









2720  
387

No. 2.]

**BILL.**

{ 1896,  
2ND SESS.

An Act to amend the Dairy Products Act, 1893.

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

1. Section five of *The Dairy Products Act, 1893*, is hereby 5 repealed and the following substituted therefor :— 1393, c. 37, s. 5 repealed.

“5. No person shall sell, offer, expose or have in his possession for sale cheese of any factory in Canada manufacturing for export, unless the word ‘Canada’ and the day and month of manufacture thereof, the registered number of the factory, and 10 the initial letter or letters of the province in which the factory is situated, are branded, stamped, or marked, in a legible and indelible manner, upon the outside of every box or package which contains such cheese, and on the cheese itself, before 15 leaving the factory, in letters not less than three-eighths of an inch high and one-quarter of an inch wide.

“2. Every manufacturer of cheese shall register with the Dairy Commissioner at Ottawa the location and post office address as set forth in Schedule A to this Act of each and every factory owned or operated by him for the manufacture 20 of cheese, and the commissioner shall forthwith send by registered letter to the manufacturer a certificate of registration showing the number allotted by the commissioner to his factory or factories. Registration of factories.

“3. Every person who, by himself or by any other person 25 to his knowledge, violates the provisions of this section shall, for each offence, upon conviction thereof before any justice or justices of the peace, be liable to a fine not exceeding twenty dollars and not less than five dollars for every such cheese, which is sold, offered, exposed or had in possession for sale, 30 together with the costs of prosecution, and in default of payment of such fine and costs shall be liable to imprisonment, with or without hard labour, for a term not exceeding three months, unless such fine and the costs of enforcing it are sooner paid.” Penalty.

Schedule.

2. The said Act is hereby further amended by adding the following schedule thereto :—

“SCHEDULE A.

“Particulars for the registration of cheese factories.

- Name of factory.....
- Province.....
- County.....
- Township or parish.....
- Lot and concession or section and range.....
- Nearest post office.....
- Name of owner.....
- Post office address.....

*If an incorporated company :*

- Name of secretary.....
- Post office address.....
- (Signed).....

Owner or Secretary.  
.....Post Office Address.”

Commence-  
ment of Act.

3. This Act shall come into force on the first day of January, eighteen hundred and ninety-seven.

No. 2.

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act to amend the Dairy Products  
Act, 1893.

Received and read a first time, Wednesday,  
26th August, 1896.  
Second reading, Thursday, 27th August,  
1896.

Mr. McLENNAN.  
Glengarry.

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

---

---

N.o 3.]

**BILL.**

{ 1896.  
2ND SESS.

An Act respecting the sale of Railway Return-fare tickets.

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

5 **1.** Every railway company within the legislative authority of the Parliament of Canada, selling first-class return tickets from any station upon its line of railway to any other point within Canada, shall sell second-class return tickets at the same percentage of reduction as is allowed in the case of first-class return fares, upon trains carrying first and second-class passengers.

Railway companies to sell second class return tickets.

10 **2.** Every railway company which wilfully neglects, omits or refuses to sell second-class return tickets as hereinbefore provided is guilty of an offence and liable to a penalty for every such offence of not less than five dollars nor more than fifty dollars, recoverable under the provisions of *The Criminal Code*, 1892.

Penalty for refusal.

No. 3.

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

BILL.

An Act respecting the sale of Railway  
Return-fare tickets.

---

Received and read a first time, Wednesday,  
26th August, 1896.  
Second reading, Thursday, 27th August,  
1896.

---

Mr. McLENNAN,  
Glengarry.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



An Act for the better protection of the Employees of  
Railway Companies and others.

HER 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 January, one thousand nine  
5 hundred, it shall be unlawful for any railway company— Air brakes on  
trains.

(a) To use any locomotive engine that is not equipped with  
an air brake in proper working order, or to run any train a  
sufficient number of the cars of which are not so equipped  
with an air brake that the engine driver on the locomotive  
10 can control its speed without requiring the assistance of the  
hand brakes; or—

(b) To use on its lines any locomotives or cars not equipped Automatic  
couplers.  
with automatic couplers in proper working order, so that such  
locomotives and cars can be coupled and uncoupled without its  
15 being necessary for men to go in between the ends of cars.

2. On and after the passing of this Act, it shall be unlawful Qualifications  
of engine driv-  
ers and con-  
ductors.  
for any railway company to employ any person—

(a) As engine-driver, who has not been employed for at least  
five years as fireman on a locomotive engine; or—

20 (b) As conductor, who has not been employed for at least  
five years as a brakeman.

3. Any railway company violating any of the provisions of Penalty.  
this Act shall be liable, on summary conviction, to a fine of  
not less than                      dollars nor more than                      dollars.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act for the better protection of the  
Employees of Railway Companies and  
others.

---

Received and read a first time, Wednesday,  
26th August, 1896.  
Second reading, Thursday, 27th August,  
1896.

---

MR. MACLEAN.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act to prohibit the Importation and Immigration of Foreigners and Aliens under Contract or Agreement to perform Labour in Canada.

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

1. From and after the passing of this Act it shall be unlawful for any person, company, partnership or corporation, in any manner whatsoever to prepay the transportation, or in any way assist or encourage the importation or immigration of any alien or aliens, any foreigner or foreigners into Canada, under contract or agreement, parole or special, express or implied, made previous to the importation or immigration of such alien or aliens, foreigner or foreigners, to perform labour or service of any kind in Canada.

Assisting immigration of foreigners under contract to perform labor in Canada prohibited.

2. All contracts or agreements, express or implied, parole or special, which may hereafter be made by and between any person, company, partnership or corporation, and any foreigner or foreigners, alien or aliens, to perform labour or service, or having reference to the performance of labour or service by any person in Canada, previous to the immigration or importation of the person or persons whose labour or service is contracted for into Canada, shall be void and of no effect.

Such contract to be void.

3. For every violation of any of the provisions of section one of this Act, the person, partnership, company or corporation violating the same by knowingly assisting, encouraging or soliciting the immigration or importation of any alien or aliens, foreigner or foreigners into Canada, to perform labour or service of any kind under contract or agreement, express or implied, parole or special, with such alien or aliens foreigner or foreigners previous to becoming residents or citizens of Canada, shall forfeit and pay for every such offence the sum of one thousand dollars, which may be sued for and recovered by the Dominion of Canada, or any person who shall first bring his action therefor, including any such alien or foreigner who may be a party to any such contract or agreement, as debts of like amount are now recovered in any competent court of the Dominion of Canada, the proceeds to be paid into the hands of the Receiver General for the Dominion of Canada; and separate suits may be brought for each alien or foreigner being a party to such contract or agreement aforesaid, and it shall be the duty of the county attorney of the proper county to prosecute every such suit at the expense of the Dominion of Canada.

Penalty.

Mode of recovery.

As to master of ship landing such immigrant in Canada. 4. The master of any vessel who shall knowingly bring within the Dominion of Canada on any such vessel and land or permit to be landed from any foreign port or place any alien, labourer, mechanic or artizan who, previous to embarkation on such vessel, had entered into contract or agreement, parol or special, express or implied, to perform labour or service in the Dominion of Canada, shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not more than five hundred dollars for each and every such alien, labourer, mechanic or artizan so brought as aforesaid, and may also be imprisoned for a term not exceeding six months at hard labour. 5 10

Penalty. Exemptions. 5. Nothing in this Act shall be so construed as to prevent any citizen or subject of any foreign country, temporarily residing in Canada, either in private or official capacity, from engaging, under contract or otherwise, persons not residents or citizens of Canada, to act as private secretaries, servants or domestics for such foreigner temporarily residing in Canada as aforesaid; nor shall this Act be so construed as to prevent any person or persons, partnership or corporation from engaging, under contract or agreement, skilled workmen in foreign countries to perform labour in Canada in or upon any new industry not at present established in Canada, provided that skilled labour for that purpose cannot be otherwise obtained; nor shall the provisions of this Act apply to professional actors, artists, lecturers or singers, nor to persons employed as personal or domestic servants: Provided, that nothing in this Act shall be construed as prohibiting any individual from assisting any member of his family, or any relative or personal friend, to migrate from any foreign country to Canada for the purpose of settlement here. 15 20 25 30

Servant of foreigner temporarily residing in Canada. Skilled workman in new industry. Actors, artists, lecturers, singers and domestic servants. Intending settlers.

Immigrants unlawfully landed to be returned. 6. The collector of customs at any port in Canada, in case he shall be satisfied that an immigrant has been allowed to land in Canada contrary to the prohibition of this Act, shall cause such immigrant, within the period of one year after landing or entry, to be taken into custody and returned to the country from whence he came, at the expense of the owner of the migrating vessel, or, if entered from an adjoining country, at the expense of the person previously contracting for the services. 35 40

At whose expense. Payment to informer. 7. The Receiver General for the Dominion of Canada may pay to any informer who furnishes original information that the law has been violated such a share of the penalties recovered as he may deem reasonable and just, not exceeding fifty per centum, where it appears that the recovery was had in consequence of the information thus furnished. 45

## An Act further to amend the Dominion Elections Act.

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

- 5     **1.** Every person who, or the directors of any body corporate which, before or during any election of a member to serve in the House of Commons, for the purpose of affecting the return of any candidate at such election, makes or publishes any false statement of fact in relation to the personal character or conduct of such candidate, is guilty of a corrupt practice
- 10     within the meaning of *The Dominion Elections Act*: provided, that no person shall be deemed to be guilty of such corrupt practice if he can show that he had reasonable grounds for believing, and did believe, the statement made by him to be true.
- 15     **2.** Any person who makes or publishes a false statement of fact as aforesaid may be restrained by interim or perpetual injunction by any judge of a superior court from a repetition of such false statement or making or publishing a false statement of a similar character in relation to such candidate.
- 20     **2.** For the purpose of granting an interim injunction *prima facie* proof of the falsity of the statement shall be sufficient.

Certain false statements concerning a candidate to be a corrupt practice.

Injunction against person making false statement.

No. 6.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act further to amend the Dominion  
Elections Act.

---

Received and read a first time, Friday, 28th  
August, 1896.  
Second reading, Monday, 31st August, 1896.

---

Sir CHARLES HIBBERT TUPPER.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

No. 7.]

**BILL.**

{ 1896.  
2ND SESS.

An Act further to amend the North-west Territories Representation Act.

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

1. Section thirty-three of *The North-west Territories' Representation Act*, chapter seven of the Revised Statutes, as amended by section six of chapter fifteen of the Statutes of 1894, is hereby further amended by adding at the end thereof the words "subject to be further corrected on the polling day as hereinafter provided." R.S.C., c. 7, s. 33 amended.

2. The said Act is hereby further amended by re-enacting as section forty-four, in lieu of the section repealed by section fourteen of chapter fifteen of the Statutes of 1894, the following :— Section 44 re-enacted.

44. The deputy returning officer shall, while the poll is open, if required by any person whose name is not on the voter's list, administer to such person oath number one in the said form P; and such oath having been taken, the deputy returning officer shall at one cause such person's name to be added to the voters' list, with the word 'sworn' written thereafter." Oath when voter's name is not on the list.

3. Notwithstanding anything in any Act to the contrary, nothing contained in chapter eight of the Revised Statutes or any amendments thereto shall affect the provisions of this Act. R.S.C., c. 8, not to apply.

No. 7.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act further to amend the North-west  
Territories Representation Act.

---

Received and read a first time, Friday 28th  
August, 1896.  
Second reading, Monday, 31st August, 1896.

---

MR. DAVIN.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



---

---

No. 8.]

**BILL.**

{ 1896.  
2ND SESS.

An Act in further amendment of the Railway Act.

**H**ER Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows :—

1. Notwithstanding anything in *The Railway Act*, all debts Lien for labor  
5 due for work done or materials supplied in the construction of and materials.  
a railway to which the said Act applies shall be a first lien 1888, c. 29.  
upon such railway.

No. 8.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act in further amendment of the  
Railway Act.

---

Received and read a first time, Friday, 28th  
August, 1896.  
Second reading, Monday, 31st August, 1896.

---

MR. GIBSON.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

No. 9.]

**BILL.**

{ 1896.  
2ND SESS.

An Act to amend the Criminal Code, 1892, for the purpose of making more effectual provision for the punishment of seduction and abduction.

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

1. Section one hundred and eighty-one of *The Criminal Code*, 1892, is hereby amended by substituting the word "eighteen" for the word "sixteen" in the fifth line thereof. 1892, c. 29, s. 181 amended.
2. Section one hundred and eighty-two of the said Code is hereby amended by substituting the word "eighteen" for the words "twenty-one", in the first line thereof. Section 182 amended.
- 10 3. Section two hundred and eighty-three of the said Code is hereby amended by substituting the word "eighteen" for the word "sixteen" in the fourth and last lines thereof. Section 283 amended.

No. 9.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to amend the Criminal Code, 1892,  
for the purpose of making more effect-  
ual provision for the punishment of  
seduction and abduction.

---

Received and read a first time, Thursday, 3rd  
September, 1896.  
Second reading, Friday, 4th September, 1896.

---

MR. CHARLTON.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act to confirm an agreement between the Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company.

**WHEREAS** the Grand Trunk Railway Company of Canada Preamble.  
 has by its petition represented that the said Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company have entered into the agreement  
 5 set forth in the schedule to this Act, and the said companies have respectively by their petitions prayed that the said agreement be confirmed and made legal and binding; and whereas it is expedient to grant the prayer of the said petitions :  
 Therefore Her Majesty, by and with the advice and consent of  
 10 the Senate and House of Commons of Canada enacts as follows :—

**1.** The agreement in the schedule to this Act is hereby Agreement confirmed.  
 confirmed and made legal and binding in all respects as fully and effectually as if the several clauses and provisions thereof were set forth at length in this Act.

15 **2.** The said agreement shall continue and be in force for the Duration of agreement.  
 period of fifty years from the date thereof upon the terms, compensations, regulations, conditions and provisions in the said agreement set forth.

#### SCHEDULE.

THIS AGREEMENT, made and entered into this thirteenth day of May, A.D., 1896, by and between the Grand Trunk Railway Company of Canada, party of the first part, and the Canadian Pacific Railway Company, party of the second part, Witnesseth : That whereas the party of the second part proposes to acquire, lease or control, and to operate a line of road, extending from Hamilton in a north-westerly direction, to a point about one and three-quarter miles west of Hamilton, where it will connect with the road owned, controlled and operated by the party of the first part, which point is hereinafter referred to as the "Hamilton Junction" ;

And whereas the said party of the second part is desirous of making such a contract with the party of the first part, as will enable the party of the second part (for the purpose of facilitating the transportation of freight and passengers between the said city of Hamilton and the city of Toronto, and points lying easterly and westerly of both the said cities of Toronto and Hamilton) to run its trains, both passenger and freight, over the portion of the railway of the party of the first part, between the Hamilton Junction, and the point of

junction of the Grand Trunk Railway with the Toronto Union Station tracks near Bathurst Street in the city of Toronto, a distance of about thirty-six miles; the said portion of the railway of the party of the first part being hereinafter referred to as the "said joint section."

FIRST.—Now, therefore, the party of the first part in consideration of the payments, covenants and agreements hereinafter specified as well as for, and in consideration of the sum of one dollar in hand, paid by the party of the second part, the receipt thereof is hereby acknowledged, has leased and demised, and by these presents doth lease and demise unto the said party of the second part, its successors and assigns, for the period, and on the conditions hereinafter specified the right jointly and equally with the party of the first part of using and enjoying the road, roadbed, track, side tracks, switches, bridges, stations, buildings, tanks, coal chutes, cattle guards, and all the fixtures pertaining thereto, of the road of the said party of the first part, and a full and unrestricted and unencumbered use, in common with the said party of the first part, of the said first party's railroad property and fixtures above mentioned, between Hamilton Junction and the city of Toronto; and doth also grant to the party of the second part the right to connect its tracks with the tracks of the party of the first part at the Hamilton Junction, using for that purpose so much of the land of the party of the first part as may be necessary therefor.

SECOND.—To have, hold and enjoy the said demised premises and every part thereof, and the said rights for the term of twenty-one years certain from the date hereof, and if the parties are, or shall become, authorized to enter into this agreement for a period of fifty years, in so far as the laws of Canada can authorize them, then for the further period of twenty-nine years, making in all fifty years. And inasmuch as doubts have arisen as to the power to make this agreement, for a longer period than twenty-one years, under the present laws of Canada, the parties hereto hereby agree to forthwith join in an application to the Parliament of the Dominion of Canada for an Act authorizing the parties hereto to enter into the agreement herein contained for the full period of fifty years, and upon the passage of such Act, and upon getting such further approval, if any, as may be necessary, this agreement, as may be presented in that Act, shall be binding upon all the parties for said period of fifty years.

THIRD.—It is further understood, and agreed, that the parties hereto shall enjoy in all respects equal rights to the said tracks, buildings and improvements used in common, unless wherein the rights of either are expressly restricted in this lease, and the trains of the party of the second part shall in every respect be treated by the officers, agents and employees of the party of the first part as trains of a similar class of the party of the first part, and shall have equal preference over trains of an inferior class belonging to either of the parties, and the said second party shall have a perfect right to run all classes of trains, passenger, mixed, freight, and other trains, over the said first party's road between Hamilton Junction and the city of Toronto, subject only to the regulations prescribed or provided for in this lease; and in case of doubt

between the trains of the two companies of the same class, under the established rules, the trains of the party of the first part shall be held to have the preference. The main tracks shall, as far as practicable be kept unobstructed for the use of either company.

FOURTH.—The schedule for the arrival at, or departure from, either the Hamilton Junction, or Toronto of the trains of the party of the second part, shall be fixed from time to time by agreement between the superintendents of the said parties hereto. Reasonable notice of any change thereof shall be given by the superintendent of the second party to the superintendent of the first party, who shall thereupon make and furnish to the party of the second part, as far as it is practicable, the proper schedule or time card for the movement of all trains of both parties on the said joint section, which said schedule shall give equal rights to the trains of both parties of a similar class, and passenger trains of the second party shall have preference as to the right of the road over trains of an inferior class belonging to the said party of the first part, and in case of any dispute arising as to the said schedule, or the speed of any train, it shall, in case the parties fail to agree, be referred to and settled by arbitration, in the manner hereinafter provided.

FIFTH.—When the trains of the second party are running behind time, their movements shall be directed and controlled by the train despatcher of the party of the first part, in the same manner as he regulates trains of a similar class of the party of the first part, when out of schedule time,—it being understood that the regulations established shall contemplate their movement as trains having equal rights with the trains of the first party, passenger trains being preferred to freight trains of either party hereto, and regular freight trains of the party of the second part are to be preferred to extra, wild, or construction trains of the said first party.

SIXTH.—The rules and regulations for the government of trains, and of all employees of either or both parties while running over the said joint section and making use of the tracks, buildings and appurtenances jointly, and all rules regulating the use of the road and fixtures shall be those prescribed by the party of the first part, for the government of its own employees, the men employed upon the trains, and in charge of the motive power of the party of the second part, being for the time, while moving upon the road of the said first party as fully under the directions of the officers and agents, and subject to the police regulations of the said first party as if they were in the service of the party of the first part.

SEVENTH.—The men employed upon the repairs, and in the operation of the said joint section and as switchmen, agents and operators, though paid by the party of the first part, shall be considered as in the joint employ of the parties hereto, and may at any time be called upon to assist the party of the second part in case of accident, and in placing cars, which may be wrecked, upon the track, and shall be subject to dismissal if they decline, neglect, or refuse to render such assistance and service to the said second party as repair men and such employees are usually called upon to render to trains in the service of the party of the first part.

EIGHTH.—It is mutually agreed by and between the parties hereto, that each of the said parties will be responsible for the accidents or casualties upon, or to, its own trains, by reasons of any imperfection of the track or misplacement of switch, or for damages for stock killed, or injury that may occur to persons walking upon the track, (if any liability therefor) or from any other cause aside from, or except, collision, in any form, with the trains of the other party, and no such accident or casualty shall give either party the right of action, or claim, against the other party, it being the intention and design, that each party shall be responsible for its own trains, for the conduct of its own employees, and generally except when the other party is in fault.

NINTH.—In the case of the killing of stock not in transit, or of damages on account of personal injuries to persons not riding on the trains of either party, or by fire caused by the operations of its trains over said railway, and without regard to the physical conditions of said road or its appurtenances, the claims shall, with the approval of the party of the second part, be adjusted by the proper officer of the party of the first part, and in payment thereof, the party in fault shall pay the full amount of the liability; but in the final settlement therefor, such settlement shall include and embrace a full and entire release of both parties hereto. In case of damages or injuries occurring to persons or property on the trains of either party, the proper officer of the party on whose trains such damages or injuries may occur, shall settle the same, and the release shall be made to include and free both companies from further liability.

TENTH.—In case of any interruption or delay to the traffic of the road by reason of the destruction of any structure by fire, the washing out of bridges or embankments, or destruction or damage caused by wrecked train, tornado, cyclone, or the elements generally, or in case of interruption from any cause, neither party shall have the right of action for damages as against the other party for such delay to traffic, or damages to persons or property by reason of such delay.

ELEVENTH.—In all cases of collision between the trains of the parties, the party whose men or trains are in fault, and are or shall have been found to have been the occasion of the collision, shall be held responsible to the other party for all damages done, or resulting from the collision, and in case the proper officers of the two parties cannot agree, and settle the question as to whose train or men, were, or were not, in fault, and were the cause of the casualty, or the amount of damage done, then the question shall be referred in the manner hereinafter provided for the settlement of differences, and amicably adjusted, and each party shall abide by, and perform, the award, and comply with the decision of the referees, which shall, in all cases, terminate the controversy or difference.

TWELFTH.—In case of the destruction or damaging of any of the depots, buildings, bridges, culverts, or other appurtenances, as a result of the carelessness or by reason of the negligence, of either one of the parties to this contract, the expense of replacing, or renewing, the property, shall be entirely paid by the party at fault, provided that the said replacing or renewal shall be of the same general character as the work destroyed.



THIRTEENTH.—In case, by consent of both parties hereto, the new work substituted for the old shall be of a better character than the old, and can be considered as a betterment, and as improving the value of the property, then so much of the cost as would restore the property to its original condition shall be paid by the party at fault, as above provided, and the balance of the expense shall be added to the capitalized account, and interest upon one-half thereof, at the rate of four per cent per annum, shall, during the continuance of this agreement, be paid by the party of the second part.

FOUREENTH.—The expenses charged to the maintenance of the property used in common shall include repairs and renewals of tracks (including new rails, ties, and labour incident thereto) ballast, depots, platforms, water stations, stock yards, cattle guards, road crossings, replacing in similar character of embankments, culverts, bridges, masonry, fencing, and such other structures as may have been destroyed, or damaged, from any cause.

FIFTEENTH.—All permanent improvements of the property and betterments in the way of masonry, iron bridges, and the substitution thereof for wooden structures, or the substitution of embankments, or masonry, for wooden structures, or for structures of a temporary character, and of new depots, tanks, side or double tracks, ballast (at such points as the track is not already ballasted) and real estate purchased, shall be from time to time added to capital account, and interest on one-half the cost of such permanent improvements, betterments, and real estate, shall be paid by the party of the second part during the continuance of this agreement, at the rate of four per cent per annum, provided, however, that no permanent improvement, or betterment, or real estate on which interest is to be charged, shall be made, or purchased, unless the consent of the said party of the second part to such improvement, betterment, or purchase, be first obtained; and provided also that the value of all iron, and other materials replaced, as provided for in this clause, shall be credited to the capital account, thereby reducing, to that extent, the amount on the half of which interest is to be payable by the party of the second part, and the balance only shall carry interest, as herein provided.

SIXTEENTH.—The party of the second part further agrees that it will do freight and passenger business over the said joint section as follows: Passenger and freight business between the city of Toronto and the city of Hamilton shall be considered through business, and the party of the second part shall have the right to handle it over the said joint section, in competition with the party of the first part and all others, but business between either Hamilton or Toronto and an intermediate station on the said joint section, or business between two intermediate stations on the said joint section, shall be considered local business of the party of the first part, which the party of the second part shall not be permitted to handle, except as hereinafter provided. The party of the second part shall have the right to take passengers or freight from, or to, any station on the said joint section, originating at, or destined to any point on its own lines or its connections, beyond the said joint section, in either direction, and it shall be the duty of the agents on the said joint section to waybill and handle

such freight and ticket such passengers without discrimination or hindrance and the party of the first part shall account to the party of the second part therefor, in the same manner as if such agents were the agents of the party of the second part. In case it shall be found to be impracticable to prevent passengers from riding on the trains of the second party between local points on the said joint section, between which the party of the second part is prohibited from doing business, as above described, the party of the second part shall collect tolls for the transportation of such passengers, in accordance with the current tariff of the party of the first part, and shall pay over to the party of the first part seventy five per cent of the revenue received therefrom.

SEVENTEENTH.—An accurate account shall be kept, and rendered monthly of all such business done by the party of the second part between local points of the said joint section, and all amounts to be paid to the party of the first part, by the party of the second part, on account thereof, shall be promptly paid by the said second party to the said first party, at their office in Montreal, on or before the twentieth day of the ensuing month.

EIGHTEENTH.—An accurate account shall be kept by the party of the first part, and rendered monthly to the party of the second part and as much in detail as it is reasonable and fair, of all expenses of maintaining and renewing the property as is stipulated in this contract, used by the parties hereto in common, also the expenses of agents, operators, flagmen, watchmen, and similar employees, engaged in the operation of the said joint section, and the proportions thereof due by the party of the second part shall be promptly paid to the party of the first part by the party of the second part, at such times, and in the manner hereinafter set forth.

It is understood that there shall also be included in the expenses contemplated in this section, all municipal and other taxes payable by the party of the first part, in respect of the said joint section, a fair proportion of the salary paid to the superintendents, and Chief Engineer of the Grand Trunk Company, and to its train despatchers on the said joint section and the payments of the proportions thereof due by the party of the second part, are also to be made monthly, on or before the twentieth day of every month, for the expenses of the preceding month; it being the intention of the parties hereto that the party of the second part should, except as provided for in clause fifteenth, pay towards the expenses in any way connected with the use, repairs and renewal of the tracks and other railroad property covered by this agreement, the proportion hereinafter mentioned in clause twentieth, provided always that the value of all old rails, iron, and other materials renewed, or replaced, as provided for in clause fourteenth, shall be credited to the expenses of maintenance, thereby reducing, to that extent, the amount of expenses to which the party of the second part is to contribute, and the party of the second part shall only be liable to contribute to the balance of such expenses in the said proportion.

NINETEENTH.—The party of the second part hereby accepts the demise and grant for the period of the time hereinbefore named of the above described property and rights, and agrees

to pay therefor, to the Grand Trunk Railway Company, at its office in Montreal, the following sums: For the use of the buildings, tracks and appurtenances from Hamilton Junction to Toronto, and for the said rights an annual sum, or rental, of forty thousand dollars, and a proportional sum for any fraction of a year; such rental to begin to accrue on the day on which the party of the second part begins to run its trains over the said joint section.

TWENTIETH.—The payment of the said sum of forty thousand dollars is to be made in equal sums monthly, that is to say, three thousand, three hundred and thirty-three dollars and thirty-three cents (\$3,333.33) per month on the first week day of every month in each year, or a proportionate sum for any fractional part of a month, the first payment to be made on the first week day of the month next following the day on which the party of the second part begins to run its trains over the said joint section. And the party of the second part shall also pay monthly such proportion of all expenses incurred in the previous month, and of the cost of maintenance of the tracks, bridges, buildings, fences and other fixtures appertaining or connected with the operation of the said joint section, as the number of cars of all classes, both loaded and empty, transported over the said joint section or any portion thereof by the said second party shall bear to the whole number of cars transported over the said joint section or any portion thereof, such payment to be made on or before the twentieth day of the succeeding month or within ten days after an account showing the amount due for the month has been rendered by the party of the first part to the party of the second part.

TWENTY-FIRST.—The said party of the second part shall also pay to the party of the first part for services performed by and supplies furnished to operators, bridge watchmen, flagmen, station agents and employees during the next preceding month as follows: Agent, operator and station supplies at the Hamilton Junction, one-half; other agents, watchmen, flagmen and employees engaged in the operation of the said joint section, the same proportion as may be charged under clause twentieth in the general accounts rendered monthly for maintenance as above provided; such payment to be made on or before the twentieth day of the succeeding month or within ten days after an account showing the amount due for the month has been rendered by the party of the first part to the party of the second part.

TWENTY-SECOND.—From time to time and at all times during the continuance of this agreement the party of the first part will allow proper inspection by the party of the second part of all books, accounts, returns, and vouchers, for the purpose of checking or verifying any account or accounts rendered by the party of the first part to the party of the second part in pursuance of this agreement, and the party of the second part shall have the right from time to time to employ an auditor to investigate the accuracy of any such account or accounts, and the party of the first part shall from time to time afford all proper facilities for such investigation; and neither the acceptance of any such account or accounts nor the payment thereof by the party of the second part shall prejudice its

right to an audit or verification ; and if upon any such audit or verification or at any time it shall be found that the party of the second part has paid to the party of the first part any sum or sums of money which it was not liable to pay under the provisions of this agreement it shall be entitled to demand and collect the same from the party of the first part and the party of the first part will refund the same.

TWENTY-THIRD.—The expenses of the maintenance of the track and property, also of all renewals shall be paid for by the party of the first part, and all work incident thereto shall be done by its own men, and under the direction of the officers of the said party of the first part which said officers shall have care of the property used in common, and decide as to the character of the work to be done, direct, superintend, and supervise the conduct of the work, and expenditures incident thereto, and have full charge of all matters pertaining to the physical condition of the property.

TWENTY-FOURTH.—It is hereby further expressly agreed and understood, in reference to the payment to be made by the said party of the second part of rental or interest on any betterment or improvement, or cost of maintenance or operation of the said joint section, that time is of the essence of this contract, and in case the party of the second part shall fail to make the payments herein stipulated to be made when and where they shall become due and payable and for thirty days after a demand in writing of the same shall have been made by the party of the first part to the party of the second part, then and in that case this lease and contract at the option of the party of the first part shall cease and be null and void, and the said party of the first part may at once and without notice, exclude and remove the trains, engines, and other property of the party of the second part from the said demised premises or from any part thereof ; Provided, however, that this clause shall not be construed as preventing the party of the second part from reclaiming and recovering from the party of the first part any amount that may have been paid which the party of the second part may claim to be in excess of the amount properly payable under the terms of the agreement and which may be awarded as due to the party of the second part in any arbitration held as hereinafter provided.

TWENTY-FIFTH.—If so requested by the party of the second part the said party of the first part shall furnish daily to the engines of the said party of the second part such amount of coal as may be necessary in the transportation of the trains of the said second party over the road of the said first party, and the said second party shall pay promptly monthly to the said first party on or before the twentieth day of the next ensuing month, at the place heretofore mentioned, such correct bills for fuel as the said first party may render, provided, however, that in making of said bills fuel shall be charged to the party of the second part at a fair reasonable price, which price shall be the original cost of the coal, on track at point of delivery to the party of the first part and the cost of transportation over the line of the party of the first part at the rate of one-half cent per ton per mile and the cost of handling.

TWENTY-SIXTH.—The said party of the first part hereby agrees that when necessary, its men employed for such purpose shall

oil, repair, and put in order such cars of the party of the second part as may be disabled while running over the said joint section, and it is mutually agreed between the parties hereto that such expenses as may be incurred by the said first party for such labour and material furnished in such oiling and repairs shall be settled and paid for by the second party according to such general rules and customs as shall prevail at the time among the railroads of the United States, as far as regards prices only, it being understood that the rules and customs appertaining to cars exchanged between railroads generally do not apply to the vehicles running over the said joint section under this agreement.

**TWENTY-SEVENTH.**—If it should be found in practice that any right or interest of either party has not been fully protected or provided for by this agreement in accordance with its object and intent, then both parties shall negotiate with fairness and candour a new and other clause to obviate the injustice or difficulty.

**TWENTY-EIGHTH.**—Any difference that may arise under this contract either as to its construction or as to any violation of duty under it by either party, or as to any matter or thing not herein provided for, may, if it cannot be amicably adjusted by the parties hereto, be by either party submitted to arbitration in the following manner: each of the parties hereto shall appoint an arbitrator or referee a disinterested person skilled in railroad matters, and in case of either party failing to appoint such a referee within ten days after written notice of the intention to refer, then the party not in default may select both referees and the two so appointed or selected shall select a third and their award or the award of a majority of them shall, after due notice to all parties of the time and place of hearing the matter referred and hearing the party or parties that may attend, be final and binding on both parties to this contract and they expressly agree to abide thereby, and in case the two referees first appointed fail to appoint a third within ten days after they have both been appointed then a third referee may be appointed by a judge of the High Court of Justice for Ontario on application of either party after eight days' notice to the other party.

**TWENTY-NINTH.**—It is further agreed by and between the parties that if any disagreement shall arise as to the speed or time of trains the matter shall be submitted to arbitrators in the manner provided for above, and the time schedules in effect at the time such disagreement shall arise shall remain in full force until the decision of the arbitrators, and such decision shall be binding on both parties to this contract.

**THIRTIETH.**—Pending the settlement of the matter submitted for arbitration each party shall continue to carry on its business in the regular manner, and the standing and conduct of either party toward the other shall in no way be affected by the matter in controversy.

**THIRTY-FIRST.**—Either of the parties hereto will from time to time and whenever requested by the other of them so to do, join in any application that either of them may consider necessary or expedient to make to the Parliament of Canada, the Governor General in Council, or the Railway Committee of the Privy Council of Canada for any enactment, declaration,

confirmation, authority, approval, or sanction, for the purpose of validating this agreement or any of the provisions thereof or of giving effect thereto.

In witness whereof the parties have hereunto caused their corporate seals to be affixed and the hands of their respective officials below named.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

[L.S.] Per CHAS. M. HAYS,  
*General Manager.*

THE CANADIAN PACIFIC RAILWAY COMPANY.

[L.S.] Per W. C. VAN HORNE,  
*President.*

C. DRINKWATER,  
*Secretary.*

No. 10.

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act to confirm an agreement made between the Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company.

Received and read a first time, Friday, 4th  
September, 1896.  
Second reading, Tuesday, 8th September,  
1896.

(PRIVATE BILL.)

MR. GIBSON.

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act to confirm an agreement between the Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company.

**W**HEREAS the Grand Trunk Railway Company of Canada Preamble.  
has by its petition represented that the said Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company have entered into the agreement  
5 set forth in the schedule to this Act, and the said companies have respectively by their petitions prayed that the said agreement be confirmed and made legal and binding; and whereas it is expedient to grant the prayer of the said petitions:  
Therefore Her Majesty, by and with the advice and consent of  
10 the Senate and House of Commons of Canada enacts as follows:—

**1.** The agreement in the schedule to this Act is hereby Agreement confirmed.  
confirmed and made legal and binding in all respects as fully and effectually as if the several clauses and provisions thereof were set forth at length in this Act.

15 **2.** The said agreement shall continue and be in force for the Duration of agreement.  
period of fifty years from the date thereof upon the terms, compensations, regulations, conditions and provisions in the said agreement set forth.

#### SCHEDULE.

THIS AGREEMENT, made and entered into this thirteenth day of May, A.D., 1896, by and between the Grand Trunk Railway Company of Canada, party of the first part, and the Canadian Pacific Railway Company, party of the second part, Witnesseth: That whereas the party of the second part proposes to acquire, lease or control, and to operate a line of road, extending from Hamilton in a north-westerly direction, to a point about one and three-quarter miles west of Hamilton, where it will connect with the road owned, controlled and operated by the party of the first part, which point is hereinafter referred to as the "Hamilton Junction";

And whereas the said party of the second part is desirous of making such a contract with the party of the first part, as will enable the party of the second part (for the purpose of facilitating the transportation of freight and passengers between the said city of Hamilton and the city of Toronto, and points lying easterly and westerly of both the said cities of Toronto and Hamilton) to run its trains, both passenger and freight, over the portion of the railway of the party of the first part, between the Hamilton Junction, and the point of

junction of the Grand Trunk Railway with the Toronto Union Station tracks near Bathurst Street in the city of Toronto, a distance of about thirty-six miles; the said portion of the railway of the party of the first part being hereinafter referred to as the "said joint section."

FIRST.—Now, therefore, the party of the first part in consideration of the payments, covenants and agreements hereinafter specified as well as for, and in consideration of the sum of one dollar in hand, paid by the party of the second part, the receipt thereof is hereby acknowledged, has leased and demised, and by these presents doth lease and demise unto the said party of the second part, its successors and assigns, for the period, and on the conditions hereinafter specified the right jointly and equally with the party of the first part of using and enjoying the road, roadbed, track, side tracks, switches, bridges, stations, buildings, tanks, coal chutes, cattle guards, and all the fixtures pertaining thereto, of the road of the said party of the first part, and a full and unrestricted and unencumbered use, in common with the said party of the first part, of the said first party's railroad property and fixtures above mentioned, between Hamilton Junction and the city of Toronto; and doth also grant to the party of the second part the right to connect its tracks with the tracks of the party of the first part at the Hamilton Junction, using for that purpose so much of the land of the party of the first part as may be necessary therefor.

SECOND.—To have, hold and enjoy the said demised premises and every part thereof, and the said rights for the term of twenty-one years certain from the date hereof, and if the parties are, or shall become, authorized to enter into this agreement for a period of fifty years, in so far as the laws of Canada can authorize them, then for the further period of twenty-nine years, making in all fifty years. And inasmuch as doubts have arisen as to the power to make this agreement, for a longer period than twenty-one years, under the present laws of Canada, the parties hereto hereby agree to forthwith join in an application to the Parliament of the Dominion of Canada for an Act authorizing the parties hereto to enter into the agreement herein contained for the full period of fifty years, and upon the passage of such Act, and upon getting such further approval, if any, as may be necessary, this agreement, as may be presented in that Act, shall be binding upon all the parties for said period of fifty years.

THIRD.—It is further understood, and agreed, that the parties hereto shall enjoy in all respects equal rights to the said tracks, buildings and improvements used in common, unless wherein the rights of either are expressly restricted in this lease, and the trains of the party of the second part shall in every respect be treated by the officers, agents and employees of the party of the first part as trains of a similar class of the party of the first part, and shall have equal preference over trains of an inferior class belonging to either of the parties, and the said second party shall have a perfect right to run all classes of trains, passenger, mixed, freight, and other trains, over the said first party's road between Hamilton Junction and the city of Toronto, subject only to the regulations prescribed or provided for in this lease; and in case of doubt



between the trains of the two companies of the same class, under the established rules, the trains of the party of the first part shall be held to have the preference. The main tracks shall, as far as practicable be kept unobstructed for the use of either company.

FOURTH.—The schedule for the arrival at, or departure from, either the Hamilton Junction, or Toronto of the trains of the party of the second part, shall be fixed from time to time by agreement between the superintendents of the said parties hereto. Reasonable notice of any change thereof shall be given by the superintendent of the second party to the superintendent of the first party, who shall thereupon make and furnish to the party of the second part, as far as it is practicable, the proper schedule or time card for the movement of all trains of both parties on the said joint section, which said schedule shall give equal rights to the trains of both parties of a similar class, and passenger trains of the second party shall have preference as to the right of the road over trains of an inferior class belonging to the said party of the first part, and in case of any dispute arising as to the said schedule, or the speed of any train, it shall, in case the parties fail to agree, be referred to and settled by arbitration, in the manner hereinafter provided.

FIFTH.—When the trains of the second party are running behind time, their movements shall be directed and controlled by the train despatcher of the party of the first part, in the same manner as he regulates trains of a similar class of the party of the first part, when out of schedule time,—it being understood that the regulations established shall contemplate their movement as trains having equal rights with the trains of the first party, passenger trains being preferred to freight trains of either party hereto, and regular freight trains of the party of the second part are to be preferred to extra, wild, or construction trains of the said first party.

SIXTH.—The rules and regulations for the government of trains, and of all employees of either or both parties while running over the said joint section and making use of the tracks, buildings and appurtenances jointly, and all rules regulating the use of the road and fixtures shall be those prescribed by the party of the first part, for the government of its own employees, the men employed upon the trains, and in charge of the motive power of the party of the second part, being for the time, while moving upon the road of the said first party as fully under the directions of the officers and agents, and subject to the police regulations of the said first party as if they were in the service of the party of the first part.

SEVENTH.—The men employed upon the repairs, and in the operation of the said joint section and as switchmen, agents and operators, though paid by the party of the first part, shall be considered as in the joint employ of the parties hereto, and may at any time be called upon to assist the party of the second part in case of accident, and in placing cars, which may be wrecked, upon the track, and shall be subject to dismissal if they decline, neglect, or refuse to render such assistance and service to the said second party as repair men and such employees are usually called upon to render to trains in the service of the party of the first part.

EIGHTH.—It is mutually agreed by and between the parties hereto, that each of the said parties will be responsible for the accidents or casualties upon, or to, its own trains, by reasons of any imperfection of the track or misplacement of switch, or for damages for stock killed, or injury that may occur to persons walking upon the track, (if any liability therefor) or from any other cause aside from, or except, collision, in any form, with the trains of the other party, and no such accident or casualty shall give either party the right of action, or claim, against the other party, it being the intention and design, that each party shall be responsible for its own trains, for the conduct of its own employees, and generally except when the other party is in fault.

NINTH.—In the case of the killing of stock not in transit, or of damages on account of personal injuries to persons not riding on the trains of either party, or by fire caused by the operations of its trains over said railway, and without regard to the physical conditions of said road or its appurtenances, the claims shall, with the approval of the party of the second part, be adjusted by the proper officer of the party of the first part, and in payment thereof, the party in fault shall pay the full amount of the liability; but in the final settlement therefor, such settlement shall include and embrace a full and entire release of both parties hereto. In case of damages or injuries occurring to persons or property on the trains of either party, the proper officer of the party on whose trains such damages or injuries may occur, shall settle the same, and the release shall be made to include and free both companies from further liability.

TENTH.—In case of any interruption or delay to the traffic of the road by reason of the destruction of any structure by fire, the washing out of bridges or embankments, or destruction or damage caused by wrecked train, tornado, cyclone, or the elements generally, or in case of interruption from any cause, neither party shall have the right of action for damages as against the other party for such delay to traffic, or damages to persons or property by reason of such delay.

ELEVENTH.—In all cases of collision between the trains of the parties, the party whose men or trains are in fault, and are or shall have been found to have been the occasion of the collision, shall be held responsible to the other party for all damages done, or resulting from the collision, and in case the proper officers of the two parties cannot agree, and settle the question as to whose train or men, were, or were not, in fault, and were the cause of the casualty, or the amount of damage done, then the question shall be referred in the manner hereinafter provided for the settlement of differences, and amicably adjusted, and each party shall abide by, and perform, the award, and comply with the decision of the referees, which shall, in all cases, terminate the controversy or difference.

TWELFTH.—In case of the destruction or damaging of any of the depots, buildings, bridges, culverts, or other appurtenances, as a result of the carelessness or by reason of the negligence, of either one of the parties to this contract, the expense of replacing, or renewing, the property, shall be entirely paid by the party at fault, provided that the said replacing or renewal shall be of the same general character as the work destroyed.

THIRTEENTH.—In case, by consent of both parties hereto, the new work substituted for the old shall be of a better character than the old, and can be considered as a betterment, and as improving the value of the property, then so much of the cost as would restore the property to its original condition shall be paid by the party at fault, as above provided, and the balance of the expense shall be added to the capitalized account, and interest upon one-half thereof, at the rate of four per cent per annum, shall, during the continuance of this agreement, be paid by the party of the second part.

FOUREENTH.—The expenses charged to the maintenance of the property used in common shall include repairs and renewals of tracks (including new rails, ties, and labour incident thereto) ballast, depots, platforms, water stations, stock yards, cattle guards, road crossings, replacing in similar character of embankments, culverts, bridges, masonry, fencing, and such other structures as may have been destroyed, or damaged, from any cause.

FIFTEENTH.—All permanent improvements of the property and betterments in the way of masonry, iron bridges, and the substitution thereof for wooden structures, or the substitution of embankments, or masonry, for wooden structures, or for structures of a temporary character, and of new depots, tanks, side or double tracks, ballast (at such points as the track is not already ballasted) and real estate purchased, shall be from time to time added to capital account, and interest on one-half the cost of such permanent improvements, betterments, and real estate, shall be paid by the party of the second part during the continuance of this agreement, at the rate of four per cent per annum, provided, however, that no permanent improvement, or betterment, or real estate on which interest is to be charged, shall be made, or purchased, unless the consent of the said party of the second part to such improvement, betterment, or purchase, be first obtained; and provided also that the value of all iron, and other materials replaced, as provided for in this clause, shall be credited to the capital account, thereby reducing, to that extent, the amount on the half of which interest is to be payable by the party of the second part, and the balance only shall carry interest, as herein provided.

SIXTEENTH.—The party of the second part further agrees that it will do freight and passenger business over the said joint section as follows: Passenger and freight business between the city of Toronto and the city of Hamilton shall be considered through business, and the party of the second part shall have the right to handle it over the said joint section, in competition with the party of the first part and all others, but business between either Hamilton or Toronto and an intermediate station on the said joint section, or business between two intermediate stations on the said joint section, shall be considered local business of the party of the first part, which the party of the second part shall not be permitted to handle, except as hereinafter provided. The party of the second part shall have the right to take passengers or freight from, or to, any station on the said joint section, originating at, or destined to any point on its own lines or its connections, beyond the said joint section, in either direction, and it shall be the duty of the agents on the said joint section to waybill and handle

such freight and ticket such passengers without discrimination or hindrance and the party of the first part shall account to the party of the second part therefor, in the same manner as if such agents were the agents of the party of the second part. In case it shall be found to be impracticable to prevent passengers from riding on the trains of the second party between local points on the said joint section, between which the party of the second part is prohibited from doing business, as above described, the party of the second part shall collect tolls for the transportation of such passengers, in accordance with the current tariff of the party of the first part, and shall pay over to the party of the first part seventy five per cent of the revenue received therefrom.

SEVENTEENTH.—An accurate account shall be kept, and rendered monthly of all such business done by the party of the second part between local points of the said joint section, and all amounts to be paid to the party of the first part, by the party of the second part, on account thereof, shall be promptly paid by the said second party to the said first party, at their office in Montreal, on or before the twentieth day of the ensuing month.

EIGHTEENTH.—An accurate account shall be kept by the party of the first part, and rendered monthly to the party of the second part and as much in detail as it is reasonable and fair, of all expenses of maintaining and renewing the property as is stipulated in this contract, used by the parties hereto in common, also the expenses of agents, operators, flagmen, watchmen, and similar employees, engaged in the operation of the said joint section, and the proportions thereof due by the party of the second part shall be promptly paid to the party of the first part by the party of the second part, at such times, and in the manner hereinafter set forth.

It is understood that there shall also be included in the expenses contemplated in this section, all municipal and other taxes payable by the party of the first part, in respect of the said joint section, a fair proportion of the salary paid to the superintendents, and Chief Engineer of the Grand Trunk Company, and to its train despatchers on the said joint section and the payments of the proportions thereof due by the party of the second part, are also to be made monthly, on or before the twentieth day of every month, for the expenses of the preceding month; it being the intention of the parties hereto that the party of the second part should, except as provided for in clause fifteenth, pay towards the expenses in any way connected with the use, repairs and renewal of the tracks and other railroad property covered by this agreement, the proportion hereinafter mentioned in clause twentieth, provided always that the value of all old rails, iron, and other materials renewed, or replaced, as provided for in clause fourteenth, shall be credited to the expenses of maintenance, thereby reducing, to that extent, the amount of expenses to which the party of the second part is to contribute, and the party of the second part shall only be liable to contribute to the balance of such expenses in the said proportion.

NINETEENTH.—The party of the second part hereby accepts the demise and grant for the period of the time hereinbefore named of the above described property and rights, and agrees

to pay therefor, to the Grand Trunk Railway Company, at its office in Montreal, the following sums: For the use of the buildings, tracks and appurtenances from Hamilton Junction to Toronto, and for the said rights an annual sum, or rental, of forty thousand dollars, and a proportional sum for any fraction of a year; such rental to begin to accrue on the day on which the party of the second part begins to run its trains over the said joint section.

TWENTIETH.—The payment of the said sum of forty thousand dollars is to be made in equal sums monthly, that is to say, three thousand, three hundred and thirty-three dollars and thirty-three cents (\$3,333.33) per month on the first week day of every month in each year, or a proportionate sum for any fractional part of a month, the first payment to be made on the first week day of the month next following the day on which the party of the second part begins to run its trains over the said joint section. And the party of the second part shall also pay monthly such proportion of all expenses incurred in the previous month, and of the cost of maintenance of the tracks, bridges, buildings, fences and other fixtures appertaining or connected with the operation of the said joint section, as the number of cars of all classes, both loaded and empty, transported over the said joint section or any portion thereof by the said second party shall bear to the whole number of cars transported over the said joint section or any portion thereof, such payment to be made on or before the twentieth day of the succeeding month or within ten days after an account showing the amount due for the month has been rendered by the party of the first part to the party of the second part.

TWENTY-FIRST.—The said party of the second part shall also pay to the party of the first part for services performed by and supplies furnished to operators, bridge watchmen, flagmen, station agents and employees during the next preceding month as follows: Agent, operator and station supplies at the Hamilton Junction, one-half; other agents, watchmen, flagmen and employees engaged in the operation of the said joint section, the same proportion as may be charged under clause twentieth in the general accounts rendered monthly for maintenance as above provided; such payment to be made on or before the twentieth day of the succeeding month or within ten days after an account showing the amount due for the month has been rendered by the party of the first part to the party of the second part.

TWENTY-SECOND.—From time to time and at all times during the continuance of this agreement the party of the first part will allow proper inspection by the party of the second part of all books, accounts, returns, and vouchers, for the purpose of checking or verifying any account or accounts rendered by the party of the first part to the party of the second part in pursuance of this agreement, and the party of the second part shall have the right from time to time to employ an auditor to investigate the accuracy of any such account or accounts, and the party of the first part shall from time to time afford all proper facilities for such investigation; and neither the acceptance of any such account or accounts nor the payment thereof by the party of the second part shall prejudice its

right to an audit or verification ; and if upon any such audit or verification or at any time it shall be found that the party of the second part has paid to the party of the first part any sum or sums of money which it was not liable to pay under the provisions of this agreement it shall be entitled to demand and collect the same from the party of the first part and the party of the first part will refund the same.

TWENTY-THIRD.—The expenses of the maintenance of the track and property, also of all renewals shall be paid for by the party of the first part, and all work incident thereto shall be done by its own men, and under the direction of the officers of the said party of the first part which said officers shall have care of the property used in common, and decide as to the character of the work to be done, direct, superintend, and supervise the conduct of the work, and expenditures incident thereto, and have full charge of all matters pertaining to the physical condition of the property.

TWENTY-FOURTH.—It is hereby further expressly agreed and understood, in reference to the payment to be made by the said party of the second part of rental or interest on any betterment or improvement, or cost of maintenance or operation of the said joint section, that time is of the essence of this contract, and in case the party of the second part shall fail to make the payments herein stipulated to be made when and where they shall become due and payable and for thirty days after a demand in writing of the same shall have been made by the party of the first part to the party of the second part, then and in that case this lease and contract at the option of the party of the first part shall cease and be null and void, and the said party of the first part may at once and without notice, exclude and remove the trains, engines, and other property of the party of the second part from the said demised premises or from any part thereof ; Provided, however, that this clause shall not be construed as preventing the party of the second part from reclaiming and recovering from the party of the first part any amount that may have been paid which the party of the second part may claim to be in excess of the amount properly payable under the terms of the agreement and which may be awarded as due to the party of the second part in any arbitration held as hereinafter provided.

TWENTY-FIFTH.—If so requested by the party of the second part the said party of the first part shall furnish daily to the engines of the said party of the second part such amount of coal as may be necessary in the transportation of the trains of the said second party over the road of the said first party, and the said second party shall pay promptly monthly to the said first party on or before the twentieth day of the next ensuing month, at the place heretofore mentioned, such correct bills for fuel as the said first party may render, provided, however, that in making of said bills fuel shall be charged to the party of the second part at a fair reasonable price, which price shall be the original cost of the coal, on track at point of delivery to the party of the first part and the cost of transportation over the line of the party of the first part at the rate of one-half cent per ton per mile and the cost of handling.

TWENTY-SIXTH.—The said party of the first part hereby agrees that when necessary, its men employed for such purpose shall

oil, repair, and put in order such cars of the party of the second part as may be disabled while running over the said joint section, and it is mutually agreed between the parties hereto that such expenses as may be incurred by the said first party for such labour and material furnished in such oiling and repairs shall be settled and paid for by the second party according to such general rules and customs as shall prevail at the time among the railroads of the United States, as far as regards prices only, it being understood that the rules and customs appertaining to cars exchanged between railroads generally do not apply to the vehicles running over the said joint section under this agreement.

**TWENTY-SEVENTH.**—If it should be found in practice that any right or interest of either party has not been fully protected or provided for by this agreement in accordance with its object and intent, then both parties shall negotiate with fairness and candour a new and other clause to obviate the injustice or difficulty.

**TWENTY-EIGHTH.**—Any difference that may arise under this contract either as to its construction or as to any violation of duty under it by either party, or as to any matter or thing not herein provided for, may, if it cannot be amicably adjusted by the parties hereto, be by either party submitted to arbitration in the following manner: each of the parties hereto shall appoint an arbitrator or referee a disinterested person skilled in railroad matters, and in case of either party failing to appoint such a referee within ten days after written notice of the intention to refer, then the party not in default may select both referees and the two so appointed or selected shall select a third and their award or the award of a majority of them shall, after due notice to all parties of the time and place of hearing the matter referred and hearing the party or parties that may attend, be final and binding on both parties to this contract and they expressly agree to abide thereby, and in case the two referees first appointed fail to appoint a third within ten days after they have both been appointed then a third referee may be appointed by a judge of the High Court of Justice for Ontario on application of either party after eight days' notice to the other party.

**TWENTY-NINTH.**—It is further agreed by and between the parties that if any disagreement shall arise as to the speed or time of trains the matter shall be submitted to arbitrators in the manner provided for above, and the time schedules in effect at the time such disagreement shall arise shall remain in full force until the decision of the arbitrators, and such decision shall be binding on both parties to this contract.

**THIRTIETH.**—Pending the settlement of the matter submitted for arbitration each party shall continue to carry on its business in the regular manner, and the standing and conduct of either party toward the other shall in no way be affected by the matter in controversy.

**THIRTY-FIRST.**—Either of the parties hereto will from time to time and whenever requested by the other of them so to do, join in any application that either of them may consider necessary or expedient to make to the Parliament of Canada, the Governor General in Council, or the Railway Committee of the Privy Council of Canada for any enactment, declaration,

confirmation, authority, approval, or sanction, for the purpose of validating this agreement or any of the provisions thereof or of giving effect thereto.

In witness whereof the parties have hereunto caused their corporate seals to be affixed and the hands of their respective officials below named.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

[L.S.] Per CHAS. M. HAYS,  
*General Manager.*

THE CANADIAN PACIFIC RAILWAY COMPANY.

[L.S.] Per W. C. VAN HORNE,  
*President.*

C. DRINKWATER,  
*Secretary.*

No. 10.

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act to confirm an agreement made between the Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company.

Received and read a first time, Friday, 4th  
September, 1896.  
Second reading, Tuesday, 8th September,  
1896.

(PRIVATE BILL.)

MR. GIBSON.

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



An Act to revive and amend the Acts respecting the  
St Clair and Erie Ship Canal Company.

**W**HEREAS the St. Clair and Erie Ship Canal Company Preamble.  
have, by their petition, prayed that the Acts respecting  
the Company be revived and amended as hereinafter set forth,  
and it is expedient to grant the prayer of the said petition :  
5 Therefore Her Majesty by and with the advice and consent of  
the Senate and House of Commons of Canada, enacts as fol-  
lows :—

**1.** Subject to the provisions of this Act, the Act to incor- 1894, c. 194.  
porate the St. Clair and Erie Ship Canal Company, being  
10 chapter one hundred and four of the statutes of 1894, and the  
Act to amend the Act to incorporate the St. Clair and Erie 1895, c. 75.  
Ship Canal Company, being chapter seventy-five of the  
statutes of 1895, are hereby revived and declared to be in  
force, and the time limited for the commencement of the  
15 construction of the canal thereby authorised is hereby extend- Time extend-  
ed.  
ed for two years, and the time for the completion of the said  
canal is hereby extended for five years, from the passing of  
this Act.

**2.** Section three of the said Act of 1894 is hereby repealed, 1894, c. 194,  
20 and the following substituted therefor :— s. 3 repealed.

**3.** William C. Baxter, of the city of Minneapolis, in the Incorpora-  
State of Minnesota; D. Farrand Henry, of the city of tion.  
Detroit, in the State of Michigan; Hervey A. Olney, of  
Saltash, Cornwall, England; Reginald Boulton, of the city of  
25 Toronto; David Tisdale, of the town of Simcoe, in the pro-  
vince of Ontario, and C. A. Youmans, of the town of Neills-  
ville, in the State of Wisconsin, together with such persons  
as become shareholders in the Company hereby incorporated,  
are hereby constituted a body corporate, under the name of  
30 "The St. Clair and Erie Ship Canal Company" hereinafter Corporate  
called 'the Company.' name.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to revive and amend the Acts  
respecting the St. Clair and Erie  
Ship Canal Company.

---

Received and read a first time, Tuesday, 8th  
September, 1896.  
Second reading, Wednesday, 9th September,  
1896.

---

(PRIVATE BILL.)

MR. TISDALE.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

## An Act respecting the Hamilton Powder Company.

**W**HEREAS the Hamilton Powder Company has petitioned Preamble.  
for certain amendments as hereinafter set forth to its  
Act of incorporation, and it is expedient to grant the prayer  
of the said petition: Therefore Her Majesty, by and with the  
5 advice and consent of the Senate and the House of Commons  
of Canada, enacts as follows:—

**1.** Notwithstanding the provisions of section two of its Act Section 2  
amended.  
of incorporation, being chapter seventy-three of the statutes 1862, c. 73.  
10 of 1862 of the late province of Canada, the Hamilton Powder Capital  
increased.  
Company may increase its capital stock to three hundred  
thousand dollars, by the issue of four hundred new shares of  
the value of five hundred dollars each. The said shares shall  
be issued on such terms and conditions as are determined by a  
majority of the shareholders present, either in person or by  
15 proxy, at a meeting especially called for that purpose.

**2.** The number of directors of the Company as provided by Section 5  
amended.  
section five of the said Act, is hereby increased to five.

**3.** The Company may, upon a resolution of the majority of Place of  
business.  
20 its shareholders present, either in person or by proxy, at a meet-  
ing especially called for that purpose, change the chief place  
of business of the Company to the city of Montreal, but such  
change shall not take effect until a copy of the resolution duly  
certified under the seal of the Company has been deposited  
with the Secretary of State, and has also been published in  
25 the *Canada Gazette*. So soon as the said chief place of busi-  
ness is established at the city of Montreal, the word "Mon-  
treal" shall be substituted for the word "Hamilton" wherever Sections 5, 8,  
15.  
it appears in sections five, eight and fifteen of the said Act.

**4.** Section twelve of the said Act is hereby amended by Section 12  
amended.  
30 substituting in place of the words "not exceeding in all at  
any time an amount equal to one-half of the paid up capital of  
the Company," the words, "not exceeding in all at any time  
the sum of two hundred thousand dollars."

No. 13.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act respecting the Hamilton Powder  
Company.

---

Received and read a first time, Tuesday, 8th  
September, 1896.  
Second reading, Wednesday, 9th September,  
1896.

---

(PRIVATE BILL.)

Mr. GEOFFRION.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

## An Act to incorporate the Mather Bridge and Power Company.

**W**HEREAS a petition has been presented praying for the incorporation of a company to construct and operate a bridge for railway and other purposes across the Niagara River as hereinafter set forth, and it is expedient to grant the prayer of the said petition : Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

Preamble.

1. The Honourable Richard Harcourt of the town of Welland in the county of Welland, Thomas Dalziel Cowper of the same place, Alonzo C. Mather of the city of Chicago in the state of Illinois, one of the United States, Samuel Lount of the town of Barrie in the county of Simcoe, John Fleet of the city of Toronto in the county of York, and George Hope Bertram of the same place, together with such persons as become shareholders in the company hereby incorporated are hereby constituted a body corporate under the name of "The Mather Bridge and Power Company" hereinafter called "the Company."

Incorporation.

Corporate name.

2. *The Railway Act* and the Acts amending it, in so far as applicable, shall apply to the Company and its undertaking.

1888, c. 29.

3. The Company may lay out, construct, complete and maintain, work, manage and use a bridge across the Niagara River for railway and other purposes, and for the passage of pedestrians and vehicles, cars or carriages propelled or drawn by electrical or any other power with all necessary approaches from some convenient point in Canada in or near the village of Fort Erie, in the county of Welland, to a point in the city of Buffalo, in the state of New York, one of the United States, so as not to interfere with navigation ; and may connect the said bridge with any railway or street railways in the said state, and may also, for the purposes of developing and controlling the power of the Niagara River utilize the same ; and may also construct, maintain and operate a railway track or tracks upon the bridge aforesaid for the passage of engines, cars and street cars operated by any power, and may construct a railway track or tracks not exceeding six miles in length of standard gauge as approaches to said bridge, and may work trains, cars and street cars upon said approaches and across said bridge by any motive power, and connect the same with other railways but the Company shall not commence the actual

Power to build a bridge.

Utilize river power.

Construct railway tracks.

Proviso.

- construction of the said bridge nor exercise any of the powers hereunder (save as hereinafter set forth) until an Act of the Congress of the United States or an Act of the Legislature of the said state of New York has been passed authorizing or approving the bridging of the said river, but the Company may in the meantime acquire the lands, submit their plans to the Governor in Council, and do all other things authorized by this Act. 5
- May acquire lands.
- Tolls. 4. The rate of tolls to be charged for the passage of foot passengers, street cars, carriages and other vehicles shall, before being imposed, first be submitted to, and approved of, and may be from time to time amended or modified by the Governor in Council, but the Company may at any time reduce the same, and a notice showing the tolls to be charged shall at all times be posted up in a conspicuous place on the said bridge. 10
- Approval by Governor in Council.
- Notice of tolls.
- Head office. 5. The head office of the Company shall be at the village of Fort Erie in the county of Welland. 15
6. The Company may, after obtaining the sanction of the Governor in Council in the manner provided in *The Railway Act*, and subject to the provisions contained in this Act:— 20
- Company may unite with other companies.
- Enter into agreements.
- (a.) Unite with any other company incorporated in and under the laws of the said state of New York or of the United States, in building said bridge and approaches, and in working, maintaining and using the same, and may enter into any agreement with such company respecting the construction, maintenance, management and use of said bridge and its approaches and appurtenances. 25
- (b.) Unite with any other company incorporated under the laws of Canada or the province of Ontario, or with any body corporate, in building said bridge and approaches, and in maintaining, working, managing and using the same and may enter into any agreement with such company or corporation respecting the construction, maintenance, management and use thereof. 30
- Equal rights of passage to all railway trains. 7. So soon as the bridge is completed and ready for traffic all trains of all railways and all street railways connecting with the same either in Canada or the United States, 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 and approaches 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 said bridge and approaches, or in tariff rates for transportation, shall be made in favour of or against any railway whose business or trains pass over said bridge. 35 40 45
- Disagreements with railway companies. 8. In case of any disagreement as to the rights of any railway company whose business or trains pass over the said bridge, or as to the tariff rates to be charged in respect thereof, the same shall be determined by the Railway Committee of the Privy Council as provided in *The Railway Act*. 50

9. The said the Honourable Richard Harcourt, Thomas Dalziel Cowper, Alonzo C. Mather and Samuel Lount are hereby constituted provisional directors of the Company.

Provisional directors.

10. The capital stock of the Company shall be two millions of dollars, 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 stock and calls thereon.

11. The annual meeting of the shareholders shall be held on the first Monday in January in each year.

Annual meeting.

10 12. At such meeting the subscribers for the capital stock assembled who have paid all calls due on their shares shall choose four persons to be directors of the Company, one or more of whom may be paid directors.

Number of directors.

15 13. The Company may also, either alone or in conjunction with any other person, company or corporation, construct and maintain a span or spans (which may, as herein provided, be continued to make a bridge over the said river) to the International boundary line in the said river at a point at or near the village of Fort Erie aforesaid, in such manner as not to materially interfere with navigation, for the purpose of developing, controlling and utilizing the power of the Niagara River, and may lay and maintain along, upon or under the said bridge, and the span or spans, wires, cables and all other machinery and appliances for the generation and transmission of electricity and other motive power and may enter into contracts with any persons or company for the use of the same.

May construct spans to international boundary.

Utilize river power.

Generate electricity and other power.

14. The Company shall not commence the said bridge or the span or spans, or any work thereunto appertaining, until it has submitted to the Governor in Council plans of such bridge and of all intended work thereunto appertaining, nor until the plans and site of such bridge, and of such span or spans have been approved by the Governor in Council, and such conditions as he thinks fit for the public good to impose touching the said bridge, spans and works have been complied with, nor shall any such plans be altered or any deviation therefrom allowed except with the permission of the Governor in Council, and upon such conditions as he imposes: provided always that from sunset to sunrise during the season of navigation suitable lights shall be maintained upon the said bridge to guide vessels approaching the same.

Plans to be submitted to Governor in Council.

Light to be kept on bridge.

15. The Company may issue bonds, debentures or other securities to an amount not exceeding two million dollars in aid of the constructions herein mentioned, and such bonds shall be secured by deed of mortgage, and such mortgage may contain provisions that all tolls and revenues derived from the use of such bridge by other corporations or persons shall be specially charged and pledged as security for such bonds, and may also provide that the Company shall pay to the trustees of such mortgage similar rates and tolls to those fixed for the use of the bridge by similar corporations—which rates and tolls shall also be charged as security for such bonds.

Bonding powers.

Time for commencement and completion limited.

**16.** The span or spans herein mentioned shall be begun within five years from the passing of this Act and completed within a further period of two years thereafter, and the other work hereby authorized shall be commenced within two years after the Executive of the United States has consented to and approved such bridging, and be completed within five years thereafter, otherwise the powers granted under this Act shall cease and be null and void as respects so much of the undertaking as then remains incomplete. 5

Joint commission with United States.

**17.** In case the state of New York or the United States at any time provide for the appointment of a commission for regulating the working of the 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 appointment to the said commission on such terms as he thinks proper, and appoint one or more persons as members thereof, and the decisions of the said commission shall first be submitted to the Governor in Council, and if approved, shall thereafter be final and conclusive to the extent to which the same are final and conclusive by virtue of the provisions made by the state of New York or the United States. 10 15 20

No. 14

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act to incorporate the Mather Bridge and Power Company.

Received and read a first time, Tuesday, 8th September, 1896.  
Second reading, Wednesday, 9th September, 1896.

(PRIVATE BILL)

Mr. LOUNGE.

OTTAWA

Printed by S. E. DAWSON

Printer to the Queen's most Excellent Majesty  
1896



An Act to incorporate the Mather Bridge and Power Company.

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

WHEREAS a petition has been presented praying for the incorporation of a company to construct and operate a bridge for railway and other purposes across the Niagara River as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. The Honourable Richard Harcourt of the town of Welland in the county of Welland, Thomas Dalziel Cowper of the same place, Alonzo C. Mather of the city of Chicago in the state of Illinois, one of the United States, Samuel Lount of the town of Barrie in the county of Simcoe, John Flett of the city of Toronto in the county of York, and George Hope Bertram of the same place, together with such persons as become shareholders in the company hereby incorporated are hereby constituted a body corporate under the name of "The Mather Bridge and Power Company" hereinafter called the Company.

Incorporation.

Corporate name.

2. *The Railway Act* and the Acts amending it, in so far as applicable, shall apply to the Company and its undertaking.

1888, c. 29.

3. The Company may lay out, construct, complete and maintain, work, manage and use a bridge across the Niagara River for railway and other purposes, and for the passage of pedestrians and vehicles, cars or carriages propelled or drawn by electrical or any other power with all necessary approaches from some convenient point in Canada in or near the village of Fort Erie, in the county of Welland, to a point in the city of Buffalo, in the state of New York, one of the United States, so as not to interfere with navigation; and may connect the said bridge with any railway or street railways in the said state, and may also, for the purposes of developing and controlling the power of the Niagara River utilize the same as hereinafter provided; and may also construct, maintain and operate a railway track or tracks upon the bridge aforesaid for the passage of engines, cars and street cars operated by any power, and may construct a railway track or tracks not exceeding six miles in length of standard gauge as approaches to said bridge, and may work trains, cars and

Power to build a bridge.

Utilize river power.

Construct railway tracks.

- Proviso. street cars upon said approaches and across said bridge by any motive power, and connect the same with other railways but the Company shall not commence the actual construction of the said bridge nor exercise any of the powers hereunder (save as hereinafter set forth) until an Act of the Congress of the United States or an Act of the Legislature of the said state of New York has been passed authorizing or approving the bridging of the said river, but the Company may in the meantime acquire the lands, submit their plans to the Governor in Council, and do all other things authorized by this Act. 5
- May acquire lands.
- Tolls. **4.** The rate of tolls to be charged for the passage of foot passengers, street cars, carriages and other vehicles shall, before being imposed, first be submitted to, and approved of, and may be from time to time amended or modified by the Governor in Council, but the Company may at any time reduce the same, and a notice showing the tolls to be charged shall at all times be posted up in a conspicuous place on the said bridge. 15
- Approval by Governor in Council.
- Notice of tolls.
- Head office. **5.** The head office of the Company shall be at the village of Fort Erie in the county of Welland. 20
- 6.** The Company may, with the approval of two-thirds of the votes of the shareholders at a special general meeting duly called for the purpose of considering the same,—at which meeting shareholders representing at least two-thirds in value of the stock are present in person or represented by proxy, and after obtaining the sanction of the Governor in Council in the manner provided in section two hundred and thirty-nine of *The Railway Act*, and subject to the provisions contained in this Act: 25
- Company may unite with other companies.
- Enter into agreements.
- (a.) Unite with any other company incorporated in and under the laws of the said state of New York or of the United States, in building said bridge and approaches, and in working, maintaining and using the same, and may enter into any agreement with such company respecting the construction, maintenance, management and use of said bridge and its approaches and appurtenances. 35
- (b.) Unite with any other company incorporated under the laws of Canada or the province of Ontario, or with any body corporate, in building said bridge and approaches, and in maintaining, working, managing and using the same and may enter into any agreement with such company or corporation respecting the construction, maintenance, management and use thereof. 40
- Equal rights of passage to all railway trains. **7.** So soon as the bridge is completed and ready for traffic all trains of all railways and all street railways connecting with the same either in Canada or the United States, 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 and approaches 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 said bridge and approaches, or in tariff rates for transportation, 50

shall be made in favour of or against any railway whose business or trains pass over said bridge.

8. In case of any disagreement as to the rights of any railway company whose business or trains pass over the said bridge, or as to the tariff rates to be charged in respect thereof, the same shall be determined by the Railway Committee of the Privy Council as provided in *The Railway Act*.

Disagreements with railway companies.

9. The said the Honourable Richard Harcourt, Thomas Dalziel Cowper, Alonzo C. Mather, Thomas Flett and Samuel Lount are hereby constituted provisional directors of the Company.

Provisional directors.

10. The capital stock of the Company shall be two millions of dollars, 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 stock and calls thereon.

11. The annual meeting of the shareholders shall be held on the first Monday in September in each year.

Annual meeting.

12. At such meeting the subscribers for the capital stock assembled who have paid all calls due on their shares shall choose five persons to be directors of the Company, one or more of whom may be paid directors.

Number of directors.

13. The Company may construct and maintain a span or spans (which may, as herein provided, be continued to make a bridge over the said river) to the International boundary line in the said river at a point at or near the village of Fort Erie aforesaid, in such manner as not to interfere with navigation, and, for the purpose of developing, controlling and utilizing the power of the Niagara River, may construct, erect and maintain under such of the said span or spans as the Governor in Council approves of as hereinafter provided a water wheel or wheels not more than two hundred feet in length and forty feet in diameter to be worked and operated by the waters of the said river, and may lay and maintain along, upon or under the said bridge, and the span or spans, wires, cables and all other machinery and appliances for the generation and transmission of electricity and other motive power and may enter into contracts with any persons or company for the use of the same.

May construct spans to international boundary.

Utilize river power.

Generate electricity and other power.

14. The Company shall not commence the said bridge or the span or spans, or any work thereunto appertaining, until it has first satisfied the Governor in Council that the bridge or span or spans or any work thereunto appertaining will not unduly interfere with navigation, nor until it has submitted to the Governor in Council plans of such bridge and spans and of all intended work thereunto appertaining, nor until the plans and site of such bridge, and of such span or spans have been approved by the Governor in Council, and such conditions as he thinks fit for the public good to impose touching the said bridge, spans and works have been complied with, and such conditions shall also set forth the means by which, and the extent to which, the waters of the said river may be utilized

Plans to be submitted to Governor in Council.

Lights to be kept on bridge.

for power purposes, nor shall any such plans be altered or any deviation therefrom allowed except with the permission of the Governor in Council, and upon such conditions as he imposes: provided always that from sunset to sunrise during the season of navigation suitable lights shall be maintained upon the said bridge and spans to guide vessels approaching the same. 5

Conditions may be imposed by Governor in Council.

15. The privileges hereby conferred and the lawful use and enjoyment thereof shall always be subject to such conditions as the Governor in Council may from time to time impose, including among others the payment of an annual rental or percentage of gross receipts for such privileges. 10

Bonding powers.

16. The Company may issue bonds, debentures or other securities to an amount not exceeding two million dollars in aid of the constructions herein mentioned, and such bonds shall be secured by deed of mortgage, and such mortgage may contain provisions that all tolls and revenues derived from the use of such bridge by other corporations or persons shall be specially charged and pledged as security for such bonds, and may also provide that the Company shall pay to the trustees of such mortgage similar rates and tolls to those fixed for the use of the bridge by similar corporations—which rates and tolls shall also be charged as security for such bonds. 15 20

Time for commencement and completion limited.

17. The work hereby authorized shall be commenced within two years after the Executive of the United States has consented to and approved such bridging, and be completed within five years thereafter, otherwise the powers granted under this Act shall cease and be null and void as respects so much of the undertaking as then remains uncompleted; provided however that if such consent is not obtained within five years after the passing of this Act then the powers granted for the construction of the works herein authorized shall cease and be null and void. 25 30

Time for obtaining consent limited.

Joint commission with United States.

18. In case the state of New York or the United States at any time provide for the appointment of a commission for regulating the working of the 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 appointment to the said commission on such terms as he thinks proper, and appoint one or more persons as members thereof, and the decisions of the said commission shall first be submitted to the Governor in Council, and if approved, shall thereafter be final and conclusive to the extent to which the same are final and conclusive by virtue of the provisions made by the state of New York or the United States. 35 40 45

BILL.

An Act to incorporate the Mather Bridge and Power Company.

(Reprinted as amended and reported by Railway Committee.)

(PRIVATE BILL.)

Mr. LOUNGE

OTTAWA

Printed by S. E. DAWSON

Printer to the Queen's most Excellent Majesty 1896

An Act amalgamating The Ottawa, Arnprior and Parry Sound Railway Company and the Parry Sound Colonization Railway Company under the name of The Ottawa, Arnprior and Parry Sound Railway Company.

**W**HEREAS The Ottawa and Parry Sound Railway Company was duly incorporated by an Act of the Parliament of Canada, being chapter sixty-five of the statutes of 1888; and whereas The Ottawa, Arnprior and Renfrew Railway Company was duly incorporated by an Act of the Legislature of the Province of Ontario, being chapter seventy-one of the statutes of 1888, which Act was amended by chapter ninety-one of the statutes of 1891; and whereas the said two Companies were duly amalgamated and incorporated under the name of The Ottawa, Arnprior and Parry Sound Railway Company, by an Act of the Parliament of Canada being chapter ninety-three of the statutes of 1891; and whereas the said last mentioned Act was amended by an Act of the Parliament of Canada, being chapter fifty-seven of the statutes of 1895; and whereas the Parry Sound Colonization Railway Company was duly incorporated by an Act of the Legislature of the Province of Ontario being chapter seventy-eight of the statutes of 1885 subsequently amended in divers particulars by the following Acts of the Legislature of the Province of Ontario and being chapter seventy-three of the statutes of 1888, chapter one hundred and twenty-three of the statutes of 1890, chapter ninety-two of the statutes of 1891, and chapter ninety-five of the statutes of 1893; and whereas the said two companies, pursuant to the powers severally conferred upon them by the said Acts, have become amalgamated into one corporation under the name of The Ottawa, Arnprior and Parry Sound Railway Company under a deed of amalgamation (of which a copy with the four schedules annexed thereto is appended hereto) which said deed has been duly confirmed by the respective shareholders of the said two amalgamated companies, as provided by the said respective Acts of the said Parliament and Legislature relating thereto; and whereas The Ottawa, Arnprior and Parry Sound Railway Company by its petition has represented that it is desirable that the said deed of amalgamation should be confirmed by the Parliament of Canada, and has prayed that an Act be passed for that and other purposes, and it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada enacts as follows:—

1. The said deed of amalgamation (a copy of which with the said four schedules annexed thereto is appended hereto) is

Preamble.

1888, c. 65.

Ont. 1888,

c. 71.

Ont. 1891,

c. 91.

1891, c. 93.

1895, c. 57.

Ont. 1885,

c. 78.

Ont. 1888,

c. 73.

Ont. 1890,

c. 123.

Ont. 1891,

c. 92.

Ont. 1893,

c. 95.

Amalgama-  
tion confirmed

hereby approved, ratified and confirmed and shall be taken and read as a part of this Act, and the said amalgamation thereby effected is hereby declared to be valid and operative as and from the date of the said deed.

Railway laws of Canada to govern. **2.** Nothing in this Act or in the said deed of amalgamation or the schedules thereto shall be held to release either of the said companies from any of its duties or liabilities under the railway laws of Canada. 5

Declaratory. **3.** All the lines of railway and branch railways authorized to be laid out, constructed and operated by the said Acts of the said Parliament and Legislature respectively, are hereby declared to be works for the general advantage of Canada. 10

Corporate name of amalgamated company. Combined powers. **4.** From the date of the said deed the said amalgamated railway company and the shareholders thereof shall be deemed to have become and are hereby declared to have been and to be a body corporate and politic under the name of The Ottawa, Arnprior and Parry Sound Railway Company, hereinafter called "the Company," and from the date of the said deed shall be vested with and have, possess, be entitled to and capable of having and exercising each and all of the rights franchises, powers, privileges, property, assets and credits of the said amalgamated companies and each of them mentioned and referred to in the Acts recited in the preamble to this Act or in the said deed. 15 20

Further amalgamation. Sale or lease. **5.** The Company shall have full power to amalgamate, or to enter into or conclude any agreement for selling, conveying or leasing the railway of the Company and all property rights and franchises to it belonging or any part thereof, or for the working of the railway of the Company or of any part thereof, with any railway company or companies now or hereafter to be incorporated within or without the Dominion of Canada, by deed executed by the said companies so amalgamating or agreeing for any of the purposes aforesaid, in such manner, on such terms and conditions and under such name as may be agreed upon between them, and in case of amalgamation such new amalgamated company shall, after the execution of such deed of amalgamation have all the rights, powers and privileges of either or any of the said companies so amalgamating, and shall be vested with all the franchises, assets and properties and be subject to all the obligations and liabilities of the said companies so amalgamating; provided that no amalgamation or sale authorized by this section shall take effect until it shall have been submitted to and received the approval of two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the Company called for the purpose of considering the same. 25 30 35 40 45

Head office. **6.** The head office of the Company shall be in the city of Ottawa.

Capital stock and calls. **7.** The capital stock of the Company shall be four million two hundred thousand dollars 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. 50

8. The annual general meeting of the shareholders shall be held on the last Tuesday in September in each year. Annual meeting.
9. The Company shall be liable for all the debts, duties and obligations of The Ottawa, Arnprior and Parry Sound Railway Company and of the Parry Sound Colonization Railway Company so amalgamated which may by law be established, and no proceedings of any nature either by or against the said Companies so amalgamated or either of them shall be abated or discontinued by reason of the said amalgamation, or of this Act, but any such proceedings may be continued to their natural and ordinary termination as if the said amalgamation had not been effected, and if any judgment is rendered or order made therein, such judgment or order shall be binding upon and executory against the amalgamated Company or shall inure to the benefit thereof, and may be enforced thereby as the case may be. New company liable for debts of amalgamated companies.
10. The Company may issue bonds, debentures or other securities to the extent of twenty-five thousand dollars per mile of the railway and branches of the Company, and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or contracted to be constructed. Amount of bonds etc., limited.
11. The directors of the Company may from time to time enter into an agreement with any Company or person for the leasing hiring or using of any locomotives, carriages, rolling stock and other movable property from such Company, person for such time and on such terms as may be agreed upon. Lease of rolling stock.
12. The provisions of *The Railway Act* of Canada and of each of the several Acts recited in the preamble to this Act shall (except in so far as the same are varied by this Act), apply to the Company and its undertaking. What Acts shall apply.
13. The Company may construct, equip, work and maintain telegraph lines and telephone lines along the whole length of their railway and its branches, if any, and may establish offices for and transmit messages for the public and collect charges therefor; and for the purposes of erecting and working such telegraph and telephone lines, the Company may enter into a contract with any other company. Power to construct telegraph and telephone lines.
14. The Company may construct, erect, purchase, lease, let, equip, work and maintain any other line or lines of telegraph and telephone to connect the line or lines constructed or to be constructed along the line of their railway with any other line or lines of telegraph and telephone in Canada, either by land or by water, and upon, along, across, over or under any public roads, highways, streets, bridges, water-courses or other such places, and any navigable or non-navigable waters, and may as hereinbefore empowered undertake the transmission of messages for the public by all or any such line or lines or any portion thereof: provided that such line or lines shall be so constructed and maintained as not to interfere with the public use of such Construct and acquire connecting lines.

roads or highways, or injuriously interrupt the navigation or use of such waters and water-courses: and provided always that nothing herein contained shall confer on the Company the right of building a bridge over any navigable water.

Company may enter upon public roads,	<b>15.</b> With the consent of the municipal council having jurisdiction over the roads and streets of any city, town or municipality, the Company may by their servants, agents or workmen enter upon any public road, highway, street, bridge, water-course, navigable or non-navigable water or other such places in any city, incorporated town, village, county, municipality, or other place, for the purpose of constructing, erecting, equipping, working and maintaining their line or lines of telegraph and telephone upon, along, across, over or under the same, and may erect, equip and maintain such and so many poles or other works and devices as the Company deem necessary for making, completing and supporting, using, working and maintaining the system of communication by telegraph and telephone, and may stretch wires and other telegraphic and telephonic contrivances thereon and as often as the Company their agents, officers or workmen think proper, may break up and open any part whatsoever of the said public roads, highways, streets, bridges, water-courses, navigable and non-navigable waters and other like places, subject, however, to the following provisions, that is to say:—	5
Erect poles,		10
Stretch wires,		15
Break up roads.		20
Travel not to be obstructed.	(a.) The Company shall not interfere with the public right of travelling on or using such public roads, highways, streets, bridges or water-courses and other like places, and shall not do any unnecessary damage nor in any way obstruct the entrance to any door or gateway or free access to any building erected in the vicinity.	25
Height of wires.	(b.) The Company shall not affix any wire less than twenty two feet above the surface of the street or road, nor erect more than one line of poles along any street or road without the consent of the municipal council having jurisdiction over the roads or streets of the municipality.	30
Kind of poles.	(c.) In all municipalities the poles shall be as nearly as possible straight and perpendicular and shall in cities be painted, if so required by any by-law of the council.	35
Cutting poles or wires in case of fire.	(d.) Whenever in case of fire it becomes necessary for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred.	40
Liability for damage.	(e.) The Company shall be responsible for all damage which their agents, servants or workmen cause to individuals or property in carrying out or maintaining any of their said works.	45
Trees.	(f.) The Company shall not cut down or mutilate any shade, fruit or ornamental tree.	50
Approval of municipality.	(g.) In all municipalities the opening up of streets for the erection of poles or for carrying the wires underground, shall be subject to the direction and approval of the engineer or such official as the council appoints, and shall be done in such manner as the council directs; the council may also direct and designate the places where the poles are to be erected in	55
Location of poles.		



such municipality, and the surface of the street shall in all cases be restored as far as possible to its former condition by and at the expense of the Company.

5 (h.) No Act of Parliament requiring the Company, in case efficient means are devised for carrying telegraph or telephone wires underground to adopt such means, and abrogating the right given by this section to continue carrying lines on poles through cities, towns or incorporated villages, shall be deemed an infringement of the privileges granted by this Act, and the  
10 Company shall not be entitled to damages therefor.

Company may be required to carry wires under ground.

(i.) No person shall labour upon the work of erecting or repairing any line or instrument of the Company without having conspicuously attached to his dress a medal or badge on which shall be legibly inscribed the name of the Company  
15 and a number by which he can be readily identified.

Workmen to wear badges.

(j.) Nothing herein contained shall be deemed to authorize the Company, their servants, workmen or agents to enter upon any private property for the purpose of erecting, maintaining or repairing any of their works, without the previous assent of  
20 the owner or occupant of the property for the time being.

Private rights.

(k.) If in the removal of buildings or if in the exercise of the public right of travelling on or using any public road, highway or street, it becomes necessary that the said wires or poles be temporarily removed by cutting or otherwise, it shall be  
25 the duty of the Company, at its own expense, upon reasonable notice in writing from any person requiring the same, to remove such wires or poles, and in default of the Company so doing, it shall be lawful for any such person to remove the same at the expense of the Company, doing no unnecessary  
30 damage thereby; and such notice may be given either at the office of the Company or to any agent or officer of the Company in the municipality wherein such wires or poles are required to be removed, or in the case of a municipality wherein there shall be no such agent or officer of the Company, then either  
35 at the said head office or to any agent or officer of the Company in the nearest or any adjoining municipality to that in which such wires or poles require to be removed.

Temporary removal of lines in certain cases.

Notice to company.

**16.** The Company may enter into arrangements with any other telegraph or telephone company for the exchange and  
40 transmission of messages or for the working in whole or in part of the lines of the Company.

Agreements with other companies.

**17.** The railways and undertakings authorized to be constructed by the said recited Acts and this Act shall, notwithstanding anything contained in chapter fifty-seven of the statutes  
45 of 1895, be completed within five years from the passing of this Act, otherwise the powers granted by the said Acts and this Act shall cease and be null and void as respects so much of the railways and undertakings as shall then remain uncompleted.

Time for construction of railways, etc. 1895, c. 57.

## SCHEDULE.

THIS INDENTURE made the fifteenth day of July, in the year of our Lord one thousand eight hundred and ninety six, between The Ottawa Arnprior and Parry Sound Railway Company of the first part, and the Parry Sound Colonization Railway Company of the second part.

Whereas the parties of the first part were duly incorporated by an Act of the Parliament of Canada, being 54-55 Victoria chapter ninety-three intituled an Act amalgamating the Ottawa and Parry Sound Railway Company and the Ottawa, Arnprior and Renfrew Railway Company under the name of the Ottawa, Arnprior and Parry Sound Railway Company, and empowered to lay out, construct, complete, equip and operate a single or double line of railway from a point in or near the city of Ottawa, in the county of Carleton, to a point in the village of Arnprior, in the county of Renfrew, and thence by way of Braeside to the village of Renfrew, in the said county of Renfrew, thence to the village of Eganville, passing through the townships of Horton, Admaston and Grattan, thence to Killaloe and thence through the districts of Nipissing and Parry Sound, to some point on the Georgian Bay at or near the village of Parry Sound, as will more fully appear, reference being had to the said Act.

And whereas pursuant to the provisions of the said Act shares to the amount of \$3,519,500.00 of the capital stock of the parties of the first part have been duly allotted and issued and \$3,191,600 has been paid thereon.

And whereas the persons named in the first schedule hereto are the shareholders of the parties of the first part holding shares in the said capital stock of the parties of the first part for the amounts and with the sums paid thereon respectively as is set opposite to their respective names;

And whereas the parties of the first part have proceeded vigorously with the construction of their line of railway as authorized by the said Act and the said line has now been built from a point in the city of Ottawa to Cache Lake a point within the township of Canisbay in the district of Nipissing being a distance of about one hundred and sixty-four and one quarter miles, and the same has been duly inspected and approved by the proper officer in that behalf of the Government of Canada and of the province of Ontario;

And whereas that portion of the said line of railway from Cache Lake in the township of Canisbay aforesaid extending westward to Scotia in the township of Perry in the district of Parry Sound a distance of about forty-seven and one quarter miles has been laid out, is now under contract and approaching completion;

And whereas that portion of the line of railway of the parties of the first part extending from Rose Point in the district of Parry Sound and thence across Parry Island to Depot Harbour a distance of four miles has been laid out, is under contract and is approaching completion;

And whereas the assets of the parties of the first part are specified and set out in the second schedule hereunto annexed;

And whereas the parties of the first part have agreed and undertaken to issue (pursuant to the powers on them con-

ferred by the said Act of Incorporation) and deliver to John R. Booth, first mortgage bonds and debentures to the amount of \$4,050,000 bearing interest at the rate of five per centum, per annum from the date of said agreements to issue the same respectively which obligation shall be assumed and duly carried out by the amalgamated company ;

And whereas the parties of the second part were duly incorporated by an Act of the Legislature of the province of Ontario being 48 Victoria, chapter 78, intituled 'An Act to incorporate the Parry Sound Colonization Railway Company' which said Act was duly amended in divers particulars by the following Acts duly passed by the Legislature of the province of Ontario and being cap. 73 of 51 Victoria, intituled 'An Act to amend the Act incorporating the Parry Sound Colonization Railway Company' also chap. 123 of 53 Victoria, intituled 'An Act to amend the Act incorporating the Parry Sound Colonization Railway Company' also chap. 92 of 54 Victoria, intituled 'An Act to amend the Act to incorporate the Parry Sound Colonization Railway Company' also chap. 45 of 56 Victoria, intituled 'An Act to amend the Act incorporating the Parry Sound Colonization Railway Company', as will more fully and at large appear reference being had to the said several amending Acts and by which said Act of Incorporation and the said several amending Acts the said parties of the second part were empowered to lay out, construct, complete, equip and operate a single or double line of railway from some point within the town of Parry Sound to a point at or near Scotia on the line of the Northern and Pacific Junction Railway in the township of Armour both points being in the said district of Parry Sound, as will more fully appear reference being had to the said Act and the several amending Acts thereto ;

And whereas pursuant to the provisions of the said Act of Incorporation being chap. 78 of 48 Victoria, shares to the amount of \$200,000.00 of the capital stock of the parties of the second part have been duly allotted and issued and \$184,700.00 thereof have been paid thereon ;

And whereas the persons named in the third schedule hereto are the shareholders of the parties of the second part holding shares in the said capital stock of the parties of the second part for the amounts and with the sums paid thereon respectively as is set opposite to their respective names ;

And whereas the parties of the second part have proceeded vigorously with the construction of their line of railway and the same is now built from Scotia aforesaid to Rose Point a distance of forty-seven and three quarters miles on the waters of Parry Sound and the work thereon has been duly inspected and approved by the proper officer in that behalf of the Government of Canada and of the province of Ontario ;

And whereas the assets of the parties of the second part are specified in the fourth schedule hereto ;

And whereas the parties of the second part have pursuant to the powers granted by their said Acts duly issued bonds of the said company to the amount of \$960,000.00 which said bonds and interest due thereon are the property of and are now lawfully held by John Rudolphus Booth who is an assenting party to this agreement ;

And whereas the parties of the first part and of the second part have agreed to amalgamate and consolidate the said two companies into one company under the name of the Ottawa Arnprior and Parry Sound Railway Company as provided for in chap. 93 of 54-55 Victoria and chap. 92 of 54 Victoria as amended by chap. 95 of 56 Victoria on the terms and conditions hereinafter expressed and upon the condition that an application shall be made to the Parliament of Canada for an Act confirming this deed of amalgamation and for incorporating the company so amalgamated herein and for additional powers respecting telegraphs and telephones as may be deemed advisable.

Now this indenture witnesseth that the parties hereto of the first part and of the second part hereby agree each with the other of them that they the parties of the first part and of the second part shall be forever, and they are hereby amalgamated and consolidated into one company under the name of The Ottawa, Arnprior and Parry Sound Railway Company.

The capital stock of the said amalgamated company shall not exceed \$4,200,000.00, to be divided into 42,000 shares of \$100.00 each, the said shareholders of the parties of the first part and of the second part mentioned in the said first and third schedules hereto shall each become, and they are each hereby declared to be shareholders in the said amalgamated company for the number of shares set opposite to their respective names in said first and third schedules hereto and upon all such shares respectively the same respective amounts shall be deemed to have been duly paid up as shown in said schedules, and the said shareholders and all such other persons as shall hereafter become shareholders in the said amalgamated company, shall be, and they are hereby constituted a body corporate and politic by the name of the Ottawa, Arnprior and Parry Sound Railway Company, and the said amalgamated company shall own, possess, construct and operate all and every the lines of railway and branch railways, works and structures as are mentioned, referred to, described or intended so to be in any of the recited Acts of incorporation, and in any of the said several Acts amending the same respectively.

That Charles Jackson Booth, John Frederick Booth, Claude McLachlin, Francis McDougal, William Anderson, Neil McIntosh and James Arthur Seybold, in the said first and third schedules mentioned shall be, and they are hereby constituted the first directors of the said amalgamated company, and shall hold office as such until others shall be elected by the shareholders at the annual general meeting of the said amalgamated company.

That the number of directors of said amalgamated company shall be fixed at seven.

That the annual general meeting of the shareholders of the said amalgamated company for the election of directors and all other general purposes shall be held on the last Tuesday in September in each year, and that the mode of calling and the place of holding such general meeting, and also all special general meetings shall be governed by the provisions of the Railway Act (Dominion).

That the said amalgamated company shall be, and it is hereby vested with and declared to have, possess, be entitled

to and capable of having and exercising all the rights, franchises, powers, privileges, and all the property, assets, rights and credits of the said companies, parties of the first and second parts, and every of them which they and every of them the said parties of the first and second parts have, had, possess, are entitled to or capable of having or exercising or holding under and by virtue of the said several Acts as well of the Parliament of Canada as of the Legislature of Ontario relating to the said parties of the first part and of the second part respectively, not inconsistent herewith and particularly, but without limiting the generality of the preceding words, the said amalgamated company shall have, and it is hereby vested with and declared entitled to all the property, assets, franchises, rights and credits of the said parties of the first part and of the second part respectively mentioned in the second and fourth schedules hereto. And the said amalgamated company shall have full power to amalgamate with or enter into or conclude any agreement for selling, conveying or leasing the amalgamated company, or any part thereof, or for the working of the said amalgamated railway, or any part thereof to or with any railway company or companies now or hereafter to be incorporated within or without the Dominion of Canada by deed, executed by the said companies so amalgamating or agreeing as aforesaid in such manner on such terms and conditions and under such name as may be agreed upon between them, and in case of amalgamation, such new amalgamated company shall, after the execution of such deed of amalgamation, have all the rights, powers and privileges of either or any of the said companies so amalgamating, and shall become vested with all the franchises, assets and properties, and be subject to all the obligations and liabilities of the said companies so amalgamating.

That the said amalgamated company shall be liable for all the legally existing debts, duties and obligations of the said respective parties of the first and of the second parts and no proceeding of any nature either by or against the said amalgamated companies or either of them shall be abated or discontinued by reason of this indenture, but shall be continued to their natural and ordinary termination as if this indenture had never been made but if any judgment be rendered therein, such judgment shall be binding upon and executory against the said amalgamated company or shall inure to the benefit thereof and may be enforced by the said amalgamated company as the case may be.

The amalgamated company hereby formed shall have all the powers and authorities as set forth in the said several Acts of incorporation or in the said several Acts amending any of the same respectively to issue mortgage bonds and debentures to an amount not exceeding \$25,000.00 per mile of the amalgamated railway and its branches and charged upon the whole of the said amalgamated railway.

All conveyances and deeds (if any) necessary for the further carrying out of this agreement and of the amalgamation hereby made or intended so to be, shall be executed by either party hereto.

In witness whereof the said parties hereto of the first part have hereunto affixed their corporate seal by the hands of

their President and Secretary-Treasurer and the parties hereto of the second part have hereunto affixed their corporate seal by the hands of their President and Secretary-Treasurer the day and year first above written.

Signed sealed and delivered }  
in presence of }  
JOHN CHRISTIE. }

THE OTTAWA, ARNPRIOR AND PARRY SOUND RAILWAY COMPANY BY

C. J. BOOTH, [Seal.]  
President.

A. W. FLECK,  
Secretary.

THE PARRY SOUND COLONIZATION RAILWAY COMPANY BY

C. J. BOOTH, [Seal.]  
President.

A. W. FLECK,  
Secretary.

SCHEDULE No. 1.

Stockholders of the Ottawa Arnprior and Parry Sound Railway Company.

Names.	Shares Subscribed.	Value.	Amount paid thereon.
J. R. Booth.....	33,840	\$3,384,000 00	\$3,099,600 00
C. J. Booth.....	100	10,000 00	1,000 00
J. F. Booth.....	100	10,000 00	1,000 00
N. McIntosh.....	40	4,000 00	400 00
Wm. Anderson.....	40	4,000 00	400 00
A. W. Fleck.....	5	500 00	50 00
J. A. Seybold.....	20	2,000 00	200 00
E. J. Chamberlin.....	40	4,000 00	400 00
E. Honeywell.....	15	1,500 00	1,500 00
Chas. Mohr.....	20	2,000 00	200 00
C. McLachlin.....	200	20,000 00	20,000 00
H. F. McLachlin.....	215	21,500 00	21,500 00
Corporation of Arnprior.....	300	30,000 00	30,000 00
E. Mohr.....	25	2,500 00	.....
Galetti Whyte.....	5	500 00	500 00
Geo. Whyte.....	20	2,000 00	200 00
United townships of Hagarty, Sherwood, Jones, Richards and Burns.....	20	2,000 00	2,000 00
S. R. Poulin.....	60	6,000 00	6,000 00
H. Fitzpatrick.....	60	6,000 00	6,000 00
Jno. Ferguson.....	40	4,000 00	400 00
Geo. H. Perley.....	20	2,000 00	200 00
W. H. Berry.....	10	1,000 00	50 00
	35,195	\$3,519,500 00	\$3,191,600 00

Witness:—

JOHN CHRISTIE.

C. J. BOOTH,  
President.

A. W. FLECK,  
Secretary.

## SCHEDULE No. 2.

The right of way, road-bed, ties, rails, connections, bridges, engines, cars, rolling stock, plant, tools, equipment, surveys, plans, telegraphs, telephones and supplies, lands, tenements, premises, goods, chattels, rights, franchises and unpaid subsidies.

Witness:

JOHN CHRISTIE.

C. J. BOOTH,  
*President.*

A. W. FLECK,  
*Secretary.*

## SCHEDULE No. 3.

*Stockholders of the Parry Sound Colonization Railway Company.*

Names.	Shares subscribed.	Value.	Amount paid thereon.
		\$	
F. McDougal.....	10	1,000 00	100 00
John Christie.....	10	1,000 00	100 00
C. J. Booth.....	50	5,000 00	500 00
Wm. Anderson.....	10	1,000 00	100 00
J. R. Booth.....	1,850	185,000 00	183,200 00
G. B. Green.....	10	1,000 00	100 00
P. McCurry.....	10	1,000 00	100 00
A. J. Campbell.....	10	1,000 00	100 00
R. Dulmage.....	10	1,000 00	100 00
J. F. Booth.....	10	1,000 00	100 00
J. A. Seybold.....	10	1,000 00	100 00
N. McIntosh.....	10	1,000 00	100 00
Total.....	2,000	\$200,000 00	\$184,700 00

## SCHEDULE No. 4.

The right of way, road-bed, ties, rails, connections, bridges, engines, cars, rolling stock, plant, tools, equipment, surveys, plans, telegraphs, telephones and supplies, lands, tenements, premises, goods, chattels, rights, franchises and unpaid subsidies.

Witness:

JOHN CHRISTIE.

C. J. BOOTH,  
*President.*

A. W. FLECK,  
*Secretary.*

No. 15.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act amalgamating The Ottawa, Arnprior and Parry Sound Railway Company and the Parry Sound Colonization Railway Company under the name of The Ottawa, Arnprior and Parry Sound Railway Company.

---

Received and read a first time, Tuesday, 8th  
September, 1896.  
Second reading, Wednesday, 9th September,  
18 6.

---

(PRIVATE BILL.)

MR. BELCOURT.

---

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



No. 16.]

**BILL.**

{ 1896.  
2ND SESS.

An Act to amend the Mounted Police Act, 1894.

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

5 **1.** Subsection one of section four of *The Mounted Police Act*, 1894, is hereby repealed and the following substituted therefor : 1894, c. 27, s. 4 amended

10 "4. The Governor General may by commission appoint an officer who shall be called the comptroller of the North-west Mounted Police Force, a commissioner of police, an assistant commissioner of police, and one or more staff and other superintendents and inspectors, surgeons, assistant surgeons and veterinary surgeons of the police : Provided that all vacancies in the commission ranks, other than those of commissioner and assistant commissioner and of the medical officers, shall be Officers.  
15 filled by selection from those who have served in the ranks or from graduates of the Royal Military College of Kingston." Filling of vacancies.

20 **2.** Section twenty-eight of the said Act is hereby repealed and the following substituted therefor : Section 28 repealed.  
"28. *The Civil Service Superannuation Act* shall apply to all commissioned officers of the force, and their service shall be computed from the time they entered the ranks." R.S.C., c. 18.

No. 16.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to amend the Mounted Police  
Act, 1894

---

Received and read a first time, Tuesday,  
8th September, 1896.  
Second reading, Wednesday, 9th September,  
1896.

---

MR. DAVIN.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

---

---

No. 17.]

**BILL.**

{ 1896.  
{ 2ND SESS.

An Act further to amend the Pilotage Act.

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

1. Paragraph (e) of section fifty-nine of *The Pilotage Act*, R.S.C., c. 80,  
5 chapter eighty of the Revised Statutes, is hereby amended by adding thereto the following words:—“ Provided that such ships shall be exempt from the compulsory payment of pilotage dues only to the extent of one-half of such dues ;”  
s. 59 amended.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act further to amend the Pilotage  
Act.

---

Received and read a first time, Tuesday, 8th  
September, 1896.  
Second reading, Wednesday, 9th September,  
1896.

---

MR. MCDUGALL.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act for granting to Her Majesty the sum of \$446,500, required for defraying certain expenses in connection with the annual drill of the Militia during the financial year ending the 30th June, 1897.

MOST GRACIOUS SOVEREIGN,

**W**HEREAS it appears by a Message from His Excellency Preamble.  
the Right Honourable Sir John Campbell Hamilton-Gordon, Earl of Aberdeen, Governor General of Canada, that the sum of four hundred and forty-six thousand five hundred dollars is required to defray certain expenses in connection  
5 with the annual drill of the militia during the financial year ending the thirtieth day of June, one thousand eight hundred and ninety-seven; May it therefore please Your Majesty that it may be enacted, and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the  
10 Senate and House Commons of Canada, that:—

**1.** This Act may be cited as *The Appropriation Act (No. 1.)*, Short title.  
1896 (*Second Session*).

15 **2.** From and out of the Consolidated Revenue Fund of \$446,500  
Canada there shall and may be paid and applied a sum not ex- granted for  
ceeding in the whole four hundred and forty-six thousand five expenses men-  
hundred dollars to defray certain expenses connected with the tioned in pre-  
annual drill of the militia during the financial year ending the amble.  
20 thirtieth day of June, one thousand eight hundred and ninety-seven.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act for granting to Her Majesty the sum of \$446,500, required for defraying certain expenses in connection with the annual drill of the militia during the financial year ending the 30th June, 1897.

---

Received and read a first time, Tuesday, 8th  
September, 1896.  
Second reading, Wednesday, 9th September,  
1896.

---

MR. FIELDING.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

## An Act respecting The Georgian Bay Ship Canal and Power Aqueduct Company.

WHEREAS The Georgian Bay Ship Canal and Power Aqueduct Company was incorporated and constituted by certain Acts of the Legislature of the province of Ontario, hereinafter mentioned, for the purposes and with the rights and obligations defined in the said Acts; and whereas the said Company has by its petition prayed for a declaration that its undertaking is a work for the general advantage of Canada; for authority to construct canals and improve waterways elsewhere than in the province of Ontario; for ratification of certain of the powers conferred by the said Acts of the Legislature of Ontario; for the enactment of the provisions hereinafter contained; and for the consolidation therewith in one Act of such provisions of the said Acts of the Legislature of Ontario as are in force and applicable to the Company under the legislative authority of the Parliament of Canada; and whereas it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

20 **1.** The undertaking of The Georgian Bay Ship Canal and Power Aqueduct Company hereinafter called the Company, as authorized by Acts of the Legislature of the province of Ontario, being chapter ninety-seven of the statutes of 1894, chapter one hundred and seventeen of the statutes of 1895, and chapter one hundred and eleven of the statutes of 1896, and by this Act, is hereby declared to be a work for the general advantage of Canada.

Declaratory.

Ont., 1894, c. 97. Ont., 1895, c. 117. Ont., 1896, c. 111.

30 **2.** The Company as now organized and constituted under the said Acts of the Legislature of Ontario is hereby declared to be a body politic and corporate within the legislative authority of the Parliament of Canada.

Incorporation

35 **2.** Instead of the said Acts of the Legislature of Ontario, and *The Ontario Joint Stock Companies General Clauses Act*, and the portions of *The Railway Act of Ontario*, which by the said Acts are made applicable to the Company, this Act and *The Railway Act* in so far as the same is applicable and not inconsistent with this Act, shall apply to the Company and its undertaking, with respect to all matters not within the exclusive legislative jurisdiction of the Legislature of Ontario.

What Acts shall apply.

40 **3.** Wherever in *The Railway Act* the word "Company" occurs it shall, mean the company hereby incorporated, and wherever in *The Railway Act* the word "railway" occurs, it

1888, c. 29.

shall, unless the context otherwise requires, in so far as it applies to the provisions of this Act or the Company hereby incorporated, mean the works authorized by this Act to be constructed.

R.S.C., 118. 4. *The Companies Clauses Act* shall not apply to the Com- 5  
pany.

Liabilities under Ontario Acts. 5. Nothing in this section shall affect anything done, any right or privilege acquired, or any liability incurred under the said Acts of the Legislature of Ontario before the passing of this Act,—to all which rights and privileges the Company 10 shall continue to be entitled and to all of which liabilities the Company shall continue to be subject.

Powers. 3. The Company may,—  
To construct ship canal.

(a) Lay out, construct, equip, maintain and operate from some point on Lake Ontario within the county of York, to some point on the Georgian Bay, a ship canal for the purpose of conveying vessels, barges and other water craft and their passengers and cargoes between the upper lakes and Lake Ontario. 15

Power aqueduct. (b) Lay out, construct, equip, maintain and operate a power 20  
aqueduct from some point on Lake Ontario within the county of York, to some point on the Georgian Bay or Lake Simcoe, or either of them, or any intermediate point.

Branch aqueduct. (c) Lay out, construct, equip, maintain and operate a branch 25  
of the said aqueduct from the main aqueduct, such branch aqueduct to commence at some point in the township of Vaughan, or in the township of King, so as to connect with the river Don, or its tributaries, and may extend the said branch aqueduct to Lake Ontario.

Operate canals. (d) For the purpose of augmenting, developing or encour- 30  
aging traffic on the canal authorized by paragraph (a) of this section, and if the approval of the Governor in Council has been first obtained, from time to time lay out, construct, equip, maintain and operate any canal or waterway elsewhere in Canada, or improve any existing canal or waterway. 35

Construct works. (e) Lay out, construct, equip, maintain and operate by any 40  
kind of motive power all such locks, dams, tow paths, basins, feeders to supply water, reservoirs, cuttings, apparatus, appliances and machinery as are desirable or necessary for the construction and operation of the said canals and aqueducts. 40

Use water power. (f) Obtain, take, divert, appropriate and use, from rivers, 45  
lakes, brooks, streams, watercourses, reservoirs, springs and other sources of water supply, water sufficient for the purposes of constructing, maintaining, operating and using the said canals, aqueducts and other works. 45

Construct docks, warehouses, etc. (g) Acquire, construct, maintain and operate, use, or lease 50  
or otherwise dispose of, terminals, harbours, wharfs, docks, piers, elevators and warehouses, dry docks, basins, slips and machinery connected therewith for repairing yards, and all works incidental thereto, upon the said canals or at such 50 places as the company find necessary or convenient for the navigation thereby created.

Control vessels. (h) Acquire, construct, complete, fit out, charter, repair, 55  
sell, dispose of, work and control vessels to ply on the said canals and the lakes, rivers and canals connecting therewith, 55 and also make arrangements and agreements, by chartering



- or otherwise, for vessels to ply upon the said canals, lakes, and rivers.
- (i) By means of the water conveyed by the said aqueducts and canals, generate or develop electricity or electric energy, and sell or otherwise dispose thereof for heat, light, power and other purposes. Use electricity.
- (j) Supply municipalities and the inhabitants thereof with water for domestic use, fire protection and other purposes, upon such terms and conditions as may be agreed upon. Supply water.
- 10 (k) For the purpose of supplying municipalities or the inhabitants thereof with water, heat, light or any form of electric energy, lay out, construct, equip, maintain and operate mains, conduits, wires, or any other conductors, overhead or underground, throughout any municipality. Maintain water mains, wires, etc.
- 15 (l) Acquire by license, purchase or otherwise, the right to use any patented invention for the purposes of the works hereby authorized, and again dispose of the same. Acquire patents.
- (m) Acquire marsh and other lands adjoining or adjacent to the said canals, or power aqueducts, for the purpose of reclaiming or improving such lands, and, after such lands have been so reclaimed or improved, sell, lease, convey or otherwise alienate or dispose of any part or parts thereof. Acquire lands.
- 20 (n) Establish hatcheries for the propagation of fish with which to stock any of the waters of the Company, and sell or otherwise dispose of such fish for stocking other waters. Establish fish hatcheries.
- 25 (o) Lease or sell fishing and boating privileges on any of the waters of the Company. Dispose of fishing and boating rights.
- (p) Harvest or sell, or authorize others to harvest or sell ice formed upon the waters of the Company. Deal in ice.
- 30 (q) Construct, make and do all such matters and things whatsoever, necessary or proper for the making, completing and properly maintaining and operating the said canals, aqueducts and other works, and carrying out in other respects the objects in this section mentioned. General power.
- 35 4. Before the Company commence the construction of any work hereby authorized, the plans, location, dimensions and all necessary particulars of such work shall be submitted to and approved by the Governor in Council. Plans to be approved by Governor in Council.
- 40 5. The Company shall make due provision for, take care and dispose of all water and drainage, to the extent to which it disturbs or interferes therewith, whether from artificial drains, natural streams or watercourses, which drains, natural streams or watercourses any work of the Company crosses, touches or interferes with and which are in existence at the
- 45 time of the construction of the said work. Liability for drainage damage.
2. All subsequent questions, disputes or complaints as to the construction of new drains and as to the alteration, enlargement and change of existing drains and of natural streams or watercourses, and as to who shall make such alteration, enlargement and change, and by whom the expense thereof shall be paid, and also any complaint or dispute as to the manner or sufficiency of the compliance with the provisions of the next preceding sub-section, shall be inquired into, heard and determined by the Railway Committee of the Privy Council in the same
- 55 Arbitration therefor.

manner as is provided for other matters to be enquired into, heard and determined by the said committee under *The Railway Act*.

Lands acquired for use of works.

6. The land to be taken or used, without the consent of the proprietors, for the said canals, aqueducts or other works, and the ditches, drains and fences to separate the same from the adjoining lands, shall not, without the consent of the Governor in Council, exceed two thousand feet in breadth, except in places where basins and other works are required to be cut or made as necessary parts of the work as shown on the plan approved by the Governor in Council. 5 10

2. Where more persons than one are proprietors of any land as joint tenants or tenants in common, any contract or agreement made in good faith with any person being proprietor or with any persons being together proprietors of one-third or more of such land, as to the amount of compensation for the same or for any damages thereto, shall be binding as between the remaining proprietor or proprietors as joint tenants, or tenants in common; and the proprietor or proprietors who have so agreed, may deliver possession of such land, or empower the entry upon the same, as the case may be. 15 20

Power to take materials to repair accidents.

7. In case of any accident requiring immediate repair on the said canals or aqueducts or any part thereof, the Company, its agents or workmen may enter upon the adjoining land (not being an orchard or garden) and dig for, work, get, carry away and use all such gravel, stone, earth, clay or other material as is necessary for the repair of the accident, doing as little damage as may be, 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*; but before entering upon any land for the purposes aforesaid, the Company shall, in case the consent of the owner is not obtained thereto, pay into the office of one of the superior courts for the province of Ontario such sum with interest thereon for six months as is fixed, on the application of the Company, by a judge of the county court of the county in which such land is situate. 25 30 35

Must maintain bridges.

8. The Company shall at each and every place where any of the said canals crosses 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, so that the public thoroughfare or railway may be as little impeded as reasonably may be; and the Company shall not in making the said canals or aqueducts cut through or interrupt the passage on any highway or public road until they have made a convenient road past their works for the use of the public; and for every day on which they neglect to comply with the requirements of this section the Company shall incur a penalty of one hundred dollars. 40 45 50

Diversion of highway.

2. If by a reasonable diversion of any highway or public road the public interest will be sufficiently served, the Company may at its own expense make such diversion in a manner

satisfactory to the council of the municipality having jurisdiction, or, in the event of disagreement with such council, to the satisfaction of the Railway Committee of the Privy Council.

5 **9.** The Company shall, within six months after any lands  
have been taken for the use of the said canals or aque-  
ducts, divide and separate and keep constantly divided and  
separated the lands so taken, from the lands adjoining thereto,  
by a sufficient post and rail, hedge, ditch, bank, or other  
kind of fence sufficient to keep off hogs, sheep and cattle, to  
10 be set and made on the lands of the Company, and shall at  
its own cost and charges from time to time maintain, sup-  
port and keep in sufficient repair the said posts, fences, rails,  
hedges, ditches, trenches, banks and other fences.

Boundaries of  
Company's  
lands to be  
marked.

15 **10.** Every person who obstructs, interrupts or impedes the  
navigation of the said canals or the proper use of the said  
aqueducts, or interferes with any of the works belonging  
thereto, by the introduction of any timber or vessels or any  
other substance, or by any other means contrary to the pro-  
visions of this Act or of the by-laws of the Company, shall be  
20 liable to a penalty not to exceed four hundred dollars, one-half  
of which penalty shall go to the Company and the other half  
to Her Majesty.

Penalty for  
obstructing  
canals or  
works.

25 **11.** If any vessel is sunk or grounded in any part of the  
said canals or in any approach thereto, and if the owner or  
master thereof neglects or refuses to remove it forthwith, the  
Company may forthwith proceed to have it raised or removed,  
and may retain possession of it until the charges and expenses  
necessarily incurred by the Company in so raising and remov-  
ing it are paid and satisfied; and the Company may sue for  
30 and recover in any court of competent jurisdiction such  
charges and expenses from the owner or master of such vessel.

Removal of  
sunken  
vessels.

35 **12.** The Company may from time to time ask, demand,  
take and recover to and for its own proper use, such tolls as  
the Company or its directors from time to time by by-law  
determines; and no tolls of any description shall be so levied  
or taken until the same are approved of by the Governor in  
Council, nor until after such by-law and the order in council  
approving thereof have been twice published in *The Canada  
Gazette*.

May charge  
tolls.

Approval of  
Governor in  
Council.

40 **13.** Every by-law fixing and regulating tolls with respect  
to the said canal shall be subject to revision by the Governor  
in Council from time to time after approval thereof; and after  
an order in council altering the tolls fixed and regulated by any  
by-law has been twice published in *The Canada Gazette*, the  
45 tolls mentioned in such order in council shall be substituted  
for those mentioned in the by-law, so long as the order in  
council remains unrevoked.

By-laws regu-  
lating tolls.

50 **14.** The Company shall from time to time cause to be  
printed and posted up in its offices and in every place where  
the tolls are to be collected, in some conspicuous position, a  
printed board or paper exhibiting all the rates of tolls payable

Rates to be  
posted up.

and particularizing the price or sum of money to be charged or taken.

- How tolls are payable. **15.** Such tolls shall be paid to such persons and at such places near to the canals or aqueducts, in such manner, and under such regulations as the by-laws direct. 5
- No discrimination in tolls. **16.** All tolls shall, under the same circumstances, be charged equally to all persons and upon all vessels and goods; and no reduction or advance on any such tolls shall be made either directly or indirectly against any particular person or company. 10
- Or special rate. **2.** The Company shall not make or give any secret special toll, rate, rebate, drawback, or concession to any person; and the Company shall on the demand of any person make known to him any special toll, rate, rebate, drawback or concession given to any one. 15
- Recovery of tolls. **17.** In case of denial or neglect of payment on demand of any such tolls or any part thereof, the same shall be recoverable in any court of competent jurisdiction; and the agents or servants of the Company may seize the vessel or goods for or with respect to which such tolls are payable, and may detain the same until payment thereof, and in the meantime the said vessel or goods shall be at the risk of the owners thereof. 20
- Sale of vessel or cargo for non-payment of toll. **18.** If the tolls are not paid within six weeks from the time of such detainer the Company may, by public auction, sell the vessel or the whole or any part of such goods, and out of the moneys arising from such sale retain the tolls payable and all reasonable charges and expenses of such seizure, detention and sale, and shall deliver the surplus, if any, or the vessel or such of the goods as remain unsold, to the person entitled thereto. 25
- Proceedings for sale. **19.** If any vessel or goods remain in the possession of the Company unclaimed for the space of twelve months, the Company may thereafter and on giving public notice thereof by advertisement for six weeks in the official gazette of the province in which such vessel or goods are, and in such other newspaper as it deems necessary, sell such vessel or goods by public auction at a time and place which shall be mentioned in such advertisement, and out of the proceeds thereof pay such tolls and all reasonable charges for keeping, storing, advertising and selling such vessel or goods; and the balance of the proceeds, if any, shall be kept by the Company for a further period of three months to be paid over to any person entitled thereto. 30
- Surplus from sale. **20.** In default of such balance being claimed before the expiration of the time last aforesaid, it shall be paid over to the Minister of Finance for the public use of Canada until claimed by the person entitled thereto. 45
- Fractions to be considered as a whole. **21.** In all cases where there is a fraction of a mile in the distance which vessels, rafts, goods, wares, merchandise or other commodities or passengers are conveyed or transported, such fraction shall, in ascertaining the said rates, be 50

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 rates shall be demanded and taken by the Company  
 5 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.

**22.** Every vessel using the canals of the Company shall  
 10 have her draught of water legibly marked, in figures of not less than six inches long, from one foot to her greatest draught, upon the stem and stern posts ; and any wilful mis-statement of such figures so as to mislead the officers of the Company as to any vessel's true draught shall be punishable as an indictable  
 15 offence on the part of the owner and master of such vessel, and the Company may detain any such vessel upon which incorrect figures of draught are found, until the same are corrected at the expense of her owner.

Draught of vessels to be marked.

**23.** Every owner or master of a vessel navigating the  
 20 canals of the Company 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 Company may gauge and measure all such vessels, and his decision shall be final with respect to  
 25 the tolls to be paid thereon, and he may mark the tonnage or measurement on every such vessel ; and such measure so marked by him shall always be evidence respecting the tonnage in all questions respecting the tolls or dues to be paid to the Company.

Vessels may be measured

**24.** In addition to the general powers to make by-laws  
 30 under *The Railway Act*, the Company may, subject to the approval of the Governor in Council, make by-laws, rules or regulations for the following purposes, that is to say :

Power to make regulations.

(a.) For regulating the speed at which, and the mode by  
 35 which, vessels using the Company's canals and works of navigation are to be propelled ;

Speed of vessels.

(b.) For regulating the hours of the arrival and departure  
 of such vessels ;

Hours for entering and leaving canals.

(c.) For regulating the loading or unloading of such vessels  
 40 and the draught thereof ;

Loading of vessels.

(d.) For preventing the smoking of tobacco upon the property of the Company, the bringing into or upon the property of the Company of dangerous or deleterious substances, and for the proper care and preservation of the Company's property ;

Smoking, etc., on property.

(e.) For regulating the travelling and transportation upon  
 45 the canals, and the using and the working of all works of the Company ;

Transportation and travel.

(f.) For regulating the conduct of the officers, servants, and employees of the Company ;

Conduct of employees.

(g.) For the maintaining, preserving and using the canals  
 50 and all other works hereby authorized to be constructed or connected therewith, and for the governing of all persons and vessels passing through the canals or using, or employed on or about, any work of the Company ;

Preservation of canals.

- Management of affairs of Company. (h.) For providing for the due management of the affairs of the Company in all respects.
- Head office. **25.** The head office of the Company shall be in the city of Toronto.
- Annual meeting. **26.** The annual general meeting of the shareholders shall be held on the third Tuesday in November in each year. 5
- Directors. **27.** The numbers of directors of the Company shall be not less than nine nor more than twenty-five. A majority of the directors residing within the province of Ontario, not being less in number than four, shall form a quorum. 10
- Officers of Board. **28.** The directors may employ and pay one of their number as managing director or general manager, and any other two of their number as secretary and treasurer respectively.
- Capital stock. **29.** The capital stock of the Company shall be twenty millions of dollars divided into two hundred thousand shares of one hundred dollars each. 15
- Dividends. 2. One hundred and twenty thousand shares shall be preferred stock, and eighty thousand shares shall be common stock, and no dividend shall be paid on the latter in any year until a dividend of at least three per cent has been paid or declared in favour of the former for such year. 20
- Preferred stock may be cancelled. 3. The Company may from time to time, by by-law duly passed for that purpose by the shareholders at any special meeting called for that purpose, or at any annual general meeting, redeem or buy in for cancellation any or all of the preferred stock, without the consent of the owners or holders thereof, upon payment of the par value thereof, together with all unpaid dividends that have been declared thereon in cash. 25
- Dividends on preferred stock. 4. The Company may from time to time, by by-law duly passed for that purpose, by the shareholders at any special meeting called for that purpose, or at any annual general meeting, secure the dividends on all preferred stock issued at the date of the passing of such by-law or on any portion of preferred stock to be thereafter issued, by setting apart the revenues of any of the aqueducts of the Company for payment of such dividends, but subject in all cases to the payment of the working expenditure of the aqueducts so affected and to the charges, privileges and liens affecting such revenues under any issue of bonds outstanding. 30
- Paid up shares. 5. All shares issued as fully paid up shares shall form part of the paid up capital stock of the Company. 40
- 1878, c. 29, s. 71. 6. Notwithstanding anything in section seventy-one of *The Railway Act* the directors may declare and pay dividends out of capital upon the preferred stock during the construction of the Company's works, but no dividend so paid shall exceed four per cent per annum nor twenty per cent in the aggregate, nor shall any dividend be so paid unless the by-law of the directors authorizing it has been first approved at an annual general meeting of the company or at a special meeting of the company called for that purpose, by shareholders present in person or by proxy and representing three-fourths in value of the whole capital stock of the Company then issued. 45 50

30. In procuring subscriptions for stock, or in selling forfeited or other stock, the directors may allot such stock in such amounts, and subject to the payment of such calls of such amount at such times and at such discount as they think fit, 5 or they may agree for the sale of such stock, or any part thereof, at such price as they think fit and for payment of the price at the time of subscription or by instalments. Any amount as and when payable under this section shall be deemed to be money due by a shareholder in respect of a call on shares made 10 in accordance with the provisions of *The Railway Act*, and non-payment thereof shall carry with it all the rights, incidents and consequences in such provisions mentioned.

Allotment of stock.

2. The directors may issue as paid-up stock shares in the capital stock of the Company, whether subscribed for 15 or not, and may allot and hand over such stock in payment for plans, surveys, right of way, plant, rolling stock or materials of any kind, and also for the services of promoters, contractors or engineers, or for services rendered or to be rendered under any contract heretofore entered into by the directors 20 or under any contract hereinafter entered into by them with the approval of the shareholders.

Issue of paid up shares.

3. Shares issued under the provisions of this section as fully paid-up shares shall not be assessable for calls, nor shall the holders thereof be liable to the creditors of the Company in 25 respect of such shares.

Preferred stock not assessable.

4. A certificate in writing, under the corporate seal of the Company and signed by the president, vice president, secretary or treasurer of the Company, that any shares issued as fully paid-up shares have been so issued, identifying the 30 shares and setting forth in effect the consideration for which they have been so issued, shall be conclusive evidence that the shares referred to in such certificate are fully paid-up shares.

Evidence as to paid up shares.

31. The Company may issue and pledge or dispose of bonds, debentures or other securities as provided in *The Railway Act*, 35 to the extent in all of double the paid-up capital of the Company, and may issue such bonds, debentures or other such securities, in one or more separate series, and limit the security for any series to such of the franchises, privileges, property, assets, rents and revenues of the Company, present or future, or both, 40 as are described in the mortgage deed made to secure such separate series of bonds, debentures or other securities; and every such limited series of such bonds, debentures or other securities, if so issued, shall, subject to the provisions contained in section ninety-four of *The Railway Act*, form a first charge 45 upon, and be limited to, the particular franchises, privileges, property, assets, rents and revenues of the Company with respect to which they are issued and which are described in the mortgage deed made to secure the same.

May dispose of bonds.

32. The Company may with the consent of the Governor-in-Council invest any portion of its funds in the purchase of 50 shares in any other Company when the directors are of opinion that the purchase of such shares would tend to develop and extend the business of the Company on the line of its general objects; but the directors shall not purchase stock in any other

Company until authorized so to do by law sanctioned and approved by the shareholders.

1888, c. 29.  
Certain sections not to apply.

**33.** The following sections of *The Railway Act* shall not apply to the Company namely:—sections 3 to 7 both inclusive, 36, 89, 103 to 105 both inclusive, so much of 112 as imposes a limit of two hundred yards, 121, 173, to 177 both inclusive, 179, 180, 183 to 199 both inclusive, 209 210, 214, 223 to 263 both inclusive, 273, 274, 276 to 280 both inclusive, 298 to 308 both inclusive.

Time for commencement of aqueduct.

**34. 1.** The power aqueduct shall be commenced within one year from the passing of this Act, and the sum of two hundred thousand dollars expended in the actual construction thereof within two years from the passing of this Act, and the sum of five hundred thousand dollars within three years from the passing of this Act; and the said power aqueduct shall be completed within seven years from the passing of this Act, and in the event of either of the said amounts not being expended in actual construction within the times herein mentioned respectively or the said power aqueduct not being completed within the said period of seven years as aforesaid, the powers hereby conferred shall absolutely cease with respect to so much of the said power aqueduct as then remains incomplete.

Time for commencement of ship canal.

(2.) The ship canal shall be commenced within one year from the passing of this Act, and shall be completed within ten years from the passing of this Act, and in default thereof the powers hereby conferred shall absolutely cease with respect to so much of the said ship canal as then remains incomplete.

No. 19.

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act respecting The Georgian Bay Ship Canal and Power Aqueduct Company.

Received and read a first time, Wednesday,  
9th September, 1896.  
Second reading, Monday, 14th September,  
1896.

(PRIVATE BILL.)

Mr. MACLEAN.

OTTAWA

Printed by S. E. DAWSON

Printer to the Queen's most Excellent Majesty  
1896



An Act to change the name of the Hull Electric Company to the Hull and Aylmer Railway Company, and for other purposes.

**W**HEREAS, the Hull Electric Company was duly incorporated under chapter sixty-nine of the statutes of the province of Quebec, 1895, first session; and whereas the said company has, by its petition, represented that it is desirable that its name be changed to "The Hull and Aylmer Railway Company"; that the railway and other works which the said company is authorized to construct and operate are for the general advantage of Canada; that a certain agreement for a lease of the Aylmer Branch of the Canadian Pacific Railway to the said company for a term of thirty-five years should be ratified and confirmed; and whereas the said Company has, by its petition, prayed that an Act be passed to confirm the said agreement and for the other purposes herein mentioned; and whereas it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows:—

**1.** The undertaking of the Hull Electric Company, hereinafter called "the Company," is hereby declared to be a work for the general advantage of Canada.

**2.** The Company as organized and constituted under chapter sixty-nine of the statutes of the province of Quebec, 1895, first session, is hereby constituted a body corporate within the legislative authority of the Parliament of Canada; and this Act and *The Railway Act* of Canada shall apply to the Company and its undertakings, instead of the said Act of the province of Quebec, and the *Railway Act* of Quebec: provided that nothing herein shall affect anything done, any rights or privileges acquired, or any liability incurred under the said Act of the province of Quebec prior to the time of the passing of this Act, to all which rights and privileges the Company shall continue to be entitled, and to all of which liabilities the Company shall continue to be subject.

**3.** The name of the Company is hereby changed to "The Hull and Aylmer Railway Company," and the Company by the said new name shall remain vested with all the estate, real and personal, movable and immovable, and all properties, lands, grants, subsidies, rights, privileges, and franchises of the Company under the said name of the Hull Electric Company, and of all debts and obligations accrued or to accrue, due or to become due to it; and shall continue, and be liable

Preamble.

Que. 1895, 1st  
Sess., c. 69.

Declaratory.

Incorporation.

What Acts  
shall apply.Corporate  
name  
changed.

for all liabilities of every nature and kind whatsoever due or to become due by it, and all actions, suits, claims and demands that have been or might be lawfully brought or made by or against the Company under the said name of the Hull Electric Company; and no action, suit or proceeding now pending 5 against it shall be abated, but may be continued against the Company as if this Act had not been passed; and all statutes, enactments, judgments, grants, deeds, instruments, contracts, agreements, by-laws, municipal ordinances and franchises, and obligations existing at the passage of this Act and affecting 10 the Company under its former name, or any of its affairs, properties or powers shall continue to be valid and of full force for or against the Company under the name of "The Hull and Aylmer Railway Company," to the same extent in all respects as if the said Company had always been known and 15 called by the said last mentioned name, and as if all such statutes, enactments, judgments, grants, deeds, instruments, contracts, agreements, by-laws, municipal ordinances and franchises and obligations had been passed, given, made, executed and created in respect of the Company under the said 20 new name.

Head office. **4.** The head office of the Company shall be in the city of Hull in the province of Quebec, but may be changed to any other place in Canada, if a by-law duly adopted at a general or special meeting of the shareholders sanctions such change. 25

Capital stock. **5.** The capital stock of the Company shall be three hundred thousand dollars, but such capital stock may be increased from time to time to an amount not exceeding five hundred thousand dollars.

Annual meeting. **6.** The annual general meeting of the Company shall be 30 held on the first Wednesday of July in each year.

Board of directors. **7.** The board of directors of the Company now in office shall continue to be directors of the Company under the new name thereof until legally replaced.

Number of directors. **2.** The board of directors of the Company shall be composed 35 of seven members, one or more of whom may be paid directors of the Company, but the number of directors may be increased to nine by by-law to that effect.

Proxies for directors meetings. **3.** The directors may act and vote by proxy, such proxy to be held by a director, and no director shall hold more than 40 two such proxies, and at least three directors shall be personally present for the transaction of business; but if the number of directors is increased to nine, no meeting of directors shall be competent to transact business unless at least four directors are present thereat in person. 45

Renewal of proxy. **4.** No appointment of a proxy to vote at any meeting of the directors shall be valid for that purpose, unless it has been made or renewed in writing within one year preceding the time of such meeting.

Company may generate electricity, gas, etc. **8.** The Company may generate, manufacture and deal in 50 electricity for heating, power and illuminating purposes, gas, natural and artificial, and other illuminants and all appliances

for the supplying of the same or connected therewith, and may sell, lease, or make such contracts and arrangements regarding the same to or with the cities, towns, villages, townships and corporations referred to herein and the inhabitants and industries therein as may be deemed expedient or proper, and may, subject to the provisions of section nine of this Act lay or place its wires and pipes underground, or its wires, pipes, poles and other appliances on the surface, as the same may be necessary or expedient, in so many streets, squares, highways, lanes and public places, in such cities, towns, villages, parishes and townships or parts of townships in the counties of Wright and Labelle in the district of Ottawa and province of Quebec, as may grant or has granted to the Company franchises or permissions so to do, and also in the streets, squares, highways, lanes and public places of the city of Ottawa in the province of Ontario, for the purposes of supplying electricity or gas, natural or artificial, for light, power and heating; the whole, however, without doing any unnecessary damage, and provided that all proper facilities for free passage through the said streets, squares, highways, lanes and public places be afforded while the works are in progress.

Location of wires, pipes and poles.

9. With the consent of the municipal council or other authority having jurisdiction over the roads and streets of any city, town, municipality or district, the Company may, by its servants, agents or workmen, enter upon any public road, highway, street, bridge, watercourse, navigable or non-navigable water or other such places in any city, incorporated town, village, county, municipality, district, or other place, for the purpose of constructing, erecting, equipping, working and maintaining its lines of telegraph and telephone and lines for the conveyance of electric power upon, along, across, over and under the same; and may erect, equip and maintain such and so many poles or other works and devices as the Company deems necessary for making, completing and supporting, using, working and maintaining the system of communication by telegraph and telephone and for supplying power; and may stretch wires and other electrical contrivances thereon; and, as often as the Company, its agents, officers or workmen think proper, may break up and open any part whatsoever of the said public roads, highways, streets, bridges, watercourses, navigable and non-navigable waters and other like places, subject, however, to the following provisions, that is to say:—

Company may enter on public roads, etc.

Erect poles,

Stretch wires,

Break up roads.

(a.) The Company shall not, in the construction or operation of its lines, interfere with the public right of travelling on or using such public roads, highways, streets, bridges or watercourses, and other like places, and shall not do any unnecessary damage, nor in any way obstruct the entrance to any door or gateway or free access to any building erected in the vicinity;

Travel not to be obstructed.

(b.) The Company shall not affix any telegraph or telephone wire less than twenty-two feet above the surface of the street or road, nor erect, without the consent of the municipal council having jurisdiction over the roads or streets of the municipality, more than one line of poles along any street or road;

Height of wires.

(c.) In all municipalities the poles shall be as nearly as possible straight and perpendicular, and shall, in cities, be painted, if so required by any by-law of the council;

Kind of poles.

Cutting poles or wires in case of fire.	(d.) Whenever, in case of fire, it becomes necessary for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred ;	5
Liability for damage.	(e) The Company shall be responsible for all damage which its agents, servants or workmen cause to individuals or property in carrying out or maintaining any of its said works ;	10
Trees.	(f.) The Company shall not cut down or mutilate any shade, fruit or ornamental tree ;	
Approval of municipality.	(g.) In all municipalities the opening up of streets for the erection of poles, or for carrying the wires under ground, shall be subject to the supervision of such engineer or other person as the council appoints for that purpose, and shall be done in such manner as the council directs ; the council may also direct and designate the places where the poles are to be erected in such municipality ; and the surface of the streets shall in all cases be restored as far as possible to its former condition by and at the expense of the Company ;	15 20
Location of poles.		
Company may be required to carry wires underground.	(h.) No Act of Parliament requiring the Company, in case efficient means are devised for carrying telegraph or telephone wires underground, to adopt such means, and abrogating the right given by this section to continue carrying lines on poles through cities, towns or incorporated villages, shall be deemed an infringement of the privileges granted by this Act, and the Company shall not be entitled to damages therefor ;	25
Workmen to wear badges.	(i.) No person shall labour upon the work of erecting or repairing any line or instrument of the Company without having conspicuously attached to his dress a medal or badge on which shall be legibly inscribed the name of the Company and a number by which he can be readily identified ;	30
Private rights.	(j.) Nothing in this Act contained shall be deemed to authorize the Company, its servants, workmen or agents, to enter upon any private property for the purpose of erecting, maintaining or repairing any of its wires, without the previous assent of the owner or occupant of the property for the time being ;	35
Temporary removal of wires and poles.	(k.) If, in the removal of buildings or in the exercise of the public right of travelling on, or using any public road, highway or street, it becomes necessary that the said wires or poles be temporarily removed by cutting or otherwise, it shall be the duty of the Company, at its own expense, upon reasonable notice in writing from any person requiring the same, to remove such wires or poles, and in default of the Company so doing, it shall be lawful for any such person to remove the same at the expense of the Company, doing no unnecessary damage thereby ; and such notice may be given either at the office of the Company or to any agent or officer of the Company in the municipality wherein such wires or poles are required to be removed, or in the case of a municipality wherein there is no such agent or officer of the Company, then either at the head office or to any agent or officer of the Company in the nearest or any adjoining municipality to that in which such wires or poles require to be removed.	40 45 50 55
Notice to company.		

- 10.** The Company may construct, build, maintain, and operate tramways and railways, with single or double track either upon the surface of the ground or as elevated roads, from or to any point or points in the city of Hull, town of Aylmer, village of Gatineau Point, Chelsea in the said township of Hull, and the Pêche and Wakefield all in said county of Wright also at or near any point in the vicinity thereof, or between such city, town or village and other places, and use as motive power, animals or electricity or other motive power.
- 11.** The Company may make arrangements with any other railway or tramway companies, and unite its tramways or railways with any such railway or other tramway at any point of its or their road, and run upon the lines of such railway or tramway companies for such purposes as shall be mutually agreed upon, and allow such other companies to run upon the lines of the railways and tramways of the Company; acquire the properties, rights, franchises, privileges, rolling stock and material of such other companies, or lease the same, in whole or in part; and sell, lease or transfer its railways, tramways and branches, lighting, heating and power system, and all interest it holds therein, in whole or in part, to other companies, upon such conditions as it deems advisable.
- 12.** The Company may acquire the ownership or use of any patents in respect of electricity, gas and other illuminants or motive power, and may issue paid-up shares and bonds or debentures in payment of such purchases or contracts, and also for all services for which it shall be obliged to pay, as well as in payment for all rights of way, plant, charters and franchises, rolling stock and material and all movable and immovable property acquired or required; and may also manufacture machines covered by such patents of which the Company has acquired the ownership.
2. Such issue and giving of paid-up shares and bonds and debentures shall be binding upon the Company; and paid-up shares so issued shall not be subject to assessment or any call made by the Company.
- 13.** The Company, may in addition to the powers conferred by *The Railway Act*, acquire, expropriate, lease and possess lands for the erection, maintenance and equipment of elevators, docks, landings, platforms, parks, pleasure grounds, inclosures, rings and tracks for athletic games, horse and other races, office buildings and all other buildings, plant and appliances necessary for the undertaking of the Company, and may purchase, lease and sell all rights, privileges, water-powers and franchises or advantages which may be necessary or useful for the business of the company, and lease, sell, mortgage or hypothecate the same in favour of trustees or otherwise; construct, build, equip, and improve all dams, locks, bulk heads, sluices, gates, canals, wells, waterways and other like things in order to generate power, by electricity or otherwise, for the purposes of the Company, and develop such water-powers, either on the bank or in the bed of the stream.

Company may operate tramways and railways.

Motive power.

May make arrangements with other companies.

Acquire patents, Issue bonds, etc.

Manufacture machines covered by patents.

Paid up shares not to be subject to assessment.

May acquire lands for various purposes.

Purchase and sell rights.

Construct dams and waterways for generation of power.

- Make surveys,  
Build bridges, 2. The Company may for such purposes enter upon and survey lots on the line of rapids or waterways, and make all bridges or intersections and crossings, whether across, over or under public or private grounds, or any aqueduct or canal, and may erect all constructions requisite to improve the water-power and supply of water at rapids or other places on the stream, and take and hold shares in the capital stock of other incorporated companies, and sell and dispose of the same, and amalgamate with other companies or any company having rights and privileges similar in whole or in part. 5 10
- Acquire shares in, and amalgamate with other companies,
- Borrow money. 14. The Company may, in accordance with and subject to the provisions of *The Railway Act* borrow in Canada or elsewhere, at such rates of interest as the directors may agree upon, on bonds or debentures issued by the Company, such sum of money, from time to time, as may be necessary to build, construct, maintain, equip, complete and operate the said railways, tramways, light, heat, and power systems and works, and other things authorized by this Act; provided, however, the amount of such bonds or debentures shall not exceed thirty thousand dollars per mile for each mile of said railways and tramways, with an additional sum of one hundred and fifty thousand dollars for constructing, equipping and completing the said light, heat and power works. 15 20
- Issue of bonds, etc., limited.
- Extension of railway. 15. The Company may construct and extend its line of railway to and over the suspension bridge between the cities of Hull and Ottawa, over the public works and bridges of the Dominion of Canada, or in the vicinity thereof, upon such terms as may be agreed upon; and the Company is also authorized to extend its said line or railway into the city of Ottawa and to construct a railway on the streets thereof on obtaining the consent of the council of the said city of Ottawa thereto, and to run their cars thereon. 25 30
- Agreement with C. P. R. confirmed. 16. The agreement between the Hull Electric Company and the Canadian Pacific Railway Company, a copy of which is contained in the first schedule hereto, is hereby confirmed and declared to be legal and binding upon the respective parties thereto, and each of them may do whatever is necessary in order to give effect to the substance and intention thereof, and such modification thereto as the directors of said companies may mutually agree upon, and the possession by the Company of the said railway under the lease to be given by the Canadian Pacific Railway Company in pursuance of the said agreement shall be held to be a fulfilment by the Company of the obligation under its charter to construct a railway or tramway to Aylmer aforesaid, and other places referred to in its charter, and other points on the lines thereof; and the Company and the Canadian Pacific Railway Company are hereby respectively authorized and empowered to make such other and further deeds and agreements as they may deem expedient or proper for the purposes of securing to the said Hull and Aylmer Railway Company the right of running its trains and cars over the bridges of the Canadian Pacific Railway Company between the cities of Ottawa and Hull, and of running and operating said trains and cars upon the railway 35 40 45 50
- Further agreements authorized.

tracks of the Canadian Pacific Railway Company within the City of Ottawa for such periods of time and for such considerations and upon such conditions as may be mutually agreed upon by the respective boards of directors of these companies.

- 5 **17.** By-law No. 61, passed by the municipal council of the city of Hull, in the county of Ottawa and province of Quebec, on the 7th of May, 1894, of which a copy is contained in the second schedule hereto, as confirmed and interpreted by the said Act of the province of Quebec, being chapter 69 of the  
10 statutes of 1895, first session, is hereby expressly confirmed and ratified in all respects as the same was so enacted and confirmed by the said Act.

By-law of Hull  
No. 61 of 1894  
confirmed.

Que. 1895, 1st  
Sess. c. 69.

**18.** The Company may, for the purposes of its railways and in connection with its business :—

- 15 (a.) Build, purchase, acquire, charter, lease, possess, work and operate steam and other vessels on any lakes, rivers or navigable waters, and enter into arrangements and agreements with owners of steam and other vessels ;
- 20 (b.) Construct, equip and maintain wharfs, boat houses, bathing houses, elevators, warehouses and other buildings requisite for carrying on the traffic of the Company or for the convenience of those using the said railways and properties of the Company or its trains or cars, and make such charges and charge such fares for the use of the same as may be determined  
25 by by-law of the Company ;
- (c.) Build, purchase, lease and manage hotels and dwelling houses, along the line of its railway and in the vicinity thereof.

Company may  
use vessels,

Maintain  
wharfs, ware-  
houses, etc.

Build hotels,

- 19.** The Company may use and employ for the locomotion and propulsion of its cars, vehicles and rolling stock where  
30 such power is required, electricity in all its forms, and any approved mechanical power or other means, agency or force, for such purposes, that science or invention may develop, and shall have all rights, powers and privileges necessary and essential to the management, operation and maintenance of  
35 its line as an electrical system, either in whole or in part ; and may acquire, use and develop every kind of electrical force, power and energy required or useful in the workings of its undertakings and apply such agencies and motive powers for all its uses and purposes aforesaid.

Use electrical  
or other  
power.

- 40 2. The Company shall have like privileges as regards the lighting and other works and undertakings which it is authorized to carry on, furnish or supply.

Lighting  
privileges.

3. The Company may sell, lease or otherwise dispose of any surplus water-power, electricity and other motive power that  
45 it may own but which are not required for the enterprises carried on by it.

May dispose  
of surplus  
power.

- 20.** The agreement made between the Company under the name of The Hull Electric Company aforesaid and the Gatineau Macadamized and Gravelled Road Company, a copy of which  
50 is contained in the third schedule hereto, and the terms and conditions thereof are hereby declared to be legal and binding upon the corporations that are parties thereto.

Agreement  
with Gatineau  
etc., Road Co.  
confirmed.

Company may  
carry mails  
and express  
packages.

21. The Company, in addition to passenger and freight cars, may run and operate postal, mail and express cars upon its lines of railway, and may transport and carry the mails and other goods and packages entrusted to it by the Post Office Department, or by any person or corporation, and may, for that purpose enter into any agreement with the Post Office Department, or such person, or corporation, or may make and recover such charges for so doing as may be deemed expedient and proper or determined by by-law. 5

#### FIRST SCHEDULE.

THIS INDENTURE made the sixteenth day of March, A.D. 1896, between THE CANADIAN PACIFIC RAILWAY COMPANY, hereinafter called "The C.P.R." of the one part, and THE HULL ELECTRIC COMPANY hereinafter called "The Electric Company" of the other part.

WITNESSETH that the parties hereto do hereby respectively covenant the one with the other as follows :—

It being intended that the C.P.R. will demise to the Electric Company the railway of the C.P.R. between Aylmer and the point at which it joins the C.P.R.'s main line near Hull, in the province of Quebec, about nine miles in length as hereinafter mentioned, hereinafter called "the said railway."

The Electric Company covenants that it will forthwith after the execution of these presents begin and thenceforward will continue to equip the said railway and its appurtenances so that the same can be conveniently and efficiently operated by electricity, and will complete such equipment on or before the first day of July next, time being of the essence of the contract, and that in doing so all work shall be so managed and all material so furnished and handled by the Electric Company as not to interfere with the convenient operation of the said railway by the C.P.R. either for freight or passenger traffic or any other business until the day when the use of steam power on the said railway can be abandoned and the traffic thereon efficiently handled by the Electric Company; the character of the equipment, including power installations, passenger cars, electric motors, locomotives and all other matters to be furnished and completed according to specifications hereto attached as schedule "A."

The C.P.R. covenants that as soon as the said railway and its appurtenances are so equipped as aforesaid it will join with the Electric Company in executing the lease thereof to the Electric Company hereinafter more particularly described and will, in pursuance of such lease, deliver over to the Electric Company possession and control of the said railway in pursuance of the terms of the said lease.

The said lease shall contain covenants and provisions to the following effect :

The demise shall be for the term of thirty-five (35) years, terminable as hereinafter mentioned, which period is hereinafter referred to as "the said term."

The rent shall be five thousand dollars per annum, payable quarterly, without deduction on any ground whatsoever.



The Electric Company shall pay all taxes and other impositions in respect of the said railway and its appurtenances during the said term whether imposed for provincial, municipal or school purposes or any other purpose whatsoever.

During the said term the Electric Company will at all times make the arrangements hereinafter described as profitable to the C. P. R. as can be accomplished by handling and carrying on the business of the said railway as an electric railway with efficiency and dispatch.

The passenger business shall be carried in the cars of the Electric Company, and the freight business in the freight cars belonging to the C. P. R. or other railway companies, excepting freight business between local stations on the said railway, for which the Electric Company shall furnish such freight cars as may be best adapted to the work.

All freight, passenger and express business originating on or passing over the said railway destined to points reached by the C.P.R.'s line or its connections, shall be handed to the C.P.R. at Hull station, and all passenger or freight business from the C.P.R. destined to points on or reached via the said railway shall be handed to the Electric Company at Hull station.

All empty freight cars required for the traffic from or over the said railway shall be hauled free from Hull to the point, or points, where the car or cars may be required.

The local earnings, that is, the earnings on all passenger or freight traffic between stations on the said railway shall belong to the Electric Company.

The through passenger or freight earnings, that is, the earnings on traffic between any point on the C.P.R.'s line or its connections, and any point on or reached via the said railway, shall be divided between the Electric Company and the C.P.R. in the proportion which the mileage of the said railway bears to the whole mileage over which the traffic was carried from point of origin to destination.

The C.P.R. shall have the right to quote rates for traffic of every description to or from any point on or reached via the said railway as if the said railway were operated and controlled by the C.P.R., but the Electric Company shall not have the right to quote rates to or from any point on or reached by the C.P.R. without the approval, in writing, of the C.P.R.'s duly authorized traffic officers.

The Electric Company shall run passenger trains to connect with all of the regular passenger trains of the C.P.R. that are scheduled to stop at Hull station.

The Electric Company shall construct spur tracks from the sidings, or yard, of the C.P.R. at Hull, to Gilmour's Mills and Eddy & Company's mills and factory at Hull, and shall perform the service of switching empty and loaded cars between the above mentioned mills and the C.P.R.'s siding at Hull station. As compensation for that service the C.P.R. shall pay the Electric Company one dollar (\$1) for each loaded car and fifty cents (50c) for each empty car switched.

During the said term the Electric Company shall keep the said railway in good repair and at the expiry of the lease shall transfer the same to the C.P.R. with its tracks, buildings and appurtenances in as good condition as they were received.

The Electric Company will protect and indemnify the C.P.R. against every loss, damage or claim which may arise in consequence of the working of the said railway under the lease and shall do and perform all the acts, conditions, matters and things which the C.P.R. is bound to do and perform in respect of the said railway and of the Government of Canada.

The Electric Company will bear and pay all expenses incurred in doing and performing all such acts, matters and things as are now or may hereafter be required for the maintenance and operation of the said railway in conformity with the laws of the Dominion of Canada.

The Electric Company will not transfer or set over or otherwise by any act or deed procure the said railway or any part thereof or the lease or any interest acquired by virtue of it to be assigned, transferred, set over or sub-let to any person or persons whomsoever or to any corporation whatsoever without the consent in writing of the C.P.R. or its successors or assigns first had or obtained.

And the Electric Company will during the said term provide and efficiently use on the said railway the property, equipment motive power and apparatus described in the said schedule.

A failure to fulfil any of the above covenants on the part of the Electric Company shall *ipso facto* terminate this agreement and the said lease if it shall have been executed and thereupon without delay or process of law, the C.P.R. may at its option take possession of the said railway (surrendering to the Electric Company the electric equipment and appurtenances) and thereafter hold it and operate it as its own property without any right on the part of the Electric Company on that account to claim any compensation revenue or consideration of any description.

The above clauses of this agreement are to take effect as soon as it receives the consent and approval requisite to make it legally valid.

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

THE CANADIAN PACIFIC RAILWAY COMPANY.

T. G. SHAUGHNESSY,  
*Vice President.*

C. DRINKWATER,  
*Secretary.*

THE HULL ELECTRIC COMPANY.

JAMES GIBSON,  
*Sec'y Treas.*

W. J. CONROY,  
*President.*

SCHEDULE A.

(Referred to in Agreement.)

The Hull Electric Company shall provide at Deschenes Mills, or at some other point on the leased section, the necessary power house, power and plant for producing eight hundred and fifty (850) horse-power, or as much more as may be required to efficiently handle the traffic on the leased section.

They will equip the leased section with the most modern and complete electrical apparatus, build the pole lines, provide the necessary electric locomotive, or locomotives, and perform all the necessary works to enable the Electric Company to perform the service connected with the movement of freight and passenger business promptly and efficiently.

The Electric Company shall also provide as many closed and open passenger cars, as well such mail, express and baggage cars as may be necessary for the reasonable requirements of the public, all subject to the approval of the managing officer of the C.P.R.

T. G. SHAUGHNESSY.

## SECOND SCHEDULE.

Province of Quebec, }  
District of Ottawa. }

Meeting of May 7th, 1894.

At a regular monthly meeting of the council of the city of Hull, held in the City Hall of the said city at 7.30 p.m. on Monday, 7th May, 1894, at which meeting were present: His Honour the Mayor, E. S. Aubry in the chair, and Aldermen Martel, Graham, Wright, Farley, Laurin, Poirier, Sabourin, Falardeau, Boulton, Raymond and Brisebois, forming a quorum of the said council.

### BY-LAW No. 61.

Whereas Théophile Viau, contractor, hath by his petition shown that it is advantageous to the said city, and especially to the working class, to establish a line of electric cars connecting Hull with Aylmer, Gatineau Point and Ironside, and also a system of lighting and heating with electricity, natural gas, or otherwise; whereas the said Viau, in order to enable him to carry out his undertaking, has applied to the corporation for certain privileges, consisting chiefly in an exclusive right for a certain number of years and also in an exemption, for a certain period, from taxation.

And whereas this corporation, in the public interest, believes that it is expedient to comply with the said petition; therefore, the council of the city of Hull ordains and enacts as follows:—

1st. From and after the publication of this by-law, Théophile Viau, contractor, of the city of Hull, either personally, or with any other persons in association with whom he may think proper to contract, and his or their lawful heirs or representatives, shall have an exclusive right, during thirty-five years, to construct, complete and maintain in operation a city railway with double or single track, to be worked by electricity or any other motive power, except steam or horsepower, the said railway to connect Hull with Aylmer and Gatineau Point and Ironside.

2nd. The said street railway may pass along one or more of all the streets of the city of Hull, provided always that the circulation of foot passengers and vehicles shall not in any manner be diminished, prevented or endangered by the said railway.

3rd. From and after publication hereof, the said Théophile Viau, personally or with any other persons with whom he shall associate himself, and his or their legal heirs or representatives, shall have the exclusive privilege for thirty-five years of establishing in the city of Hull a system of lighting and heating by electricity or by natural gas or otherwise.

4th. The city of Hull, by this by-law concedes to the said Viau personally, or to the association or Company he may hereafter think proper to form, the exclusive rights above mentioned in paragraphs one and three hereof, as the said city now holds and is entitled to concede the same.

5th. By this by-law the said city of Hull grants to the said Théophile Viau and to any association or Company he may hereafter think proper to form for the exercise of this privilege, exemption from taxes and other municipal charges on the said railway, on all immovable property, workshops, powerhouse, sheds and other buildings and structures necessary to the working of the said railways and system of lighting and heating and on the rails and on all materials necessary to the working of the said railway, including the cars and wagons and other personal property necessary to the working of the said street railway, as well as on the revenue of the said Viau or of his said Company or association derived from the working of the said railway, for a period of fifteen years from and after the publication hereof, and on the expiration of the said fifteen years, the city of Hull may renew the said exemption from taxes for another period of fifteen years; but the said exemption from taxes shall not apply to other immovable property of the said Viau or of the said association or Company.

6th. The said Théophile Viau or the said association or Company which he may think proper to form shall commence work on the said railway and on the system of light and heating within two years from the publication of this by-law, otherwise the privileges hereby granted shall *ipso facto* be withdrawn from him, and shall cease to exist in his favour.

7th. The said Viau or the said association so formed, shall be bound, within the first year wherein the said work shall have been commenced, to expend a sum not less than fifteen thousand dollars on the construction and working of the said railway or of the said light and heating system, apart from all expenditure for water power, and at least five thousand dollars a year thereafter for ten years; and on the report of two competent persons appointed by the city of Hull to the effect that the sum of at least fifteen thousand dollars has not been expended within the said first year from the commencement of the said works, the privileges hereby granted shall *ipso facto* cease to exist and shall be taken away from the said Viau or from his said association or Company, without any remuneration for works done, which latter shall belong to the said city, to be disposed of as the said city may think proper.

8th. That the works connected with the said street railway and light and heat system shall moreover be subject to all conditions, restrictions and obligations imposed by the said city of Hull, and to all conditions, restrictions and obligations imposed by law.

9th. At the expiration of twenty-five years from the publication of this by-law, or at any time thereafter, the City of Hull shall have the right to purchase the said system of lighting and heating and street railway, the price thereof to be fixed by mutual consent, or failing such consent, by arbitration, in accordance with the usual formalities required by law.

10th. In case of an amalgamation or union with the present "Ottawa Electric Railway Co." or right of way over the line of the said latter company, the said Viau or his said Company, and the said amalgamated or united companies shall not charge more than five cents for the whole trip within the limits of Hull and of Ottawa.

Given under the common seal of the corporation of the city of Hull, the day and year above stated.

E. S. AUBRY,  
*Mayor.*

JOHN F. BRAULT,  
*Clerk.*

### THIRD SCHEDULE.

THIS INDENTURE OF AGREEMENT made the tenth day of June, one thousand eight hundred and ninety-six, BETWEEN THE GATINEAU MACADAMIZED AND GRAVELLED ROAD COMPANY, a body politic and corporate, duly incorporated under the laws of the province of Quebec, and having its chief office and principal place of business at the city of Hull, in the county of Ottawa, and said province of Quebec, party of the first part, and

THE HULL ELECTRIC COMPANY, a body politic and corporate, duly incorporated under the laws of the said Province of Quebec, and having its chief office and principal place of business at the city of Hull aforesaid, party of the second part.

WHEREAS the party of the first part is a corporation duly constituted under the provisions of the statutes of the province of Quebec, concerning the construction of roads and certain other works.

AND WHEREAS by an Act of the Legislature of the said province of Quebec, being 58 Victoria, chapter 69, the party of the second part was duly incorporated.

AND WHEREAS the parties of the first and second parts have entered into an agreement by which permission has been granted to the party of the second part to operate a line of street railway by electricity or other motive power, from Eddy's corners to the Canadian Pacific Railway station, on the road owned by the said party of the first part, in the said city of Hull, under the terms and conditions hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of the covenants and agreements on the part of the party of the second part herein contained the consent, permission and authority of the party of the first part, is hereby granted to the party of the second part and their successors and assigns, to construct, complete, maintain and operate during the term of thirty-five years, being the term for which the party of the second part holds franchise from the said city of Hull, a double or single iron railway, the propelling power of which shall be electricity or other motive power, along the roadway of the

party of the first part, extending from Eddy's corners in the city of Hull, to the Canadian Pacific Railway station at Hull aforesaid, in the manner and on the terms and subject to the conditions, restrictions and provisoes hereinafter contained, and also subject to the provisions of the statutes of the province of Quebec, concerning the construction of roads and certain other works and generally to the laws of the province of Quebec or any amendments thereto that may be enacted from time to time during the currency of this agreement so far as the same shall not be inconsistent with these presents.

The manner, terms, conditions, restrictions and provisoes under which the party of the second part may exercise the powers hereinabove mentioned are as follows:—

1. The party of the first part hereby authorizes the use of passenger and other cars to take, transport and carry passengers, freight and baggage upon the same.

2. The party of the second part shall have the right to place one or two lines of rails from Eddy's corners to the said Canadian Pacific Railway station, and also to place poles on both sides of the road from and to the above named places.

3. The location of the lines of rails to be put down by the party of the second part on the said roadway shall be agreed upon and arranged between the engineer of the party of the second part and the managing director of the party of the first part.

4. The lines of said railway shall be of the guage of four feet eight and one-half inches and the rails shall be the standard "T" rail of not less than fifty-six pounds to the yard and shall be laid, kept and maintained by the party of the second part flush with the roadbed of the party of the first part and in such manner as shall least obstruct the free and ordinary use of the said road and highway and the passage of vehicles and carriages over the same.

5. The party of the second part shall not be required to pay to the party of the first part any sum of money for the privilege and permission above granted but in lieu of the payment of any sum of money the party of the second part shall maintain the whole of the road site of the said Gatineau Macadamized and Gravelled Road Company which is sixty feet wide aforesaid from Eddy's Corner to the said Canadian Pacific Railway station in proper condition and state of repair as that part of the roadway of the party of the first part, extending from the Canadian Pacific Railway station aforesaid to Brigham's. And in the event of any dispute arising between the parties of the first and second parts concerning the condition and state of repair of the said roadway from Eddy's corners to the said Canadian Pacific Railway station, the dispute may be decided by and between the managing directors respectively of the party of the first part and of the party of the second part; and in the event of the managing directors of the said parties respectively failing to agree on the matter, all disputes and disagreements with respect to the condition and state of repair of the said roadway shall be left to the decision of the city engineer of the City of Hull, in the said Province of Quebec, whose decision shall be final and conclusive.

6. The party of the second part shall pay and discharge all taxes whether for municipal or civil purposes or otherwise as

well as all and any special tax or taxes of whatsoever kind and nature affecting that part of the said roadway from Eddy's corners to the said Canadian Pacific Railway Station.

7. The location of the poles, tracks and rails shall be subject to the approval of the party of the first part and the tracks shall conform to the grades along the said roadway and the said party of the second part shall not in any way alter or change the same.

8. In the event of two lines of rails being laid by the party of the second part along the said roadway, the party of the second part shall at its own cost and expense widen the bridge now spanning Brewery creek, which crosses said roadway, in such a manner that there shall be left on one side of the bridge a clear wagon way between the rails and the outside of the bridge of at least twenty feet between the said rails and the outside of the bridge.

9. In the event of the party of the second part putting down and laying only one line of rails then in such case the party of the second part shall leave on one side of the said bridge a clear space sufficient to secure a proper wagon way from and between the rails and the outside of the bridge aforesaid of at least twenty feet.

10. The party of the second part shall at all times during the currency of the present agreement keep and maintain the bridge spanning Brewery creek aforesaid in a good and proper state of repair. It is hereby agreed that the party of the second part may strengthen the said bridge and if necessary widen the same provided the ordinary traffic and passage way for wagons and vehicles are not in any way interfered with or rendered less secure or in any way impaired.

11. In case the party of the second part shall fail to keep in a proper and sufficient state of repair the tracks of their said railway, the party of the first party after one week's notice in writing to the managing director of the party of the second part may do the said repairs at the expense of the party of the second part and the same may be recovered in any court of Justice, should the party of the second part refuse to pay the same.

12. The party of the second part shall remove from the said roadway and from every part of the highway in question and along the whole length and width of the said highway such snow as may fall thereon naturally and also such snow as may slide or fall thereon from the roofs of buildings along the said highway, or any part thereof, and to remove the same from the said highway. Provided, however, that snow to such a depth as may be determined by the managing director of the party of the first part from time to time shall be left on the road for sleighing and in the event of the party of the second part neglecting to remove the snow from the said highway as directed by the managing director of the party of the first part, the same shall be removed by the party of the first part and the costs and expense of said removal and all expenses incurred by reason of such non-removal by the party of the second part shall be paid to the party of the first part by the party of the second part on demand.

13. The party of the second part shall not make use of salt only on their rails and then only as provided by the managing director of the party of the first part.

14. The party of the second part shall be exempt from the payment to the party of the first part of all tolls or other dues of whatsoever kind.

15. The party of the second part shall be liable for all damages which may be occasioned to any person or persons by reason of the construction, maintenance and operation of the said railway and shall indemnify and keep indemnified and save harmless the party of the first part at all times from all costs, damages and expenses of every nature and kind whatsoever which the party of the second part may be put to by reason of the improper or imperfect execution of their works or any of them or by reason of the said works becoming unsafe or out of repair or otherwise howsoever; and should the party of the first part incur, pay or be put to any such costs, damages or expenses the party of the second part shall forthwith on demand repay the same to the party of the first part.

16. The tracks of the railway and all works necessary for constructing and laying the same shall be built and laid in a substantial manner and according to the best modern practices.

17. Before breaking up, opening or interfering with any part of the said highway for the purpose of constructing the railway, the party of the second part shall give the party of the first part notice of their intention so to do, and when the works shall have been commenced the works shall be proceeded with without intermission and as rapidly and as safely as the same can be carried on.

18. Before commencing any work of altering or repairing the party of the second part shall give the party of the first part notice of their intention so to do, and when the work of altering or repairing shall have been commenced the same shall be proceeded with without intermission and as rapidly and as safely as the same can be carried on.

19. The party of the first part shall not give or grant to any person or persons, private individuals or corporations, permission or privilege of constructing lines of railway along the said highway or do anything which may tend to in any way interfere with the permission and privileges hereby granted to the party of the second part.

20. It is hereby specially covenanted, agreed and understood that the party of the first part does not in any way dispossess itself of any of its rights of property and ownership or of the possession in and to any part of the road in question on behalf of the party of the second part, but the party of the first part shall continue to be as heretofore the sole and only absolute owner of the said roadway, and of all and every part and parcel thereof and entitled to the possession thereof subject to the permission and privileges hereby granted; and it is further covenanted, agreed and understood that the party of the second part by the present agreement acquires simply and only the right of laying two lines of rails along the said highway on the terms and conditions and in the manner above set forth.

And it is further covenanted, agreed and understood that the party of the first part shall retain at all times the exclusive right to place toll gates at such place or places and collect



such tolls as they may deem advisable under the provisions of the Act of incorporation of the said party of the first part and its by-laws.

In WITNESS WHEREOF the parties of the first and second parts have caused their corporate seals to be affixed under the hand of the Presidents and Managing Directors respectively of the said parties.

Signed, sealed and delivered in the presence of,	{	GATINEAU MACADAMIZED & GRAVEL- LED ROAD COMPANY, (Seal) C. R. CUNNINGHAM, <i>President.</i> JAMES MATHER.
J. A. WADSWORTH.		

H. J. GIBSON.	{	THE HULL ELECTRIC COMPANY. (Seal) W. J. CONROY, <i>President.</i> JAMES GIBSON, <i>Secy.-Treas.</i>
---------------	---	--

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to change the name of the Hull  
Electric Company to the Hull and  
Aylmer Railway Company and for  
other purposes.

---

Received and read a first time, Wednesday,  
9th September, 1896.  
Second reading, Thursday, 10th September,  
1896.

---

(PRIVATE BILL.)

MR. DEVLIN.

---

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

## An Act respecting the Hull Electric Company.

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

WHEREAS, the Hull Electric Company was duly incorporated under chapter sixty-nine of the statutes of the province of Quebec, 1895, first session; and whereas the said company has, by its petition, represented that it is desirable that a certain agreement for a lease of the Aylmer Branch of the Canadian Pacific Railway to the said company for a term of thirty-five years should be ratified and confirmed; and whereas the said company has, by its petition, prayed that an Act be passed to confirm the said agreement and for the other purposes herein mentioned; and whereas it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows:—

1. The works hereinafter authorized are hereby declared to be works for the general advantage of Canada.

2. The Hull Electric Company hereinafter called the Company may, with the consent of the Governor in Council and upon such terms as he prescribes, construct and extend its railway to and over the Union Bridge and the approaches thereto, and over the public works and bridges in the vicinity thereof to the city of Ottawa, and may make whatever erections and do all such things as are necessary for such purpose; and may also extend its railway into the city of Ottawa and on, over and along the streets thereof, subject to the following proviso: that as regards so much of its line of railway as is or may be within the city of Ottawa, the Company shall only exercise the powers conferred by this Act as to the location, construction and operation of its railway upon such streets, and upon such terms and conditions and for such periods as the council of the said city may approve by by-law.

3. The operation of so much of the Company's line of railway as may be within the province of Ontario shall be subject to the statutes of Ontario in force from time to time in relation to street railways.

4. The agreement between the Hull Electric Company and the Canadian Pacific Railway Company, a copy of which is contained in the schedule hereto, is hereby confirmed and

Preamble.

Que. 1895, 1st  
Sess., c. 69.

Declaratory.

Company may  
extend rail-  
way over  
union bridge  
into Ottawa.

Proviso.

Approval of  
city council.Company line  
to be subject  
to Ontario  
statutes.Agreement  
with C. P. R.  
confirmed.

Further agree-  
ments autho-  
rized.

declared to be legal and binding upon the respective parties thereto, and each of them may do whatever is necessary in order to give effect to the substance and intention thereof, and such modification thereto as the directors of said companies may mutually agree upon, and the possession by the Company of the said railway under the lease to be given by the Canadian Pacific Railway Company in pursuance of the said agreement shall be held to be a fulfilment by the Company of the obligation under its charter to construct a railway or tramway to Aylmer aforesaid, and other places referred to in its charter, and other points on the lines thereof; and the Company and the Canadian Pacific Railway Company are hereby respectively authorized and empowered to make such other and further deeds and agreements as they may deem expedient or proper for the purposes of securing to the said Hull and Aylmer Railway Company the right of running its trains and cars over the bridges of the Canadian Pacific Railway Company between the cities of Ottawa and Hull, and of running and operating said trains and cars upon the railway tracks of the Canadian Pacific Railway Company within the City of Ottawa for such periods of time and for such considerations and upon such conditions as may be mutually agreed upon by the respective boards of directors of these companies.

Extent of  
powers.

5. Nothing in this Act contained shall confer on the Company any additional powers, franchises, rights or privileges in the city of Hull beyond those held, acquired or possessed by the Hull Electric Company at the time of the passing of this Act; and the Company shall be entitled only to do such things and exercise such rights, powers, privileges and franchises in the city of Hull and in and upon the streets thereof under the Act cited in the preamble to this Act as the Hull Electric Company might have done or exercised at the time of the passing of this Act, under by-law number sixty-one of the city of Hull, chapter sixty-nine of the statutes of the province of Quebec, 1895, first session, and the agreement made between the city of Hull and Théophile Vian dated the fifth of October, eighteen hundred and ninety-four before N. Tetreau, notary public.

#### SCHEDULE.

THIS INDENTURE made the sixteenth day of March, A.D. 1896, between THE CANADIAN PACIFIC RAILWAY COMPANY, hereinafter called "The C.P.R." of the one part, and THE HULL ELECTRIC COMPANY hereinafter called "The Electric Company" of the other part.

WITNESSETH that the parties hereto do hereby respectively covenant the one with the other as follows:—

It being intended that the C.P.R. will demise to the Electric Company the railway of the C.P.R. between Aylmer and the point at which it joins the C.P.R.'s main line near Hull, in the province of Quebec, about nine miles in length as hereinafter mentioned, hereinafter called "the said railway."

The Electric Company covenants that it will forthwith after the execution of these presents begin and thenceforward will continue to equip the said railway and its appurtenances so that

the same can be conveniently and efficiently operated by electricity, and will complete such equipment on or before the first day of July next, time being of the essence of the contract, and that in doing so all work shall be so managed and all material so furnished and handled by the Electric Company as not to interfere with the convenient operation of the said railway by the C.P.R. either for freight or passenger traffic or any other business until the day when the use of steam power on the said railway can be abandoned and the traffic thereon efficiently handled by the Electric Company; the character of the equipment, including power installations, passenger cars, electric motors, locomotives and all other matters to be furnished and completed according to specifications hereto attached as schedule "A."

The C.P.R. covenants that as soon as the said railway and its appurtenances are so equipped as aforesaid it will join with the Electric Company in executing the lease thereof to the Electric Company hereinafter more particularly described and will, in pursuance of such lease, deliver over to the Electric Company possession and control of the said railway in pursuance of the terms of the said lease.

The said lease shall contain covenants and provisions to the following effect:

The demise shall be for the term of thirty-five (35) years, terminable as hereinafter mentioned, which period is hereinafter referred to as "the said term."

The rent shall be five thousand dollars per annum, payable quarterly, without deduction on any ground whatsoever.

The Electric Company shall pay all taxes and other impositions in respect of the said railway and its appurtenances during the said term whether imposed for provincial, municipal or school purposes or any other purpose whatsoever.

During the said term the Electric Company will at all times make the arrangements hereinafter described as profitable to the C. P. R. as can be accomplished by handling and carrying on the business of the said railway as an electric railway with efficiency and dispatch.

The passenger business shall be carried in the cars of the Electric Company, and the freight business in the freight cars belonging to the C. P. R. or other railway companies, excepting freight business between local stations on the said railway, for which the Electric Company shall furnish such freight cars as may be best adapted to the work.

All freight, passenger and express business originating on or passing over the said railway destined to points reached by the C.P.R.'s line or its connections, shall be handed to the C.P.R. at Hull station, and all passenger or freight business from the C.P.R. destined to points on or reached via the said railway shall be handed to the Electric Company at Hull station.

All empty freight cars required for the traffic from or over the said railway shall be hauled free from Hull to the point, or points, where the car or cars may be required.

The local earnings, that is, the earnings on all passenger or freight traffic between stations on the said railway shall belong to the Electric Company.

The through passenger or freight earnings, that is, the earnings on traffic between any point on the C.P.R.'s line or its connections, and any point on or reached via the said railway, shall be divided between the Electric Company and the C.P.R. in the proportion which the mileage of the said railway bears to the whole mileage over which the traffic was carried from point of origin to destination.

The C.P.R. shall have the right to quote rates for traffic of every description to or from any point on or reached via the said railway as if the said railway were operated and controlled by the C.P.R., but the Electric Company shall not have the right to quote rates to or from any point on or reached by the C.P.R. without the approval, in writing, of the C.P.R.'s duly authorized traffic officers.

The Electric Company shall run passenger trains to connect with all of the regular passenger trains of the C.P.R. that are scheduled to stop at Hull station.

The Electric Company shall construct spur tracks from the sidings, or yard, of the C.P.R. at Hull, to Gilmour's Mills and Eddy & Company's mills and factory at Hull, and shall perform the service of switching empty and loaded cars between the above mentioned mills and the C.P.R.'s siding at Hull station. As compensation for that service the C.P.R. shall pay the Electric Company one dollar (\$1) for each loaded car and fifty cents (50c) for each empty car switched.

During the said term the Electric Company shall keep the said railway in good repair and at the expiry of the lease shall transfer the same to the C.P.R. with its tracks, buildings and appurtenances in as good condition as they were received.

The Electric Company will protect and indemnify the C.P.R. against every loss, damage or claim which may arise in consequence of the working of the said railway under the lease and shall do and perform all the acts, conditions, matters and things which the C.P.R. is bound to do and perform in respect of the said railway and of the Government of Canada.

The Electric Company will bear and pay all expenses incurred in doing and performing all such acts, matters and things as are now or may hereafter be required for the maintenance and operation of the said railway in conformity with the laws of the Dominion of Canada.

The Electric Company will not transfer or set over or otherwise by any act or deed procure the said railway or any part thereof or the lease or any interest acquired by virtue of it to be assigned, transferred, set over or sub-let to any person or persons whomsoever or to any corporation whatsoever without the consent in writing of the C.P.R. or its successors or assigns first had or obtained.

And the Electric Company will during the said term provide and efficiently use on the said railway the property, equipment motive power and apparatus described in the said schedule.

A failure to fulfil any of the above covenants on the part of the Electric Company shall *ipso facto* terminate this agreement and the said lease if it shall have been executed and thereupon without delay or process of law, the C.P.R. may at its option take possession of the said railway (surrendering to the Electric Company the electric equipment and appurtenances) and thereafter hold it and operate it as its own property

without any right on the part of the Electric Company on that account to claim any compensation revenue or consideration of any description.

The above clauses of this agreement are to take effect as soon as it receives the consent and approval requisite to make it legally valid.

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

THE CANADIAN PACIFIC RAILWAY COMPANY.

T. G. SHAUGHNESSY,  
*Vice President.*

C. DRINKWATER,  
*Secretary.*

THE HULL ELECTRIC COMPANY.

JAMES GIBSON,  
*Sec'y Treas.*

W. J. CONROY,  
*President.*

SCHEDULE A.

(Referred to in Agreement.)

The Hull Electric Company shall provide at Deschenes Mills, or at some other point on the leased section, the necessary power house, power and plant for producing eight hundred and fifty (850) horse-power, or as much more as may be required to efficiently handle the traffic on the leased section.

They will equip the leased section with the most modern and complete electrical apparatus, build the pole lines, provide the necessary electric locomotive, or locomotives, and perform all the necessary works to enable the Electric Company to perform the service connected with the movement of freight and passenger business promptly and efficiently.

The Electric Company shall also provide as many closed and open passenger cars, as well such mail, express and baggage cars as may be necessary for the reasonable requirements of the public, all subject to the approval of the managing officer of the C.P.R.

T. G. SHAUGHNESSY.

No. 20.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to change the name of the Hull  
Electric Company to the Hull and  
Aylmer Railway Company, and for  
other purposes.

---

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

---

(PRIVATE BILL.)

Mr. DEVLIN.

---

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



An Act to incorporate the Columbia Telephone and  
Telegraph Company.

**WHEREAS** the persons hereinafter named have by their Preamble.  
petition prayed to be incorporated for the purposes and  
with the powers hereinafter set forth, and it is expedient to  
grant the prayer of the said petition : Therefore Her Majesty,  
5 by and with the advice and consent of the Senate and House of  
Commons of Canada, enacts as follows :—

**1.** Nathan Russel Stone, Angus MacNish, William Brown, Incorporation.  
Charles Wilfrid McMillan and such persons as become share-  
holders in the company hereby incorporated are hereby created  
10 a body corporate and politic under the name of "The Columbia  
Telephone and Telegraph Company," hereinafter called "the  
Company." Corporate name.

**2.** The head office of the Company shall be at the town of Head office.  
Rossland in the province of British Columbia, or at such other  
15 place in the said province as is determined by a majority of the  
shareholders present or represented at any annual or special  
general meeting called for that purpose.

**3.** The capital stock of the Company shall be fifty thousand Capital stock.  
dollars divided into shares of one hundred dollars each, and  
20 after the whole amount of the capital stock has been subscribed  
and ninety per cent paid thereon the capital sum may be in-  
creased from time to time to a total amount not exceeding two  
hundred and fifty thousand dollars in shares of one hundred  
dollars by resolution of the board of directors, ratified by a  
25 majority in value of the shareholders present or represented at  
any annual general meeting or any special meeting of the  
shareholders called for that purpose.

**4.** Nathan Russel Stone, Angus MacNish, William Brown Provisional  
and Charles Wilfrid McMillan shall be the first or provisional directors.  
30 directors of the Company.

**5.** When and so soon as twenty thousand dollars of the Election of  
capital stock have been subscribed and fifty per cent of that directors.  
amount has been paid into some chartered bank in Canada,  
the provisional directors shall call a meeting of the share-  
35 holders of the Company at Rossland, or at some place to be  
named in the said province, at which general meeting the share-  
holders present in person or represented by proxy, who have  
paid not less than ten per cent on the amount of shares sub-  
scribed for by them, shall elect the board of directors ; but no

person other than a shareholder eligible to vote shall be permitted to vote or act as a proxy at any meeting of the Company.

Company may acquire electrical patents. Build telephone and telegraph lines.

6. The company may purchase, acquire and hold, sell and deal in any patents of invention covering any electrical device or apparatus, and may (subject as hereinafter provided), build, construct and operate any lines with the necessary connections for the transmission of messages by telephone and telegraph in the province of British Columbia, within and throughout the town sites of Trail, Rossland, Grand Forks, Carson, Greenwood City, Boundary Falls, Midway, Rock Creek, Camp McKinney and in the district between said town sites, and connect with the lines of the Spokane and Columbia Telephone and Telegraph Company at a point at the international boundary line between Rossland and Northport, and with the lines of any other telephone or telegraph company at any other point on the international boundary line in the said province, with power to build, construct, equip and operate branch lines, and extensions to any town, mining camp or mineral claim in the districts of West Kootenay and Yale in the said province, either by land or by water, and upon, along, across, over or under any public roads, highways, streets, bridges, watercourses or other such places, and any navigable or non-navigable waters, and may undertake the transmission of messages for the public by all or any such line or lines, or any portion thereof; provided that the same shall be so constructed and maintained as not to interfere with the public use of such roads or highways, or injuriously interrupt the navigation or use of such waters and watercourses; and provided also that nothing herein contained shall confer on the Company the right of building a bridge over any navigable water; and the Company may make connection for the purposes of their business with the lines of any telephone or telegraph company in Canada.

Public rights preserved.

May not build a bridge.

May enter on public roads, etc.

Erect poles.

Stretch wires.

Break up roads.

Travel not to be obstructed.

7. With the consent of the municipal council having jurisdiction over the roads and streets of any city, town or municipality the company may, by their servants, agents or workmen enter upon any public road, highway, street, bridge, watercourse, navigable or non-navigable water or other such places in any city, incorporated town, village, county, municipality, or other place, for the purpose of constructing, erecting, equipping, working and maintaining their line or lines of telephone and telegraph upon, along, across, over and under the same; and may erect, equip and maintain such and so many poles or other works and devices as the company deem necessary for making, completing and supporting, using, working, and maintaining the system of communication by telephone and telegraphs and may stretch wires and other telephonic and telegraphic contrivances thereon, and as often as the Company, their agents, officers or workmen think proper, may break up and open any part whatsoever of the said public roads, highways, streets, bridges, watercourses navigable and non-navigable waters and other like places, subject, however, to the following provisions, that is to say;

(a.) The Company shall not interfere with the public right of travelling on or using such public roads, highways, streets,

bridges or watercourses, and other like places, and shall not do any unnecessary damage, nor in any way obstruct the entrance to any door or gateway or free access to any building erected in the vicinity ;

- 5 (b.) The Company shall not affix any wires less than twenty-two feet above the surface of the street or road, nor erect more than one line of poles along any street or road, without the consent of the municipal council having jurisdiction over the roads or streets of the municipality ; Height of wires.
- 10 (c.) In all municipalities the poles shall be nearly as possible straight and perpendicular, and shall, in cities, be painted, if so required by any by-law of the council ; Kind of poles.
- (d.) Whenever, in case of fire, it becomes necessary for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred ; Cutting poles or wires in case of fire.
- 15 (e.) The Company shall be responsible for all damage which their agents, servants or workmen cause to individuals or property in carrying out or maintaining any of their said works ; Liability for damage.
- (f.) The Company shall not cut down or mutilate any shade, fruit or ornamental trees ; Trees.
- 25 (g.) In all municipalities the opening up of streets for the erection of poles, or for carrying the wires under ground, shall be subject to the direction and approval of such engineer or other official as the council appoints, and shall be done in such manner as the council directs ; the council may also direct and designate the places where the poles are to be erected in such municipality ; and the surface of the street shall in all cases be restored as far as possible to its former condition by and at the expense of the Company ; Approval of municipality.
- 30 (h.) No Act of Parliament requiring the Company, in case efficient means are devised for carrying telegraph or telephone wires under ground, to adopt such means, and abrogating the right given by this section to continue carrying lines on poles through cities, towns or incorporated villages, shall be deemed an infringement of the privileges granted by the Act, and the Company shall not be entitled to damages therefor ; Location of poles.
- 35 (i.) No person shall labour upon the work of erection or repairing any line or instrument of the Company, without having conspicuously attached to his dress a medal or badge on which shall be legibly inscribed the name of the Company and a number by which he can be readily identified ; Company may be required to carry wires underground.
- 40 (j.) Nothing herein contained shall be deemed to authorize the company, their servants, workmen or agents to enter upon any private property for the purpose of erecting, maintaining or repairing any of their works without the previous assent of the owner or occupant of the property for the time being ; Workmen to wear badges.
- 45 (k.) If in the removal of buildings or if in the exercise of the public right of travelling on or using any public road, highway or street, it becomes necessary that the said wires or poles be temporarily removed, it shall be the duty of the company at its own expense upon reasonable notice in writing from any person requiring the same, to remove such wires or poles, and in default of the Company so doing it shall be lawful for Private rights.
- 50 Temporary removal of wires and poles.
- 55 Notice to company.

such person to remove the same at the expense of the Company, doing no unnecessary damage thereby, provided that nothing in this Act contained shall give the Company the exclusive right to place or erect any poles for wires or place such wires at any place;

Approval of rates by Governor in Council.

(l.) No rates or charges shall be demanded or taken from persons leasing or using the telephones of the company until such rates or charges have been approved of by the Governor in Council.

5

Company may deal in electrical supplies.

8. The Company may manufacture, operate, sell, purchase, lease or otherwise deal in electrical instruments and appliances and may carry on a general electrical supply, operating and manufacturing business in any part of Canada, and as such may purchase, acquire and hold patents of invention and may manufacture electrical instruments, machinery and plant, and may sell, lease, purchase and deal generally in the same.

Issue of bonds.

9. The Company may borrow such sum of money as is necessary for carrying out any of its objects or purposes and may issue bonds therefor in sums of not less than one hundred dollars each, which shall be a first charge upon the undertaking and property, real and personal, and the lines, works, and plant of the Company, such bonds being payable at such times, in such sums, and at such rates of interest as the directors determine: provided that the bonds issued and outstanding from time to time shall never exceed seventy-five per cent of the then total amount of the paid up capital of the Company; and, provided also, that no mortgage, pledge, hypothecation or charge of or on any of the real estate, and no issue of bonds shall be made or given until sanctioned by a vote of the shareholders present in person or represented by proxy and representing two-thirds in value of the shares of the Company at a special general meeting duly called for that purpose.

Approval of shareholders.

No. 21.

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act to incorporate the Columbia Telephone and Telegraph Company.

Received and read a first time Wednesday,  
9th September, 1896.  
Second reading Thursday, 10th Sept., 1896.

(PRIVATE BILL.)

Mr. BOSTROCK.

OTTAWA

Printed by S. E. DAWSON

Printer to the Queen's most Excellent Majesty  
1896

No. 22]

**BILL.**

{ 1896.  
2ND SESS.

An Act to amend the Act incorporating the Eastern Trust Company.

WHEREAS the Eastern Trust Company has by its petition Preamble.  
prayed that an act be passed to amend as hereinafter  
set forth, chapter eighty-four of the Statutes of 1893, and it  
5 is expedient to grant the prayer of the said petition: There- 1893, c. 84.  
fore Her Majesty, by and with the advice and consent of the  
Senate and House of Commons of Canada enacts as follows:—

1. Section four of chapter eighty-four of the Statutes of Section 4  
1893, is hereby amended by adding to paragraph (b) thereof amended.  
10 the following words “when acting as trustee in any province  
of Canada in any other securities in which trustees by the  
laws of that province have power to invest trust funds, or”

2. The board of directors may annually elect from their Executive  
number an executive committee of not less than three nor committee of  
15 more than seven, and such committee shall have such power board.  
and authority as is from time to time delegated to it by the  
board of directors.

No. 22.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to amend the Act incorporating the  
Eastern Trust Company.

---

Received and read a first time, Wednesday,  
9th September, 1896.  
Second reading, Thursday, 10th September,  
1896.

---

(PRIVATE BILL.)

MR. BORDEN,  
(Halifax.)

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act further to amend the Dominion Lands Act.

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

1. The sub-clause substituted by section three of chapter 5 twenty-four of the statutes of 1891, for sub-clause six of clause thirty-eight of *The Dominion Lands Act*, chapter fifty-four of the Revised Statutes, is hereby repealed and the following substituted therefor:—

R.S.C., c. 54,  
s. 38 amended.

“6. In addition to the cases hereinbefore mentioned, any person claiming a patent under a homestead entry, or under a homestead and pre-emption entry, shall be entitled thereto upon proving, to the satisfaction of the Minister or of the Commissioner of Dominion Lands or of the Dominion Lands Board,—

Other conditions on which patent may be obtained.

15 “(a.) That he has resided upon the quarter-section which was the subject of his entry for three years prior to his application for a patent ;

Residence.

“ (b.) That within the first of the three years and in each of the two succeeding years he has cultivated not less than one

Cultivation.

20 acre for garden purposes ;

“ (c.) That he has fenced sufficient land to be considered a *bona fide* settler ;

Fencing.

“ (d.) That he has fifty head of stock ;

Stock.

25 “ (e.) That he has erected stables and outhouses sufficient to winter fifty head of cattle.”

Stables, etc.

2. Section five of chapter twenty-four of the statutes of 1881, is hereby repealed, and it is hereby enacted that the privilege of obtaining patents under sub-clauses six and seven of clause thirty-eight of *The Dominion Lands Act*, shall be discontinued only from and after the first day of January, one thousand nine hundred.

1891, c. 24,  
s. 5 repealed.

30 Privilege extended to 1st January, 1900.

3. In the case of a homesteader who has served in the North-west Mounted Police Force, five years' service in the said force may be counted as equivalent to one year's residence on his homestead.

Reckoning of service in N. W. Mounted Police.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act further to amend the Dominion  
Lands Act.

---

Received and read a first time, Wednesday,  
9th September, 1896.  
Second reading, Thursday, 10th September,  
1896.

---

Mr. DAVIN.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



An Act to incorporate the Hudson's Bay Canal and  
Navigation Company.

**W**HEREAS a petition has been presented praying for the incorporation of a company for the purposes and with the powers hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

**1.** Archibald Wright, Thomas C. Scoble, Nathaniel F. Hagel, Frank A. Fairchild, Hugh Armstrong, Richard Radcliffe Taylor, Josiah T. Robarts, George T. Orton, Edward D. Moore, Stewart Macdonald, William J. Boyd, Robert R. Scott, William Crawford and Colin Campbell, together with such persons as become shareholders in the Company hereby incorporated, are hereby constituted a body corporate under the name of the "Hudson's Bay Canal and Navigation Company," hereinafter called "the Company."

Incorporation.

Corporate name.

**2.** 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 is fixed by a by-law passed at any annual or special general meeting of the shareholders of the Company.

Head office.

**3.** The Company may improve and connect the waterways, for the purposes of navigation and traffic thereon, between Lake Winnipeg and Hudson's Bay, *via* the Hayes River, by canals or otherwise, and may erect and maintain dams for the purpose of such canals; and may in like manner improve the navigation of the Red River, excepting those portions of the Red River known as the St. Andrew's Rapids, the Union Point Shoal, the Elm Point Shoal, the Two Point Shoal, and the South Bend Shoal, the improvement of which rapids and shoal by the Company shall be subject to the provisions hereinafter contained.

Works authorized.

In the Red River.

**4.** The Company may, upon obtaining authority from the Governor in Council, improve, for the purposes of navigation and traffic thereon, those portions of the Red River hereinafter excepted, provided that the plans and specifications of such improvements and the works connected therewith shall be first approved by the Governor in Council, and that the works shall be carried out and completed under the supervision of the Governor in Council. The tolls and rates to be

In certain portions of the Red River.

received and collected by the Company with respect to the waterway so constructed shall also be fixed and established, and may from time to time be revised by the Governor in Council.

Expropriation by the Crown. 2. Her Majesty may at any time during or after the construction of such improvements and works, expropriate and take them or any of them over from the Company, in which case the Company shall be entitled, as compensation therefor, to an amount not exceeding the actual cost of the construction thereof; and, for the purpose of ascertaining such cost, the Company shall keep special books of account showing from time to time the details of expenditure for, and the total actual cost of, all the improvements and works so constructed, which books shall be at all reasonable times open for inspection and examination by Her Majesty or Her duly authorized officers or agents. 5 10 15

Subsidy to be deducted from compensation. 3. The amount of any subsidy paid by the Government of Canada to the Company shall be deducted from the amount of the said compensation.

Arbitration. 4. All disagreements as to such cost shall be settled by three arbitrators, one of whom shall be appointed by the Governor in Council, one by the Company, and the third arbitrator shall be chosen by the other two: Provided that such arbitration shall not prejudice any other right of expropriation which Her Majesty now has. 20 25

Tolls. 5. The Company may, subject to and in accordance with the provisions of *The Railway Act*, impose and collect rates and tolls upon all persons and corporations using the canals and improved waterways constructed or effected by the Company: Provided always that no tolls or rates shall be collected on any vessel, raft or craft using any of the waters of the Red River between Emerson and Lake Winnipeg, unless they pass through some lock on the said river constructed by the Company for the purpose of improving the said navigation. 30

On the Red River.

Plans of works to be approved by Governor in Council. 6. Before the Company breaks ground or commences the construction of the canal or any of the works hereby authorized, the plans, locations, dimensions, and all necessary particulars of the canal and other works shall be submitted to and receive the approval of the Governor in Council; and such plans, so far as the Red River is concerned, shall not be approved unless and until the Company satisfies the Governor in Council that it has the necessary financial ability to carry out the work; and the Company shall not be entitled to exercise any rights or franchises with regard to the said Red River under this Act until such plans are so approved. 35 40 45

Works may be taken over by the Crown. 7. With respect to the improvements and works of the Company, other than those of which the expropriation is provided for by section four of this Act, Her Majesty may, at any time, assume the possession and property of the said improvements and works, and of all the rights, privileges and advantages of the Company, (all of which shall, after such assumption, be vested in Her Majesty,) on giving to the Company one week's notice thereof, and on paying to the Company the value of the same, to be fixed by three arbitrators, or the majority of them, one to be chosen by the Governor in Council, 50 55

Arbitration.

another by the Company, and the third arbitrator by the other two arbitrators; and the arbitrators may, in such valuation, take into account the expenditure of the Company, its property, the business of the canal, and other works hereby authorized, and their past, present and prospective business, with interest from the time of the investment thereof.

8. The Company may purchase, build, lease or charter, equip and operate, and sell, lease or charter steam and other vessels to ply upon the waterways and canals connecting with or tributary to Lake Winnipeg or Hudson's Bay; and may carry passengers and freight thereon; and may make agreements by charter or otherwise with railway companies or vessel owners to take over and transport such passengers and freight from the terminal at Hudson's Bay or elsewhere, to their or its ultimate destination.

Steam and other vessels.

9. The Company may acquire by purchase and hold as its own absolute property, such real estate and water lots as may be requisite, and may build and erect thereon, piers, docks, wharves, elevators, storehouses and other structures for the use of the Company and for the service of the public, and may impose and collect tolls for the use of the same, and may dredge, enlarge and deepen channels leading to the same; and may use, sell, lease or convey the said real estate, water lots, piers, docks, wharves, elevators, storehouses, and other structures, or any portion thereof.

Company may acquire real estate, wharves, elevators, etc.

2. No such works or structures shall be constructed or effected so as to cause any obstruction in, or impede the free navigation of any navigable water, without the consent previously obtained, of the railway committee of the Privy Council.

Navigation not to be obstructed.

10. The Company may construct and operate outside the limits of the Province of Manitoba electric or other tramways along the line of, or connecting with each other, the canals and waterways constructed or improved by the Company, and such tramways may be used for the purpose of towing, or for the carriage of passengers and freight along such route; and may, subject to and in accordance with the provisions contained in *The Railway Act*, impose and collect tolls therefor.

May construct electric tramways.

11. The Company may develop hydraulic and generate electric power, and use the same as motive power for towing, and also for lighting purposes in connection with its works, and may lease or sell any surplus power, and may, subject to and in accordance with the provisions contained in *The Railway Act*, impose and collect tolls, rents and charges for such services from all persons or corporations using the same.

Hydraulic and electric power.

12. The Company may construct and operate lines of telegraph and telephone in connection with and along the line of its canal and works, and may lay such submarine lines for telegraph and telephone connection as are necessary to make connection along such line, and may undertake the transmission of messages for the public by all of such lines or any portion thereof.

Telegraph and telephone lines.

Company may enter upon public lands.	<b>13.</b> With the consent of the municipal council having jurisdiction over the roads and streets of any city, town or municipality, the Company may, by its servants, agents, or workmen, enter upon any public road, highway, street, bridge, watercourse, navigable or non-navigable water or other such places	5
Erect poles.	in any city, incorporated town, village, county, municipality or other place, for the purpose of constructing, erecting, equipping, working and maintaining its line or lines of telegraph and telephone and lines for the conveyance of electric power upon, along, across, over and under the same ; and may erect, equip and maintain such and so many poles and other works and devices as the Company deems necessary for making, completing and supporting, using, working and maintaining the system of communication by telegraph and telephone and	10
Stretch wires.	for supplying power ; and may stretch wires and other electrical contrivances thereon ; and, as often as the Company, its agents, officers or workmen think proper, may break up and open any part whatsoever of the said public roads, highways, streets, bridges, watercourses, navigable and non-navigable waters and other like places, subject, however, to the following provisions, that is to say :—	15
Break up roads.	(a.) The Company shall not interfere with the public right of travelling on or using such public roads, highways, streets, bridges, or watercourses, and other like places, and shall not do any unnecessary damage, nor in any way obstruct the entrance to any door or gateway or free access to any building ;	20
Travel not to be obstructed.	(b.) The Company shall not affix any telegraph or telephone wire less than twenty-two feet above the surface of the street or road, nor, without the consent of the municipal council having jurisdiction over the roads or streets of the municipality, erect more than one line of poles along any street or road ;	25
Height of wires.	(c.) In all municipalities the poles shall be as nearly as possible straight and perpendicular, and shall, in cities, be painted, if so required by any by-law of the council ;	30
Kind of poles.	(d.) Whenever, in case of fire, it becomes necessary for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred ;	35
Cutting poles or wires in case of fire.	(e.) The Company shall be responsible for all damage which its agents, servants or workmen cause to individuals or property, in carrying out or maintaining any of its said works ;	40
Liability for damages.	(f.) The Company shall not cut down or mutilate any shade fruit or ornamental tree, in carrying on any work under this section ;	45
Trees.	(g.) In all municipalities the opening up of streets for the erection of poles, or for carrying the wires under ground, shall be subject to the direction and approval of such engineer or other official as the council appoints, and shall be done in such manner as the council directs ; the council may also direct and designate the places where the poles are to be erected in such municipality ; and the surface of the street shall in all cases be restored as far as possible to its former condition by and at the expense of the Company ;	50
Approval of municipality.		55
Location of poles.		

(h.) No Act of Parliament requiring the Company, in case efficient means are devised for carrying telegraph or telephone wires under ground, to adopt such means, and abrogating the right given by this section to continue carrying lines on poles  
5 through cities, towns or incorporated villages, shall be deemed an infringement of the privileges granted by this Act, and the Company shall not be entitled to damages therefor ;

Carrying wires under ground.

(i.) No person shall labour upon the work of erecting or repairing any line or instrument of the Company, without having conspicuously attached to his dress a medal or badge, on which shall be legibly inscribed the name of the Company and a number by which he can be readily identified ;

Workmen to wear badges.

(j.) Nothing herein contained shall be deemed to authorize the Company, its servants, workmen or agents to enter upon  
15 any private property for the purpose of erecting, maintaining or repairing any of its works, without the previous assent of the owner or occupant of the property for the time being ;

Private rights.

(k.) If in the removal of buildings or in the exercise of the public right of travelling on, or using any public road, highway or street, it becomes necessary that the said wires or poles  
20 be temporarily removed by cutting or otherwise, it shall be the duty of the Company, at its own expense, upon reasonable notice in writing from any person requiring the same, to remove such wires or poles, and in default of the Company so doing, it shall be lawful for any such person to remove the  
25 same at the expense of the Company, doing no unnecessary damage thereby ; and such notice may be given either at the office of the Company, or to any agent or officer or the Company in the municipality wherein such wires or poles are required to be removed, or in the case of a municipality where-  
30 there is no such agent or officer of the Company, then either at the head office or to any agent or officer of the Company in the nearest or any adjoining municipality to that in which such wires or poles are so required to be removed.

Temporary removal of wires or poles.

Notice to company.

**14.** The first seven persons mentioned by name in the first section of this Act are hereby constituted provisional directors  
35 of the Company.

Provisional directors.

**15.** The capital stock of the Company shall be five million 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 on  
40 the shares subscribed.

Capital stock and calls.

**16.** The annual general meeting of the shareholders shall be held on the second Monday in January in each year.

Annual meeting.

**17.** At such meeting the subscribers for the capital stock assembled, who have paid all calls due on their shares, shall  
45 choose seven persons to be directors of the Company, one or more of whom may be paid directors of the Company.

Election of directors.

**18.** The Company may issue bonds, debentures or other securities to an amount not exceeding one million of dollars upon the canal and works constructed, in the Red River, and

Bond issue.

also to an amount not exceeding four millions of dollars upon the canal and works constructed by the Company elsewhere than in the Red River.

1888, c. 29.

**19.** *The Railway Act*, so far as applicable and when not inconsistent with this Act, is hereby incorporated with and made part hereof, and shall be construed herewith as forming one Act, in such manner as to apply to the Company hereby incorporated, and to the undertaking of the Company; provided that wherever the word "railway" occurs in *The Railway Act* it shall be construed as applying to the undertaking of the Company, and that wherever the word "Company" occurs in *The Railway Act* it shall be construed as applying to the Company; and provided also that section one hundred and five, and sections one hundred and eighty-two to one hundred and ninety-nine of *The Railway Act*, both inclusive, shall not apply to the Company or to its undertakings.

No. 24.

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act to incorporate the Hudson's Bay Canal and Navigation Company.

Received and read a first time, Thursday, 10th September, 1896.  
Second reading, Friday, 11th September, 1896.

(PRIVATE BILL.)

Mr. BOYD.

OTTAWA

Printed by S. J. DAWSON  
Printer to the Queen's most Excellent Majesties  
1896

---

---

No. 25.]

**BILL.**

{ 1896.  
2ND SESS.

An Act further to amend the Act respecting Interest.

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

1. Section one of the *Act respecting Interest*, chapter one hundred and twenty-seven of the Revised Statutes, is hereby amended by adding thereto the following words:—“ Provided that, whatever rate is agreed upon, no greater rate than six per centum per annum shall be recoverable.”

R.S.C., c. 127,  
s. 1 amended.

No. 25.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act further to amend the Act re-  
specting Interest.

---

Received and read a first time, Monday,  
14th September, 1896.  
Second reading, Tuesday, 15th September,  
1896.

---

MR. QUINN.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



## An Act to incorporate the Vancouver, Victoria and Eastern Railway and Navigation Company.

WHEREAS a petition has been presented praying for the  
incorporation of a Company to construct and operate a  
railway and to own and navigate steamboats and other vessels  
between the cities of New Westminster, Vancouver, Nanaimo  
and Victoria and on the inland waters of the province of  
British Columbia, as hereinafter set forth, and it is expedient  
to grant the prayer of the said petition: Therefore Her Ma-  
jesty, by and with the advice and consent of the Senate and  
House of Commons of Canada, enacts as follows:

- 10 **1.** William Templeton, John T. Carroll and Cicero N. David-  
son all of the city of Vancouver, together with such persons  
as become shareholders in the Company hereby incorporated,  
are hereby constituted a body corporate under the name of the  
Vancouver, Victoria and Eastern Railway and Navigation  
15 Company, hereinafter called "the Company."
- 2.** The head office of the Company shall be in the city of  
Vancouver, in the province of British Columbia.
- 3.** The Company may lay out, construct and operate a rail-  
way of the gauge of four feet eight and one-half inches from a  
20 point on Burrard Inlet, in or near the city of Vancouver, in  
the province of British Columbia, then in a southerly direction  
crossing the Fraser River, in the district of New Westminster,  
then in an easterly direction through the Hope Mountains to  
25 the eastern boundary of the province of British Columbia,  
south of the main line of the Canadian Pacific Railway Com-  
pany, then to a point on the Atlantic seaboard, with power to  
construct branch lines, also to acquire, own, maintain and navi-  
gate steamboats and other vessels between the cities of New  
Westminster, Vancouver, Nanaimo, Victoria and other points  
30 and on all inland waters in the said province of British Colum-  
bia, in connection with said railway and to construct and  
operate telegraph and telephone lines in the said province of  
British Columbia and to and from the Island of Vancouver.
- 4.** The Company may construct and own docks, warehouses,  
35 grain elevators and other works for facilitating transportation  
upon the rivers and waters of the said province of British  
Columbia.
- 5.** The Company may acquire and utilize water and steam  
power for the purpose of generating electricity for lighting  
40 and motor purposes in connection with said railway.

Preamble.

Incorporation.

Corporate name.

Head office.

Line of railway described.

Power to purchase vessels.

Construct telegraph and telephone lines.

Docks, warehouses and elevators.

Use water and steam power.

- Construct smelting works. **6.** The Company may construct, own, acquire and work smelting works for the smelting of all mineral ores.
- Provisional directors. **7.** The persons mentioned by name in the first section of this Act, are hereby constituted provisional directors of the Company. 5
- Capital stock, and calls thereon. **8.** The capital stock of the Company shall be fifty million dollars and may be called up by the directors from time to time as they deem necessary but no call shall exceed ten per cent. on the shares subscribed.
- Annual general meeting. **9.** The annual general meeting of the shareholders shall 10 be held on the second Wednesday in January in each year.
- Number of directors. **10.** At such meeting the subscribers for the capital stock assembled, who have paid all calls due on their shares shall choose seven persons to be directors of the Company, one or more of whom may be paid directors of the Company. 15
- Amount of bonds, etc., limited. **11.** The Company may issue bonds, debentures or other securities to the extent of forty thousand dollars per mile of the railway and branches and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or under contract to be constructed. 20
- Agreement with other companies. **12.** The Company may enter into an agreement for conveying or leasing to any other Company, the railway of the Company hereby incorporated, in whole or in part, or any rights or powers acquired under this Act, as also the franchises, surveys, plans, works, plant, material, machinery and other property to it belonging, or for an amalgamation with any other 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 sanctioned by two-thirds of the votes of a special general meeting of the shareholders duly called for the purpose of considering the same, at which meeting shareholders representing at least two-thirds in value of the stock are present in person or represented by proxy, and that such agreement has also received the approval of the Governor in Council. 25 30 35
- Sanction of shareholders, and Governor in Council.
- Notice of application for approval. **13.** Such approval shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section two hundred and thirty-nine of *The Railway Act*, and also for a like period in one newspaper in each of the electoral districts through which the railway of the Company hereby incorporated runs, and in which a newspaper is published. 40

## BILL.

An Act to incorporate the Vancouver  
Victoria and Eastern Railway and  
Navigation Company.

Received and read a first time, Wednesday  
16th September, 1896.  
Second reading, Thursday, 17th September  
1896.

(PRIVATE BILL.)

MR. MAXWELL.

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act to revive and amend the Act incorporating the Montreal, Ottawa and Georgian Bay Canal Company.

WHEREAS The Montreal, Ottawa and Georgian Bay Canal Company has by its petition prayed that its Act of incorporation may be revived and amended as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Act incorporating The Montreal, Ottawa and Georgian Bay Canal Company, being chapter one hundred and three of the statutes of 1894, is hereby revived and declared to be in force.

2. Section three of the said Act is hereby repealed and the following substituted therefor:—

“3. McLeod Stewart, Alex. McLean, Joseph Kavanagh, Alexander Harvey Taylor, Francis McDougal, David Maclaren, George Patrick Brophy, the Honourable Francis Clemow, William Cameron Edwards, William Hutchison, Napoleon Antoine Belcourt, of the City of Ottawa, Thomas Mackie, of Pembroke, James B. Klock, of Klock’s Mills, Claude McLachlin, of Arnprior, Charles Ramsay Devlin, of Aylmer, William John Pourpore, of Morrisburg, Archibald Foster and William Murray of Pembroke, and James Joseph O’Connor of Port Arthur, together with such persons as become shareholders in the Company hereby incorporated are hereby constituted a body corporate under the name of “The Montreal, Ottawa and Georgian Bay Canal Company,” hereinafter called “the Company.”

3. Section five of the said Act is hereby amended by adding thereto the words following:—“and the money so raised shall be applied firstly in payment of all fees, expenses and disbursements for procuring the incorporation of the Company, and for the services of contractors, engineers and other persons whether directors or not, who may have been, are or may be engaged in promoting the undertaking and the interests of the Company; secondly, for making or acquiring the surveys, plans and estimates connected with the canals and works hereby authorized; and all the remainder of such money shall be applied to the making, equipping, completing

Preamble.

1894, c. 103  
revived.Section 3  
repealed.

Incorporation.

Section 5  
amended.Application  
of capital  
stock.

and maintaining of the said canals and the said works hereby authorized and acquiring the lands, materials and plant therefor, and the other purposes of this Act; and the directors of the Company 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 and shares and the mortgage bonds of the Company in payment of right of way, lands, plant, rolling stock or materials of any kind, and also for the services of contractors, engineers and other persons whether directors or not who may have been, are or may be engaged in promoting the undertaking and interests of the Company, and such issue and allotment of stock or bonds shall be binding on the Company and such paid up stock shall not be assessable for calls." 5 10

Section 6 amended.

4. Section six of the said Act is hereby amended by substituting the word "six" for the word "twenty" in the first line thereof. 15

Section 7 amended.

5. Section seven of the said Act is hereby amended by substituting the word "ten" for the word "twenty" in the first line thereof. 20

Section 8 amended.

6. Paragraph (a) of section eight of the said Act is hereby repealed and the following substituted therefor:—

"(a) Lay out, construct, maintain and operate a canal or canals from some point at or near the foot of the Chaudiere Falls on the Ottawa River, by way of the Ottawa River, or, alternatively for a portion of the route lying between Chats Lake and that part of the Ottawa River known as Deep River, from a point below Portage du Fort on the Ottawa River, from a point below Portage du Fort on the Ottawa River, from a point below Portage du Fort on the Ottawa River to the head of Allumette Island and thence by way of the Ottawa River, the Mattawa River, Lake Talon, Turtle Lake, Trout Lake, Lake Nipissing and the French River to some point on the Georgian Bay or Lake Huron, the said canal or canals to be of such dimensions as to make a navigable channel of at least nine feet in depth between the above mentioned terminal points." 25 30 35

Section 44 repealed.

7. Section forty-four of the said Act is hereby repealed and the following substituted therefor:—

Time for construction limited.

"44. If the construction of the canals hereby authorized to be constructed, or some of them, is not commenced, and fifty thousand dollars are not expended thereon, on or before the first day of May, one thousand eight hundred and ninety-eight, or if the said canals are not finished and put in operation within eight years from the said first day of May, one thousand eight hundred and ninety eight, then the powers granted by this Act shall cease and be null and void as respects so much of the said canals and works hereby authorized as then remains uncompleted." 40 45

No. 28.

1st Session, 8th Parliament, 60 Victoria, 18

BILL.

An Act to revive and amend the Act incorporating the Montreal, Ottawa and Georgian Bay Canal Company.

Received and read a first time, Monday, 21 September, 1896.  
Second reading, Wednesday, 23rd September, 1896.

(PRIVATE BILL.)

Mr. EDWARDS.

OTTAWA

Printed by S. E. DAWSON

Printer to the Queen's most Excellent Majesty  
1896

No. 29.]

**BILL.**

{ 1896.  
2ND SESS.

An Act to amend the Act respecting the Senate and House of Commons.

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

1. Section twelve of the Act respecting the Senate and House of Commons, being chapter eleven of the Revised Statutes, is hereby amended by adding thereto the following subsection :—
- “2. If any member of the House of Commons accepts and uses any pass or other token given by a railway company in Canada, by which he is permitted to travel free on such railway or at any less rate of fare than that charged to the general public, the seat of such member shall thereby be vacated, and his election shall thenceforth be null and void.”
- R.S.C., c. 11,  
sec. 12  
amended.
- Member  
accepting rail-  
way pass  
vacates his  
seat.

No. 29.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to amend the Act respecting the  
Senate and House of Commons.

---

Received and read a first time, Tuesday,  
22nd September, 1896.  
Second reading, Wednesday, 23rd September,  
1896.

---

Mr. ROGERS.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act respecting the St. Catharines and Niagara  
Central Railway Company.

**W**HEREAS the St. Catharines and Niagara Central Railway Company has, by its petition, prayed for the passing of an Act to amend, as hereinafter mentioned, the Acts relating to the Company, and it is expedient to grant the prayer of the  
5 said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

**1.** The Company may, with the consent of a majority of the bondholders ascertained and testified as hereinafter provided,  
10 issue bonds or debentures, to be designated first mortgage preference bonds, to the extent of fifty thousand dollars; and such bonds or debentures shall have priority over all other bonds, debentures, or debenture stock, heretofore issued by the Company, and shall be a first and preferential charge on the  
15 Company and the franchises, undertaking, rights, tolls, revenues, income and property thereof, real and personal.

Issue of preference bonds, etc.

**2.** The said first mortgage preference bonds shall bear interest at a rate not exceeding six per cent, and the Company may secure the same by a mortgage deed, made in the manner  
20 provided by *The Railway Act*, and containing a power of sale in case of default, of the railway, including the undertaking and all the Company's franchises, rights and properties secured by such bonds.

Interest on bonds.

**3.** The said first mortgage preference bonds shall not be  
25 issued except upon the consent of bondholders representing two thirds in value of the bonds of the Company now outstanding, present or represented by proxy, at a meeting of such bondholders to be held at the city of St. Catharines, upon such notice as by the by-laws of the Company is sufficient for the calling of a  
30 meeting of the Company, the object of such meeting being clearly set forth in such notice; and, at such meeting, bondholders may be represented by proxies in such form as are used at shareholders' meetings; and the certificate in writing of the chairman of such meeting shall be *prima facie* evidence of the ac-  
35 ceptance of this Act by such bondholders, and of their consent to the issue of such first mortgage preference bonds; and such certificate shall be filed in the office of the Secretary of State for Canada, and certified copies thereof by the said Secretary shall be taken and considered in all courts of law or  
40 equity in Canada as sufficient *prima facie* evidence of the contents thereof: Provided that the holders of bonds guaranteed

Consent of bondholders.

Proviso.

by the city of St. Catharines shall be deemed to all intents and purposes within the meaning of this section to be sufficiently represented at such meeting by the guarantors thereof, the said city of St. Catharines.

Application of bonds. **4.** The said first mortgage preference bonds when issued shall be applied in repairing, completing and equipping the portion of the said line of railway already constructed and in operation. 5

Increase of capital stock. **5.** The capital stock of the Company is hereby increased to, and declared to be, one million six hundred thousand dollars, 10 and shall consist, notwithstanding anything contained in *The Railway Act* to the contrary, of thirty-two thousand shares of fifty dollars each.

Company may construct branch line. **6.** The Company may also construct, equip and operate a branch line from its present terminus in St. Catharines to a 15 point on the Toronto, Hamilton and Buffalo Railway at or east of the village of Smithville, in the county of Lincoln, with full power to make traffic and running arrangements with, or to lease its line of railway to such company.

Make arrangements with Lincoln Radial Electric Railway Co. **7.** The Company may also make running and traffic ar- 20 rangements with The Lincoln Radial Electric Railway Company.

1891, c. 87, s. 2. **8.** After delivering to the city of St. Catharines bonds to the extent of ninety-six thousand dollars, as is provided in section two of chapter eighty-seven of the statutes of 1891, 25 and redeeming by exchange or otherwise, the other outstanding bonds in section three of the said Act referred to, the remainder of the bonds authorized by the said Act to be issued shall be applied in equipping and completing the line of railway and for other purposes of the Company. 30

Time limited for commencement of branches, and completion of lines. **9.** The times limited by the several Acts respecting the St. Catharines and Niagara Central Railway Company, for commencing the branches authorized by said Acts or any of them, is hereby extended for the period of two years from the passing of this Act, and the times for completing the said 35 main line and branches are hereby extended for five years from the passing of this Act; and the branch line authorized by this Act to be constructed, shall be commenced within two years and completed within five years from the passing of this Act; and if the said railway and branches are not commenced 40 and completed within the times herein mentioned then the powers granted for such construction shall cease and be null and void as respects so much thereof as then remains uncompleted.

BILL.

An Act respecting the St. Catharines and Niagara Central Railway Company.

Received and read a first time, Wednesday, 23rd September, 1896.  
Second reading, Thursday, 24th September, 1896.

(PRIVATE BILL.)

MR. LOUNGE.



An Act respecting the South Shore Railway  
Company.

WHEREAS the South South Shore Railway Company was Preamble.  
 incorporated by an Act of the legislature of Quebec,  
 being chapter seventy two of the statutes of 1894; and where- Que. 1894,  
 as the said railway of the said company is a work for the c. 72.  
 5 general advantage of Canada, and the said company has by  
 its petition, prayed that it may be constituted a body politic,  
 and corporate under the legislative control of the Parliament  
 of Canada; and whereas, by the said petition, the said com-  
 pany has prayed for an extension of the powers conferred upon  
 10 it by the said Act of the legislature of Quebec; and whereas  
 it is expedient to grant the prayer of the said petition: There-  
 fore Her Majesty, by and with the advice and consent of the  
 Senate and House of Commons of Canada, declares and enacts  
 as follows:—

1. The undertaking of the South Shore Railway Company, Declaratory.  
 15 a company incorporated by chapter seventy-two of the statutes  
 of 1894 of Quebec, and hereinafter called the Company, is  
 hereby declared to be a work for the general advantage of  
 Canada.

2. The Company as now organized and constituted under Incorporation.  
 20 the said Act of the province of Quebec, is hereby declared to  
 be a body corporate and politic within the legislative authority  
 of the Parliament of Canada, and this Act and *The Railway  
 Act*, shall apply to the Company and its undertaking  
 instead of the said Act of the province of Quebec and the  
 25 *Railway Act* of Quebec: Provided that nothing in this section  
 shall affect anything done, any right or privilege acquired, or  
 any liability incurred under the said Act of the province of  
 Quebec, prior to the passing of this Act, to all of which rights  
 and privileges the Company shall continue to be entitled, and  
 30 to all of which liabilities the Company shall continue to be  
 subject.

3. The capital stock of the Company shall be one million Capital stock  
 dollars, which may be increased from time to time when a  
 majority in value of the shareholders so decide.

35 4. The capital stock of the Company as authorized by the  
 legislature of Quebec shall be deemed to be the same as the  
 capital stock mentioned in section three of this Act, and no  
 right or claim to any share or shares thereof shall be prejudiced  
 by anything contained in this Act. Capital stock  
 under Que.,  
 1894, c. 72.

- Head office. **5.** The head office of the Company shall be in the city of Montreal.
- Annual meeting. **6.** The annual meeting of the shareholders shall be held on the third Tuesday in January in each year.
- Number of directors. **7.** At such meeting the shareholders assembled who have paid all calls due on their shares shall choose seven persons to be directors of the Company, one or more of whom may be paid directors of the Company; and the Company may by by-law reduce the number of directors to five. 5
- Line of railway described. **8.** The Company may lay out, construct and operate by means of steam and otherwise, a single or double line of railway of the gauge of four feet eight and one-half inches on the south shore of the River St. Lawrence, commencing at a point in the town of Levis, opposite Quebec, and going in a south-westerly direction, crossing the counties of Levis, Lotbinière, Nicolet, Yamaska, Richelieu, Verchères, Chambly, Laprairie, Chateauguay and Beauharnois to a point on the Canada Atlantic Railway at or near Valleyfield, with power to construct branch lines not exceeding fifteen miles in length. 15
- Branch lines.
- May use vessels. **9.** The Company may acquire, construct, hold and use steam and other vessels for the transportation of merchandise and passengers upon all navigable waters which touch the railway or its branches, and may also construct such elevators and warehouses as are necessary for carrying on the business of the Company. 20
- Construct elevators. 25
- Lights on bridges. **10.** From sundown until sunrise, during the season of navigation, suitable lights shall always be maintained by the Company on the piers of the bridges to guide vessels approaching the same from either direction.
- Bridges not to be commenced until plans approved by Governor in Council. **11.** The Company shall not commence the said bridges, or any of them, or any work thereto appertaining, until it has submitted to the Governor in Council plans of each such bridge and of all the intended works thereunto appertaining, nor until the plans and site of each such bridge have been approved by the Governor in Council, and such conditions as he thinks fit for the public good to impose touching the said bridge and 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. 35 40
- Company may make arrangements with other railway companies, To run trains, **12.** The Company may make arrangements with other railway companies or their trustees:—  
 (a.) For the transportation of its cars and the running of its trains upon any line of railway that its own line crosses or joins, also for the running upon its own line of the trains of any other company. 45  
 (b.) To acquire branch lines.  
 (c.) To facilitate a junction between its own railway and any other.
- Acquire branch lines, Join other railways.

(d.) To acquire the property, rights, franchises and rolling stock of other railway companies. Acquire rolling stock, etc.

5 **13.** The Company may also purchase or rent any other railway, either constructed or in course of construction, in whole or in part, and any railway or part of a railway so purchased or rented shall be considered a part of the railway of the Company to the same extent as if it had been constructed by the Company. Rent or sell railway.

10 **14.** The Company may also make arrangements with any other railway company for the purpose of renting, selling or conveying its entire road and branches, and every interest therein or part thereof, to any other railway company, on such terms as the directors think proper, provided that such sale, Sale to be approved by Governor in Council.  
15 purchase or lease, mentioned in this or the preceding section, if made with a railway company receiving or having received subsidies voted by the Government of Canada, shall be submitted to and approved by the Governor in Council.

20 **2.** Such approval shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section two hundred and thirty-nine of *The Railway Act*, and also for a like period in one newspaper in each of the counties through which the railway of the Company runs, and in which a newspaper is published. Notice of approval. 1888, c. 29, s. 239.

25 **15.** The Company may acquire, or receive from any subscriber in payment of shares or parts of shares in the capital stock of the Company, mortgages, debentures or bonds, and coupons, due or to become due, of any railway company. Company may acquire mortgages, etc., of railway companies.

30 **16.** The Company may issue bonds, debentures or other securities to the extent of fifteen thousand dollars per mile of the railway and branches, and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of bonds, etc. limited.

35 **17.** The Company may convey the said railway to trustees for the purpose of raising the amount necessary to carry on the undertaking. May convey to trustees.

40 **18.** The bonds, debentures or other securities hereby authorized to be issued, shall, without registration or formal transfer, be taken and considered to be the first preferential claim and charge upon the Company, and the franchise, undertaking, tolls, income, rents and revenues, and the real and personal property thereof, at any time acquired, save and except as provided for in *The Railway Act*. Bonds, etc. to be first claim.

No. 32.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act respecting the South Shore Rail-  
way Company.

---

Received and read a first time, Wednesday,  
23rd September, 1896.  
Second reading, Friday, 25th Sept., 1896.

---

(PRIVATE BILL.)

MR. BRUNEAU.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act to incorporate the Manitoba and Nelson Valley  
Railway Company.

**W**HEREAS a petition has been presented praying for the Preamble.  
incorporation of a company to construct and operate a  
railway as hereinafter set forth, and it is expedient to grant  
the prayer of the said petition: Therefore Her Majesty, by  
5 and with the advice and consent of the Senate and House of  
Commons of Canada, enacts as follows:—

**1.** George Carr and George Flett, of London, England, Incorporation.  
George G. Foster and H. S. McDougall, of the city of Mon-  
treal, and George E. Kidd, of the city of Ottawa, together  
10 with such persons as become shareholders in the company here-  
by incorporated, are hereby constituted a body corporate under  
the name of "The Manitoba and Nelson Valley Railway Com-  
pany," hereinafter called the Company.

**2.** The head office of the Company shall be at the city of Head office  
15 Winnipeg, Manitoba.

**3.** The Company may lay out, construct and operate either Line of rail-  
by steam or by electric power, or both, a railway of the gauge way de-  
of four feet eight and one-half inches, from a point at or near scribed.  
the town of Portage la Prairie in the province of Manitoba,  
20 thence by a line running west of Lake Manitoba to a crossing  
of the Saskatchewan river at or near Grand Rapids between  
the Pas Mission and Grand Rapids and thence by the most  
practicable route to deep water navigation on the Hudson Bay,  
with a branch line commencing at or near the international  
25 boundary, between ranges eleven and fifteen west of the first  
principal meridian in the province of Manitoba, running in a  
northerly or north-westerly direction to an intersection of the  
main line at a point west of Lake Manitoba, also a branch line  
from a point on the main line west of Lake Winnipegosis, fol-  
30 lowing up the valley of the Saskatchewan river as near as may  
be found practicable to the town of Edmonton, in the district  
of Alberta.

**4.** The persons mentioned by name in the first section of Provisional  
this Act are hereby constituted provisional directors of the directors.  
35 company.

**5.** The capital stock of the Company shall be one million Capital stock  
dollars, and may be called up by the directors from time to and calls  
time, as they deem necessary, but no one call shall exceed ten thereon.  
per cent on the shares subscribed.

- Annual meeting. **6.** The annual general meeting of the shareholders shall be held on the first Wednesday in February in each year.
- Number of directors. **7.** At such meeting the subscribers for the capital stock assembled, who have paid all calls due on their shares, shall choose five persons to be directors of the Company, one or more of whom may be paid directors of the Company. 5
- Amount of bonds, etc., limited. **8.** The Company may issue bonds, debentures or other securities, to the extent of twenty thousand dollars per mile of the railway and branches, and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or under contract to be constructed. 10
- Company may enter into an agreement with another company for lease or amalgamation. **9.** The Company may enter into an agreement with the Manitoba and North-western Railway Company, The Winnipeg Great Northern Railway Company, the Manitoba and Northern Pacific Railway Company, or the Lake Manitoba Railway and Canal Company, for conveying or leasing its line of railway or any part thereof to such company the line of railway of such company or any part thereof, or for an amalgamation with any of the said companies 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 first been approved by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering the same—at which meeting shareholders representing at least two-thirds in value of the stock are present in person or represented by proxy—and that such agreement has also received the sanction of the Governor General in Council; 15 20 25
- Approval of shareholders, and sanction of Governor in Council. **2.** Such sanction shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section two hundred and thirty-nine of *The Railway Act*, and also for a like period in one newspaper in each of the counties through which the railway of the Company hereby incorporated runs, and in which a newspaper is published. 30 35
- Notice of application for sanction. **10.** The Company may build, purchase, acquire, charter and possess, work and operate steam and other vessels, and ply the same in connection with the said railway, between the terminus of their railway at or near Hudson Bay and any other port in Europe or elsewhere for the purpose of transporting passengers and freight, and may also build, purchase, acquire or lease, work and operate grain elevators and other warehouses and may carry on a general warehousing business, and may purchase grain and other produce, and sell or dispose of the same, and the Company may erect and maintain docks, dock-yards, wharves and piers at any point on or in connection with the said railway at all the termini thereof, for the accommodation of vessels, elevators and warehouses. 40 45
- Company may operate vessels, Build elevators, docks, etc. **11.** The Company may construct, equip, work and maintain a telegraph line and telephone lines along the whole length of its railway and branches, and may establish offices for the trans- 50
- Construct telegraph and telephone lines.

mission of messages for the public, and collect tolls for so doing; and for the purposes of erecting and working such telegraph and telephone lines, the Company may enter into a contract with any other company, or may lease the lines of such  
5 company or any portion thereof.

- 12.** With the consent of the municipal council or other authority having jurisdiction over the roads and streets of any city, town, municipality or district, the Company may, by its servants, agents or workmen, enter upon any public road,  
10 highway, street, bridge, watercourse, navigable or non-navigable water or other such places, in any city, incorporated town, village, county, municipality, district or other place for the purpose of constructing, erecting, equipping, working and maintaining its lines of telegraph and telephone, upon, along,  
15 across, over and under the same; and may erect, equip, and maintain such and so many poles or other works and devices as the Company deems necessary for making, completing and supporting, using, working and maintaining the system of communication by telegraph and telephone; and may stretch  
20 wires and other telegraphic and telephonic contrivances thereon; and, as often as the Company, its agents, officers or workmen think proper, may break up and open any part whatsoever of the said public roads, highways, streets, bridges, watercourses, navigable and non-navigable waters and other like places,  
25 subject however to the following provisions, that is to say:—
- (a.) The Company shall not, in the construction or operation of its telegraph or telephone lines, interfere with the public right of travelling on or using such public roads, highways, streets, bridges, or watercourses, and other like places, and  
30 shall not do any unnecessary damage, nor in any way obstruct the entrance to any door or gateway, or free access to any building erected in the vicinity;
- (b.) The Company shall not affix any wire less than twenty-two feet above the surface of the street or road, nor, without the  
35 consent of the municipal council having jurisdiction over the roads or streets of the municipality erect more than one line of poles along any street or road.
- (c.) In all municipalities the poles shall be as nearly as possible straight and perpendicular, and shall, in cities, be painted,  
40 if so required by any by-law of the council;
- (d.) Whenever, in case of fire, it becomes necessary for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire  
45 brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred;
- (e.) The Company shall be responsible for all damage which its agents, servants or workmen cause to individuals or property in carrying out or maintaining any of its said works;  
50
- (f.) The Company shall not cut down or mutilate any shade, fruit or ornamental tree;
- (g.) In all municipalities the opening up of streets for the erection of poles, or for carrying the wires underground, shall  
55 be subject to the supervision of such engineer or other person as the council appoints for that purpose, and shall be done in

Company may enter on public roads, etc.

Erect poles,

Stretch wires,

Break up roads.

Travel not to be obstructed.

Height of wires.

Kind of poles.

Cutting poles or wires in case of fire.

Liability for damage.

Trees.

Approval of municipality.

- Location of poles. such manner as the council directs; the council may also direct and designate the places where the poles are to be erected in such municipality; and the surface of the streets shall in all cases be restored as far as possible to its former condition, by and at the expense of the Company; 5
- Company may be required to carry wires underground. (h.) No Act of Parliament requiring the Company, in case efficient means are devised for carrying telegraph or telephone wires underground, to adopt such means, and abrogating the right given by this section to continue carrying lines on poles through cities, towns or incorporated villages, shall be deemed an infringement of the privileges granted by this Act, and the Company shall not be entitled to damages therefor; 10
- Workmen to wear badges. (i.) No person shall labour upon the work of erecting or repairing any line or instrument of the Company, without having conspicuously attached to his dress a medal or badge on which shall be legibly inscribed the name of the Company and a number by which he can be readily identified; 15
- Private rights. (i.) Nothing in this section contained shall be deemed to authorize the Company, its servants, workmen, or agents, to enter upon any private property for the purpose of erecting, maintaining or repairing any of its wires, without the previous assent of the owner or occupant of the property for the time being; 20
- Temporary removal of wires and poles. (k.) If in the removal of buildings, or in the exercise of the public right of travelling on, or using any public road, highway or street, it becomes necessary that the said wires or poles be temporarily removed by cutting or otherwise, it shall be the duty of the Company, at its own expense, upon reasonable notice in writing from any person requiring the same, to remove such wires or poles, and in default of the Company so doing, it shall be lawful for any such person to remove the same at the expense of the Company, doing no unnecessary damage thereby; and such notice may be given either at the office of the Company, or to any agent or officer of the Company in the municipality wherein such wires or poles are required to be removed, or in the case of a municipality wherein there is no such agent or officer of the Company, then either at the head office or to any agent or officer of the Company in the nearest or any adjoining municipality to that in which such wires or poles require to be removed. 25 30 35 40
- Notice to company. **13.** The Company may enter into arrangements with any other 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.
- May make arrangements with telegraph and telephone companies. **14.** The Company may, from time to time, receive from any government, person or body corporate, in aid of the construction, equipment and maintenance of the said railway, and of any line of steamships running in connection therewith or otherwise, grants of land, bonuses, loans or gifts of money or securities for money, and may also purchase or lease from any government, person or body corporate, any lands, rights, or privileges; and the lands, leases and privileges, so to be acquired by the Company, and held by the Company, for sale or otherwise for the purposes thereof, may be conveyed to trustees to be held, conveyed and otherwise disposed of by 45 50 55
- Receive bonuses, etc. Trusts declared.



them, upon the trusts and for the purposes herein declared in reference to such lands, leases and privileges; and all moneys arising from the sale or other disposition of such lands, leases and privileges shall be held and applied in trust for the purposes following, that is to say; first in payment of the expenses connected with the acquisition, purchase, survey, management and sale of the said lands; secondly, in payment of the dividends and interest on, and principal of bonds issued upon the land grant, or any portion thereof, or upon the railway, from time to time, payable in cash by the Company, provided such dividends, interest and principal have been made a charge on such lands; and, thirdly, for the general purposes of the Company.

15 **15.** All lands sold and conveyed by the company, or by the said trustees after a conveyance thereof to them upon the trusts aforesaid, and which have been paid for in cash to the person or persons entitled to receive the purchase money, shall thereby be forever released and discharged from all mortgages, liens and charges of any kind or nature, by this Act or by the Company created; and the purchase money arising from the sale of such lands by the Company shall be applied, in the first place, in the satisfaction of any mortgage thereon created by the Company, and after payment of such mortgages or liens created by the Company thereon, the same shall be applied in accordance with the trusts in the next preceding section declared.

Conveyance of company's lands.

Application of proceeds.

30 **16.** Any lands acquired by the Company, whether earned or to be earned after the passing of this Act, which are not required for the right of way or actual working of the railway of the Company, may be sold, mortgaged, granted or disposed of as the directors of the Company think necessary and advantageous for the purposes of the Company.

Lands may be disposed of.

35 **17.** The Company may acquire and utilize water and steam power for the purposes of generating electricity for lighting and motor purposes in connection with its railway or any branch or part thereof, or generally, and may operate the said railway or any branch or part thereof by electricity.

Company may use electric power.

**18.** The Company may, for the purposes aforesaid :  
40 (a.) Acquire lands and erect, use and manage works, machinery and plant for the generation, transmission and distribution of electric power and energy;  
(b.) Build and maintain power houses and stations for the development of electrical force and energy, and buy or lease the factories or stations of other like companies, or lease their works, equipment and appurtenances or a portion thereof;  
45 (c.) Acquire by lease, purchase or otherwise, any partial or exclusive right in letters patent, franchises or patent rights, for the purpose of the works and undertakings hereby authorized, and again dispose of such rights;  
50 (d.) Sell or lease to any person or corporation any power which the Company develops or acquires, either as water power, or by converting it into electricity, or other force, for the distribution of light, heat or power, or for all purposes for which electricity may be used.

Acquire land and machinery for electrical works,

Erect and lease buildings therefor,

Acquire patents,

Sell power.

No. 36.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to incorporate the Manitoba and  
Nelson Valley Railway Company.

---

Received and read a first time, Thursday,  
24th September, 1896.  
Second reading, Friday, 25th September,  
1896.

---

(PRIVATE BILL.)

MR. DAVIN.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

## An Act to amend the Dairy Products Act, 1893.

HER 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 Dairy Products Amend- Short title.*  
5 *ment Act, 1896.*
2. This Act shall come into force on the first day of Jan- Commence-  
uary, 1897. ment of Act.
3. Section four of *The Dairy Products Act, 1893*, is hereby 1893, c. 37,  
repealed, and the following substituted therefor:— s. 4 repealed.
- 10 "4. No person shall apply any brand, stamp or mark of the "Canadian,"  
word 'Canadian,' 'Canadien,' or 'Canada,' as a descriptive term, etc., as a  
mark or brand, upon any cheese or butter, or upon any box or brand.  
package which contains cheese or butter, unless such cheese  
or butter has been made in Canada.
- 15 "2. No person shall knowingly sell, or offer, expose, or have Sale of cheese  
in his possession for sale, any cheese or butter upon which, or or butter so  
upon any box or package containing which, the word 'Cana- branded false-  
dian,' 'Canadien,' or 'Canada,' is applied as a descriptive term, ly.  
mark or brand, unless such cheese or butter has been made  
20 in Canada.
- "3. No person shall knowingly sell, or offer, expose, or have Misrepresent-  
in his possession for sale, any cheese or butter upon which, or ation as to  
upon any box or package containing which, is printed, stamp- date of manu-  
ed, or marked any month other than the month in which facture.  
25 such cheese or butter was made; and no person shall, know-  
ingly and with intent to misrepresent or defraud, sell, or offer,  
expose, or have in his possession for sale, any cheese or butter  
represented in any manner as having been made in any month  
other than the one in which it was actually made.
- 30 "4. The owner of every cheese factory or creamery where Registration  
the making of cheese or butter is carried on, shall send of cheese fac-  
by registered letter to the Department of Agriculture at tories and  
Ottawa, particulars for the registration of such cheese factory creameries.  
or creamery, as set forth in schedule A to this Act.
- 35 "5. The agricultural and dairy commissioner, or such other Certificate of  
officer of the Department of Agriculture as is designated by registration  
the Governor in Council, shall forthwith send by registered and number.  
letter to the owner of such cheese factory or creamery, a certi-  
ficate of registration, showing the registration number allotted  
40 to such cheese factory or creamery.
- "6. No factory salesman or other person shall knowingly Sale of cheese  
sell, or offer, expose, or have in his possession for sale, any not properly  
marked.

- cheese or butter which is made in any factory or creamery in Canada—in the case of cheese, unless the word ‘Canadian,’ ‘Canadien,’ or ‘Canada,’ and the registration number of the factory in which it was made, together with the date on which it was made, are printed, stamped, or marked in a legible and indelible manner in figures and letters not less than three-eighths of an inch high and one-quarter of an inch wide, upon the cheese itself before it leaves the factory where it was made, and unless the word ‘Canadian,’ ‘Canadien,’ or ‘Canada’ and the registration number of the factory in which it was made, together with the name of the month in which it was made, are printed, stamped, or marked in a legible and indelible manner in figures and letters not less than three-eighths of an inch high and one-quarter of an inch wide upon the box or package which contains such cheese; and in the case of butter, unless the word ‘Canadian,’ ‘Canadien,’ or ‘Canada,’ and the registration number of the creamery in which it was made, are printed, stamped or marked in a legible and indelible manner in figures and letters not less than three-eighths of an inch high and one-quarter of an inch wide upon the box or package which contains such butter.
- Sale of butter not properly marked. “7. No person, with intent to misrepresent or to defraud, shall remove or in any way efface, obliterate or alter, the word ‘Canadian,’ ‘Canadien’ or ‘Canada,’ or the date, or the figure or figures of the registration number on such cheese, or on any box or package which contains such cheese or butter. 5 10 15 20
- Defacing marks. “8. Any dairymen’s association or any dairymen’s board of trade, or any syndicate of cheese factories or creameries, may apply to the Department of Agriculture for the registration of a trade mark for use on cheese or butter, or on packages containing cheese or butter; and for the purposes of this subsection the expression ‘syndicate’ means a number, being not less than fifteen, of cheese factories or creameries, which are united in an organization for the purpose of using the services of a dairy instructor and inspector. 25 30 35
- Trade marks. “9. When a certificate of the registration of a trade mark has been issued, no person shall apply such trade mark upon any cheese or butter, or upon any box or package containing cheese or butter, except in compliance with the regulations made in connection therewith, and after being duly authorized to use and apply it. 40
- “Syndicate” defined. “(a.) A certified copy of the regulations made by the dairymen’s association or the dairymen’s board of trade, or the syndicate of cheese factories or creameries, in connection with the use of the trade mark, must be sent to the Department of Agriculture with the application for the registration of the trade mark. 45
- Use of trade mark. “10. Every person who, by himself, or by any other person to his knowledge, violates any of the provisions of this section, shall, for each offence, upon conviction thereof before any justice or justices of the peace, be liable to a fine not exceeding twenty dollars, and not less than five dollars, for every cheese or box or package of butter which is sold, or offered, exposed, or had in his possession for sale, contrary to the provisions of this section, together with the costs of prosecution; and, in default of payment of such fine and costs, shall be liable to im- 50 55
- Regulations as to use. Penalties for contravention of this section.

prisonment, with or without hard labour, for a term not exceeding three months unless such fine and the costs of enforcing it are sooner paid."

4. The said Act is hereby further amended by adding the Schedules.  
5 following schedules thereto :—

"SCHEDULE A.

"Particulars for the registration of cheese factories and creameries :

1. Name of cheese factory or creamery .....
2. Where situated—
  - (a.) Province .....
  - (b.) County .....
  - (c.) Township or parish.....
  - (d.) Post office.....
  - (e.) Telegraph or telephone office.....
  - (f.) Railway station or shipping port....
3. Name of owner.....  
Post office address.....

*If a co-operative dairy association or joint stock company :—*

- Name of secretary.....  
Post office address.....
4. Registered brand or trade mark, if any.....
5. Registered number allotted.....  
The above is certified correct.

.....Owner.  
.....P. O. address.  
.....Secretary.  
.....P. O. address.  
Witness .....  
.....P. O. address.  
Witness .....  
.....P. O. address."

"SCHEDULE B.

"Particulars for registration of a trade mark for butter and cheese :—

1. The name of the dairymen's association, the dairymen's board of trade, or the syndicate, on whose behalf application is made, is .....
2. The association, or board, or syndicate was organized .....18.....
3. The cheese factories or creameries which are included are situated in the county or counties of.....in the province of.....
4. The name of the person appointed as secretary of the said board or syndicate is.....of the.....  
of.....in the county of.....  
and province of.....

His post office address is.....

5. The trade mark for which a certificate of registration is applied for is .....

6. A true copy of the regulations made by the said association or board or syndicate, in connection with the use of the said trade mark, certified to by the president and secretary of the said association or board or syndicate, is attached hereto.

Signed.....  
.....President.

Signed.....  
.....Secretary.”

No. 37.

1st Session, 8th Parliament, 60 Victoria, 1896

BILL.

An Act to amend the Dairy Products Act, 1893.

Received and read the first time, Friday, 25th September, 1896.  
Second reading, Monday, 28th September, 1896.

Mr. FISHER.

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

An Act to amend the North-west Territories Representation Act by dispensing with the preparation of new Voters' Lists in certain cases.

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

1. It shall not be necessary to prepare new voters' lists for the purpose of any election to be held under *The North-west Territories Representation Act*, being chapter seven of the Revised Statutes, when there has been in the same electoral district a previous election the voters' lists prepared for which are of record in the office of the Clerk of the Crown in Chancery, and there is an interval of less than twelve months between the dates of the writs for the two elections.

New lists not necessary if less than a year between elections.

2. The voters' lists so of record in the office of the Clerk of the Crown in Chancery shall, for the purposes of the said elections, be the lists for the several polling divisions for which they were prepared; and it shall be the duty of the Clerk of the Crown in Chancery to forward to the returning officer, with the writ for such election, three certified copies of each of such voters' lists, and the duty of the returning officer to deliver to each deputy returning officer, on or before the day next preceding the polling day, one of the certified copies of the list for his polling division.

Use of previous lists.

No. 38.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

BILL.

An Act to amend the North-west Territories Representation Act by dispensing with the preparation of new voters' lists in certain cases.

---

Received and read a first time, Monday,  
28th September, 1896.  
Second reading, Tuesday, 29th September,  
1896.

---

MR. FITZPATRICK.

---

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



## An Act to amend "The Railway Act."

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

1. Notwithstanding anything in section fourteen of "*The* 1888, c. 29,  
 5 *Railway Act*," it shall be the duty of every railway company s. 14.  
 under the jurisdiction of the Parliament of Canada, and with- Railway com-  
 out any such contribution as is hereinafter referred to, to panies to  
 maintain and keep in repair all necessary drains, ditches and maintain ex-  
 water courses in existence at the passing of this Act, in and isting drains,  
 10 for lands belonging to or held by such Company. etc., for their  
 lands.
2. Whenever the municipal council of any county, town- Necessary  
 ship, parish, or other municipality in Canada, either of its own drains for  
 motion or on the application of any inhabitant thereof, deter- lands in a  
 mines that it is necessary to construct a drain or ditch for the municipality  
 15 purpose of draining lands in the municipality across the lands may be carried  
 and railway of any railway company, such drain or ditch across proper-  
 shall, subject to the conditions hereinafter provided, be made ty of railway  
 and maintained across the line of such railway and lands, and company.  
 on equitable terms to be settled as hereinafter provided.
- 20 3. Such council, hereinafter referred to as the applicant, Notice to com-  
 may serve upon the Company, by leaving the same with any pany and ser-  
 agent or other officer in charge of the nearest station, a notice vice thereof.  
 in writing of such decision, together with a description of the  
 lands outside the railway to be benefited by the proposed  
 25 drainage, which notice shall be accompanied by plans and Plans, specifi-  
 specifications, prepared and certified by a civil engineer or cations and  
 Dominion or provincial land surveyor, of that part or portion estimate to  
 of the drain or ditch to be constructed across the Company's accompany  
 lands and railway, and with an estimate, also so prepared and notice.  
 30 certified, of the cost of constructing the said drain or ditch  
 across its property, and if the estimated cost of such construc- Company to  
 tion does not exceed the sum of eight hundred dollars, the construct por-  
 Railway Company shall, after the expiration of a reasonable tion of drain  
 time, construct that part or portion of the said drain or ditch across its pro-  
 35 across its lands and railway of the same size and dimen- perty if cost  
 sions as are specified on the plans and specifications furnished less than \$800.  
 as aforesaid, unless it disputes, in the manner hereinafter mentioned, the propriety of the proposed work or the correct-  
 ness of such notice, plan, specification or estimate, in which Settlement of  
 40 case the dispute shall be enquired into and finally determined disputes.  
 in the manner hereinafter provided.

Contribution by municipality to cost of work.	4. If neither the applicant nor the Company give notice of	5
Tender.	dispute as in the next section of this Act provided for, and if the Company and the applicant do not agree as to whether the railway is to be benefited by the proposed drainage, or, if benefited, as to what contribution the applicant should pay towards the construction of the work, and if the whole cost of construction does not exceed the sum of eight hundred dollars as estimated by a civil engineer or Dominion or provincial land surveyor as aforesaid, then the applicant may tender the Railway Company the sum that the applicant thinks is fair and just as its portion of the said cost of construction and may offer to bear afterwards such proportion of future maintenance as it thinks just and fair, and if the Railway Company does not accept the amount so tendered, or if it disputes that the offer is for the proper proportion of future maintenance, then the proportion of the cost of construction and maintenance, or of either as the case may be, that each shall pay or bear, or the question whether it shall be borne altogether by the applicant, shall be decided by arbitration, and any amount or amounts awarded by the arbitrator or arbitrators to be paid to the Railway Company in respect of such construction or maintenance, shall from time to time be collectable from the applicant as a judgment of a court of competent jurisdiction for the amount or amounts so awarded to the Company, or if the award determines upon the proportion of the cost of construction or maintenance payable by the applicant without mentioning the amount, then such proportion shall be recoverable before any court of competent jurisdiction, and the judgment or award of the arbitrator or arbitrators shall have the same force and effect and be as binding and conclusive as if it had been made by arbitrators concerning the expropriation of land under "The Railway Act," and the appointment of an arbitrator or arbitrators and the mode of procedure under this Act as to arbitration, shall be, as nearly as may be, in the same manner as provided in "The Railway Act;" from section one hundred and forty-six to section one hundred sixty-one both inclusive.	10
Provision for arbitration as to proportions of cost payable by each party.		15
Effect of award.		25
Appointment of arbitrators, and procedure.		30
All disputes other than as to proportions of payment to be settled by Railway Committee of Privy Council.	5. If any dispute, other than concerning the respective proportions of contribution which are to be settled by arbitration as aforesaid, arises between the applicant and the Company, either in regard to the safety or suitability of the place designated for the work or the sufficiency or correctness of any plans, specifications or estimate, or the propriety of the proposed work, or the manner in which the same is to be maintained, or otherwise, the party disputing may, within thirty days after receipt of such plans, specifications or estimate, give notice in writing of the objections to the other party and to the Minister of Railways, and thereupon the Minister or the Railway Committee of the Privy Council may cause an inspection of the locality to be made by such person as he or they may appoint, and the dispute may be inquired into on the spot by such proceedings as he or they may direct, after which the Railway Committee may make such order in the premises as they deem fit and proper, which order shall finally determine such dispute.	35
Notice.		40
Inspection.		45
Order of Railway Committee final.		50
		55

6. Every railway company shall be subject to all general municipal regulations, not inconsistent with this Act, respecting the maintenance and repair of drains, ditches and water-courses in any county, parish, township, or other municipality in Canada through which the railway passes, unless exempted therefrom by the special Act of incorporation; provided always, that nothing herein contained shall authorize any municipality by any rule or regulation to compel the use of the drains of the railway company for the purposes of general drainage other than is authorized by law.

Railway companies subject to general municipal regulations as to drainage.

Proviso.

7. Every notice given by the applicant shall contain a post-office address within the Dominion of Canada to which notices intended for the applicant may be addressed, and any notice to be given to the applicant shall be sufficiently given if posted by registered letter in any post office in the Dominion of Canada directed to the address so given.

Notices

8. The provisions of "*The Railway Act*" and its amendments with respect to drainage shall continue to apply to all cases not provided for by this Act, and all provisions of "*The Railway Act*," and its amendments, not inconsistent with this Act, including those with respect to suits and penalties, shall also apply to all cases under this Act.

Application of "*The Railway Act*."

1888, c. 29.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

SENATE BILL.

A

An Act to amend "The Railway Act."

---

Received and read a first time, Wednesday,  
2nd September, 1896.  
Second reading, Monday, 7th September, 1896.

---

Hon. Mr. McCallum.

---

OTTAWA  
Printed by S. E. Dawson  
Printer to the Queen's most Excellent Majesty  
1896

B.]

**BILL.**

{ 1896.  
2ND SESS.

An Act further to amend the law respecting Building Societies and Loan and Savings Companies carrying on business in the Province of Ontario.

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

Preamble.

1. Any permanent Building Society or Loan and Savings Company carrying on business in the Province of Ontario may pass a by-law providing that it shall not be lawful for such Society or Company to make loans or advances to its shareholders upon the security of their stock in the said Society or Company or limiting the aggregate amount which may be so advanced; and it shall not be lawful for any such Society or Company to repeal any such by-law which may be so passed.

Loans and advances on security of shareholder's stock may be forbidden by by-law.

2. 1. At all meetings of shareholders of any such society or company, each shareholder shall have one vote for each share held by him, irrespective of the amount paid upon such share, and shareholders may vote by proxy; but no shareholder who is in arrear in respect of any call on his shares shall vote at any meeting of the society or company in respect thereof.

Voting.

2. No shareholder who is in arrear in respect of any call on his shares, or is in default to the society or company, shall be eligible to be elected a director.

Shareholder in arrear not eligible as director.

3. Subsection two of section one of chapter twenty-four of the Acts of 1882 is hereby repealed.

Repeal, 1882, c. 24, s. 1, subsect. 2

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

SENATE BILL.

B

An Act further to amend the law respecting Building Societies and Loan and Savings Companies carrying on business in Ontario.

---

Received and read a first time, Wednesday,  
2nd September, 1896.  
Second reading, Tuesday, 8th September,  
1896.

---

The Honourable Mr. AIKINS.

---

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

## An Act respecting the payment of Policies of Insurance by Foreign Companies.

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

Preamble.

1. *The Insurance Act*, chapter 124 of the Revised Statutes, is hereby amended by adding the following thereto as section 6c, immediately after section 6B added by section three of chapter twenty of the Statutes of 1894:—

R.S.C., c. 124, new section added.

“6c. 1. When any sum of money becomes payable under any policy issued, in favour of any person resident in Canada at the time of such issue, by any company licensed under this Act and its amendments or otherwise subject to the provisions thereof, but not being a British or Canadian company, if such company refuses to pay such sum in legal tender of Canada although the policy may stipulate or imply the contrary, then upon proof satisfactory to the Minister:—

Policies issued by foreign companies to be paid in Canadian money.

“(a) That, in the case of a claim undisputed on other grounds, such sum remains unpaid sixty days after becoming payable; or—

Conditions on which Minister of Finance may enforce such payment.

“(b) That, in the case of a claim disputed on other grounds, final judgment in regular course of law has been rendered against the Company and is unsatisfied, and that tender of a legal valid discharge of such judgment has been made;—

“the Minister shall cause the amount of the undisputed claim or of the judgment and costs of the judgment to be paid out of any money or securities therefor deposited by the company with the Minister under this Act.

Minister to pay out of deposit of company.

“2. The Minister shall forthwith notify the Company to make good any deficiency so caused in the amount which by this Act the Company is required to keep so deposited, and on its failure so to do within sixty days after being so notified, the Minister may withdraw its license.

Company to be notified to make good deficiency in deposit.

Withdrawal of license.

“3. A license so withdrawn may be renewed if within sixty days after its withdrawal all such claims and judgments have been satisfied.”

Renewal of license so withdrawn.

2. This Act shall apply to all policies payable after the date of its passing whether issued before or after such date.

Application of Act.

SENATE BILL.

C

An Act respecting the payment of Policies  
of Insurance by Foreign Companies.

---

Received and read a first time, Thursday,  
3rd September, 1896.  
Second reading, Tuesday, 8th September,  
1896.

---

The Honourable Mr. LOUGHEED.

---

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



D.]

**SENATE BILL.**

[1896.

2ND SESSION.

An Act for the relief of Albert Nordheimer.

**W**HEREAS Albert Nordheimer, of the city of Toronto, in Preamble.  
the county of York, in the province of Ontario, piano  
manufacturer, has by his petition set forth, that on the third  
day of June, one thousand eight hundred and eighty, at the  
5 said city of Toronto, he was lawfully married to Edith May  
Vankoughnet of the said city of Toronto, spinster, that they  
cohabited together as husband and wife until the month of  
August one thousand eight hundred and ninety-three, and had  
issue of the said marriage three children, that in the month of  
10 August, one thousand eight hundred and ninety-three, the said  
Edith May Vankoughnet committed adultery with one  
William Cranston, the younger, and since then on divers oc-  
casions has committed adultery with the said William Cran-  
ston, the younger; and whereas he has humbly prayed that  
15 the said marriage may be dissolved and that he may be author-  
ized 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 Her Majesty, by and  
20 with the advice and consent of the Senate and House of Com-  
mons of Canada, enacts as follows:—

**1.** The said marriage between the said Albert Nordheimer Marriage  
and Edith May Vankoughnet, his wife, is hereby dissolved, dissolved.  
and shall henceforth be null and void to all intents and pur-  
25 poses whatever.

**2.** The said Albert Nordheimer may at any time hereafter Right to  
marry any woman whom he might lawfully marry in case the marry again.  
said marriage with the said Edith May Vankoughnet had not  
been solemnized.

SENATE BILL.

D

An Act for the relief of Albert Nord-  
heimer.

---

Received and read a first time, Friday, 4th  
September, 1896.  
Second reading, Monday, 21st September  
1896.

---

The Honourable  
MR. CLEMOW.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

E.]

**SENATE BILL.**

[1896.

2ND SESSION.

An Act for the relief of Charles Edward Uton Pointon.

**W**HEREAS Charles Edward Uton Pointon, of the city of Preamble.  
Toronto, in the county of York, in the province of  
Ontario, painter, has, by his petition, set forth that on the  
twenty-sixth day of August, one thousand eight hundred and  
5 eighty-two, he was lawfully married at the city of Toronto to  
Lilian Pointon, of the said city of Toronto, whose maiden  
name was Lilian Doyle, that they lived together as husband  
and wife until about the summer of the year one thousand  
eight hundred and eighty-four, when she deserted him with-  
10 out lawful reason or excuse, and was guilty of adultery, that  
she has ever since continued to live apart from him and has  
committed other 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  
15 may be afforded him as is deemed meet ; and whereas he has  
proved the said allegations of his said petition, and it is expe-  
dient that the prayer thereof should be granted ; Therefore  
Her Majesty, by and with the advice and consent of the Senate  
and House of Commons of Canada, enacts as follows :—

20 **1.** The said marriage between the said Charles Edward Marriage  
Uton Pointon and Lilian Pointon, his wife, is hereby dissolved dissolved.  
and shall be henceforth null and void to all intents and purposes  
whatsoever.

**2.** The said Charles Edward Uton Pointon may at any Right to  
25 time hereafter marry any woman whom he might lawfully marry again.  
marry in case the said marriage with the said Lilian Pointon  
had not been solemnized.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

SENATE BILL.

E

An Act for the relief of Charles Edward  
Uton Pointon.

---

Received and read a first time, Friday 4th  
September, 1896.  
Second reading, Monday, 21st September,  
1896.

---

The Honourable MR. McINNES,  
(New Westminster.)

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896

F.]

**SENATE BILL.**

{ 1896.  
2ND SESS.

An Act for the appointment of *ad hoc* Supreme Court Judges in certain cases.

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

- 5 **1.** In case of the absence of any Judge of the Supreme Court of Canada on account of illness or on leave, the Governor in Council may specially appoint in his place as a temporary Judge during such absence any person who is or has been a Judge of any Court in any of the Provinces of Canada, subject to the qualification prescribed by subsection three of section 10 four of *The Supreme and Exchequer Courts Act*, and it shall not be necessary that the Judge so appointed shall reside at Ottawa or within five miles thereof during the period for which he is appointed.
- 15 **2.** The Judge so appointed shall not by reason of such appointment, or during the period thereof, be deemed to have ceased to hold the same position in the other Court as he had previously held therein.
- 20 **3.** Every temporary judge so appointed shall be sworn to the faithful performance of the duties of his office, and shall during the period for which he is appointed have all the powers of a Judge of the Supreme Court.
- 25 **4.** Any temporary judge so appointed may complete the hearing of, assist at the *deliberé* upon, and render judgment in any case which he has heard or commenced to hear as such temporary Judge, notwithstanding that the Judge in whose place he was appointed has returned or is present in Court.

In certain cases Governor in Council may appoint temporary judges.

Qualifications.

R.S.C., c. 135.

Residence at Ottawa not necessary.

Position in other court not affected by such appointment.

Temporary judge to be sworn.

Powers.

Duration of powers.

---

---

1st Session, 8th Parliament, 60 Victoria, 1896

---

---

SENATE BILL.

F

An Act for the appointment of *ad hoc*  
Supreme Court Judges in certain cases.

---

Received and read a first time Friday, 4th  
September, 1896.  
Second reading, Monday, 14th September,  
1896.

---

The Honourable  
SIR OLIVER MOWAT.

---

OTTAWA  
Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



*Clause C.*

There shall not be more than two such temporary judges at any one time.

*Clause D.*

No temporary judge shall be appointed after two years from the commencement of this Act, and no temporary judge theretofore appointed shall continue to act as such after that date except as provided in section four of this Act. 5

---



---

1st Session, 8th Parliament, 60 Victoria, 1896

---



---

## SENATE BILL.

## F

An Act for the appointment of Temporary Judges of the Supreme Court in certain cases.

[*Reprinted as amended in Committee of the Whole 18th September, 1896.*]

---

Received and read a first time Friday, 4th September, 1896.  
Second reading, Monday, 14th September, 1896.

---

The Honourable  
SIR OLIVER MOWAT.

---

OTTAWA

Printed by S. E. DAWSON  
Printer to the Queen's most Excellent Majesty  
1896



## 2ND SESSION

## An Act to incorporate the Wesleyan Methodist Connection in the Dominion of Canada.

**W**HEREAS the Wesleyan Methodist Connection in the Dominion of Canada have petitioned for the passing of an Act to incorporate the said Connection for the purposes hereinafter mentioned, and it is expedient to grant the prayer of the said petition, therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada enacts as follows :—

Preamble.

**1.** The Wesleyan Methodist Connection in the Dominion of Canada is hereby constituted a body corporate under the name and style of "The Wesleyan Methodist Connection in the Dominion of Canada" hereinafter called "the Connection."

Incorporation.

Corporate name.

**2.** The Connection shall consist of the President, Clergy and members of the Connection elected according to the constitution as the same exists at the time of such election.

Membership.

**3.** The geographical boundaries of the Connection shall be those of Canada, notwithstanding anything contained in the constitution of the Connection as it exists at the time of the passing of this Act.

Territorial limits.

**4.** The Connection in general Conference may make constitutions and regulations for enforcing the discipline of the Connection and for the appointment, deposition, deprivation or removal of any person bearing office therein and for the convenient and orderly management of the property, affairs, and interests of the Connection in matters relating to and affecting only the Connection.

Corporate powers.

Constitution and internal economy.

**5.** The first general conference after incorporation shall consist of the ministers and probationers of the Connection and of one lay delegate from each circuit or mission. Each lay delegate shall be a member of the Connection and shall be elected by a majority of the members of the Connection of said circuit or mission at a meeting duly called for such purpose by notice to be read from the pulpit at least two weeks previous to the time of holding such election. Such notice shall state the time when and place where such election is to be held.

General conference.

Delegates thereto.

Notice thereof.

**6.** A majority of the members of the said general conference shall constitute a quorum and the said first general conference shall be held in the Mission Hall, in the city of Ottawa,

Quorum, time and place of general conference.

on the second Monday of the month following the passing of this Act at the hour of ten o'clock, A.M.

Sub-conferences.

7. The Connection in general conference may form sub-conferences, in any locality within Canada, and may define the limits and jurisdiction of said sub-conferences; and may make constitutions and regulations for the carrying on of the work of the said sub-conferences. 5

Powers to hold real estate.

8. The Connection may acquire, receive and take in its said corporate name or otherwise, gifts, conveyances, devises and bequests of such land or personal property or any estate or interest therein as may be required for the purposes of chapels, parsonages, burial grounds, colleges, schools, or other educational purposes connected with the Connection, or for the purposes of a printing and publishing house connected with the Connection and carrying on of the business of such printing and publishing house, and for the purposes of endowing and supporting such colleges and schools and such printing and publishing house and any book depository in connection therewith; and may use, sell, exchange, assign, alienate, mortgage, lease or demise the said land or any part thereof, and may apply the proceeds thereof for the purposes for which the Connection has been incorporated, or may invest the said proceeds or any other of the moneys of the Connection in and upon any mortgage security of land, and in debentures of municipal or public school corporations, and in Dominion or Provincial stocks or securities; and for the purposes of such investment may take, receive and accept mortgages or assignments thereof, whether such mortgages or assignments be made and executed directly to the Connection in its own corporate name or to some other corporation or body politic and corporate or to some company or person in trust for the Connection; provided that the Connection shall within ten years after its acquisition of any real estate sell or otherwise dispose of and alienate so much of the said real estate as is not required for the use and occupation or other like purposes of the Connection. 10 15 20 25 30 35

Investment of proceeds.

Proviso: limitation of time during which real estate may be held.

Short title.

9. This Act may be cited as *The Wesleyan Methodist Connection Act, 1896.*







