grant and any certificate of title issued for the right granted thereby.

No. 162.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Land Titles Act, 1894.

First reading, May 17, 1905.

Mr. OLIVER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 163.] **BILL.** [1905.

An Act to amend the Census and Statistics Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. Section 8 of the Act of the present session known as *The Census and Statistics Act* is amended by substituting the following for subsection 2 thereof :— 1905, c. , s. 8 amended.

"2. A census of the population and agriculture of the Provinces of Manitoba, Saskatchewan and Alberta shall be taken by the Office, under the direction of the Minister, according to special forms and instructions to be approved by the Minister, on a date in the month of June, in the year one thousand nine hundred and six, to be fixed by the Governor in Council, and every tenth year thereafter." Census of Manitoba, Saskatchewan and Alberta in sixth year of each decade.

No. 163.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the the Census and Statistics Act.

First reading, May 17, 1905.

Mr. Fisher.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 169.] **BILL.** [1905.

An Act to amend the Act respecting the Royal Military College.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 3 of the *Act respecting the Royal Military College*, chapter 42 of the Revised Statutes, as enacted by section 1 of chapter 17 of the statutes of 1893, is repealed and the following is substituted therefor:— R.S.C., c. 42 new s. 3.

"**3.** The salary of the Commandant shall not exceed three thousand two hundred dollars a year, and the salaries of the staff adjutant, professors, instructors, assistant instructors and staff shall be fixed, and may be readjusted from time to time, by the Governor in Council. Salaries.

"2. The details of such salaries shall appear in the annual report laid before Parliament by the Minister of Militia and Defence."

No. 169.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Act respecting the Royal Military College.

First reading, June 6, 1905.

SIR FREDERICK BORDEN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 170.] **BILL.** [1905.

An Act to amend the Militia Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 24 of *The Militia Act*, chapter 23 of the statutes of 1904, is amended by substituting the word "five" for the word "two" in the second line of the said section. 1904, c. 23, s. 24 amended,

No. 170.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Militia Act.

First reading, June 6, 1905.

SIR FREDERICK BORDEN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 171.] **BILL.** [1905.

An Act respecting the Port and Pilotage District of Quebec.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1903, c. 48, s. 2 repealed.

River Saguenay.

1. Section 2 of chapter 48 of the statutes of 1903 is repealed, and the River Saguenay shall be within the port of Quebec and the pilotage district of Quebec as defined by *The Pilotage Act* and *The Quebec Harbour Commissioners Act*, 1899.

Quebec pilotage authority vested in Minister of Marine.

Proviso as to trial of offences.

2. The Harbour Commissioners of Quebec shall cease to be the pilotage authority of the pilotage district of Quebec, and all the powers vested in the said Commissioners as such pilotage authority, either under *The Pilotage Act* and the Acts amending it, or under *The Quebec Harbour Commissioners Act*, 1899, shall be vested in the Minister of Marine and Fisheries: Provided that nothing in this Act shall authorize the said Minister to sit as a tribunal for the trial of offences of which pilots may be accused before the pilotage authority; but the said Minister may, in any case not provided for by *The Shipping Casualties Act*, 1901, and amendments thereto, designate a tribunal or officer to try any such offence.

No. 171.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Port and Pilotage District of Quebec.

First reading, June 7, 1905.

MR. PRÉFONTAINE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 173.] **BILL.** [1905.

An Act respecting the Saint Maurice Valley Railway Company.

Preamble.

WHEREAS the Saint Maurice Valley Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1904, c. 123, s. 8 amended.

1. Section 8 of chapter 123 of the statutes of 1904 is hereby repealed, and the following is substituted therefor:—

Line of railway.

"**8.** The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point in the city of Three Rivers, in the county of Three Rivers and Saint Maurice, in a northerly direction by the most feasible route to the town of Shawinigan Falls, in the county of Three Rivers and Saint Maurice; thence in a northerly direction by the most feasible route to a point at or near the town of Grand'Mère; thence northerly to a point at or near the village of St. Jean des Piles, in the county of Champlain; thence northerly by the most feasible route to a point of connection with the projected National Transcontinental Railway."

Agreement with another company.

2. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the said Company and the Great Northern Railway Company, the Canadian Pacific Railway Company, the Grand Trunk Pacific Railway Company, or the Grand Trunk Railway Company of Canada.

No. 173.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the Saint Maurice Valley Railway Company.

First reading, June 9, 1905.

(PRIVATE BILL.)

MR. BUREAU.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 175.] **BILL.** [1905.

An Act respecting the Pacific Bank of Canada.

Preamble.

WHEREAS the provisional directors of the Pacific Bank of Canada have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1890, c. 31; 1903, c. 174; 1904, c. 113.

Treasury Board certificate.

1. Notwithstanding anything in *The Bank Act*, or in chapter 174 of the statutes of 1903, incorporating the Pacific Bank of Canada, or in chapter 113 of the statutes of 1904, respecting the said Bank, the Treasury Board may, on or before the thirty-first day of December, one thousand nine hundred and five, give the said Bank the certificate required by section 14 of *The Bank Act*.

Failure to obtain certificate.

2. In the event of the said Bank not obtaining the said certificate from the Treasury Board within the time aforesaid, the rights, powers and privileges conferred on the said Bank by the said Act of incorporation and by this Act shall thereupon cease and determine, but otherwise shall remain in full force and effect, notwithstanding section 16 of *The Bank Act*.

Acts of provisional directors validated.

3. The acts lawfully done and the agreements lawfully entered into by the provisional directors named in the said Act of incorporation, as shown in the recorded minutes of their meetings, shall be and remain valid and effectual to all intents and purposes.

No. 175.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting the Pacific Bank of Canada.

First reading, June 14, 1905.

MR. GALLIHER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 176.] **BILL.** [1905.

An Act to amend the Inland Revenue Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble.

1. Subsection 3 of section 12 of chapter 34 of *The Inland Revenue Act* (hereinafter called the principal Act), chapter 34 of the Revised Statutes, is repealed and the following is substituted therefor:— R.S.C., c. 34, section 12 amended.

"3. In the case of a manufactory in which no material changes or alterations have been made since the original descriptions, models, diagrams or drawings were furnished, and when the manufacturer certifies in writing, upon application being made for each subsequent license, that the original papers filed with the Department still correctly represent his manufactory premises, and that no changes or alterations have been made therein—such certificate bearing the endorsation of the collector of Inland Revenue or other proper officer—the application may be accepted and the license issued without new descriptions, models, diagrams and drawings each year." Renewal of license.

2. Section 13 of the principal Act is repealed and the following is substituted therefor:— New s. 13.

"**13.** Every such application shall also state the name of the guarantee company proposed by such applicant as his surety, in accordance with the requirements of this Act; and it shall also contain a statement of the maximum quantity of each article which the utensils are capable of mashing, fermenting, distilling or otherwise producing within each month." Name of surety to be stated in application.

3. Section 17 of the principal Act is repealed and the following is substituted therefor:— New s. 17.

"**17.** Whenever any new licence is granted to any person a new bond shall likewise be entered into with reference to such new license." New bond if new license.

"2. A new bond shall also be given whenever, during the period for which any license to which the bond first given relates is in force, the guarantee company is wound up, becomes insolvent or ceases to do business in Canada; and the license shall be void from the time the person to whom it was granted is required by the collector or superior officer of Inland Revenue to enter into a new bond until the time when such new bond is given—during which time the person neglecting to enter into such new bond shall be held to be without a license." New bond if guarantee company cease to do business. License void until new bond given.

Section 19 repealed.

4. Section 19 of the principal Act is repealed.

Section 32 amended.

5. Subsection 3 of section 32 of the principal Act is repealed and the following is substituted therefor :—

Inscription over each separate apartment.

"3. Every separate apartment, room, granary, kiln, vault, workshop or storeroom in every place or premises subject to excise, or in which any business subject to excise is carried on, or in which any utensils, apparatus or machinery used in such business are situated, or in which any of the materials to be used therein, or the products of such manufactory are stored or kept, shall have placed over the principal entrance thereto, by the manufacturer, a sign in Roman characters, written or printed in oil colours, at least two inches in height, stating the designation thereof, and which designation shall indicate the use to which the apartment is to be put."

New s. 51.

6. Section 51 of the principal Act is repealed and the following is substituted therefor :—

Security to be given before bonding warehouse is licensed.

"**51.** Before any license is granted to any person for a bonding warehouse, for goods subject to excise duties, such person shall give good and sufficient security by bond of a guarantee company approved by the Department for an amount equal to the sum to which it is estimated the duty on the average quantity of goods in the warehouse will amount; and such bond shall be conditioned for the payment of all such duties and all penalties to which the owners of any goods warehoused therein, or the owner of any such warehouse, may become liable under this Act.

New bond in certain cases.

"2. Whenever the duties on the goods warehoused in such warehouse exceed the amount for which the bond is taken, a new bond may be taken for a sum sufficient to cover the increased amount of duty."

New section 123.

7. Section 123 of the principal Act is repealed and the following is substituted therefor :—

License to distiller.

"**123.** A license to carry on the business or trade of a distiller may be granted to any person who has complied with the other requirements of this Act, if the granting of such license has been approved by the district inspector, and such person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty, in a sum equal to the amount at which the collector or superior officer estimates the duties to accrue on the products of the distillery for which the license is to be granted when worked to its full capacity during one month of the time for which the license is to remain in force, plus such further amount as the collector deems sufficient to cover the duty on goods remaining in warehouse, from time to time, during the currency of the license about to issue,—which further amount shall be determined by such means as the Department prescribes—the person obtaining the license and the guarantee company both being bound in the full amount of such estimates; and such bond shall be conditioned for the rendering of all accounts, inventories, statements and returns prescribed by law, and the payment of all duties and penalties which the person to whom the license is to be granted becomes liable to render or pay under this Act, and that such person will faithfully comply with all the

Bond.

Conditions of bond.

requirements of this Act, according to their true intent and meaning, as well with regard to such accounts, inventories, statements, returns, duties and penalties, as to all other matters and things whatsoever.

License to rectifier.

"2. A license to carry on the trade or business of a rectifier may be granted to any person who has complied with the provisions of this Act, if the granting of such license has been approved by the district inspector, and such person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty, in the sum of four thousand dollars; and such bond shall be conditioned for the rendering of all accounts and the payment of all duties and penalties which the person to whom the license is to be granted becomes liable to render or pay under the provisions of this Act, and that such person will faithfully comply with the requirements thereof, according to their true intent and meaning, as well with regard to such accounts, duties and penalties as to all other matters and things whatsoever.

Bond.

Conditions of bond.

License to importer or maker of apparatus.

"3. A license to import or make (apart from the manufacture of beer, wash or spirits, and from the rectification of spirits), stills, worms, rectifying or other apparatus suitable for the manufacture of wash, beer or spirits, or for the rectification of spirits, may be granted to any person who has complied with the provisions of this Act, if the granting of such license has been approved by the district inspector, and such person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty in the sum of one thousand dollars; and such bond shall be conditioned for the rendering of all accounts, and the payment of all duties and penalties which the person to whom the license is to be granted becomes liable to render or pay under the provisions of this Act, and that such person will faithfully comply with the requirements thereof, according to their true intent and meaning, as well with regard to such accounts, duties and penalties as to all other matters and things whatsoever.

Bond.

Conditions.

Application for license for stills.

"4. An application for a license to have in possession and use the chemical stills mentioned in such application shall contain a full and exact description of such stills, and of the capacity of each, and also of the purposes to which they are to be applied, and of the place wherein they are to be used.

Conditions of license for a still.

"5. A license to possess and use chemical stills within the limits of a city, town or village, or within one mile thereof, may be granted to any manufacturing chemist or druggist who has complied with the provisions of this Act,—if the granting of such license has been approved by the district inspector and authorized by the Department, and all the apparatus connected therewith are so made and arranged, and the whole so situated, as regards the nature of the building in which it is placed and the location of such building (as to all which the Department shall be the sole judge), that such stills and apparatus may be kept under such supervision by an excise officer as will prevent their fraudulent use, and if such person shall, before such license is issued, jointly with a guarantee company approved by the Department, enter into a bond to His Majesty, in such sum as in each case or class of cases is decided by the Governor in Council; and such bond shall be conditioned for the ren-

Bond.

Conditions of bond.

dering of all accounts, and the payment of all duties and penalties which the person to whom the license is granted becomes liable to render or pay under the provisions of this Act, and that such person will comply with the requirements thereof, as well with regard to such accounts, duties and penalties as to all other matters and things whatsoever."

Section 132 amended.

8. Paragraph (*d*) of subsection 1 of section 132 of the principal Act is repealed and the following is substituted therefor :—

Quantity of spirits passing into receiver.

"(*d.*) The quantity of spirits which passes from the tail of the first worm into the closed spirit-receivers shall be ascertained and determined by weighing the quantity and testing the strength thereof at such time and place and in such manner as the Department establishes by regulation."

Section 132 amended.

9. Section 1 of chapter 23 of the statutes of 1890, which enacts subsection 4 of section 132 of the principal Act, is repealed.

Section 137 amended.

10. Subsection 3 of section 137 of the principal Act is repealed and the following is substituted therefor :—

Officer to ascertain quantities produced.

"3. The quantities of spirits produced shall be ascertained by the officer of excise in charge of the distillery, under such regulations as may be established by the Department."

New s. 138.

11. Section 138 of the principal Act is repealed and the following is substituted therefor :—

Spirit not to be removed from receiver.

"**138.** The spirit which passes from the tail of the worm to the closed spirit-receiver shall not be removed from the closed spirit-receiver except for the purpose of ascertaining the quantity and strength thereof as provided by this Act."

Section 141 amended.

12. Subsection 1 of section 141 of the principal Act is repealed.

Section 146 amended.

13. Paragraph (*a*) of subsection 1 of section 146 of the principal Act is repealed and the following is substituted therefor :—

What distiller's accounts to show.

"(*a.*) The quantity of spirits produced according to each weight and test taken during the preceding month, with the strength thereof, and in a separate column, the equivalent quantity of spirits of the strength of proof;"

New s. 165.

14. Section 165 of the principal Act is repealed and the following substituted therefor :—

License to compounder.

"**165.** A license to carry on the business of and to act as a compounder may be granted to any person who has complied with the provisions of this Act, if the granting of the license has been approved by the district inspector, and the person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty, in the sum of two thousand dollars; and such bond shall be conditioned for the rendering of all accounts and the payment of all duties and penalties which the person to whom the license is granted becomes liable to render or pay under the provisions of this Act, and that such person will faithfully comply with the requirements thereof according to their true intent and mean-

Bond.

Conditions of.

ing, as well with regard to such accounts and penalties as to all other matters and things whatsoever."

15. Section 174 of the principal Act is repealed and the following is substituted therefor:— New s. 4

"**174.** A license to carry on the trade or business of a brewer may be granted to any person who has complied with the provisions of this Act, if the granting of such license has been approved by the district inspector, and the person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty, in the sum of one thousand dollars; and such bond shall be conditioned for the rendering of all accounts and the payment of all duties and penalties to which the person to whom the license is granted may become liable under the provisions of this Act, and that such person will faithfully comply with the requirements thereof according to their true intent and meaning, as well with regard to such accounts, duties and penalties as to all other matters and things whatsoever." License to brewer. Bond. Conditions of.

16. Section 190 of the principal Act is repealed and the following is substituted therefor:— New s. 190.

"**190.** A license to carry on the trade or business of a maltster may be granted to any person who has complied with the provisions of this Act, if the granting of such license has been approved by the district inspector, and the person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty, in a sum equal to the amount at which the collector estimates the duties to accrue on the goods to be manufactured by the person to whom the license is granted during one month of the time it is to remain in force, and to such further amount as the collector deems sufficient to cover the duty on goods remaining in warehouse, from time to time, during the currency of the license about to issue—such latter amount to be determined by such means as the Department prescribes,—the person obtaining the license and the guarantee company both being bound in the full amount of such estimates, and such bond shall be conditioned for the rendering of all accounts, inventories, statements and returns prescribed by law, and the payment of all duties and penalties which the person to whom the license is to be granted becomes liable to render or pay under the provisions of this Act, and that such person will faithfully comply with the requirements thereof, according to their true intent and meaning, as well with regard to such accounts, inventories, statements, returns, duties and penalties, as to all other matters and things whatsoever." License to maltster. Bond. Conditions of bond.

17. Subsections 3 and 4 of section 195 of the principal Act are repealed and the following are substituted therefor:— Section 195 amended.

"3. The quantity of grain or leguminous seeds placed in steep in any malt-house shall be stated in ponnds and in cubic inches. Grain in steep.

"4. All the quantities of grain or leguminous seeds in process of conversion into malt, as determined by gauging, shall, until the process of malting is completed, be stated in cubic inches." Grain to be stated in cubic inches.

New s. 200.

18. Section 200 of the principal Act is repealed and the following is substituted therefor :—

Steeping or removing grain.

"**200.** No grain or leguminous seeds shall be placed in any cistern to steep or wet, nor shall any malt be placed on any kiln to be dried, nor moved from any such kiln after the drying has been completed, except between the hours of seven o'clock in the forenoon and six o'clock in the afternoon."

Section 204 amended.

19. Paragraph (*a*) of section 204 of the principal Act is repealed and the following is substituted therefor :—

Weighing and gauging before wetting.

"(*a.*) The grain or leguminous seeds when about to be placed in steep, and before being run into the cistern, shall be weighed and gauged by or in the presence of the proper officer of Inland Revenue; and the quantity so ascertained shall be immediately entered by the maltster, or his agent, in a book or books provided for that purpose, and such person shall also attest the correctness of the entry by his initials;"

Section 205 amended.

20. Paragraph (*a*) of section 205 of the principal Act, as enacted by section 6 of chapter 15 of the statutes of 1889, is repealed and the following is substituted therefor :—

Proportions when wetted.

"(*a.*) One hundred 'malt measures' by gauge of dry barley or other grain, shall be deemed to be equivalent to one hundred and twenty-five 'malt measures' by gauge, of barley or other grain, properly saturated with water for the purpose of malting, or in the couch, or to one hundred and seven 'malt measures' by gauge of dry malt."

Section 215 amedded.

21. Paragraph (*b*) of soction 215 of the principal Act is repealed and the following is substituted therefor :—

What maltster's returns to show.

"(*b.*) The quantity or grain of leguminous seeds, in cubic inches and in pounds, placed in steep or wetted or used for malting on each day during the preceding month."

New s. 232.

22. Sub-section 1 of section 232 of the principal Act is repealed and the following is substituted therefor :—

Conditions of license.

"**232.** Before any person shall be entitled to carry on any such manufacture in bond, he shall obtain a license so to carry on the manufacture of some certain kind or kinds of goods to be mentioned in the application for license, in some certain premises to be therein described; every such license shall be known as a bonded manufacturing license, and no such license shall be granted to any person until the granting thereof has been approved by the district inspector, and authorized by the Department, nor until he has, jointly with a guarantee company approved by the Department, entered into a bond to His

Bond.

Majesty, in the sum of five thousand dollars, and in a further sum equal to the amount at which the said collector or superior officer estimates the maximum amount of duties on the goods to be manufactured by such person during any one month of the time it is to remain in force; and such bond shall

Conditions of bond.

be conditioned for the rendering of all accounts, inventories, statements and returns prescribed by law, and the payment of all duties and penalties which the person to whom the license is granted becomes liable to render or pay under the provisions of this Act, and that such person will faithfully comply with the requirements thereof, according to their true intent and

meaning, as well with regard to such accounts, inventories, statements, returns, duties and penalties, as to all other matters and things whatsoever."

23. Section 7 of chapter 16 of the statutes of 1888 and section 6 of chapter 23 of the statutes of 1890 are repealed, and the following is enacted as section 233 of the principal Act:— New s. 233.

"**233.** When wood naphtha, wood alcohol or methylated or other denaturalized spirit is to be used for manufacturing purposes in Canada it shall be supplied by the Department on such conditions as are determined by departmental regulations in that behalf, and the prices thereof shall not exceed the actual cost with the addition of fifteen per cent. Alcohol and spirit to be supplied by Department.

"2. Every person who deodorizes or clarifies, or attempts to deodorize or clarify, any methylated spirits, whether by distillation, filtration, or any other process, is guilty of an indictable offence, and shall, for the first offence, be liable to a penalty of five hundred dollars, and for each subsequent offence to a penalty of one thousand dollars. Penalty for deodorizing or clarifying.

"3. Every person who uses spirits containing methyl alcohol in any form in any pharmaceutical or medicinal preparation intended for internal use, shall be liable to a penalty of five hundred dollars." Penalty for certain uses of methyl alcohol.

24. The last six lines of sub-section 1 of section 234 of the principal Act, as enacted by section 9 of chapter 15 of the statutes of 1889, is repealed and the following is substituted therefor:— Section 234 amended.

"Spirits used in any bonded manufactory in the production of such chemical compositions as are determined by the Governor in Council for every gallon of the strength of proof by Sykes' hydrometer—and so in proportion for any greater or less strength and for any less quantity than a gallon —fifteen cents." Spirits used for purposes specified.

25. Section 244 of the principal Act is repealed and the following is substituted therefor:— New s. 244.

"**244.** Every person who, without the specific authority of the Department, removes any spirits to be used for any chemical or manufacturing purposes from any bonded manufactory, and every person who receives any such spirits removed and delivered in violotion of the provisions of this section, shall incur a penalty of one hundred dollars for the first offence and of five hundred dollars for each subsequent offence." Removal of spirits from bonded manufactory. Penalty.

26. Paragraph (*g*) of section 247 of the principal Act, as the said paragraph is enacted by section 13 of chapter 15 of the statutes of 1889, is repealed and the following is substituted therefor:— Section 247 amended.

"(*g.*) The expression 'caution label' means and includes the notice required by the provisions of this Act to be attached to certain packages hereinafter described, containing manufactured tobacco or cigars."

New s. 251.

27. Section 251 of the principal Act is repealed and the following is substituted therefor:—

License to tobacco or cigar manufacturer.

"**251.** A license to carry on the trade or business of a tobacco or cigar manufacturer may be granted to any person who has complied with the provisions of this Act, if the granting of such license has been approved by the district inspector, and the person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty, in a sum equal to the amount at which the collector estimates the duties to accrue on the goods to be manufactured by the person to whom the license is to be granted, during one month of the time it is to remain in force, plus such further amount as the collector deems sufficient to cover the duty on the goods remaining in warehouse from time to time, during the currency of the license about to issue; which latter amount shall be determined by such means as the Department prescribes; the person obtaining the license and the guarantee company both being bound in the full amount of such estimates, and such bond shall be conditioned that the person obtaining the license shall render correctly all the returns, inventories, statements and accounts prescribed by law, that he shall pay all duties and penalties which he becomes liable to pay under the provisions of this Act, and that he shall comply with all the requirements of the law relating to the manufacture and warehousing of tobacco or cigars, according to their true intent and meaning, as well with regard to such returns, inventories, statements, accounts, duties and penalties, as to all other matters and things whatsoever."

Bond.

Conditions of bond.

Section 260 amended.

28. Paragraph (*d*) of subsection 1 of section 260 of the principal Act is repealed and the following is substituted therefor:—

Packing of snuff.

"(*d.*) All snuff in packages containing one-sixteenth, one-twelfth, one-eighth, one-fourth or one-half of one pound or one pound each, or in wooden packages, containing five or ten pounds each—except that snuff, when containing more than forty per cent of moisture, may, in addition to the above, be put up in packages containing twenty pounds each, actual weight.

Section 286 amended.

29. The first five lines of section 286 of the principal Act are repealed and the following is substitued therefor:—

Regulations by Governor in Council.

"**286.** The Governor in Council may, subject to the provisions of this Act, make such regulations as to him seem necessary, as regards imported or domestic raw leaf tobacco, and also as regards tobaccos and cigars manufactured in or imported into Canada, as follows:—"

New s. 290.

30. Section 290 of the principal Act is repealed and the following is substituted therefor:—

Quantities to be stated in pounds avoirdupois, except as to cigars.

"**290.** With the exception of cigars, the quantities of which shall be stated by number, and cigarettes, the quantities of which shall be stated by number and pounds, all quantities recorded in the books hereinbefore mentioned of a tobacco or cigar manufacturer, or of a person having a license to use an excise bonding warehouse in which raw leaf tobacco is stored or kept, and in all returns, inventories, descriptions and state-

ments required to be kept or made by this Act or any other Act, as well with regard to fluids as to solids, used in or about the premises subject to excise, or entering into the manufacture of any article or commodity produced in such tobacco or cigar manufactory, shall be stated in pounds avoirdupois and decimal parts thereof."

31. The first four lines of section 300 of the principal Act are repealed and the following is substituted therefor:— Section 300 amended.

"**300.** The bond taken for raw leaf tobacco warehoused as herein required, shall be for a sum equal to forty cents per pound on the tobacco to which it relates, and shall be conditioned as follows:— Conditions of bond for raw leaf tobacco."

32. Section 309 of the principal Act is repealed and the following is substituted therefor:— New s. 309.

"**309.** All imported raw leaf tobacco shall be weighed by the proper officer of customs at the port where it enters Canada; and, the importer or owner thereof shall provide all necessary appliances for weighing the packages and their contents, and all labour necessary for moving, piling or handling such packages." Raw leaf tobacco to be weighed at port of entry.

33. Sub-section 1 of section 312 of the principal Act is repealed and the following is substituted therefor:— Section 312 amended.

"**312.** All imported raw leaf tobacco which is removed from the custody of the customs authorities and to a tobacco or cigar manufactory, or to a licensed bonding warehouse, when it passes into the possession and control of the Department, may be so removed in bond, and such bond shall be taken by the collector of customs and be accompanied by proper entry papers, and shall be for an amount equal to forty cents per pound on the raw leaf tobacco to which it relates, and shall be conditioned for the delivery of the raw leaf tobacco to the tobacco or cigar manufacturer or licensed bonding warehouse mentioned therein." Removal in bond to a manufactory. Particulars of bond.

34. Section 340 of the principal Act, as enacted by section 21 of chapter 19 of the statutes of 1897, is repealed and the following is substituted therefor:— New s. 340.

"**340.** A license to carry on the business of the manufacture of acetic acid may be granted to any person who has complied with the provisions of this Act, if the granting of such license has been approved by the district inspector and the person has, jointly with a guarantee company approved by the Department, entered into a bond to His Majesty, in the sum of four thousand dollars; and such bond shall be conditioned for the rendering of all accounts, inventories, statements and returns prescribed by law, and for the payment of all duties and penalties which the person to whom the license is to be granted becomes liable to render or pay under the provisions of this Act, and that such person will faithfully comply with the requirements thereof according to their true intent and meaning." License to manufacturer of acetic acid. Bond. Conditions of

No. 176.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Inland Revenue Act.

First reading, June 14, 1905.

Mr. Brodeur.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No 181.] **BILL.** [1905.

An Act to amend the Bank Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 11 of *The Bank Act* is amended by striking out the words "nor more than ten" in the second line thereof. 1890, c. 31, s. 11 amended.

2. Section 13 of the said Act is amended by striking out the words "nor more than ten" in the thirteenth and fourteenth lines thereof. Section 13 amended.

3. Section 18 of the said Act is amended by striking out the words "and not more than ten" in the eleventh line thereof. Section 18 amended.

4. Subsection 6 of section 19 of the said Act is amended by adding thereto the words "In addition the directors may also elect by ballot one of their number to be honorary president." Section 19 amended.

No. 181.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Bank Act.

First reading, June 19, 1905.

MR. FIELDING.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 186.] **BILL.** [1905.

An Act to provide for the regulation of Wireless Telegraphy in Canada.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. This Act may be cited as *The Wireless Telegraphy Act*, 1905. Short title.

2. In this Act the expression "Minister" means the Minister of Marine and Fisheries. "Minister" defined.

3. No person shall establish any wireless telegraph station, or instal or work any apparatus for wireless telegraphy, in any place or on board any ship registered in Canada except under and in accordance with a licence granted in that behalf by the Minister with the consent of the Governor in Council. Licences for wireless telegraphy.

2. Every such licence shall be in such form and for such period as the Minister determines, and shall contain the terms, conditions and restrictions on and subject to which the licence is granted; and any such licence may include two or more stations, places or ships. Form and conditions of licenees.

3. The Minister may make regulations for prescribing the form and manner in which applications for such licences are to be made, and, with the consent of the Governor in Council, the fees payable on the grant of any such licence. Application for licence. Fees.

4. Every one who establishes a wireless telegraph station without a licence in that behalf, or instals or works any apparatus for wireless telegraphy without a licence in that behalf, shall be guilty of an offence and be liable, on summary conviction, to a penalty not exceeding fifty dollars, and on conviction on indictment to a fine not exceeding five hundred dollars or to imprisonment for a term not exceeding twelve months, and in either case shall be liable to forfeit any apparatus for wireless telegraphy installed or worked without a licence; but no proceedings shall be taken against any person under this Act except by order of the Minister. Penalty for working without licence. Prosecution.

5. If a justice of the peace is satisfied by information on oath that there is reasonable ground for supposing that a wireless telegraph station has been established without licence in that behalf, or that any apparatus for wireless telegraphy has been installed or worked in any place or on board any ship within his jurisdiction without a licence in that behalf, he may grant a search warrant to any police officer or any officer Search warrant.

appointed in that behalf by the Minister and named in the warrant ; and a warrant so granted shall authorize the officer named therein to enter and inspect the station, place or ship and to seize any apparatus which appears to him to be used or intended to be used for wireless telegraphy therein.

Licences for experimental purposes.

6. Where the applicant for a licence proves to the satisfaction of the Minister that the sole object of obtaining the licence is to enable him to conduct experiments in wireless telegraphy, a licence for that purpose shall be granted, subject to such special terms, conditions, and restrictions as the Minister thinks proper.

No. 186.

1st Session, 10th Parliament, 4-5 Edward VII., 1

BILL.

An Act to provide for the regulation Wireless Telegraphy in Canada.

First reading, June 27, 1905.

MR. LAFONTAINE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 188.] **BILL.** [1905.

An Act respecting the Inspection of Water Meters.

HIS Majesty, by and with the consent of the Senate and House of Commons of Canada, enacts as follows :—

Interpretation.

1. In this Act, unless the context otherwise requires,—

"Meter."

(*a.*) The expression "meter" means water meter, and includes every kind of machine, apparatus or instrument used for measuring or recording the volume of water furnished to the purchaser;

"Contractor."

(*b.*) The expression "contractor" means any company, corporation or person undertaking to furnish water to any purchaser;

"Purchaser."

(*c.*) The expression "purchaser" includes any person to whom water is to be furnished;

"Inspector."

(*d.*) The expression "inspector" means any inspector of water meters appointed under this Act.

Standard of measure for water.

2. The standard or unit of measure for the sale of water by meter shall be the gallon containing ten Dominion standard pounds weight of distilled water at the temperature of sixty-two degrees of Fahrenheit's thermometer, and with the barometer at thirty inches.

Inspectors.

3. Any officers in the employ of the Department of Inland Revenue may be appointed and may act as inspectors of meters under this Act.

Meters to be stamped

4. No meter shall be fixed for use which has not been verified and stamped as hereinafter provided.

Meters to indicate quantity in gallons.

5. No meter shall be fixed for use unless it plainly indicates by means of suitable dials the quantity, in gallons, of water passing through and discharged therefrom. The capacity of every such meter shall also be conspicuously marked thereon.

Only inspector to verify or test meter.

6. No meter after it has been fixed for use shall be verified or tested by any person except by the inspector herein provided.

Re-verification.

7. Within twelve months after the expiration of five years from each verification and stamping, every meter shall again be verified and stamped.

Must have certain qualities.

8. No meter shall be stamped which is found by the inspector to register, or capable, without tampering with the general construction, of being made to register, quantities varying from the true standard measure of water more than three per cent in favour of the contractor or four per cent in favour of the purchaser.

Verification how attested.

9. The verification of each meter shall be attested by affixing or impressing on some essential part thereof a stamp or mark of such description and in such manner as is directed by regulations made by the Minister of Inland Revenue, and, further, by the granting of such certificate as is prescribed by regulations under this Act.

Re-verification every five years.

10. No meter duly stamped as aforesaid shall be liable to be restamped within the period of five years from the then last verification or re-verification thereof, although it is used in any other place than that at which it was originally stamped, but shall be considered as a lawful meter throughout Canada, unless found incorrect under this Act, or requiring re-verification by lapse of time as aforesaid, and the purchaser or the contractor may at any time, at the cost of the party in fault, require the verification of the meter used.

How rebate is estimated.

11. In the event of an inspected meter being found, on re-inspection, to vary from the standard, the contractor or the purchaser, as the case may be, shall only be entitled, in estimating any rebate, to the gain or loss, as the case may be, which has taken place during the three months immediately prior to such re-inspection.

What meters may be used by consumers.

12. Every consumer of water, by meter, may purchase and use for the measurement of the water supplied to him, any meter duly verified and stamped as aforesaid.

Owners to keep them in repair.

13. In every case the owner of the meter shall keep it in good repair, and shall be responsible for the due inspection thereof, and, except as herein otherwise provided, shall pay the fee lawfully chargeable for such inspection, and shall be liable for all penalties incurred with respect to such meter.

Rules for verification.

14. The verification and testing of meters shall be performed in accordance with such regulations as are established by the Department of Inland Revenue.

Owners, etc., may be present at inspection.

15. During the inspection of any meter, under the provisions of this Act, the owner of such meter, the company, corporation or person furnishing the water, and also the person to whom the water is supplied, may be present, by himself or his agent; and at least twenty-four hours' notice of the inspection of any meter shall be given by the inspector or person at whose request the inspection is made, to the other party.

Inspector's powers to enter for inspection.

16. Any inspector may, at the request and expense of any purchaser or contractor (who shall give twenty-four hours' notice, in writing, to the other party) at all reasonable times, enter any house or shop, store, yard or other place whatsoever within his district, where any meter, stamped or unstamped, is fixed or used; and if, upon examination and testing, it appears that such meter is incorrect or fraudulent, it shall not be used again until repaired so as to measure and register correctly, and stamped.

17. If any dispute arises between the purchaser and the contractor, or between any owner of a meter and the inspector, respecting the correctness of the meter, the inspector shall, if required by any person dissatisfied, refer the dispute to the Department of Inland Revenue for final decision. Disputes how settled.

18. The inspector shall give to either the contractor or the purchaser, or to both, on payment of the proper fee, a certificate stating the result of his inspection, and the time it was made, and at whose instance, and any other particulars he thinks it right to insert for the information and guidance of the persons concerned; and such certificate shall be *prima facie* evidence of the condition of the meter inspected, and shall bear an adhesive stamp or stamps representing the fee lawfully chargeable for such certificate. Inspector's certificate to be given; Prima facie evidence of condition of meter.

19. The contractor shall at all times keep in his office, in a book or books, the names and addresses of purchasers for the time being, which book or books shall be open to the inspector during office hours, and from which he may take such extracts as he thinks fit; and for any failure to comply with the requirements of this section, the contractor shall incur a penalty of fifty dollars. Contractor to keep books open to inspection. Penalty.

20. The fees for testing and stamping meters shall be determined, from time to time, by the Governor in Council; and all fees received under this Act shall be accounted for and paid to the Minister of Finance and Receiver General, at such times and in such manner as the Minister of Inland Revenue directs, and shall form part of the Consolidated Revenue Fund. Fees; how fixed and appropriated.

21. Such fees shall be paid, at the time of the inspection, stamping or verification, to the inspector, who shall affix to the certificate given by him, an adhesive stamp or stamps to the amount of such fees, and shall, at the time of affixing the same, write or stamp thereon the date at which such stamp or stamps is or are affixed, and no certificate shall be valid or avail for any purpose whatsoever, unless the requisite stamps have been duly affixed thereto and cancelled. Payment of fees by stamps.

22. The Minister of Inland Revenue may from time to time direct stamps to be prepared for the purposes of this Act, bearing such device as he thinks proper; and the device on such stamps shall express the value thereof, that is to say, the sum at which they shall be reckoned in payment of the fee hereby prescribed. Preparation of stamps. Device thereon.

23. Separate accounts shall be kept of all expenditures incurred and of all fees and duties collected under the authority of this Act; and a correct statement thereof up to the thirtieth day of June then last past, shall be yearly laid before Parliament within the first fifteen days of the then next session thereof. Accounts.

Punishment for forging stamps for meters.

24. Every person who, except under the authority of this Act, makes, causes or procures to be made, or knowingly acts or assists in making, or who forges or counterfeits, or causes or procures to be forged or counterfeited, or knowingly acts or assists in the forging or counterfeiting, any stamp or mark used for the stamping or marking of any meter under this Act, shall incur a penalty not exceeding two hundred dollars and not less than fifty dollars; and every person who knowingly sells, utters or disposes of, lets, lends or exposes for sale, any meter with any such forged stamp or mark thereon, shall, for every such offence, incur a penalty not exceeding two hundred dollars and not less than twenty dollars; and all meters having on them such forged or counterfeited stamps or marks shall be forfeited and destroyed.

Knowingly using meter with forged stamp.

And for falsely altering meters, etc., or obstructing their action.

25. Every person who knowingly repairs or alters, or causes to be repaired or altered, or knowingly tampers with or does any other act in relation to, any stamped meter, so as to cause such meter to register wrongly, or who prevents or refuses lawful access to any meter in his possession or control, or obstructs or hinders any examination or testing authorized by this Act, shall incur a penalty not exceeding one hundred dollars and not less than fifty dollars, and shall pay the fees for removing and testing, and the expense of purchasing and fixing a new meter: Provided that the payment of any such penalty shall not exempt the person paying it from liability to indictment or other proceeding to which he would otherwise be liable, or deprive any other person of the right to recover damages against such person for any loss or injury sustained by such act or default.

Proviso.

Fixing unstamped meter.

26. Every person who fixes for use, or causes to be fixed for use, any meter, before it has been verified and stamped as herein required, shall incur a penalty of twenty-five dollars for every such unverified or unstamped meter.

Stamping incorrect meter.

27. Every inspector who stamps any meter without duly testing and finding it correct, or who refuses or neglects, without lawful excuse, for three days after being required under the provisions of this Act to test any meter, or to stamp any meter found correct on being so tested, or who neglects to perform any duty imposed upon him by this Act or by any regulations made under the authority thereof, shall incur a penalty not exceeding fifty dollars and not less than ten dollars, and shall be liable to dismissal from office.

Penalty for verifying fixed meter.

28. Every person, except the inspector as herein provided, who verifies or tests, or causes to be verified or tested, any meter after it has been fixed for use shall incur a penalty of twenty-five dollars for every meter so verified or tested.

Forging certificates or stamps.

29. Every person who forges or counterfeits, or causes or procures to be forged or counterfeited, any certificate purporting to be granted under this Act, or any stamp which, under this Act, is to be affixed to any such certificate, or wilfully uses any such counterfeited certificate or stamp knowing it to

be forged or counterfeited, is guilty of forgery and shall be punishable accordingly; and any one who steals any such stamp is guilty of theft.

Recovery of penalties.

30. All penalties imposed by this Act, or by any regulation made under the authority thereof, shall be recoverable in a summary manner, with costs, before any justice of the peace for the district, county or place in which the offence was committed, if the penalty does not exceed twenty dollars, and before any two justices of the peace if the penalty exceeds twenty dollars, and may, if not forthwith paid, be levied by distress and sale of the goods and chattels of the offender, by warrant under the hand and seal of the justices, by whom also any imprisonment to which the offender is liable may be awarded.

Form of suits for penalties.

2. Every such prosecution shall be instituted by the inspector, as acting in pursuance of this Act, who shall account for the amount of the penalty to the Minister of Inland Revenue, and all such penalties shall form part of the Consolidated Revenue Fund of Canada.

Limitation of suits.

31. No action or prosecution shall be brought against any person for any fine or penalty under this Act, unless it is commenced within six months after the offence is committed.

Governor in Council may interpret Act in cases of doubt.

32. The Governor in Council may, from time to time, make such regulations, not inconsistent with this Act, as are necessary for giving effect to its provisions, and for declaring its true intent and meaning in all cases of doubt.

Commencement of Act

33. This Act shall come into force upon such day as the Governor General by proclamation directs.

No. 188.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the inspection of Water Meters.

First reading, July 3, 1905.

MR. BRODEUR.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 189.] **BILL.** [1905.

An Act further to amend the Dominion Elections Act, 1900.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. *The Dominion Elections Act*, 1900, is amended by inserting the following sections immediately after section 118:— 1900, c. 12, sections added.

"**118A.** Any person who before or during an election knowingly prints, publishes, posts, circulates, or distributes any written or printed statement falsely purporting to be made by or on behalf of a candidate at such election, for the purpose of prejudicially affecting the election of such candidate, or of promoting or procuring the election of another candidate, is guilty of an unlawful act, and shall also forfeit the sum of two hundred dollars to any person who sues therefor, with costs." Statements falsely purporting to be by candidate. Penalty.

"**118B.** Every bill, circular, placard or poster, having reference to an election shall bear on the face thereof the name and address of the printer and publisher thereof; and any person printing, publishing, posting, circulating or distributing, or causing to be printed, published, posted, circulated, or distributed, any such bill, circular, placard, or poster as aforesaid which fails to bear upon the face thereof the name and address of the printer and publisher is guilty of an unlawful act, and shall also forfeit the sum of two hundred dollars to any person who sues therefor, with costs." Posters without name and address of printer and publisher. Penalty.

2. Section 119 of the said Act is amended by striking out the word "two" in the second line and substituting therefor the word "four". Section 119 amended.

3. Section 120 of the said Act is amended by striking out the word "twelve" in the first line and substituting therefor the word "fourteen". Section 120 amended.

No. 189.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act further to amend the Dominion Elections Act, 1900.

First reading, July 5, 1905.

Mr. BORDEN (Carleton).

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 190.] **BILL.** [1905.

An Act to amend the Customs Tariff, 1897.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The following item is inserted in schedule A to *The Customs Tariff*, 1897, immediately after item 8:— 1897, c. 16.

"8*a*. Wines of all kinds, except sparkling wines, containing not more than forty per cent of spirit of the strength of proof, whether imported in wood or in bottles (six quart or twelve pint bottles to be held to contain a gallon), when the produce or manufacture of any British Colony or Territory in the South African Customs Union Convention, twenty five cents per gallon." Wines.

2. The following item is inserted in the said schedule immediately after item 50:— Rolled oats.

"50*a*. Rolled oats, six-tenths of a cent per pound."

3. Item 158 in the said schedule is amended by striking out the words "Dry white and." White lead.

4. The following items are inserted in the said schedule immediately after item 158:— White lead.

"158*a*. Dry white lead, thirty per cent ad valorem.

"158*b*. White lead ground in oil, thirty-five per cent ad valorem."

5. Item 187 in the said schedule is repealed and the following is substituted therefor:— Cement.

"187. Cement, Portland and hydraulic or water lime, in barrels or casks, the weight of the package to be included in the weight for duty, twelve and one-half cents per one hundred pounds; in bags, twelve and one-half cents per one hundred pounds together with twenty five per cent ad valorem on the bag."

6. Item 455 in schedule B to *The Customs Tariff*, 1897, is repealed and the following is substituted therefor:— Settlers' effects.

"455. Settlers' effects, viz:—Wearing apparel, books, usual and reasonable household furniture and other household effects; instruments and tools of trade, occupation or employment, guns, musical instruments, domestic sewing machines, typewriters, bicycles, carts, wagons and other highway vehicles, agricultural implements and live stock for the farm, not to include live stock or articles for sale, or for use as a

contractor's outfit, nor vehicles nor implements moved by mechanical power, nor machinery for use in any manufacturing establishment; all the foregoing if actually owned abroad by the settler for at least six months before his removal to Canada and subject to regulations by the Minister of Customs: Provided that any dutiable articles entered as settlers' effects may not be so entered unless brought by the settler on his first arrival, and shall not be sold or otherwise disposed of without payment of duty until after twelve months actual use in Canada."

Machinery for beet-root sugar factories.

7. Item 555*a* in the said schedule B, as that item is enacted by section 11 of chapter 11 of the statutes of 1904, is repealed and the following is substituted therefor:—

"555*a*. Machinery of every kind and structural iron and steel, when imported under regulations to be made by the Minister of Customs, for use in the construction and equipment of factories for the manufacture of sugar from beet root, until the thirtieth day of June, 1906."

Machinery for alluvial gold mining.

8. Item 555*c* in the said schedule B, as that item is enacted by section 12 of chapter 11 of the statutes of 1904, is repealed and the following is substituted therefor:—

"555*c*. Machinery and appliances of a kind not made in Canada, for use exclusively in alluvial gold mining, until the thirtieth day of June, 1906."

1904. c. 11, s. 18 amended.

9. Section 18 of the said chapter 11 of the statutes of 1904 is amended by inserting, after the word "production" in the fourth line, the words "or from any British country."

Commencement of Act.

10. This Act shall be held to have come into force on the seventh day of July, one thousand nine hundred and five, and to have applied to all goods imported or taken out of warehouse for consumption on or after that day, and to have also applied to goods previously imported for which no entry for consumption was made before that day, except as otherwise provided in this Act.

No. 190.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

BILL.

An Act to amend the Customs Tariff, 18

First reading, July 6, 1905.

MR. FIELDING

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No 192.] **BILL.** [1905.

An Act respecting the powers of the Harbour Commissioners of Montreal.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Monument to Hon. John Young.

1. The Harbour Commissioners of Montreal may, out of the revenues of the harbour, appropriate a sum not exceeding six thousand dollars towards the erection, under the direction of the Minister of Marine and Fisheries, of a monument, within the limits of the said harbour, to the late Honourable John Young.

No. 192.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act respecting the powers of the Harbour Commissioners of Montreal.

First reading, July 7, 1905.

MR. PRÉFONTAINE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 194.] **BILL.** [1905.

An Act to amend the Revised Statute respecting the House of Commons, and the Dominion Elections Act, 1900.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 8 of the Act respecting the House of Commons, being chapter 13 of the Revised Statutes, is amended by adding thereto the following subsection:— R.S.C., c. 13, s. 8 amended.

"3. In case the seat of any member of the House of Commons is vacated for any cause, if the writ for the election of a new member has not issued within..... after such vacancy occurred it shall be the duty of the Clerk of the Crown in Chancery to issue the writ forthwith,—which writ shall be addressed to such person and be dated and be returnable on such days as he determines; and all courts, officers, and persons shall give full effect to the writ so issued." In case of delay, issue of writ by Clerk of Crown in Chancery.

2. Subsection 1 of section 9 of the said Act is amended by inserting after the word "writ" in the second line thereof the words "or the said Clerk may himself, pursuant to the provisions of the next preceding section, issue a new writ." Section 9 amended.

3. Section 10 of *The Dominion Elections Act*, 1900, is repealed and the following section is substituted therefor:— 1900, c. 12, new s. 10.

"**10.** Every writ for an election shall be addressed to such person, and be dated and be returnable on such days, as the Governor General determines, or as the Clerk of the Crown in Chancery determines in cases where such Clerk has authority to so determine pursuant to the *Act respecting the House of Commons*. Date, address and return of writ.

"2. It shall be forwarded by the Clerk of the Crown in Chancery to the person to whom it is so addressed; and it shall be transmitted to such person by mail, unless the Clerk of the Crown in Chancery otherwise orders. Transmission.

"3. It shall be in the form A, *mutatis mutandis*." Form.

4. Section 11 of *The Dominion Elections Act*, 1900, is repealed and the following section is substituted therefor:— New s. 11.

"**11.** The person to whom a writ is addressed, as hereinbefore provided, shall be the returning officer at the election to which such writ relates: Provided always, that if the person to whom the writ has been addressed refuses, or is disqualified or unable to act, the Governor General, or the Clerk of the Crown in Chancery where such person had been nominated by him, may appoint another person to be such returning officer." Returning officers. Proviso.

No. 194.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act to amend the Revised Statute respecting the House of Commons, and the Dominion Elections Act, 1900.

First reading, July 10, 1905.

MR. BORDEN (Carleton).

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 195.] **BILL.** [1905.

An Act respecting roads and road allowances in the provinces of Saskatchewan and Alberta.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

Short title.

1. This Act may be cited as *The Saskatchewan and Alberta Roads Act.*

Certain road allowances transferred to the provinces.

2. All road allowances in townships now or hereafter surveyed and subdivided, and all road allowances set out on block lines now or hereafter surveyed, in the North-West Territories within the limits of the province of Saskatchewan or the province of Alberta, as those provinces are defined in *The Saskatchewan Act* and *The Alberta Act* respectively, the plans of survey of which have been duly approved, and the Dominion lands comprised in such road allowances, shall be vested in the Crown in the right of the province within which such road allowances are situate.

Survey of road or trail before transfer to province.

3. On the Minister of the Interior receiving notice from the Lieutenant Governor in Council of either of the said provinces that it is desired that any public travelled road or trail in the province, which existed as such prior to the subdivision of the land into sections, shall be transferred to the province, the Governor in Council may authorize and direct the survey of such road or trail by a Dominion land surveyor.

Changes in location.

2. In making the survey, the surveyor may make such changes in the location of the road or trail as he deems necessary for improving it, without, however, altering its main direction.

Filing of returns of survey to vest lands in province.

4. The returns of every such survey shall be made to the Department of the Interior; and, upon a duplicate copy of such returns, approved by the Surveyor General, being filed in the proper land titles office, the public travelled road or trail, so far as the lands within its limits are Dominion lands, as well as the Dominion lands comprised therein, shall vest in the Crown in the right of the province, subject to the right of any person who has acquired any interest in such lands.

Survey of new roads by province.

5. The Lieutenant Governor in Council of either of the said provinces may cause to be surveyed and marked on the ground by a Dominion land surveyor, in accordance with the system of Dominion lands survey obtaining in the locality, such new

roads as are from time to time deemed necessary to aid in the development of any locality which cannot be conveniently served by existing road allowances or other public highways.

Filing of returns of survey to vest lands in province.

6. The returns of every such last-mentioned survey shall be made to the Department of the Interior, and, upon a duplicate copy of such returns, approved by the Surveyor General, being filed in the proper land titles office, the road or roads shown thereon to have been surveyed as aforesaid, so far as the lands within their limits are Dominion lands, and the Dominion lands comprised therein, shall vest in the Crown in the right of the province, subject to the right of any person who has acquired any interest in such lands.

Road allowances and roads transferred from N.W.T. to provinces.

7. All road allowances, public travelled roads or trails, and new roads in either of the said provinces hitherto transferred to or for the use of the North West Territories, or subjected to the direction, management, or control of the Lieutenant Governor in Council of the North West Territories, so far as the lands within their limits are Dominion lands, and the Dominion lands comprised therein, shall be vested in the Crown in the right of the provinces in which they are situate.

No. 195.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act respecting roads and road allowances in the provinces of Saskatchewan and Alberta.

First reading, July 10, 1905.

MR. OLIVER.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

No. 196.] **BILL.** [1905.

An Act in amendment of the Criminal Code, 1892.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. *The Criminal Code*, 1892, is amended by inserting the following sections immediately after section 526: 1892, c. 29, new sections, respecting trading stamps.

"**526A.** In this section—

"(*a.*) The expression "trading stamps" includes, besides trading stamps commonly so called, any form of cash receipt, receipt, coupon, premium ticket or other device, designed or intended to be given to the purchaser of goods by the vendor thereof or his employee or agent, and to represent a discount on the price of such goods or a premium to the purchaser thereof, which is redeemable either

"(i.) by any person other than the vendor, or

"(ii.) by the vendor in cash or goods not his property, or not his exclusive property, or

"(iii.) by the vendor elsewhere than in the premises where such goods are purchased,

or which does not show upon its face the place of its delivery and the merchantable value thereof, or is not redeemable at any time;

"(*b.*) The expression "goods" means anything which is merchandise or the subject of trade or manufacture;

"(*c.*) The expression "every one", "vendor", "purchaser", "merchant", "agent" or "person" includes any partnership, or company or body corporate.

"2. Every one is guilty of an indictable offence and liable to one year's imprisonment, and to a fine not exceeding five hundred dollars, who, by himself or his employee or agent, directly or indirectly, issues, gives, sells or otherwise disposes of, or offers to issue, give, sell or otherwise dispose of trading stamps to a merchant or dealer in goods for use in his business.

"3. Every one is guilty of an indictable offence and liable to six months' imprisonment, and to a fine not exceeding two hundred dollars, who, being a merchant or dealer in goods, by himself or his employee or agent, directly or indirectly, gives or in any way disposes of, or offers to give or in any way dispose of trading stamps to a purchaser from him of any such goods.

"4. Every one is guilty of an offence and liable on summary conviction, to a fine not exceeding twenty dollars, who, being a purchaser of goods from a merchant or dealer in goods, directly or indirectly receives or takes trading stamps from the vendor of such goods or his employee or agent."

"**526** B. Any executive officer of a corporation or company guilty of an offence under subsection 2 or subsection 3 of the next preceding section who in any way aids or abets in or counsels or procures the commission of such offence, is guilty of an indictable offence and liable to the punishment stated in the said subsections respectively."

No. 196.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL

An Act in amendment of the Criminal Code, 1892.

First reading, July 10, 1905.

MR. FITZPATRICK.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 197.] **BILL.** [1905.

An Act to amend the Adulteration Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. *The Adulteration Act*, chapter 107 of the Revised Statutes, is amended by inserting the following section immediately after section 24:— R.S.C., c. 107 amended.

"**24** A. No proprietary or patent medicine shall be manufactured or imported into Canada, or sold or offered for sale therein, which has not attached to the package a formula setting forth the component parts of the medicine; and this formula must form an inseparable part of the general label, on which shall also appear the name and address of the manufacturer. Label on patent medicine package.

"2. Every person who sells or offers or exposes for sale any proprietary or patent medicine in respect of which the provisions of this section have not been complied with shall be liable to a penalty not exceeding $50 for the first offence, and for each subsequent offence to a penalty not exceeding $100." Penalty.

No. 197.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend the Adulteration Act.

First reading, July 11, 1905.

MR. BERGERON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

No. 199.] **BILL.** [1905.

An Act to amend an Act respecting an Arbitration between His Majesty and the Grand Trunk Railway Company of Canada.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1905, c. 16, new s. 4.

1. Section 4 of chapter 16 of the statutes of 1904, intituled *An Act respecting an arbitration between His Majesty and the Grand Trunk Railway Company of Canada*, is repealed and the following is substituted therefor :—

Number of awards not limited.

"**4.** The said arbitrators shall not be limited to making one award, or one award under each of the said agreements, but they, or a majority of them, may from time to time make such number of awards as to them seems best; and in any such award they may embody their decision, or that of a majority of them, upon any one or more of the disputes or claims referred to them or forming subjects of the reference.

Time for making award.

"2. Notwithstanding anything in the said agreements or either of them, the said arbitrators, or a majority of them, may render their award or awards at any time during the progress of the said reference, or at any time within three months after the final hearing of all the evidence and arguments upon the said reference; but this period may be extended, either before or after its expiration by the written consent of both parties, or by a judge of the Supreme Court of Canada upon the application of either of the parties.

What claims may be adjudicated upon.

"3. The said arbitrators may adjudicate upon and decide any dispute or claim under the said agreements, or either of them, or arising out of any matter or thing which happened or was done at any time after the commencement of the proceeding for such reference, and before the first day of January, one thousand nine hundred and five, and which has been or may be brought before them by either of the said parties for adjudication.

Competence of arbitrator after appointment as Railway Commissioner.

"4. Notwithstanding anything contained in section 13 of *The Railway Act*, 1903, any of the said arbitrators who has been or shall be appointed a member of the Board of Railway Commissioners for Canada may continue to act as such arbitrator until the conclusion of such reference and the making of the final award or awards thereon."

No. 199.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

BILL.

An Act to amend an Act respecting an Arbitration between His Majesty and the Grand Trunk Railway Company of Canada.

First reading, July 12, 1905.

Mr. Fitzpatrick.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

A.] **BILL.** [1905.

An Act for the relief of Edward Albert Murphy.

Preamble.

WHEREAS Edward Albert Murphy, of the city and district of Montreal, in the Province of Quebec, commercial traveller, has by his petition humbly set forth that on the twenty-ninth day of June, A.D. 1897, he was married to Susan Margaret Dillon, of the said city of Montreal, spinster, at Rouse's Point, in the State of New York, and afterwards, on the first day of July, A.D. 1897, a further ceremony of marriage between the said parties was celebrated at the said city of Montreal; that they cohabited until the month of October, A.D. 1899; that there is no issue of the said marriage; that since the said marriage she committed adultery; that ever since he discovered the said adultery they have lived separate and apart and have not cohabited; that since such separation she has committed further acts of adultery; and whereas he has humbly prayed that the said marriage may be dissolved and that he may be authorized to marry again, and that such further relief may be granted him as may be deemed meet; and whereas he has proved the said allegations of his petition and it is expedient to grant the prayer thereof: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between the said Edward Albert Murphy and the said Susan Margaret Dillon, his wife, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Edward Albert Murphy may at any time hereafter marry any woman whom he might lawfully marry in case the said marriage with the said Susan Margaret Dillon had not been solemnized.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

B

An Act for the relief of James Arthur Pryor.

Received and read a first time, Tuesday, 14th February, 1905.
Second reading, Wednesday, 1st March, 1905.

Honourable Mr. PERLEY.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

C.] **BILL.** [1905.

An Act for the relief of Clara Bidwell McDermot.

Preamble.

WHEREAS Clara Bidwell McDermot, formerly Clara Bidwell Willcox, of the village of Port Perry in the county of Ontario and province of Ontario, the wife of George Burton McDermot, formerly of the same place but now residing near the village of Golden in the province of British Columbia, rancher, hath, by her petition, set forth that on the twenty-ninth day of November, one thousand eight hundred and eighty-one, she was lawfully married at the said village of Port Perry to him; that they co-habited from the date of such marriage until about the month of March, one thousand eight hundred and eighty-nine; that there were born of such marriage three children now living namely, Caroline Burton McDermot, aged about twenty-two years, Marion Howard McDermot, aged about twenty years, and Agnes Proudfoot McDermot, aged about sixteen years; that about the month of March, one thousand eight hundred and eighty-nine, he deserted her and since then has continued to live apart from her; that before deserting her he used great cruelty towards both her and the children above named; that from in or about the month of April, one thousand nine hundred and one, until about the month of April, one thousand nine hundred and three, he was an habitual frequenter of a house of ill-fame in the said village of Golden and between said dates, at said place, committed adultery with various women in the said house of ill-fame; that he also committed adultery at the said village of Golden about the month of November, one thousand nine hundred and three, with a certain other woman; and whereas she has prayed that the said marriage may be dissolved and that she may be authorized to marry again, and that such further relief may be afforded her as is deemed meet; and whereas she has proved the said allegations of her petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between the said Clara Bidwell McDermot, formerly Clara Bidwell Willcox, and the said George Burton McDermot, her husband, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Clara Bidwell McDermot, formerly Clara Bidwell Willcox, may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said George Burton McDermot had not been solemnized.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

C

An Act for the relief of Clara Bidwell McDermot.

Received and read a first time, Thursday, 16th February, 1905.
Second reading Friday, 3rd March, 1905.

Honourable Mr. YOUNG.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

D.] **BILL.** [1905.

An Act to amend The Railway Act, 1903, as regards the free transportation of Senators and Members of the House of Commons.

HIS Majesty, by and with the advice and consent of the Senate and the House of Commons of Canada, enacts as follows:— Preamble.

1. Subsection 5 of section 275 of *The Railway Act*, 1903, is hereby amended by inserting in the third line thereof, after the word "baggage", the words "upon presentation of a card of identification approved of and certified by the Clerk of the Senate or by the Clerk of the House of Commons, as the case may be." 1903, c. 58, s. 275, subs. 5 amended.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

SENATE OF CANADA.

BILL.

D

An Act to amend the Railway Act, 1903, as regards the free transportation of Senators and Members of the House of Commons.

Received and read a first time Thursday, 16th February, 1905.
Second reading Thursday, 23rd February, 1905.

Honourable Mr. CASGRAIN
(*de Lanaudière*).

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

E.] **BILL.** [1905.

An Act for the relief of Arthur Howe Hersey.

Preamble.

WHEREAS Arthur Howe Hersey of the city of Montreal, in the district of Montreal, and province of Quebec, merchant, has by his petition set forth that on the twenty-second of June, one thousand eight hundred and ninety-one, at the city of Montreal, aforesaid, he was lawfully married to Elizabeth Jane Barry, then of the city of Montreal, spinster; that they cohabited until about the month of May, one thousand nine hundred and two; that no children were born of the said marriage; that in the month of May, one thousand nine hundred and two, she deserted him and has since been guilty of adultery; that she has ever since lived apart from him; and whereas he has humbly prayed that the said marriage may be dissolved and that he may be authorized to marry again, and that such further relief may be afforded him as is deemed meet; and whereas he has proved the said allegations of his petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between the said Arthur Howe Hersey and Elizabeth Jane Barry, his wife, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Arthur Howe Hersey may at any time hereafter marry any woman whom he might lawfully marry in case the said marriage with the said Elizabeth Jane Barry had not been solemnized.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

E

An Act for the relief of Arthur Howe Hersey.

Received and read a first time, Thursday, 23rd February, 1905.
Second reading, Friday, 10th March, 1905.

Honourable Mr. KERR,
(Cobourg.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

F.] **BILL.** [1905.

An Act for the relief of Jane Marie Fitz-Simons.

Preamble.

WHEREAS Dame Jane Marie Fitz-Simons, presently residing at Utica in the State of New York, one of the United States of America, wife of Cradock Percy Booth Simpson, of the city of Montreal, in the Province of Quebec, real estate agent, hath by her petition set forth that on the fourteenth day of May, one thousand eight hundred and ninety-two, she was lawfully married, at the city of Syracuse in the State of New York, one of the United States of America, to him; that they cohabited until the year one thousand nine hundred and two; that no children were born of the said marriage; that during the year one thousand nine hundred and two, by his irregular and scandalous life and by his cruelty to her, he forced her to abandon the conjugal domicile, and she has ever since lived separate and apart from him; that he has become a constant and habitual frequenter of houses of ill-fame in the city of Montreal and committed adultery frequently during the years one thousand nine hundred and two, one thousand nine hundred and three and one thousand nine hundred and four; and whereas she has humbly prayed that the said marriage be dissolved and that she be authorized to marry again, and that such further relief be afforded her as is deemed meet; and whereas she has proved the said allegations of her petition and has established the adultery above mentioned, and it is expedient that the prayer of her said petition should be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between the said Jane Marie Fitz-Simons and the said Cradock Percy Booth Simpson, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Jane Marie Fitz-Simons may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Cradock Percy Booth Simpson had not been solemnized.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA

BILL

F

An Act for the relief of Jane Marie Fitz-Simons.

Received and read a first time, Thursday, 23rd February, 1905.
Second reading, Friday, 10th March, 1905.

Honourable Mr. YOUNG.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

G.] **BILL.** [1905.

An Act respecting the Western Alberta Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Extension of time for construction.

1898, c. 90, s. 4; 1903, c. 200, s. 2.

1. The Western Alberta Railway Company may, within five years after the passing of this Act, construct and complete the railway which, by section 4 of chapter 90 of the statutes of 1898, as amended by section 2 of chapter 200 of the statutes of 1903, it has been authorized to construct; provided that as to so much of the said railway as is not constructed within that period the powers of the said company shall cease and determine.

Repeal of previous limitations of time.

2. Chapter 85 of the statutes of 1900, and section 2 of chapter 200 of the statutes of 1903 are hereby repealed.

Agreement with the Alberta Railway and Irrigation Company authorized.

3. Subject to the provisions of sections 281 to 283, both inclusive, of *The Railway Act*, 1903, the Western Alberta Railway Company may enter into an agreement with the Alberta Railway and Irrigation Company for the sale of the railway and undertaking of the Western Alberta Railway Company, in whole or in part, and also of its rights, franchises, powers, privileges, assets and properties, real and personal, or for an amalgamation with that company under the name of "The Alberta Railway and Irrigation Company."

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA

BILL

G

An Act respecting the Western Alberta Railway Company.

Received and read a first time, Friday, 24th February, 1905.
Second reading, Friday, 3rd March, 1905.

Honourable Mr. LOUGHEED.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

H.] **BILL.** [1905.

An Act to incorporate the Anthracite Coal Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Patrick Burns, Thoburn Allan and John Michael Burns, all of the city of Calgary, in the North-West Territories of Canada, together with such persons as become shareholders in the Company, are incorporated under the name of the Anthracite Coal Railway Company hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock. Calls thereon.

4. The head office of the Company shall be in the city of Calgary aforesaid. Head office.

5. The annual meeting of the shareholders shall be held on the first Wednesday in October. Annual meeting.

6. The number of directors shall be three, one or more of whom may be paid directors. Number of directors.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point at or near the coal deposits in townships eighteen and nineteen in ranges seven and eight west of the Fifth Meridian and running easterly and southerly to a point at or near the town of Lethbridge. Line of railway described.

8. The securities issued by the Company shall not exceed twenty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

Agreements with other companies.

9. Any agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Canadian Pacific Railway Company, or the Alberta Railway and Irrigation Company.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

H

An Act to incorporate the Anthracite Coal Railway Company.

Received and read a first time, Friday, 24th February, 1905.
Second reading, Friday, 3rd March, 1905.

Honourable Mr. LOUGHEED.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

I.] **BILL.** [1905.

An Act to incorporate the Fessenden Wireless Telegraph Company of Canada.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Reginald Aubrey Fessenden, electrical engineer, of Washington, United States of America; Thomas Fyshe, general manager Merchants Bank of Canada, of Montreal; Edward Walter Rathbun, manufacturer, of Deseronto, Ontario; William Inkerman Gear, steamship owner and agent; Frederic Minden Cole, insurance broker, and George Washington Stephens, general agent, all three of Montreal, together with such other persons as may become shareholders in the company, are hereby incorporated under the name of "The Fessenden Wireless Telegraph Company of Canada," hereinafter called "the Company". Incorporation. Corporate name.

2. The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be two hundred thousand dollars and shall be divided into shares of one hundred dollars each, and may be called up by the directors from time to time as they deem necessary, but no one call shall exceed ten per cent on the shares subscribed. Capital and shares. Calls.

4. At any time after the whole capital stock of the Company has been subscribed and fifty per cent thereon has been paid up, the directors may, by by-law, increase the capital stock of the Company to any amount which they consider requisite for the due carrying out of the objects of the Company. Increase of capital.

5. The directors may at any time, by by-law, reduce the capital stock of the Company to any amount which they consider advisable and sufficient for the due carrying out of the undertaking of the Company. Reduction of capital.

6. No by-law for increasing or reducing the capital stock shall have any force or effect until it is approved of by the votes of holders of at least two-thirds in value of the subscribed Assent of shareholders to increase or reduction of capital.

capital stock present or represented by proxy at a special general meeting duly called for the purpose of considering such by-law.

Head office.

7. The head office of the Company shall be in the city of Montreal, in the Province of Quebec, or in such other place in Canada as the Company from time to time determines by by-law.

General powers.

8. The Company may establish, construct, install, maintain and operate all stations, works and appliances requisite or necessary to direct, or operate and conduct a business or businesses of telegraphic or other electric or magnetic communication by means of a wireless or other system or systems, and may transmit messages for reward, within all parts of the Dominion of Canada, and in any and all places subject to the authority of the Parliament of Canada; the Company may further acquire, by purchase or otherwise, or may construct, establish, install, maintain, operate or otherwise deal with any and all electric, magnetic or other contrivances, undertakings or systems of every class and description for communicating or transmitting messages or signalling within the aforesaid territory, and may own, lease, construct, equip, maintain, operate or otherwise control any and all systems for the generation, transmission and reception of electrical or magnetic energy.

Power to acquire lands, etc.

9. The Company may acquire by purchase, lease or otherwise, for the purposes of its business or undertaking, any and all lands, property, buildings, constructions and works, or any interest or interests therein.

Powers to deal in electrical apparatus, etc.

10. The Company may manufacture, purchase, lease, rent, sell, install, equip and license the use of, and in any and every way deal in electric or magnetic apparatuses, instruments and appliances, and may buy, obtain, acquire, hold, hire, exploit and deal in Canadian and foreign inventions, discoveries, patents, patent rights, claims and interests to such and to other apparatuses, instruments and appliances.

Agreements with other companies.

11. The Company may enter into agreements with any government, corporation or person for the purpose of establishing, constructing and operating its works or systems.

Use of other lines, systems, works, etc.

12. The Company may enter into any arrangements with any government, corporation or person owning or controlling any line of telegraphic or telephonic communication, or any system of signalling, or any power or right to use communications of that nature, to use its lines or systems, or cables or telegraphic, telephonic or other means of communication, facilities or works, upon such terms and in such manner as the directors from time to time deem expedient.

Right of entry on lands.

13. The Company may enter upon the lands of any person or corporation whatsoever, and survey the same, and set out and ascertain such parts thereof as it thinks necessary and proper for the construction and erection of the works of the Company or its said lines of telegraph or system, and take

possession of and use the same for such purpose; and when the said lines or system pass through any wood, cut down the trees and underwood for the space of fifty feet on each side of the said lines or system, doing as little damage as may be in the execution of the several powers hereby granted; and the Company shall make compensation and satisfaction whenever required so to do, to the owners or proprietors of, or the persons interested in, the lands so entered upon, for all damage by them sustained resulting from the execution of any of the powers granted by this Act. Taking of lands. Compensation.

2. If the Company cannot agree with the owner or occupant of any lands which it may take for the purposes aforesaid, with respect to any damage done thereto by constructing its stations, works, signal towers or other structures or its lines or system, the Company and such owner or occupant shall each choose an arbitrator, and the said arbitrators shall choose a third, and the decision of the matter in difference of any two of such arbitrators in writing shall be final; and if the said owner or occupant, or the agent of the Company, neglects or refuses to choose an arbitrator within four days after notice in writing, and upon proof of service of such notice, or if two such arbitrators, when duly choosen, disagree in the choice of a third arbitrator, then, and in any such case, the Minister of Public Works may appoint any such arbitrator, or such third arbitrator, as the case may be, and the arbitrator so appointed shall possess the same power as if chosen in the manner above provided. Arbitration as to compensation.

14. The Company may receive, either by grant from any government or person as aid in the construction of any of the works or operations authorized by this Act, or for carrying on the same, lands, properties, franchises, sums of money or debentures, as gifts or by way of bonus or otherwise, and may alienate the same in promoting any of the affairs, businesses and operations of the Company; and the Company may receive exemptions from taxation and all other exemptions which may be granted by municipal or other authority. Power to receive aid.

15. The Company may amalgamate with or acquire the rights of any other company having similar objects. Amalgamation.

16. The directors of the Company elected by the shareholders may make and issue as paid up stock, shares of the Company, whether subscribed for or not, and may allot and hand over such stock in payment for right of way, plant, apparatus, appliances, materials, inventions, and rights and privileges to use the same, and also for the services of contractors and engineers. Issue of paid-up stock.

17. If authorized by a two-thirds vote in value of the shareholders the directors may borrow money for the purposes of the Company, and pledge, mortgage and hypothecate its property and assets as security for the same. Borrowing powers.

18. The Company may exercise and enjoy all powers granted by this Act in any place within the legislative authority of the Parliament of Canada, or between any points therein and any Locality in which powers may be exercised.

place outside of Canada with which telegraphic communication or connection may be established from any portion of Canada.

Application of 1903, c. 58, s. 195.

19. Subject to the provisions of this Act, section 195 of *The Railway Act*, 1903, shall apply to the Company.

R.S.C., c. 118.

20. Section 39 of *The Companies Clauses Act* shall not apply to the Company.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA

BILL

I

An Act to incorporate the Fessenden Wireless Telegraph Company of Canada.

Received and read a first time, Thursday, 16th March, 1905.
Second reading, Tuesday, 21st March, 1905.

Honourable Mr. Domville.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

J.] **BILL.** [1905

An Act for the relief of Philip Vibert.

WHEREAS, Philip Vibert, of the town of Lethbridge in the district of Alberta, in the North-west Territories of Canada, bank manager, has by his petition humbly set forth that on the fifth day of June, one thousand eight hundred and ninety-four, he was lawfully married to Louie Blanche Vibert, formerly Louie Blanche Martin; that they co-habited until the twenty-sixth day of January, one thousand nine hundred and three, and had issue of the said marriage two children, both of whom are living; that on the twenty-sixth day of January, one thousand nine hundred and three, they agreed to separate and live apart from each other; that on the twenty-sixth day of January, one thousand nine hundred and three, she left him and went to the city of Montreal, in the Dominion of Canada, and afterwards to the city of New York, in the State of New York, one of the United States of America, and has not since resided with him; that since the date of the said separation she has committed adultery in the city of New York in the State of New York, one of the United States of America; and whereas he has humbly prayed that the said marriage may be dissolved so as to enable him to marry again, and that such further relief may be afforded to him as is deemed meet; and whereas he has proved the said allegations in his petition, and it is expedient that the prayer thereof be granted: Therefore His Majesty, by and with the advice and consent of the Senateand House of Commons of Canada, enacts as follows:— Preamble.

1. The said marriage between the said Philip Vibert and Louie Blanche Vibert his wife is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Philip Vibert may at any time hereafter marry any woman whom he might lawfully marry in case the said marriage with the said Louie Blanche Vibert had not been solemnized. Right to marry again.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

J

An Act for the relief of Philip Vibert.

Received and read a first time, Thursday, 16th March, 1905.
Second reading, Friday, 31st March, 1905.

Honourable MR. YOUNG.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

K.] **BILL.** [1905.

An Act for the relief of George Pearson.

WHEREAS George Pearson, of the city of Toronto, in the county of York, in the Province of Ontario, contractor, has by his petition humbly set forth that on the eleventh day of May, one thousand eight hundred and ninety-one, at the town of Peterboro in the Province of Ontario, he was lawfully married to Teresa Odelia Pearson, then Teresa Odelia Schrieber; that the said marriage was by license duly obtained and was celebrated by the Reverend Mr. Lock; that they cohabited for a period of about nine years; that in or about the month of July, one thousand nine hundred and two, at the city of Buffalo, in the state of New York, one of the United States of America, she committed adultery with one Chris. Johnston, and has since then on divers occasions committed adultery with the said Chris. Johnston; that she has since lived with the said Chris. Johnston as man and wife; that the petitioner ever since he discovered the said adultery has lived separate and apart from her and that he has never since cohabited with her; and whereas he has humbly prayed that the said marriage may be dissolved so as to enable him to marry again and that such further relief may be afforded him as is deemed meet; and whereas he has proved the said allegations of his petition and it is expedient that the prayer thereof be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The said marriage between the said George Pearson and Teresa Odelia Pearson, his wife, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said George Pearson may at any time hereafter marry any woman whom he might lawfully marry if the said marriage with the said Teresa Odelia Pearson had not been solemnized. Right to marry again.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

K

An Act for the relief of George Pearson.

Received and read a first time, Friday, 17th March, 1905.
Second reading, Tuesday, 4th April, 1905.

Honourable Mr. PERLEY.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

L.] **BILL.** [1905.

An Act for the relief of George Dance Harper

Preamble.

WHEREAS George Dance Harper, of the city and district of Montreal, in the Province of Quebec, merchant, has by his petition set forth that on the fourth day of June, one thousand eight hundred and ninety, he was lawfully married to Dame Nathalie Sallie Parker at the city of Dover, in the State of New Hampshire, one of the United States of America; that at the time of the said marriage he was domiciled in Canada, and shortly after the said marriage he returned to the city of Montreal, and thereafter he and his said wife were and continued, up to in or about the month of August, one thousand eight hundred and ninety-six, to be domiciled in the said city of Montreal and in the Dominion of Canada; that in the months of August and September, one thousand eight hundred and ninety-six, she committed adultery with one George Smythe; and whereas the said George Dance Harper has humbly prayed that the said marriage may be dissolved, and that he may be authorized to marry again, and that such further relief may be afforded him as is deemed meet; and whereas he has proved the said allegations of his said petition, and it is expedient that the prayer thereof be granted: Therefore His Majesty, by and with the consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between the said George Dance Harper and the said Nathalie Sallie Parker, his wife, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said George Dance Harper may at any time hereafter marry any other woman whom he might lawfully marry if the said marriage with the said Nathalie Sallie Parker had not been solemnized.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

L

An Act for the relief of George Dance Harper.

Received and read a first time, Friday, 17th March, 1905.
Second reading, Tuesday, 4th April, 1905.

Honourable Mr. KERR,
(Cobourg.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

M.] **BILL.** [1905.

An Act to amend "An Act respecting certain patents of William A. Damen."

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer thereof: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1904, c. 72 preamble amended.

1. Chapter 72 of the Statutes of 1904 is hereby amended by inserting after the word "wires", in the seventeenth line of the preamble thereof, the words "and patent number fifty-four thousand seven hundred and seven, dated the twenty-second day of January, one thousand eight hundred and ninety-seven, for improvements in apparatus for making pneumatic tires", and the effect of the said Statute is extended to the said preamble as so amended.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

M

An Act to amend "An Act respecting certain patents of William A. Damen."

Received and read a first time, Wednesday, 22nd March, 1905.
Second reading, Friday, 24th March, 1905.

Honourable Mr. KERR,
(Cobourg.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

N.] **BILL.** [1905.

An Act respecting the Citizens' Bank of Canada.

WHEREAS the provisional directors of the Citizens' Bank of Canada have, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1903, c. 106.

1. Notwithstanding anything contained in *The Bank Act*, or in chapter 106 of the Statutes of 1903, incorporating The Citizens' Bank of Canada, the Treasury Board may within one year from the date of the passing of this Act give to the Citizens' Bank of Canada, hereinafter called "the Bank," the certificate required by section 14 of *The Bank Act*. Extension of time for Treasury Board certificate. 1890, c. 31, s. 14.

2. In the event of the Bank not obtaining the said certificate from the Treasury Board within the time aforesaid, the rights, powers and privileges conferred on the Bank by the said Act of incorporation and by this Act shall thereupon cease and determine, but otherwise shall remain in full force and effect notwithstanding section 16 of *The Bank Act*. Application of 1890, c. 31, s. 16, as to charter.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

N

An Act respecting The Citizens' Bank of Canada.

Received and read a first time, Wednesday, 22nd March, 1905.
Second reading, Friday, 24th April, 1905.

Honourable Mr. COFFEY.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

O.] **BILL.** [1905.

An Act to incorporate the Owen Sound and Meaford Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition : Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble.

1. John Wright, James McLauchlan, Christopher Eaton, Alexander Grant MacKay, Benjamin Allen and Horace Bruce Smith, of the town of Owen Sound, in the county of Grey, and George Brown, marble dealer, of the Town of Meaford, county of Grey, together with such persons as become shareholders in the company, are incorporated under the name of "The Owen Sound and Meaford Railway Company," hereinafter called "the Company." Incorporation. Corporate name.

2. The persons named in Section 1 of this Act are constituted provisional directors of the Company. Provisional directors.

3. The undertaking of the Company is hereby declared to be for the general advantage of Canada. Declaration.

4. The capital stock of the Company shall be three hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

5. The head office of the Company shall be in the town of Owen Sound, in the county of Grey, in the Province of Ontario, or in such other place in Canada as is fixed by by-law of the Company. Head office.

6. The annual meeting of the shareholders shall be held on the third Wednesday in December. Annual meeting.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors. Election of directors.

8. The Company may lay out, construct and operate a railway, of the gauge of four feet eight and one-half inches, from a point on the shore of, and at or near the mouth of the River Sydenham, in the town of Owen Sound, in the county of Grey, in the Province of Ontario, thence easterly through the town- Line of railway described.

ships of Sydenham and St. Vincent to the harbour in the town of Meaford, in the said county of Grey, and to a junction with the line of the Grand Trunk Railway Company of Canada at or near the town of Meaford.

Powers.

9. The Company may, in connection with its undertaking and for the purposes of its business,—

Docks, etc.

(*a.*) erect and maintain docks, dockyards, wharfs, slips and piers at any point on or in connection with its railway, and at all the termini thereof, on navigable waters, for the convenience and accommodation of railway ferries and vessels;

Ferries.

(*b.*) acquire and run railway ferries, steam and other vessels for cargo and passengers upon any navigable waters with which its railway may connect;

Electricity.

(*c.*) acquire and utilize water and steam power for the purpose of compressing air or generating electricity for lighting, heating or motor purposes, and may dispose of surplus power generated by the Company's works and not required for the undertaking of the Company.

Telegraph and telephone lines.

10. The Company may construct, maintain and operate a telegraph line and telephone lines along the whole length of its railway and branches, and may establish offices for the transmission of messages for the public, and for the purposes of constructing, maintaining and operating such telegraph and telephone lines the Company may enter into a contract with any other company.

Arrangements with telegraph and telephone companies.

2. The Company may enter into arrangements with any telegraph or telephone company for the exchange and transmission of messages or for the working in whole or in part of the lines of the Company.

Rates to be approved.

3. No rates or charges shall be demanded or taken from any person for the transmission of any message by telegraph or telephone, or for leasing or using the telegraphs or telephones of the Company, until such rates or charges have been approved of by the Governor in Council, who may also revise such rates and charges from time to time.

R.S.C., c. 132.

4. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company.

Bond issue limited.

11. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway and branches, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements with other companies.

12. The agreement provided for in section 281 of *The Railway Act*, 1903, may be entered into between the Company and the Grand Trunk Railway Company of Canada, the Canadian Pacific Railway Company of Canada, or the Grand Trunk Pacific Railway Company of Canada.

1st Session, 10th Parliament, 4-5 Edward VI

THE SENATE OF CANAD

BILL

An Act to incorporate the Owen S and Meaford Railway Company.

Received and read a first time, Thu 23rd March, 1905.
Second reading, Tuesday, 28th M 1905.

Honourable Mr. McMULL

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majest
1905

THE SENATE OF CANADA.

P.] **BILL.** [1905.

An Act to incorporate the British Canadian Empire League.

WHEREAS the voluntary association now existing under the name of the British Canadian Empire League has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. William Baxter McVey, Allan Wilmot Daniel and John M. Smith, members of the voluntary association mentioned in the preamble, together with such persons as become members of the association hereby incorporated, are incorporated under the name of "The British Canadian Empire League," hereinafter called "the Association." Incorporation. Corporate name.

2. The object of the Association shall be the promotion of the unity of the British Empire, and to attain this the Association may invite the co-operation of our leading men, regardless of politics, to discuss subjects pertaining thereto and may seek to disseminate such information as may be best calculated to advance the cause of British unity. Object. General purposes.

3. The officers and council of the said voluntary association at the time of the passing of this Act shall be the officers and council of the Association until the first general meeting of the Association or until their successors are elected, and the constitution, by-laws, rules and regulations of the said voluntary association at the time of the passing of this Act shall continue to be the constitution, by-laws, rules and regulations of the Association, so far as they are consistent with this Act, until repealed or amended in the manner prescribed by this Act. Existing officers and by-laws continued.

4. All property, real and personal, now belonging to the said voluntary association is hereby transferred to and vested in the Association, its successors and assigns. Property vested.

5. The head office of the Association shall be in the town of Rothesay, in King's county, in the province of New Brunswick, in the Dominion of Canada. Head office.

Election of officers.

6. At the first general meeting of the Association, and at each annual general meeting of the Association, the Association shall elect a president, four vice-presidents, and such members of the Council as the Association may choose from among the members of the Association.

Council of the Association.

7. The Council of the Association shall consist of the *ex officio* members entitled to vote at meetings of the Association under its by-laws and of the members so elected.

Powers of council.

8. The council may in all things administer the affairs of the Association, make all contracts within the scope of the business and powers of the Association, do such other things as are required for the proper transaction of the affairs of the Association, and make by-laws for the following purposes :—

(*a.*) the appointment, duties and removal of all officers and servants of the Association, and their remuneration ;

(*b.*) the time and place of all meetings of the Association, council and committees, and the quorum thereof and voting at such meetings ;

(*c.*) the fees and membership of the Association ;

(*d.*) the filling of vacancies occurring in the council and committees ;

(*e.*) the conduct, in all other particulars, of the affairs of the Association, and for carrying out its objects and powers.

Executive Committee of council.

9. The council, at its first meeting after each annual general meeting, shall elect from among its members a committee to be called the executive committee ; and the council may, by resolution, delegate to the executive committee power to make by-laws for any of the purposes mentioned in section 8 of this Act, which by-laws shall thereupon be of the same force and effect as if made by the council.

Powers of Association.

10. The Association may,—

(*a.*) acquire, hold and dispose of such real and personal property as is necessary or desirable for the purposes of the Association, and invest any surplus moneys of the Association as the council decides ;

(*b.*) erect and furnish such buildings as are necessary for the purposes and objects of the Association, and alienate, lease or dispose of the same ;

(*c.*) borrow money upon mortgage of the real estate of the Association or any other security, for such time and for such purposes as the Association deems proper ;

(*d.*) become a party to promissory notes and bills of exchange for the purposes or objects of the Association, as the council deems necessary or advisable ;

(*e.*) affiliate other associations, societies and corporations having like objects.

No personal liability.

11. No officer or member of the Association shall, as such, be personally liable for any debt, obligation or contract of the Association.

By-laws.

12. Every by-law, rule or regulation made by the council, or by the executive committee under its authority, shall have

force until the next annual general meeting of the Association, and in default of confirmation thereat shall cease and become void : Provided that any by-law, rule or regulation made by the council or the executive committee may be repealed or amended by the Association at any annual general meeting or at any special general meeting called for that purpose.

Liability for existing debts.

13. Upon the coming into force of this Act, the voluntary association shall cease to exist as such, and the Association hereby incorporated shall be bound and liable for all debts and obligations of the voluntary association.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

P

An Act to incorporate the British Canadian Empire League.

Received and read a first time, Friday, 24th March, 1905.
Second reading, Tuesday, 28th March, 1905.

Honourable MR. DOMVILLE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

Q.] **BILL.** [1905.

An Act for the relief of Isaac Pitblado.

WHEREAS Isaac Pitblado, of the city of Winnipeg in the province of Manitoba, Barrister, has, by his petition, set forth that on the twentieth day of September, one thousand eight hundred and ninety-two, he was lawfully married to Almira Pitblado, whose maiden name was Almira Calef; that the said marriage was duly solemnized at the city of Portland in the state of Oregon, one of the United States of America; that they cohabited as man and wife until in or about the month of June, one thousand nine hundred and four; that there was born to them one girl on the tenth day of June, one thousand eight hundred and ninety-four, and one boy on the twenty-third day of February, one thousand eight hundred and ninety-six, both still living; that since the said marriage she has committed adultery on divers occasions with divers persons and among others with one Douglas Foote; that ever since he discovered the said acts of adultery they have lived separate and apart and have not cohabited; and whereas he has humbly prayed that the said marriage may be dissolved and that he may be authorized to marry again and that such further relief may be afforded him as is deemed meet; and whereas he has proved the said allegations of his petition and it is expedient that the prayer thereof should be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The said marriage between the said Isaac Pitblado and the said Almira Pitblado, his wife, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Isaac Pitblado may at any time hereafter marry any woman whom he might lawfully marry in case the said marriage with the said Almira Pitblado had not been solemnized. Right to marry again.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

Q

An Act for the relief of Isaac Pitblado,

Received and read a first time, Tuesday, 28th March, 1905.
Second reading, Wednesday, 12th April, 1805.

Honourable. MR. YOUNG.

OTTAWA
Printed by S. E. DAWSON
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1905

THE SENATE OF CANADA.

R.] **BILL.** [1905.

An Act respecting the Kingston, Smith's Falls and Ottawa Railway Company.

WHEREAS the Kingston, Smith's Falls and Ottawa Railway Company, hereinafter called "the Company", has by its petition prayed that its Act of incorporation and the Acts in amendment thereof be further amended as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble. 1887, c. 88. 1889, c. 79. 1891, c. 95. 1896 (1 Sess.), c. 22.

1. Notwithstanding any time limit contained in the Acts relating to the Company set forth in the schedule to this Act, the Company may construct, complete and operate the railway and the branches authorized by the said Acts. Powers for construction continued.

2. The said railway and the said branches shall be commenced by the first day of July, 1908, and shall be completed by the first day of July, 1911; and if the said railway and the said branches are not commenced or completed as provided by this Act, then the powers granted by Parliament for the construction thereof shall cease and be null and void as respects so much thereof as then remains uncompleted. Limitation of time for construction.

SCHEDULE.

Year and Chapter.	Title of Act.
1887, c. 88.....	An Act to incorporate the Kingston, Smith's Falls and Ottawa Railway Company.
1889, c. 79.....	An Act to amend the Act incorporating the Kingston, Smit's Falls and Ottawa Railway Company.
1891, c. 95.....	An Act respecting the Kingston, Smith's Falls and Ottawa Railway Company.
1896 (1st Sess.) c. 22....	An Act respecting the Kingston, Smith's Falls and Ottawa Railway Company.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

R

An Act respecting the Kingston, Smith's Falls and Ottawa Railway Company.

Received and read a first time, Wednesday, 29th March, 1905.
Second reading, Friday, 31st March, 1905.

Honourable Mr. SULLIVAN.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

S.] **BILL.** [1905.

An Act respecting the Montreal Bridge Company, and to change its name to "The Montreal Bridge and Terminal Company."

WHEREAS the Montreal Bridge Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1890, c. 93. 1891, c. 106. 1894, c. 63. 1897, c. 67.

1. The name of the Montreal Bridge Company, hereinafter called "the Company" is hereby changed to "The Montreal Bridge and Terminal Company," but such change of name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in anywise affect any suit or proceeding now pending or judgment existing, either by or in favour of, or against the Company, and, notwithstanding such change in the name of the Company, any such suit or proceeding may be prosecuted, continued or completed or any such judgment may be enforced as if this Act had not been passed. Name changed.

2. The agreement dated the twenty-fourth day of March, 1905, between the Montreal Bridge Company and the Montreal-Longueuil Bridge Company, and set forth in the schedule to this Act, is hereby ratified and confirmed and declared to be binding upon the parties thereto; and each of the companies parties thereto may do whatever is necessary to carry out and give full effect to the said agreement to the full extent contemplated by the several provisions thereof, as therein set forth; and from and after the passing of this Act, the franchises of both companies, and all their powers, authorities, rights, privileges, obligations, liabilities and property real and personal shall be vested in the Company. Agreement with the Montreal, Longueuil Bridge Co. confirmed. 1903, c. 156.

3. Section 14 of chapter 93 of the statutes of 1890, and section 1 of chapter 67 of the statutes of 1897, are repealed. Repeal of previous limitations of time for construction.

4. Section 6 of chapter 63 of the statutes of 1894 is amended by striking out the words "and the Montreal bridge within five years" from the second and third lines of the said section. The same. 1894, c. 63 s. 6 amended.

5. Notwithstanding anything to the contrary in the Acts relating to the Company, the Company may construct, main- Time for construction extended.

tain and operate the works authorized by the said Acts, and shall proceed with the construction of its bridge so soon as the plans thereof have been approved by the Minister of Railways, and shall complete the bridge and the terminal station and other facilities, before the first day of December, one thousand nine hundred and ten, otherwise the powers granted for the construction thereof by the Acts relating to the Company shall cease and determine as respects so much of the said works as then remains uncompleted.

1890, c. 93, s. 3 amended, as to location of bridge.

6. Subsection 1 of section 3 of chapter 93 of the statutes of 1890 is amended by substituting for the words "in St. Mary's ward" the words "in or near St. Mary's ward."

Power to acquire lands and water powers.

Electricity.

7. The Company, for the purposes of its business, may acquire lands, water powers and water courses, and erect, use, make and manage works, machinery and plant for the generation, transmission and distribution of electric and other power and energy, and may dispose of such surplus power as is not required for the purposes of its business.

Issue of paid-up shares.

8. The Company may issue fully paid shares in payment for the franchises, rights and property of the Montreal-Longueuil Bridge Company, and for other property the Company may acquire, and also in payment for any work done for or services rendered to the Company.

Issue of additional bonds authorized.

9. The Company, in addition to the bonds which it may issue on its bridge and approaches, may issue bonds and debentures on its terminal stations and other properties in and about the city of Montreal, provided that the amount of bonds so issued does not exceed the cost of the property mortgaged to secure said bonds or debentures.

SCHEDULE.

This Indenture made the twenty-fourth day of March, 1905 between the Montreal Bridge Company, incorporated by an Act of the Parliament of Canada, hereinafter called the Montreal Company, of the first part; and the Montreal and Longueuil Bridge Company, incorporated by an Act of the Parliament of Canada, hereinafter called the Longueuil Company, of the second part.

Whereas it has been agreed between the above-named Companies that the Longueuil Company should sell, and the Montreal Company should buy all the assets, rights, credits, effects and property, real and personal and mixed, of the Longueuil Company, in consideration of certain paid-up shares in the Montreal Company to be allotted to the shareholders of the Longueuil Company.

Now therefore, this indenture witnesseth that in pursuance of the premises, and in consideration of two thousand fully paid-up shares in the capital stock of the Montreal Company, and in consideration of the covenant by the Montreal Company, hereinafter contained, the Longueuil Company hereby grants, assigns, transfers and sets over unto the Montreal

Company, their successors and assigns, for ever, all the franchises, assets, rights, credits, effects and property, real, personal and mixed of whatever kind and wheresoever situated, belonging to the Longueuil Company, or to which they are or may be, or may become entitled. To have and to hold unto the Montreal Company, their successors and assigns, to and for their sole and only use for ever.

And the Longueuil Company covenants with the Montreal Company, to execute and deliver, at the expense of the Montreal Company, all such further and other separate and formal assurances, assignments, transfers and conveyances for registration purposes, or otherwise as may be required to vest in the Montreal Company, their successors and assigns, the full legal, equitable and beneficial title and interest to and in the said franchises, assets, rights, credits, effects and property, and each and every part thereof.

And in consideration of the foregoing, the Montreal Company covenants with the Longueuil Company, their successors and assigns, that they shall and will pay, discharge, carry out and perform all debts, liabilities, obligations, contracts and duties for or in respect of which the Longueuil Company are now liable, or which they should pay, discharge, carry out or perform, and the Montreal Company shall and will indemnify and save harmless the Longueuil Company in respect thereof.

This indenture is entered into and executed by the parties hereto, subject to the ratification thereof by Parliament, and in case such ratification does not take place, at the present session of Parliament, the said contract shall *ipso facto* become null and void.

In witness whereof the parties hereto have hereunto affixed their respective corporate seals attested by the proper officers respectively in that behalf, the day and year first written.

(In duplicate.)

THE MONTREAL BRIDGE COMPANY,

SEAL.

(Sgd.) T. BERTHIAUME,
Vice-President.

(Sgd.) L. A. GLOBENSKY,
Secretary-Treasurer.

THE MONTREAL-LONGUEUIL BRIDGE COMPANY,

SEAL.

(Sgd.) PAUL GALIBERT,
President.

(Sgd.) MAURICE PERREAULT,
Secretary-Treasurer.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

SENATE OF CANADA.

BILL.

S

An Act respecting the Montreal Bridge Company, and to change its name to "The Montreal Bridge and Terminal Company."

Received and read a first time, Wednesday, 29th March, 1905.
Second reading Friday, 31st March, 1905.

Honourable Mr. DOMVILLE.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

T.] **BILL.** [1905.

An Act respecting the Bank of Montreal.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Number of directors.

1890, c. 31.

1. Notwithstanding anything contained in *The Bank Act*, the shareholders of the Bank of Montreal, hereinafter called "the Bank", at any annual general meeting, or at any special general meeting duly called for that purpose, may regulate from time to time by by-law the number of directors of the Bank, which shall be not less than five nor more than twelve.

Honorary president.

2. In addition to electing a president and vice-president as directed by *The Bank Act*, the directors of the Bank may also elect by ballot one of their number to be honorary president.

Application of enactments as to directors.

3. All the provisions of *The Bank Act* and its amendments relating to directors, excepting those prescribing the number of directors, shall continue to apply to the directors of the Bank as constituted from time to time, including any additional directors elected under the powers conferred by this Act.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

T

An Act respecting the Bank of Montreal

Received and read a first time, Wednesday, 29th March, 1905.
Second reading, Friday, 31st March, 1905.

Honourable Mr. Macdonald
(Victoria).

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

U.] **BILL.** [1905.

An Act respecting The South Shore Railway Company and The Quebec Southern Railway Company.

WHEREAS by chapter 10 of the Statutes of 1896 (second session) the undertaking of The South Shore Railway Company was declared a work for the general advantage of Canada and the Company was constituted a body corporate and politic within the legislative authority of the Parliament of Canada; and whereas, by chapter 101 of the Statutes of 1902, the delay for the building and completion of the Company's railway, as described in section 8 of the said chapter 10, was extended to the fifth day of October, 1905; and whereas, by chapter 76 of the Statutes of 1900, The Quebec Southern Railway Company was incorporated by the Parliament of Canada with power to acquire the railways of both The United Counties Railway Company and The East Richelieu Valley Railway Company, which railways have since been acquired, and with power to amalgamate the said railways with that of The South Shore Railway Company; and whereas such amalgamation has since been made pursuant to an Order in Council dated the day of ; and whereas the said companies have, by their petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1896 (2 Sess.), c. 10. 1902, c. 101. 1900, c. 76. (Que.), 1888, c. 95. (Que.), 1890, 54 V., c. 91. (Que.), 1895, 58 V., c. 2. (Que.), 1895, 59 V., c. 60. (Que.), 1897, 60 V., c. 4.

1. Chapter 101 of the Statutes of 1902 is hereby repealed. Repeal of time limit.

2. The South Shore Railway Company and The Quebec Southern Railway Company may complete the railway which by the Act of incorporation of The South Shore Railway Company the latter was authorized to construct, or any portion thereof, on or before the fifth day of October, one thousand nine hundred and ten; provided that as to so much thereof as is not completed within that period, the powers of the said company or companies shall cease and determine. Extension of time for completion.

3. This Act shall not be construed as in any way validating or ratifying the said amalgamation of the said railways if otherwise invalid, or as impairing in any way the validity thereof. Interpretation of this Act.

How powers shall be exercised in certain events.

4. In case the amalgamation of the said two companies is declared illegal and is set aside, or in the event of the railway of The South Shore Railway Company being sold separately from that of The Quebec Southern Railway Company, the powers granted by this Act shall be exercised only by The South Shore Railway Company or by the purchaser of its railway.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

U

An Act respecting The South Shore Railway Company and The Quebec Southern Railway Company.

Received and read a first time, Thursday, 30th March, 1905.
Second reading, Wednesday, 5th April, 1905.

Honourable Mr. Béique.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

V.] **BILL.** [1905.

An Act respecting a patent, Number 69772, of the Underwood Typewriter Company.

Preamble.

WHEREAS the Underwood Typewriter Company has, by its petition, represented that it is the owner of letters patent issued under the seal of the Patent Office, and dated the twenty-seventh day of December, one thousand nine hundred, for patent number sixty-nine thousand seven hundred and seventy two, for improvements in tabulating devices for typewriting machines; and whereas the said Company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Time for manufacture extended.

R.S.C., c. 61. 1903, c. 46.

1. Notwithstanding anything in *The Patent Act*, as amended by chapter 46 of the statutes of 1903, or in the letters patent mentioned in the preamble, the failure to construct or manufacture, in Canada, the invention patented under the said patent shall be deemed not to have affected the validity of the said patent, but the time for such construction or manufacture shall be deemed to have been duly extended up to the end of one year from the passing of this Act, and such extension shall have the same effect as if applied for and granted within the time prescribed by chapter 46 of the Statutes of 1903.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

V

An Act respecting a patent, Number 69772, of the Underwood Typewriter Company.

Received and read a first time, Thursday, 30th March, 1905.
Second reading, Tuesday, 4th April, 1905.

Honourable Mr. KERR,
(Toronto.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

W.] **BILL.** [1905.

An Act respecting certain patents of the Underwood Typewriter Company.

Preamble.

WHEREAS the Underwood Typewriter Company, having its head office at the city of New York, in the United States, has, by its petition, represented that it is the holder of letters patent issued under the seal of the Patent Office, for the following patents, namely, patent number eighty-six thousand five hundred and eleven, dated the twelfth day of April, one thousand nine hundred and four, for improvements in typewriting machines, number eighty-seven thousand four hundred and ninety, dated the twenty-fourth day of May, one thousand nine hundred and four, for improvements in reversing mechanisms for typewriters, and number eighty-nine thousand and twenty-eight, dated the thirtieth day of August, one thousand nine hundred and four, for improvements in polychrome typewriters; and whereas the said Company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Extension of time for importation into Canada.

R.S.C., c. 61. 1903, c. 46.

1. Notwithstanding anything in *The Patent Act* as amended by Chapter 46 of the Statutes of 1903, or in the letters patent mentioned in the preamble, the Underwood Typewriter Company may, at any times before the expiration of the dates hereinafter mentioned, import or cause to be imported into Canada the inventions for which the patents mentioned in the preamble are granted, namely, as regards patent number eighty-six thousand five hundred and eleven, before the twelfth day of April, one thousand nine hundred and six, as regards patent number eighty-seven thousand four hundred and ninety, before the twenty-fourth day of May, one thousand nine hundred and six, and as regards patent number eighty-nine thousand and twenty-eight before the thirtieth day of August, one thousand nine hundred and six; and any importations of the said patented inventions made heretofore or during the said periods shall not make the said patents void, or cause forfeiture of any rights acquired thereunder.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA

BILL

W

An Act respecting certain patents of the Underwood Typewriter Company.

Received and read a first time, Thursday, 30th March, 1905.
Second reading, Tuesday, 14th April, 1905.

Honourable Mr. KERR,
(Toronto.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

X.] **BILL.** [1905.

An Act respecting certain patents of David Thomas Owen.

Preamble.

WHEREAS David Thomas Owen, of the City of Cleveland in the State of Ohio, one of the United States of America, has, by his petition, represented that he is the holder and owner of certain patents issued under the seal of the Patent Office, namely, number seventy thousand three hundred and twenty-four, dated the ninth day of September, one thousand nine hundred and two, for improvements in folding beds and couches; number eighty thousand nine hundred and fifty-four, dated the nineteenth day of May, one thousand nine hundred and three, for improvements in combined folding beds and movable couches; number eighty thousand nine hundred and fifty-five, dated the nineteenth day of May, one thousand nine hundred and three, for improvements in folding beds; number eighty thousand nine hundred and fifty-six, dated the nineteenth day of May, one thousand nine hundred and three, for improvements in combined beds and couches; number ninety thousand five hundred and seventy-one, dated the fourteenth day of February, one thousand nine hundred and five, for improvements in combined beds and couches; and whereas the said David Thomas Owen has by his petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Extension of time for importation.

R.S.C., c. 61. 1903, c. 46.

Forfeiture not to operate.

1. Notwithstanding anything in *The Patent Act*, as amended by chapter 46 of the Statutes of 1903, or in the patents mentioned in the preamble, the Commissioner of Patents may grant to David Thomas Owen, or his legal representatives or assigns, an extension of time up to the end of the year one thousand nine hundred and seven, and beyond the period limited by sections 4 and 6 of the said chapter 46, during which he or they may import or cause to be imported into Canada the inventions covered by the above recited patents; and the want of construction or manufacture of the inventions, the subject-matter of the said patents, in the past and during the period granted by this Act, in Canada, and any importations of the said patented inventions heretofore or during the said period granted by this Act, shall in no wise cause forfeiture of any rights acquired under the said patents.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

X

An Act respecting certain patents of David Thomas Owen.

Received and read a first time, Friday, 31st March, 1905.
Second reading, Tuesday, 4th April, 1905.

Honourable Mr. Watson.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

Y] **BILL.** [1905.

An Act respecting the Interprovincial and James Bay Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1901, c. 66.
1903, c. 134.

Repeal of limitation of time.

1. Section 2 of chapter 134 of the Statutes of 1903 is hereby repealed.

Extension of time for commencement and completion of construction.

2. The Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may finish the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not finished and put in operation within the said periods, respectively, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

Y

An Act respecting the Interprovincial and James Bay Railway Company.

Received and read a first time, Wednesday, 5th April, 1905.
Second reading, Thursday, 6th April, 1905.

Honourable Mr. Davis.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

Z.] **BILL.** [1905.

An Act respecting The Canadian Yukon Western Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble

1903, c. 102, amended.

1. Section 10 of chapter 102 of the statutes of 1903 is hereby repealed and the following substituted therefor:— Section 10 repealed, and new provision.

"**10.** The Company may, under the authority of the ordinary shareholders given at a special general meeting duly called for that purpose, at which meeting shareholders representing at least two-thirds in value of the stock are present or represented by proxy, issue any portion of its capital stock as preferred stock, and such preferred stock shall have the special rights and privileges defined by the following paragraphs, that is to say:— Issue of preference stock.

"(*a.*) The profits of each year shall be first applied to the payment of a preferential dividend at a rate not exceeding six per cent per annum; Preferential divldend.

"(*b.*) The residue of surplus profits applicable to dividends in each year shall be divided among the holders of the actual shares; Division of residue.

"(*c.*) Nothing in this Act contained shall affect the powers and the discretion of the directors, or impose any limit or restriction upon such powers, as to the time and mode of application and distribution of profits, or as to the establishment, out of profits, of a reserve fund and of a depreciation fund; Powers and dircretion of directorsaved.

"(*d.*) The holders of such preferential stock shall be entitled to be repaid by preference the amounts paid up on their shares out of the assets available for the return of capital, in priority to any return of capital in respect of ordinary shares of the Company; and, such payment excepted, the residue of surplus assets shall belong to and be divided among the ordinary shareholders. Right of holders to repayment.

2. The holders of such preferred stock shall have and enjoy the rights, privileges and qualifications of holders of capital stock for voting at all meetings of the shareholders and for becoming directors." Rights of holders as to voting, etc.

Section 11 repealed, and new provision.

2. Section 11 of chapter 102 of the statutes of 1903 is hereby repealed and the following substituted therefor :—

"**11.** The Company may issue bonds, debentures, or other securities to the extent of sixty thousand dollars per mile of its railway, and such bonds, debentures, or other securities may be issued only in proportion to the length of the railway then constructed or under contract to be constructed."

Section 11 repealed, and new provision.

3. Section 12 of chapter 102 of the statutes of 1903 is hereby repealed and the following substituted therefor :—

"**12.** If the construction of the railway is not commenced, and fifteen per cent of the amount of the capital stock is not expended thereon, within ten years from the date of the passing of this Act, or if the railway is not finished and put in operation within fifteen years from the said date, the powers of construction conferred upon the Company by Parliament shall cease and be null and void with respect to so much of the railway as then remains uncompleted."

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

Z

An Act respecting The Canadian Yukon Western Railway Company.

Received and read a first time, Wednesday, 5th April, 1905.
Second reading, Thursday, 6th April, 1905.

Honourable Mr. Davis.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

AA.] **BILL.** [1905.

An Act respecting certain patents of the Ideal Manufacturing Company.

Preamble.

WHEREAS the Ideal Manufacturing Company, of the city of Detroit, in the State of Michigan, one of the United States of America, has by its petition represented that it is the holder and owner of certain patents, issued to one Hiram T. Bush, under the seal of the Patent Office, namely, patent number fifty-seven thousand two hundred and twenty-eight, dated the twenty-seventh day of August, one thousand eight hundred and ninety-seven, for improvements in traps, and patent number sixty thousand five hundred and sixty-five, dated the eleventh day of July, one thousand eight hundred and ninety-eight, for improvements in valves for flush tanks, and that the said patents have been duly assigned to the said Company; and whereas the said Company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Commissioner of Patents may extend duration of patents.

1. Notwithstanding anything in *The Patent Act*, in the Acts in amendment thereof, or in the patents mentioned in the preamble, the Commissioner of Patents may receive from the holder of any of the said patents, petitions for certificates of payment of further fees and the usual fees for one or more terms for the said patents, and may grant and issue to such holder certificates of payment of further fees, provided for by *The Patent Act*, granting extensions of the term or duration of the said patents as in full and ample a manner as if the application therefor had been duly made within the first six years from the date of issue of the said patents.

R.S.C., c. 61.

Certain rights saved.

2. If any person, other than any licensee, has, in the period between the expiry of six years from the date of the said patents and the twenty-fifth day of March, one thousand nine hundred and five, commenced to manufacture, use and sell, in Canada, any of the patented inventions covered by the said patents respectively, such person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed: Provided that this exemption shall not extend to any person who, without the consent of the holder of such patent, has commenced the construction or manufacture of the said invention before the expiry of the patent.

Proviso.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

AA

An Act respecting certain patents of the Ideal Manufacturing Company.

Received and read a first time, Wednesday, 5th April, 1905.
Second reading, Thursday, 6th April, 1905.

Honourable Mr. KERR,
(Toronto.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

BB.] **BILL.** [1905.

An Act to incorporate the Monarch Bank of Canada.

WHEREAS the persons hereinafter named have by their petition prayed that an Act be passed for the purpose of establishing a bank in the City of Toronto and elsewhere in Canada and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The persons hereinafter named, together with such others as become shareholders in the corporation by this Act created are hereby constituted a corporation by the name of "The Monarch Bank of Canada", hereinafter called the Bank. Incorporation. Corporate name.

2. The Capital stock of the Bank shall be ten million dollars. Capital.

3. The chief office of the Bank shall be at the city of Toronto, in the county of York, in the province of Ontario. Chief office.

4. The Honourable James Cochrane, Thomas Henry Graham, David William Livingstone, Edward James Lennox, Thomas Marshall Ostrom, Alfred Harshaw Perfect, and Forbes Elliott Godfrey shall be the provisional directors of the Bank. Provisional directors.

5. This Act shall, subject to the provisions of section 16 of *The Bank Act*, remain in force until the first day of July in the year one thousand nine hundred and eleven. Duration of Act. 1890, c. 31.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

BB

An Act to incorporate the Monarch Bank of Canada.

Received and read a first time, Wednesday, 5th April, 1905.
Second reading, Thursday, 6th April, 1905.

Honourable Mr. KERR,
(Toronto.)

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

CC.] **BILL.** [1905.

An Act respecting the British America Pulp, Paper and Railway Company.

Preamble.

1900, c. 89.

WHEREAS the provisional directors of the British America Pulp, Paper and Railway Company, hereinafter called "the Company," have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows:—

Powers of construction revived.

1888, c. 29, s. 89. 1900, c. 89, s. 12. 1903, c. 58, s. 117.

1. Notwithstanding anything contained in *The Railway Act*, in *The Railway Act*, 1903, or in chapter 89 of the Statutes of 1900, the Company shall have seven years from the passing of this Act within which to commence and complete its railway; and if the railway is not completed within the said time the powers of construction conferred upon the Company shall cease and be null and void with respect to so much of the railway as then remains uncompleted.

1900, c. 89, s. 10 amended.

2. Section 10 of chapter 89 of the Statutes of 1900 is hereby repealed and the following substituted therefor:—

Line of railway authorized.

"**2.** The Company may lay out, construct and operate a railway, of the gauge of three feet, or such other gauge as may be adopted, not less than three feet and not more than four feet eight and one-half inches, from a point at or near St. Alphonse, on Ha! Ha! Bay, Saguenay River, thence to the Petite Décharge on the Saguenay River, with a branch line to a point at or near St. Gédéon or St. Bruno, on the Quebec and Lake St. John Railway, thence to the Grand Falls on the Peribonka River, thence to the first falls on the Mistassini River, thence to the Chutes à L'Ours (Bear's Falls) on the Chamouchouan River, and thence with branch lines to Roberval and La Tuque Falls, on the St. Maurice River, the general course of the line to be a little to the west of south, from Chamouchouan River to Lake Pabeloguang; and may, with the consent and approval of the Governor in Council, construct and operate branch lines, not exceeding fifteen miles in length in any one case, to connect the mills and other properties owned or leased by it under the powers conferred by this Act."

1900, c. 89, s. 12 amended.

3. Section 12 of chapter 89 of the Statutes of 1900 is hereby repealed and the following substituted therefor:—

Issue of securities.

"**3.** The securities issued by the Company shall not exceed fifteen thousand dollars per mile of the railway and branches, and may be issued only in proportion to the length of railway constructed or under contract to be constructed."

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

CC

An Act respecting The British America Pulp, Paper and Railway Company.

Received and read a first time, Thursday, 6th April, 1905.
Second reading, Tuesday, 25th April, 1905.

Honourable MR. POWER.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

DD.] **BILL.** [1905.

An Act respecting the administration of an Act respecting the Packing and Sale of certain Staple Commodities.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Section 8 of chapter 26 of the statutes of 1901, intituled: *An Act respecting the Packing and Sale of certain Staple Commodities*, is hereby amended by inserting in the second line thereof, after the words "this Act," the words "or of any portion of this Act." 1901, c. 26, s. 8 amended. Provision for division of administration of Act.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

DD

An Act respecting the administration of an Act respecting the Packing and Sale of certain Staple Commodities.

Received and read a first time, Tuesday, 9th May, 1905.
Second reading, Wednesday, 10th May 1905.

Right Hon. Sir Richard Cartwright.

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

EE.] **BILL.** [1905.

An Act respecting the Canada Central Railway Company.

WHEREAS the Canada Central Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1902, c. 45. 1903, c. 91.

1. Section 15 of chapter 45 of the statutes of 1902 is repealed. 1902, c. 45, section 15 repealed.

2. The Canada Central Railway Company may commence the construction of its railways, and expend fifteen per cent of its capital stock thereon, within two years after the passing of this Act, and may finish the railways and put them in operation within five years after the passing of this Act, and if the railways are not so commenced and such expenditure is not so made, or if the railways are not finished and put in operation, within the said respective periods, the powers granted to the said company by Parliament shall cease and be null and void as respects so much of the railways as then remains uncompleted. Time for construction of railways extended.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

EE

An Act respecting the Canada Central Railway Company.

Received and read a first time, Thursday, 11th May, 1905.
Second reading, Tuesday, 16th May, 1905.

Honourable Mr. FROST.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

FF.] **BILL.** [1905.

An Act to incorporate The Sterling Bank of Canada.

Preamble.

WHEREAS the persons hereinafter named have, by their petition, prayed that an Act be passed for the purpose of establishing a Bank in the city of Toronto, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. The persons hereinafter named, together with such others as become shareholders in the corporation by this Act created, are hereby constituted a corporation by the name of "The Sterling Bank of Canada", hereinafter called "the Bank".

Corporate name.

Capital.

2. The capital stock of the Bank shall be one million dollars.

Chief office.

3. The chief office of the Bank shall be at the city of Toronto, in the province of Ontario.

Provisional directors.

4. John Dryden, Gabriel Thomas Somers, Henry Wilberforce Aikins, George Brewer Woods and Marmaduke Rawlinson, all of the city of Toronto, shall be the provisional directors of the Bank.

Duration of Act.

5. This Act shall, subject to the provisions of section 16 of *The Bank Act*, continue in force until the first day of July, A.D. 1911.

1890, c. 31.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

FF

An Act to incorporate the Sterling Bank of Canada.

Received and read a first time, Thursday, 18th May, 1905.
Second reading, Wednesday, 7th June, 1905.

Honourable Mr. WATSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

GG.] **BILL.** [1905.

An Act respecting the Brandon, Saskatchewan and Hudson's Bay Railway Company.

WHEREAS a petition has been presented by the Brandon, Saskatchewan and Hudson's Bay Railway Company praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble. 1903, c. 86.

1. Section 10 of chapter 86 of the statutes of 1903, is hereby repealed. Repeal of present limits of time for construction.

2. If the construction of the railway, which the said Company is by section 7 of the said chapter 86 authorized to construct, is not commenced and fifteen per cent on the amount of the capital stock is not expended thereon by the thirteenth day of August, A.D., 1907, or if the said railway is not finished and put in operation by the thirteenth day of August, A.D. 1910, the powers for such construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

GG

An Act respecting the Brandon, Saskatchewan and Hudson's Bay Railway Company.

Received and read a first time, Thursday, 18th May, 1905.
Second reading, Wednesday, 2th June, 1905.

Honourable Mr. WATSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

HH.] **BILL.** [1905.

An Act to amend The Grain Inspection Act as regards the Selection of Commercial Grades and Samples.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Section 72 of Chapter 15 of the Statutes of 1904, intituled *An Act respecting the Inspection of Grain*, is hereby amended by adding thereto as subsection 2 the following:— 1904, c. 15. s. 72 amended.

"2. In case the lateness of harvesting or climatic conditions prevent the procuring of proper and representative samples of any quantity of grain of the crop of that year in time for the purposes of inspection thereof and action thereon at any meeting of the grain standards board convened for the purposes of this section, the board at such meeting may authorize a committee, of such number of its members as it may appoint, to meet at a later date and to select such further commercial grades and samples as the character of the samples so procured may require; and the commercial grades and samples, so selected by such committee, shall be deemed, for all purposes of inspection and grading to have been chosen by the full board." Provision for action through a committee in certain cases.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

HH

An Act to amend the Grain Inspection Act as regards the Selection of Commercial grades and samples.

Received and read a first time, Tuesday, June 6, 1905.
Second reading, Thursday, June 8, 1905.

Right Honourable
Sir RICHARD CARTWRIGHT,
G.C.M.G.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

II.] **BILL.** [1905.

An Act for the relief of Agnes Hedevig Helga Salusbury Trelawney.

WHEREAS Agnes Hedevig Helga Salusbury Trelawney, of the City of Winnipeg, in the Province of Manitoba, wife of John William Salusbury Trelawney, late of the town of Minnedosa, in the said Province, but now residing at the City of Montreal, in the Province of Quebec, gentleman, hath by her petition set forth that on the ninth day of December, A.D. 1891, she, then Agnes Hedevig Helga Braddick, was lawfully married to him at the said City of Winnipeg; that there is issue of the marriage one daughter; that they cohabited till the month of August, A.D. 1904, when she separated from him; that before the said separation he committed adultery with a person unknown to the petitioner and that also since the said separation he has committed adultery; and whereas she has humbly prayed that the said marriage may be dissolved and that she may be authorized to marry again and that such further relief may be afforded her as is deemed meet; and whereas she has proved the said allegations of her petition, and it is expedient that the prayer thereof be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The said marriage between the said Agnes Hedevig Helga Salusbury Trelawney and John William Salusbury Trelawney her husband is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Agnes Hedevig Helga Salusbury Trelawney may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said John William Salusbury Trelawney had not been solemnized. Right to marry again.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

II

An Act for the relief of Agnes Hedevig Helga Salusbury Trewlaney.

Received and read a first time, Wednesday, June 7, 1905.
Second reading, Thursday, June 22, 1905.

Honourable MR. WATSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

JJ.] **BILL.** [1905.

An Act respecting a certain Patent of The Metal Volatilization Company.

WHEREAS The Metal Volatilization Company has by its petition represented that it is the holder of a certain patent for new and useful improvements in processes for the reduction of refractory ores, which was issued under the seal of the Patent Office, is dated the fourth day of June, one thousand nine hundred and one, and is numbered 71,645; and whereas the said Company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Notwithstanding anything in *The Patent Act*, as amended by chapter 46 of the statutes of 1903, or in the patent mentioned in the preamble of this Act, the Commissioner of Patents may, within three months after the passing of this Act, receive a petition for the making of, and, if in his discretion he thinks proper, may make an order that the said patent, instead of being subject to the conditions set forth in section 4 of the said chapter 46, shall be subject to the conditions set forth in paragraphs (*a.*), (*b.*), (*c.*) and (*d.*) of section 7 of the said chapter 46; and the failure to construct or manufacture in Canada under the said patent up to the date of the passing of this Act or within three months thereafter shall be deemed not to have affected the validity of the said patent. R.S.C., c. 61. 1903, c. 46. Power to Commissioner of Patents to make an order for license to manufacture.

2. If any person, other than any licensee, has, in the period between the first day of June, one thousand nine hundred and five, and the date of the passing of this Act, commenced to manufacture, use and sell in Canada the patented invention covered by the said patent, such person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed. Existing rights preserved.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

JJ

An Act respecting a certain patent of The Metal Volatilization Company.

Received and read a first time, Wednesday, June 7, 1905.
Second reading, Thursday, June 8, 1905.

Honourable Mr. WATSON.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

KK.] **BILL.** [1905.

An Act further to amend the Act of 1899 respecting the City of Ottawa

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Section 4 of chapter 10 of the Statutes of 1899, intituled *An Act respecting the City of Ottawa*, is hereby amended by adding thereto the following subsection:— 1899, c. 10, s. 4 amended.

"2 Any by-law of the Commission may impose penalties not exceeding dollars recoverable upon summary conviction for the infraction of its provisions, and may provide for the imprisonment of offenders in default of payment of such penalties for terms not exceeding months." Provision for enforcement of by-laws by imposition of penalties.

2. Paragraph (*b*) of section 7 of the said Act is hereby repealed and the following substituted therefor:— Section 7 amended.

"(*b.*) do, perform and execute all necessary or proper acts or things for the purposes of preparing, building, improving, repairing, maintaining, protecting and preserving order upon all or any of the works of or under the contract of the Commission." Powers with respect to works.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

KK

An Act further to amend the Act of 1899 respecting the City of Ottawa.

Received and read a first time, Friday, 9th June, 1905.
Second reading, Tuesday, 13th June, 1905.

Honourable Mr. SCOTT.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

LL.] **BILL.** [1905.

An Act respecting the Joliette and Lake Manuan Colonization Railway Company.

Preamble.

WHEREAS the Joliette and Lake Manuan Colonization Railway Company has, by its petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1903, c. 135.

Repeal of limitation of time for construction.

1. Section 12 of chapter 135 of the statutes of 1903 is hereby repealed.

Extension of time for construction.

2. If the construction of the railway of the Joliette and Lake Manuan Colonization Railway Company is not commenced, and fifteen per cent on the amount of the capital stock is not expended thereon, within two years after the passing of this Act, or if the railway is not finished and put in operation within five years after the passing of this Act, the powers of construction granted by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL

LL

An Act respecting The Joliette and Lake Manuan Colonization Railway Company.

Received and read a first time, Tuesday, 13th June, 1905.
Second reading, Wednesday, 14th June, 1905.

Honourable Mr. LEGRIS.

OTTAWA
Printed by S. E. DAWSON
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1905

THE SENATE OF CANADA.

MM.] **BILL.** [1905.

An Act to amend the Acts respecting Naturalization and Aliens.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

R.S.C., c. 113, s. 11A and 1903, c. 38, s. 2 amended.

1. Subsection 5 of section 11A of *The Naturalization Act*, as the said section is enacted by section 2 of chapter 38 of the Statutes of 1903, is hereby repealed and the following substituted therefor:—

Procedure for naturalization of Aliens. Special provisions for N.W. Territories.

"5. In the North-west Territories the foregoing provisions of this section shall not apply, but the procedure shall be as follows:—

Fyling of certificate.

"(*a.*) Before its presentation to the judge the certificate shall be filed in the office of the clerk of the Supreme Court for the judicial district within which the alien resides, unless he resides within a portion of such district assigned to a deputy clerk, in which case it shall be filed in the office of such deputy clerk;

Posting certificate.

"(*b.*) a copy of the certificate shall thereupon be posted up in a conspicuous place in the office of the clerk of the court, or of the deputy clerk, as the case may be, and shall remain so posted up for a period of not less than two weeks;

Fyling of objections.

"(*c.*) at any time after such copy is first so posted up any one may file with the clerk of the court, or with the deputy clerk, as the case may be, a written notice of objection to the certificate of naturalization being granted, stating the grounds of such objection;

Presentation to judge.

"(*d.*) not later than three weeks after the certificate is so filed the clerk of the court, or the deputy clerk, as the case may be, shall present to the judge, or transmit to him by registered letter, the certificate and all notices of objection filed with him, if any, with a certificate, under his hand and the seal of the court, that a copy of the certificate has been duly posted up in his office as above required, and, if no notice of objection has been filed with him, that such is the case;

Sittings, and issue of certificate of naturalization.

"(*e.*) on the earliest convenient day following the receipt by the judge of the certificate and such other material he shall hold a sitting in chambers, at which, if no notice of objection has been filed, and if the certificate appears to be regular and sufficient, he shall direct the issue to the alien of a certificate of naturalization, and if any notice of objection has been received, or if the certificate is defective or otherwise open to objection, he shall

Decision of objections.

decide such objection in a summary way, and shall make such direction or order in the premises as the justice of the case requires;

Adjournment.

"(*f.*) the judge shall have power to adjourn the hearing of any such case from time to time."

R.S.C., c. 113, schedule. Form A amended.

2. Form A in the schedule to chapter 113 of the Revised Statutes of Canada is hereby amended by repealing the form of *Oath of Allegiance* as therein set forth and substituting the following therefor:—

"THE NATURALIZATION ACT.

"*Oath of Allegiance.*

Oath of Allegiance.

"I, A. B., formerly of (*former place of residence to be stated here*), in (*country of origin to be stated here*), and known there by the name of (*name and surname of alien in his country of origin to be stated here*), and now residing at (*place of residence in Canada and occupation to be stated here*), do sincerely promise and swear (*or*, being a person allowed by law to affirm in judicial cases, do affirm) that I will be faithful and bear true allegiance to His Majesty King Edward VII. (*or reigning sovereign for the time being*) as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of the Dominion of Canada, dependent on and belonging to the said Kingdom, and that I will defend Him to the utmost of my power against all traitorous conspiracies or attempts whatsoever which shall be made against His Person, Crown and Dignity, and that I will do my utmost endeavour to disclose and make known to His Majesty, His Heirs or Successors, all treasons or traitorous conspiracies and attempts which I shall know to be against Him or any of them; and all this I do swear (*or* affirm) without any equivocation, mental evasion or secret reservation. So help me God.

Sworn before me at , this day of } A. B."

1st Session, 10th Parliament, 4-5 Edward VII.,

THE SENATE OF CANADA.

BILL.

MM

An Act to amend the Acts respect Naturalization and Aliens.

Received and read a first time, Tues June 13, 1905.
Second reading, Wednesday, June 1905.

Honourable Mr. Scott

OTTAWA
Printed by S. E. Dawson
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

NN.] **BILL.** [1905

An Act to amend The Companies Act, 1902.

HIS Majesty by and with the advice and consent of the Senate and House of Commons of Canada enacts as follows:— 1902, c. 15.

1. Any company to which *The Companies Act*, 1902 applies may, with respect to any share which is fully paid up, issue under its common seal a warrant stating that the bearer of the warrant is entitled to the share or shares therein specified, and may provide by coupons or otherwise for the payment of the future dividends on the share or shares included in such warrant hereinafter referred to as a "share warrant". Issue of share warrants.

2. A share warrant shall entitle the bearer of such warrant to the shares specified in it, and such shares may be transferred by the delivery of the share warrant. Effect of share warrant.

3. The bearer of a share warrant shall, subject to the conditions to be determined by the directors as hereinafter provided, be entitled on surrendering such warrant for cancellation to have his name entered as a shareholder in the books of the company, and the company shall be responsible for any loss incurred by any person by reason of the company entering in its books the name of any bearer of a share warrant in respect of the shares specified therein without the share warrant being surrendered and cancelled. Surrender and cancellation entitle to entry as shareholder. Liability of Company for entry without cancellation.

4. The bearer of a share warrant may, if the directors so determine, be deemed to be a shareholder of the company within the meaning of *The Companies' Act*, 1902, either to the full extent or for such purposes as may be prescribed by the directors, provided that the bearer of a share warrant shall not be qualified in respect of the shares specified in such warant for being a director of the company. To what extent bearer is to be deemed shareholder. Warrant will not qualify bearer as a director.

5. On the issue of a share warrant in respect of any share or shares, the company shall strike out of its books the name of the shareholder then entered therein as holding such share or shares as if he had ceased to be a shareholder, and shall enter in the register the following articulars,— Particulars to be entered in register.

(*a.*) The fact of the isssue of the warrant;

(*b.*) A statement of the share or shares included in the warrant;

(*c.*) The date of the issue of the warrant;

and until the warrant is surrendered the above particulars shall be deemed to be the particulars which are required by section 74 of *The Companies' Act*, 1902, to be entered in the books of the company in respect of such share or shares; and on the surrender of a warrant, the date of such surrender shall be entered as if it were the date at which a person ceased to be a shareholder.

1902, c. 15, s. 74.

Date of surrender to be entered.

Power to directors to vary conditions of issue.

6. The directors may determine and from time to time vary the conditions upon which share warrants shall be issued, and in particular upon which a new share warrant or coupon will be issued in the place of one worn out, defaced, lost or destroyed, upon which the bearer of a share warrant shall be entitled to attend and vote at general meetings, and upon which a share warrant may be surrendered and the name of the holder entered in the books of the company in respect of the shares therein specified. The holder of a share warrant shall be subject to the conditions for the time being in force whether made before or after the issue of such warrant.

1902, c. 15, s. 5 amended.

Companies acting as contractors in certain cases.

7. Section 5 of *The Companies' Act*, 1902, is amended by adding thereto the following subsection:—

"3. Nothing in this section, or in any charter or letters patent heretofore or hereafter issued, shall be deemed to prevent any company to which this Act applies from acting as a contractor in railway, telegraph or telephone construction."

1st Session, 10th Parliament, 4-5 Edward VII.,

THE SENATE OF CANADA

BILL.

NN

An Act to amend The Companies 1902.

Received and read a first time, Tues June 13, 1905.
Second reading, Thursday, June 15, 1

Honourable Mr. Scott.

OTTAWA
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Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

00.] **BILL.** [1905.

An Act to amend The Insurance Act as respects the investment of funds of Life Insurance Companies in securities of Trust Companies.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Section 50 of *The Insurance Act*, Chapter 124 of the Revised Statutes, as the said section is enacted by section 8 of chapter 13 of the Statutes of 1899, is hereby amended by striking out the words "trust company" in the second line of paragraph (*b*) of subsection 1 of the said section 50 and in lines 9 and 10 of subsection 4 of the said section 50. R.S.C., c. 124, s. 50 and 1899, c. 13, s. 8 amended. Investment of funds.

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

00

An Act to amend The Insurance Act as respects the investment of funds of Life Insurance Companies in securities of Trust Companies.

Received and read a first time, Wednesday, 14th June. 1905.
Second reading, Wednesday, 21st June, 1905.

Honourable Mr. McMULLEN.

OTTAWA
Printed by S. E. DAWSON
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1905

THE SENATE OF CANADA.

PP.] **BILL.** [1905.

An Act to amend *The Railway Act, 1903*, as respects the amount of securities to be issued by Railway Companies.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. Section 111 of *The Railway Act*, 1903, is hereby amended by adding thereto, as subsections 5, 6 and 7, the following:— 1903. c. 58, s. 111, sub-sections added.

"5. When the Special Act does not fix the limit of the amount of securities that may be issued, the Board of Railway Commissioners of Canada, upon application by the company, and having regard to the circumstances of each case, and particularly to the probable cost of construction and the tolls that would be required to meet working expenditure and interest upon the securities if issued up to the limit fixed by the Board, shall determine and fix a limit or limits, either with reference to the issue of securities upon the whole undertaking or with reference to issues of securities upon different portions of the undertaking. Issue of securities. Railway Board to fix limit when special Act does not.

"6. The company shall not issue any securities unless and until the limit or limits of issue have been so determined and fixed. Such limit or limits shall not be exceeded, and securities may be issued only in proportion to the length of railway constructed or under contract to be constructed. Limit not to be exceeded. Issue to be proportionate to construction.

"7. The Board may from time to time, upon application by the company and after inquiry into the circumstances, increase, lessen or otherwise vary any limit so fixed." Power to Board to vary limit.

1st Session, 10th Parliament, 4-5 Edward VII., 1905

THE SENATE OF CANADA.

BILL.

PP

An Act to amend *The Railway Act*, 1903, as respects the amount of securities to be issued by Railway Companies.

Received and read a first time, Wednesday, 28th June, 1905.
Second reading, Thursday, 29th June, 1905.

Honourable Mr. DAVIS.

OTTAWA
Printed by S. E. DAWSON
Printer to the King's most Excellent Majesty
1905

THE SENATE OF CANADA.

QQ.] **BILL.** [1905.

An Act to amend *The Criminal Code*, 1892, as respects Lotteries.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :— Preamble.

1. Subsection 6 of section 205 of *The Criminal Code*, 1892, as the said subsection is enacted by section 2 of chapter 42 of the statutes of 1901, is hereby amended by adding thereto the following as paragraph (*c.*) thereof :— 1892, c. 29, s. 205, ss. 6, and 1901, c. 42, s. 2 amended.

"(*c.*) Any distribution by lot, among the members or ticket holders of any Art Union established and maintained solely for the encouragement of art, of any work of art produced by the labour of the members of, or published by or under the direction of, or presented to, such Art Union, if— Certain Art Unions excepted from operation of Criminal Law as to lotteries.

(i.) such Art Union is incorporated under the laws of the United Kingdom, and has obtained permission from the Governor-in-Council to sell in Canada tickets or chances for such distribution; and

(ii.) such tickets or chances are solely for the distribution of works of art, and the Art Union does not in any manner give money prizes and does not exchange any work of art so distributed for any valuable consideration other than another work of art of like nature."

1st Session, 10th Parliament, 4-5 Edward VII., 1905.

THE SENATE OF CANADA.

BILL.

QQ

An Act to amend The Criminal Code, 1892, as respects Lotteries.

Received and read a first time, Saturday, July 15, 1905.
Second reading, Monday, July 17, 1905.

Honourable Mr. Ellis.

OTTAWA
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1905